



QUOTES RECEIVED

Purchasing (Total Project)

Date: April 20, 2023

State Contract No. N/A

Quotes received for: 1000 gallon propane tank for the Water Plant

Vendor

G.A. Bove Fuels (State Contract)

Shaw Propane

Blue Flame

Suburban Propane

Tank Price	propane
\$7,096.62	\$1.39/gallon
\$6,679.30	\$2.19/gallon
\$6,350.00	\$1.97/gallon

* Does not install

* lease with 3 year contract

Notes: * GA Bove would charge to Pressure Test tanks that they do not install before filling
* Blue Flame Does Not Install or Pressure Test.

For all items between \$500 and \$2999, please provide 3 verbal quotes. For all items between \$3000 and \$9999, please provide 3 written/faxed quotes. Anything over \$10,000 will need to go to bid.



DEPARTMENT OF PUBLIC WORKS
45 BEACH AVENUE
SOUTH GLENS FALLS, NEW YORK
Telephone (518) 792-4072
Fax (518) 336-9242

April 20, 2023

Propane Tank Quote for The Water Plant

To whom it may concern:

The Village of South Glens Falls is requesting quotes for a 1000 gallon propane tank delivered and installed at our water treatment plant. The address is 2 Beach Rd. S Glens Falls NY. I have attached a parts list to review but you are more than welcome to visit the site by appointment. Please send all correspondence for the quote to TJ Chagnon (email: tjchagnon@sgfny.org). Any questions feel free to contact me by email or by phone.

Thank You

TJ Chagnon
Public Works
Superintendent

Delivered to :

- 1 GA Bove Fuels
- 2 Shaw Propane
- 3 Blue Flame
- 4 Suburban Propane
- 5 Ameri Gas
- 6 Bigelows Energy Service

Quantity	Description
1.0	1000 GAL TANK PROPANE AG BOTTOM DRAIN
2.0	1/2" FL X 1/2" M IP ADAPTER
2.0	1/2" FL NUT FORGED SHORT
1.0	TEE BLOCK 1/4" FL TEE BLOCK INVERTED FLARE
1.0	PIGTAIL POL X POL 7/8" HEX LONG NIPPLE 20"
1.0	PIGTAIL POL X POL 7/8" LONG NIPPLE 48"
2.0	1/2" FL X 3/4" FE IP ADAPTER
1.0	CAVAGNA REGULATOR 1ST STG 10# 1/4" X 1/2"
2.0	CAVAGNA REGULATOR 2ND STG 3/4" STRAIGHT THRU
	PROPANE PER GALLON

G.A. Bove Fuels
76 Railroad Street
Mechanicville NY 12118
518-664-5111

PROPOSAL

Apr 19, 2023

Account Number	Proposal Number
1003148	3244-1-1

Bill To:

South Glens Falls Water Treatment
 46 Saratoga Avenue
 South Glens Falls, NY 12803

Work At:

South Glens Falls Water Treatment
 2 Beach Road
 South Glens Falls, NY 12803

Home: (518)792-5046

We hereby submit specifications and estimates for:

Quantity	Description	Unit Price	Amount
1.0	1000 GAL TANK PROPANE AG BOTTOM DRAIN	\$5,805.6003	\$5,805.60
100.0	TUBING COPPER 1/2" OD YELLOW PER FOOT	\$6.1292	\$612.92
2.0	1/2" FL X 1/2" M IP ADAPTER	\$7.5198	\$15.04
2.0	1/2" FL NUT FORGED SHORT	\$4.3331	\$8.67
1.0	TEE BLOCK 1/4" FL TEE BLOCK INVERTED FLARE	\$15.3041	\$15.30
1.0	PIGTAIL POL X POL 7/8" HEX LONG NIPPLE 20"	\$17.9348	\$17.93
1.0	PIGTAIL POL X POL 7/8" LONG NIPPLE 48"	\$25.9749	\$25.97
2.0	1/2" FL X 3/4" FE IP ADAPTER	\$10.5524	\$21.10
1.0	CAVAGNA REGULATOR 1ST STG 10# 1/4" X 1/2"	\$72.046	\$72.05
2.0	CAVAGNA REGULATOR 2ND STG 3/4" STRAIGHT THRU	\$107.4964	\$214.99
50.0	PROPANE PER GALLON	* \$1.399	\$69.95
3.0	SERVICE TWO MAN RATE	\$299.99	\$899.97
		SubTotal:	\$7,779.49
		Tax Total:	\$0.00
		Total:	\$7,779.49

N/A

N/A

Salesperson:

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: **\$7,779.49**

Payment to be made as follows:

\$7,096.62

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

G.A. Bove Fuels
76 Railroad Street
Mechanicville NY 12118
518-664-5111

PROPOSAL

Apr 19, 2023

Account Number	Proposal Number
1003148	3244-1-1

Authorized Signature: _____

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

Date of Acceptance: _____

Signature: _____

Note: This proposal may be withdrawn by us if not accepted by 5/19/2023.

Signature: _____

Shaw Propane
1470 Route 9
Fort Edward, NY 12828
Ph: 518-793-7755
Fax: 518-793-7758

PROPOSAL

Apr 20, 2023

Account Number	Proposal Number
180711	1137-1-1

Bill To: Village Of South Glens Falls Attn: TJ Chagnon 46 Saratoga Avenue South Glens Falls, NY 12803	Work At: Village Of South Glens Falls WATER TREATMENT PLANT 2 Beach Road South Glens Falls, NY 12803 Work: 518-792-4033 Fax: 518-338-3243
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We hereby submit specifications and estimates for:

Customer purchase of 1 1000AG propane tank. Shaw Propane to install, connect and leak test new tank.

Quantity	Description	Unit Price	Amount
1.0	1000 Gal. AG Tank	\$6,296.91	\$6,296.91
1.0	1/2" FL x 1/2" MPT Adapter	\$7.30	\$7.30
1.0	1/2" Flare Nut	\$3.34	\$3.34
1.0	Pigtail 1/4" x POL x 20"	\$11.28	\$11.28
1.0	1/2" FL x 3/4" MPT Adapter	\$10.00	\$10.00
1.0	REG Fisher R652-DFF	\$72.375	\$72.38
1.0	REG Fisher R122H-AAJ	\$41.085	\$41.09
2.0	LP Service Labor \$89/hr	\$89.00	\$178.00
1.0	LEAK TEST	\$59.00	\$59.00
800.0	Propane - Saratoga	\$2.19	\$1,752.00 N/A
		SubTotal:	\$8,431.30
		Tax Total:	\$590.19 N/A
		Total:	\$9,021.49

ONLINE BILL PAYMENT NOW AVAILABLE!

www.shawpropane.com

Salesperson: Ron A

We propose hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of: **\$9,021.49**

Payment to be made as follows:

000- Due at time of installation

\$ 6,679.30

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation

Shaw Propane
1470 Route 9
Fort Edward, NY 12828
Ph: 518-793-7755
Fax: 518-793-7758

Insurance.

PROPOSAL

Apr 20, 2023

Account Number	Proposal Number
180711	1137-1-1

Authorized Signature: Renee Brunet

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

Date of Acceptance: _____

Signature: _____

Note: This proposal may be withdrawn by us if not accepted by 05/20/2023.

Signature: _____



Blue Flame
GAS COMPANY, INC.

Submitted to:	Village Of South Glens Falls	Date 5/1/2023
Job location:	Water Plant	
Phone: 518-792-4033	Email:	

Sell 1,000 gallon tank, 1 first and 2 second stage regulators, parts on customer supplied list. Also included is 2 dielectric shutoff valves- code requirement. This quote does not include labor. The current market price for propane is \$1.969 per gallon, plus \$4.99 delivery fee.

\$ 6350.00 ; \$0.00 down payment; remaining balance due upon completion.

Trench excavation, sand backfill done by others.

Current first fill rate \$1.969/gallon x 800 gallons + \$4.99 delivery charge

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. Pricing is good for 15 days from the above date. Proposal may need to be revised after this period.

SIGNATURE: _____

DATE OF ACCEPTANCE: _____

* Does not install the tank.
* We would need to find a licensed installer to do the work and pressure test!!

