MEETING OF THE
ROTTERDAM TOWN BOARD

January 8, 2025
7:00 PM
Agenda Review 6:30 PM

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins
EXECUTIVE SESSION
PROCLAMATIONS
PUBLIC HEARING

- To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±1.82 acres from Agriculture (A-1) to Two Family Residential (R-2) to facilitate a potential 3 Lot Subdivision on vacant land located along Fort Hunter Road and the terminus of Valentine Drive and is known as Tax Map No. 71.6-4-3.
- To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±3.07-acres parcel from Agriculture (A-1) to General Business (B-2) to facilitate the potential construction of three (3) contractor storage buildings compromising four parcels of vacant land located along Old Mariaville Road and is known as Tax Map Nos. 47.-4-8, 47.-4-9, 47.-4-10 and 47.-4-11.
- To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units located on the property known as 759 Peter Road, Tax Map No. 59.20-1-1.

PRESENTATIONS

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:
Those members of the public wishing to address the Town Board will be asked to sign in before the meeting is called to order on the sign-in sheets being provided. Speakers will be called to the podium in the order of their signing in. Persons recognized by the Chair to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as Chair of the meeting. Persons granted the privilege of the floor shall first clearly state his/her name and address for the record. Persons so addressing the Chair through the use of a prepared written statement shall submit a copy of the same to the Town Clerk for the purpose of maintaining clear and accurate official minutes of the Town Board meeting.

GENERAL RULES OF PROCEDURE FOR PUBLIC HEARINGS & PRIVILEGE OF THE FLOOR:

Any person recognized by the Town Supervisor to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as chair of the meeting. Any person granted the privilege of the floor shall first clearly state his/her name and address for the record. The purpose of privilege of the floor shall be for speakers to express their views, thoughts and speak freely. Each speaker, who wishes to address the town board, shall have an equal and reasonable opportunity to be heard by the town board. Each speaker shall be afforded a maximum of four (4) minutes to address the Town Board.

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

55.25 Accepting Town Board meeting minutes. Pg. 65

56.25 To accept revenue for Town Clerk's Office for December 2024. Pg. 80

57.25 To accept a monetary donation from the Mohawk Toastmasters Club for the Rotterdam Senior Center. Pg. 85

58.25 To negotiate and execute an agreement with Conti Appraisal & Consulting, LLC for an appraisal report of 369 Duanesburg Road. Pg. 88

59.25 To authorize a Water District No. 5 Water Rental Agreement with John McDonald, Yankee Hill LLC. Pg. 94

60.25 Call for bids for Rotterdam Water System Improvements – Contract No. 1 – Well #6 – Site Fill. Pg. 105

61.25 Call for bids for On Call Electrical Contractor Services. Pg. 519

62.25 Call for bids for On Call Fencing Contractor Services. Pg. 543

63.25 Call for bids for On Call Maintenance Contractor Services. Pg. 567

64.25 Call for bids for On Call Plumbing Contractor Services. Pg. 591

65.25 To negotiate and execute an agreement with Sonicwall Inc. Pg. 616

66.25 To appoint individuals to various part time positions and duties for the calendar year 2025. Pg. 620

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT
Mollie A. Collins, Supervisor

PUBLIC HEARING #1

01/08/25

To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±1.82 acres from Agriculture (A-1) to Two Family Residential (R-2) to facilitate a potential 3 Lot Subdivision on vacant land located along Fort Hunter Road and the terminus of Valentine Drive and is known as Tax Map No. 71.6-4-3.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 471.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE REQUEST ON ±1.82 ACRES FROM AGRICULTURAL (A-1) TO TWO FAMILY RESIDENTIAL (R-2) LOCATED ALONG FORT HUNTER ROAD AND THE TERMINUS OF VALENTINE DRIVE

WHEREAS, the Town Board passed Resolution No. 411.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±1.82 acres from Agriculture (A-1) to Two Family Residential (R-2) to facilitate a potential 3 Lot Subdivision on vacant land located along Fort Hunter Road and the terminus of Valentine Drive and is known as Tax Map No. 71.6-4-3; and

WHEREAS, the Planning Commission, on November 19, 2024, issued a positive recommendation on the change of zone requested by the applicant; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on December 11, 2024; NOW

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MASTROIANNI,**
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 8th day of January 2025 for the following purpose:

> To recognize the introduction of Introductory Local Law No. ____ of 2024; ; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±1.82 acres from Agriculture (A-1) to Two Family Residential (R-2) to facilitate a potential 3 Lot Subdivision on vacant land located along Fort Hunter Road and the terminus of Valentine Drive and is known as Tax Map No. 71.6-4-3.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: December 11, 2024
Daily Gazette: Please publish once on December 13, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on December 11, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady, County N.Y.

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE:	October 24, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner PC
TITLE OF REQUEST:	Refer to Planning Commission for Report and Recommendation for Change of Zone Request on a ±1.82-acre parcel from Agriculture (A-1) to Two Family Residential (R-2).
TOWN BOARD MEETING:	November 6, 2024
Background Information:	CNZ LLC (Contract Vendee) c/o Ziggy Viscusi 2794 West Lydius Street Schenectady, NY 12306 Refer to Planning Commission for Report and Recommendation for Change of Zone Request on a ±1.82-acre parcel from Agriculture (A-1) to Two Family Residential (R-2) to facilitate a potential 3 Lot Subdivision. Property is vacant land located along Fort Hunter Road and the terminus of Valentine Drive and is known as Tax Map No. 71.6-4-3.
Evaluation/Analysis:	Rotterdam Town Code 270-174 states that Change of Zone applications shall be referred to the Planning Board for a report and recommendation prior to a public hearing.
Recommendation(s):	Refer to Planning Commission for Report and Recommendation.
Attachment/Document(s):	Application Materials
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	NYS Town Law Article 16 Proposed Local Law of the Year 2024
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee **$1,000**

Existing Zone Classification: Agricultural

Proposed Zone Classification: R-2

PART II
GENERAL INFORMATION

Legal Owner's Name: Ziggy Viscusi, CNZ, LLC
Mailing Address: 2794 West Lydius Street
City: Schenectady State: NY Zip: 12306
Daytime Phone: 518-857-1000 E-mail: soccer12349@hotmail.com

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP

Mailing Address: 411 Union Street
City: Schenectady State: NY Zip: 12305
Daytime Phone: 518-377-0315 E-mail: luigi@abdeng.com
Project/Proposal Site Area: (Acres or sq. ft.) 1.82± acres
Assessor Tax Parcel No.(s) of Site: 71.6-4-3
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) 1.82± acres

Street Address of Proposed Site (if any): Fort Hunter Road (no address assigned yet).

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)
The existing site is vacant.

School District: Mohonasen Central School District (CSD) Fire District: 2

Water Supply: Rotterdam

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)
The site is 150 feet north of Valentine Drive.

Name of Public Road(s) Providing Access: Fort Hunter Road and Valentine Drive

Width of Property Fronting on the Existing Public Road in Linear Feet: 183± feet

Does the Proposal Have Access to an Arterial or Planned Arterial? ( ) Yes (✓) No

Name(s) of Arterial Road(s): _____

A legal description of the proposed site must be attached: (X) Yes ( ) No

A copy of the assessor's map of the proposed site must be attached: (X) Yes ( ) No

A copy of the most current deed(s) of the proposed site must be attached: (X) Yes ( ) No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? N/A

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

The site is near multifamily projects, duplexes, and single family. This provides a different style homes for the community.

Does any City officer, employee or family member thereof have a financial interest (as defined by General Municipal Law Section 809) in this application? YES _____ NO ✓. If yes, a statement disclosing the name, residence, nature and extent of this interest must be filed with this application.

UTILITIES

Proposed Source of Water:
( ) Individual Wells (✓) Public System ( ) Private Community System
( ) Other, please describe _____

Proposed Means of Sewage Disposal:
( ) Public Sewer ( ) Dry Sewer ( ) Community System (✓) Septic Tank & Leachfield ( ) Other, please describe _____

PART III

****
SURVEYOR/ARCHITECT/ENGINEER VERIFICATION
****

I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: _____ Date: October 16, 2024
Address: 411 Union Street, Schenectady, NY Phone: 518-377-0315
Zip: 12305

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

****

LEGAL OWNER SIGNATURE

****

(Signature of legal owner or representative as authorized by legal owner)

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: Ziggy Viscusi, CNZ, LLC
Address: 2794 West Lydius Street
Schenectady, NY

Date:
Phone: 518-858-3504
Zip: 12306

Signature of applicant or representative

10/19/24
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Schenectady

SUBSCRIBED AND SWORN to before me this 19th day of October, 2024

NOTARY SEAL

Melanie Efaw
Notary Signature

Notary Public in and for the State of New York
Residing at:
My appointment expires:

MELANIE EFAW
Notary Public, State of New York
Qualified in Montgomery County
Reg. No. 01EF6336694
Commission Expires February 8, 2028

PLEASE AFFIX NOTARY SEAL HERE

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

A COPY OF THIS LETTER MUST BE SUBMITTED FOR EACH PROPERTY OWNER INVOLVED

I, Ziggy Viscusi, CNZ, LLC, being duly sworn declare that I am the

(PROPERTY OWNER)

owner of the property involved in a proposed subdivision application request before the Town of Rotterdam for property known as parcel number (s):

Tax Parcel Number(s): 71.6-4-3

I hereby grant Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP and/or their agent(s) to act on my behalf.

I further declare that all statements, answers, and information herein submitted is in all respects true and correct to the best of my knowledge and belief.

Signature (Authorized Representative): [signature]

Date: 10/19/24

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Schenectady
SUBSCRIBED AND SWORN to before me this 19th day of October, 2024

NOTARY SEAL

[signature]
Notary Signature

Notary Public in and for the State of New York
Residing at: MELANIE EFAW
My appointment expires: Notary Public, State of New York Qualified in Montgomery County Reg. No. 01EF6336694 Commission Expires February 8, 2028

OFFICE OF THE SCHENECTADY COUNTY CLERK

620 STATE STREET
SCHENECTADY, NY 12305-2114
PHONE (518) 388-4220
FAX (518) 388-4224

Cara M. Ackerley
County Clerk

Instrument Number - 202421152
Recorded On 4/11/2024 At 10:50:20 AM
* Instrument Type - DEED
* Book/Page - DEED/2128/709
* Total Pages - 4
Invoice Number - 1206609 User ID: TMH
* Document Number - 2024-1456
* Grantor - VALENTINE PHILOMENA ESTATE
GUZZARDI LUCILLE
* Grantee - J & N ADAMEC ENTERPRISES LLC
J&N ADAMEC ENTERPRISES LLC

*RETURN DOCUMENT TO:
BRICK LAW FIRM
2 COMPUTER DR W
SUITE 100
ALBANY, NY 12205

* FEES

NY REALTY TRANSFER TAX	$230.00
NY LAND SUR	$4.75
NY E & A FEES	$241.00
NY LAND COMP SUR	$14.25
CO GENERAL REVENUE	$50.50
CO LAND SUR	$0.25
CO E & A FEES	$9.00
CO LAND COMP SUR	$0.75
TOTAL PAID	$550.50

TRANSFER TAX
Real Estate Transfer Tax Num - 2933
Transfer Tax Amount - $ 230.00

I hereby CONFIRM that this document is
Recorded in the Schenectady County Clerk's Office
in Schenectady, New York

CMAckerley
Cara M. Ackerley
Schenectady County Clerk

THIS IS AN ENDORSEMENT PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

0051NP

INSTRUMENT NUMBER - 202421152

DEED Book 2128 Page 710
Doc No 2024-1456

3

Administrator's Deed

This Indenture,

Made the 28th day of March, Two Thousand Twenty-Four,

BETWEEN

LUCILLE GUZZARDI, residing at 179 Boxwood Drive, Schenectady, New York, 12303, Individually and as Administrator d.b.n. of the **ESTATE OF PHILOMENA VALENTINE**, late of the County of Schenectady, New York

Party of the First Part, and

J & N ADAMEC ENTERPRISES, LLC a domestic limited liability company with offices at 389 Masullo Parkway, Schenectady, New York, 12306,

Party of the Second Part.

WITNESSETH, that the Party of the First Part, by virtue of the power and authority to them given in and by Article 11 of the Estates, Powers and Trusts Law, or any amendment thereof from time to time made, and in consideration of Fifty Seven Thousand Five Hundred and 00/100 Dollars ($57,500.00), lawful money of the United States, paid by the Party of the Second Part, do hereby grant and release unto the Party of the Second Part, its heirs, distributees and assigns, forever,

3

SEC. 71 BLK 6 LOT 4 IDENTIFICATION

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Rotterdam, County of Schenectady and State of New York, bounded and described as follows: BEGINNING at a point in the division line between lands of CHARLES J. ZAJAN and lands now or formerly of Kallas, said point being distant 465.38 feet northwesterly from a concrete monument located in the Northerly boundary of lands of said Charles J. Zajan, and said concrete monument is further described as being distant 71.75 feet Westerly from the Northwesterly side of Guilderland Road and running thence North 51 degrees 15 minutes West along said division line between lands of said Zajan and said Kallas a distance of 686.96 feet to a point in the Easterly line of Fort Hunter Road; thence South 01 degrees 02 minutes East along the Easterly line of Fort Hunter Road a distance of 156.19 feet to an iron pipe at lands of Benjamin Valentine and wife; thence South 51 degrees 15 minutes East along the division line between lands of said Charles J. Zajan and Benjamin Valentine and wife a distance of 586.98 feet to an iron pipe; thence North 38 degrees 45 minutes East through lands of said Zajan a distance of 120.0 feet to the point of beginning and containing 1.75 acres.

DEED Book 2128 Page 717
Doc No 2024-1456

ALSO, ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, situate in the Town of Rotterdam, County of Schenectady, and State of New York, and being more particularly bounded and described as follows:

BEGINNING at an iron pipe in the easterly line of Fort Hunter Road, said point being at the northwesterly corner of the lands now or formerly of Joseph Geloso (Liber 1028, Page 689) and running from said point South 54° 51′ East along the lands now or formerly of Geloso a distance of 123.77 feet to a point; thence running from said point South 51° 15′ East a distance of 50 feet to a point; thence running North 38° 45′ E, a distance of 12.5 feet to a point; thence running North 51° 15′ West a distance of 190.41 feet to a point on the easterly line of Fort Hunter Road; and thence running South 1° 03′ E along the easterly boundary of Fort Hunter Road, a distance of 26.38 feet to the point or place of beginning.

It is intended to convey that parcel of land with Tax Map I.D. #71.6 – 4 – 3.

BEING a portion of lands described in a Deed from Benjamin A. Valentine and Philomena Valentine to Philomena Valentine, dated March 19, 1986, and recorded in the Office of the Clerk of the County of Schenectady on March 20, 1986, in Book 1098 of Deeds at Page 11.

The said Philomena Valentine died intestate, a resident of the County of Schenectady, New York, on March 6, 2001. On September 16, 2005, Letters of Administration d.b.n. were issued to Lucille Guzzardi by the Schenectady County Surrogate's Court. Said Letters are now in full force and effect and have not been revoked.

This conveyance is made pursuant to a Stipulation of Settlement entered in the Accounting proceedings for the Estate of Philomena Valentine, in the Surrogate's Court for the County of Schenectady, New York, on December 16, 2011. (S.F. #1361-049) and subsequent Order of the Hon. Vincent W. Versaci, Surrogate, dated and filed in the Schenectady County Surrogates Court on March 3, 2015, incorporating a written Stipulation modifying and amending the Stipulation and Settlement dated December 16, 2011.

SUBJECT to all enforceable covenants, easements, conditions, reservations and restrictions of record.

THIS CONVEYANCE is made subject to the conditions, restrictions, agreements, and easements of record and as shown on said map which affect the said premises and to any assessment for public improvements now due or to become due against said premises.

Together with the appurtenances, and the estate which the said Decedent had at the time of her decease, in said premises, and also the estate therein, which the Party of the First Part had or have power to convey or dispose of, whether individually, or by virtue of said estate or statute or otherwise,

To have and to hold the premises herein granted unto the Party of the Second Part, their heirs, distributees, and assigns, forever.

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Doc No 2024-1456

And said Party of the First Part covenant that the Party of the First Part have not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

Subject to the provisions of Section Thirteen of the Lien Law.

The word "Party" shall be construed as if it reads "Parties" whenever the sense of this indenture so requires.

In Witness Whereof, the Party of the First Part have duly executed this Deed the day and year first above written.

IN PRESENCE OF

Lucille Guzzardi L.S.
Lucille Guzzardi, as Administrator d.b.n.

STATE OF NEW YORK :
COUNTY OF SCHENECTADY : SS.:

On the 28th day of March, 2024, before me, the undersigned, personally appeared LUCILLE GUZZARDI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Victoria L. Wienclawski
Notary Public

VICTORIA WIENCLAWSKI
Commissioner of Deeds, City of Schenectady
No. 1-0002
Cert. Filed in Schenectady County
Commission Expires on 02-15-2025

R&R: Brick Law Firm
2 Computer Dr. W.
Suite 100
Albany, NY 12205

3

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information

Name of Action or Project:
Fort Hunter Road Rezone

Project Location (describe, and attach a location map):
Fort Hunter Road and Valentine Drive, Schenectady, NY 12303

Brief Description of Proposed Action:
The Applicant is requesting a zoning change from Agricultural to R-2 to allow construction of one duplex and two single family houses. Public water and individual septic systems will serve the new homes.

Name of Applicant or Sponsor:	Telephone: 518-858-3504
Ziggy Viscusi	E-Mail: soccer12349@hotmail.com

Address:
2794 West Lydius Street

City/PO:	State:	Zip Code:
Schenectady	NY	12306

	NO	YES
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.	☑	☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Zoning Board of Appeals	☐	☑

3. a. Total acreage of the site of the proposed action? 1.82± acres
   b. Total acreage to be physically disturbed? 1.3± acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.82± acres

4. Check all land uses that occur on, are adjoining or near the proposed action:

5. ☑ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify):
   ☐ Parkland

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☑	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑

	NO	YES
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?		
If Yes, identify: _____	☑	☐

	NO	YES
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐

	NO	YES
9. Does the proposed action meet or exceed the state energy code requirements?		
If the proposed action will exceed requirements, describe design features and technologies:	☐	☑

	NO	YES
10. Will the proposed action connect to an existing public/private water supply?		
If No, describe method for providing potable water: _____	☐	☑

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____ Private Septic and leachfield	☑	☐

	NO	YES
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☑

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Karner Blue	☐	☑
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☑	☐
If Yes, a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☑	☐
If Yes, briefly describe:		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	☑	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20.Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	☑	☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

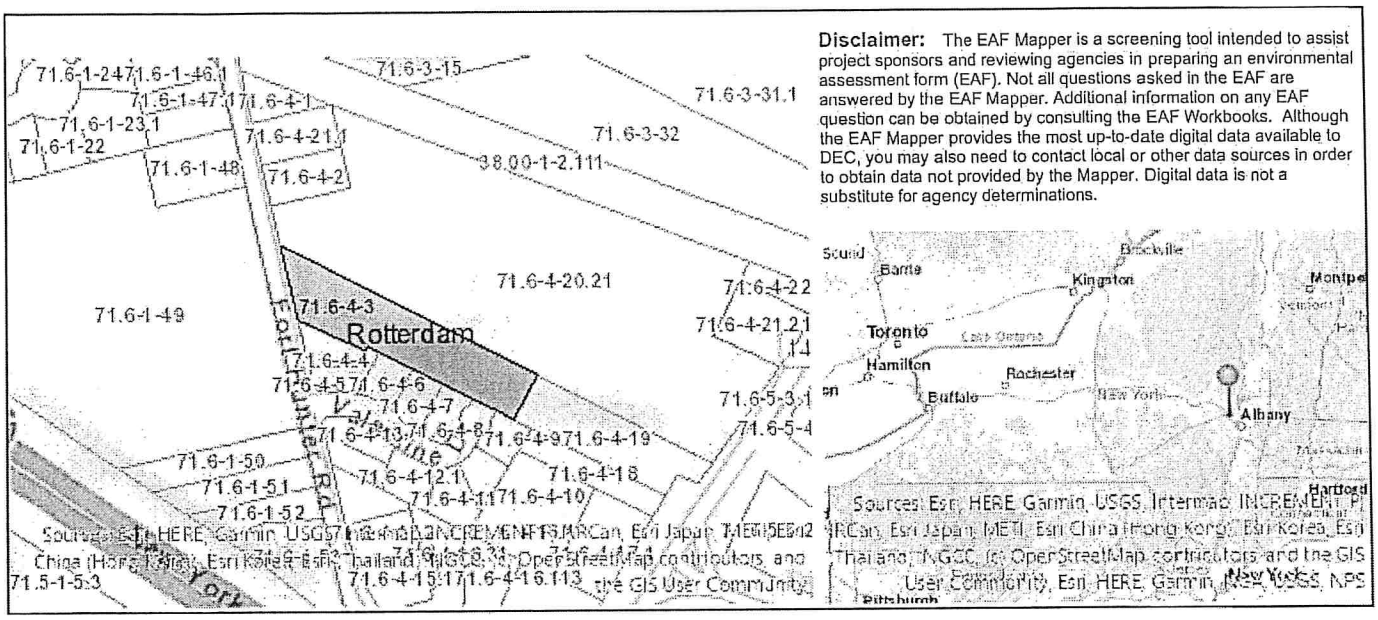
Applicant/sponsor/name: Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP Date: October 16, 2024

Signature: _____ Title: Professional Engineer

PRINT FORM

EAF Mapper Summary Report

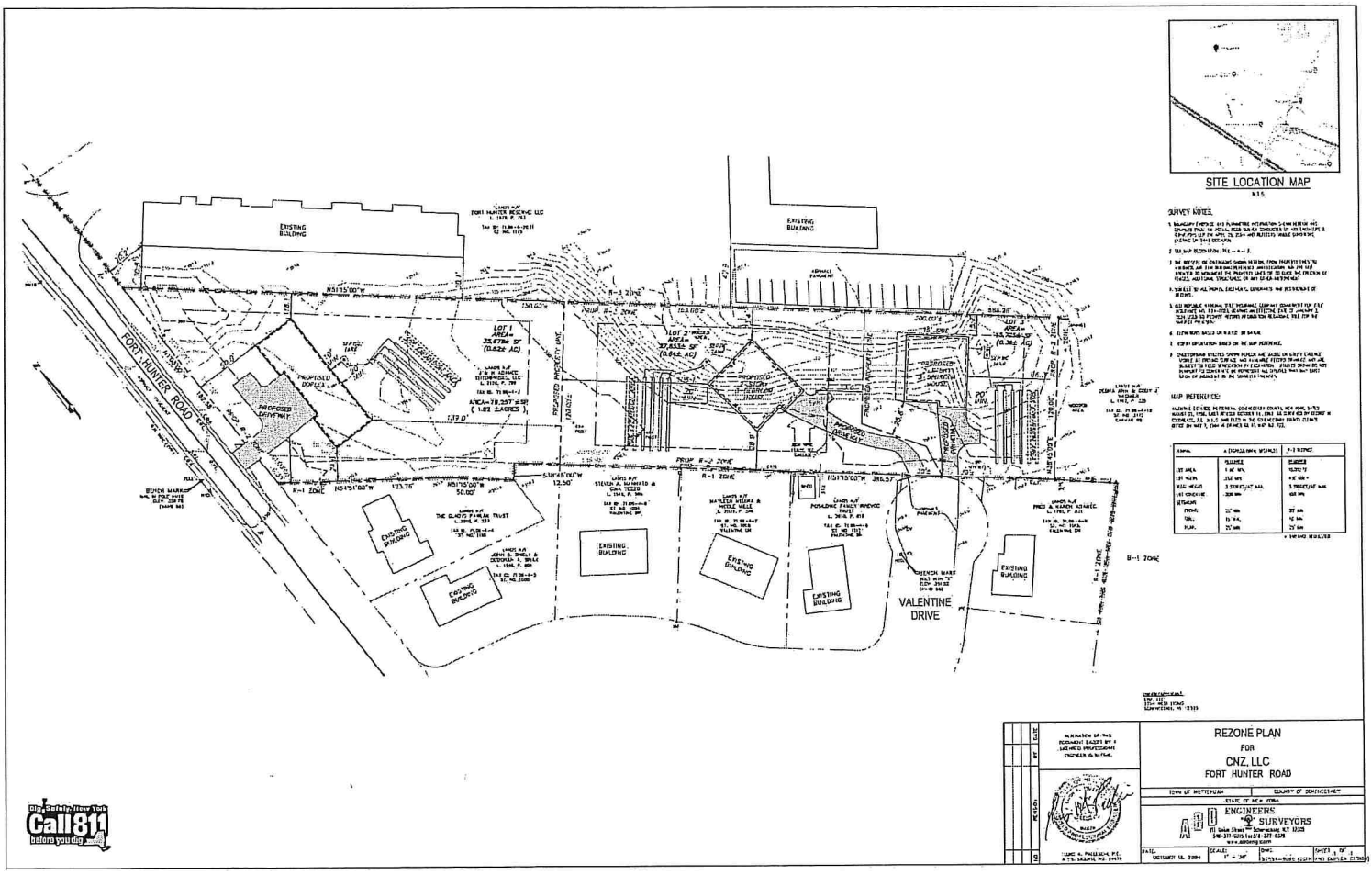
Wednesday, October 16, 2024 10:21 AM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	No
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Karner Blue
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

December 11, 2024
Page 296



"A Nice Place to Live" "A Nice Place to Do Business"

Town of Rotterdam
Office of the Planning Commission

Kimberly Ricker Scannell, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number PC63-2024
Moved by Mr. Calder seconded by Mr. D'Alessandro
Applicant: Ziggy Viscusi, CNZ, LLC

Resolution Adopting a Report and Positive Recommendation on the Change of Zone Request by Ziggy Viscusi, CNZ, LLC

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has received an application from Ziggy Viscusi, CNZ, LLC the ("Applicant") for a Change of Zone from Agriculture (A-1) to Two Family Residential (R-2) to facilitate a potential Three (3) Lot Subdivision on a ±1.825-acre parcel located off of Fort Hunter Road and the terminus of Valentine Drive (Tax Map Parcel No.71.6-4-3); and

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on November 6, 2024 for a report and recommendation thereon; and

WHEREAS, the Applicant presented the Change of Zone application to the Planning Commission at its regularly scheduled meeting held on November 19, 2024; and

WHEREAS, the Planning Commission reviewed the proposed Change of Zone at its regularly scheduled meeting held on November 19, 2024; and

WHEREAS, the Planning Commission has deliberated on the proposed Change of Zone;

NOW, THEREFORE, upon motion of Member Calder, seconded by Member D'Alessandro,

BE IT RESOLVED, by the Planning Commission of the Town of Rotterdam as follows:

1. The Planning Commission hereby adopts the following as its report on the proposed Change of Zone:

   The Change of Zone request concerns one parcel comprising a total of ±1.825-acres located at the terminus of Valentine Drive with additional frontage on Fort Hunter Road. The±1.825-acre parcel to be rezoned is currently zoned Agriculture (A-1). The property is surrounded by both single family and multi-family residential development. This area is very convenient for traveling to and from multiple locations.

If rezoned to R-2, the following uses would be permissible:

The primary effect of a Change of Zone would be to eliminate all of the currently allowable uses for that portion of the parcel to be changed which includes Agriculture while adding allowable uses of the R-2 zoning district which is more limited and allows for the construction of either a one- and two-family residence per lot.

2. Subject to the considerations set forth in Paragraph 3, below, the Planning Commission hereby adopts a **positive recommendation** on the **Ziggy Viscusi, CNZ, LLC** Change of Zone request for the following reasons:

A. the property is in an area surrounded by similar uses, including single family residential on Valentine Drive and a Multi Family Residential property located adjacent and to the north of the subject property.

B. The applicant is proposing to include adequate buffering and stormwater management to lessen the impacts to the adjoining neighbors.

C. The site is proposed to have two potential points of access that being Fort Hunter Road and the terminus of Valentine Drive.

D. Any proposed subdivision to this property would be subject to Planning Commission approval. The location of two driveways onto Valentine Drive may be problematic and any proposed subdivision of this land would need variances to the Town Code for roadway frontage in order to proceed.

3. Neither a positive recommendation by the Planning Commission, nor any rezoning action taken by the Town Board, should be construed as an approval or other favorable position concerning any proposed conceptual development plan. Any proposed development shall remain subject to full review by the Planning Commission.

Member	Aye	Nay
Kimberly Ricker-Scannell	X	
Mark D'Alessandro	X	
Wayne Calder	X	
Clark Collins	X	
Joseph Signore	X	
Lynn Flansburg	X	
Joseph Miglucci	X	

Peter J. Comenzo
Senior Planner

Kimberly Ricker Scannell
Planning Commission Chairman

PUBLIC HEARING #2

01/08/25

To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±3.07-acres parcel from Agriculture (A-1) to General Business (B-2) to facilitate the potential construction of three (3) contractor storage buildings compromising four parcels of vacant land located along Old Mariaville Road and is known as Tax Map Nos. 47.-4-8, 47.-4-9, 47.-4-10 and 47.-4-11.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 473.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE REQUEST ON ±3.07 ACRES FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) LOCATED ALONG OLD MARIAVILLE ROAD

WHEREAS, the Town Board passed Resolution No. 422.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±3.07-acres parcel from Agriculture (A-1) to General Business (B-2) to facilitate the potential construction of three (3) contractor storage buildings compromising four parcels of vacant land located along Old Mariaville Road and is known as Tax Map Nos. 47.-4-8, 47.-4-9, 47.-4-10 and 47.-4-11; and

WHEREAS, the Planning Commission, on December 3, 2024, issued a positive recommendation on the change of zone requested by the applicant; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on December 11, 2024; NOW

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded By Councilmember **DODSON**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 8th day of January 2025 for the following purpose:

> To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±3.07-acres parcel from Agriculture (A-1) to General Business (B-2) to facilitate the potential construction of three (3) contractor storage buildings compromising four parcels of vacant land located along Old Mariaville Road and is known as Tax Map Nos. 47.-4-8, 47.-4-9, 47.-4-10 and 47.-4-11.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: December 11, 2024
Daily Gazette: Please publish once on December 13, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on December 11, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady, County NY

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE:	December 5, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner PC
TITLE OF REQUEST:	Call for a Public Hearing on a for a Change of Zone Request on ±3.07 acres parcel from Agriculture (A-1) to General Business (B-2).
TOWN BOARD MEETING:	December 11, 2024
Background Information:	Mark & Deanna Nardini Old Mariaville Road Schenectady, NY 12306 Change of Zone Request on ±3.07- acres from Agriculture (A-1) to General Business (B-2) to facilitate the potential construction of three (3) contractor storage buildings. Property comprises 4 parcels of vacant land located along Old Mariaville Road and is known as Tax Map Nos. 47.-4-8, 47.-4-9, 47.-4-10 and 47.-4-11.
Evaluation/Analysis:	Change of Zone application was referred to the Planning Board for a report and recommendation on November 6, 2024. Planning Commission discussed the matter at the November 19, 2024 and December 3, 2024 meetings and issued a positive recommendation on December 3, 2024.
Recommendation(s):	Call for a public hearing to be conducted on January 8, 2025.
Attachment/Document(s):	Application Materials Planning Commission Report and Recommendation Planning Commission Verbatim Minutes 11/19/24 & 12/3/24
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	NYS Town Law Article 16 Proposed Local Law of the Year 2024
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee **$1,000**

Existing Zone Classification: A-1 Agricultural

Proposed Zone Classification: B-2 Business

PART II
GENERAL INFORMATION

Legal Owner's Name: Mark & Deanna Nardini
Mailing Address: 596 Scotch Ridge Road
City: Schenectady State: NY Zip: 12306
Daytime Phone: 518-857-0781 E-mail: marknardini@icloud.com

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Joseph J. Bianchine, P.E., ABD Engineers & Surveyors, LLP

Mailing Address: 411 Union Street
City: Schenectady State: NY Zip: 12306
Daytime Phone: 518-377-0315 E-mail: joe@abdeng.com
Project/Proposal Site Area: (Acres or sq. ft.) _____
Assessor Tax Parcel No.(s) of Site: 47.-4-8, 9, 10, & 11
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) _____

194-6 Old Mariaville Road, TM# 47.-4-6.1, 1.55 acres

Street Address of Proposed Site (if any): To be determined

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)
Vacant with parking area and well.

School District: Schalmont Fire District: South Schenectady

Water Supply: Rotterdam

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)
North west corner of intersection of Mariaville Road and Old Mariaville Road

Name of Public Road(s) Providing Access: Old Mariaville Road

Width of Property Fronting on the Existing Public Road in Linear Feet: 1,326±

Does the Proposal Have Access to an Arterial or Planned Arterial? (✓) Yes ( ) No

Name(s) of Arterial Road(s): Mariaville Road (will not be used)

A legal description of the proposed site must be attached: (X) Yes ( ) No

A copy of the assessor's map of the proposed site must be attached: (X) Yes ( ) No

A copy of the most current deed(s) of the proposed site must be attached: (X) Yes ( ) No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? N/A owner

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

Adjacent similar development by Nardini and in a B-2 zone. Site is not conducive to single family homes or agricultural uses because of location between two roads and the Poentic Kill flows through the site with a flood area and portions of the site have steep slopes.

Does any City officer, employee or family member thereof have a financial interest (as defined by General Municipal Law Section 809) in this application? YES ✓ NO _____. If yes, a statement disclosing the name, residence, nature and extent of this interest must be filed with this application.

UTILITIES

Proposed Source of Water:
(✓) Individual Wells ( ) Public System ( ) Private Community System
( ) Other, please describe _____

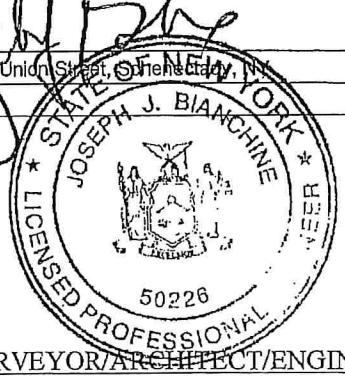
Proposed Means of Sewage Disposal:
( ) Public Sewer ( ) Dry Sewer ( ) Community System
(✓) Septic Tank & Leachfield ( ) Other, please describe _____

PART III

****
SURVEYOR/ARCHITECT/ENGINEER VERIFICATION
****

I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: _____ Date: October 25, 2024
Address: 41 Union Street, Schenectady, NY Phone: 518-377-0315
_____ Zip: 12305



PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

****

LEGAL OWNER SIGNATURE

****

(Signature of legal owner or representative as authorized by legal owner)

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: Mark Nardini
Address: Scotch Ridge Road
Schenectady, NY

Date: October 3, 2024
Phone: 518-857-0781
Zip: 12306

Signature of applicant or representative

10/28/24
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Schenectady)

SUBSCRIBED AND SWORN to before me this 28TH day of OCTOBER, 2024

NOTARY SEAL

Notary Signature

Notary Public in and for the State of New York
Residing at: Schenectady County
My appointment expires: July 10, 2027

LOUIS J. GIAMMATTEO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GI4953244
Qualified in Schenectady County
Commission Expires July 10, 2027

PLEASE AFFIX NOTARY SEAL HERE

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

A COPY OF THIS LETTER MUST BE SUBMITTED FOR EACH PROPERTY OWNER INVOLVED

I, Mark Nardini, being duly sworn declare that I am the

(PROPERTY OWNER)

owner of the property involved in a proposed rezoning application request before the Town of Rotterdam for property known as parcel number (s):

Tax Parcel Number(s): 47.-4-8, 9, 10, & 11

I hereby grant Joseph J. Bianchine, P.E., ABD Engineers & Surveyors, LLP and/or their agent(s) to act on my behalf.

I further declare that all statements, answers, and information herein submitted is in all respects true and correct to the best of my knowledge and belief.

Signature (Authorized Representative): Mark Nardini

Date: 10/28/24

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Schenectady)
SUBSCRIBED AND SWORN to before me this 28TH day of OCTOBER, 2024

NOTARY SEAL

Notary Signature

LOUIS J. GIAMMATTEO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01GI4953244
Qualified in Schenectady County
Commission Expires July 10, 2027

Notary Public in and for the State of New York
Residing at: Schenectady County
My appointment expires: July 10, 2027

December 11, 2024
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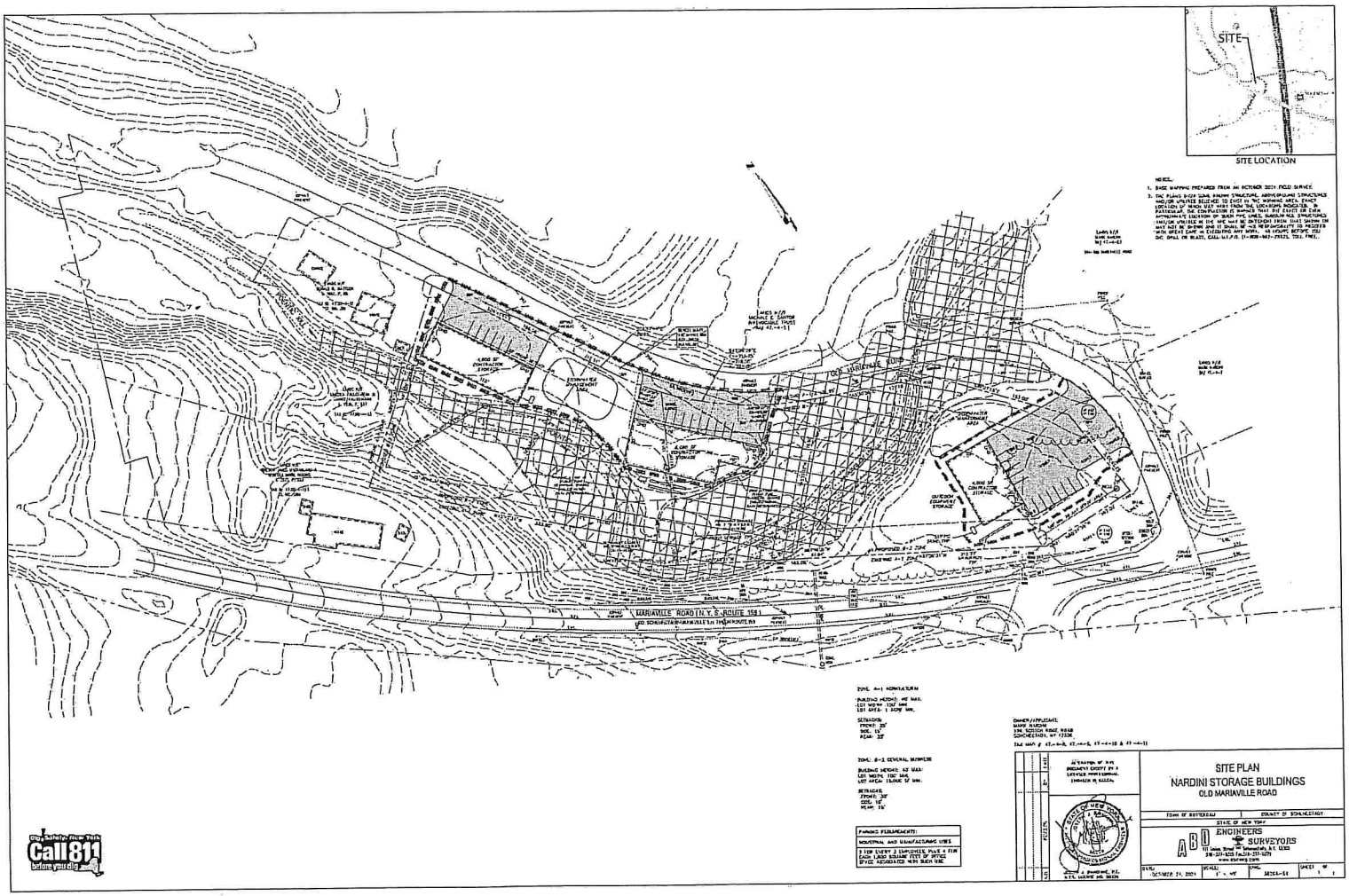

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Town of Rotterdam
Office of the Planning Commission

Kimberly Ricker Scannell, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number PC64-2024
Moved by Mr. Signore seconded by Mr. D'Allesandro
Applicant: Mark Nardini

Resolution Adopting a Report and Positive Recommendation on the Change of Zone Request by Mark Nardini

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has received an application from Mark Nardini ("Applicant") for a Change of Zone Request on ±3.07- acres parcel from Agriculture (A-1) to General Business (B-2) to facilitate the potential construction of three (3) contractor storage buildings. Property comprises 4 parcels of vacant land located along Old Mariaville Road and is known as Tax Map Nos. 47.-4-8, 47.-4-9, 47.-4-10 and 47.-4-11; and

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on November 13, 2024 for a report and recommendation thereon; and

WHEREAS, the Applicant presented the Change of Zone application to the Planning Commission at its regularly scheduled meeting held on November 13, 2024 and the Planning Commission tabled action on this matter with an additional presentation by the applicant on December 3, 2024; and

WHEREAS, the Planning Commission reviewed the proposed Change of Zone upon an updated presentation by the Applicant at its regularly scheduled meeting held on December 3, 2024; and

WHEREAS, the Planning Commission has deliberated on the proposed Change of Zone;

NOW, THEREFORE, upon motion of Member Signore, seconded by Member D'Alessandro;

BE IT RESOLVED, by the Planning Commission of the Town of Rotterdam as follows:

1. The Planning Commission hereby adopts the following as its report on the proposed Change of Zone:

   Change of Zone Request on ±3.07- acres parcel from Agriculture (A-1) to General Business (B-2) to facilitate the potential construction of three (3) contractor storage buildings. Property comprises 4 parcels of vacant land located along Old Mariaville Road and is known as Tax Map Nos. 47.-4-8, 47.-4-9, 47.-4-10 and 47.-4-11.

   The property is surrounded by a mixed use of commercial and residential uses. The Poentic Kill is located on the property and there is floodplain constraints associated with full development. There is a large amount of roadway frontage on Old Mariaville Road and

sufficient area to construct contractor storage buildings. There is limited potential for farming or residential development due to the environmental constraints of the property. There is no public water available and the construction of septic systems difficult due to the environmental constraints of the property and the location of a well. This area is very convenient for traveling to and from multiple locations.

If rezoned to B-2, the following uses would be permissible:

- All nonresidential uses permitted as of right in the B-2 District.
- Dry-cleaning, carpet-cleaning and laundry facilities.
- Bottling plants.
- Bus barns and public garages.
- Car washes.
- Contractor shops and equipment storage yards.
- Creameries and milk plants.
- Kennels and veterinary hospitals.
- Laboratories for scientific or industrial research, testing and development.
- Lumberyards and building material sales yards.
- Machine shops.
- Mechanical, optical, photographic, scientific or electronic manufacturing conducted entirely within a completely enclosed building.
- Newspaper and printing establishments.
- Saw and planing mills.
- Trucking terminals, warehousing and distributing, provided that no outdoor storage of materials shall be permitted.
- Woodworking mills.
- Fuel-oil storage tanks.
- Wind energy facilities subject to the requirements of the Town of Rotterdam Wind Energy Facility Law

The primary effect of a change of zone would be to eliminate all of the currently allowable uses of the parcel to be changed which includes Agriculture, while adding all allowable uses of the B-2 zoning district. Due to the lack of public water, floodplain constraints, topography, and location it is highly unlikely that many of these potential uses in the B-2 zoning district would be feasible and the proposal for contactor storage or this type of use seems to be one of the only viable options. There is existing B-2 zoning on property owned by the applicant located east side of Old Mariaville Road adjacent to the NYS Thruway which is being used in a similar manner as proposed.

2. Subject to the considerations set forth in Paragraph 3, below, the Planning Commission hereby adopts a **positive recommendation** on the Mark Nardini Change of Zone request for the following reasons:

A. The property is in an area that has similar uses, including contractor buildings and equipment storage located directly east of the proposed Change of Zone.

B. The applicant is proposing the potential construction of three (3) contractor storage buildings on property that comprises 4 parcels of vacant land located along Old Mariaville Road which would be compatible with the area.

C. Not all contractor storage buildings are proposed to be built at once and instead will be built per need for them, thus reducing the impacts on neighboring properties.

D. The site is proposed to have access to Old Mariaville Road and impacts to the neighboring property is minimal. There is limited potential for farming or residential development due to the environmental constraints of the property.

E. Due to the lack of public water, floodplain constraints, topography, and location it is highly unlikely that many potential uses in the B-2 zoning district would be feasible and the proposal for contactor storage or this type of use seems to be one of the only viable options if this zone were to be changed by the Town Board.

F. In addition to the impracticability of many of the permissible uses (as detailed in E hereinabove), a special use permit is required for many permissible B-2 uses, which would allow the Planning Commission an additional opportunity to weigh the benefits and risks of such use upon site plan review.

3. Neither a positive recommendation by the Planning Commission, nor any rezoning action taken by the Town Board, should be construed as an approval or other favorable position concerning any proposed conceptual development plan. Any proposed development shall remain subject to full review by the Planning Commission.

Member	Aye	Nay
Kimberly Ricker-Scannell	X	
Mark D'Alessandro	X	
Wayne Calder	X	
Clark Collins	X	
Joseph Signore	X	
Lynn Flansburg	X	
Joseph Miglucci	X	

Peter J. Comenzo
Senior Planner

Kimberly Ricker Scannell
Planning Commission Chairman

PUBLIC HEARING #3

01/08/25

To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units located on the property known as 759 Peter Road, Tax Map No. 59.20-1-1.

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, December 11, 2024, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 475.24

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2024; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE REQUEST ON ±2.41 ACRES FROM SINGLE FAMILY RESIDENTIAL (R-1) TO MULTIPLE FAMILY (R-3) LOCATED AT 759 PETER ROAD

WHEREAS, the Town Board passed Resolution No. 423.24 to recognize the introduction of Introductory Local Law __ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units located on the property known as 759 Peter Road, Tax Map No. 59.20-1-1; and

WHEREAS, the Planning Commission, on November 19, 2024, issued a negative recommendation on the change of zone requested by the applicant; and

WHEREAS, the Town Board Declared Lead Agency on the Change of Zone application under 6NYCRR Part 617 State Environmental Quality Review (SEQR) on December 11, 2024; NOW

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Councilmember **MASTROIANNI,**
BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Clerk to publish in the official newspaper of the Town of Rotterdam not less than ten (10) days prior to the date designated for the public hearing provided for hereby the following notice:

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 8th day of January 2025 for the following purpose:

> To recognize the introduction of Introductory Local Law No. ____ of 2024; To amend Chapter 270, Zoning, of the Town Code, for a Change of Zone request on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units located on the property known as 759 Peter Road, Tax Map No. 59.20-1-1.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: December 11, 2024
Daily Gazette: Please publish once on December 13, 2024
Town Clerk
Post

SECTION 2. This resolution shall become effective December 11, 2024.

DATED: December 11, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins		X	

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Meeting of the Town of Rotterdam on December 11, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this December 16, 2024.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Office of the Town Clerk Schenectady, County, NY

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE:	December 5, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Peter Comenzo, Senior Planner PC
TITLE OF REQUEST:	Call for a Public Hearing on a Change of Zone Request on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3)
TOWN BOARD MEETING:	December 11, 2024
Background Information:	Peter Road, LLC (owner) 141 West Campbell Road Schenectady, NY 12306 Change of Zone Request on ±2.41 acres parcel from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units. Property is known as 759 Peter Road, Tax Map No. 59.20-1-1.
Evaluation/Analysis:	Change of Zone application was referred to the Planning Board for a report and recommendation on November 6, 2024. Planning Commission issued a negative recommendation on November 19, 2024.
Recommendation(s):	Call for a public hearing to be conducted on January 8, 2025.
Attachment/Document(s):	Application Materials Planning Commission Report and Recommendation Planning Commission Verbatim Minutes 11/19/24
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	NYS Town Law Article 16 Proposed Local Law of the Year 2024
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

****

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee $1,000

Existing Zone Classification: R-1 One Family Residential

Proposed Zone Classification: R-3 Multi-family Residential

PART II
GENERAL INFORMATION

Legal Owner's Name: Peter Road LLC
Mailing Address: 141 W. Campbell Rd
City: Schenectady State: NY Zip: 12306
Daytime Phone: (518) 355-9093 E-mail:

If applicant is not the owner, include written owner authorization for the below-designated contact to serve as representative.

Owner's Designated Contact: Brett Steenburgh, PE.

Mailing Address: 2832 Rosendale Rd
City: Niskayuna State: NY Zip: 12309
Daytime Phone: (518) 365-0675 E-mail: bsteenburghpe@gmail.com
Project/Proposal Site Area: (Acres or sq. ft.) 2.41 Ac ±
Assessor Tax Parcel No.(s) of Site: 59.20-1-1
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.) 0

Street Address of Proposed Site (if any): 759 Peter Road

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)
The parcel is currently vacant residential land. The majority of the parcel is cleared of mature vegetation

School District: Mohonasen Fire District: Fire Dist #3 T of Rotterdam Volunteer

Water Supply: T of Rotterdam

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)
The parcel is located at 759 Peter Road at the Southwest intersection of Peter Road and Highbridge Rd.

Name of Public Road(s) Providing Access: Peter Road & Highbridge Road

Width of Property Fronting on the Existing Public Road in Linear Feet: 286 L.F. on Highbride and 259 L.F. on Peter Rd for a Total of 545 L.F.

Does the Proposal Have Access to an Arterial or Planned Arterial? ( ) Yes (X) No

Name(s) of Arterial Road(s): N/A

A legal description of the proposed site must be attached: (X) Yes ( ) No

A copy of the assessor's map of the proposed site must be attached: (X) Yes ( ) No

A copy of the most current deed(s) of the proposed site must be attached: (X) Yes ( ) No

(All applications must contain a legal description that describes the exterior boundaries of the entire area to be rezoned. Please include the legal description for the entire area to be rezoned and also a copy of the assessor's map. A simple copy of the deed is not sufficient to process the change of zone request).

If you do not hold title to property, what is your interest in it? _____

What factors support this rezone? (This may be provided on a separate sheet of paper if necessary)

See attached

Does any City officer, employee or family member thereof have a financial interest (as defined by General Municipal Law Section 809) in this application? YES _____ NO X. If yes, a statement disclosing the name, residence, nature and extent of this interest must be filed with this application.

UTILITIES

Proposed Source of Water:
( ) Individual Wells (X) Public System ( ) Private Community System
( ) Other, please describe _____

Proposed Means of Sewage Disposal:
( ) Public Sewer ( ) Dry Sewer (X) Community System ( ) Septic Tank & Leachfield ( ) Other, please describe _____

PART III

****
SURVEYOR/ARCHITECT/ENGINEER VERIFICATION
****

I, the undersigned, a licensed land surveyor, architect, and/or engineer, have completed the information requested. The legal description has been prepared by me or under my supervision in accordance with the requirements of the Town of Rotterdam regulations and the laws of the State of New York.

Signed: _____ Date: 10/25/2024
Address: 2832 Rosendale Rd Phone: (518) 365-0675
Niskayuna, NY 12306 Zip: 12309

STATE OF NEW YORK
BRETT L. STEENBURGH
075458
LICENSED PROFESSIONAL ENGINEER

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

Peter Road Re-zoning factors:

The parcel at Peter Road known as 759 Peter Road has been under the ownership of Peter Road LLC for approximately 10 years. It has been investigated for several types of developments including but not limited to commercial, single family and transient multi-family developments. Due to the configuration of the parcel, proximity to Highbridge Road, neighboring commercial parcels and Interstate 890 single family development of the parcel is cost prohibitive and offers minimal sale value. It is proposed to re-zone the parcel to R-3 multi-family residential to permit to the development of ownership based condominiums. This would allow the density necessary to provide affordable housing units geared towards young professionals and senior citizens. This location would be very attractive to both demographics due to its close proximity to Interstate 890 and the re-development of goods and services along the Hamburg Street Corridor. This development will also offer an excellent buffer between the single family residential structures and the commercial parcel on the west side of Highbridge Road. Additionally, the condominiums would include a homeowner's association (HOA) which would be responsible for all exterior maintenance and upkeep of the parcel. The HOA will provide peace of mind and comfort to the surrounding single family residences that the parcel will be maintained to highest standards.

****

LEGAL OWNER SIGNATURE

****

(Signature of legal owner or representative as authorized by legal owner)

I, the undersigned, swear or affirm under penalty of perjury that the above responses are made truthfully and to the best of my knowledge.

I further swear or affirm that I am the owner of record of the area proposed for the previously identified land use action, or, if not the owner, attached herewith is written permission from the owner authorizing my actions on his/her behalf.

Name: Peter Road, LLC
Address: 2 Computer Drive, West Suite 110
Albany, NY 12205

Date: 10/29/24
Phone: 518-365-3292
Zip: 12205

By:
Signature of applicant or representative
Corey J. Lewandowski, Member

10/29/24
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany)

SUBSCRIBED AND SWORN to before me this 29th day of October, 2024

NOTARY SEAL

Notary Signature

Notary Public in and for the State of New York
Residing at: 39 Old Birch Lane, Colonie, NY 12205
My appointment expires: 03-13-2026

CHERI ANN MCGEARY
Notary Public, State of New York
No. 01MC6038407
Qualified in Albany County
Commission Expires March 13, 2026

PLEASE AFFIX NOTARY SEAL HERE

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

A COPY OF THIS LETTER MUST BE SUBMITTED FOR EACH PROPERTY OWNER INVOLVED

I, Corey J. Lewandowski, being duly sworn declare that I am the sole member + manager of

(PROPERTY OWNER) Pete Road, LLC for

owner of the property involved in a proposed Pete Road Condominium Development application request before the Town of Rotterdam for property known as parcel number (s):

Tax Parcel Number(s): 59.20-1-1

I hereby grant Brett Steenburgh and/or their agent(s) to act on my behalf.

I further declare that all statements, answers, and information herein submitted is in all respects true and correct to the best of my knowledge and belief.

Signature (Authorized Representative): _____ Member

Date: 10/29/24

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Albany)
SUBSCRIBED AND SWORN to before me this 29th day of October, 2024

NOTARY SEAL

Cheri Ann McGeary
Notary Signature

Notary Public in and for the State of New York
Residing at: 39 Old Birch Lane, Colonie, NY 12205
My appointment expires: 03-13-2026

CHERI ANN MCGEARY
Notary Public, State of New York
No. 01MC6038407
Qualified in Albany County
Commission Expires March 13, 2026

30 ac. 50
70 00
860 -

Schenectady County Endorsement Page

JOHN J. WOODWARD
Schenectady County Clerk
620 State Street
Schenectady, NY 12305

COUNTY CLERK'S OFFICE
SCHENECTADY, NEW YORK

Document Type EXECUTOR'S DEED

From Party Anthony J. Valentine, as Executor of the Last of Benjamin A. Valentine

To Party Peter Road, LLC

RECEIVED
$ 860.00
REAL ESTATE
AUG 07, 2014
SCHENECTADY COUNTY
69

RETURN TO Donald Zee PC
1 Winners Circle, Suite 140
Albany, N.Y. 12205

RECORDED
08/07/2014 1:45:09 PM
County Clerk
JOHN J. WOODWARD
SCHENECTADY COUNTY, NY

Book/Page: DEED/1898/910
Total Pages: 6

Receipt No:	779833
Doc No:	2014-2606
Inst Num:	201432235
NY REALTY TRANSFER TAX	$860.00
NY LAND SUR	$4.75
NY E & A FEES	$116.00
NY LAND COMP SUR	$14.25
CO GENERAL REVENUE	$55.00
CO LAND SUR	$0.25
CO E & A FEES	$9.00
CO LAND COMP SUR	$0.75
TOTAL PAID	$1,060.00
INV: 779833 USER: GMS	

Visit our Webpage:
Schenectadycountyclerk.com

Important: This endorsement page constitutes the Clerk's endorsement in accordance with Local Law #7 of 1996–DO NOT DETACH–Upon recording, this page becomes part of the document.

CT1430377

Executor's Deed

This Indenture

Made the 1st day of August, Two Thousand Fourteen

Between ANTHONY J. VALENTINE, residing at 3013 Kirvin Lane, Schenectady, New York 12306, as **Executor of the Last Will and Testament of Benjamin A. Valentine**, late of the City of Schenectady, Schenectady County, New York, Party of the First Part, and

PETER ROAD, LLC, a New York limited liability company, with offices at 3020 Mariaville Road, Schenectady, New York 12306, Party of the Second Part,

Witnesseth that the Party of the First Part, by virtue of the power and authority given in and by said Last Will and Testament, and/or by Article 11 of the Estates, Powers and Trusts Law, and in consideration of TWO HUNDRED FIFTEEN THOUSAND and no/100 ($215,000.00) Dollars lawful money of the United States, paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, his heirs, distributees and assigns, forever,

ALL THAT TRACT OR PARCEL OF LAND, with the buildings and improvements thereon, situate in the Town of Rotterdam, County of Schenectady, State of New York, more particularly bounded and described on Schedule A attached hereto and made part hereof.

Being the same the same premises conveyed by Eleanor Schrom to Benjamin A. Valentine and Philomena Valentine, his wife, by Executor's Deed dated May 18, 1978 and recorded in the Schenectady County Clerk's Office on May 19, 1978 in Book 1017 of Deeds, at page 108.

The said Benjamin A. Valentine died testate, a resident of the City of Schenectady, Schenectady County, New York, on July 12, 2005. His Last Will and Testament dated December 7, 2001, was duly admitted to probate by the Schenectady County Surrogate's Court on April 25, 2012, and Letters Testamentary were issued to Anthony J. Valentine and such letters have not been revoked and are now in full force and effect.

The said Philomena Valentine died a resident of the City of Schenectady, Schenectady County, New York, on March 6,

R.P.T.S.A. TAX MAP IDENT. SEC 59.10 BLK 1 LOT 1

Lavelle & Finn
Limited Liability Partnership
Attorneys At Law

29 British American Blvd.
Latham, New York
12110-1405

(518) 869-6227
Fax (518) 869-0572

188 Church Street
Saratoga Springs, New York
12866

(518) 584-6300
Fax (518) 584-5673

2001 leaving Benjamin A. Valentine her surviving tenant by the entirety.

Tax Map ID# 59.20-1-1

Subject to all enforceable covenants, easements, conditions, reservations and restrictions of record.

Together with all right, title and interest, if any, of the Party of the First Part in and to any streets and roads abutting the above described premises to the center lines thereof;

Together with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the Party of the First Part has or has power to convey or dispose of, whether individually, or by virtue of said will, or otherwise;

To have and to hold the premises herein granted unto the Party of the Second Part, his heirs, distributees and assigns, forever.

And the Party of the First Part covenants that the Party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid.

Subject to the provisions of Section Thirteen of the Lien Law.

The word "Party" shall be construed as if it reads "Parties" whenever the sense of this indenture so requires.

In Witness Whereof, the Party of the First Part has duly executed this deed on the day and year first above written.

Estate of Benjamin A. Valentine

In Presence of By: Anthony J. Valentine EXE
Anthony J. Valentine, Executor

Lavelle & Finn
LIMITED LIABILITY PARTNERSHIP
Attorneys At Law

29 British American Blvd.
Latham, New York
12110-1405

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12866

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Fax (518) 584-5673

Executor's Deed

STATE OF NEW YORK)
) ss.:
COUNTY OF Albany)

On the 1st day of August in the year 2014, before me, the undersigned, a notary public in and for said state, personally appeared Anthony J. Valentine, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

MICHAEL P. MULLANEY
Notary Public, State of New York
Qualified in Schenectady County
Reg. No. 4607603
Commission Expires Jan. 31, 2017

RECORD & RETURN:

Lavelle & Finn
LIMITED LIABILITY PARTNERSHIP
Attorneys At Law

9 British American Blvd.
Latham, New York
12110-1405

(518) 869-6227
Fax (518) 869-0572

188 Church Street
Saratoga Springs, New York
12866

(518) 584-6300
Fax (518) 584-5673

SCHEDULE A DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, with the buildings and improvements thereon, situate in the Town of Rotterdam, County of Schenectady, State of New York, as shown and designated on a Map No. 2 of Freds Community Plat, Town of Rotterdam, Schenectady County, N.Y., dated July 29, 1950, made by Walter E. Maxwell, Engineer and filed in the Schenectady County Clerk's Office on November 1, 1950, and more particularly bounded and described as follows:

Beginning at a point on the southerly line of Highbridge Road where it is intersected by the westerly line of Peter Road as designated on said map; thence North 73 degrees 7 minutes west 288.69 feet as designated on said map to a point; thence south 5 degrees 10 minutes east 572.31 feet as designated on said map to a point; thence north 59 degrees 47 minutes east 294.96 feet as designated on said map to a point in the westerly line of Peter Road; thence northerly along the westerly line of said Peter Road 400.99 feet as designated on said map to the point or place of beginning.

EXCEPTING AND RESERVING THEREFROM, HOWEVER, ALL THAT PIECE OR PARCEL OF LAND with the buildings thereon situate in the Town of Rotterdam, County of Schenectady and State of New York, more particularly described as follows:

Beginning at an iron pipe found in the westerly boundary of Peter Road, said pipe lying south 5 degrees 10 minutes east a distance of 259.05 feet from the intersection of the westerly boundary of Peter Road with the southerly boundary of Highbridge Road; thence running along the westerly boundary of Peter Road south 5 degrees 10 minutes east for a distance of 80 feet to an iron pipe; thence running along the division line between lands of Nocian on the north and lands now or formerly of Elizabeth Day on the south, south 59 degrees 48 minutes 40 seconds west for a distance of 137.95 feet to a pipe; thence through the lands of said Nocian north 5 degrees 10 minutes west 138.34 feet; thence north 84 degrees 50 minutes east a distance of 125 feet to the point of beginning; the said parcel containing 0.3133 acres of land more or less.

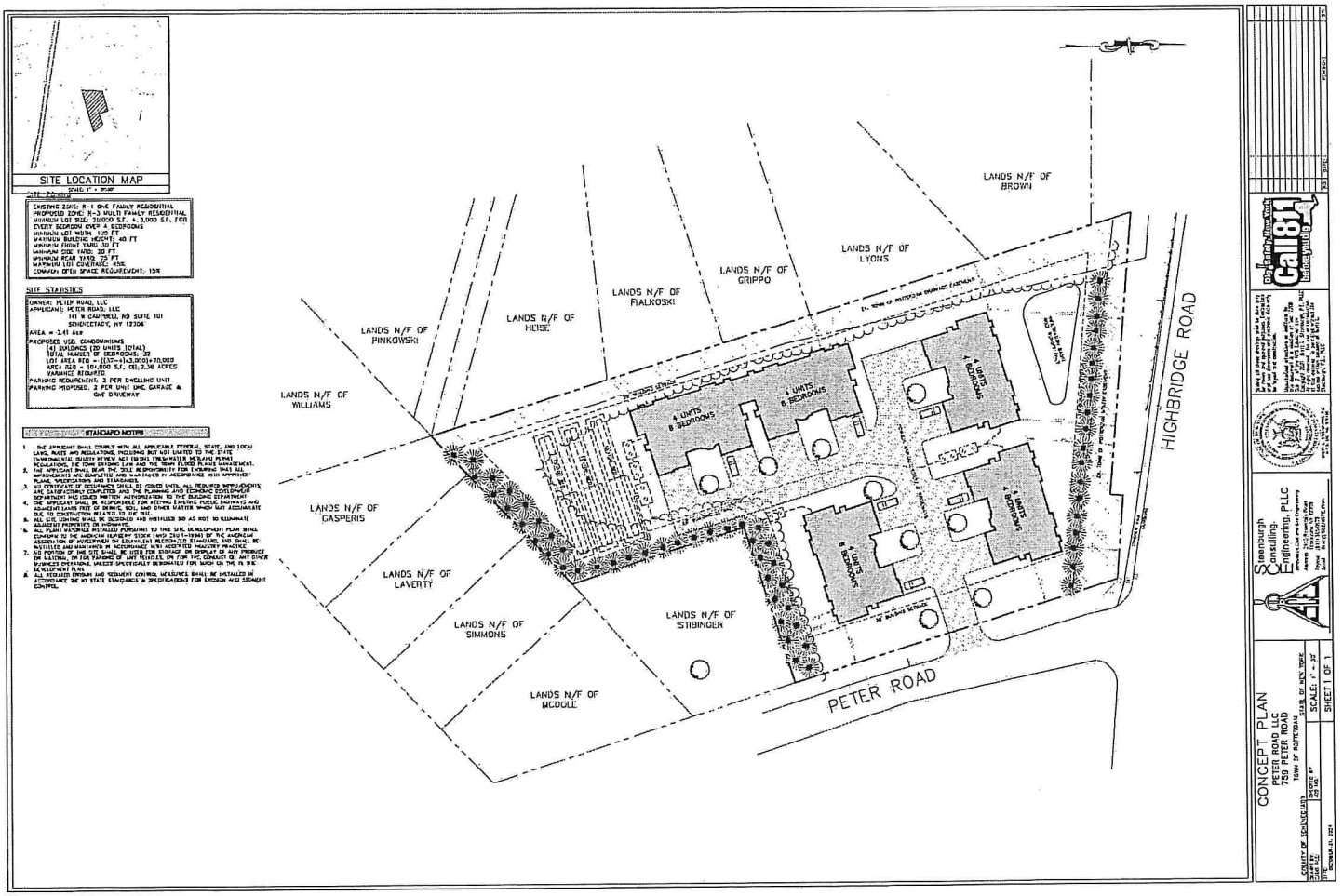
Premises are more modernly described as follows:

All that piece or parcel of land, with buildings and improvements situate in the Town of Rotterdam, County of Schenectady, State of New York, lying northerly of Angelina Road, easterly of Devendorf Road, southerly of Highbridge Road, westerly of New York State (I-890) and being more particularly bounded and described as follows;

Beginning at a recovered iron pipe on the division line of the herein described parcel to the north and lands of now or formerly Stibinger (L.949 P.690) to the south, said iron pipe being South 17° 33' 39" East 259.46 feet from the southerly bounds of Highbridge Road;
Thence along the bounds of Stibinger South 72° 14' 02" West 125.02 feet to a recovered iron pipe and South 17° 45' 55" East 138.17 feet to a recovered iron pipe on the northerly bounds of lands of now or formerly Simmons (L.1874 P.900) also being the northerly bounds of Lot No. 261 as shown on a map entitled "Map No. 2 of Freds Community Plot" as prepared by Walter E. Maxwell P.E. & L.S. on July 29, 1950 and filed in the office of the Schenectady County Clerk on November 1, 1950 in Plat Cabinet G as Map 166;
Thence continuing along the northerly bounds of Lot No.261, 260 and 259 as shown on a map entitled "Map No. 2 of Freds Community Plot", also being the northerly bounds of lands of now or formerly Simmons (L.1874 P.900), Laverty (L.1346 P.179) and De Gasperis (L.1032 P.704) respectively South 46° 58' 33" West for a distance of 155.59 feet to a recovered capped iron rod at the southerly corner of lands of now or formerly Heise (L.1571 P.16) also being the southerly corner of Lot No. 36 as shown on a map entitled

DEED Book 1898 Page 915
Doc No 2014-2606

"Riggi Manor Section Two, Town of Rotterdam, County of Schenectady, N.Y." as prepared by C.T. Male Associates on June 23, 1965 and filed in the office of the Schenectady County Clerk on August 19, 1965 in Plat Cabinet G as Map 232;
Thence continuing along the easterly bounds of Lot No.36, 34, 32, 30 and 28 as shown on a map entitled "Riggi Manor Section Two, Town of Rotterdam, County of Schenectady, N.Y.", also being the northerly bounds of lands of now or formerly Heise (L.1571 P.16), Fialkowski (L.1155 P.117), Grippo (L.1830 P.437), Lyons (L.982 P.324) and Devery (L.1850 P.262) respectively, North 17° 33' 39" West 562.12 feet to point on the southerly bounds of Highbridge Road(a.k.a. County Road No. 48) as shown on N.Y.S. Appropriation of Interstate 550-2-1.1, Map 365 Parcel 371, South 85° 21' 58" East 218.41 feet, North 05° 05' 25" East 10.00 feet and South 85° 30' 39" East 63.57 feet to the intersection of the southerly bounds of Highbridge Road and the westerly bounds of Peter Road;
Thence South 17° 33' 39" East 259.46 feet along the westerly bounds of Peter Road to the point and place of beginning, containing 2.41 acres of land, more or less.


SITE LOCATION MAP
SITE STATISTICS
STANDARD NOTES
LANDS N/F OF BROWN
LANDS N/F OF LYONS
LANDS N/F OF GRIPPO
LANDS N/F OF FIALKOSKI
LANDS N/F OF HEISE
LANDS N/F OF PINKOWSKI
LANDS N/F OF WILLIAMS
LANDS N/F OF GASPERIS
LANDS N/F OF LAVERTY
LANDS N/F OF SIMMONS
LANDS N/F OF MCDOLE
LANDS N/F OF STIBINGER
HIGHBRIDGE ROAD
PETER ROAD
4 UNITS 8 BEDROOMS
CONCEPT PLAN
PETER ROAD LLC
PETER ROAD
TOWN OF ROTTERDAM
SCALE: 1" = 30'
SHEET 1 OF 1

"A Nice Place to Live" "A Nice Place to Do Business"

Town of Rotterdam
Office of the Planning Commission

Kimberly Ricker Scannell, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575
Facsimile (518) 355-2725

Resolution Number PC62-2024
Moved by Mr. Collins seconded by Mr. Calder
Applicant: Peter Road, LLC

Resolution Adopting a Report and Positive Recommendation on the Change of Zone Request by Peter Road, LLC

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has received an application from Peter Road, LLC the ("Applicant") for Change of Zone Request from Single Family Residential (R-1) to Multiple Family (R-3) to facilitate the potential construction of up to twenty (20) condominium units on a ±2.41 acres parcel located at 759 Peter Road (Tax Map No. 59.20-1-1); and

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on November 6, 2024 for a report and recommendation thereon; and

WHEREAS, the Applicant presented the Change of Zone application to the Planning Commission at its regularly scheduled meeting held on November 19, 2024; and

WHEREAS, the Planning Commission reviewed the proposed Change of Zone at its regularly scheduled meeting held on November 19, 2024; and

WHEREAS, the Planning Commission has deliberated on the proposed Change of Zone;

NOW, THEREFORE, upon motion of Member Collins, seconded by Member Calder,

BE IT RESOLVED, by the Planning Commission of the Town of Rotterdam as follows:

1. The Planning Commission hereby adopts the following as its report on the proposed Change of Zone:

   The Change of Zone request concerns one parcel comprising a total of ±2.41 acres located at 759 Peter Road. The ±2.41 acres parcel to be rezoned is currently zoned Single Family Residential (R-1). The property is surrounded by single family residential with a proposed Stewarts Shop convenience store located across Highbridge Road from this property. This area is very convenient for traveling to and from multiple locations.

If rezoned to R-3, the following uses would be permissible:

Multi-Family residential as opposed to only single-family residential development.

2. Subject to the considerations set forth in Paragraph 3, below, the Planning Commission hereby adopts a **negative recommendation** on the **Peter Road, LLC** Change of Zone request for the following reasons:

A. The property is in an area predominately single family residential along Peter Road and the Highbridge Area with commercial property and multi-family development located to the north of the subject property across Highbridge Road.

B. Peter Road is a collector road for the single-family residential developments located south if the property and experiences traffic delays during the peak travel periods.

C. The Change of Zone may negatively impact property values in the immediate neighborhood and potential spur additional requests for Multi Family Residences.

D. The proposed Change of Zone is not in character with the existing development in the area.

E. Change of Zone applications to Multi-Family Residential have been requested for this property previously and comments/concerns have not changed.

3. Neither a negative recommendation by the Planning Commission, nor any rezoning action taken by the Town Board, should be construed as a denial or other negative position concerning any proposed conceptual development plan. Any proposed development shall remain subject to full review by the Planning Commission.

Member	Aye	Nay
Kimberly Ricker-Scannell		**X**
Mark D'Alessandro	**X**	
Wayne Calder	**X**	
Clark Collins	**X**	
Joseph Signore	**X**	
Lynn Flansburg	**X**	
Joseph Miglucci	**X**	

Peter J. Comenzo
Senior Planner

Kimberly Ricker Scannell
Planning Commission Chairman

3. **Peter Road LLC – Peter Road. Report and Recommendation to the Town Board on a Change of Zone from Single Family Residential (R-1) to Multi-Family Residential (R-3) for the potential construction of up to 20 condominiums on a ±2.41 acres. Engineer: Brett Steenburg, P.E. PLLC.**

Ms. Scannell: Next up, Peter Road, LLC, to support and recommendation to the town board on a change of zone from a single-family residential to multi-family residential for the potential construction of up to 20 condominiums.

Mr. Steenburgh: Good evening. Brett Steenburgh, Steenburgh Consulting Engineering. I'm here on behalf of Peter Road LLC, Mr. Lewandowski, who has owned the parcel at 759 Peter Road for I think over a decade now. He had several requests and projects over the years looking at developing this parcel. I believe all of them involved transient occupancy, apartment-style living to develop this parcel.

I recently met with Corey and we kind of looked at some different options that would allow him to develop the parcel in a manner that would basically be productive. Given the proximity to 890, the proximity to the new stewards, which hopefully will be being built, it really is kind of between a residential zone and a commercial and highway transit zone. So, we looked at some of the various things that have been successful in the Town of Rotterdam.

Condominium development, homeowner-occupied condominiums. It won't take you long to drive around Rotterdam and see condominiums embedded in beautiful single-family home residential communities. Stable Gate, Homestead, the new Crossings at Helderberg Meadows are building 124 condominiums. All three of those products are being built by Pigliavento. You have White Birch Gardens on Helderberg Avenue. Again, all nestled within the proximity of single-family residences.

What this offers is an ability for first-time homebuyers, which is my son's graduating college this year. I shudder at the thought of him trying to purchase a home. Homes are starting three-quarters of a million dollars almost anywhere you go. So, what these condominiums offer is a great opportunity for first-time homebuyers and retirees, people downsizing, people downsizing, wanting to downsize within their community. If you look at the people who have purchased at those aforementioned condominium developments, that's very much what they are. The huge advantage to this particular parcel, especially for the first-time homebuyers, the young business professional, is the proximity to Interstate 890.

You can be anywhere in Albany in 15 minutes, anywhere in Schenectady in 15 minutes, just without much difficulty and much impact on the Rotterdam residential streets. Looking at this and looking at what's going on in Hamburg Street, all of the new redevelopment along Hamburg Street, I think adding door fronts within that proximity will only help foster the growth of the restaurants and the shops and all of the businesses that I'm sure the Town of Rotterdam would love to get along Hamburg Street. I'd love to see the development of that as well.

So, we sat down, and we looked at the parcel and we're proposing there are four-unit buildings similar to almost all of those I mentioned, Stable Gate, Putnam, all of those. And the reason we like the four-unit buildings, especially for home ownership, if you look at a lot of condominium developments, some of them where they have that interior unit where you have a front and back exterior wall. All of these are two up, two down.

So, every resident has three exterior walls and only share one common wall, which is nice because you have a lot of natural light, a lot of windows, and it becomes a much more sellable product for people who actually want to buy and live there and stay there. Whereas what we found a lot of times with the larger condominium buildings, where you have 10, 15 units in one building, you do get those units that aren't particularly as sellable and can. It's the, you have the issue with those interior units not being as sellable. I've seen a lot of those buildings where the owners and the developers have had to put those, some of those up for rent because those larger units, they're not, people don't want to buy a unit where they have one exterior wall or two exterior walls. These have been incredibly successful, especially in this market. And I think the biggest thing is, the site will be encumbered with a homeowners association for all the maintenance of the exteriors of the building, all of the maintenance of the site, the septic system, all of the utilities, the porous asphalt, the drainage, all of that will be maintained by a homeowners association, which money is set aside every year for the maintenance of that.

Peter Road LLC
Peter Road

I'm sure all of you are familiar with HOAs. There have been a lot of them here, but money is set aside for that maintenance. So, this, in the residents, they want it to look nice because they're going to be at those HOA meetings saying, hey, listen, you know, we didn't get the leaves cleaned up last week. We really, you know, that type of stuff. So, it ends up becoming a community and a community of homeowners.

So, we spent a lot of time, we looked at this four-unit building. We're looking at five of them on the site, a mixture of one and two bedrooms, which meets the R3 zoning requirements. We meet all of the R3 zoning requirements should this be changed to R3. And even exceeding some of the setback requirements by, I think the front yard setback is 30 feet. We're right at about 30 feet along Peter Road, but along the rear of the lots, I think it's 20-foot setback. We're at about 30 feet on those rear yard setbacks. And we're going to retain that existing tree and brush buffer along the rear of those yards to provide privacy to the residents behind and plant additional buffers on the south side of the property.

We can certainly, as we work through the planning process, look at different amenities that this board would feel see fit to, you know, look at for a development of this type within a community like the Highbridge Road community. So, we're here this evening seeking a positive recommendation from this board to the town board for the change of zone from R1 to R3.

Ms. Scannell: Well, thank you. I appreciate you being here. I think that we all need to remember that we're here for a report and recommendation. So, while I'm sure as a Planning Commission we immediately look at your schedule, we start asking questions. Where are we going to put the snow and where are we going to put this? I will tell you I really do like the idea of how private you are keeping this community. There's an awful lot of green space that I can see just by looking at it. Even this early on with a site plan we don't always see that level of trees. Usually, we're starting like with not a lot of trees and we're asking for more trees. So, I always like to say he who names first loses. So, I could also see moving forward, like you said, additional buffers or something like that.

I'm going to give the opportunity to everyone up here to kind of ask some questions, to make some comments. If they have any concerns, certainly you could address things. My own personal take is that I am at a point in my life where I'm making decisions, and my daughter is at a point in her life where she is making decisions. Our decisions might find us in similar locations and for some of the similar reasons. I have a five-bedroom, four-bathroom house right now. I mow a lot of lawn. I'm digging a lot of gardens and there's some days that I just sit back and say what am I doing? This is crazy. I'm one person and the idea of condo living, certainly as I get older, I'm 55 now, as I get older it is nice to have that maintenance done and kept up. My daughter's going to be 27. She's a professional woman. She does not ever want to ever take care of a lawn, but she wants it nice, right? She wants it to look nice. What price point are you looking at for these?

Mr. Steenburgh: I wish I had consulted with Corey beforehand, but it would probably, I would guess probably in the upper 300,000s.

Ms. Scannell: Do you find typically with condominiums at this price point in communities as small as this one, do you find more owner occupancy, or do you find less owner occupancy? In your experience.

Mr. Steenburgh: I find more owner occupancy. If you're going to invest that amount of money, you want to live there. I know the success the Pigliavento's have had in this community with Homestead and Stable Gate, and they certainly wouldn't be investing into 124 more condominiums at the Crossings if this wasn't a successful venture. We very much feel that this is something that would be sellable on this parcel. Again, the proximity to 890 for young business professionals is invaluable. They don't want to drive. They don't want to be in their car for an hour. They would like to have that ability to access their workplace quickly and easily.

Ms. Scannell: And then I think on the opposite side of the fence, we've also seen with folks that are eligible like I am for the 55 and up community over at Whispering Pines. So, there's folks too that might have children and grandchildren that have stayed in the area, and they just don't want to keep the big house anymore. All right, very good.

Mr. Miglucci, questions, comments, concerns?

Mr. Miglucci: Well, this obviously has to have a zone change. So, the convoy's got to handle that. You know, apartments and condos, apartments and condos, I believe we have more than Clifton Park right now. So, it's a double-edged sword. You have people here that own properties that have been there for years. It's a lot to consider.

I believe the town board is going to have to take a look at that zone change.

Ms. Scannell: Right, well, so just to clarify for the record, the town board will be making the decision whether or not to grant the change of zone. All they are asking from this Planning Commission is for a report and recommendation. So, we would not be voting on anything whether or not to move forward with this project. In the event that the change of zone were to be approved by the Town Board, they'd be back in front of us and we'd be talking about the trees and the setbacks and the snow and where are we going to park and things like that. Mr. D'Alessandro?

Mr. D'Alessandro: Yeah, I've got a couple things. I've been on this board probably almost seven years now. This project has been turned down multiple times. I knew as soon as Stewart's got approved, this was going to happen. But there's a residential neighborhood and it's there for a reason. Now we're getting encroachment with businesses, and I don't think that's right. Traffic on Peter Road and Sherman between you guys, no, between eight and nine and four to six is a nightmare. Now when Stewart's coming in, it's going to be worse. Yeah, I would rather see affordable homes there. Something that's going to blend in with the neighborhood. That's my opinion. *"Inaudible...people clapping and cannot hear what Mark is saying."*

Ms. Scannell: Thank you. Mr. Signore.

Mr. Signore: Your home is your castle and obviously all of you feel somewhat infringed or affected by what's going to go on here. I'm with two and a half, almost two and a half acres. I'm okay with staying with the character of the neighborhood and perhaps putting residential homes because it's hard to tell people what they can do with their property when they own it. It's very difficult and I would feel much better with residential homes because it's within the character of that neighborhood. So, I really can't support the 20 condominiums.

Ms. Scannell: Thank you. Anything else, Mr. Signore?

Mr. Signore: No.

Ms. Scannell: All righty. Mr. Calder.

Mr. Calder: Well, I lived over there for 44 years on Day Road and I just went into one of the Pigliavento's condos about 6 years ago. When I was on the Town Board we disapproved this project, and the neighbors were very happy. I understand. I think the bigger fight, I don't approve of this by the way, but I think the bigger fight is going to be when the farmland across the street and that goes. That's going to be a tough one to stop. That's going to be sizable. I don't know, you know, of course, when that might happen, but I'm very familiar with this project and I, for one, have to agree with a couple of board members. I'm not going to vote for it.

Peter Road LLC
Peter Road

Ms. Scannell: Mr. Collins?

Mr. Collins: Yeah, I've seen this project. This is the third time. I voted down every time and I plan on doing that tonight. And since this isn't a public hearing, I'll say some things that made you thinking. I mean, you bought your homes for a reason. You want to live there. This guy, and I'm not criticizing him, he bought it for $250,000. He sells these for $300,000. He's bringing in $6 million.

He's going to make a ton of money and go on and he's going to leave you guys. And you have the right to live in your home and neighborhood and not be infringed upon somebody that wants to. And he can build four houses. Joe Signore, where he wanted, I lived next to it, and they wanted to put apartments and stuff on it, and we fought it. And now they've got seven homes over there. It's a beautiful neighborhood.

Now the guy might not make enough money, but it's not my job to make him money. My job is to protect you residents that have lived here for years, paid your taxes, because I think of Rotterdam as a business. Every one of you has a share and if we build this and your house is worth $250,000 now and you go to somebody who says, I don't want to look at condos, I'm going to give you $200,000. So, your share went down after all the years you paid for it. And that's how I feel. And what's the problem is like Wayne saying across the street, you've got 13 acres. If we okay this, you've got to okay that. And in those 13 acres, we can build 50 or 60. So then what do we have? We've got condominium in heaven.

And now he said that out on Guilderland Avenue, but that's out on the outskirts. This is infringing upon your rights as residents that bought houses in the bedroom community to maintain the lifestyle that you wanted. It's not our job. And as far as I'm concerned, and my wife's on the town board, I will fight tooth and nails to make sure that this doesn't go through because you deserve your privacy. You deserve what you worked hard for. And this gentleman said that you can't, you can buy a lot of houses in Rotterdam for $250,000. Somebody wanted to give me $350,000 for mine. I'll sell it tomorrow. You know what I'm saying? So, I'm here for you.

I think you, you guys own Rotterdam and this board, I'm going to vote no. I don't know how the town board's going to vote, but they should take into consideration. I urge you when this becomes a public hearing with the Town Board, you come out like you are now and show your support against this because it's your homes and your livelihood and your way of life. That's all I have.

Ms. Scannell: Mrs. Flansburg?

Mrs. Flansburg: I've been on this board for quite some time and must have been even predating that property owner. There have been many iterations that have come through here. I have in my mind a former board member that was on here. I think they tried to put multiple apartment buildings on here where there was more building than green space and so this is atypical in that regard.

However, not necessarily to the same vehemence, I do not agree with this particular project because it's two-sided. We sit up here and we're trying to think of the best for our community and although I live on the complete other side of town, even I know Peter Road cannot have significantly more traffic added to it. You cannot get off of it onto Highbridge. But then on the other side, you are going to have new development of the Stewart's and so Highbridge is going to get busier and in a good way, right? We want to encourage business in our community. And then you also have multifamily tends to be a good buffer between business and single family, but I don't think in this case, like it's not a large piece of property. And I know that, similar to what Mr. Collins vehemently said, it's not our responsibility to make that particular property owner money.

I think each time this has come before the board, whatever the makeup of the board has been, it has been to say if you had come with single family homes, it wouldn't be as much of a discussion. There wouldn't be so much dissent coming from here. But with an entrance so close to Highbridge, with multifamily adding more traffic onto Peter Road, I don't agree with this particular project in this location. I think this spot is too difficult to do what you're trying to do, even though it looks, if you put it anywhere else, it looks perfect. I would be like, wow, you actually have more green than building. Having said that, they're absolutely right. If the property on the other side, we'd still have a traffic issue, unless maybe they had an entrance on Highbridge, and we don't need to speculate, but there's much more to deal with, and it's not abutting so many single-family homes that have been there. So, it's close. He's trying, but I just don't think that it's the appropriate place for it. Peter Road has enough issues on its own right now, and I will vote no.

Ms. Scannell: Thank you, Mrs. Flansburg. Well, I think that as a Planning Commission, I probably am the only one that thinks that this project does have merit. I have not been on this Planning Commission. I have not seen a hundred different proposals. So, when I came here tonight, I tried to look at this with fresh eyes for the first time, and to look at things from that lens and through that lens.

While I applaud my fellow Planning Commission members for respecting adjoining property owners' rights, I also have learned this past year just how strongly people feel about property owners' rights. So, I think that we are really working on finding that balance, and we are at some point allowed, all of us, to agree to disagree. This is not a Planning Commission decision. Our report and recommendation will be to the town board, and it will not be by the sounds of it. I'll entertain a motion for the recommendation.

Mr. Collins: Can I make a statement? I would just like to, sometimes I ramble, but I'm here as a Planning Commission member, not as a resident, and my sole purpose is to do my job as a Planning Commission and see projects. I just want to clarify that.

Mr. Valiquette: And what you mean by that is that as your role as a Planning Commission member, you will not have any undue influence in that role on the town board. Is that correct?

Mr. Collins: Right.

Mr. Valiquette: Thank you.

Ms. Scannell: So, I would entertain a motion for a recommendation, which is what we're being asked for, a response and recommendation, so whoever wants to make the motion can make it the way they see fit.

Mr. Collins: I'd like to make the motion as a negative recommendation to the town board, not a positive, but a negative.

Ms. Scannell: We have a motion.

Mr. Calder: I'll second it.

Ms. Scannell: Thank you. Marlo, could you please call the roll.

Carter: Mr. Collins?

llins: Yes.

: Mrs. Flansburg?

Mrs. Flansburg: Yes.

Ms. Carter: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Ms. Carter: Mr. Calder?

Mr. Calder: Yes.

Ms. Carter: Mr. Signore?

Mr. Signore: Yes.

Ms. Carter: Mr. Miglucci?

Mr. Miglucci: Yes.

Ms. Carter: Ms. Scannell?

Ms. Scannell: No.

Motion is carried.

Mr. Steenburgh: Thank you for your input this evening.

Ms. Scannell: Thank you very much.

RESOLUTION NO. 55.25

ACCEPTING TOWN BOARD MEETING MINUTES

THEREFORE, UPON MOTION OF Councilmember _____**,**

seconded by Councilmember _____**,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the December 27, 2024 Town Board Special meeting as attached.

SECTION 2. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: January 2, 2025
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST**:** To adopt meeting minutes from the December 27, 2024 Town Board Special Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: January 8, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: January 8, 2025

Background Information: Attached. To adopt the meeting minutes from the December 27, 2024 Town Board Special Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of January 8, 2025.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): N/A

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

John F. Kirvin Government Center * 1100 Sunrise Boulevard * Rotterdam, NY 12306
Telephone: (518) 355-7575 Ext: 352 * Fax: (518)355-7837* Website: www.rotterdamny.org
Email * dmarco@rotterdamny.org

January 2, 2025

Certified Resolutions: #483.24-#488.24 for the year 2024 were duly adopted at the Town Board Special Meeting held at J.F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York, 12306 that was held Friday, December 27, 2024 at 5:00 p.m. The Town Board Special Meeting started at approximately 5:03 p.m. The Town Board Special Meeting was adjourned at approximately 7:15 p.m. by Councilmember Mastroianni and seconded by Councilmember Gallucci. All agreed to adjourn the Town Board Special Meeting.

Supervisor Collins was absent

Diane M. Marco

Diane M. Marco, Town Clerk

SPECIAL MEETING OF THE ROTTERDAM TOWN BOARD

December 27, 2024
5:00 PM

CALL TO ORDER
ROLL CALL
PLEDGE OF ALLEGIANCE
SUPERVISOR'S REMARKS: Supervisor Mollie A. Collins
EXECUTIVE SESSION
PROCLAMATIONS
PUBLIC HEARING
PRESENTATIONS

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:
Those members of the public wishing to address the Town Board will be asked to sign in before the meeting is called to order on the sign-in sheets being provided. Speakers will be called to the podium in the order of their signing in. Persons recognized by the Chair to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as Chair of the meeting. Persons granted the privilege of the floor shall first clearly state his/her name and address for the record. Persons so addressing the Chair through the use of a prepared written statement shall submit a copy of the same to the Town Clerk for the purpose of maintaining clear and accurate official minutes of the Town Board meeting.

GENERAL RULES OF PROCEDURE FOR PUBLIC HEARINGS & PRIVILEGE OF THE FLOOR:
Any person recognized by the Town Supervisor to speak during privilege of the floor shall direct his/her comments to the Town Supervisor as chair of the meeting. Any person granted the privilege of the floor shall first clearly state his/her name and address for the record. The purpose of privilege of the floor shall be for speakers to express their views, thoughts and speak freely. Each speaker, who wishes to address the town board, shall have an equal and reasonable opportunity to be heard by the town board. Each speaker shall be afforded a maximum of four (4) minutes to address the Town Board.

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

483.24 To authorize the purchase highway vehicles. Pg. 3

484.24 To authorize the purchase of one police vehicle**.** Pg. 42

485.24 Authorize Change Order No. 2 with Carver Construction Inc. for the Sartoli Avenue & Kings Road Drainage Improvements and Roadway Reconstruction Project. Pg. 57

486.24 To Amend Resolution 296.21 relating to the use of ARPA Funds. Pg. 79

487.24 To negotiate and execute an agreement with Marshall & Sterling Employee Benefits, Inc. Pg. 88

488.24 To authorize the Town Supervisor to execute the Memorandum of Agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the new salary of Accountant. Pg. 94

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT
Mollie A. Collins, Supervisor

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Friday, December 27, 2024, at 5:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 483.24

TO AUTHORIZE THE PURCHASE HIGHWAY VEHICLES

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI, seconded** by Councilmember **SCHLAG,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the purchase of one 2024 HV507 SBA 4x2 Truck ($240,925.82), one 2024 HV507 SFA 4x4 Truck ($262,271.59), and one 2024 HV607 SBA Refuse Truck ($192,978.09) for the Highway Department, from Navistar Inc., located at 399 Albany Shaker Road Suite 202, Loudonville, New York 12211, with compliance under NYS contract, in the total combined amount not to exceed six hundred ninety six thousand one hundred seventy five and 50/100 ($696,175.50) dollars, paid for by use of the American Rescue Plan Act funds.

SECTION 2. This resolution shall become effective December 27, 2024.

DATED: December 27, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
Collins **(Absent)**			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on December 27, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 2, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Friday, December 27, 2024, at 5:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 484.24

TO AUTHORIZE THE PURCHASE OF ONE POLICE VEHICLE

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI,** seconded by Councilmember **MASTROIANNI,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the acceptance of NYS OGS Vehicle Marketplace mini-bid # 23166-2025-1RPD and the purchase of one 2025 Ford Explorer from Metro Ford Sales, Inc., located at 3601 State Street, Schenectady, NY 12304, with compliance under NYS contract, in the amount of thirty-nine thousand five hundred thirty-five dollars and 68/100 ($39,535.68), paid for by use of the American Rescue Plan Act funds.

SECTION 2. This resolution shall become effective December 27, 2024.

DATED: December 27, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	X		
Mastroianni	X		
Gallucci	X		
Schlag	X		
Collins **(Absent)**			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on December 27, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 2, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Friday, December 27, 2024, at 5:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 485.24

AUTHORIZE CHANGE ORDER NO. 2 WITH CARVER CONSTRUCTION INC. FOR THE SARTOLI AVENUE & KINGS ROAD DRAINAGE IMPROVEMENTS AND ROADWAY RECONSTRUCTION PROJECT

THEREFORE, UPON MOTION OF Councilmember **SCHLAG**, seconded by Councilmember **GALLUCCI**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Change Order No. 2 with Carver Construction Inc., located at 494 Western Turnpike, Altamont, New York 12009, in the amount of ninety-one thousand eight hundred ninety-nine and 83/100 ($91,899.83) dollars, for a new total contract amount not to exceed one million five hundred fifty thousand, forty-four and 41/100 ($1,550,044.41) dollars.

SECTION 2. This resolution shall become effective December 27, 2024.

DATED: December 27, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
Collins **(Absent)**			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on December 27, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 2, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, N.Y.

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Friday, December 27, 2024, at 5:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 486.24

TO AMEND RESOLUTION 296.21 RELATING TO THE USE OF ARPA FUNDS

WHEREAS, by Resolution No. 443.24 adopted on November 26, 2024, the Town Board voted in favor of amending Section 1 of Resolution 296.21 to read in its entirety as follows:

> "SECTION 1**.** The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses and future fiscal year expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road ($260,000.00) and 212 Phillips Road ($215,000.00) for the future use as Town parkland (total of $475,000.00) paid from line A7110 4153 (Parks Improvements); and to fund the improvements to Sewer District 7 Extension 2 ($415,000.00) paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2); and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 ($136,700.00) paid from the fund line W38310 4850 (Water District 3, Engineering Consultant); and to fund the replacement of the asbestos concrete water main on Rt. 5S, paid from the fund line H132 Route 5S Safety Improvements ($1,200,000.00); and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant paid from the fund lines S28130 2000 ($44,965.61) and S28120 2000 ($14,988.54) ($59,954.15); and to fund the Special Improvements Area Curry Road Sewer Improvement Project paid from the fund line H125 Capital Projects ($100,000.00); and to fund the Sartoli Avenue and Rome Avenue Drainage Improvements Project paid from the fund line H126 Capital Projects ($150,000.00); and to fund the repairs to the Route 5S Fire Hydrants paid from the fund line H132 - Route 5S Safety Improvements Capital Projects ($75,000.00); and to fund the purchase of Police Vehicles paid from the fund line A3120 2010 Patrol Vehicles ($175,000.00); and to fund the Salt Storage and Yard Waste Processing Facility project paid from the fund line H107 Highway Salt Shed ($250,000.00), and to fund the Kiwanis

International Park Waterfront Access Improvement Project paid from fund line H133 Kiwanis Boat Launch ($31,240.46), and to fund the Senior Center Parking Lot Improvements Project paid from fund line A6772 2005 Equipment/Paving ($40,000.00); and to fund the Rotterdam Preserve Master Plan paid from the fund line A7110 4153 Parks Improvements ($12,516.73); and

WHEREAS, the Town Board of the Town of Rotterdam desires to reallocate the designation of funds for the replacement of the asbestos concrete water main on Rt. 5S, originally allocating $1,200,000.00 received pursuant to the American Rescue Plan Act (ARPA), paid from the fund line H132 Route 5S Safety Improvements, to the reduced allocated amount of $0.00; and

WHEREAS, the Town Board of the Town of Rotterdam desires to reauthorize designation of funds received pursuant to the American Rescue Plan Act (ARPA) to Highway Equipment ($905,472.66), Patrol Vehicles ($39,535.68), Sartoli/Kings Rd - Change Order No. 2 ($69,981.28), Sartoli/Kings Rd - Fence/Gate ($6,900.00), Senior Center Parking Lot Improvements Project ($178,110.38), for a total of $1,200,000.00 reauthorized funds; **NOW**

THEREFORE, UPON MOTION OF Councilmember **MASTROIANNI,** seconded by Councilmember **SCHLAG,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 296.21 is hereby amended to read in its entirety as follows:

"SECTION 1**.** The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses and future fiscal year expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road ($260,000.00) and 212 Phillips Road ($215,000.00) for the future use as Town parkland (total of $475,000.00) paid from line A7110 4153 (Parks Improvements); and to fund the improvements to Sewer District 7 Extension 2 ($415,000.00) paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2); and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 ($136,700.00) paid from the fund line W38310 4850 (Water District 3, Engineering Consultant); and to fund the purchase of one Ford F-250 Pickup Truck for the

Wastewater Treatment Plant paid from the fund lines S28130 2000 ($44,965.61) and S28120 2000 ($14,988.54) ($59,954.15); and to fund the Special Improvements Area Curry Road Sewer Improvement Project paid from the fund line H125 Capital Projects ($100,000.00); and to fund the Sartoli Avenue and Rome Avenue Drainage Improvements Project paid from the fund line H126 Capital Projects ($150,000.00); and to fund the repairs to the Route 5S Fire Hydrants paid from the fund line H132 - Route 5S Safety Improvements Capital Projects ($75,000.00); and to fund the purchase of Police Vehicles paid from the fund line A3120 2010 Patrol Vehicles ($175,000.00); and to fund the Salt Storage and Yard Waste Processing Facility project paid from the fund line H107 Highway Salt Shed ($250,000.00), and to fund the Kiwanis International Park Waterfront Access Improvement Project paid from fund line H133 Kiwanis Boat Launch ($31,240.46), and to fund the Senior Center Parking Lot Improvements Project paid from fund line A6772 2005 Equipment/Paving ($40,000.00); and to fund the Rotterdam Preserve Master Plan paid from the fund line A7110 4153 Parks Improvements ($12,516.73); and to fund the purchase of Highway Vehicles paid from the fund line DA5110 2000 Equipment ($905,472.66); and to fund the purchase of a Police Vehicle paid from the fund line A3120 2010 Patrol Vehicles ($39,535.68); and to fund Change Order No. 2 - Sartoli Avenue and Kings Road Drainage Improvements paid from fund line H126 Capital Projects ($69,981.28); and to fund the purchase of the Installation of New Fencing Off Kings Road paid from fund line H126 Capital Projects ($6,900.00); and to fund the Senior Center Parking Lot Improvements Project paid from fund line A6772 2005 Equipment/Paving ($178,110.38).

SECTION 2. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2024 are hereby audited and approved:

Fund	Account No.	Title		Amount
H132		FROM: Route 5S Safety Improvements		-$1,200,000.00
DA5110 2000		INTO:	Equipment	+$905,472.66
A3120 2010		INTO:	Patrol Vehicles	+$39,535.68
H126		INTO:	Capital Project	+$69,981.28

H126	INTO:	Capital Project	+$6,900.00
A6772 2005	INTO:	Equip/Paving	+$178,110.38

SECTION 3. This resolution shall become effective December 27, 2024.

DATED: December 27, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
Collins **(Absent)**			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on December 27, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 2, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, N.Y.

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Friday, December 27, 2024, at 5:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 487.24

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH MARSHALL & STERLING EMPLOYEE BENEFITS, INC.

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Marshall & Sterling Employee Benefits Inc., for Flex (FSA/HRA/HAS) bundled administrative services.

SECTION 2. This resolution shall become effective December 27, 2024.

DATED: December 27, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
Collins **(Absent)**			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on December 27, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 2, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM
Office Of The Town Clerk
Schenectady, County, NY

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Friday, December 27, 2024, at 5:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 488.24

TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE THE MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF ROTTERDAM AND THE CIVIL SERVICE EMPLOYEES' ASSOCIATION RECOGNIZING THE NEW SALARY OF ACCOUNTANT

WHEREAS, on March 15, 2022, the Schenectady County Civil Service Commission voted to establish the title of Accountant in the Town of Rotterdam in the competitive class of the civil service;

THEREFORE, UPON MOTION OF Councilmember **GALLUCCI**, seconded by Councilmember **SCHLAG**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes The Supervisor to execute the memorandum of agreement between the Town of Rotterdam and the Civil Service Employees' Association recognizing the new salary for the position of Accountant, a position in the competitive class of the civil service, as a CSEA bargaining unit position covered under the Collective Bargaining Agreement between the Town of Rotterdam and the CSEA Town of Rotterdam Unit #8504.

SECTION 2. This resolution shall become effective December 27, 2024

DATED: December 27, 2024

NAME	AYES	NOES	ABSTAIN
Dodson	**X**		
Mastroianni	**X**		
Gallucci	**X**		
Schlag	**X**		
Collins **(Absent)**			

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolution was approved by the Town Board Special Meeting of the Town of Rotterdam on December 27, 2024, and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of the Town Board had due notice of the said Town Board meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this January 2, 2025.

Diane M. Marco

Diane M. Marco, Town Clerk

RESOLUTION NO. 56.25

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR DECEMBER 2024

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of December 2024, has been placed on file and the town clerk's check in the amount of three thousand seven hundred forty-two dollars and 21/100 ($3,742.21) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: January 2, 2025

TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: Revenue received for December $3,742.21 in the Town Clerks office.

TO BE PLACED ON TOWN BOARD AGENDA OF: January 8, 2025

TO BE PLACED ON TOWN BOARD MEETING OF: January 8, 2025

Background Information: Attached

Evaluation/Analysis: Increase revenue for the Town.

Recommendation(s): To place on the Town Board Agenda and Town Board meeting of January 8, 2025.

Attachment/Documents(s): Attached

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): N/A

LEGISLATION WAS PREPARED BY: Diane M. Marco, Town Clerk

Town Clerk Monthly Report
December 01, 2024 - December 31, 2024

Account Description	Fee Description	Account#	Qty	Local Share
Conservation	Conservation	A1255	4	8.29
			Sub-Total:	**$8.29**
Dog Licensing	Exempt Dog	A2544	2	0.00
Dog Licensing	Female, Spayed	A2544	72	1,008.00
Dog Licensing	Female, Unspayed	A2544	10	170.00
Dog Licensing	Male, Neutered	A2544	78	1,092.00
Dog Licensing	Male, Unneutered	A2544	15	255.00
			Sub-Total:	**$2,525.00**
Ez pass	Ez Pass	A1255	1	25.00
			Sub-Total:	**$25.00**
Late Fees	Late Fee -Dog Renewal	A1550	52	520.00
			Sub-Total:	**$520.00**
Marriage Lic.	MARRIAGE LICENSE FEE	A1255	8	140.00
			Sub-Total:	**$140.00**
Misc	Impoundment Fees - Dogs	A1550	1	20.00
	Misc		3	76.92
			Sub-Total:	**$96.92**
MISC. FEES	Boarding - Dog		1	5.00
MISC. FEES	Certified Copies	A1255	78	780.00
			Sub-Total:	**$785.00**
Senior Discount	Senior Discount	A2544	36	-358.00
			Sub-Total:	**-$358.00**
			Total Local Shares Remitted:	**$3,742.21**

Amount paid to:	NYS Ag. & Markets for spay/neuter program	225.00
Amount paid to:	NYS Environmental Conservation	128.71
Amount paid to:	State Health Dept. For Marriage Licenses	180.00

Total State, County & Local Revenues: $4,275.92

Total Non-Local Revenues: $533.71

To the Supervisor:

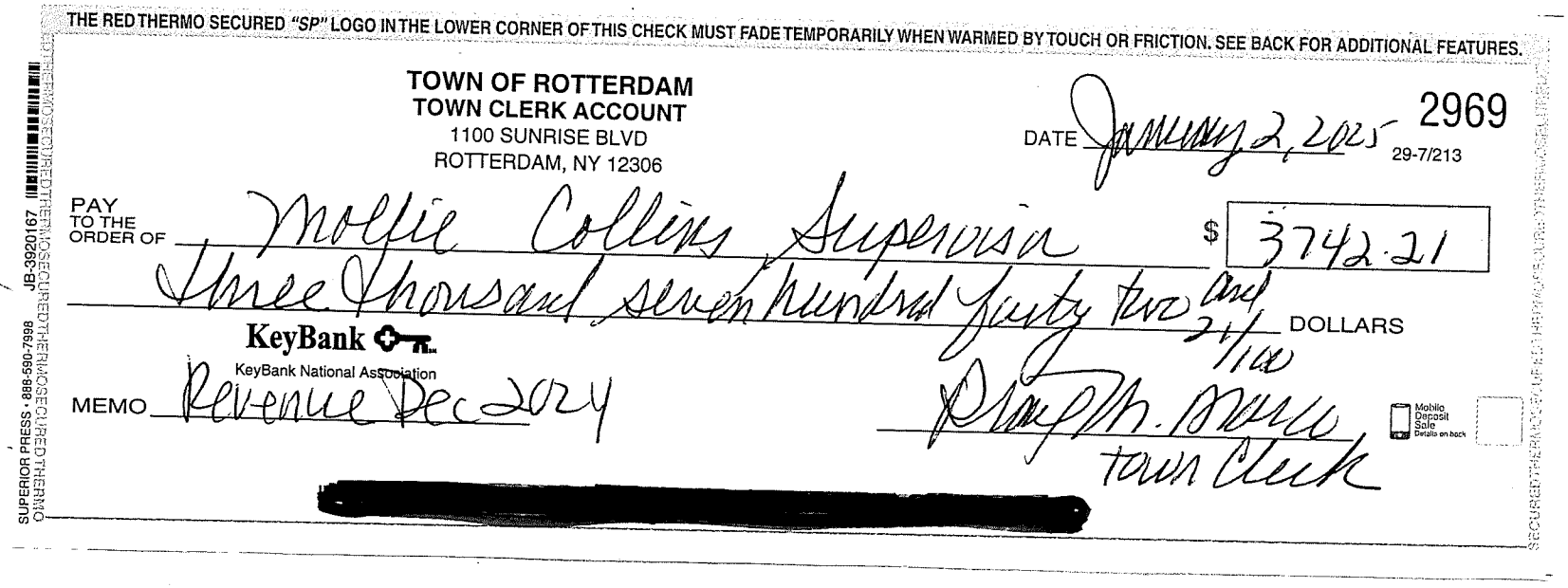
Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Diane M. Marco, Town Clerk, Town of Rotterdam during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Mollie A. Collins — Supervisor — 1/2/2025 — Date

Diane M. Marco — Town Clerk — 1/2/2025 — Date

Monthly Worksheet of Daily Work
December 2024

DATE	AMOUNT DEPOSITED	DEC LICENSE SALES	DEC PORTION	TOWN PORTION	DOG AMOUNT PAID	STATE AG MKTS PORTION	TOWN PORTION	MARRIAGE FEE PAID	STATE DOH PORTION	TOWN PORTION	Bingo Games of chance 3%	STATE BINGO/ GAMES CHANCE	TOWN PORTION	EZ PASS	ONE Day Officiant
12/2/2024	$435.00	$0.00	$0.00	$0.00	$275.00	$25.00	$250.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
12/3/2024	$91.50	$0.00	$0.00	$0.00	$60.00	$6.00	$54.00	$0.00	$0.00	$0.00	$31.50	$0.00	$0.00	$0.00	$0.00
12/4/2024	$190.00	$0.00	$0.00	$0.00	$165.00	$18.00	$147.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.00	$0.00
12/5/2024	$242.92	$30.00	$28.34	$1.66	$110.00	$11.00	$99.00	$40.00	$22.50	$17.50	$22.92	$0.00	$0.00	$0.00	$0.00
12/6/2024	$362.00	$67.00	$62.58	$4.42	$145.00	$13.00	$132.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
12/9/2024	$305.00	$0.00	$0.00	$0.00	$235.00	$17.00	$218.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/10/2024	$137.50	$0.00	$0.00	$0.00	$75.00	$5.00	$70.00	$0.00	$0.00	$0.00	$22.50	$0.00	$0.00	$0.00	$0.00
12/11/2024	$270.00	$0.00	$0.00	$0.00	$210.00	$18.00	$192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/12/2024	$160.00	$15.00	$14.17	$0.83	$105.00	$7.00	$98.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/13/2024	$355.00	$0.00	$0.00	$0.00	$165.00	$16.00	$149.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
12/16/2024	$250.00	$0.00	$0.00	$0.00	$130.00	$12.00	$118.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/17/2024	$161.00	$0.00	$0.00	$0.00	$91.00	$9.00	$82.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
12/18/2024	$260.00	$0.00	$0.00	$0.00	$65.00	$10.00	$55.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
12/19/2024	$190.00	$0.00	$0.00	$0.00	$80.00	$7.00	$73.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
12/20/2024	$215.00	$0.00	$0.00	$0.00	$95.00	$8.00	$87.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/23/2024	$110.00	$25.00	$23.62	$1.38	$75.00	$5.00	$70.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/26/2024	$5.00	$0.00	$0.00	$0.00	$5.00	$1.00	$4.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/27/2024	$191.00	$0.00	$0.00	$0.00	$131.00	$19.00	$112.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12/30/2024	$170.00	$0.00	$0.00	$0.00	$100.00	$10.00	$90.00	$40.00	$22.50	$17.50	$0.00	$0.00	$0.00	$0.00	$0.00
12/31/2024	$175.00	$0.00	$0.00	$0.00	$75.00	$8.00	$67.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Audited by DMM 12/31/2024	**$4,275.92**	$137.00	**$128.71**	**$8.29**	$2,392.00	**$225.00**	**$2,167.00**	$320.00	**$180.00**	**$140.00**	**$76.92**	**$0.00**	**$0.00**	**$25.00**	**$0.00**



THE RED THERMO SECURED "SP" LOGO IN THE LOWER CORNER OF THIS CHECK MUST FADE TEMPORARILY WHEN WARMED BY TOUCH OR FRICTION. SEE BACK FOR ADDITIONAL FEATURES.

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TOWN OF ROTTERDAM
TOWN CLERK ACCOUNT
1100 SUNRISE BLVD
ROTTERDAM, NY 12306

DATE January 2, 2025 2969
29-7/213

PAY TO THE ORDER OF Mollie Collins Supervisor $ 3742.21

Three Thousand seven hundred forty two and 21/100 DOLLARS

KeyBank
KeyBank National Association

MEMO Revenue Dec 2024

Joseph M. Bruno
Town Clerk

Mobile Deposit Safe Details on back

[redacted]

SECURED THERMO PANEL - DO NOT ACCEPT IF VOID PANTOGRAPH IS NOT VISIBLE

RESOLUTION NO. 57.25

TO ACCEPT A MONETARY DONATION FROM THE MOHAWK TOASTMASTERS CLUB FOR THE ROTTERDAM SENIOR CENTER

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby accepts a monetary donation from the Mohawk Toastmasters Club in the amount of two hundred seventy-seven and 46/100 ($277.46) dollars, for the Rotterdam Senior Center.

SECTION 2. The funds shall be made available to the Rotterdam Senior Center by increasing the budget of "Programs For The Aging" (A-6772) by $277.46.

SECTION 3. This resolution shall become effective January 8, 2025

DATED: January 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM
John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: December 27, 2024

TO: Mollie Collins, Town Supervisor

FROM: Linda L. Testa, Project Coordinator, Office of the Aging

TITLE OF REQUEST: Mohawk Toastmasters Club Donation

TO BE PLACED ON TOWN BOARD AGENDA OF: January 8, 2025

Background Information: The Town of Rotterdam has provided the Mohawk Toastmasters Club, Schenectady, New Yor Chapter with use of the Senior Center to hold their meetings for their organization over the years.

Evaluation/Analysis: The Toastmaster Club recently disbanded, as such, they are offering the residual club funds, amounting to $277.46 as a donation to the Senior Center as a token of their appreciation and to assist the Center to continue the valuable service they provide to Rotterdam's senior citizens
.

Recommendation(s): Accept the $277.46 donation from the Mohawk Toastmasters Club, Schenectady, New York Chapter.

Attachment/Documents(s): Letter from the Mohawk Toastmasters Club, Schenectady New York Chapter.

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): N/A

LEGISLATION WAS PREPARED BY: Linda Testa, Project Coordinator, Office of the Aging

Mohawk Toastmasters Club
Schenectady, New York

TOASTMASTERS INTERNATIONAL

RECEIVED
DEC 20 2024
Town of Rotterdam
Comptroller's Office

RECEIVED
DEC 20 2024
Town of Rotterdam
Comptroller's Office

December 18, 2024

Ms. Linda Testa
Rotterdam Senior Center
2639 Hamburg Street
Schenectady, NY 2303

Dear Ms. Testa,

In our recent conversations, I indicated to you that Mohawk Toastmaster Club is no longer active. In the past years until 2019, the Rotterdam Senior Center has generously allowed us to hold our bimonthly meeting in the facility. With the inactivation of our club, we like to donate the residual club funds, amounting to $277.46 to the center to thank you for your past support. Attached is a check for the donation.

Thank You.

Sincerely,

Doris Chow,
Mohawk Toastmasters Club
Schenectady, New York
518 986-3128

RESOLUTION NO. 58.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CONTI APPRAISAL & CONSULTING, LLC FOR AN APPRAISAL REPORT OF 369 DUANESBURG ROAD

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Conti Appraisal & Consulting, LLC located at 614 Route 9W, Glenmont, New York 12077, for an appraisal report on the property known as 369 Duanesburg Road, Rotterdam, New York 12306, in an amount not to exceed three thousand five hundred and 00/100 ($3,500.00) dollars.

SECTION 2. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: January 3, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Negotiate and execute an agreement with Conti Appraisal and Consulting, LLC for an appraisal report of 369 Duanesburg Road

TOWN BOARD MEETING: January 8, 2025

Background Information: The Town of Rotterdam is interested in purchasing the property at 369 Duanesburg Road for construction of a police and town court building.

Evaluation/Analysis: The town continues to perform its due diligence for the property at 369 Duanesburg Road and requires an appraisal prior to entering into a purchase agreement for the property.

Recommendation(s): Authorize the supervisor to negotiate and execute an agreement with Conti Appraisal and Consulting, LLC for an appraisal report of 369 Duanesburg Road.

Attachment/Document(s): See attached documents

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisors Office

CONTI APPRAISAL
& CONSULTING, LLC
www.contiappraisal.com

December 31, 2024

Jack Dodson
Deputy Supervisor/Town Councilperson
Town of Rotterdam
1100 Sunrise Boulevard
Schenectady, NY 12306

Via E-Mail: cjdodson@rotterdamny.org

RE: **Appraisal Report**
369 Duanesburg Road
Rotterdam, NY

Dear Jack,

Thank you for retaining Conti Appraisal & Consulting, LLC to prepare an appraisal report of the above-referenced property.

We will prepare an appraisal report of the above referenced property, to include an opinion of market value for possible purchase. The report will be written in conformance with the Codes of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute, along with the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation.

Our fee to complete the appraisal report is $3,500 (three thousand five hundred dollars) to be completed within five weeks of engagement and receipt of the following:

Deed
Most recent property and school tax bills
Survey/Building plan (if available)

Property contact for inspection.

Upon completion of the analyses, we will e-mail you a copy of the valuation in portable document format. Additional bound copies of the report are available for $25 per report.

This agreement does not include future services for consultation, trial preparation or testimony if needed to be billed under separate cover.

If you desire to cancel this agreement, written notice must be received by our office within four business days from the date of your authorization to proceed with this

assignment. It is agreed that Conti Appraisal & Consulting, LLC will be compensated for services rendered at a rate of $650 per day for the time spent on the assignment.

A copy of our standard Contingent and Limiting Conditions, which the appraisal report would be subject to, is attached for your review.