5/17/23, 9:37 AM

Village of South Glens Falls Mail - Suburban Propane



TJ Chagnon <dpwchagnon@sgfny.com>

Suburban Propane

1 message

{CSC 2035} Mendrysa, Michael <MMendrysa@suburbanpropane.com>
To: "dpwchagnon@sgfny.com" <dpwchagnon@sgfny.com>

Wed, May 3, 2023 at 10:01 AM

TJ,

Per our phone conversation.

Suburban Propane does not sell 1000 AG tanks. We can lease a 1000 AG Tank with a three year propane gas contract.

Annual tank rental fee of \$50

Installation fees for line set from tank to outside stub would be determine after site inspection for proposal. (Labor and materials)

FF price of \$1.49/gallon. After that, price per gallon will fluctuate. Based on Suburban's cost plus a fixed differential.

Any questions, please reach out.

Thank you

Mike

Cell 518-469-1458



Our Business is
Customer Satisfaction

Michael Mendrysa | Regional Sales Representative

76 Railroad Ave

Albany, NY 12205

tel (518) 489-3271 | fax (518) 437-0762

MMendrysa@suburbanpropane.com



46 Saratoga Avenue
South Glens Falls, New York 12803
Phone: 518-793-1455
Fax: 518-793-3063

PARK RESERVATION REQUEST FORM

Board Mtg Date: _____

☐ Approved

☐ Denied

Requested Location

☒ Cooper's Cave Park (Gazebo on First St.)

☐ Memorial Park (Fifth St. & Ferry Blvd)

☒ Check if power is required (Gazebo ONLY)

Date(s) Requested: JUNE 7, 2023

\$30.00 Non-Refundable Usage Fee
Due at Time of Application.

Start Time: 6:30 PM

End Time: 8:00 PM

Individual or Business Name Requesting
Park Reservation:

First Baptist Church, So. Glens Falls

Contact Name (if Business Reservation): Pastor Francis E. Galerie

Phone: 518-256-9226 Email: fgalerie242@gmail.com

Mailing Address: 1721 Route 9 South Glens Falls, NY 12803

Purpose for Reservation: Prayer Service Estimate # in Attendance: 30

Brief Description of Event: Singing, Bible Devotions, Prayer

Does the event organizer have insurance coverage (if required)? Yes

I, the undersigned, agree to follow the rules governing proper use of Village Park(s). To include, but not all-inclusive:

1. No taping, drilling, or stapling to hang signs or decorations.
2. No throwing of rice, confetti, or birdseed.
3. No alcoholic beverages, cooking on premises, nor driving vehicles on the Park's lawns.
4. Must use trash receptacles to clean up and leave Park as it was found.
5. No money-making, for-profit, ventures without prior approval.
6. Parking for events can be at the Copper's Cave parking lot (lower lot).

Signature: _____

Pastor Francis E. Galerie

Date: 5/17/2023

VILLAGE OF SOUTH GLENS FALLS
SRF Project No.: D0-18332
SUPPLEMENTAL CERTIFICATE
amending and supplementing the hereinafter defined Closing Certificate

Dated as of the 16 day of May , 2023

I, the undersigned Chief Fiscal Officer of the Village of South Glens Falls (the "Recipient") (as that term is defined in EXHIBIT E of the Project Finance Agreement), hereby certify and agree as follows:

1. This Supplemental Certificate is being delivered pursuant to the Project Finance Agreement (the "Project Finance Agreement") dated as of August 8, 2019 between the New York State Environmental Facilities Corporation (the "Corporation") and the Recipient and the Closing Certificate dated as of August 8, 2019 and delivered by the Recipient (the "Closing Certificate"). In accordance with the Project Finance Agreement and the Closing Certificate, the Closing Certificate is hereby supplemented. All capitalized terms used but not defined herein shall have the respective meanings set forth in the Project Finance Agreement.

2. The certifications made in paragraphs 2, 3, 7 and 8 of the Closing Certificate are confirmed and remade as of this date.

3. The Corporation is hereby requested to fund a Disbursement under the Financing in the amount of \$ 367,904.27 for Project Costs. Upon the making of a disbursement under the Recipient Financing Instrument, the Corporation is authorized to record all or a portion of such Disbursement on the grid attached thereto. The Recipient agrees that the Corporation, in its sole discretion, may allocate all or a portion of each Disbursement to the Grant or the Maximum Principal Sum of the Recipient Financing Instruments, and may allocate any amounts drawn under this Financing among the Project Costs.

4. The above Project Costs have not been paid with the proceeds of any Third-Party Funding, except as specifically described herein: _____

_____.

In the event that the Recipient intends to submit, or has submitted, to a Third-Party Funding Entity the Project Costs requested herein, the Recipient represents that all conditions precedent to such reimbursement required to have been performed as of the date hereof have been so performed. The Recipient covenants to perform all conditions required to be fulfilled subsequent to the date hereof in connection with such reimbursement.

5. The Recipient has determined that such Project Costs are reasonable, necessary, and allocable to the Financed Project under generally accepted governmental accounting standards.

6. This is Disbursement number 16 _____ requested under the Financing and this Disbursement, if disbursed, together with the prior Disbursements requested, will not exceed the Maximum Amount.

7. The making of the Disbursement will not result in a Disbursement by the Recipient that will violate any State Constitutional, statutory or judicial limitation on the issuance of debt by the Recipient.

8. The Recipient hereby represents and warrants that it is not in default under the Project Finance Agreement, that no event has occurred which, with the passage of time or the giving of notice or both, would become a default thereunder, that it has performed all of the covenants and agreements that it is required to perform under the Project Finance Agreement, that the making of the Disbursement requested by this Certificate has been duly authorized by the Recipient, and that no change in circumstances has occurred, or will occur upon the making of the Disbursement hereby requested, which would preclude continued reliance upon the opinion of bond counsel to the Recipient rendered in connection with the Financing.

9. All amounts requested for Disbursement hereunder are for eligible Project Costs which have not been included in any previous Disbursement.

10. (If requesting payment for costs of construction):

(e) As of the date hereof, the Recipient holds, and will retain, a legal and valid fee simple title or other estate or interest in the site(s) of the Project, including all necessary easements and/or rights-of-way, as are or will be necessary for the Recipient's continued undisturbed use and possession of the site(s) of the Project during the construction, operation and maintenance of the Project.

(f) The Recipient has obtained all licenses, permits or other approvals required as of the date hereof to undertake the Project.

(g) The Disbursement requested does not include any costs of construction (other than costs of planning and design) which have not been accepted by Agency or the Corporation.

(h) The Disbursement requested does not include any costs for change orders which have not been accepted by the Agency or Corporation.

11. (If requesting payment for costs associated with professional services agreement):

(c) The Disbursement requested does not include any costs incurred pursuant to any professional services agreements which have not been furnished to the Corporation.

(d) The Disbursement requested does not include any costs incurred pursuant to any professional services agreement pertaining to inspection and engineering services during construction of the Project which has not been accepted by the Agency or Corporation.

12. (If requesting payment for costs associated with technical force account work): The Disbursement requested does not include any costs of construction (other than costs of planning and design) associated with the technical force account proposal which has not been accepted by the Agency or Corporation.

13. (If requesting payment for costs for equipment): The Disbursement requested does not include any costs for equipment which have not been accepted by Agency or the Corporation.

14. The amount requested does not include any project costs associated with a Utilization Plan, EEO policy statement, or staffing plan as applicable, which has not been accepted by the Corporation.

15. The undersigned is duly authorized to execute and deliver this Supplemental Certificate on behalf of the Recipient.

16. The Recipient hereby represents and warrants that it is not a debarred or suspended party under 2 CFR Part 180 and 2 CFR 1532. Further, the Recipient has not made any award, contract or agreement for purchases of goods or services with any debarred or suspended party under 2 CFR Part 180 and 2 CFR 1532 or with any party that has been determined to be ineligible to bid under Section 316 of the Executive Law.

17. The Recipient hereby represents and warrants that it has obtained a certification in the form of EXHIBIT N to the Project Finance Agreement from each contractor and subcontractor which has a contract financed hereunder which exceeds \$100,000 and that the Recipient has submitted to the Corporation each such contractor and subcontractor certification as required under 40 CFR Part 34.

18. If Davis-Bacon applies, the Recipient certifies, based on the payroll copies received to date, that this project is in compliance with the requirements of 29 CFR § 5.5(a)(1).

19. If an Arbitrage and Use of Proceeds Certificate is requested as part of this Financing, Recipient is in full compliance with such Arbitrage and Use of Proceeds Certificate and certifies that the representations, warranties and covenants contained in such Arbitrage and Use of Proceeds Certificate remain true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand as of the date first set forth above.