The existence of potentially hazardous material used in the construction or maintenance of the building(s) or grounds, and/or the existence of toxic wastes, which may or may not be present, will not be considered in the appraisal report. We are not qualified to detect such substances and would urge you to consult an expert in this field, if so desired.

If the terms and conditions set forth herein, and in the attached Contingent and Limiting Conditions are agreeable, **please indicate your approval by returning one executed copy of this agreement along with the $3,500 fee for services to be rendered.**

Very truly yours,

CONTI APPRAISAL & CONSULTING, LLC

Jacqueline R. Conti, MAI, J.D.
Managing Member
NYS Certified General Real Estate Appraiser #46-661

The above terms are agreed to by the undersigned.

_____
Signature

Name: _____

Title: _____

Date: _____

UNDERLYING ASSUMPTIONS & LIMITING CONDITIONS

This appraisal report has been made with the following assumptions and limiting conditions:

1. It is assumed that the legal description as obtained from public records is correct. No responsibility is assumed for matters legal in nature, and title to the property is assumed to be good and marketable unless otherwise stated.

2. Unless otherwise stated, the property is appraised free and clear of any or all liens or encumbrances.

3. The information furnished by others is believed to be reliable but we assume no responsibility for its accuracy. Responsible ownership and competent property management is assumed.

4. No opinion is intended to be expressed on matters which require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers.

5. The plot plans and exhibits in this report are included only to assist the reader in visualizing the property. We have made no engineering survey of the property.

6. Possession of this report or a copy thereof does not carry with it the right of publication nor may it be used for any purpose by any but the client without the previous written consent of the appraiser of the client and then only with proper qualification.

7. The appraiser herein by reason of this appraisal is not required to give future consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made therefore.

8. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

9. Unless otherwise stated, personal property has not been included in this report.

10. Disclosure of the contents of this report is governed by the By-laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which she is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising, public relations, news, sales or other media without the prior written consent and approval of the author.

11. We assume no responsibility for economic or physical factors which may affect the opinions herein stated which may occur at some date after the date of value.

12. We reserve the right to make such adjustments to the valuation herein reported, as may be required by the consideration of additional data or more reliable data that may become available.

13. Where discounted cash flow analyses have been undertaken, the discount rates utilized to bring forecast future revenues back to estimates of present value, reflect both our market investigations of yield anticipations from other building purchases and our judgment as to risks and uncertainties in the subject property and the consequential rates of return required to attract an investor under such risk conditions.

14. Our forecasts of future events which influence the valuation process are predicated on the continuation of historic and current trends in the market.

15. No opinion is expressed as to the value of sub-surface oil, gas, or mineral rights, or whether the property is subject to surface entry for the exploration or removal of such materials except, as is expressly stated.

16. We assume that after a visual inspection there are no hidden or unapparent conditions of the property, including the mechanical equipment, subsoil or structures which would render the property more or less valuable. We assume no responsibility for such conditions or for engineering which might be required to discover such factors.

17. No representation as to the likelihood of asbestos or existence of radon gas has been made.

18. No representation as to the evidence and or condition of underground petroleum tanks has been made.

19. No representation as to the existence of hazardous material is made.

20. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines.

    Since compliance matches each owner's financial ability with the cost to cure the property's potential physical characteristics, the real estate appraiser cannot comment on compliance to ADA.

    A brief summary of physical aspects is included in this report. It in no way suggests ADA compliance by the current owner.

    Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance.

    Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

RESOLUTION NO. 59.25

TO AUTHORIZE A WATER DISTRICT NO. 5 WATER RENTAL AGREEMENT WITH JOHN MCDONALD, YANKEE HILL LLC

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with John McDonald, Yankee Hill LLC, 252 Union Street, Schenectady, New York 12305, for the property located at 761 County Line Road, Guilderland, NY 12306, for an out of district water connection.

SECTION 2. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE:	December 27, 2024
TO:	Mollie Collins, Town Supervisor
FROM:	Lisa Gallo, SDPWS
TITLE OF REQUEST:	Out of District (OOD) Water Rental Agreement
TOWN BOARD MEETING:	January 8, 2025
Background Information:	John "Jack" McDonald has applied for a water connection at the location below: 761 County Line Road (Tax Map No. 14.00-3-5.1) Guilderland, NY 12306 Current address: Yankee Hill LLC 252 Union Street Schenectady, NY 12305
Evaluation/Analysis:	Several addresses along County Line Road currently have OOD Water 5 agreements with the Town of Rotterdam.
Recommendation(s):	Town Board Resolution needs to be prepared to contract for out of district water usage between the Town of Rotterdam and John McDonald.
Attachment/Document(s):	Water Rental Agreement Water Connection Application & map
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

TOWN OF ROTTERDAM
WATER DISTRICT NO. 5
WATER RENTAL AGREEMENT

THIS AGREEMENT, made on the _____day of _____, 2025 by and between Water District No. 5, acting through the Town Board of the Town of Rotterdam, hereinafter referred to as "DISTRICT", and John McDonald, Yankee Hill LLC, 252 Union Street, Schenectady, NY 12305, owner(s) of property located at 761 County Line Road, Guilderland, NY 12306. SBL: 14.00-3-5.1 (hereinafter referred to as "CONSUMER").

WITNESSETH:

1. The District hereby agrees to furnish and supply water to consumer and consumer hereby agrees to purchase water from District upon the terms and conditions hereinafter set forth:
   (a) This agreement is revocable at the election of the District and is contingent upon existence of surplus water sanctioned for resale to outside users as provided by law without recourse by Consumer for any loss or damages for diminution of water supply or by reason of complete curtailment thereof.
2. Consumer hereby expressly agrees to pay in advance water rents and water charges which on non-payment shall become and are hereby declared to be a continuing lien against premises furnished with water as provided herein to be enforced in the same manner as an artisan's or mechanic's lien under the provisions of Lien Law. Said water rents and water charges are hereinafter set forth.
3. All provisions contained herein notwithstanding the Town Board on behalf of Water District No. 5, upon order of the District may, without notice to Consumer and at any time following thirty (30) days after due date of payment of water rents and/or water charges, enter upon the premises of Consumer without liability of any kind whatsoever and shut off or cause to be shut off the water supply for non-payment of said water rents and water charges hereinafter set forth.

4. When water is so shut off and discontinued, the contracting Consumer and/or their assigns shall not be entitled to take or purchase water from District unless and until all charges, water rents and expenses incurred for shutting off water and re-establishing water service are paid in full and at the election of the Town Board, furnish and file a corporate surety bond in the sum of one-thousand and 00/100 dollars ($1,000.00) to ensure payment of charges and expenses for water services furnished said Consumer or supplies to said premises.

5. For water furnished Consumer and/or supplied through a water meter to the premises described herein, the Consumer, their successors and assigns, hereby agree to pay the District the following charges:

   (a) Water rents and charges as specified in this agreement and any other charges which may be fixed or made effective by the Town Board during the life of this agreement.

   (b) Immediately upon execution of this agreement and by February 15 of each year thereafter, the Consumer and/or their successors shall pay to the Receiver of Taxes and Assessments the following sum for water rents and charges:

      (1) The Consumer will be charged on the basis of the number of Consumer Units times one and one half (1 ½) times the Capital Improvements Unit Rate charge, plus the number of Consumer Units times one and one half (1 ½) the Water Use Unit Rate charge.

      (2) The number of Consumer Units is determined by dividing the water meter reading in gallons by 75,000 gallons per one (1) Consumer Unit, or is determined as one (1) Consumer Unit if no water meter is installed.

      (3) The Capital Improvements Unit Rate charge is determined by dividing the total amount of principle plus interest to be paid each year by the district by the total number of district units, all as determined by the Department of Public Works.

(4) The Water Use Unit Rate shall be determined by subtracting from the Operation and Maintenance (O&M) Budget for the successive year the amount of the unexpended balance from the current year and dividing the resultant by the number of consumer water services, all as determined by the Department of Public Works.

(5) A late-payment charge will be made at the rate of 1% per month for all unpaid charges not made within thirty (30) days of billing.

(6) Consumer shall furnish and install a water meter approved by the Water District.

6. In the event the territory in which Consumer resides or in which the premises is found is incorporated into any Water District or any extension of Water District No. 5, then and in that event water supplied to said premises will be shut off and the consumer and his successors hereby agree to take water and pay all water rents and charges as may be fixed and determined in the new District or in the extension of Water District No. 5 so created, regardless of the fact that such water rents and/or charges may exceed the charges and water rents fixed under this agreement.

7. To implement the provisions of this agreement and to obtain adherence thereto by the Consumer and his successors, it is hereby agreed and stipulated that this agreement shall be recorded in the Office of the County Clerk of Schenectady County and that the provisions contained herein shall constitute a binding obligation in this nature of a covenant of the Consumer to attach to and run with the land and to bind said Consumer and his successors in interest for and the duration of this agreement to be ended only on District's final and complete severance of water supply and/or incorporation of said premises in a new Water District or any extension of Water District No. 5.

8. Consumer agrees to abide by the Rules and Regulations of Water District No. 5 in effect at the execution of this agreement or as may be placed in effect by the Town Board at any time during the life of this agreement.

9. All expenses for installation of the water service from the water main to the Consumer's building shall be the responsibility of the Consumer including the

expenses for equipment, material, pipe, valves, permits, inspections, labor and supervision.

10. All expenses for maintenance repair of the water service from the curb water shut-off to the Consumer's building shall be the responsibility of the Consumer including the expenses for equipment, material, pipe, valves, permits, inspections, labor and supervision.
11. The description of the property that shall be furnished with water pursuant to this agreement is described as follows: (See attached Deed Description).
12. This agreement shall bind the Consumer, his heirs and assigns including all persons claiming said premises as successors in interest or title derived through the subscribing Consumer.

IN WITNESS WHEREOF, the District has caused this agreement to be executed by the Supervisor of the Town of Rotterdam as required by law, acting for and on behalf of Water District No. 5 and the Consumer has hereunto affixed his hand and seal as of this day and year first above written.

_____
John McDonald, Owner,
761 County Line Road

By:_____
Mollie Collins, Supervisor

I hereby certify that the person who executed the above agreement on the part of the Town of Rotterdam, has power and authority to make such contract and that the contract is in proper form and properly executed.

_____
Courtney Heinel, Town Attorney

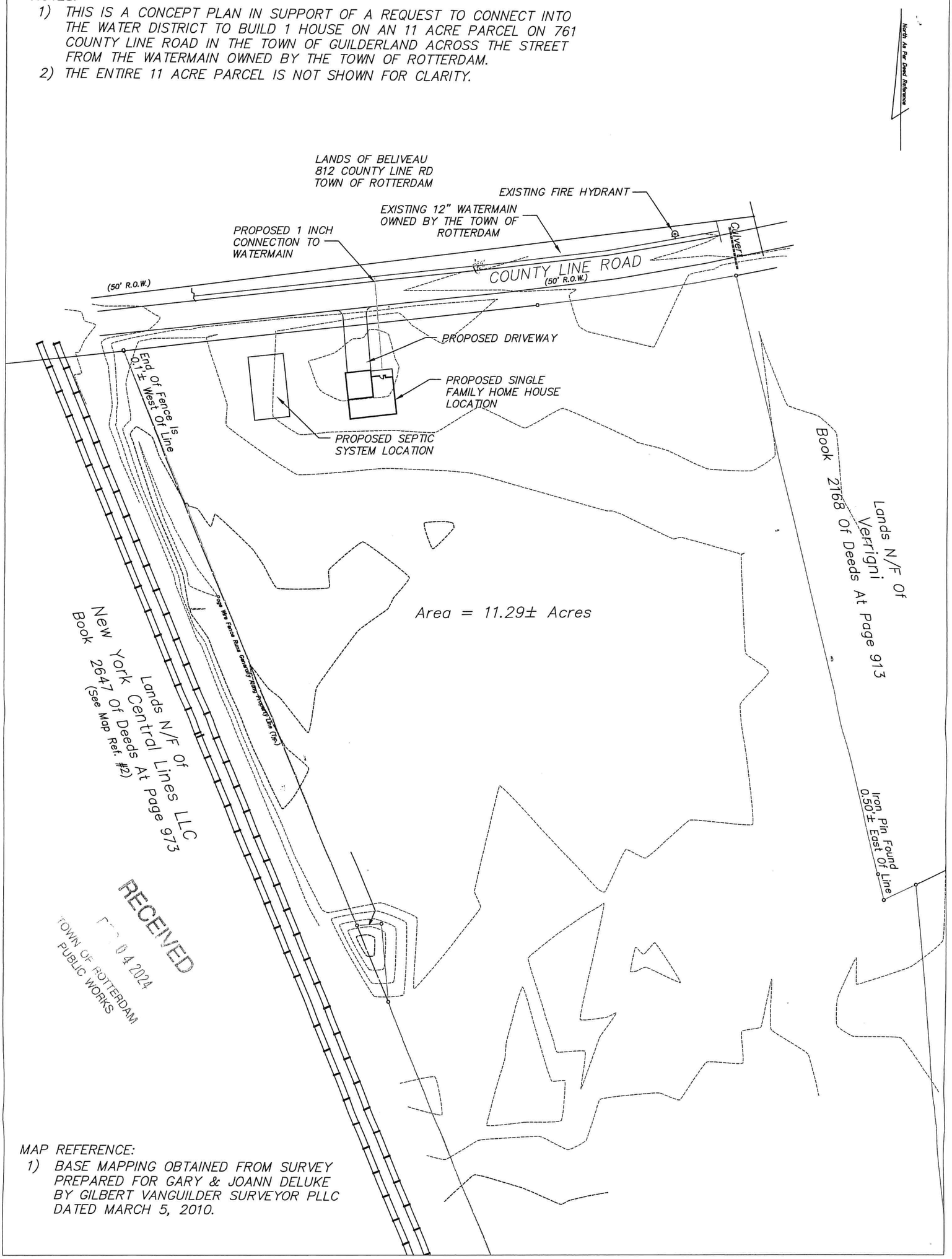
STATE OF NEW YORK)
COUNTY OF SCHENECTADY)

On this _____ day of _____2025, before me personally came _____, to me personally known who, being duly sworn by me, did depose and say that they reside at _____ Rotterdam, New York, and executed the within instrument; and that they signed their names thereto by like order.

_____
Notary Public - Qualified in
Schenectady County
My Commission Expires _____

NOTES:

1) THIS IS A CONCEPT PLAN IN SUPPORT OF A REQUEST TO CONNECT INTO THE WATER DISTRICT TO BUILD 1 HOUSE ON AN 11 ACRE PARCEL ON 761 COUNTY LINE ROAD IN THE TOWN OF GUILDERLAND ACROSS THE STREET FROM THE WATERMAIN OWNED BY THE TOWN OF ROTTERDAM.
2) THE ENTIRE 11 ACRE PARCEL IS NOT SHOWN FOR CLARITY.



RECEIVED
[illegible] 04 2024
TOWN OF ROTTERDAM
PUBLIC WORKS

MAP REFERENCE:

1) BASE MAPPING OBTAINED FROM SURVEY PREPARED FOR GARY & JOANN DELUKE BY GILBERT VANGUILDER SURVEYOR PLLC DATED MARCH 5, 2010.

SHEET TITLE:	SCALE:	SHEET NO.:
PROPOSED WATER SERVICE CONNECTION TO ROTTERDAM WATER MAIN 761 COUNTY LINE RD	NOT TO SCALE	1
	FILE NO.: COUNTY LINE RD	
	DATE: DECEMBER 2024	

NO.	DATE	REVISION	BY
00	12/3/2024	ORIGINAL ISSUE	JMM
			JMM

LANDS OF YANKEE HILL LLC
SBL # 14.00-3-5.1
11.29 ACRES

PROJ. ENGR.: JMM | DRAWN BY: JMM2 | CHECKED BY: JMM

JOHN M. McDONALD LICENSED PROFESSIONAL ENGINEER NO. 84598 STATE OF NEW YORK

UNAUTHORIZED ALTERATIONS TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF NEW YORK STATE EDUCATION LAW

TOWN OF
GUILDERLAND
ALBANY COUNTY,NY

water service request

2 messages

Jack McDonald <jackmcd123@gmail.com> Wed, Dec 4, 2024 at 14:24
To: Jack McDonald <jackmcd123@gmail.com>

RECEIVED
DEC 04 2024
TOWN OF ROTTERDAM
PUBLIC WORKS

December 4, 2024

Molly Collins, Supervisor, Town of Rotterdam
Jim Keith, Sr. Building Inspector, Town of Rotterdam

Re: Out of District Water Contract

Dear Supervisor Collins,

I hereby request Town Board approval to connect into the town water main to serve my property located at 761 County Line Road in the Town of Guilderland. Attached is the completed Water permit application and proposed concept site plan for your consideration.
I am requesting permission to install a 1" water service to serve a proposed single family home to be built on this vacant parcel.
The existing Town of Rotterdam water main is located on the north side of County Line Road. The new water service will be installed in accordance with Town of Rotterdam standards.
Thank you for your consideration of this request for an out-of-district water contract.

John McDonald
Yankee Hill LLC,
252 Union St, Schenectady NY
12305
cell # 518 376 5559
email:jackmcd123@gmail.com

Jack McDonald <jackmcd123@gmail.com> Wed, Dec 4, 2024 at 14:46
To: Jack McDonald <jackmcd123@gmail.com>

[Quoted text hidden]

RECEIVED
DEC 04 2024
TOWN OF ROTTERDAM
PUBLIC WORKS

TOWN OF ROTTERDAM
518-355-7575 EXT 395

PERMIT APPLICATION FOR WATER CONNECTION

TO BE COMPLETED BY APPLICANT **DATE:**

OWNER INFORMATION

Names: John McDonald (Yankeehill LLC

Address: 252 Union St Schenectady NY 12305

Phone:

Cell: 518 376 5559

CONTRACTOR INFORMATION

Names: To be determined

Address:

Phone:

Contractor Insurance Certificates:
Liability Workers Compensation
(must accompany application)

Property Location: 761 County Line Rd
Town of Guilderland
Albany County

Property Address: 761 County ine Rd (SBL 14.00-3-5.1 vacant 11.3 acres)
Parcel is located across from 812 County Line Rd

Proposed Lateral Size & Pipe Type: 1"

Residential X Commercial_____ Multiple Dwelling_____

Applicant (Sign) _____ Date:_____

TO BE COMPLETED BY TOWN OF ROTTERDAM

Water Rent:_____ Permit Fee: _____

Same Side Tap: _____

Opposite Side Tap: _____

Total: _____

Parcel Identification:_____

Road Cut Permit:_____

District No: _____

Approved:_____

ALL WATER CONNECTIONS NEED TO BE INSPECTED / APPROVED BY THE TOWN PRIOR TO BACKFILLING. YOUR COOPERATION IS GREATLY APPRECIATED.

~~Revised 2/09, Revised 08/10/12,~~ Revised 03/2014

TO BE COMPLETED BY TOWN OF ROTTERDAM

RECEIVED
DEC 04 2024
TOWN OF ROTTERDAM
PUBLIC WORKS

TOWN OF ROTTERDAM
APPLICATION FOR WATER AND/OR SEWER PERMIT(S)

Property Owner:	Yankee Hill LLC J McDonald
Property Address:	761 County Line RD Guilerland, Albany County
Plot:	
Lot #:	SBL 14.00-3-5.1
Lot Size:	11.30 Acres
Property Owner Phone Number:	518-376-5559
Contractor:	TBD
Contractor Address:	
Contractor Phone Number:	
Liability and Workers Compensation Certificates must be included with application.	
New Construction or Renovation:	
If new construction, has built lot been approved?	YES
If existing structure, what is current water service? (Well)	NA
Is this a replacement of an existing water service? If so, what is the reason or problem with existing service?	NA
Water Service Size:	1"
Copper or Iron Piping:	Copper or HDPE
Water Meter Needed:	Yes
Water Tap: (Same Side, Opposite Side Tap or Existing)	Opposite side
Connect to Public Sewer?	No
If Yes, Size:	
Cast Iron Pipe or Plastic:	

RESOLUTION NO. 60.25

CALL FOR BIDS FOR ROTTERDAM WATER SYSTEM IMPROVEMENTS – CONTRACT NO. 1 – WELL #6 – SITE FILL

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Rotterdam Water System Improvements – Contract No. 1 – Well #6 – Site Fill.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 29th day of January 2025, at 2:00 P.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ROTTERDAM WATER SYSTEM IMPROVEMENTS – CONTRACT NO. 1 – WELL #6 – SITE FILL

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED ELECTRONICALLY, OR IN PERSON TO THE TOWN CLERK PRIOR TO 2:00 P.M., WEDNESDAY JANUARY 29, 2025

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: January 8, 2025
BidNet: Please publish on January 10, 2025
Daily Gazette: Please publish once on January 10, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: January 3, 2025

TO: Town Board

FROM: Mollie A. Collins, Supervisor

TITLE OF REQUEST: Call for bids for Rotterdam water system improvements – contract #1 – well #6 – site fill.

TOWN BOARD MEETING: January 8, 2025

Background Information: The Town of Rotterdam will be drilling a 6th well at the water treatment plant. This well will ensure that should any of the original wells at the field need to be decommissioned or fail, the town will have an adequate redundant water supply to meet State Health Department regulations. The site of the new well is located adjacent to existing well #5 but at a significant drop in grade (elevation). Fill is required to raise the site to the surrounding grade elevation of Well Nos. 4&5 to provide access to install Well No.6 and to provide access to the pump well house(separate prime contracts).

Evaluation/Analysis: The town has included this work within the Water District #5 - Water Improvement Capital project. This preliminary work(site fill) is required to allow drilling of the production well (Well No. 6) and before construction of the Well House.

Recommendation(s): Call for bids for Rotterdam water system improvements – contract #1 – well #6 – site fill.

Attachment/Document(s): See attached documents

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisors Office

CONTRACT DOCUMENTS

FOR

WATER DISTRICT NO. 5
WATER SYSTEM IMPROVEMENTS

CONTRACT NO. 1 – WELL #6 – SITE FILL

TOWN OF ROTTERDAM
49 RICE RD
SCHENECTADY COUNTY, NEW YORK

FUNDED BY:
DRINGKING WATER STATE REVOLVING FUND
DWSRF NO. 19259

TOWN BOARD

MOLLIE A. COLLINS – SUPERVISOR

JACK DODSON – DEPUTY SUPERVISOR
TERI A. GALLUCCI – TOWN COUNCIL
JOSEPH C. MASTROIANNI – TOWN COUNCIL
RON SCHLAG – TOWN COUNCIL
DIANE M. MARCO – CLERK
COURTNEY HEINEL – TOWN ATTORNEY
JUSTIN PETERSON – SENIOR WATER PLANT OPERATOR

DECEMBER 2024

PREPARED BY:

BARTON & LOGUIDICE, D.P.C.
10 AIRLINE DRIVE
SUITE 200
ALBANY, NEW YORK 12205

It is a violation of the New York State Education Law, Article 145 §7209 Special Provisions, for any person, unless they are acting under the direction of a licensed professional engineer, architect, landscape architect, or land surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering professional shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

SECTION 00 01 10

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SCHENECTADY COUNTY, NEW YORK

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Town of Rotterdam

Request for Bids

Rotterdam Water System Improvements – Contract No. 1 – Well #6 – Site Fill

Bid Opening:

January 29, 2025, 2:00 pm

@ Rotterdam Town Hall .

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

Rotterdam Water System Improvements – Contract No. 1 – Well #6 – Site Fill

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Email

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

If submitting bid in person or by mail, please write bid title on the outside envelope and submit in a sealed envelope to the Town Clerks Office, 1100 Sunrise Blvd, Rotterdam, NY 12306, during regular business hours, Monday – Friday 8am- 4pm.

Town of Rotterdam

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam Water System Improvements – Contract No. 1 – Well #6 – Site Fill project will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until January 29, 2025 at 2:00 pm at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

> Contract No. 1 – General Construction: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental to the clearing, filling, and grading of the site for future Wellhouse #6 (constructed under separate contract), as shown on the Contract Drawings and Specifications.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and accompanied by security in an amount not less than five percentum (5%) of the amount of the bid in the form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

There will be no formal Pre-Bid Meeting held, but any Bidder that would like to visit the site shall contact the Town Supervisor's office at (518) 355-7575 extension 393 to arrange a site visit. Town representatives will not answer questions relative to the project.

This is an exempt capital improvement project, and Bidders shall not include in their bid sales and compensating use taxes on the cost of materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **January 29, 2025 at 2:00 pm,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **the Office of the Town Clerk** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

3. Digital Copies of Drawings and Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

4. Purchases made by the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid proposal. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for a period not to exceed thirty (30) days from the bid opening date.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings of the Town of Rotterdam as specified (if applicable).

10. Delivery (if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFP shall be disqualified and the bid shall be rejected.

NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Firm: _____

Signed by:_____ Title:_____

Signature: _____ Date:_____

Email: _____

RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

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

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

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

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

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

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion,

disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory

remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

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

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

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

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

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

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the

department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

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

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

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

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

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal

agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an

administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

SECTION 00 41 16.01

BID FORM - GENERAL

WELL #6 SITE IMPROVEMENTS
DWSRF PROJECT NUMBER 19259
Contract No. 1 – Well #6 – Site Fill

SUBMITTED BY:

_____

_____

_____

_____

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town Clerk
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, NY, 12306

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	**Addendum Date**
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder 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 Bidding Documents.

H. Bidder has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Designer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding;

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels;
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

CONTRACT NO. 1 – BASE BID ITEMS

Item	Description	Quantity	Unit	Unit Price	Extension
1	All Work Associated With Well #6 Site Fill	1	LS		
				Bidder's Total Base Bid	

5.02 Items additive to the Base Bid shall be represented in figures thus: $1,234.00.

5.03 Items deductive to the Base Bid shall be represented in figures thus: ($1,234.00).

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work and Milestones specified in Section 01 31 13, Project Coordination, will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid Security;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and E-mail Address: _____

_____

Bidder's Federal Employer Identification Number (FEIN) _____
(For NYS Department of Labor reporting of Successful Bidder only)

SECTION 00 43 13

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID
Bid Due Date:
Description *(Project Name— Include Location)*:
BOND
Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00 43 93

BIDDER'S CHECKLIST

Section 00 22 13, Town of Rotterdam Standard Specifications	☐
Section 00 43 13, Bid Bond. Execute and attach Bid security.	☐

State and Federal requirements: Each of the following forms must be complete and executed:

Section 00 45 34, Iranian Energy Sector Divestment Certification. Requires Bidder's signature.	☐
Section 00 45 45, Prohibition on Purchase of Tropical Hardwoods Certification. Requires Bidder's signature. Section 00 73 90, NYSEFC Bid Packet • EFC DBE Utilization Plan • BABA Contractor's Certification • AIS Contractor's Certification • Lobbying certification	☐

END OF SECTION

SECTION 00 45 34

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Bidder hereby represents that said Bidder is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that Bidder has not:

   a) Provided goods or services of $20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

   b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every Bidder submitting a Bid in response to this Advertisement for Bid must certify and affirm the following under penalties of perjury:

   a) “By submission of this bid, the Bidder and each person signing on behalf of the Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that Bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).”

      The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any Bidder that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any Bidder who cannot make the certification, on a case-by-case basis under the following circumstances:

a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the Bidder is offered. Such determination shall be made by the Owner in writing and shall be a public document.

_____ _____
Signature Title

_____ _____
Company Name Date

State of _____)
) SS:
County of _____)

On this _____ day of _____, 20____, before me personally came and appeared_____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

_____

END OF SECTION

SECTION 00 45 45

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

A. Bidder hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).
   1. Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.
   2. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.

B. Qualifications for an exemption under this law will be the responsibility of the Bidder to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the Bidder acknowledges that proof of qualifications for exemption are the Bidder's responsibility to meet with the approval of the state.

C. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:
   1. "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with New York State Finance Law Section 165".

FIRM:_____

By:_____

Title:_____

(CORPORATE SEAL IF ANY)

STATE OF)
) SS:
COUNTY OF)

On this_____ day of_____, 20____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

END OF SECTION

SECTION 00 51 00

NOTICE OF AWARD

Date of Issuance:

Owner:	Town of Rotterdam	Owner's Contract No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	904.043.002
Project:	Water District No. 5 Water System Improvements	Contract Name:	Contract No. 1 – Well #6 - Site Fill

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

_____.

The Contract Price of the awarded Contract is: $_____.

Six (6) unexecuted counterparts of the Agreement and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:**

Authorized Signature

By:

Title:

Copy: Resident Project Engineer

SECTION 00 52 13

AGREEMENT

THIS AGREEMENT is by and between Town of Rotterdam ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

A. The Project consists clearing, filling, and grading the site in preparation for future Wellhouse #6, which will be constructed under separate contract..

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Contract No. 1 – Well #6 - Site Fill

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Barton & Loguidice, D.P.C. ("Engineer").

3.02 The Owner has retained Barton & Loguidice, D.P.C. to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal proceeding 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):

1. Substantial Completion: Contractor shall pay Owner ONE THOUSAND FIVE HUNDRED ($1,500.00) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner FIVE HUNDRED ($500) for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities included in the Bid Form. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Designer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment)

_____ Dollars

(words)

And _____ cents $_____

(words) (figures)

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. 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.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

a. Ninety-five (95) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to one hundred (100) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two times the Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. 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 as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum, unless otherwise prescribed by Law.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing

surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. 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.

H. Contractor has given Designer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Designer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance bond (pages 1 to 4, inclusive).
3. Payment bond (pages 1 to 4, inclusive).
4. General Conditions (pages 1 to 65, inclusive).
5. Supplementary Conditions (pages 1 to 12, inclusive).
6. Division 01 through Division 49 Specifications, as listed in the Table of Contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the sheet index.
8. Addenda (numbers ___ to ___, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. 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.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____ *(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ *(where applicable)*

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Certification of the Owner's Attorney

I, the undersigned, the duly authorized and acting legal representative of _____ do hereby certify as follows:

I have examined the foregoing Contract and surety bonds and the matter of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

By:_____

Owner's Attorney

_____

Date

END OF SECTION

SECTION 00 55 00

NOTICE TO PROCEED

Owner:	Town of Rotterdam	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	904.043.002
Project:	Water District No. 5 Water System Improvements	Contract Name:	Contract No. 1 – Well #6 - Site Fill
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20___.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is_____.

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner**:**

Authorized Signature

By:

Title:

Date Issued:

Copy: Resident Project Engineer

SECTION 00 61 13

SUBCONTRACTOR'S VERIFIED STATEMENT
(SECTION 220-a OF NEW YORK LABOR LAW)

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

_____, being duly sworn, deposes and states:

1. That I am an officer of _____ (hereinafter referred to as "the Subcontractor"), a subcontractor on public contract number _____ (hereinafter "the Contract") and I am duly authorized to make this Verified Statement on behalf of the firm.
2. That I make this Verified Statement in order to comply with the provisions of Section 220-a of New York Labor Law.
3. That on _____, the Subcontractor received from _____, the public improvement contractor/subcontractor that engaged this firm as a subcontractor on the Contract, a copy of the initial/revised schedule of wages and supplements Prevailing Rate Case Number 202400197 (PRC) specified in the Contract.
4. That the Subcontractor has reviewed such schedule(s) of wages and supplements, and agrees to pay the applicable prevailing wages and to pay or provide the supplements specified therein.
5. I have read this Subcontractor's Verified Statement and know the contents thereof; and the same is true to my own knowledge. This Verified Statement is made by me, a person acquainted with the facts of this matter, and is made under penalty of perjury.

_____
SIGNATURE

_____
PRINT NAME

_____
NAME OF SUBCONTRACTOR

_____
TITLE WITH SUBCONTRACTOR

On this ___ day of _____, 20___, before me personally appeared _____, to me known, and known to me to be one of the firm of _____ described in and who executed the foregoing Verified Statement, and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____
Notary Public

If this verified statement is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See New York CPLR Section 2309(c); New York Real Property Law Sections 311 and 312).

CONTRACTOR'S VERIFIED STATEMENT
(SECTION 220-a OF NEW YORK LABOR LAW)

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

_____, being duly sworn, deposes and states:

1. That I am an officer of _____ (hereinafter referred to as "the Contractor") and am duly authorized to make this Verified Statement on behalf of the Contractor on public contract number _____ (hereinafter "the Contract").

2. That the Contractor fully comprehends the terms and provisions of Section 220-a of the Labor Law.

3. That the Contractor hereby files every verified statement required to be obtained by the Contractor from the subcontractors.

4. That, except as herein stated, there are no amounts due and owing from the Contractor to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract. (Set forth below the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each, respectively. If there are none, please write "N/A".)

NAME	AMOUNT

5. That, upon information and belief, except as stated herein, there are no amounts due and owing from the Contractor's subcontractors or the subcontractors of the Contractor's subcontractors to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract. (Set forth below the known names of the persons whose wages or supplements are unpaid and the known amount due to each or on behalf of each, respectively. If there are none known to the Contractor, please write "N/A" and utilize clause 5A below.)

NAME	AMOUNT

5A. That the Contractor has no knowledge of amounts due and owing from the Contractor's subcontractors or the subcontractors of the Contractor's subcontractors to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract.

6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any employees of the Contractor's subcontractors and subcontractors of the Contractor's subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to the provisions of Section 223 of New York Labor Law.

7. I have read this Contractor's Verified Statement and know the contents thereof; and the same is true to my own knowledge, except with respect to wages and supplements owing by subcontractors, which is stated upon information and belief, and, with respect to wages and supplements owing by subcontractors, I believe it to be true. This Verified Statement is made by me, a person acquainted with the facts of this matter, and is made under penalty of perjury.

_____
SIGNATURE

_____
PRINT NAME

_____
NAME OF CONTRACTOR

_____
TITLE WITH CONTRACTOR

On this ___ day of _____, 20___, before me personally appeared _____, to me known, and known to me to be one of the firm of _____ described in and who executed the Verified Statement, and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____
Notary Public

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See New York CPLR Section 2309(c); New York Real Property Law Sections 311 and 312).

(NEW YORK STATE)

SECTION 00 61 13.13

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____

_____

principal _____ and _____

_____

_____

surety _____, are held and firmly bound unto the Town of Rotterdam in the sum of _____ Dollars ($_____) lawful money of the United States, to be paid to the Town of Rotterdam, its successors or assigns, for which payment well and truly to be made we bind ourselves and all and each of our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals Dated this _____ day of_____, 20__.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden, the Contractor _____ with the Town of Rotterdam in the foregoing contract named, shall and will faithfully perform the work and furnish the materials and supplies in and by said contract agreed by _____ to be performed and furnished, and shall faithfully perform and comply with all the conditions and obligations of said contract on _____ part in every particular, and shall promptly make payment of the sums due to all persons supplying labor and material in the prosecution of the work provided for in said contract, then and in that event, this obligation to be void, otherwise to remain in full force and virtue.

(Affix seal if principal is a corporation; if principal is a co-partnership, each partner should sign individually under the firm name)

Principal_____L.S.

_____L.S

_____L.S

Surety _____L.S.

(Affix seal if surely is a corporation)

_____L.S.

_____L.S.

(If signed by a Surety Company, affix authority of its officers to sign and its latest sworn financial statement unless these are on file in the Village Clerk's office, when this fact should be so stated.)

(If signed by individual sureties, the justification as well as the acknowledgement on the reverse side should be completed in two places.)

(All signatures should be acknowledged below. The surety, if a corporation, may affix its forms of acknowledgement as particularly applicable to its method of execution.)

CONTRACTOR, IF AN INDIVIDUAL, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of_____ 20__, before me personally

appeared _____ to me known and known to me to

be the individual described in and who executed the within

instrument, and he duly acknowledged that he executed the same.

_____

Notary Public, _____ County

Commission of Deeds _____

CONTRACTOR, IF A CO-PARTNERSHIP, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of _____ 20___, before me personally

appeared _____, to me known, and known to me to be one

of the firm of _____

described in and who executed the foregoing instrument, and he

_____ thereupon _____ acknowledged to

me that he executed the same as and for the act and deed of said firm.

_____

Notary Public, _____ County

Commissioner of Deeds _____

CONTRACTOR, IF A CORPORATION, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this_____ day of_____, 20___, before me the subscriber personally came_____, to me known, who being by me duly sworn did depose and say that he resides in the City of_____; that he is the _____ of the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed pursuant to a resolution of the Board of Directors of said corporation and that he signed his name thereto by like order.

_____

Notary Public, _____ County

Commissioner of Deeds _____

SURETY COMPANY ACKNOWLEDGEMENT MAY BE AFFIXED HERE

I hereby approve foregoing surety_____ _____

Dated, Town of Rotterdam, New York _____ 20_____

_____, Supervisor

END OF SECTION

SECTION 00 63 36

FIELD ORDER

Field Order _____

Date of Issuance:		Effective Date:	
Owner:	Town of Rotterdam	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	904.043.002
Project:	Water District No. 5 Water System Improvements	Contract Name:	Contract No. 1 – Well #6 - Site Fill

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____ Specification(s) _____ Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

Copy to: Owner

SECTION 00 63 63

CHANGE ORDER

Change Order No. _____

Date of Issuance:		Effective Date:	
Owner:	Town of Rotterdam	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	904.043.002
Project:	Water District No. 5 Water System Improvements	Contract Name:	Contract No. 1 – Well #6 - Site Fill

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $_____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $_____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized	Contractor (Authorized
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

SECTION 00 65 16

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Town of Rotterdam	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	904.043.002
Project:	Water District No. 5 Water System Improvements	Contract Name:	Contract No. 1 – Well #6 - Site Fill

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

_____
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities: ☐ None ☐ As follows

Amendments to Contractor's responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

SECTION 00 72 16

GENERAL CONDITIONS

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement which provides Engineer the time necessary, in its professional judgment, for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if, in Engineer's professional judgment, it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the

conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless:

a. Contractor had actual knowledge thereof, or

b. Contractor failed to fully or adequately perform the verifications and review required by Paragraphs 3.03 A. 1. and 3.03 A. 2. and should have had actual knowledge thereof had it done so

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness allowing sufficient time in Engineer's professional judgment to review the matter, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such

Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. abnormal weather conditions;
3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Subject to the limitations stated therein, Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will within a reasonable time which, in it its professional judgment, allows sufficient opportunity to consider the matter, review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

    b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will within a reasonable time which, in it its professional judgment, allows sufficient opportunity to consider the matter, review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the

Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or

replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication,

construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion and exercise of professional judgment determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability and will not be liable for its decisions in that regard made in good faith. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability and will not be liable for its decisions in that regard made in good faith. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require

Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and

losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or

incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members,

partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the

amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors to the extent arising out of:

1. the negligent preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Licensed professional shall be properly insured, shall name the Owner and Engineer as additional insureds. The Contractor shall supply a copy of the certificate of insurance prior to commencing services. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in

Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in its professional judgment in order to endeavor to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will endeavor to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a reasonable degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner reasonably informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for

initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work,

(2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the Owner and Contractor expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 14 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the

parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment,

excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine, in its professional judgment, whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, fees of the Engineer resulting from the defective work and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed as expeditiously as is reasonable under the circumstances. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

   c. Contractor has failed to provide and maintain required bonds or insurance;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

   e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

   f. the Work is defective, requiring correction or replacement;

   g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   h. the Contract Price has been reduced by Change Orders;

   i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

   j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

   k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects,

and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose

without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all disputes that Contractor believes are unsettled; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied in its professional judgment that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Times, directly attributable to any such suspension. Any Change Proposal seeking such

adjustment shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate has substantially corrected its failure to perform and proceeds diligently to completely cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work; and

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer ,without good cause, fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer, without good cause, has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party’s non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION

SECTION 00 73 16

SUPPLEMENTARY CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:

B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. Evidence of Owner's Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02 Copies of Documents

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

A. Owner shall furnish to Contractor one (1) copy of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

SC-2.03 Before Starting Construction

SC-2.03 Add the following language at the end of the first sentence of Paragraph 2.03.A:

the preliminary Progress Schedule shall be the 90-Day Progress Schedule identified in Specification Section 01 32 16, Construction Progress Documentation. A baseline Progress Schedule and subsequent monthly updates are required at the times indicated in Specification Section 01 32 16, Construction Progress Documentation.

SC-2.03 Add the following language at the end of the second sentence of Paragraph 2.03.A.3:

The Schedule of Values shall be subdivided into categories matching each line item on the Bid Form. **Additional requirements for the Schedule of Values are supplemented in Specification Section 01 29 00, Payment Procedures.**

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Subsurface and Physical Conditions

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.03 Contractor's Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:		**Statutory**
Federal, if applicable (e.g., Longshoreman's):		**Statutory**
Jones Act coverage, if applicable:		
Bodily injury by accident, each accident	**$**	**500,000**
Bodily injury by disease, aggregate	**$**	

Employer's Liability:

Bodily injury, each accident	**$**	
Bodily injury by disease, each employee	**$**	**500,000**
Bodily injury/disease aggregate	**$**	**500,000**
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	**$**	
Foreign voluntary worker compensation		**Statutory**

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	**$**	**2,000,000**
Products - Completed Operations Aggregate	**$**	**1,000,000**
Personal and Advertising Injury	**$**	**1,000,000**
Each Occurrence (Bodily Injury and Property Damage)	**$**	**1,000,000**

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:		
Each person	**$**	**1,000,000**
Each accident	**$**	**1,000,000**
Property Damage:		
Each accident	**$**	**1,000,000**
[or]		
Combined Single Limit of	**$**	**1,000,000**

4. Excess or Umbrella Liability:

Per Occurrence	**$**	**4,000,000**
General Aggregate	**$**	**4,000,000**

5. Contractor's Pollution Liability:

Each Occurrence	**$**	**1,000,000**
General Aggregate	**$**	**1,000,000**

☐ **If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract**

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: Barton & Loguidice, D.P.C.

7. Contractor's Professional Liability:

Each Claim	**$**	**1,000,000**
Annual Aggregate	**$**	**1,000,00**

8.

SC-6.05 Property Insurance

SC-6.05.A.1 Add the following new subparagraph after subparagraph 6.05.A.1:

a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:

Barton & Loguidice, D.P.C.

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;

15. include by express endorsement coverage of damage to Contractor's equipment.

SC-6.05.A. Delete Paragraph 6.05.A of the General Conditions and substitute the following in its place:

Contractor shall provide and maintain installation floater insurance for property under the care, custody, or control of Contractor. The installation floater insurance shall be a broad form or "all risk" policy providing coverage for all materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work. Coverage under the Contractor's installation floater will include:

1. any loss to property while in transit,

2. any loss at the Site, and

3. any loss while in storage, both on-site and off-site.

Coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable. The Contractor will be solely responsible for any deductible carried under this coverage and claims on materials, supplies,

machinery, fixture, and equipment that will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

SC 6.05.A. Delete the first sentence of Paragraph 6.05.A and insert the following sentence in its place:

Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7:00 AM to 3:30 PM Monday through Friday excluding legal holidays.

2. Owner's legal holidays are U.S. Federal Holidays as defined 5 USC 6103.

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.08 Permits

SC-7.08.A. Add the following subparagraph to Paragraph 7.08.A of the General Conditions:

1. Owner will obtain the following permits in connection with this Project:

   - NYSDOH Approval of Plans

Contractor is required to comply with all requirements of permits imposed upon Owner in the same manner required by Owner.

SC-7.09 Taxes

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-7.15 Emergencies

SC 7.15 Add the following paragraph after Paragraph 7.15:

B. Contractor shall designate one person to respond to emergencies and act on the Contractor's behalf during off-work hours at the Site. The person's name, address, and telephone number shall be provided to Owner during the preconstruction conference and the designated person shall be on call during off-work hours Response time shall not exceed one hour after notification is given by Owner and/or Engineer that an emergency exists at the Site.

SC-7.16 Shop Drawings, Samples, and Other Submittals

SC-7.16.B In Paragraph 7.16.B, replace "in accordance with the accepted Schedule of Submittals" with "in accordance with the Contract Documents".

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:

a. **Record date of receipt of Samples and Contractor-approved Shop Drawings.**

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more

detail as in the case of observing test procedures; and send copies to Engineer.

b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

c. Maintain records for use in preparing Project documentation.

11. Reports:

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. **Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).**
2. **Exceed limitations of Engineer's authority as set forth in the Contract Documents.**
3. **Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.**
4. **Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.**
5. **Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.**
6. **Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**
7. **Accept Shop Drawing or Sample submittals from anyone other than Contractor.**
8. **Authorize Owner to occupy the Project in whole or in part.**

ARTICLE 12 – CLAIMS

Delete 12.01.D. in its entirety and replace with the following:

12.01.D Adjudication of Claims

12.01.D.1. To the fullest extent permitted by law, the Contractor hereby waives any claims that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there hereafter is any unjust enrichment to the Work, as a basis for an increase in any amounts due the Contractor or a change in any time period provided for in the Contract.

12.01.D.2. Claims for Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than fourteen (14) calendar days after first observance of the conditions. The Engineer will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, and such difference would not reasonably have been discovered by a reasonably competent Contractor prior to bid, then the Engineer will recommend to the Owner an equitable adjustment in the Contract Sum or the Contract Time, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents, or that such difference would reasonably have been discovered by a reasonably competent Contractor prior to bid, and that no change in the terms of the Contract is justified, the Engineer shall so notify the Owner and the

Contractor in writing, stating the reasons. Claims by the Contractor in opposition to such determination must be made within 21 days after the Engineer has given notice of the decision. If the conditions encountered are materially different, and such difference would not reasonably have been discovered by a reasonably competent Contractor prior to bid, the Contract Sum and Contract Time shall be equitably adjusted.

12.01.D.3. Claims for Additional Cost: If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property.

12.01.D.4. Claims for Additional Time:

a. Any Claim for an increase in the Contract Time, must be preceded by written notice detailing the cause of each such delay which notice must be given in writing to the Owner and the Engineer within five (5) days of such time as the occurrence causing the delay should have been detected. Such notice must specify each such occurrence, describe how the occurrence is causing delay, include an estimate and description of each cost or damage being incurred as a result of the delay, and set forth the probable effect of delay on the progress of the Work.

b. Failure to strictly comply with these requirements by the Contractor shall constitute a waiver of such claim and constitute sufficient cause to deny any extension of time.

c. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

d. In planning its construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated the amount of magnitude of adverse weather conditions normal to the site of the Work for the seasons involved. Only those weather delays attributable to other than normal weather conditions will be considered.

12.01.D.5. An extension of the Contract Time, to the extent permitted hereunder shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity; or (4) any delay-related claim (collectively referred in this subparagraph as “Delay”) whether or not such Delay is foreseeable. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity cost, impact damages, labor inefficiency damages, or overhead costs. Notwithstanding the foregoing, in the event the Delay is solely caused by the acts of the Owner, the Contractor shall be permitted an extension of time to complete the Work and an equitable adjustment to the Contract Sum in the amount of Contractor’s increased labor costs caused by the Delay.

12.01.D.6. The Contractor understands that the timely prosecution of Contractor’s obligations under the Contract is essential to the efficient completion of the Project and may have a direct bearing on the costs incurred by all other Prime Contractors. Some of the Contractor’s obligations in this regard include, but are not limited to: 1) Completing the Work in an orderly fashion and in accordance with an agreed upon progress schedule; 2) Timely coordination and cooperation with the Owner, the Engineer, and the other Prime Contractors to resolve disruptions, interferences or other problems as they arise; 3) Providing sufficient personnel, systems and procedures to insure that required materials,

supplies, and skilled human resources are available so that the Work is timely understood, anticipated, progressed, and communicated where require to others involved with the Project; 4) Maintaining accurate job progress schedules and systems; 5) Timely notifying others working on the site when delays or interferences occur that will affect the Contractor's or others' work pertaining to the Project; 6) Providing a skilled, informed, and properly supported superintendent at the Project site and at all required job meetings to provide meaningful information and commitments to efficiently cooperate in coordinating the Work of the various Contractors; and 7) Timely reviewing all job minutes, correspondence and other communications and responding to same when required. Accordingly, Contractor shall indemnify and save the Owner harmless from all damages, costs and expenses incurred by reason of Contractor's failure to timely prosecute its obligations under this Agreement.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 Cost of the Work

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery:

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Rental Rate Blue Book. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than $1,000 will be considered small tools.

SC-13.03 Unit Price Work

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01.D. Payment Becomes Due

SC-15.01.D In Subparagraph 15.01.D.1, replace "Ten days" with "30 days".

SC-15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of *American Arbitration Association***, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.**

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

SC-17.03 Attorneys' Fees

SC-17.03 Add the following new paragraph immediately after Paragraph 17.01

SC-17.03 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 19 – NO DISCRIMINATION

SC-19.01 The Contractor will not discriminate against any employee or applicant for employment on the basis of sexual or affectional preference or orientation.

SC-ARTICLE 20. Add the following new Article:

ARTICLE 20 – NEW YORK STATE PUBLIC WORKS LABOR LAWS

SC-20.01 10-Hour Safety Course (NYS Labor Law Section 220-h, eff. 7/18/08).

A. All laborers, workers, and mechanics employed in the performance of the contract on the public work site, either by the contractor, subcontractor or other person or contracting to the whole or a part of the work contemplated by the contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration is at least ten hours in duration.

SC-20.02 Compliance with Prevailing Wage and Supplements Laws

A. The following outlines the procedures required by Sections 220 and 220-a of the New York State Labor Law to ensure that all laborers working on this Contract are paid prevailing wages and supplements. Compliance with these procedures, including the filing of payrolls in a manner

consistent with Section 220(3-a) of New York Labor Law, is a condition precedent to payment of any sums due and owing to the Contractor for work performed on the Project that is the subject matter of this Contract.

1. Public improvement contractors and subcontractors must provide each of their subcontractors with a copy of the schedule of wages and supplements specified in the public improvement contract before each of the subcontractor's work is started.

2. Pursuant to Section 220-a(1) of New York Labor Law, upon receipt from the public improvement contractors and subcontractors of a copy of the schedule of wages and supplement specified in the public improvement contract, the subcontractors engaged by a public improvement contractor or subcontractor that engaged them a verified statement attesting that the subcontractor has received and reviewed the schedule of wages and supplements and any subsequently issued schedule and agrees that it will pay the applicable prevailing wages and will pay or provide the supplements specified therein. A blank subcontractor's verified statement that meets the requirements of Section 220-a(1) of the New York Labor Law can be found herein.

3. The public improvement contractors and subcontractors must immediately obtain their subcontractors' verified statements. Such verified statements must be maintained by the public improvement contractors and subcontractors until the final payment has been made.

4. Pursuant to Section 220-a(2) of New York Labor Law, before approval and issuance of final payment on this contract, the Contractor is required to file with the Owner every verified statement required to be obtained by the Contractor from its subcontractors and to file a verified statement with the Owner certifying to the amounts then due and owing from such contractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract, setting forth therein the names of the persons whose wages of supplements are unpaid and the amount due to each or on behalf of each, respectively. The Contractor's verified statement shall also set forth the amounts known by the Contractor to be then due and owing from each subcontractor, or from a subcontractor of such subcontractor, for wages or supplements, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its subcontractors, and that in the event it is determined by the Commissioner of Labor that the wages or supplements or both of any employees of such subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to the provisions of Section 223 of the New York Labor Law. A blank contractor's verified statement that meets the requirements of Section 220-a(1) of the New York Labor Law can be found with the prevailing wage insert in this Project Manual.

5. If revised schedules of wages and supplements are issued after the verified statement required in subparagraph 2 herein has been provided by the subcontractors, the public improvement contractors and subcontractors must provide each subcontractor with such revised schedules and receive and obtain from each subcontractor a new verified statement.

6. Each contractor and subcontractor shall submit to the Owner within thirty days after the issuance of its first payroll on the Project and every thirty days thereafter, a transcript of the payroll record, as provided for in Article 8 of the New York Labor Law, subscribed to and sworn to or affirmed as true under the penalties of perjury.

7. To satisfy the requirements set forth subparagraph 2 and subparagraph 4, a copy of the subcontractor(s)' verified statement(s) and the Contractor's verified statement must be submitted to the Owner with the Contractor's final payment request. At the same time, the

original of the subcontractor(s)' verified statement(s) and the Contractor's verified statement must be sent to the Owner. Failure to obtain and provide the required verified statements will delay the Contractor's final payment.

8. The term "subcontractor" applies to both the subcontractor of the Contractor and subcontractors of a subcontractor.

SC-20.03 Compliance with New York State Public Works Labor Laws

A. Contractor shall comply with the requirements of New York State Labor Article 8, et. seq.). These laws are summarized in the prevailing wage insert in this Project Manual.

SC-20.04 NYS Public Works Labor Laws Web Page

A. Additional information can be found at the NYS Department of Labor Web pages pertaining to Public Work:

https://www.labor.ny.gov/workerprotection/publicwork/pwcontents.shtm

SC-20.06, New York State EFC Bid Packet

A. The Contractor shall conform to the requirements set forth in the New York State Environmental Facilities Corporation Program Requirements and Bid Packet for Construction Contracts included in Section 00 73 90.

B. The Project's Funding Program is EFC Financing.

END OF SECTION

SECTION 00 73 46.10

NYS PREVAILING WAGE RATES

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Rotterdam

Garrett Paquette
10 Airline Dr
Suite 200
Albany NY 12205

Schedule Year	2024 through 2025
Date Requested	08/15/2024
PRC#	2024010408

Location	Welfield
Project ID#	904.043.002
Project Type	Site clearing, installation of fill material, and grading to prepare for Well #6 to be drilled (under separate contract) and Wellhouse #6 to be constructed (under separate contract).

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment.Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Rotterdam

Garrett Paquette
10 Airline Dr
Suite 200
Albany NY 12205

Schedule Year 2024 through 2025
Date Requested 08/15/2024
PRC# 2024010408

Location Welfield
Project ID# 904.043.002
Project Type Site clearing, installation of fill material, and grading to prepare for Well #6 to be drilled (under separate contract) and Wellhouse #6 to be constructed (under separate contract).

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.ny.gov* or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

NEW YORK STATE OF OPPORTUNITY. Department of Labor

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor**, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

• **Civil Penalty**	First offense: Up to $2,500 per employee Subsequent offense(s): Up to $5,000 per employee
• **Criminal Penalty**	First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year. Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

WE ARE YOUR DOL

NEW YORK STATE Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: https://dol.ny.gov/bureau-public-work

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is $3 million in Bronx, Kings, New York, Queens and, Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirement s on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Schenectady County General Construction

Boilermaker — 08/01/2024

JOB DESCRIPTION Boilermaker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

WAGES
Per hour

	07/01/2024
Boilermaker	$ 40.84

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$26.51
	+ 1.49*

(*) This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES
Wages per hour
(1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
19.71	19.71	20.69	21.64	22.62	23.60	24.57	25.53
+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**	+1.49**

(**) This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

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Carpenter - Building — 08/01/2024

JOB DESCRIPTION Carpenter - Building **DISTRICT** 2

ENTIRE COUNTIES
Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour:	07/01/2024	07/01/2025 Additional
Carpenter	$ 35.64	$ 1.25*
Floor Coverer	35.64	1.25*
Carpet Layer	35.64	1.25*
Dry-Wall	35.64	1.25*
Diver-Wet Day	61.25	0.00
Diver-Dry Day	36.64	1.25*
Diver Tender	36.64	1.25*

*To be allocated at a later date

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Drivers/Dock Builders shall receive $0.25 per hour over the journeyworker's rate of pay when performing piledriving/dock building work.

- Certified welders shall receive $1.00 per hour over the journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus $1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  0' to 80' no additional fee
  81' to 100' additional $.50 per foot
  101' to 150' additional $0.75 per foot
  151' and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51' to 100' additional $.75 per foot
  101' and deeper additional $1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK
On Agency/Owner mandated shift work, the following rates will be applicable:
1st Shift - Regular Rate
2nd Shift - Premium of 7% of base wage per hour
3rd Shift - Premium of 14% of base wage per hour
Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 24.33

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES
Wages per hour (1300 hour terms at the following percentage of Journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

$ 12.15	$ 12.15	$ 14.75	$ 14.75

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Driving/Dock Builder apprentices shall receive an additional $0.25 per hour worked when performing piledriving/dock building work.
- Certified Welders shall receive $1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus $1.50 per hour.

2-291B-Alb

Carpenter - Building / Heavy&Highway 08/01/2024

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES
Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour:	07/01/2024
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	$ 36.48

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 26.55

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES
Wages per hour (1300 hour terms at the following percentage of Journeyworker's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

$18.58	$19.14	$21.24	$21.79

2-42AtSS

Carpenter - Heavy&Highway **08/01/2024**

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour	07/01/2024
Carpenter	$ 44.28
Piledriver	44.28
Diver-Wet Day	69.28
Diver-Dry Day	45.28
Diver-Tender	45.28

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $2.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51'to 100' additional $.50 per foot
  101'to 150' additional $0.75 per foot
  151'and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51' to 100' additional $.75 per foot
  101' and deeper additional $1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK

When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional $3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 24.79

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.
- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES
CAPRENTER APPRENTICES
Wages per hour (1040 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%

Supplemental Benefits per hour:

$ 18.27	$ 18.84	$ 20.90	$ 21.46	$ 22.02

PILEDRIVER/DOCKBUILDER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyworker's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

$ 18.27	$ 18.84	$ 20.90	$ 21.46

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $2.50 per hour.

2-291HH-Alb

Electrician — 08/01/2024

JOB DESCRIPTION Electrician **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Greene: Portion of the County North of a line following the South limits of the City of Catskill in a westerly direction from the Hudson River to State Highway 23A. Then continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County.
Otsego: Only the Towns of Decatur and Worchester

WAGES
Per hour

	07/01/2024
Electrician	$ 48.00
Audio/Sound	48.00
Video	48.00
Tele-Data	48.00
Solar/ Photovoltaic	48.00

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.
An additional 10% above rate on towers & smokestacks over 100' high.
An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.
An additional 5% above rate when Journeymen are required to work as Lead (Pb) cable splicers.
An additional 10% above rate when Journeymen Welders are required to have ASME verification.