VILLAGE OF SOUTH GLENS FALLS

By: _____
Name: _____
Title: _____

SRF Project No.: D0-18332

Cost Summary

South Glens Falls V, D0-18332

Request No. 16

Contractor Name / Cost Description	Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Jersen Construction Group, LLC	02/18/2022	\$1,544,500.00	\$1,544,500.00	\$906,433.00	\$906,433.00	\$638,067.00	
Construction Contract No. 2G - WTP Upgrades Re-Bid - General Construction	Lump Sum	\$1,544,500.00	\$1,544,500.00	\$906,433.00	\$906,433.00	\$638,067.00	\$365,814.27
New Castle Paving LLC	03/26/2021	\$175,517.32	\$0.00	\$0.00	\$175,517.32	\$0.00	
Construction Contract No. 5 - Wilson and Haviland Improvements - General Construction	Lump Sum	\$175,517.32	\$0.00	\$0.00	\$175,517.32	\$0.00	(non-SRF)
Spring Electric, Inc.	02/10/2022	\$78,500.00	\$78,500.00	\$14,297.79	\$14,297.79	\$64,202.21	
Construction Contract No. 2E - WTP Upgrades Re-Bid - Electrical Construction	Lump Sum	\$78,500.00	\$78,500.00	\$14,297.79	\$14,297.79	\$64,202.21	
Tom Kubricky Company, Inc.	07/24/2020	\$573,245.86	\$0.00	\$0.00	\$573,245.86	\$0.00	
Construction Contract No. 3 - Wilson & Haviland Ave. Water & Sewer Upgrades - General Construction	Lump Sum	\$573,245.86	\$0.00	\$0.00	\$573,245.86	\$0.00	(non-SRF)
Worldwide Industries Corp.	05/04/2020	\$1,311,861.88	\$1,311,861.88	\$1,311,861.88	\$1,311,861.88	\$0.00	
Construction Contract No. 2019-01 - Water Tank Rehabilitation - General Construction	Lump Sum	\$1,311,861.88	\$1,311,861.88	\$1,311,861.88	\$1,311,861.88	\$0.00	
Delaware Engineering, D.P.C. (.)	07/10/2019	\$256,500.00	\$256,500.00	\$241,367.45	\$241,947.45	\$15,132.55	
Engineering PFOA Construction Administration and Observation	Not to Exceed	\$33,000.00	\$33,000.00	\$28,377.50	\$28,377.50	\$4,622.50	\$1,777.50
PFOA Design	Not to Exceed	\$56,200.00	\$56,200.00	\$55,994.71	\$55,994.71	\$205.29	
Re-bid of PFOA Treatment System	Estimate	\$10,800.00	\$10,800.00	\$940.00	\$1,520.00	\$9,860.00	\$312.50
Re-bid Tank Construction Administration and Observation	Not to Exceed	\$65,400.00	\$65,400.00	\$65,399.49	\$65,399.49	\$0.51	
Re-bid Tank Design	Not to Exceed	\$6,100.00	\$6,100.00	\$6,095.00	\$6,095.00	\$5.00	
Water Main Construction Administration and Observation	Not to Exceed	\$42,000.00	\$42,000.00	\$41,999.30	\$41,999.30	\$0.70	

Cost Summary

South Glens Falls V, D0-18332

Request No. 16

Contractor Name / Cost Description	Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Delaware Engineering, D.P.C. (.)	07/10/2019	\$256,500.00	\$256,500.00	\$241,367.45	\$241,947.45	\$15,132.55	
Engineering Water Main Design	Not to Exceed	\$43,000.00	\$43,000.00	\$42,561.45	\$42,561.45	\$438.55	
Technical Force Account		\$43,194.08	\$0.00	\$0.00	\$43,194.08	\$0.00	
Technical FA Technical Force Account - Wilson and Haviland Improvements	Lump Sum	\$43,194.08	\$0.00	\$0.00	\$43,194.08	\$0.00	(non-SRF)
Technical Force Account	12/28/2020	\$38,909.58	\$38,909.58	\$0.00	\$38,909.58	\$38,909.58	
Technical FA Technical Force Account - Water Tank Rehabilitation	Lump Sum	\$38,909.58	\$38,909.58	\$0.00	\$38,909.58	\$38,909.58	
Bartlett, Pontiff, Stewart & Rhodes, P.C. (.)	09/19/2019	\$8,100.00	\$8,100.00	\$8,100.00	\$8,100.00	\$0.00	
Bond Counsel Short-Term	Lump Sum	\$4,055.00	\$4,055.00	\$4,055.00	\$4,055.00	\$0.00	
Short-Term (Amended & Restated Note	Lump Sum	\$4,045.00	\$4,045.00	\$4,045.00	\$4,045.00	\$0.00	
Law Firm of Susan Bartkowski, Esq.		\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
Local Counsel Local Counsel	Estimate	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	(conditioned)
< To Be Determined >		\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	(conditioned)
Other WTP Upgrade Granulated Activated Carbon Media	Estimate	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
Miscellaneous	02/05/2019	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	
Other Miscellaneous (copies, postage, legal ads, etc.)	Estimate	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	

Cost Summary

South Glens Falls V, D0-18332

Request No. 16

Contractor Name / Cost Description	Contract Date	Contract Amt	Eligible Amt	Disbursed To Date	Project Cost To Date	Elig. Contract Amt. Remaining	Costs Requested
Contingency	05/05/2019	\$269,405.00	\$0.00	\$0.00	\$0.00	\$0.00	
Contingency	Estimate	\$269,405.00	\$0.00	\$0.00	\$0.00	\$0.00	(not releaseable)
New contracts (include copy of contract with request):							
PROJECT TOTALS FOR D0-18332:							
		\$4,508,733.72	\$3,239,371.46	\$2,482,060.12	\$3,313,506.96		

LESS OFFSETS:

TOTAL NET REQUESTED FOR THIS DISBURSEMENT: \$367,904.27

Summary of SRF Funding for D0-18332 (all financings)	
Total Amount Financed by SRF:	\$ 1,080,000.00
Total Grant:	1,620,000.00
Total Project Costs Disbursed to Date:	2,482,060.12
PLUS: Cost of Issuance Disbursed:	0.00
Total SRF Funds Disbursed To Date:	\$ 2,482,060.12

Summary of SRF Funding for D0-18332 (current financing only)	
SRF Financing Amount:	\$ 1,080,000.00
Grant Amount:	1,620,000.00
Disbursed To Date:	2,482,060.12
Available Balance:	\$ 217,939.88



Delaware Engineering, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

May 16th, 2023

Nicholas Bodkin, Mayor
Village of South Glens Falls
46 Saratoga Ave
South Glens Falls, New York 12803

Subject: Payment Application
Water Treatment Plant Upgrades Re-Bid 2G

Dear Mayor Bodkin:

Delaware Engineering has reviewed the attached Application and Certificates for Payment submitted by the contractor for the referenced project. All of the information in the application appears correct and the work noted has been completed. We are recommending approval of the following payments:

Contract #	Pay App #	Contractor	Payment Request
2G	7	Jersen Construction Group, LLC,	\$ 249,558.02

If you have any questions or require additional information, please do not hesitate to contact me at (518) 452-1290. We look forward to continuing work on this important project.

Sincerely,

Anthony P. Mantas
Engineer II

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Village of South Glens Falls
46 Saratoga Avenue
South Glens Falls, NY 12803

FROM CONTRACTOR: Jersten Construction Group LLC
6 Industry Drive
Waterford NY 12188

VIA ENGINEER:

Delaware Engineering
28 Madison Avenue
Albany, NY 12203

CONTRACT FOR: No. 1 General Construction

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,544,500.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,544,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,216,832.65
5. RETAINAGE:
- a. 5 % of Completed Work (Column D + E on G703) \$ \$60,841.63
- b. 5 % of Stored Material (Column F on G703) \$ \$0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 60,841.63
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,155,991.02
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 906,433.00
8. CURRENT PAYMENT DUE \$ 249,558.02
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 388,508.98

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

AIA DOCUMENT G702 • APPLICATION AND CERTIFICATION FOR PAYMENT • 1992 EDITION • AIA - ©1992

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AIA DOCUMENT G702

PROJECT: Village of S. Glens Falls

WTP Upgrades Re-Bid 2G

PERIOD TO: 2/28/2023

PROJECT NO. 19-1820

SRF No. 18332

CONTRACT DATE: February 3, 2022

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.

CONTRACTOR: Jersten Construction Group

By: [Signature] Date: 4/5/2023

State of: NY County of: Saratoga

Subscribed and sworn to before me this 5th day of April 2023

Notary Public: [Signature]

My Commission expires: 7/5/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's 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 \$ 249,558.02

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

ENGINEER: Delaware Engineering

By: [Signature] Date: 05/16/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5292



Distribution to:

OWNER

X ARCHITECT

CONTRACTOR

CONTINUATION SHEET

ON AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G703

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APPLICATION NO: **#REF!**
APPLICATION DATE: **#REF!**
PERIOD TO: February 28, 2023

units are stated to the nearest dollar.
variable retainage for line items may apply.

A		B		C		D		E		F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)					
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD										
1	General Conditions													
2	General Requirements	\$47,000.00	\$29,100.00	\$4,000.00	\$0.00	\$33,100.00	70.43%	\$13,900.00	\$1,655.00					
3	Bonds and Insurance	\$36,000.00	\$36,000.00	\$0.00	\$0.00	\$36,000.00	100.00%	\$0.00	\$1,800.00					
5	Field Office	\$6,000.00	\$3,600.00	\$600.00	\$0.00	\$4,200.00	70.00%	\$1,800.00	\$210.00					
6	Supervision	\$150,000.00	\$91,000.00	\$15,000.00	\$0.00	\$106,000.00	70.67%	\$44,000.00	\$5,300.00					
7	Mobilization	\$18,500.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00	97.30%	\$500.00	\$900.00					
10	Survey	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00					
11	Dumpsters	\$8,000.00	\$4,500.00	\$1,500.00	\$0.00	\$6,000.00	75.00%	\$2,000.00	\$300.00					
14	ALLOWANCES													
15	Contingency Allowance 1	\$40,000.00	\$0.00	\$40,000.00	\$0.00	\$40,000.00	100.00%	\$40,000.00	\$1,301.63					
16	Contingency Allowance 2	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	100.00%	\$50,000.00	\$1,301.63					
19	Division 03 - Cast In Place Concrete													
20	Concrete Reinforcing L	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100.00%	\$0.00	\$450.00					
21	Concrete Reinforcing M	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$750.00					
23	Footing Formwork L	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$300.00					
24	Footing Formwork M	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00					
25	Wall & Pier Formwork L	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$1,000.00					
26	Wall & Pier Formwork M	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00					
27	Footing Concrete L	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00					
28	Footing Concrete M	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$300.00					
29	Wall & Pier Concrete L	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00					
30	Wall & Pier Concrete M	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00					
31	Slab Prep L	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00					
32	Slab Prep M	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00					
33	Slab Concrete L	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00					
34	Slab Concrete M	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00					
35	6' Wet Well L	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100.00%	\$0.00	\$225.00					
36	6' Wet Well M	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00					
35	2500 Gallon Septic Tank L	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00					
36	2500 Gallon Septic Tank M	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	100.00%	\$0.00	\$850.00					
35	Trench Drain L	\$5,000.00	\$4,800.00	\$200.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00					
36	Trench Drain M	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00					
62	Division 07 - Thermal and Moisture Protection													
63	Joint Sealers L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00					
64	Joint Sealers M	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00					
65	Building Insulation L	\$5,000.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	50.00%	\$2,500.00	\$125.00					
66	Building Insulation M	\$1,500.00	\$0.00	\$750.00	\$0.00	\$750.00	50.00%	\$750.00	\$37.50					
78	Division 08 - Openings													
79	Metal Door and Frames L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00					
80	Metal Door and Frames M	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,000.00	\$0.00					
81	Aluminum Windows L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00					
82	Aluminum Windows M	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00					

CONTINUATION SHEET

ON AND CERTIFICATION FOR PAYMENT

ALA DOCUMENT G703

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APPLICATION NO: #REF!
APPLICATION DATE: #REF!
PERIOD TO: February 28, 2023

units are stated to the nearest dollar.
variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C		D	E		F	G	H	I	J
		SCHEDULED VALUE			WORK COMPLETED THIS PERIOD						
83	Door HDWR L	\$1,000.00		\$0.00		\$0.00		\$0.00	0.00%	\$1,000.00	\$0.00
84	Overhead Door L	\$2,000.00		\$0.00		\$0.00		\$0.00	0.00%	\$2,000.00	\$0.00
85	Overhead Door M	\$7,000.00		\$0.00		\$0.00		\$0.00	0.00%	\$7,000.00	\$0.00
100	Division 09 – Finishes										
101	Construction and Restoration Painting L	\$3,000.00		\$0.00		\$0.00		\$0.00	0.00%	\$3,000.00	\$0.00
102	Construction and Restoration Painting M	\$500.00		\$0.00		\$0.00		\$0.00	0.00%	\$500.00	\$0.00
116	Division 10 – Specialties										
117	Signage L	\$500.00		\$0.00		\$0.00		\$0.00	0.00%	\$500.00	\$0.00
118	Signage M	\$500.00		\$0.00		\$0.00		\$0.00	0.00%	\$500.00	\$0.00
119	Fire Protection Specialties L	\$500.00		\$0.00		\$0.00		\$0.00	0.00%	\$500.00	\$0.00
120	Fire Protection Specialties M	\$1,000.00		\$0.00		\$0.00		\$0.00	0.00%	\$1,000.00	\$0.00
133	Division 13 – Pre-Engineered Metal Building										
134	PEMB L	\$52,000.00		\$0.00		\$35,000.00		\$0.00	67.31%	\$17,000.00	\$1,750.00
135	PEMB M	\$169,000.00		\$169,000.00		\$0.00		\$0.00	100.00%	\$0.00	\$8,450.00
142	Division 31 – Earthwork										
143	Erosion and Sediment Control L	\$1,000.00		\$700.00		\$0.00		\$0.00	70.00%	\$300.00	\$35.00
144	Erosion and Sediment Control M	\$1,000.00		\$700.00		\$0.00		\$0.00	70.00%	\$300.00	\$35.00
145	Misc Site Demo L	\$3,000.00		\$3,000.00		\$0.00		\$0.00	100.00%	\$0.00	\$150.00
146	Misc Site Demo M	\$5,000.00		\$5,000.00		\$0.00		\$0.00	100.00%	\$0.00	\$250.00
147	Building Excavation L	\$5,000.00		\$5,000.00		\$0.00		\$0.00	100.00%	\$0.00	\$250.00
148	Building Excavation M	\$5,000.00		\$5,000.00		\$0.00		\$0.00	100.00%	\$0.00	\$250.00
149	Foundation Backfill L	\$4,000.00		\$4,000.00		\$0.00		\$0.00	100.00%	\$0.00	\$200.00
150	Foundation Backfill M	\$1,000.00		\$1,000.00		\$0.00		\$0.00	100.00%	\$0.00	\$50.00
149	Slab on Grade Prep L	\$1,000.00		\$1,000.00		\$0.00		\$0.00	100.00%	\$0.00	\$50.00
150	Slab on Grade Prep M	\$1,500.00		\$1,500.00		\$0.00		\$0.00	100.00%	\$0.00	\$75.00
151	Division 32 – Exterior Improvements										
152	Pavement Subbase L	\$1,500.00		\$0.00		\$0.00		\$0.00	0.00%	\$1,500.00	\$0.00
153	Pavement Subbase M	\$4,000.00		\$0.00		\$0.00		\$0.00	0.00%	\$4,000.00	\$0.00
154	Asphalt Concrete Paving L	\$4,000.00		\$0.00		\$0.00		\$0.00	0.00%	\$4,000.00	\$0.00
155	Asphalt Concrete Paving M	\$11,000.00		\$0.00		\$0.00		\$0.00	0.00%	\$11,000.00	\$0.00
156	Chain Link Fencing L	\$4,000.00		\$0.00		\$0.00		\$0.00	0.00%	\$4,000.00	\$0.00
157	Chain Link Fencing M	\$17,000.00		\$0.00		\$0.00		\$0.00	0.00%	\$17,000.00	\$0.00
158	Site Restoration L	\$1,000.00		\$0.00		\$0.00		\$0.00	0.00%	\$1,000.00	\$0.00
159	Site Restoration M	\$8,500.00		\$0.00		\$0.00		\$0.00	0.00%	\$8,500.00	\$0.00
177	Division 33 – Utilities										
178	GAC Overflow Piping L	\$2,500.00		\$1,250.00		\$0.00		\$0.00	50.00%	\$1,250.00	\$62.50
179	GAC Overflow Piping M	\$6,000.00		\$6,000.00		\$0.00		\$0.00	100.00%	\$0.00	\$300.00
180	Filtrate Piping L	\$4,000.00		\$2,000.00		\$0.00		\$0.00	50.00%	\$2,000.00	\$100.00
181	Filtrate Piping M	\$17,000.00		\$17,000.00		\$0.00		\$0.00	100.00%	\$0.00	\$850.00
182	Raw Water Intake Piping L	\$2,500.00		\$500.00		\$0.00		\$0.00	20.00%	\$2,000.00	\$25.00
184	Raw Water Intake Piping M	\$25,000.00		\$25,000.00		\$0.00		\$0.00	100.00%	\$0.00	\$1,250.00
185	GAC Backwash Piping L	\$1,500.00		\$0.00		\$0.00		\$0.00	0.00%	\$1,500.00	\$0.00