SHIFT WORK
For Projects Bid on or Prior to 05/31/2019
NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST A FIVE (5) DAY DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 10%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 15%

For Projects Bid on or After 06/01/2019

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 17.3%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 31.4%

For Projects Bid on or After 09/01/2019
NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS OF AT LEAST A FIVE (5) DAY DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 17.3%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 31.4%

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 30.65
	+3% of wage

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

REGISTERED APPRENTICES
Wages per hour

Terms at the following percentage of Journeyworker's wage.

0-6mo	6-12mo	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.
An additional 10% above rate on towers & smoke stacks over 100' high.
An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Supplemental Benefits per hour worked

0-12 month term	$ 15.32**
2nd year term	24.93**
3rd year term	26.07**
4th year term	27.22**
5th year term	28.36**

(**) Plus additional 3% of wage

1-236

Elevator Constructor — 08/01/2024

JOB DESCRIPTION Elevator Constructor **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

WAGES
Per hour

	07/01/2024	01/01/2025
Mechanic	$ 55.32	$ 57.73
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

SUPPLEMENTAL BENEFITS
Per hour

	07/01/2024	01/01/2025
Journeyworker/Helper	$ 37.885*	$ 38.435*

(*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50%	55 %	65 %	70 %	80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

1-35

Glazier 08/01/2024

JOB DESCRIPTION Glazier **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2024	01/01/2025	05/01/2025 Additional	07/01/2025 Additional
Glazier Base Wage	$ 33.01	$ 33.01	+ 1.80	

Plus additional $4.10 per hour for all hours worked, not subject to overtime/premium

	07/01/2024	01/01/2025 Additional	
High Work Base Wage***	$ 35.35	$ 2.00	+ 4.00

Plus additional $4.10 per hour for all hours worked, not subject to overtime/premium

(***)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

SHIFT WORK
THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT WORK OR SINGLE IRREGULAR SHIFTS STARTING BETWEEN THE HOURS LISTED BELOW:

4:00pm to 6:30am: ADDITIONAL 12.5% TO APPLICABLE WAGE RATE AND SUPPLEMENTAL BENEFIT

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 23.55
Journeyworker High Work	$ 29.57

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE
Premium is applied to the respective base wage only.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

REGISTERED APPRENTICES
Wages per hour

Apprentice Glazier 1500 hr. terms at the following percentage of Journeyworkers base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional $4.10 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work 1500 hr. terms at the following percentage of Journeyworkers Hi-Work base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional $4.10 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice	
1st term	$ 19.88
2nd-4th term	23.55
Apprentice High Work	
1st term	23.72
2nd-4th term	29.57

1-201

Insulator - Heat & Frost — 08/01/2024

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

Wages per hour	07/01/2024
Asbestos Worker*	$ 40.46
Insulator*	40.46
Firestopping Worker*	34.40

(*) On Mechanical Systems only.

SHIFT WORK
On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 26.86

OVERTIME PAY
See (*B1, **Q) on OVERTIME PAGE
*B1=Double time begins after 10 hours on Saturday
**Q=Triple time on Labor Day if worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When a holiday falls on Sunday the following Monday shall be observed as the holiday.

REGISTERED APPRENTICES
Wages per hour

one year terms at the following percentage of Journeyperson's wage.

1st	2nd	3rd	4th
60 %	70 %	80 %	90 %

Supplemental Benefits per hour worked:

Apprentices	$ 26.86

1-40

Ironworker — 08/01/2024

JOB DESCRIPTION Ironworker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.
Hamilton: Only the Townships of Hope, Benson and Wells.
Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.
Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES

Wages Per hour	07/01/2024	01/01/2025
Ornamental	$ 38.50	$ 39.50
Reinforcing	38.50	39.50
Rodman	38.50	39.50
Structural & Precast	38.50	39.50
Mover/Rigger	38.50	39.50
Fence Erector	38.50	39.50
Stone Derrickman	38.50	39.50
Sheeter	38.75	39.75
Curtain Wall Installer	38.50	39.50
Metal Window Installer	38.50	39.50

SHIFT WORK
THE FOLLOWING RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS:

Shift Starting	4:30 PM to 12:00 AM	REGULAR RATE PLUS 10%

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTWORK:

1st Shift	6:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	2:00 PM to 7:00 PM	REGULAR RATE PLUS 10%
3rd Shift	7:00 PM to 12:00 AM	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour	
JOURNEYWORKER	$ 30.64	$ 31.64

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday. Any holiday which occurs on Saturday shall be observed on the preceding Friday.

REGISTERED APPRENTICES
Wages per hour
ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2024
1st year	$ 23.50
2nd year	25.50
3rd year	27.50
4th year	29.50

Supplemental Benefits per hour worked	
1st year	$ 10.78
2nd year	22.87
3rd year	24.58
4th year	24.88

1-12

Laborer - Building **08/01/2024**

JOB DESCRIPTION Laborer - Building **DISTRICT** 1

ENTIRE COUNTIES
Schenectady, Schoharie

PARTIAL COUNTIES
Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown,Broadalbin and Perth.
Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.
Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau,South Glens Falls, Providence, Greenfield, Wilton, Galway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.

WAGES
Per hour

	07/01/2024
Group #1: All Classifications except as noted in Groups 2 & 3	$ 38.55
Group #2: Blaster, Drilling equipment only where a separate air compressor unit supplies power, Metal formsetter (sidewalk), Well pointing & Laser operator	$ 39.05
Group #3: Handling of Asbestos or Toxic Materials	$ 39.90

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 23.95

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour
1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

	07/01/2024
Apprentices	$ 23.95

1-157

Laborer - Heavy&Highway **08/01/2024**

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Schenectady, Schoharie

PARTIAL COUNTIES
Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown,Broadalbin and Perth.
Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.
Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau,South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park

WAGES
GROUP # A:
Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B:
Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers, Tools Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:
Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Paver/Raker and Powderman.

GROUP # D:
Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

GROUP # E:
Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour	07/01/2024
Group # A	$ 41.43
Group # B	41.63
Group # C	41.83
Group # D	42.03
Group # E	43.93

SHIFT WORK
All employees who work a single irregular workday that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional $5.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 27.91

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Monday Holiday is worked it will be paid at double time plus the Holiday pay. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay. If the Saturday Holiday is worked it will be paid at double time plus the Holiday pay

REGISTERED APPRENTICES
Wages per hour

1000 HOUR TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S BASE WAGE

1ST	2ND	3RD	4TH
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

	07/01/2024
Apprentices	$ 27.91

1-157h/h

Laborer - Tunnel — 08/01/2024

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 1

ENTIRE COUNTIES
Albany, Fulton, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

WAGES
Class 1: All support laborers/sandhogs working above the shaft or tunnel

Class 2: All laborers/sandhogs working in the shaft or tunnel

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

Per Hour

	07/01/2024

Class 1	$ 47.20
Class 2	49.20
Class 4	51.45
Class 5	43.45

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional $ 3.00 an hour.

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 29.15

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and Location where the work is to be performed.

1-190/157T

Lineman Electrician — 08/01/2024

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.
Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour:	07/01/2024
Group A:	
Lineman, Technician	$ 58.90
Crane, Crawler Backhoe	58.90
Welder, Cable Splicer	58.90
Group B:	
Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07

Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:	
Lineman, Technician	$ 58.90
Crane, Crawler Backhoe	58.90
Cable Splicer	64.79
Certified Welder, Pipe Type Cable	61.85
Group B:	
Digging Mach. Operator	53.01
Tractor Trailer Driver	50.07
Groundman, Truck Driver	47.12
Equipment Mechanic	47.12
Flagman	35.34

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	$ 60.22
Crane, Crawler Backhoe	60.22
Cable Splicer	66.24
Certified Welder, Pipe Type Cable	63.23
Group B:	
Digging Mach. Operator	54.20
Tractor Trailer Driver	51.19
Groundman, Truck Driver	48.18
Equipment Mechanic	48.18
Flagman	36.13

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:	
Lineman, Tech, Welder	$ 61.41
Crane, Crawler Backhoe	61.41
Group B:	
Digging Mach. Operator	55.27
Tractor Trailer Driver	52.20
Groundman, Truck Driver	49.13
Equipment Mechanic	49.13
Flagman	36.85

Additional $1.00 per hour for entire crew when a helicopter is used.

SHIFT WORK

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2024
Group A	$ 30.90 *plus 7% of the hourly wage paid
Group B	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2024
$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

Lineman Electrician - Teledata — 08/01/2024

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2024	01/01/2025
Cable Splicer	$ 39.24	$ 40.81
Installer, Repairman	$ 37.24	$ 38.73
Teledata Lineman	$ 37.24	$ 38.73
Tech., Equip. Operator	$ 37.24	$ 38.73
Groundman	$ 19.74	$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

SHIFT WORK
THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2024	01/01/2025
Journeyworker	$ 5.70 *plus 3% of the hour wage paid	$ 5.70 *plus 3% of the hour wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting — 08/01/2024

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.
Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

Per hour:	07/01/2024
Group A:	
Lineman, Technician	$ 50.54
Crane, Crawler Backhoe	50.54
Certified Welder	53.07
Group B:	
Digging Machine	45.49
Tractor Trailer Driver	42.96
Groundman, Truck Driver	40.43
Equipment Mechanic	40.43
Flagman	30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

SHIFT WORK
THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	REGULAR RATE PLUS 31.4%

SUPPLEMENTAL BENEFITS
Per hour worked:

	07/01/2024
Group A	$ 30.90 *plus 7% of the hourly wage paid
Group B	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2024
$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a-LT

Lineman Electrician - Tree Trimmer — 08/01/2024

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour: 07/01/2024

Tree Trimmer	$ 31.44
Equipment Operator	27.80
Equipment Mechanic	27.80
Truck Driver	23.15
Groundman	19.07
Flag person	15.00*

*NOTE-Rate effective on 01/01/2025 - $15.50 due to minimum wage increase.

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2024
Journeyworker	$ 10.48 *plus 4.5% of the hourly wage paid

* The 4.5% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building — 08/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour 07/01/2024

Tile/Marble/Terrazzo

Setter	$ 37.71
Finisher	29.38

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman Setter	$ 21.83
Journeyman Finisher	18.87

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

Finisher:

1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked

	07/01/2024
Setter:	
1st term 0-500 hrs	$ 12.98
2nd term 501-1500 hrs	12.98
3rd term 1501-2500 hrs	17.40
4th term 2501-3500 hrs	17.40
5th term 3501-4500 hrs	19.61
6th term 4501-6000 hrs	21.83
Finisher:	
1st term 0-500 hrs	$ 12.22
2nd term 501-1500 hrs	12.22
3rd term 1501-2500 hrs	15.54
4th term 2501-3700 hrs	15.54

12-2TS.1

Mason - Building — 08/01/2024

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Lake George, Lake Luzerne,Queensbury, Stony Creek, Thurman & Warrensburg.

WAGES

Per hour	07/01/2024
Bricklayer	$ 41.04
Cement Mason(Bldg)	41.04
Plasterer/Fireproofing*	41.04
Pointer/Caulker/Cleaner	41.04
Stone Mason	41.04
Acid Brick	41.04

(*)Fireproofing of Structural only.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 23.58

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour

750 hour terms at the following percentage of Journey's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

All Terms	$ 23.58

12-2b.1

Mason - Heavy&Highway — 08/01/2024

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES
Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES
Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES
Per hour

	07/01/2024
Mason & Bricklayer	$ 42.26

Additional $1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 22.43

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
.

REGISTERED APPRENTICES
Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0 to 500 Hours	$ 13.68
All Other	22.43

12-2hh.1

Millwright **08/01/2024**

JOB DESCRIPTION Millwright **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2024	07/01/2025 Additional
Millwright - Power Generation	$ 45.00	$2.50*

* To be allocated at a later date.

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional $1.75 per hour provided they are directed to perform Certified Welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional $1.50 per hour.
- An employee performing the work of a machinist shall receive an additional $2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker	$ 27.95*

*NOTE: Subject to OT premium

OVERTIME PAY
See (B, E, E2, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.89
Appr. 2nd year	23.14
Appr. 3rd year	24.74
Appr. 4th year	26.35

6-1163Power

Millwright 08/01/2024

JOB DESCRIPTION Millwright **DISTRICT** 2

ENTIRE COUNTIES
Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour:	07/01/2024	07/01/2025 Additional
Building	$ 39.00	$ 2.50*
Heavy & Highway	42.50	2.50*

*To be allocated at a later date

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive $1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a $1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional $2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive $2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 27.25

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
Wages per hour:

(1)year terms at the following percentage of Journeyworker's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:

1st term	$ 11.89
2nd term	22.64
3rd term	24.18
4th term	25.71

2-1163.1

Operating Engineer - Building 08/01/2024

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES
NOTE:
-- In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
-- If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A1*: All cranes that require A NYS crane license, tower cranes**(including self erecting), hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

CLASS A:
Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill, Profiler/Milling machine.

CLASS B:
Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacum machine (mounted or towed).

CLASS C:
Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

WAGES per hour

	07/01/2024	07/01/2025
Class A1*	$ 53.11	$ 55.42
Class A	52.62	54.93
Class B	51.60	53.91

Class C	48.70	51.01

(*) TONNAGE RATING PREMIUMS:
Note: Additional value subject to same premiums as shown for OT
All cranes 1000 tons and over, A1 rate plus $7.00
All cranes 800-999 tons, A1 rate plus $6.00
All cranes 600-799 tons, A1 rate plus $5.00
All cranes 400-599 tons, A1 rate plus $4.00
All cranes 200-399 tons, A1 rate plus $3.00
All cranes 111-199 tons, A1 rate plus $2.25
All cranes 110 tons and under, A1 rate only

(**)Additional $0.50 per hr on A1 rate for Tower Cranes (no tonnage premiums apply)
Additional $2.50 per hr over B rate for Nuclear Leader work.
Additional $2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS
Per hour

	07/01/2024	07/01/2025
Journeyworker	$ 32.40	$ 33.50

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.
NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

REGISTERED APPRENTICES
Wages per hour

1000 hours terms at the following percentage of Journeyworker's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2024	07/01/2025
All terms	$ 27.70	$ 28.80

1-158 Alb

Operating Engineer - Heavy&Highway — 08/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES
Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES
NOTE:
--- In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
--- If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASSIFICATION A1*: All Cranes that require a NYS Crane License; tower cranes(including self erecting)**, hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks, cherry pickers, overhead cranes (gantry or saddle type), truck cranes

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Blacktop Roller, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, PB-4 and similar type, Power Grader, Profiler/Milling Machine (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:
Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (Non-Automated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(Non-Automated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, Hi Pressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler/Milling Machine (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:
A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

WAGES per hour

	07/01/2024	07/01/2025
Class A1*	$ 57.01	$ 58.91
Class A	54.90	57.30
Class B	53.99	56.39
Class C	51.42	53.82

(*) TONNAGE RATING PREMIUMS:
Cranes over 1000 tons, A1 rate plus $7.00
Cranes from 800-999 tons, A1 rate plus $6.00
Cranes from 600-799 tons, A1 rate plus $5.00
Cranes from 400-599 tons, A1 rate plus $4.00
Cranes from 200-399 tons, A1 rate plus $3.00
Cranes from 111-199 tons, A1 rate plus $2.00
Cranes from 65-110 tons, A1 rate plus $1.50
Cranes from 0-64 Tons, A1 rate only
NOTE: Additional value subject to same premiums as shown for OT

(**) Tower Cranes, A1 rate plus $3.00 (no tonnage premiums apply)
-- Cranes in Luffer Configuration, A1 rate plus $5.00
-- Cranes with external ballast (tray or wagon), A1 rate plus $5.00
NOTE: Additional value subject to same premiums as shown for OT

Additional $2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

SHIFT WORK
Additional $2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS
Per hour

	07/01/2024	07/01/2025
Journeyworker	$ 32.60	$ 33.70

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

REGISTERED APPRENTICES
Wages per hour

1000 hours terms at the following percentage of Journeyworker's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2024	07/01/2025
All Terms	$ 27.45	$ 28.30

1-158H/H Alb

Operating Engineer - Survey Crew — 08/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 12

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to Building, Tunnel and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

	07/01/2024
Party Chief	$ 50,65
Instrument Person	46.54
Rod Person	34.55
Additional $3.00/hr. for Tunnel Work	
Additional $2.50/hr. for Hazardous Work Site	

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 29.75

OVERTIME PAY
See (B, E, P, *X) on OVERTIME PAGE
*Note: $25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

	07/01/2024
0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	$ 21.53 / PHP $18.45
1001-2000	24.55 / " 20.45
2001-3000	27.58/ " 22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer — 08/01/2024

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 12

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

	07/01/2024
Party Chief	$ 50.65
Instrument Person	46.54
Rod Person	34.55

Additional $3.00/hr. for Tunnel Work.
Additional $2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 29.75

OVERTIME PAY
See (B, E, Q, *X) on OVERTIME PAGE
*Note: $25.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

	07/01/2024
0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	$ 21.53 / PHP $18.45

1001-2000	$ 24.55 /	"	20.45
2001-3000	$ 26.98 /	"	22.93

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel — 08/01/2024

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT** 7

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES
CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour:	07/01/2024	07/01/2025
CLASS A	$ 55.91	$ 58.44
CLASS B	54.69	57.22
CLASS C	51.90	54.43
CLASS D	48.89	51.42

Additional $5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

CRANES:
Crane 1: All cranes, including self-erecting.
Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	$ 59.91	$ 62.44
Crane 2	58.91	61.44
Crane 3	57.91	60.44

SUPPLEMENTAL BENEFITS
Per hour:

$ 25.05	$ 25.90
+ 9.85*	+ 10.10*

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
WAGES:(1000) hours terms at the following percentage of Journeyworker's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker

7-158-832TL.

Painter 08/01/2024

JOB DESCRIPTION Painter **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2024
Painter\Wallcovers	$ 32.03**
Drywall Finishers	32.03**
Spray Rate	32.03**
Structural Steel*	33.03**
Lead Abatement	33.03**
Lead Abatement on Structural Steel	34.03**

(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.
(**) Plus Additional $1.25 per hour not subject to Overtime/Premiums

Bridge Painter
See Bridge Painter rates for the following work:
All Bridges and Tanks

SHIFT WORK
THE FOLLOWING ADDITIONAL HOURLY RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

2:30 PM to 6:00 AM	PLUS $1.00 to the applicable rate, and this is not subject to overtime

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 20.51

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour

1000 hour terms at the following percentage of Journeyworker's base wage
Apprentice rate is calculated on the rate before the $1.25 is added, then add the $1.25

1st	2nd	3rd	4th	5th	6th
$15	50%	60%	70%	80%	90%

Supplemental Benefits per hour

All Terms $ 20.51

1-201-P

Painter - Bridge & Structural Steel 08/01/2024

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour:
STEEL:
Bridge Painting: 07/01/2024
$ 56.00
+ 10.35*

ADDITIONAL $7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK
When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:
$ 12.43
+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage - Per hour:
Apprentices: (1) year terms.

1st year $ 22.40
+ 4.14

2nd year	$ 33.60
	+ 6.21
3rd year	$ 44.80
	+ 8.28

Supplemental Benefits - Per hour:

1st year	$ 1.16
	+ 12.62
2nd year	$ 7.46
	+ 18.93
3rd year	$ 9.94
	+ 25.24

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping — 08/01/2024

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

ENTIRE COUNTIES
Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

Painter (Striping-Highway):	07/01/2024	04/01/2025	04/01/2026
Striping-Machine Operator*	$ 34.12	$ 35.49	$ 36.93
Linerman Thermoplastic	41.12	42.74	44.44

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

SHIFT WORK
When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker:

Striping Machine Operator:	$23.65	$ 24.30	$ 24.95
Linerman Thermoplastic:	23.65	24.30	24.95

OVERTIME PAY
See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rates:

1st Term:	$ 16.00	$ 16.00	$ 16.00
2nd Term:	20.47	21.29	22.16
3rd Term:	27.30	28.39	29.54

Supplemental Benefits per hour:

All terms:	$ 23.65	$ 24.30	$ 24.95

8-1456-LS

Painter - Metal Polisher — 08/01/2024

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2024
Metal Polisher	$ 39.33
Metal Polisher*	40.43
Metal Polisher**	43.33

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2024

Journeyworker:
All classification $ 12.79

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2024
1st year	$ 19.67
2nd year	21.63
3rd year	23.60
1st year*	$ 22.06
2nd year*	22.07
3rd year*	24.14
1st year**	$ 22.17
2nd year**	24.13
3rd year**	26.10

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plumber 08/01/2024

JOB DESCRIPTION Plumber **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

PARTIAL COUNTIES
Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.
Saratoga: Only the Towns of Charlton, Clifton Park, Galway,Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

WAGES
Per hour:

	07/01/2024
Plumber:	

Pipefitter, Steamfitter $ 53.06

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker $ 28.68

OVERTIME PAY
See (B1, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Whenever a Holiday falls on Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

REGISTERED APPRENTICES
Wages per hour
One year terms at the following wage rate.

1st	2nd	3rd	4th	5th
$ 24.43	$ 29.63	$ 34.84	$ 40.05	$ 47.85

Supplemental Benefits per hour:

All Terms $ 23.34

1-7-SF

Roofer 08/01/2024

JOB DESCRIPTION Roofer **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES
Per hour

	07/01/2024	07/01/2025 Additional
Roofer/Waterproofer	$ 37.05	$ 1.75*
Asphalt Cold Process	37.55	
Fluid Applied Roof	37.55	
Pitch & Asbestos	39.05	

(*) To be allocated at a later date

SHIFT WORK
Shift Work:
On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid $4.00 additional per hour

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker $ 23.52

OVERTIME PAY
See (B, E, J) on OVERTIME PAGE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional $2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional $0.50 must be paid in the wages.

1st Term 58% + $ 3.00
1500 hrs.

2nd Term	74% + $ 3.00
1 yr. and 1500 hrs. as 1st term.	
3rd Term	90%
1 yr. and 1500 hrs. as 2nd term.	

3rd Term complete at 1 yr and 1050 hrs. as 3rd term

Supplemental Benefits per hour worked

1st Term	$ 18.94
2nd Term	19.37
3rd Term	22.85

1-241

Sheetmetal Worker — 08/01/2024

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2024
Sheetmetal Worker	$ 40.52

All work requiring HAZWOPER Training additional $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 37.27

OVERTIME PAY
See (B,E,E5,Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES
Wages per hour

6 Month Terms at the following rate:

1st term	$ 22.71
2nd term	24.57
3rd term	25.49
4th term	26.42
5th term	25.12
6th term	26.34
7th term	28.36
8th term	30.39
9th term	32.42
10th term	34.44

Supplemental Benefits per hour

1st term	$ 23.21
2nd term	23.82
3rd term	24.13
4th term	24.58
5th term	31.59
6th term	32.04
7th term	32.79
8th term	33.56
9th term	34.32

10th term 35.07

1-83

Sprinkler Fitter 08/01/2024

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

ENTIRE COUNTIES
Albany, Rensselaer, Saratoga, Schenectady, Warren

WAGES

Per hour	07/01/2024
Sprinkler Fitter	$ 44.73

SUPPLEMENTAL BENEFITS

Per hour	
Journeyworker	$ 27.05

OVERTIME PAY
See (B, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 20.47	$ 22.74	$ 24.76	$ 27.04	$ 29.31	$ 31.59	$ 33.86	$ 36.13	$ 38.41	$ 40.68

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 9.18	$ 9.18	$ 20.90	$ 20.90	$ 21.15	$ 21.15	$ 21.15	$ 21.15	$ 21.15	$ 21.15

1-669-3

Teamster - Building 08/01/2024

JOB DESCRIPTION Teamster - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Warrensburg, Thurman,Stony Creek, Lake George, Lake Luzerne and Queensbury.

WAGES
GROUP # A:
Straight trucks, winch, transit mix on the site, road oilers,
dump trucks, pick-ups, panel, water trucks, fuel trucks on the site
(including nozzle).

GROUP # B:
Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2024	07/01/2025
Group A	$ 32.13	$ 33.65
Group B	32.43	33.95

SUPPLEMENTAL BENEFITS

Per hour	07/01/2024	07/01/2025
Journeyworker	$ 29.58	$ 30.56

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294

Teamster - Heavy&Highway 08/01/2024

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.
Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES
GROUP #1:
Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:
Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:
Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:
Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:
Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2024
Group #1	$ 39.75
Group #2	39.81
Group #3	39.90
Group #4	40.03
Group #5	40.19

Hazardous waste projects that require a Level C or greater protection shall be paid an additional $ 1.00 per hour.

SHIFT WORK
All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional $1.50 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

$ 28.97
+$1.00 per*
hour worked

(*) not applicable to paid holidays

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

1-294h/h

Welder 08/01/2024

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour 07/01/2024

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays

(U) Four times the hourly rate for Holidays

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

(X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone Fax

E-Mail:

2. NY State Units (see Item 5).

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 1O Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.
APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

_____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Fuel Delivery
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 08/09/2024

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL		B&L RENOVATION CO.		618 OCEAN PARKWAY APT A6BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTION	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028

NYSDOL Bureau of Public Work Debarment List 08/09/2024

Article 8

DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027

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DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

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DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KRIN HEINEMANN		2345 ROUTE 52, SUITE 2N HOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	11/07/2023	11/07/2028
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAQSOOD AHMAD		618 OCEAN PKWY BROOKLYN NY 11230	09/17/2020	09/17/2025
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028

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DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NELCO CONTRACTING, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PATRICK PENNACCHIO		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

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DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026

NYSDOL Bureau of Public Work Debarment List 08/09/2024

Article 8

DOL	DOL		WILLIAM SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

SECTION 00 73 46.20

DAVIS-BACON WAGE RATES

"General Decision Number: NY20240002 12/20/2024

Superseded General Decision Number: NY20230002

State: New York

Construction Types: Building, Heavy and Highway

Counties: Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie and Washington Counties in New York.

BUILDING CONSTRUCTION PROJECTS (For all counties except COLUMBIA, FULTON, GREENE & MONTGOMERY) (does not include single family homes and apartments up to a including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	03/08/2024
2	04/05/2024
3	07/05/2024
4	07/12/2024
5	08/23/2024
6	08/30/2024
7	09/06/2024
8	09/27/2024
9	11/01/2024
10	12/13/2024
11	12/20/2024

ASBE0040-002 05/01/2024

	Rates	Fringes
Asbestos/Insulator Worker SCOPE OF WORK: includes application of all insulating materials, protective, coverings, coating and finishing to all types of mechanical systems	$ 40.46	26.86
HAZARDOUS MATERIAL HANDLER Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of all insulation materials, whether they contain asbestos or not from mechancial systems	$ 38.40	24.42

BOIL0197-002 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 38.59	26.00

BRNY0002-019 07/01/2024

	Rates	Fringes
BRICKLAYER BRICKLAYERS, STONE MASONS, CEMENT MASONS, PLASTERERS, POINTERS, CAULKERS & CLEANERS	$ 36.19	20.48
HEAVY & HIGHWAY CONSTRUCTION CEMENT MASONS	$ 37.23	19.51
MARBLE, TILE & TERRAZZO FINISHERS	$ 29.38	19.16
MARBLE, TILE & TERRAZZO WORKERS	$ 34.66	19.58

CARP0279-006 07/01/2024

	Rates	Fringes

Carpenters:
HEAVY AND HIGHWAY
CONSTRUCTION (COLUMBIA AND
GREENE COUNTIES)
Carpenters, Millwrights,
Pile Drivers.....$ 43.50 30.22

CARP0291-005 07/01/2024

	Rates	Fringes
Carpenters:		
SARATOGA COUNTY		
BUILDING	$ 35.64	24.00
WASHINGTON COUNTY		
BUILDING	$ 30.68	23.01

PAID HOLIDAYS: Labor Day, provided the employee has been on the payroll the calender week or any of the holiday week preceding the holiday and works the day after the holiday.

CARP0291-008 07/01/2024

ALBANY, FULTON, MONTGOMERY, RENSSELAER, SCHENECTADY AND SCHOHARIE COUNTIES

	Rates	Fringes
Carpenters:		
BUILDING CONSTRUCTION (Excluding Montgomery County)		
Carpenters & Soft Floor Layers	$ 35.64	24.00
Piledriver	$ 31.68	20.60
HEAVY & HIGHWAY CONSTRUCTION		
Carpenters	$ 44.28	24.50

CARP0291-010 07/01/2024

	Rates	Fringes
Carpenters:		
CARPENTERS	$ 44.28	24.50
DIVER TENDERS	$ 34.02	21.10
DIVERS (Dry Day)	$ 45.28	24.50
DIVERS	$ 69.28	24.50
PILEDRIVERS	$ 33.02	21.10

ELEC0236-001 06/01/2024

ALBANY; COLUMBIA; FULTON; GREENE (that portion North of a line following the south limits of the city of Catskill); MONTGOMERY; RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE; WASHINGTON

	Rates	Fringes
ELECTRICIAN	$ 48.00	32.09

ELEC0363-004 04/01/2023

GREENE COUNTY (Portion of)

	Rates	Fringes
ELECTRICIAN	$ 45.50	3%+37.67+a

FOOTNOTE:
a. Paid Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

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ELEC1249-003 05/01/2023

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)		
Flagman	$ 29.59	7%+35.40
Groundman (Truck Driver)	$ 39.46	7%+35.40
Groundman Truck Driver (tractor trailer unit)	$ 41.92	7%+35.40
Lineman & Technician	$ 49.32	7%+35.40
Mechanic	$ 39.46	7%+35.40

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-004 05/01/2023

	Rates	Fringes
ELECTRICIAN (Line Construction) Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman	$ 34.44	7%+35.40

Groundman digging machine operator.....$ 51.66 7%+35.40
Groundman truck driver (tractor trailer unit).....$ 48.79 7%+35.40
Groundman Truck driver.....$ 45.92 7%+35.40
Lineman and Technician.....$ 57.40 7%+38.40
Mechanic.....$ 45.92 7%+35.40
Substation:
Cable Splicer.....$ 63.14 7%+38.40
Flagman.....$ 34.44 7%+35.40
Ground man truck driver....$ 45.92 7%+35.40
Groundman digging machine operator.....$ 51.66 7%+35.40
Groundman truck driver (tractor trailer unit).....$ 48.79 7%+35.40
Lineman & Technician.....$ 57.40 7%+38.40
Mechanic.....$ 45.92 7%+35.40
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation
Cable Splicer.....$ 64.59 7%+38.40
Flagman.....$ 35.23 7%+35.40
Groundman Digging Machine Operator.....$ 52.85 7%+35.40
Groundman Truck Driver (tractor-trailer unit).....$ 49.91 7%+35.40
Groundman Truck Driver.....$ 46.98 7%+35.40
Lineman & Technician.....$ 58.72 7%+38.40
Mechanic.....$ 46.98 7%+35.40

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-007 05/01/2023

COLUMBIA COUNTY

	Rates	Fringes
ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY		

AND ALL FIBER OPTIC CABLE
NECESSARY FOR THE TRAFFIC
SIGNAL SYSTEMS, TRAFFIC
MONITORING SYSTEMS AND ROAD
WEATHER INFORMATION SYSTEMS)

Flagman	$ 30.36	7%+35.40
Groundman Digging Machine Operator	$ 45.54	7%+35.40
Groundman Truck Driver (Tractor-trailer unit)	$ 43.01	7%+35.40
Groundman Truck Driver	$ 40.48	7%+35.40
Lineman and Technician	$ 50.60	7%+38.40
Mechanic	$ 40.48	7%+35.40

PAID HOLIDAYS:
a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-008 01/01/2024

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer	$ 39.24	3%+5.70
Groundman	$ 19.74	3%+5.70
Installer Repairman-Teledata		
Lineman/Technician-Equipment Operator	$ 37.24	3%+5.70
Tree Trimmer	$ 31.45	3%+10.48

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ELEV0035-001 01/01/2024

ALBANY; COLUMBIA (Towns of Claverack, Hillsdale, Ghent, Stockport, Austerlitz, Canaan, New Lebanon, Chatham, Kinderhook, Styvesant and Greenport); FULTON; GREENE (Towns of Durham, Greenville, New Baltimore, Coxcsackie and Athens); MONTGOMERY, RENSSELAER, SARATOGA, SCHENECTADY, SCHOHARIE AND WASHINGTON COUNTIES

	Rates	Fringes
Elevator Constructor	$ 55.32	37.885+a+b

FOOTNOTE:
a.Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday

after Thanksgiving Day; and Christmas Day.

ELEV0138-004 01/01/2024

COLUMBIA COUNTY (THE TOWNS OF ANCRAM, CLERMONT, COPAKE, GALLATIN, GERMANTOWN, LIVINGSTON, AND TAGHKANIC); GREEN COUNTY (THE TOWNS OF HUNTER AND CATSKILL)

	Rates	Fringes
ELEVATOR MECHANIC	$ 70.15	37.885+a+b

FOOTNOTE:
a.Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0158-008 07/01/2024

BUILDING

EXCLUDING MONTGOMERY COUNTY

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP A(1)	$ 53.11	32.58
GROUP A	$ 52.62	32.58
1	$ 49.06	30.74
2	$ 50.06	30.74
GROUP B	$ 51.60	32.58
GROUP C	$ 48.70	32.58

Hazardous work - Anytime Operating Engineers are involved with level C or above, $2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (BUILDING):

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom truck (over 5 tons)

GROUP A(1): Crane Premiums:
1 over 150'- $1.00
2 over 200'- $2.00

GROUP A: Shovel, All Excavators (including rubber tire full swing), gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, Belcrete system, automated asphalt concrete plant and tractor road paver, boom truck (5 tons and under), maintenance engineer, self contained crawler, drill-hydraulic rock drill.

GROUP B: Backhoe, (rubber-tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller

GROUP C: Fork lift, high lift, lull, oiler, fireman and heavy- duty greaser, boilers, and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4"" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps

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ENGI0158-026 07/01/2024

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 54.90	32.45
GROUP 2	$ 53.99	32.45
GROUP 3	$ 51.42	32.45
GROUP 4	$ 60.90	32.45
GROUP 5	$ 59.40	32.45
GROUP 6	$ 57.90	32.45
GROUP 7	$ 57.01	32.45

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY & HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom,

Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

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IRON0012-011 07/01/2024

ALBANY; COLUMBIA; FULTON (Albin, Bleecker, Broad, Johnstown, Mayfield, Northampton and Perth); GREENE, MONTGOMERY

(Amsterdam, Charleston, Florida, Glen, Mohawk and Root);
RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE; and WASHINGTON
COUNTIES:

	Rates	Fringes
Ironworkers:		
Sheeter, Bucker-up	$ 38.75	25.48
Sheeter	$ 38.75	25.48
Structural, Ornamental, Rodman, Machinery Mover, Rigger, Fence Erector, Reinforcing, Stone Derrickmen	$ 38.50	25.48

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* IRON0440-007 07/01/2024

FULTON (Twps. of Caroga, Ephratah, Oppenheim, Stratford);
MONTGOMERY (Twps of Canajoharie, Minden, Palatine, St.
Johnsville):

	Rates	Fringes
IRONWORKER		
Structural, Ornamental, Rodman, Machinery Mover, Rigger, Fence Erector, Reinforcement, and Stone Derrickman	$ 33.50	32.03

LABO0017-001 07/01/2019

COLUMBIA COUNTY (Twps of Greenport, Claverack, Clermont,
Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake,
Ancram, Philmont and the City of Hudson)

	Rates	Fringes
LABORER		
COLUMBIA COUNTY (Townships of Greenport, Claverack, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont, and the City of Hudson) (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work) HEAVY & HIGHWAY		
GROUP 1	$ 38.90	27.15+a
GROUP 2	$ 43.15	27.15+a
GREENE COUNTY (Township of Catskill) HEAVY & HIGHWAY:		
GROUP 1	$ 34.15	27.15+a
GROUP 2	$ 38.90	27.15+a
GROUP 3	$ 43.15	27.15+a
GROUP 4	$ 48.00	27.15+a
TUNNEL, SHAFT & CAISSON WORK		
GROUP 1	$ 48.05	29.50+a

For HEAVY & HIGHWAY CLASSIFICATIONS in COLUMBIA COUNTY
(Townships of Greenport, Claverack, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont and the City of Hudson)

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective equipment and clothing are not required

GROUP 2: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required

For HEAVY & HIGHWAY CLASSIFICATIONS in GREENE COUNTY
(Township of Catskill)

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Lincoln's Birthday, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day, provided the employee is an employee of the company prior to the scheduled holiday and reports to work the first day following the holiday unless prevented from doing so for legitimate reasons.

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk form setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipe lining and relining, wellpoints, conduit and duct layer, wire puller, rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone

pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and caustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, laser men. Ground man on milling machine

GROUP 3 Ingersoll Rand heavy duty crawler-master HCMZ, any drill using a 4"" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman

For TUNNEL, SHAFT & CAISSON WORK CLASSIFICATIONS

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powderman;
Miner and all machine men, Safety Miner, all shaft work, caisson work, drilling, blow pipe, all air tools, tugger, scaling, nipper gunniting from pot to nozzle, bit grinder, signal man (top and bottom), shield driven tunnel, mixed face and soft ground liner plate tunnel in free air

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LABO0035-001 07/01/2017

FULTON (TWPS OF CAROGA, EPHRATA, OPPENHEIM, AND STRAFORD); MONTGOMERY (TWPS OF CANAJOHARIE, MINDEN AND PALATINE, ROOT AND ST. JOHNSVILLE)

	Rates	Fringes
Laborers Building Construction		
Asbestos Removal	$ 24.00	20.64+a
Blasters, Form Setters, MotorBuggy Operator (Rider Type)	$ 23.00	20.64+a
Hazardous Waste Removal		
Hazardous waste removal includes wetting, stripping, removal, scrapping, vaccuuming,		

bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems	$ 24.00	20.64+a
HEAVY & HIGHWAY:		
GROUP 1:	$ 28.05	23.74+a
GROUP 2:	$ 28.25	23.74+a
GROUP 3:	$ 28.45	23.74+a
GROUP 4:	$ 28.65	23.74+a
Laborers	$ 22.50	20.64+a
Pipelayers, Motor Mixers, Motor Buggy Operator (Walk Behind) Power Lift (Walk Behind)	$ 22.65	20.64+a
Wagon Drill Operator	$ 22.90	20.64+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

GROUP 1: Common Laborers, Flagman, Outboard and Hand boats

GROUP 2: Bull Float, Chain Saw, Concrete aggregate bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jackhammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all steel mesh, Small generators for laborer's tools, Installation of bridge drainage, Pipelayers, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw Operator on asphalt paver, Water pump operator (1 1/2"" and single diaphragm), Nozzle (asphalt, gunnite, seeding and sand blasting), Laborers on chain link fence erection, Rock splitter and power unit, Pusher type concrete saw and all other gas, electric, oil, and air tool operators, Wrecking laborers

GROUP 3: All rock or drilling machine operators (except quarry master and similar type), Acetylene torch operators, and Asphalt paver, Powderman

GROUP 4: Blasterers, Form setters, Stone or Granite Curb setters

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LABO0157-001 07/01/2023

FULTON (Twps. of Bleeker, Mayfield, Northhampton, Johnstown, Broadalbin and Perth); MONTGOMERY (Twps. of Mohawk, Glen, Charleston, Amsterdam, and Florida); SARATOGA (Twps. of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Northcumberland, Galway, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park); SCHENECTADY and SCHOHARIE COUNTIES.

	Rates	Fringes
LABORER		
BUILDING:		
GROUP 1	$ 28.74	20.14+a
GROUP 2	$ 30.09	20.14+a
HEAVY & HIGHWAY:		
GROUP 1:	$ 39.19	26.75
GROUP 2:	$ 39.39	26.75

GROUP 3:.....$ 39.59 26.75
GROUP 4:.....$ 39.79 26.75
GROUP 5:.....$ 41.69 26.75

LABORER CLASSIFICATIONS

Group 1: Common Laborers

Group 2: Asbestos and Toxic Materials

Commercial projects valued at $800,000 or less and/or industrial projects valued at $100,000 or less, excluding demolition work (the complete razing of structures) 75% of the basic wage scale with full benefits will apply

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

LABORER CLASSIFICATIONS

GROUP 1: Common laborers, flagman, outboard & hand boats

GROUP 2: Bull float, chain saw, concrete aggregate bin, concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' tools, installation of bridge drainage, pipelayers, vibrator type rollers, tamper, drill doctor, tail or screw operator on asphalt paver, water pump operator (1 1/2"") and single diaphragm), nozzle (asphalt, gunnite, seeding, and sand blasting), laborers on chain fence erection, rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil, and air tool operators, wrecking laborers

GROUP 3: All rock drilling machine operators (except quarry master and similar type), acetylene torch operator, and asphalt paver, powderman

GROUP 4: Blasterers, form setters, stone or granite curb setters

GROUP 5: Hazardous waste removal

LABO0190-001 07/01/2024

ALBANY; GREEN; RENSSELAER COUNTY, WASHINGTON COUNTY, SARATOGA COUNTY (Townships of Stillwater, Halfmoon, Saratoga)

	Rates	Fringes
Laborers:		
BUILDING:		
GROUP 1	$ 36.16	26.68
GROUP 2	$ 37.51	26.68

LABORERS CLASSIFICATIONS

GROUP 1: Common Laborers

GROUP 2: Hazardous waste removal Commercial projects valued

at $800,000 or less and/or industrial projects valued at $100,000 or less excluding demolition work, (complete razing of structures) will receive 75% of basic wage scale with full fringes will apply

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LABO0190-002 07/01/2024

ALBANY; RENSSELAER; COLUMBIA (Twps. of Stuyvesant, Stockport, Kinderhook, New Lebanon, Cannan, Ghent, Chatham, Austerlitz). GREENE (except Catskill Township). WASHINGTON COUNTY. SARATAGO COUNTY (Townships of Stillwater, Halfmoon Saratoga)

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY:		
GROUP 1:	$ 41.69	27.65
GROUP 2:	$ 41.89	27.65
GROUP 3:	$ 42.09	27.65
GROUP 4:	$ 42.29	27.65
GROUP 5:	$ 44.19	27.65

FOOTNOTE:
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LABORERS CLASSIFICATIONS

GROUP 1: Common laborers, flagmen, outboard and hand boats

GROUP 2: Bull float, chain saw, concrete aggregated bin, concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' tools, installation of bridge drainage, pipelayers, vibrator type rollers, tampers, drill doctor, Tail or screw operator on asphalt paver, Water pump operator (1 1/2"" and single diaphragm), Nozzle (asphalt, gunnite, seeding, and sand blasting) Laborers on chain link fence erection, rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil, air tool operators, and wrecking laborers

GROUP 3: All rock air drilling machine operators (except quarry master and similar type), acetylene torch operators, and asphalt paver, powderman

GROUP 4: Blasterers, form setters, stone or granite curb setters

GROUP 5: Hazardous waste removal

LABO0235-006 05/01/2023

COLUMBIA (Twps. of Greenport, Claverack, Hillsdale, Livingston, Germantown, Taghkanic, Copake, Clermont, Gallatin, Ancram):

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY		

GROUP 1.....$ 36.45 27.80+a
GROUP 2.....$ 42.80 27.80+a
GROUP 3.....$ 43.90 27.80+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson; Placing and maintenance of all flares, cones, lights, signs, barricades; traffic control custodial work; traffic directors; temporary heat or light tenders; tool rooms

GROUP 2: General Laborers, Dumpman, Pitman, Concrete man; Signal man; Pipelayers; Rip rap; Dry stone layer; Jack hammer; Powderman; Highscalers power buggy operator; Steel rod carrier; Vibratory operator; other machine operator; wrecking; Vibrator operator-compactor; Gunite and sandblasting; Water pump 2"" or under; Nipper; Chucker; Asphalt Workers

GROUP 3: Asphalt raker; Asphalt Screedman; Drillers (all); Laser Beam Operator; Form Setter/Aligners; Blasters

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, November Election Day, Thanksgiving Day, and Christmas Day

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* PAIN0009-013 07/01/2023

	Rates	Fringes
GLAZIER	$ 38.41	28.43

PAIN0155-002 05/01/2021

COLUMBIA AND GREENE COUNTIES

	Rates	Fringes
Painters:		
Drywall Finisher	$ 35.94	24.66
Lead Abatement Work	$ 35.94	24.66
Painter/Paperhanger	$ 35.94	24.66
Spray Rate	$ 36.94	24.66

PAIN0201-001 05/01/2024

	Rates	Fringes
Painters:		
Lead Abatement Workers, Structural Steel		
Zone 1	$ 33.03	21.90
Zone 2	$ 33.03	21.90
Painters, Drywall Finishers, Spray		
Zone 1	$ 32.03	21.90
Zone 2	$ 32.03	21.90

Zone #1 Entire counties of ALBANY, FULTON, MONTGOMERY, RENNSELAER, SCHOHARIE, SCHENECTADY AND SARATOGA

ZONE #2 All of WASHINGTON County

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* PAIN0806-002 10/01/2024

ALBANY, COLUMBIA, FULTON, GREENE, MONTGOMERY, RENNSELAER, SCHOHARIE, SCHENECTADY, SARATOGA AND WASHINGTON

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	$ 56.25	55.14

PLUM0007-001 05/01/2024

ALBANY; COLUMBIA; FULTON; GREENE; MONTGOMERY; RENSSELAER; SCHENECTADY; SARATOGA (Towns of Charlton, Clifton Park, Galway, Halfmoon, Milton, Stillwater and Waterford)

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 53.06	28.47

PLUM0112-019 05/01/2023

Townships of Canajoharie and Minden

	Rates	Fringes
PLUMBER (Including Steamfitting)		
Northern Zone	$ 31.40	31.70

PLUM0773-002 05/01/2024

SARATOGA (Remainder of County); WASHINGTON COUNTY:

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 43.28	34.75

ROOF0203-003 06/01/2023

SCHOHARIE COUNTY:

	Rates	Fringes
ROOFER	$ 30.50	19.84

ROOF0241-001 06/01/2024

	Rates	Fringes
ROOFER	$ 37.05	23.52

SFNY0669-001 01/01/2024

	Rates	Fringes
SPRINKLER FITTER	$ 42.73	27.05

SHEE0083-001 06/01/2019

	Rates	Fringes
Sheet metal worker	$ 33.73	33.04+a

FOOTNOTE:
a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If any of these holidays fall on a Saturday or Sunday, either the preceding Friday or following Monday will be observed as the holiday.

TEAM0294-003 07/01/2024

	Rates	Fringes
Truck drivers:		
HEAVY & HIGHWAY		
GROUP 1	$ 39.20	30.52+a
GROUP 2	$ 39.26	30.52+a
GROUP 3	$ 39.35	30.52+a
GROUP 4	$ 39.48	30.52+a
GROUP 5	$ 39.64	30.52+a

TRUCK DRIVERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Pick-ups, panel trucks, flatboy material trucks (straight jobs), single axle dump trucks, dumpsters, receivers, greasers, truck tireman

GROUP 2: Tandems, batch trucks, mechanics

GROUP 3: Semi-trailers, low-boy trucks, asphalt distributor trucks, agitator, mixer trucks and dumpcrete type vehicles, truck mechanic, fuel truck

GROUP 4: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit

GROUP 5: Off-highway tandem back dump, twin engine equipment and double hitched equipment where not self-loaded

FOOTNOTE:
a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee works the day before and the day after the holiday.

TEAM0294-004 07/01/2024

BUILDING CONSTRUCTION

EXCLUDING MONTGOMERY COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 32.13	29.80+a
GROUP 2	$ 32.43	29.80+a

FOOTNOTES:

a. One week vacation after 1 year; 2 weeks vacation after 5

years.

TRUCK DRIVERS BUILDING CLASSIFICATIONS

GROUP 1: Straight, winch, transit mix on job site, road oilers, dump, panel, pick-up, water and fuel trucks on site (including nozzle)

GROUP 2: Euclid or similar equipment, lowboy or lowboy trailers

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in

processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

SECTION 00 73 90

NYSEFC MANDATORY STATE REVOLVING FUND TERMS AND CONDITIONS

NEW YORK STATE | Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Mandatory State Revolving Fund Equivalency Project Terms and Conditions

For Equivalency Projects Funded with NYS Clean Water State Revolving Fund or Drinking Water State Revolving Fund

Identify Contract Type prior to Advertisement for Bid:

- ■ **Construction**
  - ☐ **Treatment Works and Drinking Water Projects**
  - ☐ **Non-Treatment Works**
- ☐ **Non-Construction**

Effective October 1, 2023

New York State Environmental Facilities Corporation
625 Broadway, Albany, NY 12207-2997
P: (518) 402-6924
www.efc.ny.gov

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

Broker means a firm that does not itself perform, manage or supervise the work of its contract or subcontract in a manner consistent with the normal business practices for contractors or subcontractors in its line of business.

Construction means the process by which a contractor or subcontractor builds, alters, repairs, remodels, improves or demolishes infrastructure.

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

Equivalency means projects in the amount equal to the funds “directly made available” by an Environmental Protection Agency (EPA) Capitalization Grant and funding for those projects is considered federal funds, or federal financial assistance. The Equivalency designation is indicated in the Intended Use Plan.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified under Build America, Buy America as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR § 184.4(e), then it is not a manufactured product.

Manufacturer means a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

MBO is designated and employed by the Recipient as a Minority Business or Compliance Officer responsible for MWBE/DBE/SDVOB/EEO reporting and compliance.

Non-Construction Provider means any individual or business enterprise that provides one or more of the following: legal, engineering, financial advisory, technical, or other professional services, supplies, commodities, equipment, materials, or travel.

Recipient means the party, other than EFC, to a grant agreement or a project finance agreement with EFC through which funds for the payment of amounts due thereunder are being paid in whole or in part. Responsible through Project Finance Agreement (PFA) to comply with EFC requirements.

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

Subcontractor means any individual or business enterprise that has an agreement, purchase order, or any other contractual arrangement with a Contractor.

Supplier means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

Treatment Works is defined in Clean Water Act (CWA) Section 212, this does not include nonpoint source projects as defined in CWA Section 319 and estuary management program projects as defined in CWA Section 320.

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

Any Architectural and Engineering (A/E) services for all Clean Water State Revolving Fund (CWSRF) projects and for Drinking Water State Revolving Fund (DWSRF) projects receiving federal grant are required to be procured in compliance with 40 USC 1101 et. seq., and 48 CFR Part 36 Subpart 36.6. The Recipient must certify compliance to receive financing. Disregard this section if it does not apply to this Contract.

SECTION 2 REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR FEDERAL DISADVANTAGED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR WOMEN AND MINORITY GROUP MEMBERS

The Equal Employment Opportunities requirements of this section apply to all Contracts and Subcontracts, with the exception of: (1) the requirements under Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A which apply only to construction Contracts and Subcontracts; and (2) the Federal Affirmative Action Regulations requirements which apply only to construction Contracts and Subcontracts greater than $10,000.

The Disadvantaged Business Enterprises ("DBE") requirements of this section apply to construction, equipment, services, and/or supplies Contracts.

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. 40 CFR Part 33 ("Federal DBE Regulations") for contracts under EPA financial assistance agreements, as those terms are defined therein.

2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.

3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction contracts related to any government programs providing federal financial assistance, as those terms are defined therein.

4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction contracts in excess of $10,000, as those terms are defined therein.

5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.

6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all DBE and EEO records available within a reasonable time or as otherwise determined by EFC.

C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions or enforcement proceedings as allowed by the Contract.

D. If any terms or provisions herein conflict with Federal DBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

E. The Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin, age, disability, or sex in the performance of this Contract. The Contractor and Subcontractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor and Subcontractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.

II. Equal Employment Opportunities (EEO)

A. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

B. For federally assisted construction Contracts, the Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

C. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

D. Pursuant to 41 CFR § 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at

https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet, if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
2. Has 50 or more employees;
3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
4. Has a Contract, Subcontract, or purchase order amounting to $50,000 or more.

E. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.

F. For federal or federally assisted construction contracts in excess of $10,000, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.

G. The Contractor will include the provisions of Subdivisions II(A) and II(B) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

III. Good Faith Efforts and Fair Share Objectives for DBEs

A. Fair Share Objectives for this Contract are 20%

B. Good Faith Efforts

Pursuant to 40 CFR § 33.301, the Contractor must demonstrate and document “good faith efforts” to provide meaningful participation by DBEs as Subcontractors or Suppliers in the performance of the Contract.

1. For purposes of demonstrating good faith efforts and achieving the fair share objectives established herein, the Contractor should seek out the participation of the following certified entities:
    a. DBEs certified by the Small Business Administration (SBA), directory available at: https://web.sba.gov/pro-net/search/dsp_dsbs.cfm
    b. DBEs certified by state DOTs on behalf of the United States Department of Transportation (USDOT), directories by state available at https://www.transportation.gov/DBE%20State%20Websites, including:
    c. DBEs certified in New York State: https://nysucp.newnycontracts.com/
        i. DBEs certified in New Jersey: https://njucp.dbesystem.com/
        ii. DBEs certified in Connecticut: https://biznet.ct.gov/DOT_DBE/dbesearch.aspx

2. Participation of Brokers and Truckers/Haulers
    a. Contractors cannot count the participation of a DBE who acts as a Broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE’s prime contract or subcontract is subcontracted to a non–DBE, the DBE prime contractor or subcontractor will be presumed to be a Broker.
    b. Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a “commercially useful function,” according to the following factors:

i. The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
ii. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

C. DBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the EFC DBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.

2. The Contractor agrees to use such DBE Utilization Plan for the performance of DBEs on the Contract.

3. The Contractor further agrees that a failure to submit and/or use such DBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.

4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the Recipient in the Quarterly Report immediately following the change. See Section III(E), *Quarterly Report*. At EFC's discretion, an updated DBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a change order is executed the change order and supporting documentation should be submitted to the MBO and a revised Utilization Plan may be required at EFC's discretion.

5. The Contractor shall submit copies of all fully executed subcontracts, agreements, and purchase orders that are referred to in the DBE Utilization Plan to the MBO within 30 days of their execution.

D. Submission of Good Faith Effort Documentation

1. If the Contractor, after making good faith efforts, is unable to meet the DBE fair share objectives, the Contractor must submit documentation showing good faith efforts made by the Contractor to meet the fair share objectives. Such documentation should be submitted to the MBO in accordance with the instructions on the DBE Utilization Plan.

2. If the MBO, upon review of the DBE Utilization Plan and updated Quarterly Reports determines that the Contractor is failing or refusing to comply with the good faith effort requirements or that the good faith efforts are not in the requested format, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within a reasonable time and provide documentation showing good faith efforts as requested.

E. Quarterly Report

1. The Contractor agrees to submit a Quarterly Report to the MBO by the fifteenth business day following the end of each calendar quarter over the term of this Contract documenting the payments made and the progress towards achievement of the DBE fair share objectives of the Contract. The Quarterly Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Quarterly Report must reflect all Utilization Plan revisions, final adjusted payments to subcontractors, and all change orders and be marked as "final".

2. The Contractor agrees to submit any other information as may be requested by the MBO or EFC during the term of the Contract as needed to assist EFC for completion of federal reporting to EPA.

F. Other Requirements

1. All contracts shall comply with the contract administration requirements outlined at 40 CFR 33.302.

2. Contractor and Subcontractors shall assist EFC and the Recipient as necessary with complying with the recordkeeping and reporting requirements outlined at 40 CFR Part 33 Subpart E.

SECTION 3 BUILD AMERICA, BUY AMERICA (BABA) ACT AND AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

Applicable to all contracts for DWSRF or CWSRF Treatment Works projects.

I. BABA Requirements

The requirements of this subsection shall not apply to CWSRF or DWSRF Contracts or Subcontracts which have been notified by EFC they are waived pursuant to the Build America, Buy America Act, Pub .L. No. 117-58, section 70914, and 2 CFR Part 184, including, but not limited to, the Adjustment Period Waiver for CWSRF and DWSRF projects that initiated project design planning prior to May 14, 2022. Disregard this subsection if the Contract or Subcontract is eligible for such a waiver, however, note that Subsection II below on AIS Requirements still applies.

If such Contracts or Subcontracts are not eligible for such a waiver, then the DWSRF or CWSRF Contract or Subcontract shall be subject to the Build America, Buy America Act, and the regulations promulgated thereafter (Pub. L. No. 117-58, §§ 70901-70953, and 2 CFR Part 184), which requires, among other things, that no SRF funds "may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States."

The Contractor shall submit with their bid or proposal documents an executed BABA Contractor's Certification on the form attached hereto as Attachment 2 acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron, steel, manufactured products, and construction materials used in the project be produced in the United States ("BABA Requirement") including iron, steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

(a) the Contractor has reviewed and understands the BABA Requirement,
(b) all of the iron, steel, manufactured products, and construction materials covered by the BABA Requirement incorporated in the project will be and/or have been produced in the United States in a manner that complies with the BABA Requirement, unless a waiver of the requirement is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the BABA Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by

the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

II. AIS Requirements

The requirements of this section apply to (1) all contracts for which Part 1 of this section does not apply, (2) all Construction Contracts and Subcontracts for DWSRF projects and CWSRF Treatment Works projects and (3) all contracts for the purchase of iron and steel products for a DWSRF project or CWSRF Treatment Works project. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor shall submit with their bid or proposal documents an executed AIS Contractors Certification on the form attached hereto as Attachment 3 acknowledging to and for the benefit of the Recipient of the Clean Water State Revolving Fund ("CWSRF") or the Drinking Water State Revolving Fund ("DWSRF") financial assistance that the Contractor understands the goods and services under this Agreement are being funded with monies made available by the New York State Environmental Facilities Corporation ("EFC") through the CWSRF or the DWSRF and that such funding is subject to certain statutory restrictions requiring that certain iron and steel products used in the project be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
(b) all of the iron and steel products covered by the American Iron and Steel Requirement incorporated in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Recipient.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Recipient to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Recipient resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the EFC or any damages owed to the EFC by the Recipient). While the Contractor has no direct contractual privity with the EFC, as a lender to the Recipient for the funding of this project, the Recipient and the Contractor agree that the EFC is a third-party beneficiary and neither this paragraph, nor any other provision of this Agreement necessary to give this paragraph force or effect, shall be amended or waived without the prior written consent of the EFC.

SECTION 4 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

The requirements of this section apply to all Construction Contracts and Subcontracts greater than $2,000 for either DWSRF projects or CWSRF Treatment Works projects. Disregard this section if it does not apply to this Contract or Subcontract.

For Contracts in Excess of $2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Davis-Bacon poster (WH-1321) can be found at https://www.dol.gov/whd/regs/compliance/posters/davis.htm. Wage determinations may be obtained from the US Department of Labor's website, https://sam.gov/content/wage-determinations.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of

receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1) (ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. Withholding. The Recipient shall upon its own action or upon written request of the EPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Recipient may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of EFC or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to EFC indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information

required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/forms or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient, for transmission to EFC, EPA if requested by EPA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Recipient, EFC, or EPA may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90

days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (10) and such other clauses as the Recipient may by appropriate

instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment. A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the Recipient, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

For Contracts in Excess of $100,000:

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. In any Contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Recipient and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION 5 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

The requirements of this section apply to all Contracts and Subcontracts.

Contractor and any Subcontractors shall comply with, Subpart C of 2 CFR Part 180 as implemented and supplemented by 2 CFR Part 1532. The Contractor is not a debarred or suspended party under 2 CFR Part 180 or 2 CFR Part 1532, or 29 CFR § 5.12. Neither the Contractor nor any of its Subcontractors have contracted with, or will contract with, any debarred or suspended party under the foregoing regulations.

In addition, the Contractor and any Subcontractors have not been debarred from or deemed ineligible for Government contracts or federally assisted Construction contracts pursuant to Executive Order 12549.

The Contractor and any Subcontractors have not been deemed ineligible to submit a bid on or be awarded a public contract or subcontract pursuant to Article 8 of the State Labor Law, specifically Labor Law § 220-b. In addition, neither the Contractor nor any Subcontractors have contracted with, or will contract with, any party that has been deemed ineligible to submit a bid on or be awarded a public contract or subcontract under Labor Law § 220-b.

In addition, the Contractor and any Subcontractors have not been deemed ineligible to submit a bid and have not contracted with and will not contract with any party that has been deemed ineligible to submit a bid under Executive Law § 316.

SECTION 6 RESTRICTIONS ON LOBBYING

The requirements of this section apply to all Contracts and Subcontracts greater than $100,000. Disregard this section if it does not apply to this Contract or Subcontract.

The Contractor and any Subcontractor bidding or proposing a Contract or Subcontract in excess of $100,000 shall submit with their bid or proposal documents an executed Certification Regarding Lobbying pursuant to 40 CFR Part 34 (“Lobbying Certification”) in the form attached hereto as Attachment 4, consistent with the prescribed form provided in Appendix A to 40 CFR Part 34.

SECTION 7 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The requirements of this section apply to all Contracts and Subcontracts.

This prohibition is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs (Recipients), are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). EPA funds may not be used to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
b. Telecommunications or video surveillance services provided by such entities or using such equipment.
c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
(1) Procure or obtain, extend or renew a contract to procure or obtain;
(2) Enter into a contract (or extend or renew a contract) to procure; or
(3) Obtain the equipment, services, or systems.

Contractors and Subcontractors shall not procure or install prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, that are recorded in the System for Award Management exclusion list located at https://sam.gov/SAM/ .

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Specific federal Bipartisan Infrastructure Law (BIL) signage is required for projects receiving financing from BIL.

If Contractor is expected to provide and install an EFC or BIL Construction Sign, a specification will be included in the enclosed contract documents.

ATTACHMENTS (Required Forms)

Attachment 1 – EFC DBE Utilization Plan

NEW YORK STATE | Environmental Facilities Corporation

NYS Environmental Facilities Corporation
Disadvantaged Business Enterprise (DBE) Utilization Plan

Instructions for Contractors & Service Providers:

Contractors and Service Providers must complete Sections 2 and 3. **Submit the completed, signed (electronic signature box checked and dated) form to the Recipient's Minority Business Officer (MBO) no later than the date of contract execution.** Incomplete forms will be found deficient. If more than 10 subcontractors are used, additional pages for Section 3 can be obtained from EFC.

If the prime contract is being performed by the parties to a Joint Venture, Teaming Agreement, or Mentor-Protégé Agreement that includes a certified DBE, please contact EFC for assistance.

DBEs on this form may include disadvantaged firms certified by the New York State Unified Certification Program (NYSUCP), and disadvantaged firms certified by the Small Business Administration. In addition, the participation of DBEs will be credited according to the following requirements:

- Contractors cannot count the participation of a DBE who acts as a broker or passive conduit of funds without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices. If 50% or more of the total dollar amount of a DBE's prime contract or subcontract is subcontracted to a non–DBE, the DBE prime contractor or subcontractor will be presumed to be a broker.
- Contractors may count the participation of a DBE trucker/hauler only if the trucker/hauler is performing a "commercially useful function," according to the following factors:
    - The DBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE objectives.
    - The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

See the Mandatory Equivalency Terms and Conditions or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

The MBO must complete Section 1. Email the completed, signed (electronic signature box checked and dated) form to your EFC Program Compliance Specialist.

The subject heading of the email to the EFC Program Compliance Specialist should follow the format "UP, Project Number, Contractor." EFC will review the Utilization Plan and email the MBO an acceptance or denial.

If the Utilization Plan will not meet or exceed the DBE fair share objective, then the good faith effort documentation noted in Section 4 must be submitted with this form.

SECTION 1: MUNICIPAL INFORMATION			
Recipient/Municipality:	**County:**		
Project No.:	**Contract ID:**	**Registration No. (NYC only):**	
Minority Business Officer:	**Email:**	**Phone #:**	
Address of MBO:			
Electronic Signature of MBO: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and belief.			**Date:**

SECTION 2: PRIME CONTRACTOR / SERVICE PROVIDER INFORMATION				
Firm Name:			**Contract Type:** ☒ Construction ☐ Other Services	
Is the Prime Firm certified as a DBE? ☐ Yes ☐ No If yes, please include Prime information in Section 3.				
Address:		**Phone #:**	**Fed. Employer ID #:**	
Description of Work:		**Email:**		
Award Date:	**Start Date:**	**Completion Date:**	**DBE Fair Share Objective**	**PROPOSED DBE Participation**
Total Contract Amount: $ **DBE Eligible Contract Amount: $** (DBE Fair Share Objectives are applied to this amount and includes all change orders, amendments, & specialty waivers)			**Total: 20**% $	**Total:** % $
If fair share objectives are not met, documentation must be attached: ☐ No Participation ☐ Short of the DBE Fair Share Objective				
☐ **Specialty Equipment/Services:** must be of SIGNIFICANT cost – attach list of cost and type of equipment and good faith effort documentation				

SECTION 3: DBE SUBCONTRACTOR INFORMATION			
This Submittal is: ☐ The First/Original Utilization Plan ☐ Revised Utilization Plan #:			
DBE Subcontractor Information		**Contract Amount**	**For EFC Use:**
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	**Start Date:** **Completion Date:**		
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	**Start Date:** **Completion Date:**		
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	**Start Date:** **Completion Date:**		
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	**Start Date:** **Completion Date:**		
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	**Start Date:** **Completion Date:**		

SECTION 3: DBE SUBCONTRACTOR INFORMATION continued			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	**Start Date:** **Completion Date:**		
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	**Start Date:** **Completion Date:**		
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	**Start Date:** **Completion Date:**		
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	**Start Date:** **Completion Date:**		
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Certifying Entity: ☐ DOT in State of _____; or ☐ SBA ☐ Other (indicate entity): _____	**Start Date:** **Completion Date:**		

SECTION 4: GOOD FAITH EFFORT DOCUMENTATION
Utilization Plans that do not meet the Fair Share Objective must be accompanied by the documentation requested in numbers 1 – 7, as listed below. Specialty Equipment Exclusion requests must be accompanied by the documentation requested in number 8 – 12, as listed below. Specialty Services Exclusion requests must be accompanied by the documentation requested in number 13, as listed below. Please contact the MBO and/or EFC for assistance or to request sample documentation.

Provide the following:

1. A letter of explanation detailing the scope of work, DBE search results, and results of good faith efforts that were made.

2. A scope of work that shows what subcontracting opportunities are in the contract. This could be an engineering proposal, schedule of values, or other similar documents.

3. Screenshots of search results (using commodity codes) from DBE Directories of all certified DBEs that were solicited for purposes of complying with your DBE fair share objective. Each search should be saved as an individual file.

4. A log of solicitation results, consisting of the list of DBE firms solicited for the contract and the outcome of the solicitations. The log should be broken out into separate areas for each task that is solicited (e.g., trucking, materials, electricians). The log should show that each firm was contacted twice by two different methods (e.g., email and phone); who was spoken to; what was said; and the final outcome of the solicitation.

5. List of the general circulation, trade association, and DBE oriented publications and dates of publication soliciting for certified DBE participation as a subcontractor/supplier and copies of such solicitations.

6. Description of the negotiations between the contractor and certified DBEs for the purposes of complying with the DBE goals of this contract.

7. Any other information deemed relevant to the request.

EFC and the MBO reserve the right to request additional information and/or documentation.

Documentation for Requests for Specialty Equipment Exclusions:

8. A letter of explanation containing information about the equipment, why the equipment is specialty and why no DBE firms could be utilized to provide the equipment.

9. Copies of the appropriate pages of the technical specification related to the equipment showing the choices for manufacturers or other information that limits the choice of vendor.

10. Letter, email, or screenshot of website from the manufacturer listing their distributors in NYS and the locations.

11. Screenshots of DBE Directory searches for the manufacturer and distributor showing that they are not found in the Directory.

12. An invoice or executed purchase order showing the value of the equipment.

Documentation for Requests for Specialty Service Exclusions:

13. A letter of explanation containing information about the scope of work and why no DBE firms could be subcontracted to provide that service.

SIGNATURE	
Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all DBE subcontractors will participate in subcontracts in accordance with the requirements of 40 CFR Part 33. **Name** (Please Type)**:**	**Date:**

Attachment 2 – BABA Contractor's Certification

NEW YORK STATE | Environmental Facilities Corporation

BABA CONTRACTOR CERTIFICATION

FOR EQUIVALENCY CONSTRUCTION CONTRACTS PAID FOR WITH FUNDS THROUGH

THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE

NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: Water District No. 5 Water System Improvements Contract No.1 - Well #6 - Site Fill

Contractor's Name:

Contract ID:

SRF Project No.: 19259

SRF Recipient Name: (T) Rotterdam

I certify that all iron and steel, manufactured products and construction materials permanently incorporated into the project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and Pub. L. No. 117-58 and any regulations promulgated thereunder. I will develop and maintain the necessary documentation to demonstrate that the applicable products permanently incorporated into the project were produced in the United States and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature:

Name (print):

Title:

Date:

Attachment 3 – AIS Contractor's Certification

NEW YORK STATE | Environmental Facilities Corporation

AIS CONTRACTOR CERTIFICATION

FOR CONSTRUCTION CONTRACTS FUNDED THROUGH

THE NYS CLEAN WATER STATE REVOLVING FUND, OVERFLOW AND STORMWATER GRANTS
OR

THE NYS DRINKING WATER STATE REVOLVING FUND VIA THE

NYS ENVIRONMENTAL FACILITIES CORPORATION

Project Title: Water District No. 5 Water System Improvements Contract No.1 - Well #6 - Site Fill

Contractor's Name: _____

Contract ID: _____

SRF Project No.: 19259

SRF Recipient Name: (T) Rotterdam

I certify that the iron and steel products permanently incorporated into the public water system or wastewater treatment works project under this construction contract will be and/or have been produced in the United States, in accordance with the requirements of the United States Environmental Protection Agency and 33 U.S.C. § 1388, 42 U.S.C. § 300j-12(a)(4) and any regulations promulgated thereunder. I will develop and maintain necessary documentation to demonstrate that the iron and steel products permanently incorporated into the project were produced in the United States, and make such documentation available to The New York State Environmental Facilities Corporation or their authorized representatives, upon request.

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 4 – Lobbying Certification

New York State Environmental Facilities Corporation
CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34

SRF Project No.: 19259
Recipient: (T) Rotterdam
Project Description: Valve and Hydrant Replacement

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:
Name:
Title:
Company Name:
Date:
Contract ID:

SECTION 00 91 13
ADDENDUM

Town of Rotterdam
Water District No. 5 Water System Improvements
Contract No. 1 – Well #6 - Site Fill
Addendum No.
Date Issued:

The attention of bidders is called to the following changes to the Bid Documents, shall be taken into account in the preparation of Bids, and shall be a part of the Bid Documents

Bidders must acknowledge receipt of this Addendum on page 1 of the Bid Form.

PROJECT MANUAL

Section	Description

DRAWINGS

Sheet No.	Description

END OF ADDENDUM

BARTON & LOGUIDICE, D.P.C.

Roy A. Richardson Jr, PE
Associate

Attachments

SECTION 01 10 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

A. The following summary of Work is a general summary of the salient features of the Work to be performed by the General and Trades construction contractors. It does not supersede the requirements of the detailed technical specifications.

1.02 NUMBER OF CONTRACTS

A. Work will be performed under one Prime Contract. The Contract is identified in the following and on the Drawings:
   1. Contract 1 – Well #6 - Site Fill.

B. Refer to Section 01 29 00, Payment Procedures, for detailed Pay Item descriptions.

1.03 WORK BY OWNER OR OTHERS

A. Contractors shall coordinate Work with utilities of Owner and public or private utilities as required to establish, water service, electric service and gas service, as specified herein.

1.04 CONTRACTOR'S USE OF SITE AND PREMISES

A. Under restriction of the U.S. Fish and Wildlife Service, access to the Project Site shall be restricted as specified herein.

1.05 WORK SEQUENCE

A. General
   1. Sequence Work in accordance with the requirements of the Contract Documents and the Progress Schedule, including allowable process outages and identified sequencing constraints.
   2. Sequence Work to minimize impacts to existing facilities.
   3. Provide temporary facilities when required to maintain operation of existing facilities unless outages are specifically allowed by the Contract Documents.
   4. Contractor may propose improvements to this Work sequence, however, Owner reserves the right to reject such proposals should it violate permit conditions, conflict with sequences of other contracts, adversely impact operation of existing or new facilities, or otherwise not be in the best interest of the Project.

5. Work shall be substantially complete as indicated in the Agreement and Section 01 31 13, Project Coordination.

1.06 PERMITS

A. The Owner has secured the following permits for this Project:
   1. As issued by the New York State Department of Health (NYSDOH):
      a. Permit 348, Application for Approval of Plans for Public Water Supply Improvement.

B. All special conditions and special provisions included in these permits are incorporated into these Contract Documents by reference.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 PROPOSAL REQUESTS

A. The Owner may, in anticipation of ordering an addition, deletion, or revision to the Work, request Contractor prepare a detailed proposal of cost and times to perform contemplated change.

B. Proposal requests will include reference number for tracking purposes and detailed description of and reason for proposed change, and such additional information as appropriate and as may be required for Contractor to accurately estimate cost and time impact on the Project.

C. Proposal request is for information only; Contractor is neither authorized to execute proposed change nor stop Work in progress as a result of such request.

D. Contractor's written proposal shall be transmitted to Engineer promptly, but not later than 14 days after Contractor's receipt of Owner's written request. Proposal shall remain firm for a maximum period of 45 days after receipt.

E. Owner's request for proposal or Contractor's failure to submit such proposal within the required time period will not justify a Claim for an adjustment in Contract Price or Contract Times.

1.02 CLAIMS

A. The section supplements the requirements of General Conditions Paragraph 12.01.

B. Include at a minimum:
   1. Specific reference including:
      a. Drawing numbers.
      b. Specification section and article/paragraph number.
      c. Submittal type.
      d. Submittal number.
      e. Date reviewed.
      f. Engineer's comment, as applicable with appropriate attachments.
   2. Stipulated facts and pertinent documents, including photographs and statements.
   3. Interpretations relied upon.
   4. Description of:
      a. Nature and extent of Claim.
      b. Who or what caused the situation.

c. Impact to the Work and work of others.
d. Discussion of claimant's justification for requesting a change to price, time, or both.

5. Estimated adjustment in price claimant believes it is entitled to with full documentation and justification.
6. Requested Change in Contract Times: Include at least:
   a. Progress Schedule documentation showing logic diagram for request.
   b. Documentation that float times available for Work have been used.
   c. Revised activity logic with durations including subnetwork logic revisions, duration changes and other interrelated schedule impacts, as appropriate.
7. Documentation as may be necessary as set forth below for Work Change Directive, and as Engineer may otherwise require.

1.03 WORK CHANGE DIRECTIVES

A. Procedures:
   1. Engineer will:
      a. Initiate, including a description of the Work involved and any attachments.
      b. Affix signature, demonstrating Engineer's recommendation.
      c. Transmit five (5) copies to Owner.
   2. Owner will:
      a. Affix signature, demonstrating approval of the changes involved.
      b. Return four (4) copies to Engineer, who will retain one (1) copy, send one copy to construction observation staff and forward two (2) copies to Contractor.
   3. Upon completion of the Work covered by the Work Change Directive or when final Contract Times and Contract Price are determined, Contractor shall submit documentation for inclusion in a Change Order.
   4. Contractor's documentation shall include but not be limited to:
      a. Appropriately detailed records of Work performed to enable determination of value of the Work.
      b. Full information required to substantiate resulting proposed changes in Contract Times and Contract Price for Work. On request of Engineer, provide additional data necessary to support documentation.
      c. Support data for Work performed on a unit price or Cost of the Work basis with additional information such as:
         1) Dates Work was performed and by whom.
         2) Time records, wage rates paid, and equipment rental rates.
         3) Invoices and receipts for materials, equipment, and subcontracts, are similarly documented.

B. Effective Date of Work Change Directive: Date of transmittal to Contractor, unless otherwise indicated thereon.

1.04 CHANGE ORDERS

A. Procedure:
1. Engineer will prepare four (4) copies of Change Order and transmit such attached therewith agreed-upon scopes of work and cost proposal for same. Engineer's signature on the Change Order form is evidence of the Engineer's recommendation that the cost of the Work (increase or decrease) is reasonable and in accordance with the Contract Documents.
2. Contractor shall, upon receipt, review the Change Order and attached scope and cost back-up. If the Change Order and back-up is consistent with Contractor's understanding of the change in Contract scope, then Contractor shall sign and forward four (4) copies of the Change Order back to Engineer.
3. Engineer will, upon receipt of Contractor-signed copies, promptly forward the four (4) copies of the Change Order to the Owner for execution.
4. Upon receipt of Contractor-signed copies, Owner will promptly either:
   a. Execute the Change Order, retaining one (1) copy for its file and returning three (3) copies to Engineer for distribution.
   b. Return to Engineer unsigned copies with written justification for not executing the Change Order.
5. Upon receipt of Owner-executed Change Order, Contractor shall:
   a. Perform Work covered by Change Order.
   b. Revise Schedule of Values to adjust Contract Price and submit with the next Application for Payment.
   c. Revise the Progress Schedule to reflect changes in Contract Times, if any, and to adjust times for other items of Work affected by the change.

B. In signing a Change Order, Owner and Contractor acknowledge and agree that:
1. Stipulated compensation (Contract Price, Contract Time or both) set forth includes payment for:
   a. The cost of the Work covered by the Change Order.
   b. The Contractor's fee for overhead and profit and all indirect costs.
   c. Interruption of Progress Schedule.
   d. Delay and impact, including cumulative impact, on other Work under the Contract Documents.
2. Change Order constitutes full mutual accord and satisfaction for the change to the Work.
3. Unless otherwise stated in the Change Order, all requirements of the original Contract Documents apply to the Work covered by the Change Order.

1.05 COST OF THE WORK

A. In determining the supplemental costs allowed in Paragraph 13.01 of the General Conditions for rental equipment and machinery, the following will apply.

B. Rental of construction equipment and machinery and the parts thereof having a replacement value in excess of $1,000, whether owned by Contractor or rented or leased from others, shall meet the following requirements.

1. Full rental costs for leased equipment shall not exceed rates listed in the Rental Rate Blue Book published by Equipment Watch, Atlanta, GA, as adjusted to the regional area of the Project. Owned equipment costs shall not exceed the single shift rates established in the Cost Reference Guide (CRG), also published by Equipment Watch. The most recent published edition in effect at commencement of actual equipment use shall be used.
2. Rates shall apply to equipment in good working condition. Equipment not in good condition, or larger than required, may be rejected by the Engineer or accepted at reduced rates.
3. Leased equipment: For equipment leased or rented in arm's length transactions from outside vendors, maximum rates shall be determined by the following actual usage/Blue Book Payment Category:
    a. Less than 8 hours: Hourly Rate.
    b. Eight (8) or more hours, but less than 7 days: Daily Rate.
    c. Seven (7) or more days, but less than 30 days: Weekly Rate.
    d. Thirty (30) days or more: Monthly Rate.
4. "Arm's-length" rental and lease transactions are those in which the firm involved in the rental or lease of equipment is not associated with, owned by, have common management, directorship, facilities and/or stockholders with the firm renting the equipment.
5. Leased Equipment in Use: Actual equipment use time documented by Engineer shall be the basis that equipment was on and utilized at the Project Site. In addition to the leasing rate above, equipment operation costs shall be paid at the estimated hourly operating cost rate set forth in the Blue Book if not already included in the lease rate. Hours of operation shall be based upon actual equipment usage to the nearest quarter hour, as recorded by Engineer.
6. Leased Equipment, When Idle (Standby): Idle or standby equipment is equipment onsite or in transit to and from the Site and necessary to perform the Work under the modification, but not in actual use. Idle equipment time, as documented by Engineer, shall be paid at the leasing rate determined above, excluding operational costs.
7. Owned and Other Equipment in Use: Equipment rates for owned equipment or equipment provided in other than an arm's-length transaction shall not exceed the single shift total hourly costs rate developed in accordance with the CRG and as modified herein for multiple shifts. This total hourly rate will be paid for each hour the equipment actually performs work. Hours of operation shall be based on actual equipment usage as recorded by Engineer. This rate shall represent payment in full for Contractor's direct costs.
8. Owned and Other Equipment, When Idle (Standby): Equipment necessary to be onsite to perform the Work on single shift operations, but not utilized, shall be paid for at the ownership hourly expense rate developed

in accordance with the CRG, provided its presence sand necessity onsite has been documented by Engineer. Payment for idle time of portions of a normal workday, in conjunction with original contract Work, will not be allowed. In no event shall idle time claimed in a day for a particular piece of equipment exceed the normal Work or shift schedule established for the Project. It is agreed that this rate shall represent payment in full for Contractor's direct costs. When Engineer determines that the equipment is not needed to continuously remain at the Site, payment will be limited to actual hours in use.

9. Owned and Other Equipment, Multiple Shifts: For multiple-shift operations, the CRG single shift total hourly costs rate shall apply to the operating equipment during the first shift. For subsequent shifts, up to 2 in a 24-hour day, operating rate shall be the sum of the total hourly CRG operating cost and 60 percent of the CRG ownership and overhaul expense. Payment for idle or standby time for second and third shifts shall be 20 percent of the CRG ownership and overhaul expense.
10. When necessary to obtain owned equipment from sources beyond the Project limits, the actual cost to transfer equipment to the Site and return it to its original location will be allowed as an addition item of expense. Move-in and move-out allowances will not be made for equipment brought to the Project if the equipment is also used on original Contract or related Work.
11. If the move-out destination is not to the original location, payment for move-out will not exceed payment for move-in.
12. If move is made by common carrier, the allowance will be the amount paid for the freight. If equipment is hauled with Contractor's own forces, rental will be allowed for the hauling unit plus the hauling unit operator's wage. If equipment is transferred under its own power, the rental will be 75 percent of the appropriate total hourly costs for the equipment, without attachments, plus the equipment operator's wage.
13. Charges for time utilized in services equipment to ready it for use prior to moving and similar charges will not be allowed.
14. When a breakdown occurs on any piece of owned equipment, payment shall cease for that equipment and any other owned equipment idled by the breakdown.
15. If any part of the Work is shut down by Owner, standby time will be paid during non-operating hours if diversion of equipment to other Work is not practicable. Engineer reserves the right to cease standby time payment when an extended shutdown is anticipated.
16. If a rate has not been established in the CRG for owned equipment, Contractor may choose one of the following courses of action:
    a. If approved by Engineer, use the rate of the most similar model found, considering such characteristics as manufacturer, capacity, horsepower, age, and fuel type.

b. Request Equipment Watch to furnish a written response for a rate on the equipment, which shall be presented to Engineer for approval.
c. Request Engineer to establish a rate.

1.06 FIELD ORDER

A. Engineer will issue Field Orders, with three (3) copies to Contractor.

B. Effective date of the Field Order shall be the date of signature by Engineer, unless otherwise indicated thereon.

C. Contractor shall acknowledge receipt by signing and returning one copy to Engineer.

D. Field Orders will be incorporated into subsequent Change Orders, as a no-cost change to the Contract.

PART 2 - PRODUCTS

(Not used)

PART 3 - EXECUTION

(Not used)

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUBMITTALS

A. Informational Submittals:
   1. Schedule of Values: Submit on Form EJCDC C-620.
   2. Application for Payment.
   3. Final Application for Payment

1.02 SCHEDULE OF VALUES

A. Prepare a separate Schedule of Values for each schedule of the Work under the Agreement.

B. Upon request of Engineer, provide documentation to support the accuracy of the Schedule of Values.

C. An unbalanced or front-loaded Schedule of Values will not be accepted.

D. Summation of the complete Schedule of Values representing all the Work shall equal the Contract Price.

E. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.

F. Lump Sum Work:
   1. Reflect specified allowances and alternates, as applicable.
   2. List bonds and insurance premiums, mobilization, demobilization, Progress Schedule preparation and updates, equipment testing, testing and balancing HVAC equipment, testing electrical equipment and devices, and contract closeout separately.
   3. Each line item shall include a directly proportional amount of the Contractor’s overhead and profit.
   4. Line items shall be subdivided into the Bid Items shown on the Bid Form and further subdivided by structure.
   5. At a minimum, all 4-inch diameter and larger yard piping shall be broken out by size and include all associated, trenching, backfill, and compaction costs excluding pavement that may be located above.
   6. Paving shall include all associated excavation, subbase, base, pavement, backfill and compaction.
   7. At a minimum, concrete shall be subdivided as follows:
      a. Slab-on-Grade, 8-inches thick or less

b. Slab-on-Grade: Greater than 8-inches thick
c. Walls.
d. Columns.
e. Beams.
f. Suspended Slabs.
g. Reinforced fill.
h. Unreinforced fill
i. Miscellaneous.

8. At a minimum, process equipment shall be subdivided to include separate line items for furnishing and installing.
9. Include line items for Startup of process systems.
10. Revise Schedule of Values to include executed Change Orders with each Application for Payment.

1.03 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

A. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.

B. Base estimated progress payments on initially acceptable Progress Schedule. Adjust to reflect subsequent adjustments in Progress Schedule and Contract Price as reflected by modifications to the Contract Documents.

1.04 APPLICATION FOR PAYMENT

A. Submit three original signature versions and one copy of each application on forms.

B. Contractor shall have all record documents as identified in General Conditions Article 7.11 current and up to date prior to submitting Applications for Payment.

C. Use detailed Application for Payment EJCDC C-620.

D. Prepare separate form for each schedule, as applicable.

E. Include accepted Schedule of Values for each schedule or portion of lump sum Work and the unit price breakdown for the portions of Work to be paid on a unit price basis.

F. Include separate line items for each Change Order and Work Change Directive executed prior to date of submission. Provide further breakdown of such, as requested by Engineer.

1.05 PAY ITEMS

A. Schedule 1G – General Construction:
1. Pay Item 1: All Work Associated with Well #6 Site Fill
a. Measurement: Lump sum.

b. Payment:
   1) Payment shall be full compensation for all work associated with Well #6 Site Fill as shown on the Drawings. This includes, but is not limited to, mobilization, clearing, rock and boulder removal, permits and work associated with hauling and disposal, materials, installation, compaction, grading, stormwater improvements, final inspection, and all else necessary to provide a site suitable for the development of Well #6.
   2) Payment will be based on the percentage of work completed, minus retainage.

1.06 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for the following:
   1. Loading, hauling, and disposing of rejected material.
   2. Quantities of material wasted or disposed in a manner not called for in the Contract Documents.
   3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provision of Contract Documents.
   4. Material not unloaded from transporting vehicle.
   5. Defective Work not accepted by Owner.
   6. Material remaining on hand after completion of the Work.

1.07 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings have been approved and preliminary operation and maintenance data has been accepted by Engineer.

B. Final Payment:
   1. Will be made only for products incorporated into the Work.
   2. Remaining products, for which partial payments have been made shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

1.08 PARTIAL PAYMENT FOR UNDELIVERED, PROJECT-SPECIFIC MANUFACTRED OR FABRICATED EQUIPMENT

A. Notwithstanding the aforementioned provisions, partial payments for undelivered (not yet delivered to Site or not stored in the vicinity of the Site) products specifically manufactured for this Project, excluding off-the-shelf or catalog items, will be made for products listed below when all following conditions exist:
   1. Partial payment request is supported by written acknowledgement from Suppliers that invoice requirements have been met.

2. Equipment is adequately insured, maintained, stored, and protected by appropriate security measures.
3. Each equipment items is clearly marked and segregated from other items to permit inventory and accountability.
4. Authorization has been provided for access to storage Site for Engineer and Owner.
5. Equipment meets applicable Specifications of these Contract Documents.

B. Failure of Contractor to continue compliance with above requirements shall give cause for Owner to withhold payments made for such equipment from future partial payments.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION

SECTION 01 29 00.10

LIEN WAIVER AND RELEASE

WHEREAS, _____, hereafter called the "Undersigned," having entered into a written contract or purchase order with the Town of Rotterdam, hereafter called the "Owner", for the supplying of materials and/or the furnishing of labor and materials, or the furnishing of labor only for the project known as the Well #6 – Site Fill.

WHEREAS, Undersigned has requisitioned a PARTIAL/FINAL payment from the Owner pursuant to such contract or purchase order.

NOW, THEREFORE, for good and valuable consideration including the PARTIAL/FINAL payment of $_____ provided for herein, Undersigned agrees as follows:

1) Upon receiving payment from the Owner, the payment to which this instrument refers, Undersigned agrees not in any way to claim or file a mechanic's lien or other lien against said project, premises or any part thereof, or on the monies or other consideration due to become due for the Owner for any of the materials heretofore furnished or work or labor performed or furnished by the Undersigned. Further, the Undersigned hereby formally and irrevocably releases and waives in writing every and any lien, charges or claim of any nature whatsoever that it has, or as to which it may at any time have been entitled, up to and including the date hereof in connection with the said project, except for any unpaid retained monies unless the payment herein is payment of retainage, which lien waiver shall be for the benefit of the Owner of the Project.

2) The Undersigned further says that all monies due for this work which includes all labor, material, fuel, transportation and equipment, fringe benefits, pension funds, apprentice training programs, employee vacations, welfare funds, and similar funds and payments as well as all applicable sales and used taxes, royalties, commissions, permits, bonds, guarantees, insurances, licenses, or patent fees have been paid in full except as noted below. (If none write "NONE").

_____

_____

_____

And that there are no persons in a position to have or file a lien against the above mentioned work and/or the premises on which the same is located on account of any labor or materials furnished to Undersigned or any of the Undersigned's subcontractors or suppliers.

3) Undersigned agrees that the lien waiver appearing in Paragraph "1" hereof shall be deemed to be in compliance with the Lien Law of the State of New York.

4) Undersigned agrees that any of its subcontractors or suppliers being entitled to any of the proceeds of the within payments have been paid except as noted below. (If none write "NONE").

_____

_____

5) Furthermore, Undersigned hereby formally and irrevocably releases and waives any rights to make a claim upon any labor and material payment bond issued to the Owner, for this project on account of the labor, services, materials, fixtures or supplies heretofore furnished to this date by the Undersigned for the said project.

6) Furthermore, Undersigned hereby formally and irrevocably releases the Owner from all claims of liability, loss or damage to the Undersigned except as noted otherwise herein for anything furnished or performed in connection with, relating to or arising out of the contract or out of the work covered by said contract, including, but not limited to, all claims for extra work, labor or materials, delays or increased costs due to changed conditions, loss of efficiency or productivity, non-sequential work operations, delays, acceleration, suspension of work, and for any prior act, neglect or default on the part of the Owner, or any of its officers, agents or employees in connection therewith, up to and including the date of this waiver, except for any unpaid retained monies.

7) The Undersigned further acknowledges that neither the aforesaid payment nor acceptances by the Owner, of the work covered by the aforementioned contract and/or purchase order shall in any way or manner operate as, or constitute a release or waiver of the Undersigned's obligations, undertaking or liabilities under said contract or purchase order or in any way affect or limit the same.

This Agreement shall run to the benefit of the Owner, its successors and assigns; signed and dated this ____ day of _____, 20__.

AMOUNT OF THIS

PARTIAL/FINAL PAYMENT: $_____

_____

_____

Office/Authorized Signature

_____

Printed Name and Title

Sworn to before me this _____ day of _____, 20___.

_____

Notary Public

END OF SECTION

SECTION 01 31 13

PROJECT COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

A. The Town Owner's operations staff will maintain control over its water distribution system for the duration of the Contract.

B. No work shall be undertaken which would jeopardize the minimum required conveyance or capacity of the existing conveyance and treatment systems.

C. All outages, cut-overs and connections of new Work to the existing water distribution system shall be coordinated with the respective Village personnel.

1.02 RELATED WORK AT THE SITE

A. General:
   1. Other work that is either directly or indirectly related to schedule performance of the Work under these Contract Documents, listed henceforth, is anticipated to be performed at the Site by others.
   2. Coordinate the Work of the Contract Documents with work of others as specified in the General Conditions.
   3. Include sequencing constraints specified herein as a part of Progress Schedule.

1.03 FACILITY OPERATIONS

A. Continuous operation of Owner's facilities is of critical importance. Schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.

B. Perform Work continuously during critical connections and change-overs, and as required to prevent interruption of the Owner's operation.

C. When necessary, plan, design, and provide various temporary services, utilities, connections, temporary piping and heating, access, and similar items to maintain continuous operations of the Owner's facilities.

D. Do not close lines, open or close valves, or take other action which would affect the operation of existing systems, except as specifically required by the Contract Documents and after authorization by Owner and Engineer. Such authorization will be considered within 48 hours after receipt of Contractor's written request.

1.04 SUBSTANTIAL COMPLETION

A. Substantial Completion: Generally described in the Agreement Form. Described in detail herein:
   1. Schedule A – General:
      a. Successful completion of the Well #6 Site Fill described in the Drawings shall constitute Substantial Completion of the Work and shall set the date of warranty period commencement for all labor, equipment, and material furnished by the Contractor.

PART 2 - PRODUCTS

(Not used)

PART 3 - EXECUTION

(Not used)

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

A. Engineer will schedule physical arrangements for meetings throughout the progress of the Work on a monthly basis, prepare meeting agenda with regular participant input and will distribute with written notice of each meeting, preside at meetings, record minutes to include significant proceedings and decisions, and reproduce and distribute copies of minutes following each meeting to participants and parties affected.

1.02 PRE-CONSTRUCTION CONFERENCE

A. Contractor shall be prepared to discuss the following subjects, as a minimum:
   1. Required schedules.
   2. Status of bonds and insurance.
   3. Sequencing of critical path work items.
   4. Progress payment procedures.
   5. Project changes and clarifications.
   6. Use of Site, access, office and storage areas, security and temporary facilities.
   7. Major product delivery and priorities.
   8. Contractor’s safety plan.
   9. Funding agency requirements

B. Attendees will include:
   1. Owner’s representative.
   2. Contractor’s office representative.
   3. Contractor’s resident superintendent.
   4. Contractor’s quality control representative.
   5. Subcontractors’ representatives whom the Contractor may wish or Engineer may request to attend.
   6. Engineer’s representatives.
   7. Others, as appropriate.

1.03 PRELIMINARY SCHEDULE REVIEW MEETING

A. As set forth in the General Conditions and Section 01 32 16, Construction Progress Documentation.

1.04 PROGRESS MEETINGS

A. Engineer will schedule regular progress meetings at Site, conducted monthly to review the Work progress, Progress Schedule, Schedule of Submittals, Application for Payment, contract modifications, and other matters needing discussion and resolution. Additional coordination meetings may be called by Owner, as required to adequately coordinate major tie-ins.

B. Attendees will include:
1. Owner's representative(s), as appropriate.
2. Contractor, Subcontractors, and Suppliers, as appropriate.
3. Engineer's representative(s).
4. Others, as appropriate.

1.05 OTHER MEETINGS

A. In accordance with Contract Documents and as may be required by Owner and Engineer.

PART 2 - PRODUCTS

(Not used)

PART 3 - EXECUTION

(Not used)

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

A. Informational Submittals:
   1. Preliminary Progress Schedule: Submit within time specified in the General Conditions.
   2. Detailed Progress Schedule:
      a. Submit initial Detailed Progress Schedule within 30 days after Effective Date of the Agreement.
      b. Submit an Updated Progress Schedule at each update, as specified herein.
   3. Submit with each Progress Schedule submittal:
      a. Contractor's certification that Progress Schedule submittal is actual schedule being utilized for execution of the Work.
      b. Project shall be scheduled using P6 by Primavera, or approved equal software capable of critical path activity analysis.
      c. Progress schedule: Six (6) legible color copies.
      d. Narrative Progress Report: Same number of copies as specified for Progress Schedule.
   4. Prior to final payment, submit a final Updated Progress Schedule.

1.02 SCHEDULE COORDINATION

A. Where Contractor is referred to in the singular, it shall refer to each of separate contractors as applicable.

B. General Contractor shall incorporate detailed schedules prepared by other contractors into the overall Progress Schedule, and shall maintain throughout the duration of the Project.

C. Coordinate preparation and process of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

D. Coordinate Contractor's construction schedule with the schedule of values, list of subcontractors, submittal schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the Work from entities involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

E. Schedule Updates:

1. The General Contractor shall update the work schedule on a monthly basis throughout construction.
2. A copy of the updated work schedule shall be submitted to the Engineer along with each payment application, along with copies of certified payrolls and required M/WBE documentation.
3. Payment applications will not be reviewed by the Engineer until an acceptable updated schedule has been received.
4. The General Contractor shall update the work schedule on a monthly basis throughout the construction period.

1.03 DETAILED PROGRESS SCHEDULE

A. In addition to the requirements of the General Conditions, submit a Detailed Progress Schedule beginning with Notice to Proceed and continuing through Final Completion.

B. Show the duration and sequence of activities required for complete performance of the Work reflecting means and methods chosen by the Contractor.

C. When accepted by the Engineer, the Detailed Progress Schedule will be the Baseline Schedule. Subsequent revisions will be considered as Updated Progress Schedules.

D. Format: In accordance with requirements specified herein.

E. Updated monthly through the 15th of each month along with each pay application to reflect actual progress and occurrences to date, including weather delays.

1.04 PROGRESS SCHEDULE – CRITICAL PATH NETWORK

A. General: Comprehensive computer-generated schedule using the critical path method (CPM), generally as outlined in the “Construction Planning & Scheduling Manual”, as published by the Associated of General Contractors of America (AGC). If a conflict occurs between the AGC publication and this Specification, then this Specification shall govern.

B. Contents:
1. Schedule shall begin with the date of Notice to Proceed and conclude with the date of Final Completion.
2. Identify Work calendar basis using days as a unit of measure.
3. Show complete interdependence and sequence of construction and Project-related activities reasonably required to complete the Work.
4. Identify the Work of separate stages and other logically grouped activities.
5. Reflect sequences of the Work, constraints, delivery windows, review times Contract Times and Project Milestones set forth in the Agreement and Section 01 31 13, Project Coordination.
6. Include as applicable, at a minimum:

a. Obtaining permits, submittals for early product procurement, and long-lead items.
b. Mobilization and other preliminary activities.
c. Submittal review and approval, including two review cycles for each item.
d. Initial Site work.
e. Specified Work sequences, constraints, and Milestones, including Substantial Completion date.
f. Major equipment fabrication, factory-testing, and delivery dates.
g. Concrete work.
h. Structural steel work.
i. Architectural features work.
j. Conveying systems work.
k. Equipment work.
l. Mechanical work.
m. Electrical work.
n. Instrumentation and control work.
o. Other important work for each facility.
p. Equipment and system startup and testing activities.
q. Project closeout and site restoration.
r. Demobilization.

7. No activity duration, exclusive of those for Submittals review and product fabrication/delivery, shall be less than 1 day or more than 14 days, unless otherwise approved.
8. Activity duration for Submittal review shall not be less than review time specified unless clearly identified and prior written acceptance has been obtained from the Engineer.

C. Network Graphical Display:
1. Plot or print on paper 11” x 17”.
2. Title block: Show name of Project, Owner, date submitted, revision or update number, and the name of the scheduler. Updated schedules shall indicate data date.
3. Identify horizontally across top of schedule the time frame by year, month, and day.
4. Identify each activity with a unique number and a brief description of the Work associated with that activity.
5. Indicated critical path.
6. Show, at a minimum, the controlling relationships between activities.
7. Plot activities on a time-scaled basis, with the length of each activity proportional to the current estimate of the duration.
8. Plot activities on an early start basis unless otherwise request by Engineer.
9. Provide a legend to describe standard and special symbols used.

1.05 PROGRESS OF THE WORK

A. Updated Progress Schedule shall reflect:

1. Progress of Work through 15th of each month, tied to pay application submittal.
2. Approved changes in Work scope and activities modified since submittal.
3. Delays in Submittals or resubmittals, deliveries, or Work.
4. Adjusted or modified sequences of the Work.
5. Other identifiable changes.
6. Revised projections of progress and completion.
7. Report of changed logic.

B. Produce detailed sub-schedules during Project, upon request of Owner or Engineer, to further define critical portions of the Work, such as a planned facility shutdown.

C. If Contractor fails to complete activity by its latest scheduled completion date and this failure impacts the critical path, the Contractor shall, within 7 days of such failure, submit a recovery schedule, detailing how the Contractor intends to correct nonperformance and return to acceptable current Progress Schedule. Actions by the Contractor to complete the Work within Contract Times (or Milestones) will not be justification for adjustment to Contract Price or Contract Times.

D. Owner may order Contractor to increase plant, equipment, labor force or working hours if Contractor fails to:
1. Complete a Milestone activity by its completion date.
2. Satisfactorily execute Work as necessary to prevent delay to overall completion of Project, at no additional cost to the Owner.

1.06 SCHEDULE ACCEPTANCE

A. Engineer's acceptance will demonstrate agreement that:
1. Proposed schedule is accepted with respect to:
   a. Contract Times, including Final Completion and all intermediate Milestones are within the specified times.
   b. Specified Work sequences and constraints are shown as specified.
   c. Access restrictions are accurately reflected.
   d. Startup and testing times are as specified.
   e. Submittal review times are as specified.
   f. Startup testing duration is as specified and timing is acceptable.
2. In all other respects, Engineer's acceptance of the Contractor's schedule indicates that, in the Engineer's judgement, schedule represents a reasonable plan for constructing the project in accordance with the Contract Documents. The Engineer's review will not make any change in Contract requirements. Lack of comment on any aspect of the schedule that is not in accordance with the Contract Documents will not thereby indicate acceptance of the change, unless Contractor has explicitly called the non-conformance to the Engineer's attention in submittal. Schedule remains the Contractor's responsibility and the Contractor retains

responsibility for performing all activities, for activity durations, and for activity sequences required to construct the Project in accordance with the Contract Documents.

1.07 ADJUSTMENT OF CONTRACT TIMES

A. Comply with the General Conditions and Section 01 26 00, Contract Modification Procedures.

B. Evaluation and reconciliation of Adjustments of Contract Times shall be based on the Updated Progress Schedule at the time of proposed adjustment or claimed delay.

C. Float:
1. Float time is a Project resource available to both parties to meet contract Milestones and Contract Times.
2. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic constraints, and extended activity times are prohibited, and use of float time disclosed or implied by use of alternate float-suppression techniques shall be to the benefit of the Owner and Contractor.
3. Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs which:
   a. Impacts the Project's critical path.
   b. Consumes available float or contingency time.
   c. Extends Work beyond the contract completion date.

D. Claims Based on Contract Times:
1. Where Engineer has not yet rendered a formal decision on Contractor's Claim for adjustment of Contract Times, and parties are unable to agree as to amount of adjustment to be reflected in Progress Schedule, Contractor shall reflect an interim adjustment in the Progress Schedule as acceptable to the Engineer.
2. It is understood and agreed that such interim acceptance will not be binding on either the Contractor or the Owner, and will be made only for the purpose of continuing to schedule Work until such time as formal decision has been rendered as to an adjustment, if any, of the Contract Times.

E. Contractor shall revise Progress Schedule prepared thereafter in accordance with the Engineer's formal decision.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes requirements for the Schedule of Submittals and administrative and procedural requirements for submitting Shop Drawings Samples, and other submittals.

1.02 DEFINITIONS

A. Action Submittals:
1. Written and graphic information and physical samples that require Engineer's responsive action.
2. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals:
1. Written and graphic information and physical Samples that do not require Engineer's responsive action.
2. Submittals may be rejected for not complying with requirements.
3. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals".

C. Portable Document Format (PDF): An open file format standard licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.03 FORMAT

A. Contractor shall be responsible for submittal all information necessary for submittal approvals. Make submittals to the office of the Engineer: Barton & Loguidice, D.P.C., 10 Airline Drive, Suite 200, Albany, New York 12205.

B. A letter of transmittal shall accompany each submittal. If data for more than one section of the Specifications is submitted, a separate transmittal letter shall accompany the data submitted for each section.

C. If a Shop Drawing deviates from the requirements of the Contract Documents, Contractor shall specifically note each deviation in its letter of transmittal.

D. When Samples are required, the quantities are identified in the individual Specification sections.

E. Contractor's approval:
1. All submittals shall bear the stamp of approval and signature of Contractor as evidence that the submittal has been reviewed by Contractor.
2. Submittals without this stamp of approval will not be reviewed and will be returned to Contractor.
3. Contractor's stamp shall contain the following minimum information:
a. Project: Well #6 – Site Fill
b. Bid No: [BBBB]
c. Contractor:
d. Date:
e. Specification section:
f. Drawing number(s):
g. Submittal No.: BBBB-SS SS SS-sss-rrr, where:
1) BBBB: Bid No.
2) SS SS SS: Specification section number.
3) sss: sequential submittal number.
4) rrr: submittal revision number. All initial submittals shall be revision number "000".

F. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification section.
2. Submit electronically in PDF format (or DWF format as applicable) via email.
3. Paper Submittals: No paper submittals will be accepted as part of this Project unless specifically required as part of the Contract Documents or requested by Engineer or Engineer's consultants.

G. Resubmittals:
1. Make resubmittals in same form and number of copies as initial submittal.
2. Resubmittals shall be as a standalone submittal, including all applicable information from the previous submittals.
3. Resubmittals that only include information on revised items will be returned without review.
4. Note date and content of previous submittal.
5. Note date and content of revision in label or title block and clearly indicate extent of revision.
6. Contractor must clearly draw attention to additional revisions made that were not requested in previous submittal review comments.
7. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.

1.04 SCHEDULE OF SUBMITTALS

A. Submit electronic copies of preliminary Schedule of Submittals in accordance with General Conditions Article 2.03.

B. Revise and resubmit until acceptable to Engineer.

1.05 OR-EQUALS AND SUBSTITUTIONS

A. Requests for substitutions or consideration of “or equal” items shall be handled as specified in the General Conditions, as modified in the Supplementary Conditions.

B. Substitutions or “or equal” items shown or implied on the submittal are prohibited and will be rejected.

1.06 DELEGATED DESIGN SERVICES

A. Performance and design criteria:
1. Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
2. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

B. Delegated-design services certification:
1. In addition to Shop Drawings, and other submittals, submit digitally signed PDF electronic file copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
2. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 2 - PRODUCTS

2.01 WARRANTIES

A. General Warranty:
1. Except as otherwise specifically provided in the Contract Documents, all warranties on equipment and systems shall extend for one calendar year from the date of Substantial Completion for the particular equipment or system.
2. During the warranty period, the Contractor is responsible for repair or replacement of all failures and defects, exclusive of the ordinary and routine maintenance and failures traceable to the lack thereof.
3. This requirement shall be thoroughly explained by the Contractor to all prospective equipment suppliers.
4. The provisions of any usual warranty, terms of sale, etc. by suppliers shall not be substituted for this requirement, except where such substitution provides an extended warranty beyond the requirements of this paragraph.

5. These warranty requirements are of the essence of the contract between the Owner and the Contractor.

PART 3 - EXECUTION

3.01 CONTRACTOR'S RESPONSIBILITIES

A. General:
1. Contractor shall forward submittals well in advance of the need for the material or equipment for construction and with required allowance for time required to make delivery of material or equipment after data covering such is approved.
2. Contractor assumes the risk for all material or equipment that is ordered, fabricated, or shipped prior to the approval of submittals.
3. No material or equipment will be permitted to be incorporated into the Work nor will such be included in Applications for Payment until approval thereof has been obtained in the manner specified herein.

B. Coordination:
1. It is Contractor's responsibility to review submittals of its Suppliers and Subcontractors before transmitting them to Engineer to assure proper coordination of the Work, to determine that each submittal is in accordance with the Contract Documents, and that there is sufficient information about material and equipment for Engineer to determine compliance with the Contract Documents.
2. Incomplete or inadequate submittals will be returned for revision without review, as specified herein.
3. Approval of submittals shall not relieve Contractor from the obligation of furnishing material and equipment of proper dimension, size, quality, quantity, and all performance characteristics to perform the requirements and intent of the Contract Documents
4. Engineer's approval shall not relieve Contractor from responsibility for errors of any sort on the submittals.
5. Approval is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents.
6. Contractor is responsible for dimensions which shall be confirmed and correlated at the Site.
7. Contractor is responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the Work of all trades.

C. Engineer's approval:
1. Submittals not bearing the Engineer's "approved" or "approved as noted" notation shall not be used, issued to Subcontractors, nor utilized for construction purposes.

2. No work shall be performed or equipment installed without an approved Shop Drawing or submittal.
3. Contractor assumes the risk for all work performed or equipment installed without an approved Shop Drawing or submittal.
4. In the event Contractor obtains Engineer's approval for the use of equipment other than that which is shown or specified, Contractor shall, at its own expense and using methods approved by Engineer, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.

3.02 ENGINEER'S ACTION

A. Engineer will review and process all submittals promptly, but a reasonable time shall be allowed for submittal transmittals, reviews, and revisions.

B. Contractor shall allow fifteen (15) days for each submittal review and response in the preparation of Progress Schedule unless otherwise specified in the Contract Documents.

C. In preparing its Construction Progress Schedule, Contractor shall allow for two (2) submittal review cycles for each submittal.

D. Owner may back-charge Contractor for costs associated with reviewing the third and successive submittal(s).

E. Engineer will document and notify Owner in writing of all such back charges to be deducted Applications for Payment.

3.03 SUBMITTAL STATUS AND PROCEDURE

A. After Engineer completes its review, the submittal will be marked with one of the following dispositions:
1. Approved.
2. Approved as noted.
3. No action required.
4. Revise as noted - Resubmit.
5. Rejected – Resubmit as specified.

B. Submittals marked "Approved":
1. Submittals that conform to the Contract Documents without comment will be issued a disposition of "Approved".
2. Contractor may order, fabricate, or ship the materials included in the submittal.

C. Submittals marked "Approved as noted":
1. Submittals that conform to the Contract Documents with correction of minor clarifications or omissions will be issued a disposition of "Approved as noted".

2. Contractor may order, fabricate, or ship the materials included in the submittal that incorporates Engineer's comments.

D. Submittals marked "No action required": Informational submittals will be issued a disposition of "No action required", acknowledging to Contractor Engineer's receipt of the submittal.

E. Submittals marked "Revise as noted - Resubmit":
1. Submittals that include a named manufacturer or supplier, but contain insufficient information to determine conformance to the Contract Documents will be issued a disposition of "Revise and Resubmit".
2. Contractor shall make corrections to satisfy the deficiencies indicated and repeat the submittal procedure.
3. The resubmittal shall conform to the submittal numbering procedure specified herein.

F. Submittals marked "Rejected – Resubmit as specified":
1. Submittals that do not conform to the Contract Documents will be issued a disposition of "Rejected – Resubmit as specified".

G. Contractor shall revise the submittal to incorporate equipment or products that comply with the requirements of the Contract Documents.

END OF SECTION

SECTION 01 42 13

ABBREVIATIONS AND ACRONYMS

PART 1 - GENERAL

1.01 REFERENCE STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES AND TRADE ORGANIZATIONS

A. Work specified by reference to published standard or specification of government agency, technical association, trade association, professional society or institute, testing agency, or other organization shall meet requirements or surpass minimum standards of quality for materials and workmanship established by designated standard or specification.

B. Where so specified, products or workmanship shall also meet or exceed additional prescriptive or performance requirements included within the Contract Documents to establish a higher or more stringent standard of quality than required by the reference standard.

C. Where two or more standards are specified to establish quality, product and workmanship shall meet or exceed the requirements of the most stringent.

D. Where both a standard and a brand name are specified for a product in the Contract Documents, proprietary product named shall meet or exceed the requirements of the specified reference standard.

E. Where reference is made to industry standards within this Contract, the revision in effect at the time of Bid opening shall apply.

F. Copies of standards and specifications of technical societies:
1. Copies of applicable referenced standards have not been bound into these Contract Documents.
2. When the Contractor needs copies of standards, it shall obtain a copy or copies directly from the publication source and maintain in an orderly manner at the Site as Work Site records, available to the Contractor’s personnel, Subcontractors, Owner, and Engineer.

1.02 ABBREVIATIONS

A. Abbreviations for trade organizations and government agencies: Following is a list of construction industry organizations and government agencies to which references may be made in the Contract Documents, with abbreviations used.

1.	AA	Aluminum Association.
2.	AABC	Associated Air Balance Council.
3.	AAMA	American Architectural Manufacturers Association.

4.	AASHTO	American Association of State Highway and Transportation Officials.
5.	ABMA	American Bearing Manufacturers Association.
6.	ACI	American Concrete Institute.
7.	AEIC	Association of Edison Illuminating Companies.
8.	AGA	American Gas Association.
9.	AGMA	American Gear Manufacturers Association.
10.	AI	Asphalt Institute.
11.	AISC	American Institute of Steel Construction.
12.	AISI	American Iron and Steel Institute.
13.	AITC	American Institute of Timber Construction.
14.	ALS	American Lumber Standards.
15.	AMCA	Air Movement and Control Association.
16.	ANSI	American National Standards Institute.
17,	APA	APA – The Engineered Wood Association.
18.	API	American Petroleum Institute.
19.	APWA	American Public Works Association.
20.	AHRI	Air-Conditioning, Heating, and Refrigeration Institute.
21.	ASA	Acoustical Society of America.
22.	ASABE	American Society of Agricultural and Biological Engineers.
23.	ASCE	American Society of Civil Engineers.
24.	ASHRAE	American Society of Heating, Refrigeration, and Air-Conditioning Engineers, Inc.
25.	ASME	American Society of Mechanical Engineers.
26.	ASNT	American Society of Nondestructive Testing.
27.	ASSE	American Society of Sanitary Engineers.
28.	ASTM	ASTM International.
29.	AWI	Architectural Woodwork Institute.
30.	AWPA	American Wood Preservers' Association.
31.	AWPI	American Wood Preservers' Institute.
32.	AWS	American Welding Society.
33.	AWWA	American Water Works Association.
34.	BHMA	Builders Hardware Manufacturers' Association.
35.	CBM	Certified Ballast Manufacturer
36.	CDA	Copper Development Association.
37.	CGA	Compressed Gas Association.
38.	CISPI	Cast Iron Soil Pipe Institute.
39.	CMAA	Crane Manufacturers' Association of America.
40.	CRSI	Concrete Reinforcing Steel Institute.
41.	CS	Commercial Standard.
42.	CSA	Canadian Standards Association.
43.	CSI	Construction Specifications Institute.
44.	DIN	Deutsches Institut für Normung, e.V.
45.	DIPRA	Ductile Iron Pipe Research Association.

46.	EIA	Electronic Industries Alliance.
47.	EJCDC	Engineers Joint Contract Document Committee.
48.	ETL	Electrical Test Laboratories.
49.	FAA	Federal Aviation Administration.
50.	FCC	Federal Communications Commission.
51.	FDA	Food and Drug Administration.
52.	FEMA	Federal Emergency Management Agency.
53.	FIPS	Federal Information Processing Standards.
54.	FM	FM Global.
55.	Fed. Spec.	Federal Specifications.
56.	FS	Federal Specifications and Standards.
57.	FA	Gypsum Association.
58.	GANA	Glass Association of North America.
59.	HI	Hydraulic Institute.
60.	HMI	Hoist Manufacturers' Institute.
61.	IBC	International Building Code.
62.	ICBO	International Conference of Building Officials.
63.	ICC	International Code Council.
64.	ICEA	Insulated Cable Engineers' Association.
65.	IFC	International Fire Code.
66.	IEEE	Institute of Electrical and Electronic Engineers, Inc.
67.	IESNA	Illuminating Engineering Society of North America.
68.	IFI	Industrial Fasteners Institute.
69.	IGMA	Insulating Glass Manufacturers' Alliance.
70.	IMC	International Mechanical Code.
71.	INDA	Association of the Nonwoven Fabrics Industry.
72.	IPC	International Plumbing Code.
73,	ISA	International Society of Automation.
74.	ISO	International Organization for Standardization.
75.	ITL	Independent Testing Laboratory.
76.	JIC	Joint Industry Conferences of Hydraulic Manufacturers.
77.	MIA	Marble Institute of America.
78.	MIL	Military Specifications.
79.	MMA	Monorail Manufacturers' Association.
80.	MSS	Manufacturers' Standardization Society.
81.	NAAMM	National Association of Architectural Metal Manufacturers.
82.	NACE	NACE International.
83.	NBGQA	National Building Granite Quarries Association.
84.	NEBB	National Environmental Balancing Bureau.
85.	NEC	National Electric Code.
86.	NECA	National Electrical Contractors' Association.
87.	NEMA	National Electrical Manufacturers' Association.
88.	NESC	National Electrical Safety Code.
89.	NETA	National Electrical Testing Association.