CONTINUATION SHEET

ON AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G703

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APPLICATION NO: **#REF!**
APPLICATION DATE: **#REF!**
PERIOD TO: February 28, 2023

units are stated to the nearest dollar.
variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
186	GAC Backwash Piping M	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
187	GAC Backwash Supply Piping L	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
188	GAC Backwash Supply Piping M	\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,000.00	\$0.00
189	Backwash & Waste Filtrate Piping L	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
190	Backwash & Waste Filtrate Piping M	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00
191	Submersible Pumps M	\$39,000.00	\$39,000.00	\$0.00	\$0.00	\$39,000.00	100.00%	\$0.00	\$1,950.00
192	GAC Filters L	\$18,000.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	83.33%	\$3,000.00	\$750.00
191	GAC Filters M	\$395,000.00	\$232,890.00	\$162,110.00	\$0.00	\$395,000.00	100.00%	\$0.00	\$19,750.00
192	Vertical Turbine Pumps L	\$1,500.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	66.67%	\$500.00	\$50.00
191	Vertical Turbine Pumps M	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$65,000.00	100.00%	\$0.00	\$3,250.00
192	Force Main Installation L	\$8,000.00	\$7,600.00	\$0.00	\$0.00	\$7,600.00	95.00%	\$400.00	\$380.00
192	Force Main Installation M	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$1,000.00
192	Magnetic Flow Meter L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
192	Magnetic Flowmeter M	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	\$0.00
192	Turbidity Meter L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
192	Turbidity Meter M	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
237									
GRAND TOTALS		\$1,544,500.00	\$954,140.00	\$262,692.65	\$0.00	\$1,216,832.65	78.78%	\$327,667.35	\$60,841.63

use a completed AIA Document D401 - Certification of Document's Authenticity

PARTIAL RELEASE AND WAIVER OF MECHANIC'S LIEN

PROJECT NAME: South Glens Falls Water Treatment Plant Upgrade Rebid CONTRACTOR/SUPPLIER: Jersen Construction Group
PROJECT ADDRESS: Beach Road, South Glens Falls, NY
CONTRACTOR/SUPPLIER'S CONTRACT NUMBER: 7 OWNER: Village of South Glens Falls THROUGH PERIOD ENDING: 2/28/23
CONSTRUCTION MANAGER: Delaware Engineering PARTIAL PAYMENT AMOUNT: \$249,558.02
Two hundred forty nine thousand five hundred fifty eight and 02/100 Dollars.

CONTRACTOR/SUPPLIER has provided labor, materials, rentals and/or services (collectively, "Work") on the above-described Project.

CONTRACTOR/SUPPLIER, for and in consideration of Partial Payment Amount to be paid upon execution of this Partial Release, does for itself, its successors, administrations and assigns, hereby affirm and agree as follows with respect to all Work performed to date and for which payment has been made pursuant to this Partial Release, except as noted below in Paragraph 3:

1. All labor employed in connection with the Work and the Project and all related payroll taxes and charges (such as withholding taxes, social security taxes and worker's compensation, disability and unemployment taxes and/or insurance premiums) have been paid in full, see attached; and
2. All materials, tools, equipment, supplies and services furnished and used upon or in connection with the Work and the Project have been paid for in full; and all sales, use, excise and similar taxes on or in connection with the same have been fully paid, see attached; and
3. Upon receipt by CONTRACTOR/SUPPLIER of a check from the CONSTRUCTION MANAGER in the Partial Payment Amount described above, payable to the CONTRACTOR/SUPPLIER, and when the check has been paid, this document shall become effective to release and forever discharge the CONSTRUCTION MANAGER, its surety and the OWNER and their respective officers, directors, agents, servants and employees, and all lands, improvements, chattels, and other real and personal property connected with or a part of the Project from any and all claims, demands, liens and claims of lien whatsoever, which it now has or hereafter might or could have arising out of the performance of all Work for which payment has been made.

CONTRACTOR/SUPPLIER will, at its sole cost and expense, forever hold harmless, CONSTRUCTION MANAGER, its surety and OWNER from any and all claims and demands and will defend against and obtain the discharge of any liens and claims of lien of others arising out of or in connection with the work, including, without limitation, those claimed or asserted by any employee, supplier or subcontractor of the CONTRACTOR/SUPPLIER (or any employee or supplier of any subcontractor/supplier of the undersigned), governmental agency or any insurance carrier; and

CONTRACTOR/SUPPLIER warrants that the amount of payments received or to be received represents the total value earned by CONTRACTOR/SUPPLIER for materials, labor, rentals, equipment and services supplied to the Project for the above-described contract.

CONTRACTOR/SUPPLIER warrants that it has not and will not assign any claims for payment or right to perfect a lien against such land and improvements and appurtenances and warrants that it has the right to execute this waiver and release.

This release and waiver may not be changed orally.

CONTRACTOR/SUPPLIER agrees that the CONSTRUCTION MANAGER, the OWNER of the Project, any lender, any title insurer, and any surety may rely upon this waiver and release.

IN WITNESS WHEREOF, Ryan Rand, of Jersen Construction Group has hereunto set her/his hand this 5th day of April, 2023.

CONTRACTOR/SUPPLIER: Jersen Construction Group
AUTHORIZED AGENT: Ryan Rand
WITNESS: [Signature]
SIGNATURE: [Signature]
TITLE: Project Manager

STATE OF NEW YORK)
) SS.:
COUNTY OF Saratoga)

On the 5th day of April in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan Rand, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

(Signature and office of individual taking acknowledgment.)





Delaware Engineering, D.P.C.

28 Madison Avenue Extension
Albany, New York 12203

Tel: 518.452.1290
Fax: 518.452.1335

May 16th, 2023

Nicholas Bodkin, Mayor
Village of South Glens Falls
46 Saratoga Ave
South Glens Falls, New York 12803

Subject: Payment Application
Water Treatment Plant Upgrades Re-Bid 2G

Dear Mayor Bodkin:

Delaware Engineering has reviewed the attached Application and Certificates for Payment submitted by the contractor for the referenced project. All of the information in the application appears correct and the work noted has been completed. We are recommending approval of the following payments:

Contract #	Pay App #	Contractor	Payment Request
2G	8	Jersen Construction Group, LLC,	\$ 116,256.25

If you have any questions or require additional information, please do not hesitate to contact me at (518) 452-1290. We look forward to continuing work on this important project.

Sincerely,

Anthony P. Mantas
Engineer II

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Village of South Glens Falls
46 Saratoga Avenue
South Glens Falls, NY 12803
FROM CONTRACTOR:
Jensen Construction Group LLC
6 Industry Drive
Waterford NY 12188
CONTRACT FOR: No. 1 General Construction

ALA DOCUMENT G702
PROJECT: Village of S. Glens Falls
WTP Upgrades Re-Bid 2G
APPLICATION NO: 08
PERIOD TO: 3/31/2023
PROJECT NO. 19-1820
SRF No. 18332

VIA ENGINEER:
Delaware Engineering
28 Madison Avenue
Albany, NY 12203

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$ 1,544,500.00
- 2. Net change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,544,500.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,339,207.65
- 5. RETAINAGE:
 - a. 5 % of Completed Work (Column D + E on G703) \$ \$66,960.38
 - b. 5 % of Stored Material (Column F on G703) \$ \$0.00
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 66,960.38
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,272,247.27
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,155,991.02
- 8. CURRENT PAYMENT DUE \$ 116,256.25
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 272,252.73

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00	\$0.00
Total approved this Month		\$0.00	\$0.00
TOTALS		\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00	

CONTRACT DATE: February 3, 2022

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 to 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.

CONTRACTOR: Jensen Construction Group

By: [Signature] Date: 5/12/23
State of: NY County of: Saratoga
Subscribed and sworn to before me this 12th day of May 2023
Notary Public: [Signature]
My Commission expires: 7/5/2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's 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\$ 116,256.25

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

ENGINEER: Delaware Engineering
By: [Signature] Date: 05/16/2023
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

ON AND CERTIFICATION FOR PAYMENT

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APPLICATION NO: **#REF!**
APPLICATION DATE: **#REF!**
PERIOD TO: March 31, 2023

units are stated to the nearest dollar.
variable retainage for line items may apply.

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	General Conditions								
2	General Requirements	\$47,000.00	\$33,100.00	\$5,000.00	\$0.00	\$38,100.00	81.06%	\$8,900.00	\$1,905.00
3	Bonds and Insurance	\$36,000.00	\$36,000.00	\$0.00	\$0.00	\$36,000.00	100.00%	\$0.00	\$1,800.00
5	Field Office	\$6,000.00	\$4,200.00	\$800.00	\$0.00	\$5,000.00	83.33%	\$1,000.00	\$250.00
6	Supervision	\$150,000.00	\$106,000.00	\$16,000.00	\$0.00	\$122,000.00	81.33%	\$28,000.00	\$6,100.00
7	Mobilization	\$18,500.00	\$18,000.00	\$500.00	\$0.00	\$18,500.00	100.00%	\$0.00	\$925.00
10	Survey	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
11	Dumpsters	\$8,000.00	\$6,000.00	\$1,000.00	\$0.00	\$7,000.00	87.50%	\$1,000.00	\$350.00
14	ALLOWANCES								
15	Contingency Allowance 1	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	\$0.00
16	Contingency Allowance 2	\$50,000.00	\$26,032.65	\$0.00	\$0.00	\$26,032.65	52.07%	\$23,967.35	\$1,301.63
19	Division 03 - Cast In Place Concrete								
20	Concrete Reinforcing L	\$9,000.00	\$9,000.00	\$0.00	\$0.00	\$9,000.00	100.00%	\$0.00	\$450.00
21	Concrete Reinforcing M	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$750.00
23	Footing Formwork L	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$300.00
24	Footing Formwork M	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
25	Wall & Pier Formwork L	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$1,000.00
26	Wall & Pier Formwork M	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
27	Footing Concrete L	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
28	Footing Concrete M	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$300.00
29	Wall & Pier Concrete L	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
30	Wall & Pier Concrete M	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
31	Slab Prep L	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
32	Slab Prep M	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
33	Slab Concrete L	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
34	Slab Concrete M	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
35	6' Wet Well L	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100.00%	\$0.00	\$225.00
36	6' Wet Well M	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00
35	2500 Gallon Septic Tank L	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00
36	2500 Gallon Septic Tank M	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	100.00%	\$0.00	\$850.00
35	Trench Drain L	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
36	Trench Drain M	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00
62	Division 07 – Thermal and Moisture Protection								
63	Joint Sealers L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
64	Joint Sealers M	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
65	Building Insulation L	\$5,000.00	\$2,500.00	\$1,250.00	\$0.00	\$3,750.00	75.00%	\$1,250.00	\$187.50
66	Building Insulation M	\$1,500.00	\$750.00	\$375.00	\$0.00	\$1,125.00	75.00%	\$375.00	\$56.25
78	Division 08 – Openings								
79	Metal Door and Frames L	\$500.00	\$0.00	\$400.00	\$0.00	\$400.00	80.00%	\$100.00	\$20.00
80	Metal Door and Frames M	\$9,000.00	\$0.00	\$9,000.00	\$0.00	\$9,000.00	100.00%	\$0.00	\$450.00
81	Aluminum Windows L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
82	Aluminum Windows M	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00

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APPLICATION NO:

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PERIOD TO: March 31, 2023

units are stated to the nearest dollar.
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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE		D		E		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
				FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD						
83	Door HDWR L	\$1,000.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
84	Overhead Door L	\$2,000.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
85	Overhead Door M	\$7,000.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$7,000.00	\$0.00
100	Division 09 – Finishes											
101	Construction and Restoration Painting L	\$3,000.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
102	Construction and Restoration Painting M	\$500.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$500.00	\$0.00
116	Division 10 – Specialties											
117	Signage L	\$500.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$500.00	\$0.00
118	Signage M	\$500.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$500.00	\$0.00
119	Fire Protection Specialties L	\$500.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$500.00	\$0.00
120	Fire Protection Specialties M	\$1,000.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
133	Division 13 – Pre-Engineered Metal Building											
134	PEMB L	\$52,000.00		\$35,000.00		\$7,000.00		\$0.00	\$42,000.00	80.77%	\$10,000.00	\$2,100.00
135	PEMB M	\$169,000.00		\$169,000.00		\$0.00		\$0.00	\$169,000.00	100.00%	\$0.00	\$8,450.00
142	Division 31 – Earthwork											
143	Erosion and Sediment Control L	\$1,000.00		\$700.00		\$150.00		\$0.00	\$850.00	85.00%	\$150.00	\$42.50
144	Erosion and Sediment Control M	\$1,000.00		\$700.00		\$150.00		\$0.00	\$850.00	85.00%	\$150.00	\$42.50
145	Misc Site Demo L	\$3,000.00		\$3,000.00		\$0.00		\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
146	Misc Site Demo M	\$5,000.00		\$5,000.00		\$0.00		\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
147	Building Excavation L	\$5,000.00		\$5,000.00		\$0.00		\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
148	Building Excavation M	\$5,000.00		\$5,000.00		\$0.00		\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
149	Foundation Backfill L	\$4,000.00		\$4,000.00		\$0.00		\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
150	Foundation Backfill M	\$1,000.00		\$1,000.00		\$0.00		\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
149	Slab on Grade Prep L	\$1,000.00		\$1,000.00		\$0.00		\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
150	Slab on Grade Prep M	\$1,500.00		\$1,500.00		\$0.00		\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
151	Division 32 – Exterior Improvements											
152	Pavement Subbase L	\$1,500.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
153	Pavement Subbase M	\$4,000.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
154	Asphalt Concrete Paving L	\$4,000.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
155	Asphalt Concrete Paving M	\$11,000.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$11,000.00	\$0.00
156	Chain Link Fencing L	\$4,000.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$4,000.00	\$0.00
157	Chain Link Fencing M	\$17,000.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$17,000.00	\$0.00
158	Site Restoration L	\$1,000.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
159	Site Restoration M	\$8,500.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$8,500.00	\$0.00
177	Division 33 – Utilities											
178	GAC Overflow Piping L	\$2,500.00		\$1,250.00		\$0.00		\$0.00	\$1,250.00	50.00%	\$1,250.00	\$62.50
179	GAC Overflow Piping M	\$6,000.00		\$6,000.00		\$0.00		\$0.00	\$6,000.00	100.00%	\$0.00	\$300.00
180	Filtrate Piping L	\$4,000.00		\$2,000.00		\$2,000.00		\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
181	Filtrate Piping M	\$17,000.00		\$17,000.00		\$0.00		\$0.00	\$17,000.00	100.00%	\$0.00	\$850.00
182	Raw Water Intake Piping L	\$2,500.00		\$500.00		\$2,000.00		\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
184	Raw Water Intake Piping M	\$25,000.00		\$25,000.00		\$0.00		\$0.00	\$25,000.00	100.00%	\$0.00	\$1,250.00
185	GAC Backwash Piping L	\$1,500.00		\$0.00		\$0.00		\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00