90.	NFPA	National Fire Protection Association.
91.	NHLA	National Hardwood Lumber Association.
92.	NICET	National Institute for Certification in Engineering Technologies.
93.	NIST	National Institute for Standards and Technology.
94.	NRCA	National Roofing Contractors' Association.
95.	NRTL	Nationally Recognized Testing Laboratory.
96.	NSF	NSF International.
97.	NSPE	National Society of Professional Engineers.
98.	NTMA	National Terrazzo and Mosaic Association.
99.	NWWDA	National Wood Window and Door Association.
100.	NYSHD	New York State Health Department.
101.	OCHD	Onondaga County Health Department.
102.	OSHA	Occupational Safety and Health Administration.
103.	PCI	Precast/Prestressed Concrete Institute.
104.	PEI	Porcelain Enamel Institute.
105.	PPI	Plastic Pipe Institute.
106.	PS	Product Standards Section-U.S. Department of Commerce.
107.	RMA	Rubber Manufacturers' Association.
108.	RUS	Rural Utilities Service.
109.	SAE	SAE International.
110.	SDI	Steel Deck Institute.
111.	SDI	Steel Door Institute.
112.	SJI	Steel Joist Institute.
113.	SMACNA	Sheet Metal and Air Conditioning Contractors National Association.
114.	SPI	Society of the Plastics Industry.
115.	SSPC	The Society for Protective Coatings.
116.	STI/SPFA	Steel Tank Institute/Steel Plate Fabricators Association.
117.	SWI	Steel Window Institute.
118.	TEMA	Tubular Exchanger Manufacturers' Association.
119.	TCA	Tile Council of North America.
120.	TIA	Telecommunications Industry Association.
121.	UBC	Uniform Building Code.
122.	UFC	Uniform Fire Code.
123.	UL	Underwriters Laboratories, Inc.
124.	UMC	Uniform Mechanical Code.
125.	USBR	U.S. Bureau of Reclamation.
126.	WCLIB	West Coast Lumber Inspection Bureau.
127.	WEF	Water Environment Federation.
128.	WI	Wood Institute.
129.	WWPA	Western Wood Products Association.

PART 2 - PRODUCTS

(Not used)

PART 3 - EXECUTION

(Not used)

END OF SECTION

SECTION 01 45 16.13

CONTRACTOR QUALITY CONTROL

PART 1 - GENERAL

1.01 REFERENCE STANDARDS

A. The following is a list of standards which may be referenced in this Section:
   1. ASTM International (ASTM):
      a. D3740, Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
      b. E329, Use in the Evaluation of Testing and Inspection Agencies as Used in Construction.

1.02 DEFINITIONS

A. Contractor Quality Control (CQC): The means by which the Contractor ensures that the construction, to include that performed by subcontractors and suppliers, complies with the requirements of the Contract.

1.03 SUBMITTALS

A. Informational submittals:
   1. CQC Plan: Submit, not later than 30 days after receipt of Notice to Proceed.
   2. CQC Report: Submit, weekly, an original and one copy in report form.

1.04 OWNER'S QUALITY ASSURANCE

A. All Work is subject to the Owner's quality assurance inspection and testing at all locations and at all reasonable times before acceptance to ensure strict compliance with the requirements of the Contract Documents.

B. Owner's quality assurance inspections and tests are for the sole benefit the Owner and do not:
   1. Relieve the Contractor of responsibility for providing adequate quality control measures.
   2. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance.
   3. Constitute or imply acceptance.
   4. Affect the continuing rights of the Owner after acceptance of the completed Work.

C. The presence or absence of a quality assurance inspector does not relieve the Contractor from any Contract requirements.

D. Promptly furnish all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Engineer.

E. Owner may charge Contractor for any additional cost of inspection or test when Work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary.

F. Quality assurance inspections and tests will be performed in a manner that will not unnecessarily delay the Work.

PART 2 - PRODUCTS

(Not used)

PART 3 - EXECUTION

3.01 GENERAL

A. Maintain an adequate inspection system and perform such inspections as will ensure that the Work conforms to the requirements of the Contract Documents.

B. Maintain complete inspection records and make them available at all times to the Owner and Engineer.

C. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product that complies with the Contract Documents. The system shall cover all construction and demolition operations, both onsite and offsite, including Work by subcontractors, fabricators, suppliers, and purchasing agents, and shall be keyed to the proposed construction sequence.

3.02 COORDINATION MEETING

A. After the Preconstruction Conference, but before start of construction, and prior to acceptance of the CQC Plan, schedule a meeting with the Engineer and Owner to discuss the quality control system.

B. Develop a mutual understand of the system details, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite Work, and the interrelationship of the Contractor’s management and control with the Owner’s Quality Assurance.

C. There may be occasions when subsequent conferences may be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures that may require corrective action by the Contractor.

3.03 QUALITY CONTROL ORGANIZATION

A. CQC System Manager:
   1. Designate an individual within the Contractor's organization who will be responsible for overall management of the CQC and have the authority to act in CQC matters for the Contractor.
   2. The CQC System Manager may perform other duties on the Project.
   3. The CQC System Manager shall be an experienced construction professional, with a minimum of three years' construction experience on similar type Work.
   4. The CQC System Manager shall report to the Contractor's project manager or someone higher in the organization. The project manager in this context shall mean the individual with responsibility for the overall quality and production management of the Project.
   5. The CQC System Manager shall be onsite during construction; periods of absence may not exceed 2 weeks at any one time.

B. CQC Staff:
   1. Designate a CQC staff, available at the Site at all times during progress, with complete authority to take any action necessary to ensure compliance with the Contract. CQC staff members shall be subject to acceptance by the Engineer.
   2. CQC staff shall take direction from CQC System Manager in matters pertaining to QC.
   3. CQC staff must be of sufficient size to ensure adequate QC coverage of Work phases, work shifts, and work crews involved in the construction. These personnel may perform other duties, but must be fully qualified by experience and technical training to perform their assigned QC responsibilities and must be allowed sufficient time to carry out these responsibilities.
   4. The actual strength of the CQC staff may vary during any specific Work period to cover the needs of the Project. Add additional staff when necessary for a proper CQC organization.

C. Organizational changes: Obtain the Engineer's acceptance before replacing any member of the CQC staff. Requests for changes shall include name, qualifications, duties, and responsibilities of the proposed replacement.

3.04 QUALITY CONTROL PHASING

A. CQC shall include at least three phases of control to be conducted by the CQC System Manage for all definable features of the Work, as follows:
   1. Preparatory Phase:
      a. Notify Owner at least 48 hours in advance of beginning any of the required action of the preparatory phase.
      b. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel

(as applicable), and the foreman responsible for the definable feature. The CQC System Manager shall instruct applicable CQC staff as to the acceptable level of workmanship required in order to meet Contract requirements.

c. Document the results of the preparatory phase meeting by separate minutes prepared by the CQC System Manager and attached to the QC report.

d. Perform prior to beginning Work on each definable feature of the Work:

1) Review applicable Contract Specifications.
2) Review applicable Contract Drawings.
3) Verify that all materials and/or equipment have been tested, submitted, and approved.
4) Verify that provisions have been made to provide required control inspection and testing.
5) Examine the Work area to verify that all required preliminary Work has been completed and is in compliance with the Contract.
6) Perform a physical examination of required materials, equipment, and sample Work to verify that they are on hand, conform to approved Shop Drawings or submitted data, and are properly stored.
7) Review the appropriate activity hazard analysis to verify safety requirements are met.
8) Review procedures for constructing the Work, including repetitive deficiencies.
9) Document construction tolerances and workmanship standards for that phase of the Work.
10) Check to verify that the plan for the Work to be performed, if so required, has been accepted by the Engineer.

2. Initial phase:

a. Accomplish at the beginning of a definable feature of Work:

1) Notify the Owner at least 48 hours in advance of beginning initial phase.
2) Perform prior to beginning Work on each definable feature of Work:

a) Review minutes of the preparatory meeting.
b) Check preliminary Work to verify compliance with Contract requirements.
c) Verify required control inspection and testing.
d) Establish level of workmanship and verify that it meets minimum acceptable workmanship standards.
e) Resolve all differences.
f) Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

3) Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
4) The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3. Follow-up phase:
   a. Perform daily checks to verify continuing compliance with Contract requirements, including control testing, until completion of the particular feature of Work.
   b. Daily checks shall be made a matter of record in the CQC documentation and shall document specific results of inspections for all features of the Work for the day or shift.
   c. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of Work that will be affected by the deficient Work. Constructing upon or concealing nonconforming Work will not be allowed.
4. Additional Preparatory and Initial phases: Additional preparatory and initial phases may be conducted on the same definable features of Work as determined by the Owner if the quality of ongoing Work is unacceptable or if there are changes in the applicable QC staff or in the onsite production supervision or work crew, or if Work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.05 CONTRACTOR QUALITY CONTROL PLAN

A. General:
1. Plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used.
2. An interim plan for the first 30 days of operation will be considered.
3. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of Work to be started.

4. Work outside of the features of Work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of Work to be started.

B. Content:

1. Plan shall cover the intended CQC organization for the entire Contract and shall include the following, as a minimum:
    a. Organization: Description of the quality control organization, including a chart showing lines of authority and acknowledgement that the CQC staff will implement the three-phase control system for all aspects of the Work specified.
    b. CQC Staff: The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.
    c. Letters of authority: A copy of a letter to the CQC System Manager signed by an authorized official of the firm, describing the responsibilities and delegating sufficient authorities to adequately preform the functions of the CQC System Manager, including authority to stop Work which is not in compliance with the Contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives, outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the Owner.
    d. Submittals: Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
    e. Testing: Control, verification, and acceptance testing procedures for each specific test to include the test name frequency, specification paragraph containing the test name, frequency, personnel and laboratory responsible for each type of test, as estimate of number of tests required.
    f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests, including documentation.
    g. Procedures for tracking deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
    h. Reporting procedures, including proposed reporting formats; include a copy of the CQC report form.

C. Acceptance of Plans: Acceptance of the Contractor’s basis and addendum CQC plans is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Owner reserves the right to require the Contractor to make changes in the CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

D. Notification of changes: After acceptance of the CQC plan, the Contractor shall notify the Engineer, in writing, a minimum of 7 calendar days prior to any proposed change. Proposed changes are subject to the Engineer's acceptance.

3.06 CONTRACTOR QUALITY CONTROL REPORT

A. As a minimum, prepare a CQC report for every 7 calendar days. Account for all days throughout the life of the Contract. Reports shall be signed and dated by the CQC System Manager. Include copies of test reports and copies of reports prepared by QC staff.

B. Maintain current records of quality control operations, activities, and tests performed, including the Work of subcontractors and suppliers.

C. Records shall be on an acceptable form and shall be a complete description of inspections, the results of inspections, daily activities, tests, and other items, including but not limited to the following:

1. Contractor/subcontractor area of responsibility.
2. Operation plant/equipment with hours worked, idle, or down for repair.
3. Work performed today, giving location, description, and by whom. When a network schedule is used, identify each phase of Work performed each day by activity number.
4. Test and/or control activities performed with results and references to specifications/plan requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
5. Material received with statement as to its acceptability and storage.
6. Identify submittals reviewed, with Contract reference, by whom, and action taken.
7. Offsite surveillance activities, including actions taken.
8. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
9. List instructions given/received and conflicts in Drawings and/or Specifications.
10. Contractor's verification statement.
11. Indicate a description of trades working on the Project, the number of personnel working, weather conditions encountered, and any delay encountered.
12. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in file work and workmanship comply with the Contract.

3.07 QUALITY CONTROL SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. The CQC organization shall be responsible for certifying that all submittals are in compliance with the Contract requirements.

C. The Owner will furnish copies of test report forms upon request by the Contractor.

D. Contractor may use other forms, as approved.

3.08 QUALITY CONTROL TESTING

A. Testing procedure:
1. Perform tests specified or required to verify that control measures are adequate to provide a product which conforms to the Contract requirements.
2. Perform the following activities and record the following data:
a. Verify testing procedures comply with Contract requirements.
b. Verify facilities and testing equipment are available and comply with testing standards.
c. Check test instrument calibration data against certified standards.
d. Verify recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
e. Documentation:
1) Record results of all tests taken, both passing and failing, on the CQC report for the date taken.
2) Include specification paragraph reference, location where tests were taken, and the sequential control number identifying the test.
3) Actual test reports may be submitted later, if approved by the Engineer, with a reference to the test number and date taken.
4) Provide directly to the Engineer an informational copy of tests performed by an offsite or commercial test facility. Test results shall be signed by an engineer registered in the state where tests are performed.
5) Failure to submit timely test reports, as stated, may result in nonpayment for related Work performed and disapproval of the test facility in the Contract.

B. Testing laboratories:
1. Laboratory facilities, including personnel and equipment utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D3740 and ASTM E329, and shall be accredited by the American Association of Laboratory Accreditation (AALA), National Institute of Standards (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO), or other approved national accreditation authority.

2. Personnel performing concrete testing shall be certified by the American Concrete Institute (ACI) and National Institute for Certification in Engineering Technologies (NICET).

3.09 COMPLETION INSPECTION

A. The CQC System Manager shall conduct an inspection of the Work at the completion of all Work or any milestone established by a completion time stated in the Contract.

B. Punch list:
1. The CQC System Manager shall develop a punch list of items which do not conform to the Contract requirements.
2. Include punch list in the CQC report, indicating the estimated date by which the deficiencies will be corrected.
3. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have be corrected and so notify the Owner.
4. These inspections and any deficiency corrections required will be accomplished within the time stated for completion of the entire Work or any particular increment thereof if the Project is divided into increments by separate completion dates.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section
1. American Nursery and Landscape Association (ANLA): American Standards for Nursery Stock.
2. Federal Emergency Management Agency (FEMA).
3. National Fire Prevention Association (NFPA): 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations.
4. Telecommunications Industry Association (TIA): 568-C, Commercial Building Telecommunications Cabling Standard.
5. U.S. Department of Agriculture (USDA): Urban Hydrology for Small Watersheds.
6. U.S. Weather Bureau: Rainfall-Frequency Atlas of the U.S. for Durations from 30 Minutes to 24 Hours and Return Periods from 1 to 100 years.

1.02 SUBMITTALS

A. Informational Submittals:
1. Copies of permits and approvals for construction as required by Laws and Regulations and governing agencies.
2. Site Utilization Plan:
a. Access Roads: Routes, cross-sections, and drainage facilities.
b. Parking area plans.
c. Contractor’s field office, storage yard, and storage building plans, including gravel surfaced areas.
d. Fencing and protective barrier locations and details.
e. Engineer’s field office plans.
f. Staging area location plan.
g. Traffic and pedestrian control and routing plans: As specified herein, and proposed revisions thereto.
h. Plan for maintenance of existing operations.
3. Temporary Control Submittals:
a. Noise control plan.
b. Dust control plan.
c. Plan for disposal of waste materials and intended haul routes.

1.03 MOBILIZATION

A. Mobilization shall include, but not be limited to, these principle items:
1. Obtaining required permits.
2. Moving Contractor’s field office and equipment required for first month.

3. Installing temporary construction power, wiring and lighting facilities.
4. Providing onsite communication facilities, including telephones.
5. Providing onsite sanitary facilities and potable water facilities as specified and as required by Laws and Regulations.
6. Arrange for and erection of, Contractor's work and storage yard.
7. Posting OSHA required notices and establishing safety programs and procedures.
8. Having Contractor's superintendent at the Site full-time.

B. Use area designated for Contractor's temporary facilities as shown on the Drawings or as directed by the Owner.

1.04 PROTECTION OF WORK AND PROPERTY

A. Comply with Owner's safety rules while on Owner's property.

B. Keep Owner informed of series onsite accidents and related claims.

C. Use of explosives: No blasting or use of explosives will be allowed onsite.

1.05 VEHICULAR TRAFFIC

A. Traffic Control Plan:
1. Adhere to traffic control plan reviewed and accepted by Engineer.
2. Changes to this plan shall be made only by written approval of appropriate public authority.
3. Secure approvals for necessary changes so as not to delay progress of the Work.

B. Traffic Routing Plan: Show sequences of construction affecting use of roadways, time required for each phase of the Work, provisions for decking over excavations and phasing of operations to provide necessary access, and plans for signing, barricading, and striping to provide passages for pedestrians and vehicles.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 TEMPORARY UTILITIES

A. Power:
1. No electric power is available at the Site. Make arrangements to obtain and pay for electrical power used until final payment and acceptance by

the Owner, unless otherwise recommended by the Engineer at Substantial Completion.

2. Cost of electric power shall be borne by the Contractor. No separate payment will be made.

B. Lighting: provide temporary lighting to meet applicable safety requirements to allow erection, application, or installation of materials and equipment, and observation or inspection of the Work.

C. Sanitary and Personnel Facilities: Provide and maintain facilities for Contractor's employees, Subcontractors, and other onsite employers' employees. Service, clean and maintain facilities and enclosures.

D. Fire Protection: Furnish and maintain on Site adequate firefighting equipment capable of extinguishing incipient fires. Comply with applicable parts of NFPA 241.

3.02 PROTECTION OF WORK AND PROPERTY

A. General:

1. Perform Work within right-of-way and easements in a systematic manner that minimizes inconvenience to property owners and the public.
2. No residence or business shall be cut off from vehicular traffic for a period exceeding 4 hours, unless special arrangements have been made.
3. Maintain in continuous service existing oil and gas pipelines, underground power, telephone and communication cable, water mains, irrigation lines, sewers, poles and overhead power and other utilities encountered along the line of the Work, unless other arrangements satisfactory to the utility owners of have been made.
4. When completion of the Work requires temporary or permanent removal or relocation of existing utility, coordinate activities with utility owner and perform work to their satisfaction.
5. Protect, shore, brace, support, and maintain underground utility construction uncovered or otherwise affected by construction operations.
6. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
7. In areas where Contractor's operations are adjacent to or near a utility such as gas, telephone, television, electric power, water, sewer, or irrigation system, and such operations may cause damage or inconvenience, suspend operations until arrangements necessary for protection have been made by the Contractor.
8. Notify property owners and utility offices that may be affected by construction operation at least 2 days in advance. Before exposing a utility, obtain utility owner's permission. Should service of utility be interrupted due to Contractor's activity, notify proper authority immediately. Cooperate with said authority in restoring service as promptly as possible and bear costs incurred.

9. Do not impair operation of existing sewer system. Prevent construction material and pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering sewers, pump stations, and other utility structures.
10. Maintain original site drainage wherever possible.
11. No fuel or hazardous substances, in any amount, are permitted to be stored on the wellfield.

B. Barricades and Lights:
1. Provide as required by the NYS DOT Manual of Uniform Traffic Control Devices and in sufficient quantity to safeguard public and the Work.
2. Provide as necessary to prevent unauthorized entry to construction areas and affected roads, streets, and alley ways, inside and outside of fenced area, and as required to ensure public safety and the safety of the Contractor's employees, other employers' employees, and others who may be affected by the Work.
3. Provide to protect existing facilities and adjacent properties from potential damage.
4. Locate to enable access by facility operators and property owners.
5. Protect streets, roads, highways, and other public thoroughfares that are closed to traffic by effective barricades with acceptable warning signs.
6. Locate barricades at the nearest intersecting public thoroughfare on each side of the blocked section.
7. Illuminate barricades and obstructions with warning lights from sunset to sunrise.

C. Trees and Plantings:
1. Protect from damage and reserve trees, shrubs, and other plants outside limits of the Work and within limits of the Work, which are designated on Drawings to remain undisturbed.
   a. Where practical, tunnel beneath trees when on or near line of trench.
   b. Employ hand excavation as necessary to prevent tree injury.
   c. Do not stockpile materials or permit traffic within drip lines of trees.
   d. Provide and maintain temporary barricades around trees.
   e. Water vegetation as necessary to maintain health.
   f. Cover temporarily exposed roots with wet burlap and keep burlap moist until soil is replaced around roots.
   g. No trees, except those specifically shown on Drawings to be removed shall be removed without written approval of the Engineer.
   h. Dispose of removed trees in a legal manner offsite.
2. Balling and burlapping of trees indicated for replacement shall conform to recommended specifications set forth in the American Standards for Nursery Stock, published by the American Nursery and Landscape

Association. Balls shall be firm and intact and made-balls will not be accepted. Handle ball and burlap trees by ball and not by top.

3. In the event of damage to bark, trunks, limbs, or roots of plants that are not designated for removal, treat damage by corrective pruning, bark tracing, application of a heavy coating of tree paint, and other accepted horticultural and tree surgery practices.
4. Replace each plant that dies as a result of construction activities.

D. Existing Structures:
1. Where Contractor contemplates removal of small structures such as mailboxes, signposts, and culverts that interfere with the Contractor's operations, obtain approval of property owner and Engineer.
2. Move mailboxes to temporary locations accessible to postal service.
3. Replace items removed in their original location and a condition equal to or better than original.

E. Completed construction: Protect finished floors and concrete floors exposed as well as those covered with tile or other finish.

F. Waterways: Keep ditches, culverts, and natural drainages continuously free of construction materials and debris.

G. Dewatering:
1. Construct, maintain, and operate cofferdams, channels, flume drains, sumps, pumps, or other temporary diversion and protection works.
2. Furnish materials required, install, maintain, and operate necessary pumping and other equipment for the environmentally safe removal and disposal of water from the various parts of the Work. Maintain foundations and parts of the Work free from water.

H. Archeological Finds:
1. General: should finds of an archaeological or paleontological nature be made within the Site limits, immediately notify the Owner and Engineer and proceed in accordance with the General Conditions.
2. Archaeological Finds: Evidence of human occupation or use of an area within Contract limits. Evidence may consist of skeletons, stone, or other utensils, or evidence of habitations or structures.
3. Paleontological Finds: Evidence of prehistoric plant or animal life, such as skeletons, bones, fossils, or casts and other indications of such as pictographs.
4. Owner may order the Work stopped in other areas if, in the Owner's opinion, find is more extensive than may appear from uncovered material.
5. Protection of Finds:
   a. Cover, fence, or otherwise protect finds until notice to resume the Work is given.
   b. Cover finds with plastic film held in place by earth, rocks, or other weights placed outside the find. Should additional backfilling be

necessary for safety or to prevent caving, place backfill material loosely over plastic film.

c. Sheet or shore as necessary to protect excavations underway. Place temporary fence to prevent unauthorized access.

d. Dewater finds made below water table as necessary to protect construction Work underway. Divert groundwater or surface runoff away from find by ditching or other acceptable means.

6. Removal of Finds:

a. Finds are property of the Owner. Do no remove or disturb finds without Owner's written authorization.

b. Should Owner elect to have a find removed, provide equipment, labor, and material to permit safe removal of find without damage. Provide transportation for delivery to individuals, institutions, or other places as Owner may find desirable, expedient, or required by law.

I. Threatened and Endangered Species:

1. Take precautions necessary and prudent to protect native endangered and threatened flora and fauna.
2. Notify the Engineer of construction activities that may threaten threatened and endangered species or their habitats.
3. Engineer will mark areas know as habitats of threatened and endangered species prior to commencement of the Work.
4. Additional areas will be marked by Engineer as other habitats of threatened and endangered species become known during construction.

3.03 TEMPORARY CONTROLS

A. Air Pollution Control:

1. Minimize air pollution from construction operations.
2. Burning of waste materials, rubbish, or other debris will not be allowed onsite.
3. Conduct operations of dumping rock and of carrying rock away in trucks to cause a minimum of dust. Give unpaved streets, roads, detour, or haul roads used in construction area a dust-preventative treatment or periodically water to prevent dust. Strictly adhere to applicable environmental regulations for dust prevention.
4. Provide and maintain temporary dust-tight partitions, bulkheads, or other protective devices during construction to permit normal operation of existing facilities. Construct partitions of plywood, insulating board, plastic sheets, or similar material. Construct partitions in such a manner that dust and dirt from demolition and cutting will not enter other parts of existing building or facilities. Remove temporary partitions as soon as need no longer exists.

B. Noise control:

1. Provide acoustical barriers so noise emanating from tools or equipment will not exceed legal noise levels.
2. Noise Control Plan: Propose plan to mitigate construction noise and comply with noise control ordinances, including method of construction, equipment to be used, and acoustical treatments.

C. Water Pollution Control:
1. Divert sanitary sewage and non-storm waste flow interfering with construction and requiring diversion to sanitary sewers. Do not cause or permit action to occur which would cause an overflow to existing waterway.
2. Prior to commencing excavation and construction, obtain Owner's agreement with detailed plans showing procedures intended to manage and dispose of sewage, groundwater, and dewatering pump discharges.
3. Comply with Section 01 57 13, Temporary Erosion and Sediment Control, for storm water flow and surface runoff.
4. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.

D. Erosion, Sediment, and Flood Control: Provide, maintain, and operate temporary facilities as specified in Section 01 57 13, Temporary Erosion and Sediment Control, to control erosion and sediment releases, and to protect the Work and existing facilities from flooding during construction period.

3.04 STORAGE YARDS AND BUILDINGS

A. Coordinate requirements with Section 01 61 00, Common Product Requirements.

B. Temporary Storage Yards: Construct temporary storage yards for storage of products that are not subject to damage by weather conditions.

C. Temporary Storage Buildings:
1. Provide environmental control systems that meet recommendations of manufacturers of equipment and material stored.
2. Arrange or partition to provide security of contents and ready access for inspection and inventory.

3.05 ACCESS ROADS

A. Construct access roads as shown and within easements, rights-of-way, or Project limits. Alignments for new routes shall be approved by the Engineer.

B. Maintain drainage ways. Install and maintain culverts to allow water to flow beneath access roads. Provide corrosion-resistant culvert pipe of adequate strength to resist construction loads.

C. Provide gravel, crushed rock, or other stabilization material to permit access by all motor vehicles at all times.

D. Maintain road grade and crown to eliminate potholes, rutting, and other irregularities that restrict access.

E. Coordinate with Engineer detours and other operations affecting traffic and access. Provide at least 72 hours' notice to Engineer of operations that will alter site access.

F. Upon completion of construction, restore ground surface disturbed by access road construction to grades as shown on the Drawings.

3.06 PARKING AREAS

A. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Owner's operations, or construction operations.

B. Provide parking facilities for personnel working on the Project. No employee or equipment parking will be permitted on Owner's existing paved areas, except as specifically designated for Contractor's use.

C. Use area designated on Drawings or area as designated by the Owner for parking of Contractor's and Contractor's employees' vehicles.

3.07 VEHICULAR TRAFFIC

A. Comply with Laws and Regulations regarding closing or restricting use of public streets or highways. No public or private road shall be closed, except by written permission of proper authority. Ensure the least possible obstruction to traffic and normal commercial pursuits.

B. Conduct the Work to interfere as little as possible with public travel, whether vehicular or pedestrian.

C. Whenever it is necessary to cross, close, or obstruct roads, driveways, and walks, whether public or private, provide and maintain suitable and safe bridges, detours, or other temporary expedients from accommodation of public and private travel.

D. Road Closures: Maintain satisfactory means of exit for persons residing or having occasion to transact business along route of the Work. If it is necessary to close off roadway or alley providing sole vehicular access to property for periods greater than 2 hours, provide written notice to each owner so affected 3 days prior to such closure. In such cases, closing of up to 4 hours may be allowed. Closures of up to 10 hours may be allowed if a week's written notice is given and undue hardship does not result.

E. Maintenance of Traffic is not required if Contractor obtains written permission from Owner and tenant of private property, or from authority having jurisdiction over public property involved, to obstruct traffic at designated point.

F. In making street crossing, do not block more than one-half of the street at a time. Whenever possible, widen shoulder on opposite side to facilitate traffic flow. Provide temporary surfacing on shoulders as necessary.

G. Maintain top of backfilled trenches before they are paved, to allow normal vehicular traffic to pass over. Provide temporary access driveways where required. Cleanup operations shall follow immediately behind backfilling.

H. When flaggers and guards are required by regulation or when deemed necessary for safety, furnish them with approved orange wearing apparel and other regulation traffic control devices.

I. Provide snow removal to facilitate normal vehicular traffic on public or private roads affected by construction. Perform snow removal promptly and efficiently by means of suitable equipment whenever necessary for safety, and as may be directed by proper authority.

J. Notify fire department and police department before closing streets or portions thereof. Notify said departments when streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without written permission from the fire department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access. Furnish Contractor's night emergency telephone numbers to police department.

K. Temporary Bridges:
1. Construct temporary bridges at points where maintenance of traffic across pipeline construction is necessary.
2. Make bridges over public streets, roads, and highways acceptable to authority having jurisdiction.
3. Bridges erected over private roads and driveways shall be adequate for service to which they are subjected.
4. Provide substantial guide rails and suitably protected approaches.
5. Provide footbridges not less than 4 feet wide with handrails and uprights of dressed lumber.
6. Maintain bridges in place as long as conditions of the Work require their use for safety of public, except that when necessary for proper prosecution of the Work in immediate vicinity of the bridge. Bridge may be relocated or temporarily removed for such periods as Engineer may permit.

3.08 CLEANING DURING CONSTRUCTION

A. In accordance with the General Conditions, as may be specified in other specification sections, and as required herein.

B. Wet down exterior surfaces prior to sweeping to prevent blowing of dust and debris. At least weekly, sweep floors (basins, tunnels, platforms, walkways, roof surfaces), and pick up and dispose of debris.

C. Provide approved containers for collection and disposal of waste materials, debris, and rubbish off-site.

D. At least weekly, brush sweep entry drive, roadways and other streets and walkways affected by the Work and where adjacent to the Work.

END OF SECTION

SECTION 01 57 13

TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 SUMMARY

A. Scope:
   1. This section covers work necessary for stabilization of soil to prevent erosion during and after construction and land-disturbing activities.
   2. The Work shall include the furnishing of all labor, material, tools, and equipment to perform the Work and services necessary as herein specified and as indicated on the Drawings.
   3. This shall include installation, maintenance, and final removal of all temporary soil erosion and sediment control measures.

B. The minimum areas requiring soil erosion and sediment control measures are indicated on the Drawings.

C. The Owner or Engineer reserves the right to modify the use, location, and quantities of soil erosion and sediment control, based on the Contractor's activities.

D. See additional information noted on the Drawings.

1.02 GENERAL

A. Refer to General Conditions and Division 01, General Requirements, which contain information and requirements that apply to the Work specified herein and are mandatory requirements of for this Project.

B. All activities shall conform to the latest edition of the New York State Storm Water Management Design Manual, , the SPDES General Permit GP-0-20-001, and the Drawings. In the event of conflicting requirements, the more stringent requirements shall apply.

C. Soil erosion stabilization and sedimentation control consist of the following elements:
   1. Maintenance of existing permanent or temporary storm drainage piping and channel systems, as necessary.
   2. Construction of new permanent and temporary storm drainage piping and channel systems, as necessary.
   3. Construction of temporary erosion control facilities such as silt fences, check dams, etc.
   4. Topsoil and seeding:

a. Placement and maintenance of Temporary Seeding on all areas disturbed by construction.
b. Placement of permanent topsoil, fertilizer, and seed, etc. in all areas not occupied by structures or pavement, unless shown otherwise.

5. Soil Stabilization Seeding: Placement of fertilizer, seed, etc. in areas as specified hereinafter.

D. The Contractor shall be responsible for phasing and coordinating Work in areas allocated for respective use including proposed stockpile areas to restrict sediment transport. This will include installation of all temporary erosion and sediment control devices, ditches, or other facilities.

E. The areas set aside for the Contractor's use during the Project may be temporarily developed to provide satisfactory working, staging, and administrative areas for its exclusive use. Preparation of these areas shall be in accordance with other requirements contained within these Specifications and shall be done in a manner to control all sediment transport away from the area.

F. Sediment transport and erosion from working stockpiles shall be controlled and restricted from moving beyond the immediate stockpile area by installation of silt fence or fiber rolls and construction of temporary toe-of-slope ditches, as necessary. The Contractor shall keep these temporary facilities in operational condition by regular cleaning, regrading, and maintenance. Stockpiles remaining in place longer than 14 calendar days shall be considered permanent stockpiles for purposes of erosion and sediment control.

G. All permanent stockpiles shall be seeded with soil stabilization seed and protected by permanent 2-foot-minimum ditches, completely surrounding stockpiles and located within 10 feet of the toes of stockpile slopes.

H. The Contractor shall maintain all elements of the soil erosion and sediment control systems and facilities to be constructed during this Project for the duration of activity on the Project. Formal inspections made jointly by the Contractor and the Engineer shall be conducted every 2 weeks to evaluate the Contractor's conformance. These inspections shall be in addition to the daily inspections performed by the Contractor and the weekly inspections performed by the Engineer.

I. All silt traps shall be cleaned of collected sediment after every storm or as determined from weekly inspections. Cleaning shall be done in a manner that will not direct the sediment into the storm drain piping system. Removed sediment shall be taken to an area selected by the Engineer where it can be cleaned of sticks and debris, then allowed to dry. Final sediment and debris disposal shall be on-site, as directed by the Engineer.

J. Replacement or repair of failed or overloaded silt fences, check dams, or other temporary erosion control devices shall be accomplished by the Contractor within 2 days after receiving written notice from the Engineer.

K. Unpaved earth drainage ditches shall be re-graded as needed to maintain original grade and remove sediment buildup. If a ditch becomes difficult to maintain, the Contractor shall cooperate with the Engineer and install additional erosion control devices such as check dams, rolled erosion control product, or silt fences, as directed by the Engineer.

L. If the Contractor has not complied with any of the above maintenance efforts to the satisfaction of the Engineer within 2 working days after receiving written notification, the Owner shall have sufficient cause to engage others to perform any needed maintenance or cleanup, including removal of accumulated sediment at constructed erosion control facilities, and deduct from the Contractor's monthly partial payment the costs for such efforts, plus a $500 administrative fee.

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. In addition, the Contractor shall provide the following specific information:
1. Certificates of inspection of seed by State or Federal authorities and copies of delivery invoices or other proof of quantities of fertilizer.
2. Manufacturer's certificate of compliance attesting that the geotextile meets the requirements of these Specifications.

PART 2 - PRODUCTS

2.01 PERMANENT SEED

A. Seed for those areas where topsoil is to be applied shall be 20 lbs per acre Creeping Red Fescue, 20 lbs per acre Chewings Fescue, 10 lbs per acre Red Clover, and 5 lbs per acre Perennial Ryegrass.

2.02 SOIL STABILIZATION AND TEMPORARY SEED

A. Summer seed mix shall be Annual or Perennial Ryegrass.

B. Winter seed mix shall be Certified Aroostook Winter Rye (cereal rye).

2.03 TOPSOIL

A. Topsoil shall be as specified under Section 32 92 00, Turfs and Grasses.

2.04 FERTILIZER

A. Fertilizer shall be commercial, chemical type, uniform in composition, free-flowing, conforming to State and Federal laws, and suitable for application with equipment designed for that purpose.

B. State law prohibits the application of fertilizer between December 1 and April 1, and application within 20 feet of a surface water is restricted.

C. Fertilizers shall have a minimum percentage of plant food by weight for the following: Permanent fertilizer mix shall be 10 percent nitrogen, 10 percent phosphoric acid, and 10 percent potash.

D. Fertilizer with phosphate composition greater than 0.67 percent by weight may only be used if new lawn is being established or a soil test indicates that it is necessary. Projects located within watersheds with Enhanced Phosphorus Removal Standards may only use fertilizer with more than 0.67 phosphate with a valid soil test demonstrating need.

2.05 LIME

A. Ground dolomitic limestone not less than 85 percent total carbonates and magnesium, ground so that 50 percent passes through a 100-mesh sieve and 90 percent passes a 20-mes sieve. Coarser material will be acceptable provided the specified application rates are increased proportionately on the basis of quantities passing a 100-sieve.

B. Quantity of lime needed varies by soil pH. Apply in accordance with current edition of the New York State Standards and Specifications for Erosion and Sediment Control.

2.06 STRAW MULCH

A. Threshed straw of oats, wheat, barley, or rye, free from seed of noxious weeds, or clean salt hay applied at 2 tons per acre.

2.07 EROSION CONTROL BLANKETS

A. The erosion control blanket shall be a machine-produced mat of 70% agricultural straw and 30% coconut fiber matrix.

B. The blanket shall be of consistent thickness with the straw and coconut fiber evenly distributed over the entire area of the mat.

C. The blanket shall be covered on the top side with heavyweight photodegradable netting having ultraviolet additives to delay breakdown and an approximately 0.63-inch x 0.63-inch mesh.

D. The bottom side shall be covered with a lightweight photodegradable polypropylene netting having an approximate 1/2-inch x 1/2-inch mesh. The blanket shall be sewn together on 1.5-inch centers with degradable thread.

E. The erosion control blankets shall be SC150BN as manufactured by North American Green, or equivalent.

F. Material content:
1. Matrix: 70% Straw Fiber (0.35 lbs/sy).
2. 30% Coconut Fiber (0.15 lb/sy)
3. Netting Top: Heavyweight photodegradable with UV additives (3.0 lbs/1,000 sf).
4. Bottom: Lightweight photodegradable (1.50 lbs/1,000 sf).
5. Thread: Degradable.

G. The functional longevity of the erosion control blanket shall be approximately 24 months.

H. The blankets shall be manufactured with a colored line or thread stitched along both outer edges (approximately 2 – 5 inches from the edge) to ensure proper material overlapping.

I. All erosion control blankets shall be properly stored by the Contractor at the site per manufacturer's recommendations.

J. Blankets damaged during storage shall be replaced at the Contractor's expense.

PART 3 - EXECUTION

3.01 GENERAL

A. Install erosion and sediment control measures and maintain in accordance with the Drawings, and General Permit..

B. Provide and maintain Temporary Seeding at all times.

3.02 SEEDING

A. General:
1. The Contractor shall give at least 3 days' notice to the Engineer prior to seeding to allow the Owner to inspect the prepared areas. The Contractor shall rework all areas not approved for seeding to the Owner's satisfaction.
2. The Contractor shall keep the Engineer advised of schedule of operations.
3. Seed shall be clean, delivered in original, unopened packages and bearing an analysis of the contents, guaranteed 95 percent pure with minimum germination rate of 85 percent.

B. Schedules:
   1. Seeding shall be performed in accordance with the following schedule:
      a. Summer Seeding: From March 15 to June 15, and September 1 to October 15.
      b. Winter Seeding: All other times of year, except when weather conditions prohibit further construction operations as determined by the Engineer.

C. Soil Stabilization and Temporary Seeding:
   1. Soil stabilization seeding shall consist of the application of the following materials in quantities as further described herein for stockpiles and disturbed areas left inactive for more than 14 days:
      a. Lime.
      b. Fertilizer.
      c. Temporary seed mix at 30 pounds per acre for summer seed mix or 100 pounds per acre for winter seed mix.
      d. Mulch.
      e. Maintenance.
   2. Hydroseeding will be permitted as an alternative method of applying seed and associated soil conditioning agents described above. Submit hydroseeding application plan and methods prior to commencing work.
   3. Temporary Seeding shall be placed and maintained over all disturbed areas prior to Permanent Seeding. Maintain Temporary Seeding until such time as areas are approved for Permanent Seeding. As a minimum, maintenance shall include:
      a. Repair and re-seeding bare areas or re-disturbed areas.
      b. Mowing for stands of grass or weeds exceeding 6 inches in height.

D. Topsoil and Permanent Seeding:
   1. Topsoil and Permanent Seeding shall consist of the application of the following materials in quantities as further described herein:
      a. 4-inch depth of topsoil.
      b. Lime.
      c. Fertilizer.
      d. Permanent seed mix.
      e. Mulch.
   2. Topsoil shall be placed over all disturbed areas that are not surfaced with concrete, asphalt, or pavers.
   3. Preparation:
      a. After rough grading is completed and reviewed by the Engineer, Contractor shall spread topsoil as specified herein over all areas to received Permanent Seeding to a minimum compacted depth of 6 inches with surface elevations as shown. Loosen the finished surface to a depth of 2 inches and leave in smooth condition, free from depressions or humps, ready for seeding.
      b. Finish Grading:

1) Contractor shall rake the topsoiled area to a uniform grade such that all areas drain as indicated on the Contract Drawings.
2) Contractor shall remove all trash and all stones exceeding 1-inch in diameter from area to a depth of 2 inches.

4. Permanent Seed:
   a. After soil has been scarified, apply seed and other products at the rate and proportion specified below:
      1) Seed Mix: 55 pounds per acre.
      2) Fertilizer: In accordance with manufacturer's recommendations.
      3) Lime: Varies by soil pH. Apply in accordance with New York Standards and Specifications for Erosion and Sediment Control
      4) Water: as necessary.
5. Maintenance:
   a. Maintenance Period: Contractor shall begin maintenance immediately after each portion of permanent grass is planted and continue for 8 weeks after all planting is completed.
   b. Maintenance Operations: Contractor shall water to keep surface oil moist. Repair washed out areas by filling with topsoil, liming, fertilizing, and seeding. Replace mulch on banks when washed or blown away. Mow to 2 inches after grass reaches 3 inches in height, and mow frequently enough to keep grade from exceeding 3-1/2 inches. Weed by local spot application of selective herbicide only after first planting season when grass is established.
6. Guarantee:
   a. If, at the end of the 8-week maintenance period, a satisfactory stand of grass has not been produced, the Contractor shall renovate and re-seed the grass or unsatisfactory portions thereof immediately, or, if after October 15, during the next planting season. If a satisfactory stand of grass develops by July 1 or the following year, it will be accepted. If it is not accepted, a complete replanting will be required during the planting season meeting all of the requirements specified under paragraph Permanent Seed.
   b. A satisfactory stand of grass is defined as grass or section of grass that has a substantial establishment of new grass, strongly rooted, and uniformly green in appearance from a distance of 50 feet, with no noticeable thin or bare areas as determined by the Engineer.

END OF SECTION

SECTION 01 61 00

COMMON PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 DEFINITIONS

A. Products:
   1. New items for incorporation into the Work, whether purchased by Contractor for the Project, or taken from previously purchased stock, and may also include existing materials or components required for reuse.
   2. Includes the terms material, equipment, machinery, components, subsystem, system, hardware, software and terms of similar intent and is not intended to change meaning of such other terms used in the Contract Documents, as those terms are self-explanatory and have well recognized meanings in the construction industry.
   3. Items identified by manufacturer's product name, including make or model designation, indicated in manufacturer's published product literature, that is current as of the date of the Contract Documents.

1.02 DESIGN REQUIREMENTS

A. Where Contractor design is specified, design of installation, systems, equipment and components, including support and anchorage shall be in accordance with the provision of the latest edition of the New York State Uniform Code.

1.03 ENVIRONMENTAL REQUIREMENTS

A. Altitude: Provide materials and equipment suitable for installation and operation under rated conditions nominally at 510 feet above sea level.

1.04 PREPARATION FOR SHIPMENT

A. When practical, factory-assemble products. Mark or tag separate parts and assemblies to facilitate field-assembly. Cover machined and unpainted parts that may be damaged by the elements with strippable protective coating.

B. Package products to facilitate handling and protect from damage during shipping, handling, and storage. Mark or tag outside of each package or crate to indicate its purchase order number, bill of lading number, contents by name, name of Project or Contractor, equipment number, and approximate weight. Include complete packing list and bill of materials with each shipment.

C. Extra Materials, Special Tools, Test Equipment and Expendables:
   1. Furnish as required by individual Specification sections.
   2. Schedule:

a. Ensure that shipment and delivery occur concurrently with shipment of associated equipment.
b. Transfer to Owner shall occur immediately subsequent to Contractor's acceptance of equipment from Supplier.

3. Packaging and Shipment:
a. Package and ship extra materials and special tools to avoid damage during long-term storage in original containers insofar as possible, or in appropriately-sized hinged cover, wood, plastic or metal box.
b. Prominently display on each package, the following:
1) Manufacturer's part nomenclature and number, consistent with Operation and Maintenance Data identification system.
2) Applicable equipment description.
3) Quantity of parts in package.
4) Equipment manufacturer.
5) Supplier if different from equipment manufacturer.

D. Equipment Delivery: Contractor shall coordinate delivery schedules with respective Suppliers.

E. Factory Test Results: Reviewed and accepted by Engineer before product shipment as required in individual Specification sections.

1.05 DELIVERY AND INSPECTION

A. Deliver products in accordance with accepted current Progress Schedule and coordinate to avoid conflict with the Work and conditions at the Site. Deliver anchor bolts and templates sufficiently early to permit setting prior to placement of structural concrete.

B. Deliver products in undamaged condition, in manufacturer's original container or packaging, with identifying labels intact and legible. Include on label, date of manufacture and shelf life, where applicable.

C. Unload products in accordance with manufacturer's instructions for unloading or as specified. Record receipt of products at the Site. Promptly inspect for completeness and evidence of damage during shipment.

D. Remove damaged products from Site and expedite deliver of identical new undamaged products, and remedy incomplete or lost products to provide that specified, so as not to delay progress of the Work.

1.06 HANDLING, STORAGE, AND PROTECTION

A. Handle and store products in accordance with manufacturer's written instructions and in a manner to prevent damage. Provide manufacturer's recommended maintenance during storage, installation, and until products are accepted for use by Owner.

B. Manufacturer's instructions for material requiring special handling, storage, or protection shall be provided prior to delivery of material.

C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration. Keep running account of products in storage to facilitate inspection and to estimate progress payments for products delivered, but not installed in the Work.

D. Store electrical, instrumentation, and control products, and equipment with bearings in weather-tight structures maintained above 60 degrees F, and relative humidity at least five degrees above the dew point. Protect electrical, instrumentation, and control products, and insulate against moisture, water and dust damage. Connect and operate continuously space heaters furnished in electrical equipment.

E. Store fabricated products above ground on blocking or skids, and prevent soiling or staining. Store loose granular materials in well-drained area on solid surface to prevent mixing with foreign matter. Cover products that are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.

F. Store finished products that are ready for installation in dry and well-ventilated areas. Do not subject to extreme changes in temperature or humidity.

G. After installation, provide coverings to protect products from damage due to traffic and construction operations. Remove coverings when no longer needed.

H. Provide offsite storage and protection when storage and protection cannot be provided on Site.

I. Hazardous Materials: Prevent contamination of personnel, storage area, and Site. Meet requirements of product specification, codes and manufacturer's instructions.

1.07 GUARANTEES

A. Manufacturer Warranties During Correction Period:
   1. Where indicated in the individual Specification sections, provide a one year manufacturer warranty made out in the name of the Owner, coinciding with the correction period defined in General Conditions Article 15.08 for the particular piece of equipment and/or equipment System.
   2. One copy of each manufacturer warranty shall be provided to both Owner and Engineer within 30 days of successful completion of Startup.
   3. All requirements of the of the correction period defined in General Conditions Article 15.08 shall apply to the manufacturer's warranty and the equipment Supplier obligations shall be the same as Contractor

obligations defined in General Conditions Article 15.08 for the particular piece of equipment and/or equipment System covered by the warranty.

PART 2 - PRODUCTS

2.01 GENERAL

A. Provide manufacturer's standard materials suitable for service conditions, unless otherwise specified in the individual Specification sections.

B. Where the Specifications include a named manufacturer, with or without model number, and also include performance requirements, named manufacturer's products must meet the performance requirements.

C. Like items of products furnished and installed in the Work shall be end products of one manufacturer and of the same series or family of models to achieve standardization for appearance, operation and maintenance, spare parts and replacement, manufacturer's services, and implement same or similar process instrumentation and control functions in same or similar manner.

D. Equipment, Components, Systems, and Subsystems: Design and manufacture with due regard for health and safety of operation, maintenance, and accessibility, durability of parts, and shall comply with applicable OSHA, State and local health and safety regulations.

E. Regulatory Requirements: Coating materials shall meet Federal, State, and local requirements limiting the emission of volatile organic compounds and for worker exposure.

F. Special Tools and Accessories: Furnish to Owner, prior to placing in service, all accessories required to place each item of equipment in full operation. These accessory items include, but are not limited to, adequate oil and grease (as required for first lubrication of equipment after field testing), light bulbs, fuses, hydrant wrenches, valve keys, hand wheels, chain operators, special tools, and other spare parts as required for maintenance.

G. Lubricant: Provide initial lubricant recommended by equipment manufacturer in sufficient quantity to fill lubricant reservoirs and to replace consumption during testing, Startup, and operation until Substantial Completion or partial occupancy of portions of the Work.

2.02 FABRICATION AND MANUFACTURE

A. General:
   1. Manufacture parts to U.S.A. standard sizes and gauges.
   2. Two or more items of the same type shall be identical, by the same manufacturer, and interchangeable.

3. Design structural members for anticipated shock and vibratory loads.
4. Use 1/4-inch minimum thickness for steel that will be submerged, wholly or partially, during normal operation.
5. Modify standard products as necessary to meet performance specifications.

2.03 SOURCE QUALITY CONTROL

A. Where Specifications allow for factory testing to be witnessed by the Engineer, notify Engineer not less than 14 days prior to proposed test date, unless otherwise specified.

B. Calibration Instruments: Bear the seal of a reputable laboratory certifying instrument has been calibrated within the previous 12 months to a standard endorsed by the National Institute of Standards and Technology (NIST).

C. Factory Tests:
   a. Perform in accordance with accepted test procedures as supplemented in the Contract Documents.
   b. Document successful completion.

PART 3 - EXECUTION

3.01 INSPECTION

A. Inspect materials and equipment for signs of pitting, rust decay, or other deleterious effects of storage.

B. Do not install material or equipment showing such effects.

C. Remove damaged material or equipment from the Site and expedite delivery of identical new material or equipment.

D. Delays to the Work resulting from material or equipment damage that necessitates procurement of new products will be considered delay within the Contractor’s control.

3.02 INSTALLATION

A. Drawings show general locations of equipment, devices, and raceway, unless specifically dimensioned.

B. No shimming between machined surfaces is allowed.

C. Install the electrical components in accordance with National Electrical Contractors Association (NECA) National Electrical Installation Standards.

D. Repaint painted surfaces that are damaged prior to equipment acceptance.

E. Do not cut or notch any structural member or building surface without specific approval of Engineer.

F. Handle, install, connect, clean, condition, and adjust products in accordance with manufacturer's instructions, and as may be specified. Retain a copy of manufacturers' instructions at the Site, available for review at all times.

3.03 FIELD FINISHING

A. In accordance with Manufacturer's recommendations.

3.04 ADJUSTMENT AND CLEANING

A. Perform required adjustments, tests, operational checks, and other startup activities.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUBMITTALS

A. Informational Submittals:
1. Submit prior to application for payment:
a. Record documents: as required in the General Conditions, and as specified herein.
b. Approved shop drawings and samples: As required in the General Conditions.
c. Special bonds, Special Guarantees, and Service Agreements.
d. Consent of Surety to Final Payment: as required in the General Conditions.
e. Releases or waivers of liens and claims: As required in the General Conditions.
f. Releases from Agreements.
g. Final Application for Payment: Submit in accordance with Section 01 29 00, Payment Procedures.
h. Extra materials: as required by the individual specification sections.

1.02 RECORD DOCUMENTS

A. Quality assurance:
1. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain record documents.
2. Accuracy of Records:
a. Coordinate changes within record documents, making legible and accurate entries on each sheet of Drawings and other documents where such entry is required to show change.
b. Purpose of Project Record documents is to document factual information regarding aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive Site measurement, investigation, and examination.
3. Make entries within 24 hours after receipt of information that a change in the Work has occurred.
4. Prior to submitting each request for progress payment, request Engineer’s review and approval of current status of record documents. Failure to properly maintain, update, and submit record documents may result in a deferral by Engineer to recommend whole or any part of Contractor’s application for Payment, either partial or final.

1.03 RELEASES FROM AGREEMENTS

A. Furnish Owner written releases from property owners or public agencies where side agreements or special easements have been made, or where Contractor's operations have not been kept within the Owner's construction right-of-way.

B. In the event the Contractor is unable to secure written releases:
   1. Inform the Owner of the reasons.
   2. Owner or its representatives will examine the Site, and Owner will direct Contractor to complete the Work that may be necessary to satisfy terms of side agreement or special easement.
   3. Should the Contractor refuse to perform this Work, the Owner reserves the right to complete the Work under separate contract and deduct cost of same from the Contract Price, or require the Contractor to furnish a satisfactory bond in a sum to cover legal Claims for damages.
   4. When Owner is satisfied that the Work has been completed in accordance with the Contract Documents and terms of side agreement or special easement, right is reserved to waive requirement for written release if:
      a. Contractor's failure to obtain such statement is due to grantor's refusal to sign and this refusal is not based on any legitimate claim that the Contractor has failed to fulfill terms of the side agreement or special easement, or
      b. The Contractor is unable to contact or has had undue hardship in contacting the Grantor.

PART 2 - PRODUCTS

(Not used)

PART 3 - EXECUTION

3.01 MAINTENANCE OF RECORD DOCUMENTS

A. General:
   1. Revise approved shop drawings to reflect as-built conditions, including control logic, interlocks, fail-safes, etc.
   2. Record information concurrently with construction progress and within 24 hours after receipt of information that a change has occurred. Do not cover or conceal Work until required information is recorded.

B. Preservation:
   1. Maintain documents in a clean, dry, legible condition and in good order. Do no use record documents for construction purposes.
   2. Make documents and Samples available at all times for inspection and review by the Engineer.

C. Making Entries on Drawings:
   1. Date entries.
   2. Call attention to entry by revision “cloud” drawn around area or areas affected.
   3. Legibly mark to record actual changes made during construction, including, but not limited to:
      a. Depths of various elements of foundation in relation to finished first floor data if not shown or where depth differs from that shown.
      b. Horizontal and vertical locations of existing and new underground facilities and appurtenances, and other underground structures, equipment, or Work. Reference to at least two measurements to permanent surface improvements.
      c. Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.
      d. Changes made by addendum, field order, work change directive, change order, and Engineer’s written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.
   4. Dimensions on Schematic Layouts: Show on record drawings by dimension, the centerline of each run of items such as are described in previous subparagraphs above.
      a. Clearly identify the item by accurate note such as “cast iron drain”, “galvanized water”, etc.
      b. Show, by symbol or note, vertical location of item (“under slab”, “in ceiling plenum”, etc).
      c. Make identification so descriptive that it may be related reliably to specifications.

3.02 FINAL CLEANING

A. At completion of the Work or of a part thereof and immediately prior to Contractor’s request for certificate of Substantial Completion, or if no certificate is issued, immediately prior to Contractor’s notice of completion, clean entire Site or parts thereof, as applicable.

B. Inspect all grades and adjust to match contract requirements.

C. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to the Owner.

D. Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.

E. Broom clean exterior paved driveways and parking areas.

F. Hose clean sidewalks, loading areas, and others contiguous with principal structures.

G. Rake clean all other surfaces.

H. Leave water courses, gutters, and ditches open and clean.

END OF SECTION

SECTION 31 05 13

SOILS FOR EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:
   1. General Fill.
   2. Select General Fill
   3. Topsoil

1.02 REFERENCE STANDARDS

A. The following is a list of standards that may be referenced in this section:
   1. ASTM International (ASTM):
      a. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort.
      b. D2487, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
      c. D4318, Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
      d. D4972, Standard Test Method for pH of Soils.
      e. D6913, Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis.
      f. D6938, Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods.
      g. D7928, Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis.
      h. F1647, Standard Test Methods for Organic Matter Content of Athletic Field Rootzone Mixes.

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. Action submittals:
   1. Submit gradations and sieve analyses, Atterberg limits, and Proctor densities to demonstrate conformance with these requirements.
   2. Submit name of imported materials source.
   3. Submit mineral analysis and nutrient content.

C. Informational submittals:
   1. Copies of agreements between Contractor and private landowner accepting spoil material.

1.04 QUALITY ASSURANCE

A. Furnish each General Fill and topsoil material from single source throughout Work.

PART 2 - PRODUCTS

2.01 FILL AND BACKFILL MATERIALS

A. Material specifications included herein are designated as “fill” materials and apply to both fill and backfill unless otherwise specified.

B. General Fill:
1. Excavated and reused material, graded.
2. Free of lumps larger than 3 inches, rocks larger than 4 inches in any dimension, debris, roots wood, scrap material, vegetable matter, refuse, soft unsound particles, frozen deleterious, or other objectionable materials.
3. Conforming to ASTM D2487 Group Symbol GW, GM, GC, SW, SM, or ML, or as otherwise approved by the Engineer.

C. Imported General Fill:
1. Bank run gravel, conforming to NYSDOT 733-11.
2. Percent passing by weight per sieve size:
a. 4-inch: 100.
b. No. 40: 0 to 70.
c. No. 200: 0 to 15.

D. Borrow Material: When insufficient job-excavated material is available, off-site borrow material meeting the requirements of General Fill and Imported General Fill may be used.

2.02 TOPSOIL MATERIALS

A. Native topsoil:
1. Excavated and reused material, graded.
2. Free of roots, rocks larger than 2 inch, subsoil, debris, large weeds and foreign matter.
3. Screening: Double screened.
4. Conforming to ASTM D2487 Group Symbol OH or PT.
5. Acidity range (pH) of 5.0 to 7.0.
6. Containing minimum of 2 percent and maximum of 20 percent organic matter.

B. Imported topsoil:
1. Imported borrow, from approved borrow site.
2. Friable loam.

3. Reasonably free of roots, rocks larger than 2 inch, subsoil, debris, large weeds, and foreign matter.
4. Screening: Double screened.
5. Acidity range (pH) of 5.0 to 7.0.
6. Containing minimum of 2% and a maximum of 20% of organic material.
7. Conforming to ASTM D2487 Group Symbol OH or PT.

2.03 SOURCE QUALITY CONTROL

A. Furnish materials of each type from the same source throughout Work.

B. Testing and analysis of topsoil: Perform in accordance with ASTM D2487, ASTM F1647, and ASTM D4972.

C. When tests indicate materials do not meet specified requirements, change material and retest.

D. Furnish materials of each type from same source throughout Work.

PART 3 - EXECUTION

3.01 EXCAVATION

A. Excavate subsoil and/or topsoil from areas designated.

B. All sod cut during excavation shall be removed and stored during construction so as to preserve the grass growth, and shall be replaced in position on completion of the Work.