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APPLICATION NO: **#REF!**
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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
186	GAC Backwash Piping M	\$8,000.00	\$0.00	\$8,000.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$400.00
187	GAC Backwash Supply Piping L	\$10,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	20.00%	\$8,000.00	\$100.00
188	GAC Backwash Supply Piping M	\$45,000.00	\$0.00	\$45,000.00	\$0.00	\$45,000.00	100.00%	\$0.00	\$2,250.00
189	Backwash & Waste Filtrate Piping L	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
190	Backwash & Waste Filtrate Piping M	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00
191	Submersible Pumps M	\$39,000.00	\$39,000.00	\$0.00	\$0.00	\$39,000.00	100.00%	\$0.00	\$1,950.00
192	GAC Filters L	\$18,000.00	\$15,000.00	\$1,500.00	\$0.00	\$16,500.00	91.67%	\$1,500.00	\$825.00
191	GAC Filters M	\$395,000.00	\$395,000.00	\$0.00	\$0.00	\$395,000.00	100.00%	\$0.00	\$19,750.00
192	Vertical Turbine Pumps L	\$1,500.00	\$1,000.00	\$250.00	\$0.00	\$1,250.00	83.33%	\$250.00	\$62.50
191	Vertical Turbine Pumps M	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$65,000.00	100.00%	\$0.00	\$3,250.00
192	Force Main Installation L	\$8,000.00	\$7,600.00	\$0.00	\$0.00	\$7,600.00	95.00%	\$400.00	\$380.00
192	Force Main Installation M	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$1,000.00
192	Magnetic Flow Meter L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
192	Magnetic Flowmeter M	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	\$0.00
192	Turbidity Meter L	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
237	Turbidity Meter M	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$1,000.00
GRAND TOTALS		\$1,544,500.00	\$1,216,832.65	\$122,375.00	\$0.00	\$1,339,207.65	86.71%	\$205,292.35	\$66,960.38

use a completed AIA Document D401 - Certification of Document's Authenticity

PARTIAL RELEASE AND WAIVER OF MECHANIC'S LIEN

PROJECT NAME: South Glens Falls Water Treatment Plant Upgrade Rebid CONTRACTOR/SUPPLIER:
Jersen Construction Group PROJECT ADDRESS:
Beach Road, South Glens Falls, NY CONTRACTOR/SUPPLIER'S CONTRACT
NUMBER: 8 OWNER: Village of South Glens Falls THROUGH
PERIOD ENDING: 3/31/2023
CONSTRUCTION MANAGER: Delaware Engineering PARTIAL PAYMENT AMOUNT: \$116,256.25
One hundred sixteen thousand two hundred fifty six and 25/100 Dollars.

CONTRACTOR/SUPPLIER has provided labor, materials, rentals and/or services (collectively, "Work") on the above-described Project.

CONTRACTOR/SUPPLIER, for and in consideration of Partial Payment Amount to be paid upon execution of this Partial Release, does for itself, its successors, administrations and assigns, hereby affirm and agree as follows with respect to all Work performed to date and for which payment has been made pursuant to this Partial Release, except as noted below in Paragraph 3:

1. All labor employed in connection with the Work and the Project and all related payroll taxes and charges (such as withholding taxes, social security taxes and worker's compensation, disability and unemployment taxes and/or insurance premiums) have been paid in full, see attached; and
2. All materials, tools, equipment, supplies and services furnished and used upon or in connection with the Work and the Project have been paid for in full; and all sales, use, excise and similar taxes on or in connection with the same have been fully paid, see attached; and
3. Upon receipt by CONTRACTOR/SUPPLIER of a check from the CONSTRUCTION MANAGER in the Partial Payment Amount described above, payable to the CONTRACTOR/SUPPLIER, and when the check has been paid, this document shall become effective to release and forever discharge the CONSTRUCTION MANAGER, its surety and the OWNER and their respective officers, directors, agents, servants and employees, and all lands, improvements, chattels, and other real and personal property connected with or a part of the Project from any and all claims, demands, liens and claims of lien whatsoever, which it now has or hereafter might or could have arising out of the performance of all Work for which payment has been made.

CONTRACTOR/SUPPLIER will, at its sole cost and expense, forever hold harmless, CONSTRUCTION MANAGER, its surety and OWNER from any and all claims and demands and will defend against and obtain the discharge of any liens and claims of lien of others arising out of or in connection with the work, including, without limitation, those claimed or asserted by any employee, supplier or subcontractor of the CONTRACTOR/SUPPLIER (or any employee or supplier of any subcontractor/supplier of the undersigned), governmental agency or any insurance carrier; and

CONTRACTOR/SUPPLIER warrants that the amount of payments received or to be received represents the total value earned by CONTRACTOR/SUPPLIER for materials, labor, rentals, equipment and services supplied to the Project for the above-described contract.

CONTRACTOR/SUPPLIER warrants that it has not and will not assign any claims for payment or right to perfect a lien against such land and improvements and appurtenances and warrants that it has the right to execute this waiver and release.

This release and waiver may not be changed orally.

CONTRACTOR/SUPPLIER agrees that the CONSTRUCTION MANAGER, the OWNER of the Project, any lender, any title insurer, and any surety may rely upon this waiver and release.

IN WITNESS WHEREOF, Ryan Rand, of Jersen Construction Group has hereunto set her/his hand this 12th day of May, 2023.

CONTRACTOR/SUPPLIER: Jersen Construction Group
AUTHORIZED AGENT: Ryan Rand
WITNESS: [Signature]
SIGNATURE: [Signature]
TITLE: Project Manager

STATE OF NEW YORK)
) SS.:
COUNTY OF Saratoga)

On the 12th day of May in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Ryan Rand, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

(Signature and office of individual taking acknowledgment.)





Delaware Engineering, D.P.C.
28 Madison Ave. Ext.
Albany, NY 12203
(518) 452-1290

Village of South Glens Falls
46 Saratoga Ave.
South Glens Falls, NY 12803

Invoice number 19-1820-29
Date 04/25/2023

Project 19-1820 Village of South Glens Falls -
Water System Upgrades

For Services Rendered Through April 02, 2023

REBID GAC TREATMENT

	Hours	Rate	Billed Amount
Anthony Mantas	2.50	125.00	312.50
Phase subtotal	2.50		312.50

PFOA CA & CO

	Hours	Rate	Billed Amount
Anthony Mantas	13.50	125.00	1,687.50
Karla Nunamann	1.00	90.00	90.00
Phase subtotal	14.50		1,777.50
subtotal	17.00		2,090.00

Invoice total **2,090.00**

Invoice Summary

Description	Contract Amount	Remaining	Percent Complete	Prior Billed	Current Billed
PFOA DESIGN	56,200.00	17.79	99.97	56,182.21	0.00
REBID GAC TREATMENT	10,800.00	1,501.25	86.10	8,986.25	312.50
WATER MAIN DESIGN	43,000.00	438.55	98.98	42,561.45	0.00
REBID TANK DESIGN	6,100.00	5.00	99.92	6,095.00	0.00
PFOA CA & CO	33,000.00	2,845.00	91.38	28,377.50	1,777.50
H & W WATER MAIN CA & CO	42,000.00	0.70	100.00	41,999.30	0.00
REBID TANK CA & CO	65,400.00	0.51	100.00	65,399.49	0.00
Total	256,500.00	4,808.80	98.13	249,601.20	2,090.00

Approved by:

Robert Flores



Delaware Engineering, D.P.C.

28 Madison Ave. Ext.

Albany, NY 12203

(518) 452-1290

Village of South Glens Falls

Project 19-1820 Village of South Glens Falls - Water System Upgrades

Invoice number 19-1820-29

Date 04/25/2023

Please remit payment to:
Delaware Engineering, D.P.C.
28 Madison Ave. Ext.
Albany, NY 12203



Delaware Engineering, D.P.C.
 28 Madison Ave. Ext.
 Albany, NY 12203
 (518) 452-1290

Village of South Glens Falls
 Project 19-1820 Village of South Glens Falls - Water System Upgrades

Invoice number 19-1820-29
 Date 04/25/2023

Anthony Mantas

Timesheet Date: 03/26/2023

Project	Phase	Activity	Employee Type	Mon-20	Tue-21	Wed-22	Thu-23	Fri-24	Sat-25	Sun-26	Total
Village of South Glens Falls - Water System Upgrades	PFOA CA & CO	Project Time	Engineer I	0.50							0.50
Regular total				0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.50
Timesheet total				0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.50

Timesheet Date: 03/19/2023

Project	Phase	Activity	Employee Type	Mon-13	Tue-14	Wed-15	Thu-16	Fri-17	Sat-18	Sun-19	Total
Village of South Glens Falls - Water System Upgrades	PFOA CA & CO	Project Time	Engineer I	1.50	0.50		0.50	2.50			5.00
Regular total				1.50	0.50	0.00	0.50	2.50	0.00	0.00	5.00
Timesheet total				1.50	0.50	0.00	0.50	2.50	0.00	0.00	5.00