C. Stockpile excavated material meeting requirements for General Fill materials and topsoil materials.

D. Remove excess excavated materials not intended for reuse from the Site.

E. All spoil materials shall be lawfully disposed off-site at appropriate locations selected and obtained by Contractor.

F. No environmentally sensitive areas shall be used for spoil areas.

G. Comply with requirements for stockpile storage included in the SWPPP.

H. A copy of the signed agreement between the property owner and Contractor granting permission to deposit spoil shall be submitted to Engineer prior to placement.

I. Remove excavated materials not meeting requirements for General Fill materials, and topsoil materials from the Site.

3.02 HAULING MATERIAL

A. When it is necessary to haul material over the streets or pavements, Contractor shall provide suitable tight vehicles so as to prevent deposits on the streets or pavements.

B. In all cases where any materials are dropped from the vehicles, Contractor shall clean up the same at least daily or as often as directed and keep the crosswalks, streets and pavements clean and free from dirt, mud, stone and other hauled materials.

3.03 STOCKPILING

A. Stockpile materials on Site at locations designated and approved by Engineer and as otherwise required by Contract Documents.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. All excavation materials shall be stored in locations as to not endanger the Work, and so that easy access may be had at all times to all parts of the excavation.

D. Separate differing materials with dividers or stockpile apart to prevent mixing.

E. Stockpile topsoil 8 feet high, maximum.

F. Prevent intermixing of soil types or contamination.

G. Direct surface water away from stockpile sites to prevent erosion or deterioration of materials.

H. Stockpile unsuitable materials on impervious material and cover to prevent erosion and leaching, until disposed.

I. All excavated materials shall be kept clear of sidewalks, driveway entrances/exits, street crossings, and any other points that may inconvenience the public.

J. Special precautions must be taken to permit access at all times to fire hydrants, fire alarm boxes, police and fire department driveways, and other points of public convenience.

K. Where traffic is to be maintained, at least one-half of the street width must be kept open at all times.

L. Approved types of bridging across trenches shall be constructed and maintained where necessary.

M. Where conditions do not allow for storage of materials, materials excavated from the first 100 feet of any opening, or from such additional length as may be required, shall be removed from the street by Contractor as soon as excavated.

N. The material subsequently excavated shall be used to refill the trench where the utility has been built, provided it fulfills the requirements for fill materials.

O. If more material is excavated from any trench, excavation, or pit than can be refilled over the completed work or stored on the street, leaving space for traffic as herein provided, or within the limits of the right-of-way, the excess material shall be spoiled at locations selected and obtained by Contractor.

P. When the facility is complete, Contractor shall bring back adequate amounts of satisfactory excavated materials as may be required to properly refill the trenches, excavations, or pits.

Q. If directed by Engineer, Contractor shall refill such trenches, excavations, or pits with special backfill or other suitable materials, and excess excavated materials shall be disposed as spoil.

3.04 STOCKPILE CLEANUP

A. Remove stockpile, leave area in clean and neat condition. Grade Site surface to prevent free standing surface water.

B. When borrow area is indicated, leave area in clean and neat condition.

C. Grade Site surface to prevent free standing surface water.

END OF SECTION

SECTION 31 05 16

AGGREGATES FOR EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes material requirements and gradations for all unbound aggregates required by the Contract Documents.

B. Aggregate mixes including in this specification include:
1. Granular Fill.
2. Pipe Bedding.
3. Structural Fill.
4. Drainage Fill.
5. Sand Fill.
6. Stone Dust Topping.

1.02 REFERENCE STANDARDS

A. The following is a list of standards that may be referenced in this Section:
1. American Association of State Highway Transportation Officials (AASHTO):
a. M147, Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses.
b. T180, Standard Specification for Moisture-Density Relations of Soils Using a 10-lb Rammer and a 18-in. Drop.
2. ASTM International (ASTM):
a. C88, Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
b. C136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
c. D698, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3).
d. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3).
e. D2487, Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
f. D4318, Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. Materials Source: Name of imported materials Suppliers.

1.04 QUALITY ASSURANCE

A. Furnish each aggregate material from single source throughout Work.

PART 2 - PRODUCTS

2.01 GENERAL

A. All granular materials shall be free from ice or frost, as well as any organic or other deleterious materials.

B. The quality of the gravel or stone particles shall be demonstrated per ASTM C88.

C. The maximum weight loss at four (4) cycles shall be 20 percent.

2.02 MATERIALS – NYS

A. Granular Fill:
1. Crusher run gravel, conforming to NYSDOT 733-04, Type 2.
2. Percent passing by weight per sieve size:
a. 2-inch: 100.
b. 1/4-inch: 25 to 65.
c. No. 40: 5 to 40.
d. No. 200: 0 to 10.

B. Pipe Bedding:
1. Shall consist of clean, sound, crushed stone and shall be free from coatings.
2. Conform to NYSDOT 703-02 for coarse aggregate requirements.
3. NYSDOT No. 1 Stone Gradation, Table 703-4:
a. Percent passing by weight per sieve size:
1) 1 inch: 100.
2) 1/2 inch: 90 to 100.
3) 1/4 inches: 0 to 15.
4) No. 200: 0 to 1.

C. Select Structural Fill:
1. Shall consist of clean, sound crushed stone and shall be free from coatings.
2. Shall conform to NYSDOT 703-02 for coarse aggregate requirements.
3. NYSDOT No. 2 Stone Gradation, Table 703-4:
a. Percent passing by weight per sieve size:
1) 1-1/2 inch: 100.
2) 1 inch: 90 to 100.
3) 1/2 inch: 0 to 15.
4) No. 200: 0 to 1.

2.03 SOURCE QUALITY CONTROL

A. Coarse Aggregate Material, Testing and Analysis: Perform sieve analysis, plasticity index, and soundness tests in accordance with ASTM C136, ASTM D4318.

B. When tests indicate materials do not meet specified requirements, change material and retest at Contractor’s expense.

PART 3 - EXECUTION

3.01 HAULING MATERIAL

A. When it is necessary to haul material over the streets or pavements, Contractor shall provide suitable tight vehicles so as to prevent deposits on the streets or pavements.

B. In all cases where any materials are dropped from the vehicles, Contractor shall clean up the same at least daily or as often as directed and keep the crosswalks, streets and pavements clean and free from dirt, mud, stone and other hauled material.

3.02 STOCKPILING

A. Stockpile materials on Site at locations designated on the Drawings, the SWPPP, or as otherwise approved by Engineer.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. Separate different aggregate materials with dividers or stockpile individually to prevent mixing.

D. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

E. Stockpile unsuitable materials on impervious material and cover to prevent erosion and leaching, until disposed.

3.03 STOCKPILE CLEANUP

A. Remove stockpile, leave area in clean and neat condition.

B. Grade Site surface to prevent free standing surface water.

END OF SECTION

SECTION 31 05 19.13

GEOTEXTILES FOR EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

A. This section includes performance and material requirements of geotextile underlayments as called on the Drawings, including:
   1. Filter fabric.
   2. Soil stabilization fabric.

1.02 REFERENCE STANDARDS

A. The following is a list of standards which may be referenced in this section:
   1. American Association of State Highway and Transportation Officials (AASHTO):
      a. M288, Standard Specification for Geotextile Specification for Highway Applications.
   2. ASTM International (ASTM):
      a. D4355, Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus.
      b. D4491, Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
      c. D4533, Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
      d. D4632, Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
      e. D4751, Standard Test Method for Determining Apparent Opening Size of a Geotextile.
      f. D4833, Standard Test Method for Index Puncture Resistance of Geomembranes and Related Products.
      g. D4873, Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples.
      h. D4884, Standard Test Method for Strength of Sewn or Bonded Seams of Geotextiles.
      i. D4886, Standard Test Method for Abrasion Resistance of Geotextiles (Sand Paper/Sliding Block Method).
      j. D6524, Standard Test Method for Measuring the Resiliency of Turf Reinforcement Mats (TRMs).
      k. D6525, Standard Test Method for Measuring Nominal Thickness of Rolled Erosion Control Products.
      l. D6566, Standard Test Method for Measuring Mass per Unit Area of Turf Reinforcement Mats.

m. D6567, Standard Test Method for Measuring the Light Penetration of a Turf Reinforcement Mat (TRM).
n. D6575, Standard Test Method for Determining Stiffness of Geosynthetics Used as Turf Reinforcement Mats (TRMs).
o. D6818, Standard Test Method for Ultimate Tensile Properties of Rolled Erosion Control Products.

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. Action submittals:
1. Product Data:
a. Manufacturer information including tensile strength, elongation, thickness, UV resistance, and other material specifications.
2. Manufacturer's Certificate: Products meet or exceed specified requirements.
3. Manufacturer Instructions: Installation requirements, including storage and handling procedures.

1.04 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years' documented experience.

B. Installer: Company specializing in performing Work of this Section with minimum three years of experience.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Comply with Section 01 61 00, Common Product Requirements.

B. Inspection: Accept materials on Site in Manufacturers' original packaging and inspect for damage.

C. Comply with ASTM D4873.

D. Store materials according to manufacturer instructions.

E. Protection:
1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
2. Provide additional protection according to manufacturer instructions.

1.06 WARRANTY

A. The Contractor shall obtain and submit to the Owner from the manufacturer a standard warranty provided for the geotextiles.

B. The warranty shall guarantee that the geotextile shall remain free from defects for a minimum of one (1) year from the date of substantial completion of the project.

C. The Engineer will review the warranty for completeness prior to the Owner accepting its provisions.

PART 2 - PRODUCTS

2.01 FILTER FABRIC

A. Description: Non-woven polypropylene, needle-punched fabric.

B. Performance and design criteria:
1. Weight: 4.5 oz / sq. yd., per ASTM D5261.
2. Grab tensile: 120 lbs, per ASTM D4632.
3. Grab elongation: 50%, per ASTM D4632.
4. Trapezoidal tear strength: 50 lbs, per ASTM D4533.
5. CBR puncture Resistance: 340 lbs, per ASTM D6241.
6. Permittivity: 1.7 per second, per ASTM D4491.
7. Water flow: 120 gpm / sq ft.
8. AOS: No. 70 U.S. Sieve, per ASTM D4751.
9. UV Resistance: 70%, per ASTM D4355.

C. Manufacturer:
1. GEI Works.
2. Or approved equal.

2.02 SOIL STABILIZATION FABRIC

A. Description:
1. Non-biodegradable, UV-resistant, non-woven geotextile fabric.
2. Material: Polypropylene.
3. Edges: Selvaged or finished to prevent separation of outer material.
4. Calendar such that yarns will retain relative positions.

B. Performance and design criteria:
1. Comply with AASHTO M288.
2. Mass per unit area: 6.0 oz./sq. yd. in accordance with ASTM D5261.
3. Tensile Strength (Grab): 315 lbs.
4. Maximum Elongation (at Break): 15 percent, in accordance with ASTM D4632.
5. Trapezoidal Tear: 120 lbs., in accordance with ASTM D4533.
6. CBR puncture Resistance: 1000 lbs, per ASTM D6241.
7. Permittivity: 0.005 per second, per ASTM D4491.
8. Water flow: 4 gpm / sq ft.
9. AOS: No. 40 U.S. Sieve, per ASTM D4751.
10. UV Resistance (at 500 hours): 70%, in accordance with ASTM D4355.

C. Manufacturers:
1. U.S. Fabrics.
2. Or approved equal.

2.03 SEPARATION GEOTEXTILE FABRIC

A. Description:
1. Non-biodegradable, UV-resistant, woven geotextile fabric.
2. Material: Polypropylene.
3. Calendar such that yarns will retain relative positions

B. Performance and design criteria:
1. Mass per unit area: 4.0 oz./sq. yd. in accordance with ASTM D5261.
2. Tensile Strength (Grab): 200 lbs.
3. Maximum Elongation (at Break): 15 percent, in accordance with ASTM D4632.
4. Trapezoidal Tear: 75 lbs., in accordance with ASTM D4533.
5. CBR puncture Resistance: 700 lbs, per ASTM D6241.
6. Permittivity: 0.05 per second, per ASTM D4491.
7. Water flow: 5 gpm / sq ft.
8. AOS: No. 40 U.S. Sieve, per ASTM D4751.
9. UV Resistance (at 500 hours): 70%, in accordance with ASTM D4355.

C. Manufacturers:
1. Mirafi 500X
2. Or approved equal.

2.04 ACCESSORIES

A. Sewing thread: Durability equal to or greater than durability of geotextile.

2.05 SOURCE QUALITY CONTROL

A. Certificate of Compliance:
1. If manufacturer is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at manufacturer's facility conforms to Contract Documents.
2. Specified shop tests are not required for Work performed by approved manufacturer.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that underlying surface is smooth and free of ruts or protrusions that could damage geotextile material.

3.02 PREPARATION

A. Subgrade Material and Compaction Requirements: As specified in Section 31 22 13, Subgrade Preparation.

3.03 INSTALLATION

A. Geotextile material:
   1. Lay and maintain smooth and free of tensile stresses, folds, wrinkles, or creases.
   2. Ensure that material is in direct contact with subgrade.
   3. Orient with long dimension of each sheet parallel to direction of slope.
   4. Minimum unseamed joints overlap: 18 inches.

B. Sand bags: Secure all geotextiles with sandbags, or an equivalent approved anchoring system.

C. Seams:
   1. Minimum seamed joints overlap: 18 inches at longitudinal and transverse joints.
   2. Seams across slope: Lap upper panel over lower panel.
   3. Side slopes:
      a. In all cases, seams on side slopes shall be parallel to the line of slope and sewn or fusion welded 5 feet from the toe-of-slope upward over the length of the slope and into the anchor trench.
      b. No horizontal seams shall be allowed on side slopes, except for patching.
   4. Sewn seams:
      a. Continuously sew seams on slopes greater than 10 percent.
      b. Stitch Type: As recommended by geotextile manufacturer.
      c. Tie off thread at the end of each seam to prevent unraveling.

D. Penetrations: As recommended by geotextile manufacturer.

E. Repairing damaged geotextiles:
   1. On slopes:
      a. A patch made from the same geotextile shall be double seamed into place; with each seam 1/4-inch to 3/4-inch apart and no closer than 1 inch from any edge.
      b. Should any tear exceed 10% of the width of the roll, that roll shall be removed from the slope and replaced.
   2. Flat slopes:
      a. A patch made from the same geotextile shall be spot-seamed in place with a minimum of 24 inches of overlap in all directions.
      b. Remove and replace geotextile rolls which cannot be repaired.

F. Fill and cover:
   1. Place fill to prevent tensile stress or wrinkles in geotextile.

2. Place fill from bottom of side-slopes upward.
3. Do not drop fill from height greater than 3 feet.

3.04 PROTECTION

A. Ballast: Provide adequate ballast to prevent uplift.

B. UV Exposure: Do not leave material uncovered for more than 14 days after installation.

C. Do not use staples or pins to hold geotextiles in place where located adjacent to other geosynthetic layers that could be damaged.

D. Do not operate equipment directly on top of geotextile.

3.05 POST-CONSTRUCTION

A. Upon completion of installation, the Contractor shall submit to the Engineer:
1. All quality control documentation.
2. The warranty obtained from the Manufacturer/Fabricator.

END OF SECTION

SECTION 31 10 00

SITE CLEARING

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes the performance and material requirements to clear the Site of rubbish, debris, vegetation, pavements called for demolition, and other preparatory necessary make ready the Site for improvements as shown on the Drawings.

B. Site clearing includes, but is not limited to the removal of the following features:
   1. Surface debris.
   2. Designated paving, curbs, gutters, and sidewalks.
   3. Designated trees, shrubs, and other vegetation.
   4. Abandoned buried and overhead utilities.
   5. Scalping topsoil.

1.02 DEFINITIONS

A. Interfering or Objectionable Material: Trash, rubbish, and junk, vegetation and other organic matter, whether alive, dead or decaying; topsoil.

B. Clearing: Removal of interfering or objectionable material lying on or protruding above the ground surface.

C. Grubbing: Removal of vegetation and other organic matter including stumps, buried logs, and roots greater than 2-inch caliper to a depth of 6 inches below grade.

D. Stripping: Removal of topsoil remaining after applicable scalping is completed.

E. Project Limits: Areas, as shown or specified, within which Work is to be performed.

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. Action submittals:
   1. Product Data: Submit data for all proposed herbicides. Indicate compliance with applicable codes for environmental protection.
   2. Submit applicator’s license, where applicable.

1.04 QUALITY ASSURANCE

A. Conform to applicable New York State Department of Environmental Conservation code for environmental requirements, disposal of debris, and use of herbicides.

B. Obtain Engineer's approval of staked clearing, grubbing, and stripping limits prior to commencement of activities.

1.05 SCHEDULING AND SEQUENCING

A. Prepare Site only after adequate erosion and sediment controls are in place.

B. Limit areas exposed uncontrolled to erosion during installation of temporary erosion and sediment controls to a maximum of 0.5 acres.

C. Schedule tree clearing, topping, and pruning to coincide with conservation windows for threatened and endangered species identified within the Project limits.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Herbicide: broad-spectrum systemic type, approved by authority having jurisdiction.

PART 3 - EXECUTION

3.01 GENERAL

A. Comply with 16 NYCRR 753 and call UDIG NY service at 811 not less than three working days before performing Work. Request underground utilities to be located and marked within and surrounding construction areas.

B. Coordinate activities with utility owners.

C. Clear, grub, and strip areas actually needed for waste disposal, borrow, or Site improvements within the limits shown or specified.

D. Do not injure or deface vegetation that is not designated for removal.

E. Locate, identify, and protect utilities indicated to remain.

F. Protect bench marks, survey control points, and existing structures from damage or displacement.

G. Do not burn or bury materials on site.

H. Leave site in clean condition.

3.02 LIMITS

A. As follows, but not to extend beyond the Project limits:
   1. Excavation excluding trenches 5 feet beyond top of cut slopes.
   2. Trench excavation: 4 feet from trench centerline, regardless of actual trench width.
   3. Fill:
      a. See Clearing Limits as specified on Drawings.
   4. Waste disposal:
      a. Clearing: See Clearing Limits as specified on Drawings.
      b. Grubbing: around perimeter of the Project limits, as necessary for neat, finished appearance.
   5. Structures: 15 feet outside of new structures.
   6. Roadways: Clearing and grubbing 30 feet from roadway shoulders.
   7. Overhead utilities: Clearing and grubbing entire width of easement and rights-of-way.
   8. Underground utilities:
      a. Clearing and grubbing: 5 feet outside of excavated areas.
      b. Contractor is also responsible to clear any tree damaged, any tree that may die, or any tree that causes a potential hazard as a result of utility installation in the opinion of the Engineer.
   9. Other areas: As shown on the Drawings.

B. Remove rubbish, trash, and junk from entire area within the Project limits.

3.03 TEMPORARY REMOVAL OF INTERFERING PLANTINGS

3.04 CLEARING

A. Clear areas within limits shown or specified.

B. Fell trees so that they fall away from facilities and vegetation not designated for clearing.

C. Remove all stumps in their entirety.

D. Cut off shrubs, brush, weeds, and grasses to within 2 inches of ground surface.

E. No removal or clearing of vegetation greater than 2.5” DBH shall be permitted between April 1 and October 31 for the protection of the Northern Long-Eared Bat.

3.05 GRUBBING

A. Grub areas within limits shown or specified.

3.06 SCALPING

A. NOT USED

3.07 STRIPPING

A. Strip areas within limits to minimum depths shown or specified.

B. Do not remove subsoil with topsoil.

C. Stockpile strippings, meeting the requirements of Section 32 92 00, Turf and Grasses, for topsoil, separately from other excavated material.

3.08 TREE REMOVAL OUTSIDE CLEARING LIMITS

A. Removal within Project limits:
   1. Dead, dying, leaning, or otherwise unsound trees that may strike and damage Project facilities in falling.
   2. Removal of trees outside of clearing limits must be approved by Engineer prior to work occurring.

B. Cut stumps off flush with ground, remove debris, and if disturbed, restore surrounding area to its original condition.

3.09 TREE TOPPING

A. Top trees adjacent to Project rights-of-way and easements for overhead utilities so remaining portion will not strike facilities in falling.

B. Where topping will remove more than 1/2 of the tree’s crown, remove the entire tree.

C. Treat wounds resulting from topping as specified in Section 32 93 00, Plants.

3.10 PRUNING

A. Remove branches below the following heights:
   1. 13 feet 6 inches above roadways and shoulders.
   2. 9 feet above sidewalks.
   3. 6 feet above roofs.

B. Prune in accordance with Section 32 93 00, Plants.

C. Excavated Spoils or Objectionable Material:
   1. Lawfully dispose of debris off-site.

2. Contractor is solely responsible for finding a disposal site and all costs associated with disposal.
3. Limit off-site disposal for excavated spoils or other debris to locations that are approved by Federal, State, and local authorities.

3.11 DISPOSAL

A. Clearing and grubbing debris:
   1. Lawfully dispose of debris off-site.
   2. Chipping:
      a. Woody debris may be chipped.
      b. Chips may be used for landscaping onsite as mulch .
      c. Maximum dimensions of chipped material used onsite shall be 1/4-inch by 2 inches.
      d. Dispose of chips that are unsaleable or unsuitable for landscaping or other uses with unchipped debris.
   3. Limit off-site disposal of clearing and grubbing debris to locations that are approved by Federal, State, and local authorities, and will not be visible from the Project.

B. Strippings:
   1. Dispose of strippings that are unsuitable for topsoil or that exceed quantity required for topsoil in disposal area.
   2. Stockpile topsoil in sufficient quantity to meet Project needs.
   3. Dispose of excess strippings as specified for clearing and grubbing.

END OF SECTION

SECTION 31 22 13

SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:
   1. Cutting, grading, filling, rough contouring, and compacting Site for structures, building pads, features, and roadways.

1.02 REFERENCES

A. The following is a list of standards which may be referenced in this section:
   1. ASTM International (ASTM):
      a. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort.
      b. D5519, Standard Test Methods for Particle Size Analysis of Natural and Man-Made Riprap Materials.
      c. D6913, Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis.
      d. D6938, Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods.
      e. D7928, Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Graded Soils Using the Sedimentation (Hydrometer) Analysis.

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. Informational submittals:
   1. Submit field Proctor curves for each subgrade soil type to be prepared.

1.04 DEFINITIONS

A. Optimum moisture content: As defined in Section 31 23 23, Fill.

B. Prepared ground surface: Ground surface after completion of clearing and grubbing, scalping of sod, stripping of topsoil, excavation to grade and scarification and compaction of subgrade.

C. Relative compaction: As defined in Section 31 23 23, Fill.

D. Subgrade: Layer of existing soil after completion of clearing, grubbing, scalping of topsoil prior to placement of fill, roadway structures or base for floor slab.

E. Proof-rolling: Testing of subgrade by compactive effort to identify areas that will not support the future loading without excessive settlement.

1.05 SCHEDULING AND SEQUENCING

A. Complete applicable Work specified in Section 31 10 00, Site Clearing, and Section 31 23 16, Excavation, prior to subgrade preparation.

B. Prepare subgrade when unfrozen and free of ice and snow.

1.06 QUALITY ASSURANCE

A. Notify the Engineer when subgrade is ready for compaction or proof-rolling or whenever compaction or proof-rolling is resumed after a period of extended inactivity.

PART 2 - PRODUCTS

(Not used)

PART 3 - EXECUTION

3.01 GENERAL

A. Verify survey bench mark and intended elevations for Work are as indicated.

B. Keep subgrade free of water, debris and foreign matter during compaction or proof-rolling.

C. Bring subgrade to proper grade and cross-section and uniformly compact surface.

D. Do not use sections of prepared ground as haul roads. Protect prepared subgrade from traffic.

E. Maintain prepared ground surface in finished condition until next course or lift is placed.

3.02 FIELD PROCTORS

A. Contractor shall collect representative samples of the subgrade soils to be prepared for improvement and send to an approved soils laboratory for

determination maximum consolidation and optimum moisture in accordance with ASTM D1557.

B. The Contractor shall determine optimum moisture and maximum density for each soil type incorporated into the Work and when the same subsoils are sourced from different suppliers.

3.03 PREPARATION

A. Comply with 16 NYCRR 753 and call UDIG NY not less than three working days before performing Work.

B. Request underground utilities to be located and marked within and surrounding construction areas.

C. Identify required lines, levels, contours, and datum.

D. Protect utilities and/or site features indicated to remain from damage.

E. Protect plant life, lawns, and other features remaining as portion of final landscaping.

F. Protect bench marks from excavating equipment and vehicular traffic.

3.04 SUBSOIL EXCAVATION

A. Excavate subsoil from areas to be further excavated, or regraded.

B. Do not excavate wet subsoil or excavate and process wet material to obtain optimum moisture content.

C. When excavating through roots, perform Work by hand and cut roots with sharp axe.

D. Stockpile subsoil in area designated on Site to depth not exceeding 8 feet and protect from erosion.

3.05 FILLING

A. Fill areas to contours and elevations with unfrozen materials.

B. Tolerances: Top surface of subgrade shall be filled to +/-0.10 foot from Plan elevation.

3.06 COMPACTION

A. Under Unpaved Areas:
   1. Three passes with three-wheeled power roller weighing approximately 10 tons.

2. Compact upper 6 inches to minimum of 90 percent of the Modified Proctor.

B. Under Pavement Structure, Floor Slabs on Grades, or Granular Fill Under Structures: Compact the 6-inch to minimum 95 percent of the Modified Proctor.

3.07 MOISTURE CONDITIONING

A. Acceptable subgrade moisture range shall be between +3% and -2% of Optimum Moisture, as determined by the field Proctor.

B. Dry subgrade: Add water, then mix to make moisture content uniform throughout.

C. Wet subgrade: Aerate material by blading, disking, harrowing, or other methods to hasten the drying process.

3.08 FIELD QUALITY CONTROL

A. Proof-roll subgrade with equipment specified herein to detect soft or loose subgrade or unsuitable material.

B. Suitability determination:
1. Test soft areas identified through proof-rolling for Optimum Moisture and density, per ASTM D6938.
2. Demonstrate that material meets the definition of General Fill per Section 31 05 13, Soils for Earthwork.
3. Unsuitable subgrade:
a. If moisture is within optimum tolerances established by the field Proctors and the material is still yielding under compactive effort, relative to adjacent subgrade, then the material will be deemed unsuitable.
b. Notify the Engineer of unsuitable material prior to over-excavation.

C. Perform laboratory material tests according to ASTM D1557 and ASTM D422.

D. Perform in place compaction tests according to following:
1. Density and moisture tests: ASTM D6938.

E. Minimum frequency of testing: Every 500 square feet of the prepared subgrade.

3.09 CORRECTIVE ACTION

A. Soft or loose subgrade:

1. Over-excavate the unsuitable material to no deeper than 2 feet, in accordance with Section 31 23 16, Excavation.
2. Line over-excavation with soil stabilization fabric, backfill with Granular Fill, and compact to maximum density.
3. Notify Engineer if unsuitable material extends to greater than 2 feet deep.

END OF SECTION

SECTION 31 23 16

EXCAVATION

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes performance requirements for excavation required to construct structures and utilities as shown on the Drawings.

B. Excavation, in open cut, includes the loosening, removing, transporting, storage and disposal of all materials necessary to be removed for the construction and completion of all Work under the Contract.

C. Compliance with 16 NYCRR 753:
   1. All excavation work shall be performed in accordance with 16 NYCRR 753, Protection of Underground Facilities.
   2. All operators operating excavating equipment under this contract shall be certified under the UDIG NY Certified Excavator Program.

1.02 QUALITY ASSURANCE

A. Survey control:
   1. Provide adequate survey control to avoid unauthorized over-excavation.
   2. Identify required lines, levels, contours, and datum.

1.03 SUBMITTALS

A. Informational submittals:
   1. Excavation plan, detailing the following:
      a. Method and sequencing information.
      b. Proposed locations of stockpiled excavated materials.
      c. Proposed on-site and off-site spoil disposal sites.
      d. Number, types, and sizes of equipment proposed to perform excavations.
      e. Reclamation of on-site spoil disposal areas.

1.04 WEATHER LIMITATIONS

A. Material excavated when frozen or when air temperature is less than 32 degrees F shall not be used as fill or backfill until material completely thaws.

B. Material excavated during inclement weather shall not be used as fill or backfill until after material drains and dries sufficiently for proper compaction.

1.05 SEQUENCING AND SCHEDULING

A. Comply with 16 NYCRR 753 and call UDIG NY not less than three working days before performing Work.

B. Request underground utilities to be located and marked within and surrounding construction areas.

C. Coordinate activities with utility owners.

D. Clearing and Grubbing: Complete applicable Work specified in Section 31 10 00, Site Clearing prior to excavating.

E. Dewatering: Conform to applicable requirements of Section 31 23 19, Dewatering, prior to excavating.

1.06 DEFINITIONS

A. Earth: all materials such as sand, gravel, clay loam, pavements, ashes, cinders, mulch, roots, or pieces of timber, rippable rock, not requiring blasting, barring or wedging from its original bed, and specifically excludes all ledge and bed rock and individual boulders, concrete, or masonry larger than one-half cubic yard in volume.

B. Backfill: selected materials for the backfilling of excavations and trenches up to the original surface of the ground or to other grades as may be shown or directed.

C. Spoil: surplus excavated materials not required or not suitable for backfills or embankments.

D. Embankments: fills constructed of selected materials above the original surface of the ground.

E. Rock: ledge or bedrock requiring blasting, barring, or wedging from its original bed and individual boulders, concrete or masonry larger than one-half cubic yard in volume.

PART 2 - PRODUCTS

(Not used)

PART 3 - EXECUTION

3.01 GENERAL

A. Perform all excavations in accordance with 16 NYCRR 753.

B. Excavations shall be in accordance with details of applicable codes, rules, Laws and Regulations, including the Occupational Safety and Health Administration (OSHA) Title 29 Code of Federal Regulations (CFR) Part 1926, Subpart P – Excavations

C. Designate a “Competent Person” who shall be responsible for inspections of excavations on a daily basis and document and maintain daily trenching and excavation logs per OSHA 29 CFR 1926

D. Excavate to lines, grades, and dimensions shown and as necessary to accomplish the Work.
   1. Excavate to within tolerance of +/-0.1 foot, except where dimensions or grades are shown or specified as maximum or minimum.
   2. Allow for forms, sheeting/shoring, dewatering, working space, granular base, topsoil, and similar items, wherever applicable.
   3. Trim to neat lines where concrete is to be deposited against earth.

E. Slope banks with machine to angle of repose or less until shored.

F. Grade top perimeter of excavation to prevent surface water from draining into excavation.

G. Overexcavation:
   1. Do not overexcavate without written authorization of Engineer.
   2. Backfill unauthorized overexcavations with material as directed by Engineer at no additional cost to Owner.

H. Notify utility company to remove and relocate utilities.

I. Repair or replace items indicated to remain damaged by excavation.

J. Use of explosives is not permitted.

K. Notify Engineer of unexpected subsurface conditions.

3.02 EXCAVATION FOR STRUCTURES

A. Excavate to specified foundation elevation utilizing a flat bottom bucket.

B. Compact disturbed load bearing soil in direct contact with foundations to original bearing capacity in accordance with Section 31 23 23, Fill.

C. Bearing capacity of footing subgrades shall be verified by a geotechnical engineer.

D. Soft spots or soil that is determined to have inadequate capacity shall be overexcavated and replaced as specified in Section 31 05 16, Aggregates for Earthwork and placed and compacted in accordance with Section 31 23 23, Fill.

E. Footing subgrades that become saturated or unstable shall be over excavated 6-inches and replaced with a 6-inch layer of Granular Fill.

F. Provide 12 inches minimum clearance between excavation faces and footing formwork.

G. Under cutting excavation faces for extended footings is not permitted.

3.03 UNCLASSIFIED EXCAVATION

A. Excavation is unclassified.

B. Complete all excavation regardless of the type, nature, or condition of the materials encountered.

3.04 EMBANKMENT AND CUT SLOPES

A. Shape, trim, and finish embankments and cut slopes to conform to lines, grades, and cross-sections shown, with proper allowance for topsoil or slope protection, where shown.

B. Remove stones and rock that exceeds 3-inch diameter and that are loose and may roll down slope.

C. Remove exposed roots from cut slopes.

D. Round tops of cut slopes in soil to not less than 6-foot radius, provided such rounding does not extend off-site or outside easements and rights-of-way, or adversely impacts existing facilities, adjacent property or completed Work.

3.05 STOCKPILING EXCAVATED MATERIAL

A. Stockpile excavated material that is suitable for use as fill or backfill until material is needed.

B. Post signs indicating proposed use of material stockpiled.
   1. Signs shall be readable from all directions of approach to each stockpile.
   2. Signs shall be clearly worded and readable by equipment operators from their normal seated position.

C. Confine stockpiles to within easements, rights-of-way, and approved work areas.

D. Do not obstruct roads or streets.

E. Do not stockpile excavated material adjacent to trenches and other excavations, unless excavation side slopes and excavation support systems are designed, constructed, and maintained for stockpile loads.

F. Do not stockpile excavated materials near or over existing facilities, adjacent property, or completed Work, if weight of stockpiled material could induce excessive settlement.

G. Do not stockpile excavated material within the drip line of existing trees.

3.06 FIELD QUALITY CONTROL

A. Perform inspection of excavation and controlled fill operations to confirm stability and accordance with OSHA standards and Laws and Regulations.

B. Footing subgrades shall be verified for specified bearing capacity under all buildings by a geotechnical engineer.

3.07 PROTECTION

A. Underpin adjacent structures which may be damaged by excavation work.

B. Prevent displacement or loose soil from falling into excavation
1. Maintain soil stability.
2. All material which slides, falls, or caves into excavation due to any cause whatsoever shall be removed and disposed off-site.

C. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing, oversaturation, and construction traffic.

D. Protect structures, utilities and other facilities indicated to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

E. Protect plant life, lawns, rock outcroppings and other features remaining as portion of final landscaping.

F. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving and curbs from excavating equipment and vehicular traffic.

G. Repair or replace items indicated to remain damaged by excavation.

3.08 DISPOSAL OF SPOIL

A. Lawfully dispose of excavated materials which are unsuitable or exceed quantity needed for fill or backfill off-site.

B. Dispose of debris resulting from removal of organic matter, trash, refuse, and junk as specified in Section 31 10 00, Site Clearing, for clearing and grubbing debris.

END OF SECTION

SECTION 31 23 19

DEWATERING

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:
   1. Dewatering system.
   2. Surface water control system.
   3. Monitoring wells.
   4. System operation and maintenance.
   5. Water disposal.

1.02 REFERENCE STANDARDS

A. The following is a list of standard which may be referenced in this Section:
   1. ASTM International (ASTM):
      a. C33, Standard Specification for Concrete Aggregates.

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. Informational submittals:
   1. Submit proposed dewatering plan, including the following:
      a. Product information for sediment control.
      b. Pump product information, cut sheets, and performance curves.

1.04 DEFINITIONS

A. Dewatering includes the following:
   1. Lowering of ground water table and intercepting horizontal water seepage to prevent ground water from entering excavations and trenches.
   2. Reducing piezometric pressure within strata to prevent failure or heaving of excavations and trenches.
   3. Disposing of removed water.
   4. Surface Water Control: Removal of surface water within open excavations or cofferdams.

1.05 SYSTEM DESCRIPTION

A. Provide dewatering and surface water control systems to permit Work to be completed on dry and stable subgrade.

B. Furnish standby equipment stored at Project site and ready for immediate use upon failure of dewatering equipment.

1.06 PERFORMANCE REQUIREMENTS

A. Design dewatering systems to:
1. Lower water table within areas of excavation to minimum of 2 feet below bottom of excavation to permit Work to be completed on dry and stable subgrade.
2. Relieve hydrostatic pressures in confined water bearing strata below excavation to eliminate risk of uplift or other instability of excavation.
3. Prevent damage to adjacent properties, buildings, structures, utilities, and facilities from construction operations.
4. Prevent loss of fines, quick condition, or softening of foundation subgrade.
5. Maintain stability of sides and bottoms of excavations and trenches; face, walls, and bottoms of tunnels; and side and bottoms of shafts.
6. Comply with water quality criteria specified in the discharge permit for the receiving stream.

B. Design surface water control systems to:
1. Collect and remove surface water and seepage entering excavation.
2. Comply with water quality criteria specified in the discharge permit for the receiving stream.

1.07 QUALITY ASSURANCE

A. Comply with authorities having jurisdiction for the following:
1. Drilling and abandoning of wells used for dewatering systems.
2. Water discharge and disposal from pumping operations.
3. Assume sole responsibility for dewatering and surface water control systems and for loss or damage resulting from partial or complete failure of protective measures and settlement or resultant damage caused by ground water control operations.

1.08 SEQUENCING

A. Sequence work to obtain required permits before start of dewatering operations.

B. Sequence Work to install and test monitoring systems minimum 3 days before testing and operating dewatering systems.

C. Sequence work to install and test dewatering and surface water control systems minimum 3 days before starting excavation, trenching, tunneling, and/or shaft drilling.

PART 2 - PRODUCTS

2.01 DEWATERING EQUIPMENT

(Not used)

PART 3 - EXECUTION

3.01 EXAMINATION

A. Comply with 16 NYCRR 753 and call UDIG NY at 811 not less than three (3) working days before performing Work.

B. Request underground utilities to be located and marked within and surrounding construction areas.

3.02 PREPARATION

A. Protect existing adjacent buildings, structures, and improvements from damage caused by dewatering operations.

3.03 DEWATERING SYSTEM

A. Locate system components to allow continuous dewatering operations without interfering with installation of permanent Work and existing public right-of-way, sidewalks and adjacent buildings, structures, and improvements.

B. Water shall not be allowed to rise over or come in contact with any masonry, concrete or mortar, until at least twenty-four (24) hours after placement, and no stream of water shall be allowed to flow over such work until such time as the Engineer may permit.

C. Unless otherwise specified, all excavations which extend down to below the ground water elevation at the sites of structures shall be dewatered by lowering and maintaining the ground water beneath such excavations at an elevation not less than that specified herein at all times when work thereon is in progress, during subgrade preparation and the placing of structures or pipe thereon.

D. Install wellpoints to stabilize the subgrade when an upward pressure or flow of water in combination with a fine-grained subsurface material may cause a quick condition.

E. Wellpoint headers, points and other pertinent equipment shall not be placed within the limits of the excavation in such a manner or location as to interfere with the laying of pipe or trenching operations or with the excavation for and construction of other structures.

F. In areas where ground water enters the excavation but does not cause a quick condition, the ground water may be removed by any practical method which does not damage the subgrade, cause the same to become unstable or interferes with the construction operations.

3.04 SURFACE WATER CONTROL SYSTEM

A. Provide ditches, berms, and other devices to divert and drain surface water from excavation area.

B. Divert surface water and seepage water within excavation areas into sumps and pump water into drainage channels, storm drains, and/or settling basins in accordance with requirements of agencies having jurisdiction.

C. Control and remove unanticipated water seepage into excavation.

3.05 SYSTEM OPERATION AND MAINTENANCE

A. The Contractor shall at all times during construction provide and maintain proper and satisfactory means and devices for the removal of all water entering the excavations, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the work or the proper placing of pipe, masonry, concrete, structures or other work.

B. Where wellpoints are used, the groundwater table shall be continuously (day and night) maintained to an elevation of not less than twenty-four (24) inches below the excavation and when subgrade is reached the ground water shall be maintained not less than twenty-four (24) inches below the subgrade.

C. The ground water control requirements specified for well-pointing operations apply to other dewatering methods.

D. Operate dewatering system continuously until backfill is minimum 1 foot above normal ground water table elevation and structures will not float.

E. Suitable stand-by pumping equipment shall be provided to insure the maintenance of the specified lowering of the water table.

F. Provide supervision of dewatering system by personnel skilled in operation, maintenance, and replacement of system components.

G. Conduct daily observation of dewatering system and monitoring system.

H. Make required repairs and perform scheduled maintenance.

I. Fill fuel tanks before tanks reach 25 percent capacity.

J. Modify dewatering and surface water control systems when operation causes or threatens to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells.

K. Correct unanticipated pressure conditions affecting dewatering system performance.

L. Do not discontinue dewatering operations without Engineer's approval.

M. Repair all damage caused by improper management of water.

3.06 WATER DISPOSAL

A. Water pumped or drained from excavations, or any sewers, drains, or water courses encountered in the work, shall be disposed of in a suitable and environmental manner without injury to adjacent property, the work under construction, or to pavements, roads and drives.

B. No water shall be discharged into sanitary sewers.

C. Sanitary sewage shall be pumped to sanitary sewers or shall be disposed of by an approved method.

3.07 SYSTEM REMOVAL

A. Remove dewatering and surface water control systems after dewatering operations are discontinued.

3.08 FIELD QUALITY CONTROL

A. After dewatering system is installed, perform pumping test to determine when selected pumping rate lowers water level in well below pump intake.

B. Adjust pump speed, discharge volume, or both to ensure proper operation of each pump.

END OF SECTION

SECTION 31 23 23

FILL

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:
1. Backfilling Site structures to subgrade elevations.
2. Fill under paving.
3. Fill for over-excavation.

B. Related Work specified elsewhere:
1. Section 31 05 13, Soils for Earthwork.
2. Section 31 05 16, Aggregates for Earthwork.
3. Section 31 05 19.13, Geotextiles for Earthwork.
4. Section 31 23 23.33, Flowable Fill.

1.02 REFERENCE STANDARDS

A. ASTM International (ASTM):
1. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft).
2. D6938, Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. Material source: Submit name of imported fill materials suppliers.

1.04 DEFINITIONS

A. Optimum moisture: the moisture content in a cohesive soil that results in a maximum compacted density, in accordance with ASTM D1557.

B. Relative compaction:
1. The reduction in volume of aggregates and aggregate mixes after vibratory compaction, expressed as a percent volume reduction from a loose, dumped state to a compacted state.
2. Relative compaction is only measured on cohesionless soils.

PART 2 - PRODUCTS

2.01 FILL MATERIALS

A. General Fill : As specified in Section 31 05 13, Soils for Earthwork.

B. Granular Fill: As specified in Section 31 05 16, Aggregates for Earthwork.

2.02 ACCESSORIES

A. Geotextile Fabric: Non-biodegradable, as specified in Section 31 05 19.13, Geotextiles for Earthwork.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that sub-drainage, dampproofing, or waterproofing installation has been inspected.

B. Verify underground tanks are anchored to their own foundations to avoid flotation after backfilling.

C. Verify structural ability of unsupported walls to support loads imposed by fill.

3.02 PREPARATION

A. Compact subgrade to density requirements for subsequent backfill materials.

B. Unsuitable Materials:
1. Cut out soft areas of subgrade not capable of compaction in place.
2. Backfill with Granular Fill and compact to density equal to or greater than requirements for subsequent fill material.

C. Proof roll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.

3.03 BACKFILLING

A. Backfill areas to contours and elevations with unfrozen materials.

B. Systematically backfill to allow maximum time for natural settlement.

C. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.

D. Place material in continuous layers as follows if not specified elsewhere:
1. General Fill: Maximum 8 inches compacted depth.
2. Granular Fill: Maximum 6 inches compacted depth.

E. Compaction:
   1. Underneath Structures, Paving, Final Backfill for Trenches, and all Other Areas Not Specifically Identified: Compact to at least 95 percent of its maximum density, as determined by ASTM D1557.
   2. Underneath Sidewalks and Grassed Areas: Compact to at least 90 percent of its maximum density, as determined by ASTM D1557.

F. Employ placement method that does not disturb or damage other Work.

G. Maintain optimum moisture content of backfill materials to attain required compaction density.

H. Remove surplus backfill materials from Site at no additional cost to Owner.

I. Leave fill material stockpile areas free of excess fill materials.

3.04 TOLERANCES

A. Top surface of backfilling under paved areas: Plus or minus 1 inch from required elevations.

B. Top Surface of general backfilling: Plus or minus 1 inch from required elevations.

3.05 FIELD QUALITY CONTROL

A. Perform laboratory material tests according to ASTM D1557

B. Perform in place compaction tests according to following:
   1. Density tests: in accordance with ASTM D6938.
   2. Moisture Tests: in accordance with ASTM D6938.

C. When tests indicate Work does not meet specified requirements, remove Work, replace, and retest.

D. Frequency of Tests: once per lift.

E. Proof roll compacted fill surfaces under paving.

3.06 PROTECTION OF FINISHED WORK

A. Reshape and re-compact fills subjected to vehicular traffic.

3.07 FILL SCHEDULE

A. Under Proposed Structures: Granular Fill

B. Side Backfill Adjacent to Structures: General Fill

C. Access Road: Granular Fill

D. Over-Excavated Areas:
   1. Underneath Structures: Granular Fill
   2. Other Areas: General Fill

END OF SECTION

SECTION 32 11 23

AGGREGATE BASE COURSES FOR EXTERIOR IMPROVEMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes performance and material requirements for aggregate subbase for roadway construction.

1.02 REFERENCE STANDARDS

A. ASTM International (ASTM):
   1. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft).
   2. D2940, Standard Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports.
   3. D6938, Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. Materials Source: Name of aggregate materials suppliers.

1.04 QUALITY ASSURANCE

A. Furnish each aggregate material from single source throughout Work.

PART 2 - PRODUCTS

2.01 AGGREGATE MATERIALS

A. Subbase aggregate: Granular Fill as specified in Section 31 05 16, Aggregates for Earthwork.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify compacted substrate is dry and ready to support paving and imposed loads.

B. Proof-roll substrate with in minimum two perpendicular passes to identify soft spots.

C. Remove soft substrate and replace with compacted fill as specified in Section 31 23 23, Fill.

D. Verify substrate has been inspected, gradients and elevations are correct.

3.02 PREPARATION

A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.

B. Do not place fill on soft, muddy, or frozen surfaces.

3.03 AGGREGATE PLACEMENT

A. Install geotextile fabric over subgrade according to manufacturer's instructions.

B. Lap ends and edges minimum 6 inches.

C. Anchor fabric to subgrade when required to prevent displacement until aggregate is installed.

D. Place aggregate equal thickness layers to total compacted thickness indicated on Contract Drawings.

E. Maximum Layer Compacted Thickness: 8 inches.

F. Minimum Layer Compacted Thickness: 3 inches.

G. Roller compact aggregate to 98 percent maximum density.

H. Level and contour surfaces to elevations, profiles, and gradients indicated.

I. Add small quantities of fine aggregate to coarse aggregate when required to assist compaction.

J. Maintain optimum moisture content of fill materials to attain specified compaction density.

Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.04 TOLERANCES

A. Maximum variation from flat surface: 1/2 inch measured with 10 foot straight edge.

B. Maximum variation from thickness: 1/4 inch.

C. Maximum variation from elevation: 1/2 inch.

3.05 FIELD QUALITY CONTROL

A. Compaction testing will be performed according to ASTM D6938.

B. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

C. Frequency of tests: One test for every 1,000 sq. yd. of each layer compacted aggregate.

3.06 COMPACTION

A. Compact materials to 98 percent of maximum density as determined from test strip, according to ASTM D2940.

END OF SECTION

SECTION 32 92 00

TURF AND GRASSES

PART 1 - GENERAL

1.01 SUMMARY

A. This Section specifies material and performance requirements for turf and grasses, as shown on the Drawings and as otherwise called herein.

B. This Section includes the following:
1. Site preparation.
2. Imported topsoil.
3. Seeding materials.
4. Soil amendments.
5. Erosion control blankets.

1.02 SUBMITTALS

A. Comply with Section 01 33 00, Submittals.

B. Seed:
1. Grass seed:
a. Certification of grass seed from seed vendor for the grass-seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed.
b. Include the year of production and date of packaging.
2. Naturalizing seed mix:
a. Certification from seed vendor stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity.
b. Include the year of production and date of packaging.

C. Hydro mulch material certification. Use phosphorus free fertilizer.

D. Topsoil: Topsoil test results.

E. Soil amendments:
1. Product certification signed by manufacturers certifying that their products comply with specified requirements.
2. Manufacturer’s certified analysis for standard products.

F. Planting schedule indicating anticipated dates and locations for each type of seeding.

G. Product data in the form of manufacturer's technical data, specifications, and installation instructions for erosion control blankets and accessories.

1.03 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful grass establishment.

B. Topsoil Analysis: Furnish the topsoil analysis in accordance with Specification Section 32 93 00, Plants.

C. Soil Amendment: Prepare a soil amendment procedure that will adjust all of the topsoil to be used in construction lawns to a pH of 6.5 if the pH testing indicates a pH other than 6.5.

D. Grass Seed Analysis:
1. Employ at no cost to the Owner a qualified independent testing agency to provide analysis of a sample grass seed taken after delivery to the site.
2. The seed mixture shall be tested for seed species and proportions, purity, and germination percentages as indicated on the Schedules at the end of this Section.

E. Naturalizing Seed Mix, Steep Slope See Mix, and Wet Meadow Seed Mix Analysis:
1. Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' "Rules for Testing Seeds" for purity and germination tolerances.
2. The seed mixture shall be tested for seed species and varieties, proportions by weight as indicated Seed Mixtures Schedule at the end of this Section.

F. Conform to American Society of Testing and Materials (ASTM), Standard Specifications and Methods of Testing.

G. Erosion Control Blankets: Product data.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Comply with Section 01 61 00, Common Product Requirements.

B. Packaged Materials:
1. Deliver packaged materials in containers showing weight, analysis, and name of manufacturer.
2. Protect materials from deterioration during delivery and while stored at site.

C. Seed: Deliver seed in original sealed, labeled, and undamaged containers.

D. Topsoil: Do not deliver to the site, stockpile or spread muddy or frozen topsoil.

1.05 COORDINATION AND SCHEDULING

A. Seeding Time: Sow grass seed between March 15th and May 15th or between August 15th and September 30th, except as otherwise accepted by the Engineer.

B. Weather limitations:
1. Proceed with planting only when existing and forecast weather conditions are suitable for work.
2. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped. When special conditions warrant a variance to the turf operations, proposed times shall be submitted to the Engineer for approval prior to implementation.
3. Do not place topsoil on subgrade that is frozen, excessively wet, extremely dry or otherwise detrimental to seeding, planting or proper grading.

PART 2 - PRODUCTS

2.01 SEED

A. Seed: Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' "Rules for Testing Seeds" for purity and germination tolerances.
1. Seed Mixes:
a. Provide seed of species and varieties, proportions by weight, and minimum percentages of purity, and germination as indicated on Schedules at the end of this Section.
b. The maximum percentage of weed seed shall not exceed 0.1% by weight.

2.02 TOPSOIL

A. Topsoil: ASTM D5268, pH range of 5.5 to 7.5, organic content between 5% and 10%, free of stones 1 inch or larger in any dimension, roots, plants, sods, clay lumps and other extraneous materials harmful to plant growth.

2.03 SOIL AMENDMENTS

A. Lime:
1. ASTM C602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent, with a minimum 99 percent passing a No. 8 sieve and a minimum 75 percent passing a No. 60 sieve.
2. Provide lime in the form of dolomitic limestone.

B. Water: Potable.

2.04 FERTILIZER

A. Commercial Fertilizer: Commercial-grade fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form and potassium in the following composition:
   1. Composition: 3 percent nitrogen, 1 percent phosphorous, and 2 percent potassium, by weight (3N-1P-2K) in amounts to achieve rate of 2-4 lb of nitrogen per 1,000 sq. ft./year.
   2. Composition based on soil reports: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency to achieve rate of 2-4 lb of nitrogen per 1,000 sq. ft./year.
   3. Use of fertilizers with more than 0% content of phosphorus is not allowed.

2.05 MULCHES

A. Organic Mulch: Organic mulch, free from deleterious materials, consisting of one of the following:
   1. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
   2. Fiber Mulch: Biodegradable dyed-wood cellulose-fiber mulch, nontoxic, free of plant growth- or germination-inhibitors, with maximum moisture content of 15% and a pH range of 4.5 to 6.5.

B. Asphalt Emulsion Tackifier: Asphalt emulsion, ASTM D977, Grade SS-1, nontoxic and free of plant growth- or germination-inhibitors.

C. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application, nontoxic and free of plant growth- or germination-inhibitors.

2.06 EROSION CONTROL BLANKETS

A. Blankets: Biodegradable twisted jute or coir-spun mesh, 0.92 lb per sq. yd minimum, with 50 to 65 percent of open area. Include manufacturer's recommended wire staples.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. North American Green.
   2. East Coast Erosion Blankets.
   3. Propex Geosynthetics, BP Amoco Group.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine areas to receive grass seed for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

B. Protect adjacent and adjoining areas from hydroseed overspraying.

C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.03 LAWN PLANTING PREPARATION

A. Limit subsoil preparation to areas that will be planted in the immediate future.

B. Loosen subsoil to a minimum depth of 2 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter.

C. In areas of crushed stone backfill, excavate crushed stone to allow for spreading of topsoil. Provide topsoil layer of 12 inches minimum

D. Spread topsoil to minimum depth of 6 inches and as required to meet thickness, grades, and elevations shown, after light rolling and natural settlement. Do not spread if topsoil or subgrade is frozen.

E. Place approximately 1/2 the thickness of topsoil required. Work into top of loosened subgrade to create a transition layer and then place remainder of topsoil.

F. Preparation of Unchanged Grades: Where lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare soil as follows:
   1. Remove and dispose of existing grass, vegetation, and turf. Do not turn over into soil being prepared for lawns.
   2. Till surface soil to a depth of at least 6 inches. Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches of soil. Trim high areas and fill in depressions. Till soil to a homogenous mixture of fine texture.
   3. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.

4. Remove waste material, including grass, vegetation, and turf, and legally dispose of it off the Owner's property.

G. Grade lawn areas to a smooth, even surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Remove trash, debris, stones larger than 1-1/2 inches in any dimension, and other objects that may interfere with planting or maintenance operations.

H. Moisten prepared lawn areas before planting when soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

I. Restore prepared areas if eroded or otherwise disturbed after fine grading and before planting.

3.04 EROSION CONTROL BLANKETS

A. Install erosion control blankets on slopes with gradient 3:1 or steeper.

B. For permanent installation prepare soil before installing blankets, including any necessary application of lime, fertilizer, and seed.

C. Spread erosion control blankets over prepared soil starting from the top of slope. Anchor each blanket in 6 inches deep and 6 inches wide trench, with 12 inches of blanket extended beyond trench up-slope to be folded over the filled trench. Anchor blanket in trench with a row of stakes spaced 12 inches apart. Backfill trench and compact fill material. Apply seed to compacted soil. Fold blanket over compacted soil and secure it with a row of stakes spaced 12 inches apart.

D. Roll blankets down or horizontally across the slope. Fasten blankets to soil surface by placing stakes at locations indicated or recommended by manufacturer. Overlap parallel blankets 2 inches to 5 inches as recommended by manufacturer. Overlap consecutive blankets spliced down the slope 3 inches “shingle style”, end over end. Stake through overlapped areas 12 inches apart across entire blanket width.

3.05 SEEDING NEW LAWNS

A. Sow seed with a spreader or a seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in 2 directions at right angles to each other.

B. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.

C. Sow seed at the following rates:
1. Lawn Seed Mix Seeding Rate: 5 lb per 1,000 sq. ft.

2. Naturalizing Seed Mix Seeding Rate: 1/2 lb per 1,000 sq. ft. or 20 lb per acre.
3. Steep Slope Seed Mix Seeding Rate: 1 lb per 1,000 sq. ft. or 60 lb per acre.
4. Wet Meadow Seed Mix Seeding Rate: 1/2 lb per 1,000 sq. ft. or 20 lb per acre.

D. Rake seed lightly into top 1/8 inch of topsoil, roll lightly, and water with fine spray.

E. Protect seeded slopes exceeding 5:1 against erosion with erosion-control blankets, as specified in this section.

F. Protect seeded areas with slopes less than 1:6 against erosion by spreading straw mulch after completion of seeding operations. Spread uniformly at a minimum rate of 2 tons per acre to form a continuous blanket 1-1/2 inches loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.

G. Anchor straw mulch by spraying with asphalt-emulsion tackifier at the rate of 10 to 13 gal. per 1,000 sq. ft. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.

3.06 HYDROSEEDING NEW LAWNS (CONTRACTOR'S OPTION)

A. Hydroseeding:
1. Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application.
2. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application.
3. Mix slurry with nonasphaltic tackifier.
4. Apply slurry uniformly to all areas to be seeded in a 1-step process.
5. Apply mulch at the minimum rate of 1,500 lb per acre dry weight but not less than the rate required to obtain specified seed-sowing rate.

3.07 RECONDITIONING LAWNS

A. Recondition existing lawn areas damaged by Contractor's operations, including storage of materials or equipment and movement of vehicles. Also recondition lawn areas where settlement or washouts occur or where minor regrading is required.

B. Remove sod and vegetation from diseased or unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.

C. Where substantial lawn remains, mow, de-thatch, core aerate, and rake. Remove weeds before seeding. Do not use herbicides.

D. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of it off the Owner's property.

E. Till stripped, bare, and compacted areas thoroughly to a depth of 6 inches.

F. Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches of soil. Provide new planting soil as required to fill low spots and meet new finish grades.

G. Apply seed and protect with straw mulch as required for new lawns.

H. Water newly planted areas and keep moist until new grass is established.

3.08 SATISFACTORY LAWN

A. Seeded lawns will be satisfactory provided requirements, including maintenance, have been met and a healthy, uniform, close stand of grass is established, free of weeds, bare spots exceeding 5 by 5 inches, and surface irregularities.

B. Replant lawns that do not meet requirements and continue maintenance until lawns are satisfactory.

C. Weed control in seed mix areas: spot spray with approved herbicides or hand pull. When there is a heavy infestation, trim plantings to a height of 8 inches. Do not trim later than mid-September.