Timesheet Date: 03/12/2023

Project	Phase	Activity	Employee Type	Mon-06	Tue-07	Wed-08	Thu-09	Fri-10	Sat-11	Sun-12	Total
Village of South Glens Falls - Water System Upgrades	PFOA CA & CO	Project Time	Engineer I	2.50		1.00					3.50
Village of South Glens Falls - Water System Upgrades	ReBid GAC Treatment	Project Time	Engineer I		0.50	0.50					1.00
Regular total				2.50	0.50	1.50	0.00	0.00	0.00	0.00	4.50
Timesheet total				2.50	0.50	1.50	0.00	0.00	0.00	0.00	4.50

Timesheet Date: 03/05/2023

Project	Phase	Activity	Employee Type	Mon-27	Tue-28	Wed-01	Thu-02	Fri-03	Sat-04	Sun-05	Total
Village of South Glens Falls - Water System Upgrades	PFOA CA & CO	Project Time	Engineer I	3.00	0.50			1.00			4.50
Village of South Glens Falls - Water System Upgrades	ReBid GAC Treatment	Project Time	Engineer I		0.50		0.50	0.50			1.50
Regular total				3.00	1.00	0.00	0.50	1.50	0.00	0.00	6.00
Timesheet total				3.00	1.00	0.00	0.50	1.50	0.00	0.00	6.00

Karla Nunamann

Timesheet Date: 03/12/2023

Project	Phase	Activity	Employee Type	Mon-06	Tue-07	Wed-08	Thu-09	Fri-10	Sat-11	Sun-12	Total
Village of South Glens Falls - Water System Upgrades	PFOA CA & CO	Project Time	Technical Typist					1.00			1.00
Regular total				0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00
Timesheet total				0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

Article 1. PARTIES TO CONTRACT.

THIS AGREEMENT is dated as of the 27th day of APRIL in the year 2023 by and between the Village of South Glens Falls, NY (hereinafter called OWNER) and Ferguson Enterprises, LLC dba Ferguson Waterworks (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 2. WORK.

- 2.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Contract No. 1
South Glens Falls Water Meter Project Re-Bid
Village of South Glens Falls**

Article 3. CONTRACT TIMES.

- 3.1 The Work will be completed per the following milestones:
- A. Be substantially complete within 360 days from notice to proceed;
 - B. And, will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 390 days from notice to proceed.
- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11.05 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER one Thousand and 00/100 dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1 until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER. CONTRACTOR shall pay OWNER One Thousand and 00/100 dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.
- 3.3 In addition to the liquidated damages set forth above, the CONTRACTOR shall be liable for all additional costs incurred by the OWNER for engineering and inspection services that extends beyond the substantial completion time specified in the Contract Documents.

Article 4. CONTRACT PRICE.

The total estimated amount of the Contract is **eight hundred ninety-eight thousand, three hundred and sixty-five dollars and 11 cents (\$898,365.11)** based on the prices set forth in the Bid Form.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

- 4.1. For the total of the base bid, contingency allowance(s), and bid alternate(s).
- 4.2. As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1. *Progress Payment & Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the last day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.03 of the General Conditions (and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.
 - 5.1.1 Prior to substantial completion, the CONTRACTOR shall be paid up to 95% of the amount for the work completed in accordance with Section 10 of Special Conditions, with the 5% balance being retainage.
 - 5.1.2. Upon Substantial Completion, the OWNER may increase total payments to CONTRACTOR to 100% of Contract Price, less an amount equal to double the value of the remaining work or the retainage whichever is less, provided the OWNER receives a release of surety from the CONTRACTOR.
- 5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions. OWNER shall pay the remainder of the Contract Price.
- 5.3. *Change Orders.* For changes in work greater than \$100,000, the percentage of overhead and profit shall be subject to negotiation.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."
- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 6.4 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigation, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement
- 7.2. Exhibits to this Agreement
- 7.3. Performance, Payment, and other Bonds, identified as exhibits.
- 7.4. Notice to Proceed
- 7.5. General Conditions
- 7.6. Supplementary Conditions
- 7.7. Special Conditions

- 7.8. Specifications bearing the following title: South Glens Falls Water Meter Project Re-Bid Contracts No.1
- 7.9. Figures with each sheet bearing the following general title: South Glens Falls Water Meter Details
- 7.10. Exhibits
- 7.11. Addenda
- 7.12. CONTRACTOR's Bid
- 7.13. Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.14. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.
The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

- 7.15 In the event of a conflict between any of the Contract Documents listed herein, Ferguson's Legal and Insurance Exceptions accepted in the Letter to Low Bidder as well as the submitted insurance documentation to date shall control.

Article 8. MISCELLANEOUS.

- 8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article 9. Affirmative Action Provisions

- 9.1. Refer to the EFC Bid Packet for Construction Contracts for the M/WBE goals and affirmative action goals and requirements.

Article 10. Contractor's Agreement Certification

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

OWNER _____

CONTRACTOR

FERGUSON WATERWORKS

THOMAS C ERICKSON

By: _____

By: _____

[CORPORATE SEAL]



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PROJECT COMPLETION CERTIFICATE

SRF Project No.: C5-7505-01-00
Recipient: Village of South Glens Falls
County: Saratoga

I, the undersigned and Authorized Person of the **Village of South Glens Falls** (the "Recipient"), hereby certify as follows:

1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Project Finance Agreement between the Corporation and the **Village of South Glens Falls** dated as of February 16, 2023.
2. The Recipient received no Third-Party Funding that was not already disclosed to the Corporation and included in EXHIBIT E of the Project Finance Agreement.
3. The Recipient received no moneys from another source for the same costs for which it submitted a Supplemental Certificate to the Corporation.
4. All equipment and facilities paid for in whole or in part with Financing proceeds were and are being used solely for Project purposes.
5. The project has been fully completed in accordance with the requirements set forth in the Project Finance Agreement dated as of February 16, 2023 between **Village of South Glens Falls** and the Corporation

I hereby affirm under penalty of perjury that I am an Authorized Person of **Village of South Glens Falls**, authorized to make the above certifications and that information provided on this Project Completion Certificate and all attachments, if any is true to the best of my knowledge and belief. I am aware false statements made in this Certificate are punishable pursuant to Section 210.45 of the Penal Law.

Village of South Glens Falls

By: Nicholas Bodkin

Authorized Person

Printed Name: _____

Title: Mayor

**NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION (EFC)
CERTIFICATION OF PROJECT COMPLETION**

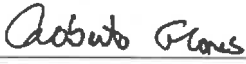
Recipient: **Village of South Glens Falls**
Project No.: **C5-7505-01-00**
County: **Saratoga**
Location: **Village of South Glens Falls**
Name of Project: **2020 Sewer Improvements – Contract #1**
Project Description: **Sanitary Sewer Cured-In-Place-Pipe (CIPP) Lining**

Construction of the above project must be under the supervision of a person or firm licensed to practice professional engineering in the State of New York, as required under the Education Law. The person or firm supervising the above project must file a Certification of Project Completion within 30 days after completion of construction with the New York State Environmental Facilities Corporation, 625 Broadway, Albany, New York 12207-2997.

Construction Contract Title:	Construction Start Date:	Construction Substantial Completion Date:	Construction Final Completion Date:
2020 Sewer Improvements – Contract #1	12/23/2020	10/03/2022	02/16/2023

☐ Applicable – the undersigned affirms that all components on the attached GPR Summary Sheet, identified as GPR by EFC, have been purchased, installed and are operable as described in the supporting documentation. (If applicable, please attach a summary sheet of GPR components incorporated into the project including the GPR item installed, approved GPR value, and actual GPR cost).

I certify that the construction of the above project including environmental mitigating measures, if any, was completed in accordance with the approved plans and specifications or approved amendments thereto and was under the supervision of a professional engineer licensed in New York State.

Engineer Name:	<u>Robert Flores</u>
Engineer Title:	<u>Senior Project Manager</u>
Engineering Firm:	<u>Delaware Engineering, D.P.C.</u>
Eng. Firm Address:	<u>28 Madison Ave Extension, Albany, NY 12203</u>
 	
Signature	Date <u>04/28/2023</u>