3.09 MAINTENANCE

A. Begin maintenance of lawns immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
   1. Seeded Lawns: 60 days after date of Substantial Completion.
   2. When full maintenance period has not elapsed before end of planting season, or if lawn is not fully established at that time, continue maintenance during next planting season.

B. Maintain and establish lawns by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth lawn.
   1. Replant bare areas with same materials specified for lawns.
   2. Add new mulch in areas where mulch has been disturbed by wind or maintenance operations sufficiently to nullify its purpose. Anchor as required to prevent displacement.

C. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawns uniformly moist to a depth of 4 inches.
   1. Lay out temporary lawn-watering system and arrange watering schedule to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly seeded areas.
   2. Water lawn at the minimum rate of 1 inch per week.

D. Mowing:
   1. Mow lawns as soon as there is enough top growth to cut with mower set at specified height for principal species planted.
   2. Repeat mowing as required to maintain specified height without cutting more than 40 percent of the grass height.
   3. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings.
   4. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet.
   5. Schedule initial and subsequent mowings to maintain following grass height:
      a. Mow grass from 2-1/2 to 3 inches high.
      b. Mow seed mixes after plantings reach height of 18 inches.
      c. Use a mower or string trimmer to trim plants to a height of 8 inches.
      d. Do not mow later than mid-September.
   6. After seed mix areas are established, mow once per year in early spring.

E. Postfertilization: Apply fertilizer to lawn after first mowing and when grass is dry.
   1. Use fertilizer that will provide actual nitrogen of at least 1 lb. per 1,000 sq. ft. of lawn area.

3.10 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto surface of roads, walks, or other paved areas.

B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period until lawn is established.

3.11 TOPSOIL AMENDMENTS SCHEDULE

A. Lawns: Provide topsoil amendments in not less than the following quantities:
   1. Weight of lime per 1,000 sq. ft.: 50 lb.
   2. Weight of commercial fertilizer per 1,000 sq. ft.: 20 lb.

3.12 SEED MIXTURES SCHEDULE

A. Grass Seed Mix A: Provide low maintenance "No Mow" certified grass-seed blend or mix of four types of low growing fescues, proportioned by weight, as follows:

Proportion	Name	Min. Pct. Germ.	Min. Pct. Germ.
40 %	Creeping Red Fescue (Festuca rubra)	80	95
30 %	Hard Fescue (Festuca ovina)	85	98
25%	Red Fescue chewings type (Festuca rubra var commutata)	85	98
5 %	Perennial Ryegrass (Lolium perenne)	90	98

B. Grass Seed Mix B: Provide certified grass-seed blend or mix, proportioned by weight, as follows:

Proportion	Name	Min. Pct. Germ.	Min. Pct. Pure Seed
60 %	Kentucky Bluegrass (Poa pratensis) varieties: North Star, Jefferson, Midnight, Rugby II, NuGlade (in equal parts)	80	95
10 %	Red Creeping Fescue (Festuca rubra spp rubra) varieties: Jasper II, Salsa, Shademaster (in equal parts)	85	98
10 %	Chewings Fescue (Festuca rubra spp commutata) varieties: Longfellow II, Intrigue, Ambassador, Shadow II (in equal parts)	85	98
10 %	Hard Fescue (Festuca ovina) varieties: Rescue II, Stonehedge, Oxford (in equal parts)	85	98
10 %	Perennial Ryegrass (Lolium perenne) varieties: Ascend, Wizard, Panther, Brightstar II	90	98

C. Naturalizing Seed Mix: Provide certified seed mix, ERNMX-153, as provided by Ernst Conservation Seeds, LLP, or approved equivalent.

D. Steep Slope Seed Mix: Provide certified seed mix, ERNMX-181, as provided by Ernst Conservation Seeds, LLP, or approved equivalent.

E. Wet Meadow Seed Mix: Provide certified seed mix, ERNMX-122, as provided by Ernst Conservation Seeds, LLP, or approved equivalent.

END OF SECTION

SECTION 32 93 00

PLANTS

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes the following:
   1. Trees.
   2. Shrubs.
   3. Topsoil and soil amendments.
   4. Fertilizers and mulches.
   5. Stakes and guys.
   6. Landscape edging and stone mulch for gravel drip strip.

1.02 SUBMITTALS

A. Product certificates signed by manufacturers certifying that their products comply with specified requirements.
   1. Manufacturer's certified analysis for standard products.
   2. Analysis for other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
   3. Label data substantiating that trees, shrubs, and planting materials comply with specified requirements.
   4. Product data for stakes, guys, webbing, watering bags, and landscape edging.

B. Samples of each of the following:
   1. One (1) lb sample of organic and stone mulches required for Project, in labeled plastic bags.
   2. Twelve (12) inch sample of the landscape edging.

C. Material tests:
   1. Material test reports from qualified independent testing agency indicating and interpreting test results relative to compliance of the following materials with requirements indicated.
   2. Analysis of imported topsoil.

D. Planting schedule indicating anticipated dates and locations for each type of planting.

E. Maintenance instructions recommending procedures to be established by Owner for maintenance of landscaping during an entire year. Submit before expiration of required maintenance periods.

1.03 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.

B. Nursery Stock:
1. Provide quality, size, genus, species, and variety of trees and shrubs indicated, complying with applicable requirements of ANSI Z60.1 “American Standard for Nursery Stock”.
2. Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.

C. Topsoil Analysis:
1. Engage at no cost to the Owner a qualified independent soil-testing agency to provide a soil analysis stating percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content of topsoil with recommendations as to quantities of nitrogen, phosphorus, and potash nutrients and any limestone, aluminum sulfate, or other soil amendments to be added to produce a satisfactory topsoil.
2. Include topsoil source information.

D. Measurements:
1. Measure trees and shrubs according to ANSI Z60.1 with branches and trunks or canes in their normal position.
2. Do not prune to obtain required sizes. Take caliper measurements 6 inches above ground for trees up to 4-inch caliper size, and 12 inches above ground for larger sizes.
3. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Comply with Section 01 61 00, Common Product Requirements.

B. Packaged Materials:
1. Deliver packaged materials in containers showing weight, analysis, and name of manufacturer.
2. Protect materials from deterioration during delivery and while stored at site.

C. Trees and Shrubs:
1. Deliver freshly dug trees and shrubs.
2. Do not prune before delivery, except as approved by Architect.

3. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage.
4. Do not bend or bind-tie trees or shrubs in such a manner as to destroy natural shape.
5. Provide protective covering during delivery.
6. Do not drop trees and shrubs during delivery.
7. Immediately after digging bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting.

D. Handle balled and burlapped stock by the root ball.

E. Deliver trees and shrubs after preparations for planting have been completed and install immediately.

F. Planting:
1. If planting is delayed more than six hours after delivery, set planting materials in shade, protect from weather and mechanical damage, and keep roots moist.
2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
3. Do not remove container-grown stock from containers before time of planting.
4. Water root systems of trees and shrubs stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

1.05 PROJECT CONDITIONS

A. Utilities:
1. Determine location of above grade and underground utilities and perform work in a manner which will avoid damage.
2. Hand excavate, as required.
3. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Engineer before planting.

1.06 COORDINATION AND SCHEDULING

A. Coordinate installation of planting materials during normal planting seasons for each type of plant material required.

B. Plant trees and shrubs between April 1st and June 1st, or between September 1st and November 1st.
1. Do not plant when the ground is frozen, or excessively wet, or during drought and heat of the summer.

1.07 WARRANTY

A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

B. Special Warranty: Warrant the following living planting materials for a period of one year after date of Substantial Completion, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, abnormal weather conditions unusual for warranty period, or incidents that are beyond Contractor's control.
1. Trees.
2. Shrubs.

C. Remove and replace dead planting materials immediately unless required to plant in the succeeding planting season.

D. Replace planting materials that are more than 25 percent dead or in an unhealthy condition at end of warranty period.

E. A limit of one replacement of each plant material will be required, except for losses or replacements due to failure to comply with requirements.

PART 2 - PRODUCTS

2.01 TREE AND SHRUB MATERIAL

A. General: Furnish nursery-grown trees and shrubs conforming to ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully-branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

B. Grade: Provide trees and shrubs of sizes and grades conforming to ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.

C. Label each tree and shrub with securely attached, waterproof tag bearing legible designation of botanical and common name.

D. Only native plant material is used in the Project. Substitutions of non-native plants will not be accepted.

2.02 DECIDUOUS TREES

A. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, conforming to ANSI Z60.1 for type of trees required.

B. Small Trees: Small upright or spreading type, branched or pruned naturally according to species and type, and with relationship of caliper, height, and branching recommended by ANSI Z60.1.

C. Provide balled and burlapped trees.

2.03 SHRUBS

A. Form and Size: Shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of shrub.

B. Provide balled and burlapped or container grown shrubs.

2.04 CONIFEROUS EVERGREENS

A. Form and Size: Normal-quality, well-balanced, coniferous evergreens, of type, height, spread, and shape required, conforming to ANSI Z60.1.

B. Provide balled and burlapped coniferous evergreens.

2.05 TOPSOIL

A. Topsoil: ASTM D 5268, pH range of 5.5 to 7.5, organic content between 5% and 10%, free of stones 1 inch or larger in any dimension, roots, plants, sods, clay lumps and other extraneous materials harmful to plant growth.

B. Topsoil Source: Amend existing soil stockpiled on the site to produce topsoil. Supplement with imported topsoil when required. Obtain topsoil from naturally well-drained sites where topsoil occurs at least 4 inches deep; do not obtain from bogs or marshes.

2.06 SOIL AMENDMENTS

A. Peat Humus: Finely divided or granular texture, with a pH range of 6 to 7.5, composed of partially decomposed moss peat (other than sphagnum), peat humus, or reed-sedge peat.

B. Manure: Well-rotted, unleached stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

C. Water: Potable.

2.07 FERTILIZER

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form, phosphorous, and potassium in the following composition:
   1. Composition for Trees and Shrubs: not less than 5 percent nitrogen, 0 percent phosphorous, and 5 percent potassium (5N-0P-5K), by weight.
   2. Composition based on soil reports: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.
   3. Rates for Shrubs: 2-3 lbs/100sq of planting bed.
   4. Rates for Trees: 5lbs/1 inch of trunk diameter.

2.08 MULCH

A. Organic Mulch: Organic mulch, free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
   1. Single hammer milled hardwood bark.

B. Stone Mulch for Gravel Drip Strip: Hard, durable natural round gravel, washed free of loam, sand, clay, and other foreign substances, color: range of tan and brown, complying with NYS DOT Article 703-02 for screened gravel and the following gradation requirements:

Sieve Size	Percent Passing by Weight
1-inch	100
1/2-inch	90-100
1/4-inch	0-15
No. 200	0-1

2.09 STAKES AND GUYS

A. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, free of knots, holes, cross grain, and other defects, 2 by 2 inches by 84 inches long, pointed at one end.

B. Tree Tie Webbing: 3/4-inch wide polypropylene tree tie webbing tape soft and smooth, with 900 lb tensile strength, lock stitch design to prevent unraveling, and very low stretch.

C. Flags: Standard surveyor's plastic flagging tape, white, 6 inches long.

2.10 MISCELLANEOUS MATERIALS

A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's instructions.

B. Watering Bags: TreeGator or approved equivalent 20 gal. watering bags with reinforced cording and drip holes. Use one bag per each tree or shrub.

C. Landscape Edging: Heavy duty commercial grade aluminum landscape edging, manufactured of 6063 alloy containing silicon and magnesium as the major alloying elements, 6 inches deep with wall thickness of 0.115 inches and 24 inches long stakes , Permaloc CleanLine XL, or approved equivalent.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, and secure Architect’s approval before the start of planting work. Make minor adjustments as may be required.

3.03 PLANTING SOIL PREPARATION

A. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.

B. Mix soil amendments and fertilizers with topsoil at rates indicated. Delay mixing fertilizer if planting does not follow placing of planting soil within a few days.

C. A “Planting Soil Amendments Schedule” is included at the end of this Section.

D. For tree pit or trench backfill, mix planting soil before backfilling and stockpile at site.

3.04 EXCAVATION FOR TREES

A. Pits and Trenches:
1. Excavate with vertical sides and with bottom of excavation slightly raised at center to assist drainage. Loosen hard subsoil in bottom of excavation.
2. Balled and Burlapped Trees: Excavate approximately 2 times as wide as ball diameter and equal to ball depth.

3. In areas of crushed stone backfill, excavate crushed stone minimum 5 times as wide as ball or container diameter and 18 inches minimum deeper than depth of a root ball. Compact imported soil under root balls to avoid tree or shrub sinking.

B. Dispose of subsoil removed from landscape excavations. Do not mix with planting soil or use as backfill.

C. Obstructions:
1. Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
2. Hardpan Layer: Drill 6-inch-diameter holes into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.

D. Drainage: Notify Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.

E. Fill excavations with water and allow to percolate out, before positioning trees and shrubs.

3.05 PLANTING TREES AND SHRUBS

A. Set balled and burlapped stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.

B. Place stock on bottom of planting pit.

C. Remove burlap and wire baskets from tops of balls and partially from sides, but do not remove from under balls. Remove pallets, if any, before setting. Do not use planting stock if ball is cracked or broken before or during planting operation.

D. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.

E. Set container-grown stock plumb and in center of pit or trench with top of ball raised above adjacent finish grades as indicated.

F. Carefully remove containers so as not to damage root balls.

G. Place stock on bottom of planting pit.

H. Place backfill around ball in layers, tamping to settle backfill and eliminate voids and air pockets. When pit is approximately 1/2 backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.

I. Dish and tamp top of backfill to form a 3-inch- high mound around the rim of the pit. Do not cover top of root ball with backfill.

3.06 TREE GUYING AND STAKING

A. Upright Staking and Tying: Stake trees of 2- through 5-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip-out. Use a minimum of 2 stakes of length required to penetrate at least 18 inches below bottom of backfilled excavation and to extend at least 60 inches above grade. Set vertical stakes and space to avoid penetrating balls or root masses. Support trees with tree tie webbing but in a manner as to avoid rigid restraint of tree movement.

B. Guying and Staking: Guy and stake evergreen trees unless otherwise indicated. Securely attach no fewer than 3 guys to stakes 30 inches long, driven to grade. Attach flags to each webbing, 30 inches above finish grade.

3.07 TREE AND SHRUB MAINTENANCE

A. Maintain trees and shrubs by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings.

B. Spray as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings.

C. Maintain trees and shrubs for the following period:
1. Maintenance Period: 12 months following Substantial Completion.

3.08 TREE AND SHRUB PRUNING

A. Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Do not cut tree leaders; remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character. Shrub sizes indicated are size after pruning.

3.09 MULCHING

A. Mulch backfilled surfaces of pits, trenches, planted areas, and other areas indicated.

B. Organic Mulch:
1. Apply the following average thickness of organic mulch and finish level with adjacent finish grades. Do not place mulch against trunks or stems.
2. Thickness: 3 inches.

3.10 INSTALLATION OF GRAVEL DRIP STRIP

A. Excavate trench along the building wall to dimensions indicated. Do not damage building walls. Install edging per manufacturer's instructions and so the top is +/- 1/2-inch below finished grade. Place one layer of filter fabric. Overlap edges min 6 inches. Fill trench with stone mulch to finished grade.

3.11 INSTALLATION OF MISCELLANEOUS MATERIALS

A. Apply antidesiccant using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage.

B. When deciduous trees or shrubs are moved in full-leaf, spray with antidesiccant at nursery before moving and again 2 weeks after planting.

3.12 CLEANUP AND PROTECTION

A. During landscaping, keep pavements clean and work area in an orderly condition.

B. Protect landscaping from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

3.14 PLANTING SOIL AMENDMENTS SCHEDULE

A. Tree Pits or Trenches: Provide soil amendments in not less than the following quantities:
   1. Ratio of loose peat humus to topsoil by volume: 2 parts.
   2. Weight of commercial fertilizer per cu. ft.: 1/2 lbs.

B. Shrub Beds: Provide soil amendments in not less than the following quantities:
   1. Ratio of loose peat humus to topsoil by volume: 2 parts.
   2. Weight of commercial fertilizer 100 sq. ft.: 2-3 lbs.

END OF SECTION

SECTION 33 42 11

STORMWATER GRAVITY PIPING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Corrugated, solid-wall HDPE drainage pipe.
   2. Corrugated, perforated HDPE drainage pipe.

1.02 REFERENCE STANDARDS

A. The following is a list of standards that may be referenced in this section:
   1. American Association of State Highway and Transportation Officials (AASHTO)
      a. M252, Standard Specification for Corrugated Polyethylene Drainage Pipe
      b. M294, Standard Specification for Corrugated Polyethylene Pipe, (12- to 60-in.) Diameter
   2. ASTM International (ASTM):
      c. C923, Standard Specification for Resilient Connectors between Reinforced Concrete Manhole Structures, Pipes, and Laterals
      d. D3212, Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
      e. F477, Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
   3. State of New York Department of Transportation, Standard Specifications.

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. Action submittals:
   1. Manufacturer's Material Specifications:
      a. Pipe, underdrain tubing, end sections, fittings, joints, couplings, and gaskets.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Comply with Section 01 61 00, Common Product Requirements.

B. Packing, shipping, handling and unloading: Handle pipe, fittings, and other accessories in such manner as to ensure delivery to the trench in sound, undamaged condition. Carry pipe to trench; dragging of pipe shall not be permitted.

C. Acceptance at the Site: Inspect materials delivered to site for damage.

D. Storage and protection: Store materials on site in enclosures or under protective coverings. Store plastic piping and rubber gaskets under cover, out of direct sunlight. Do not store materials directly on the ground. Keep inside of pipes and fittings free of dirt and debris.

PART 2 - PRODUCTS

2.01 CORRUGATED, SOLID-WALL HDPE DRAINAGE PIPE

A. AASHTO M294, Type S (12 to 36 inch diameter).

B. Maximum interior pipe surface coefficient of roughness (Manning's n) shall be 0.012.

C. Diameter as shown on the Plans.

2.02 CORRUGATED, PERFORATED HDPE DRAINAGE PIPE

A. AASHTO M252, Type SP (4 to 10 inch diameter).
   1. Tubing and fittings greater than 12 inch diameter shall meet the requirements of AASHTO M252, except the pipe stiffness requirement shall be 45 psi at 5% deflection.

B. AASHTO Class II perforations.

C. Diameter as shown on the Plans.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Inspect pipe and fittings before and after installation to ensure no defective materials are incorporated in the work. Defective piping shall be replaced with new materials.

3.02 INSTALLATION

A. All pipe shall be handled and assembled in accordance with manufacturer's instructions except as modified on the Plans or by the Engineer's written order.

B. All pipe shall be laid in reasonably close conformity to line and grade and shall have a full firm and even bearing at each joint and along the entire length of pipe. Pipe installation shall begin at the downstream end and progress upstream. Provide tools and appliances for the safe and convenient handling, lowering, and installation of pipe sections into location. Provide batterboards spaced not more

than 26 feet apart along the trench or use the laser beam method for ensuring proper slope and elevation. Any single run of pipe, including end sections, shall consist wholly of the same material unless otherwise directed by the Engineer.

C. Connections and embedment shall be performed in strict accordance with all manufacturer's recommendations and as indicated on the Plans. All connections shall be an approved type, fabricated and installed so that a secure and firm pipe connection may be readily made in the field. In making pipe joints, keep space between pipe and coupling free from dirt and grit so that corrugations will fit snugly.

D. At the end of each working day, the upper end of the installed pipe shall be plugged temporarily with a stopper to prevent the entry of dirt and other substances into the pipe. The stopper shall be left in place and shall be removed only just prior to installation of the next section of pipe.

E. Special care shall be exercised in placing and compacting material immediately adjacent to pipes in order to avoid damage to the pipe and to prevent pipe misalignment. Movement of construction equipment, vehicles, and loads over and adjacent to any pipe shall be done at the Contractor's risk.

F. Any pipe, which in the judgment of the Engineer is damaged or disturbed through any cause, shall be replaced or removed, cleaned, and reinstalled as directed by the Engineer at the expense of the Contractor and at no cost to the Owner.

G. No pipe shall be covered with material in excess of 20 feet without review of procedures by the manufacturer.

3.03 FIELD QUALITY CONTROL

A. Perform field tests and provide labor, equipment, and incidentals required for testing.

B. Check each straight run of pipeline for gross deficiencies by holding a light in a manhole, catch basin, or other structure; a practically full circle of light shall show through the pipeline when viewed from the adjoining end of line.

END OF SECTION

SECTION 33 42 23

HEADWALLS AND ENDWALLS FOR STORMWATER PIPING

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:
   1. Precast concrete headwalls and endwalls for stormwater piping.
   2. Flap gates.

B. Related Work specified elsewhere:
   1. Section 31 05 13, Soils for Earthwork.
   2. Section 31 05 16, Aggregates for Earthwork.
   3. Section 31 05 19.13, Geotextiles for Earthwork.
   4. Section 31 37 00, Riprap.
   5. Section 32 92 00, Turf and Grasses.

1.02 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. Action submittals:
   1. Shop drawings:
      a. Headwalls and endwalls.
      b. Flap gates.

1.03 DELIVERY, STORAGE, AND HANDLING

A. Comply with Section 01 61 00, Common Product Requirements.

B. Packing, shipping, handling and unloading: Avoid chipping and breakage of precast concrete drainage structures and sections; store as directed. Protect masonry materials and precast concrete from exposure to weather; keep dry until used. Use of precast concrete containing frost shall not be permitted.

C. Acceptance at the Site: Inspect materials delivered to site for damage.

D. Storage and protection: Store materials on site in enclosures or under protective coverings. Do not store materials directly on the ground. Keep materials free of dirt and debris. Store items to prevent excessive rusting or coating with grease or other objectionable materials.

PART 2 - PRODUCTS

2.01 HEADWALLS AND ENDWALLS FOR STORMWATER PIPING

A. Notify the Engineer of the name and location of the precast headwall fabricator at least 30 days before the start of production.

B. Supply precast headwalls meeting the requirements of NYSDOT Standard Specification Section 704-03, except as noted herein.

C. Use the dimensions shown on the Plans. Proposed changes to these dimensions, other than minor changes approved by the Engineer, require submission of three complete sets of working drawings to the Engineer for review and approval.

D. Mark the name or trademark of manufacturer, the date of manufacture, and the unit identification number on the units with permanent waterproof paint.

2.02 FLAP GATES

A. Gates shall be of cast iron construction, circular, and made for wall mounting.

B. Cast iron shall meet the requirements of ASTM A126 Class B.

C. Anchor bolts shall meet the requirements of NYSDOT Standard Specifications Section 723-60. They shall be furnished with two nuts to facilitate installation and alignment of the flat back gate.

D. Bushings shall be commercial grade bronze.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install each headwall as specified on the contract drawings.

B. Install flap gates in accordance with manufacturer’s instructions.

END OF SECTION

SECTION 33 42 31

STORMWATER AREA DRAINS AND INLETS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Drainage structures.
   2. Frames, grates, and covers for drainage structures.

1.02 REFERENCE STANDARDS

A. The following is a list of standards that may be referenced in this section:
   1. ASTM International (ASTM):
      a. A123, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
      b. A497, Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete
      c. A615, Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
      d. C443, Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
      e. C478, Standard Specification for Circular Precast Reinforced Concrete Manhole Sections
      f. C923, Standard Specification for Resilient Connectors between Reinforced Concrete Manhole Structures, Pipes, and Laterals
      g. D3212, Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
      h. D4632, Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
      i. F477, Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
   2. American Association of State Highway and Transportation Officials (AASHTO):
      a. M198, Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets
   3. Federal Specifications (FS):
      a. RR F 621C, Frames, Covers, Gratings, Steps, Sump and Catch Basin, Manhole
   4. State of New York Department of Transportation, Standard Specifications.

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. Action submittals:
   1. Shop drawings:
      a. Drainage structures.
      b. Frames, grates, and covers.
   2. Manufacturer's Material Specifications:
      a. Joints, couplings, and gaskets.
      b. Frames, grates, and covers.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Comply with Section 01 61 00, Common Product Requirements.

B. Packing, shipping, handling and unloading: Avoid chipping and breakage of precast concrete drainage structures and sections.

C. Acceptance at the Site: Inspect upon arrival; identify and segregate as to types, functions, and sizes.

D. Storage and protection:
   1. Drainage Structures: Protect masonry materials and precast concrete from exposure to weather; keep dry until used. Use of precast concrete containing frost shall not be permitted.
   2. Castings: Store items to afford easy accessibility and to prevent excessive rusting or coating with grease or other objectionable materials. Do not store materials directly on the ground.

PART 2 - PRODUCTS

2.01 DRAINAGE STRUCTURES

A. Drainage structures shall include drainage manholes, catch basins, drop inlets, field inlets, drain basins, and special drainage chambers or structures as shown on the Plans, specified, or directed.

B. Precast concrete drainage structures shall be designed for AASHTO HS-20 traffic loading and conform to the requirements of ASTM C478, except as specified herein. Provide an air content of 6 percent, plus or minus 2 percent and a minimum wall thickness of 5 inches. Cast-in-place concrete structures will not be allowed.
   1. Joints between precast concrete structure sections shall be of a compressible gasket type, watertight and conform to ASTM C443 or AASHTO M198, Type B gaskets. The interior and exterior of the joint shall finished with a waterproof mortar grout.
   2. Pipe to wall connections shall be mortared to produce smooth transitions and watertight joints or provided with ASTM C923 resilient connectors.
   3. Drainage structure steps shall be as shown on the Plans, specified or directed.

C. Drain basins shall be as manufactured by Nyloplast, a division of Advanced Drainage Systems, Inc., or approved equal, and manufactured from PVC pipe stock.

1. Pipe to drain basin connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection with the specified pipe system. The joint tightness shall conform to ASTM D3212 for joints for drain and sewer plastic pipe using flexible elastomeric seals. The flexible elastomeric seals shall conform to ASTM F477.

2.02 FRAMES, GRATES, AND COVERS FOR DRAINAGE STRUCTURES

A. Drainage structure frames, grates, covers, and castings shall be East Jordan Iron Works pattern 5419, or approved equal, and shall be of cast iron construction in conformance with Fed. Spec. RR F 621. They shall be equal in quality and at least equal in weight to those referred to on the Plans by the manufacturer's catalog numbers. Frames, grates, and covers in paved areas shall be AASHTO HS-20 traffic design. Steel grates shall conform to the applicable requirements of NYSDOT, and be of welded construction. Surfaces of steel frames, grates, and covers shall be cleaned and hot dipped galvanized after fabrication in accordance with ASTM A123. Drainage manhole frames and covers shall be supplied with eccentric cam lug locking devices when specified or shown. All drainage manhole and catch basin frames, grates, and covers shall be machined to provide non-rocking covers or grates.

B. Drain basin frames and grates shall be ductile iron of the size specified and shall be made specifically for each basin so as to provide a round bottom flange that closely matches the diameter of the surface drainage inlet. Grates for drain basins shall be capable of supporting various wheel loads as specified.

PART 3 - EXECUTION

3.01 DRAINAGE STRUCTURES INSTALLATION

A. Except as specified herein, the Contractor shall acquire from the precast concrete structure manufacturer adequate handling and installation instructions to insure the safe, proper and undamaged installation of the structure. The instructions shall be adequate to insure that all joints in the installed structure are properly sealed so as to prevent infiltration of water. At the time of installation of the structure, the manufacturer shall provide his own representative to advise on the installation.

B. The Contractor will be required to excavate the area where the structure is to be installed and prepare the subgrade using fill as shown on the Plans and as directed by the Engineer. Prior to and during the placement of any backfill and/or the installation of the structure, the Contractor shall dewater the excavation as required and in the manner. The structure is to be carefully lowered into the

excavation by suitable equipment, in such manner as to prevent damage to the structure. Backfill around the structure shall be of suitable material, placed and compacted as specified.

C. Lifting eyes of other similar devices shall be cut off or ground flush with the surface. If necessary, all holes left by lifting devices shall be grouted.

D. Drainage structure steps may be bolted in place during construction or mortared with a concrete grouting material after the structure is completed. The steps shall clear all pipes. Steps in risers and conical top sections shall be aligned to form a continuous ladder with rungs equally spaced vertically in the completed manhole at a maximum distance of 16 inches. Steps shall be embedded into the walls of the riser or conical top section a minimum of 3 inches. The rung shall project a minimum clear distance of 4 inches from the walls of the riser or conical sections measured from the point of embedment.

E. Where shown or specified, the bench walls of standard and drop drainage manholes shall be constructed of Class "C" concrete to an elevation equal to the inside top of the main sewer. The top of the bench wall shall have an increasing slope, away from the channel, as shown on the Plans. All channels shall be constructed to conform to the invert of the pipe and permit a smooth and uninterrupted flow through the manhole.

3.02 DRAIN BASIN INSTALLATION

A. Install in accordance with manufacturer’s recommendations and as shown on Plans, specified, and/or as directed.

B. Prepare subgrade as required.

C. Cut drain basin body at required height following final grading.

D. Backfill around the structure shall be as shown on the Plans, specified, or directed by the Engineer.

E. Drain basins shall not be used for load rated installations unless otherwise directed and approved by the Engineer.

3.03 METAL WORK:

A. Form iron to shape and size with sharp lines and angles.

B. Provide shearing and punching to produce clean, true lines and surfaces.

C. Make castings sound and free from warp and blowholes that may impair strength or appearance.

D. Provide exposed surfaces with a smooth finish and sharp, well defined lines and arises.

E. Provide necessary rabbets, lugs, and brackets wherever necessary.

F. After installation, remove mortar, dirt, and other deleterious materials from frames, covers, gratings, and steps.

3.04 FIELD QUALITY CONTROL

A. Perform field tests and provide labor, equipment, and incidentals required for testing.

END OF SECTION

PART 2 - PRODUCTS

2.01 HEADWALLS AND ENDWALLS FOR STORMWATER PIPING

A. Notify the Engineer of the name and location of the precast headwall fabricator at least 30 days before the start of production.

B. Supply precast headwalls meeting the requirements of NYSDOT Standard Specification Section 704-03, except as noted herein.

C. Use the dimensions shown on the Plans. Proposed changes to these dimensions, other than minor changes approved by the Engineer, require submission of three complete sets of working drawings to the Engineer for review and approval.

D. Mark the name or trademark of manufacturer, the date of manufacture, and the unit identification number on the units with permanent waterproof paint.

2.02 FLAP GATES

A. Gates shall be of cast iron construction, circular, and made for wall mounting.

B. Cast iron shall meet the requirements of ASTM A126 Class B.

C. Anchor bolts shall meet the requirements of NYSDOT Standard Specifications Section 723-60. They shall be furnished with two nuts to facilitate installation and alignment of the flat back gate.

D. Bushings shall be commercial grade bronze.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install each headwall as specified on the contract drawings.

B. Install flap gates in accordance with manufacturer’s instructions.

END OF SECTION

SECTION 33 42 31

STORMWATER AREA DRAINS AND INLETS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Drainage structures.
   2. Frames, grates, and covers for drainage structures.

1.02 REFERENCE STANDARDS

A. The following is a list of standards that may be referenced in this section:
   1. ASTM International (ASTM):
      a. A123, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
      b. A497, Standard Specification for Steel Welded Wire Reinforcement, Deformed, for Concrete
      c. A615, Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
      d. C443, Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets
      e. C478, Standard Specification for Circular Precast Reinforced Concrete Manhole Sections
      f. C923, Standard Specification for Resilient Connectors between Reinforced Concrete Manhole Structures, Pipes, and Laterals
      g. D3212, Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
      h. D4632, Standard Test Method for Grab Breaking Load and Elongation of Geotextiles
      i. F477, Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
   2. American Association of State Highway and Transportation Officials (AASHTO):
      a. M198, Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets
   3. Federal Specifications (FS):
      a. RR F 621C, Frames, Covers, Gratings, Steps, Sump and Catch Basin, Manhole
   4. State of New York Department of Transportation, Standard Specifications.

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. Action submittals:
   1. Shop drawings:
      a. Drainage structures.
      b. Frames, grates, and covers.
   2. Manufacturer's Material Specifications:
      a. Joints, couplings, and gaskets.
      b. Frames, grates, and covers.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Comply with Section 01 61 00, Common Product Requirements.

B. Packing, shipping, handling and unloading: Avoid chipping and breakage of precast concrete drainage structures and sections.

C. Acceptance at the Site: Inspect upon arrival; identify and segregate as to types, functions, and sizes.

D. Storage and protection:
   1. Drainage Structures: Protect masonry materials and precast concrete from exposure to weather; keep dry until used. Use of precast concrete containing frost shall not be permitted.
   2. Castings: Store items to afford easy accessibility and to prevent excessive rusting or coating with grease or other objectionable materials. Do not store materials directly on the ground.

PART 2 - PRODUCTS

2.01 DRAINAGE STRUCTURES

A. Drainage structures shall include drainage manholes, catch basins, drop inlets, field inlets, drain basins, and special drainage chambers or structures as shown on the Plans, specified, or directed.

B. Precast concrete drainage structures shall be designed for AASHTO HS-20 traffic loading and conform to the requirements of ASTM C478, except as specified herein. Provide an air content of 6 percent, plus or minus 2 percent and a minimum wall thickness of 5 inches. Cast-in-place concrete structures will not be allowed.
   1. Joints between precast concrete structure sections shall be of a compressible gasket type, watertight and conform to ASTM C443 or AASHTO M198, Type B gaskets. The interior and exterior of the joint shall finished with a waterproof mortar grout.
   2. Pipe to wall connections shall be mortared to produce smooth transitions and watertight joints or provided with ASTM C923 resilient connectors.
   3. Drainage structure steps shall be as shown on the Plans, specified or directed.

C. Drain basins shall be as manufactured by Nyloplast, a division of Advanced Drainage Systems, Inc., or approved equal, and manufactured from PVC pipe stock.

1. Pipe to drain basin connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection with the specified pipe system. The joint tightness shall conform to ASTM D3212 for joints for drain and sewer plastic pipe using flexible elastomeric seals. The flexible elastomeric seals shall conform to ASTM F477.

2.02 FRAMES, GRATES, AND COVERS FOR DRAINAGE STRUCTURES

A. Drainage structure frames, grates, covers, and castings shall be East Jordan Iron Works pattern 5419, or approved equal, and shall be of cast iron construction in conformance with Fed. Spec. RR F 621. They shall be equal in quality and at least equal in weight to those referred to on the Plans by the manufacturer's catalog numbers. Frames, grates, and covers in paved areas shall be AASHTO HS-20 traffic design. Steel grates shall conform to the applicable requirements of NYSDOT, and be of welded construction. Surfaces of steel frames, grates, and covers shall be cleaned and hot dipped galvanized after fabrication in accordance with ASTM A123. Drainage manhole frames and covers shall be supplied with eccentric cam lug locking devices when specified or shown. All drainage manhole and catch basin frames, grates, and covers shall be machined to provide non-rocking covers or grates.

B. Drain basin frames and grates shall be ductile iron of the size specified and shall be made specifically for each basin so as to provide a round bottom flange that closely matches the diameter of the surface drainage inlet. Grates for drain basins shall be capable of supporting various wheel loads as specified.

PART 3 - EXECUTION

3.01 DRAINAGE STRUCTURES INSTALLATION

A. Except as specified herein, the Contractor shall acquire from the precast concrete structure manufacturer adequate handling and installation instructions to insure the safe, proper and undamaged installation of the structure. The instructions shall be adequate to insure that all joints in the installed structure are properly sealed so as to prevent infiltration of water. At the time of installation of the structure, the manufacturer shall provide his own representative to advise on the installation.

B. The Contractor will be required to excavate the area where the structure is to be installed and prepare the subgrade using fill as shown on the Plans and as directed by the Engineer. Prior to and during the placement of any backfill and/or the installation of the structure, the Contractor shall dewater the excavation as required and in the manner. The structure is to be carefully lowered into the

excavation by suitable equipment, in such manner as to prevent damage to the structure. Backfill around the structure shall be of suitable material, placed and compacted as specified.

C. Lifting eyes of other similar devices shall be cut off or ground flush with the surface. If necessary, all holes left by lifting devices shall be grouted.

D. Drainage structure steps may be bolted in place during construction or mortared with a concrete grouting material after the structure is completed. The steps shall clear all pipes. Steps in risers and conical top sections shall be aligned to form a continuous ladder with rungs equally spaced vertically in the completed manhole at a maximum distance of 16 inches. Steps shall be embedded into the walls of the riser or conical top section a minimum of 3 inches. The rung shall project a minimum clear distance of 4 inches from the walls of the riser or conical sections measured from the point of embedment.

E. Where shown or specified, the bench walls of standard and drop drainage manholes shall be constructed of Class "C" concrete to an elevation equal to the inside top of the main sewer. The top of the bench wall shall have an increasing slope, away from the channel, as shown on the Plans. All channels shall be constructed to conform to the invert of the pipe and permit a smooth and uninterrupted flow through the manhole.

3.02 DRAIN BASIN INSTALLATION

A. Install in accordance with manufacturer’s recommendations and as shown on Plans, specified, and/or as directed.

B. Prepare subgrade as required.

C. Cut drain basin body at required height following final grading.

D. Backfill around the structure shall be as shown on the Plans, specified, or directed by the Engineer.

E. Drain basins shall not be used for load rated installations unless otherwise directed and approved by the Engineer.

3.03 METAL WORK:

A. Form iron to shape and size with sharp lines and angles.

B. Provide shearing and punching to produce clean, true lines and surfaces.

C. Make castings sound and free from warp and blowholes that may impair strength or appearance.

D. Provide exposed surfaces with a smooth finish and sharp, well defined lines and arises.

E. Provide necessary rabbets, lugs, and brackets wherever necessary.

F. After installation, remove mortar, dirt, and other deleterious materials from frames, covers, gratings, and steps.

3.04 FIELD QUALITY CONTROL

A. Perform field tests and provide labor, equipment, and incidentals required for testing.

END OF SECTION

WATER DISTRICT NO. 5

WATER SYSTEM IMPROVEMENTS
CONTRACT NO. 1 - WELL #6 - SITE FILL

TOWN OF ROTTERDAM
49 RICE ROAD
SCHENECTADY COUNTY, NEW YORK

FINANCED BY:
DRINKING WATER STATE REVOLVING FUND
DWSRF NO. 19259

10 Airline Drive
Suite 200
Albany, NY
12205

Barton & Loguidice, D.P.C.

MEMBERS OF TOWN BOARD

MOLLIE A. COLLINS	TOWN SUPERVISOR
JACK DODSON	DEPUTY TOWN SUPERVISOR
TERI A. GALLUCCI	TOWN COUNCIL
JOSEPH C. MASTROIANNI	TOWN COUNCIL
RON SCHLAG	TOWN COUNCIL
DIANE M. MARCO	TOWN CLERK
COURTNEY HEINEL	TOWN ATTORNEY
JUSTIN PETERSON	SENIOR WATER PLANT OPERATOR

PROJECT LOCATION MAP
NOT TO SCALE

DECEMBER 2024
ISSUE FOR BID

PREPARED AND APPROVED BY

ROY A. RICHARDSON JR., P.E. DATE SIGNED
NEW YORK STATE PROFESSIONAL 12/6/2024
PROFESSIONAL ENGINEERS LICENSE NO 093902
EXPIRATION DATE: 09/30/2025

Sheet Number
G001
Project Number
904.043.002

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 §7209 SPECIAL PROVISIONS, FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE SEAL OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING PROFESSIONAL SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

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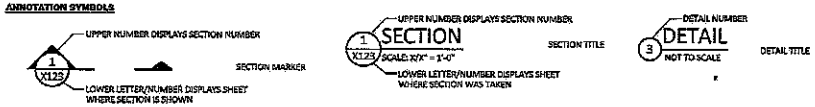
INDEX OF DRAWINGS

SHEET NO.	SHEET TITLE
G001	COVER SHEET
G002	INDEX OF DRAWINGS, GENERAL NOTES, AND LEGEND
C100	EXISTING WELLFIELD SITE PLAN
C101	PROPOSED WELLFIELD SITE PLAN
C500	CIVIL DETAILS
C700	EROSION & SEDIMENT CONTROL DETAILS

CONTACT INFORMATION
JUSTIN PETERSON
(518) 376-8442

ANNOTATION SYMBOLS:



GENERAL NOTES:

1. THE CONTRACTOR SHALL NOTIFY THE ROTTERDAM POLICE DEPARTMENT, (518) 630-0911, AND TOWN FIRE DEPARTMENT, (518) 377-0909, OF WEEKLY WORK SCHEDULE AND WORK LOCATIONS.
2. THE CONTRACTOR SHALL COORDINATE WITH SENIOR WATER OPERATOR - JUSTIN PETERSON, (518) 378-3442, PRIOR TO CONSTRUCTION TO DETERMINE APPROVED LOCATIONS FOR CONTRACTOR EQUIPMENT STAGING AREAS AND/OR MATERIAL STORAGE AREAS.
3. THE CONTRACTOR SHALL VERIFY EXISTING UTILITY LOCATIONS (INCLUDING BUT NOT LIMITED TO WATER, SANITARY SEWER, STORM SEWER, GAS, TELEPHONE, CABLE, AND ELECTRIC) THROUGH UDIS NEW YORK PRIOR TO EXCAVATION. THE CONTRACTOR SHALL CONFIRM LOCATION AND ELEVATION OF ALL CONNECTIONS AND CROSSING OF UTILITIES WITHIN 30 DAYS OF CONTRACT AWARD. ANY DAMAGE TO FACILITIES SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AND OWNER AT THE CONTRACTOR'S EXPENSE.
4. RESTORE ALL SURFACES TO AS GOOD OR AS BETTER CONDITION THAN BEFORE CONSTRUCTION AS SOON AS POSSIBLE FOLLOWING COMPLETION OF WORK IN ANY AREA. TEMPORARY SEEDING OR MULCH SHALL BE USED WITHIN 24 HOURS ON ALL DISTURBED AREAS (NYS, COUNTY OR TOWN R.O.W.) WHERE ADDITIONAL WORK IS NOT SCHEDULED WITHIN 5 DAYS.
5. THE CONTRACTOR SHALL VERIFY BOTH HORIZONTAL AND VERTICAL CONTROL INFORMATION PRIOR TO THE START OF CONSTRUCTION.
6. CONTRACTOR SHALL INSTALL ADEQUATE MEASURES TO PREVENT EXISTING SITE FEATURES FROM DAMAGE. IF DAMAGE OCCURS, ALL DAMAGED SITE FEATURES SHALL BE RETURNED TO THEIR ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE TOWN.
7. ANY LAWN AREAS THAT EXPERIENCE DISTURBANCE SHALL RECEIVE TOPSOIL, SEED, AND MULCH AT THE COMPLETION OF CONSTRUCTION.
8. ALL AREAS OF DISTURBANCE SHALL BE RETURNED TO A CONDITION THAT AT A MINIMUM MATCHES THE EXISTING PRE-CONSTRUCTION CONDITIONS.
9. ALL PERMITS REQUIRED BY AGENCIES AND/OR AUTHORITIES HAVING STATUTORY JURISDICTION OVER THE UTILITIES AND EXISTING SITE FEATURES WITHIN THE PROJECT SITE AND THOSE IMPACTED BY PROPOSED WORK OUTLINED WITHIN THESE DRAWINGS SHALL BE OBTAINED BY THE CONTRACTOR.
10. ALL EXISTING VEGETATION NOT INDICATED FOR REMOVAL SHALL BE PROTECTED BY THE CONTRACTOR. FENCES AND/OR BARRICADES SHALL BE INSTALLED TO PREVENT DAMAGE BY VEHICLES. VEHICLES SHALL NOT BE PARKED OR DRIVEN ON LAWNS UNLESS AUTHORIZED BY THE TOWN. VEHICLE TRAFFIC SHALL BE KEPT OUTSIDE DRIP LINE OF EXISTING TREES. SOIL COMPACTION SHALL NOT TAKE PLACE WITHIN DRIP LINES OF TREES AND SHRUBS.
11. NO REFUELING OF VEHICLES OR EQUIPMENT, OR STORAGE OF FUEL IN ANY VOLUME SHALL BE PERMITTED WITHIN THE WELLFIELD PROPERTY.
12. THE PLANS SHOW KNOWN SUBSURFACE STRUCTURES. ABOVEGROUND STRUCTURES AND/OR UTILITIES REQUIRED TO EXIST IN THE WORKING AREA, CONTRACTOR IS WARNED THAT THE EXACT OR EVEN APPROXIMATE LOCATION OF SUCH MAY BE DIFFERENT FROM THAT SHOWN OR MAY NOT BE SHOWN, AND IT SHALL BE HIS RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXECUTING ANY WORK. CONTRACTOR SHALL COMPLY WITH THE STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE, 16 NYCRR PART 753. CALL DIG UDIS NY @ 1-800-962-7962.
13. EXISTING UTILITIES, (SHOWN OR NOT SHOWN IN PLANS) INCLUDING BUT NOT LIMITED TO WATER SERVICES, WATER MAINS, STORMWATER (INCLUDING PIPES), DRAINAGE STRUCTURES, SWALES, DITCHES, ETC.), SANITARY SEWER, UNDERGROUND/ABOVE GROUND ELECTRICAL, GAS, PHONE AND CABLE SHALL BE LOCATED AND PROTECTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING OR REPAIRING ANY AND ALL DAMAGED UTILITY, AFFECTED BY CONSTRUCTION ACTIVITIES, TO THE SATISFACTION OF THE ENGINEER AND OWNER AT NO ADDITIONAL COST TO THE OWNER.
14. ALL TREES MARKED FOR REMOVAL IN THE PLANS SHALL BE REMOVED ON AN AS-NEEDED BASIS. NO OTHER TREES SHALL BE REMOVED WITHOUT PRIOR APPROVAL FROM THE ENGINEER AND TOWN.
15. CONTRACTOR TO MAINTAIN DRAINAGE SWALES AND WATER COURSE WAYS DURING ALL OPERATION OF CONSTRUCTION.
16. THE CONTRACTOR SHALL FAMILIARIZE HIM/HER SELF WITH SITE CONDITIONS AND SHALL INCLUDE PROVISIONS TO AVOID CONFLICTS WITH AND/OR RESTORE SITE FEATURES IN THE BID. NO SEPARATE OR ADDITIONAL PAYMENT WILL BE MADE FOR WORK REQUIRED TO AVOID CONFLICTS WITH EXISTING SURFACE FEATURES OR RESTORE THOSE WHICH ARE NOT SHOWN.
17. THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT THE EXPRESSED APPROVAL OF THE ENGINEER AND OWNER.
18. RESTORE ALL SURFACES TO AS GOOD AS OR BETTER CONDITION THAN BEFORE CONSTRUCTION AS SOON AS POSSIBLE FOLLOWING COMPLETION OF WORK IN ANY AREA. SURFACES SHALL BE RESTORED TO PRE-CONSTRUCTION GRADES.
19. THE CONTRACTOR SHALL COORDINATE THE TEMPORARY SUPPORT AND/OR RELOCATION OF UTILITY POLES, WHERE NECESSARY, WITH THE RESPECTIVE UTILITY. CONTRACTOR TO HOLD ALL UTILITY POLES DURING ALL CONSTRUCTION. SUCH COORDINATION AND SUPPORT SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ANY SURVEY OR RIGHT-OF-WAY MONUMENTS DISTURBED DURING CONSTRUCTION. THE CONTRACTOR SHALL EMPLOY A LICENSED LAND SURVEYOR TO RESTORE ALL DISTURBED MONUMENTS TO THEIR ORIGINAL LOCATION.
21. CONTRACTOR SHALL SWEEP ROAD DAILY, MAINTAIN A TIDY WORK SITE AND FURNISH AND APPLY WATER FOR DUST CONTROL, AS NEEDED OR AS DIRECTED BY THE ENGINEER. NO SEPARATE PAYMENTS SHALL BE MADE FOR THIS WORK.
22. ALL EXISTING WELLS SHALL BE PROTECTED DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROTECTING WELLS. IT IS AT THE CONTRACTOR'S DISCRETION TO DO TESTING BEFORE, DURING, AND AFTER CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR TESTING.
23. CONTRACTOR SHALL TAKE CARE NOT TO UNDERMINE ROADWAY PAVEMENT. ANY DISTURBED OR UNDERMINED PAVEMENT SHALL BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.
24. CONTRACTOR IS RESPONSIBLE FOR ALL SURVEY AND STAKEOUT FOR THIS PROJECT.
25. CONTRACTOR IS RESPONSIBLE FOR FINAL AS BUILT DRAWINGS OF THE PROJECT.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL FIELD LAYOUTS. AS-BUILT PLANS SHALL BE REVIEWED BY THE OWNER, AND THE ENGINEER AND THE CONTRACTOR SHALL PROVIDE ANY CORRECTION OR ADDITIONS TO THE SATISFACTION OF THE OWNER AND THE ENGINEER BEFORE UTILITIES WILL BE ACCEPTED.
27. PROPOSED EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO START OF CONSTRUCTION AND SHALL BE MAINTAINED ACCORDING TO NYS STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL, NYSDEC, 2016. CONTRACTOR SHALL REMOVE DEVICES UPON CONSTRUCTION COMPLETION.
28. CONTRACTOR TO STAGE ALL EQUIPMENT AND SECURITY. CONTRACTOR SHALL COORDINATE WITH OWNER AND ENGINEER AN ACCEPTABLE AREA TO BE UTILIZED FOR STAGING, STORAGE AND STOCK PILING OF MATERIAL, ETC. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS FOR THESE AREAS. STOCKPILES SHALL NOT BE LOCATED WITHIN WETLANDS, WITHIN 100 FEET OF NYSDEC REGULATED WETLANDS, OR WITHIN 50 FEET OF STREAM BANKS.
29. THE CONTRACTOR IS RESPONSIBLE FOR ALL EXCAVATION, INCLUDING ANY ROCK, OR CONCRETE EXCAVATION AND NO ADDITIONAL PAYMENT WILL BE MADE FOR STRUCTURES, CONCRETE EXCAVATION OR REMOVAL OF CONSTRUCTION DEBRIS AND OBSTRUCTIONS AT THE PROJECT SITE.
30. FOR CLARITY, EXISTING FACILITIES AND SITE FEATURES ARE GENERALLY SHOWN LIGHT. NEW FACILITIES AND SITE FEATURES ARE GENERALLY SHOWN HEAVY.
31. CONTRACTOR TO DISPOSE OF ALL EXISTING DEBRIS IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS. CONTRACTOR TO PROVIDE ALL DUMPSTERS, TRANSPORTATION FEES, AND DISPOSAL FEES AS REQUIRED FOR THEIR OPERATIONS.
32. CONTRACTOR TO CONFORM WITH ALL REGULATORS REGARDING WETLANDS AND ENVIRONMENTAL SENSITIVE AREAS. REGULATORS INCLUDE BUT ARE NOT LIMITED TO NYSDEC JOINT APPLICATION PERMIT AND USACE NATIONWIDE PERMITS.
33. TREES EQUAL TO OR GREATER THAN 3 INCHES IN DIAMETER MAY ONLY BE CLEARED BETWEEN NOVEMBER 1 AND MARCH 31 TO AVOID ADVERSE IMPACTS TO THE INDIANA BAT.

RECONSTRUCTION NOTES:

1. ALL EARTHWORK GRADING SHALL BE BLENDED SMOOTHLY AND EVENLY INTO EXISTING CONDITIONS.

MATERIAL STOCKPILE NOTES:

1. EXCESS SOIL TO BE STOCKPILED WITHIN THE LIMITS OF SITE DISTURBANCE (IF IT IS NOT USED IMMEDIATELY FOR GRADING PURPOSES AND IF IT IS EXPECTED TO REMAIN EXPOSED FOR PERIODS MORE THAN FOURTEEN (14) DAYS) SHALL HAVE HAY BALE BERMS OR SILT FENCES CONSTRUCTED AROUND ALL STOCKPILES OF FILL, TOPSOIL AND EXCAVATED OVERBURDEN. HAY BALE BERMS AND SILT FENCES SHALL BE ANCHORED AND MAINTAINED IN GOOD CONDITION UNTIL SUCH TIME AS SAID STOCKPILES ARE REMOVED AND STOCKPILING AREAS ARE BROUGHT TO FINAL GRADE AND PERMANENTLY STABILIZED.
2. IN NO CASE SHALL ERODIBLE MATERIALS BE STOCKPILED WITHIN 25'-0" OF ANY DITCH, STREAM OR OTHER SURFACE WATER BODY.

LITTER AND CONSTRUCTION DEBRIS CONTROL MEASURES:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE FOLLOWING LITTER AND CONSTRUCTION DEBRIS CONTROL MEASURES:

1. THE CONTRACTOR SHALL DISPOSE OF ALL CONSTRUCTION DEBRIS AT AN OFF-SITE FACILITY APPROVED FOR THE TYPE OF MATERIAL GENERATED AT THE SITE.
2. NO BURNING OR BURY PITS WILL BE PERMITTED ON SITE. STUMPS ARE TO BE REMOVED.
3. PRIOR TO LEAVING THE SITE EACH DAY, THE CONTRACTOR SHALL INSPECT THE PROJECT SITE AND PLACE ALL LITTER AND CONSTRUCTION DEBRIS IN APPROPRIATE STORAGE CONTAINERS.

CONSTRUCTION SEQUENCING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE FOLLOWING PRE-CONSTRUCTION SEQUENCE:

1. CONTRACTOR AND ANY SUBCONTRACTORS SHALL READ AND UNDERSTAND THE PLANS AND THE NYSDEC BLUE BOOK FOR STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL.
2. CONTRACTOR SHALL ATTEND A PRE-CONSTRUCTION MEETING WITH THE OWNER'S REPRESENTATIVES AT LEAST ONE WEEK PRIOR TO STARTING CONSTRUCTION. CONTRACTOR SHALL REQUEST ALL UTILITY OWNERS TO ATTEND PRE-CONSTRUCTION MEETING.
3. CONTRACTOR SHALL COMMENCE SITE CONSTRUCTION ACTIVITIES AS REQUIRED. ALL CLEARING/GRUBBING ACTIVITIES SHALL BE IN COMPLIANCE WITH ENVIRONMENTAL REGULATIONS AND RESTRICTIONS, INCLUDING THOSE WHICH PROTECT THE NORTHERN LONG EARED AND TRICOLORED BAT.
4. CONTRACTOR SHALL COMPLY WITH THE TOWN OF ROTTERDAM STANDARDS AS SET FORTH IN THEIR RESPECTIVE PERMITS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING UTILITY POLES DURING CONSTRUCTION OPERATIONS, INCLUDING TEMPORARILY SUPPORTING POLES DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER. COORDINATE UTILITY POLE WORK WITH UTILITY COMPANY.

WORK ZONE RESTRICTION NOTE:

1. ON-SITE WORK HOURS: LIMIT WORK IN THE PROJECT AREA TO NORMAL BUSINESS WORKING HOURS OF 7 A.M. TO 3:30 P.M., MONDAY THROUGH FRIDAY, UNLESS OTHERWISE INDICATED.

EXISTING CONDITIONS AND DEMOLITIONS LEGEND:

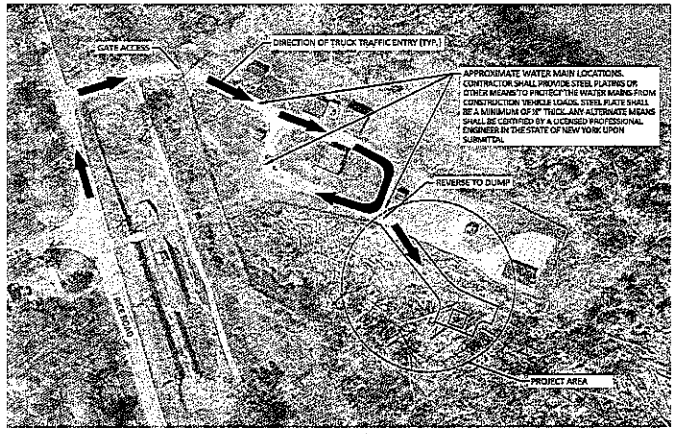
- EXISTING ASPHALT PAVEMENT
- EXISTING BUILDING
- DEBRIS PILE
- EXISTING RIP-RAP
- EXISTING WELL
- EXISTING CULVERT
- EXISTING PROPERTY LINE
- EXISTING 5' CONTOUR (320)
- EXISTING 1' CONTOUR
- EXISTING TREELINE
- EXISTING CHAIN LINK FENCE
- EXISTING OVERHEAD WIRE

PROPOSED LEGEND:

- PROPOSED GRAVEL ACCESS ROAD
- PROPOSED SEEDING
- PROPOSED WELL LOCATIONS
- PROPOSED STORM DRAINAGE PIPE (SD)
- PROPOSED CONTOUR (1FT) (321)
- PROPOSED COMPOST FILTER SOCK
- PROPOSED CLEARING LIMITS

ABBREVIATIONS

APPROX.	APPROXIMATE
CFS	CUBIC FEET PER SECOND
EL.	ELEVATION
E.O.P.	EDGE OF PAVEMENT
(EX.)	EXISTING
FES	FLARED END SECTION
HDPE	HIGH-DENSITY POLYETHYLENE
INV.	INVERT
MAX.	MAXIMUM
P.V.C.	POLYVINYL CHLORIDE
TYP.	TYPICAL



GENERAL SITE PLAN

SCALE: NTS

IT IS A VIOLATION OF NEW YORK STATE EDUCATION LAW, ARTICLE 145, §7209 SPECIAL PROVISIONS. FOR ANY PERSON, UNLESS THAT PERSON IS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING PROFESSIONAL SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

REVISIONS

12/24	CLIENT REVISIONS

TOWN OF ROTTERDAM
CONTRACT NO. 1 - WELL #6 - SITE FILL

INDEX OF DRAWINGS, GENERAL NOTES, AND LEGEND

SCHENECTADY COUNTY, NEW YORK
TOWN OF ROTTERDAM

Barton & Loguidice, D.P.C.
10 Airline Drive
Suite 200
Albany, NY
12205

DECEMBER 2024

Scale: AS SHOWN

Sheet Number: G002

Project Number: 904.043.002

Plotted: Dec 06, 2024 - 11:26AM By: jpeixoto
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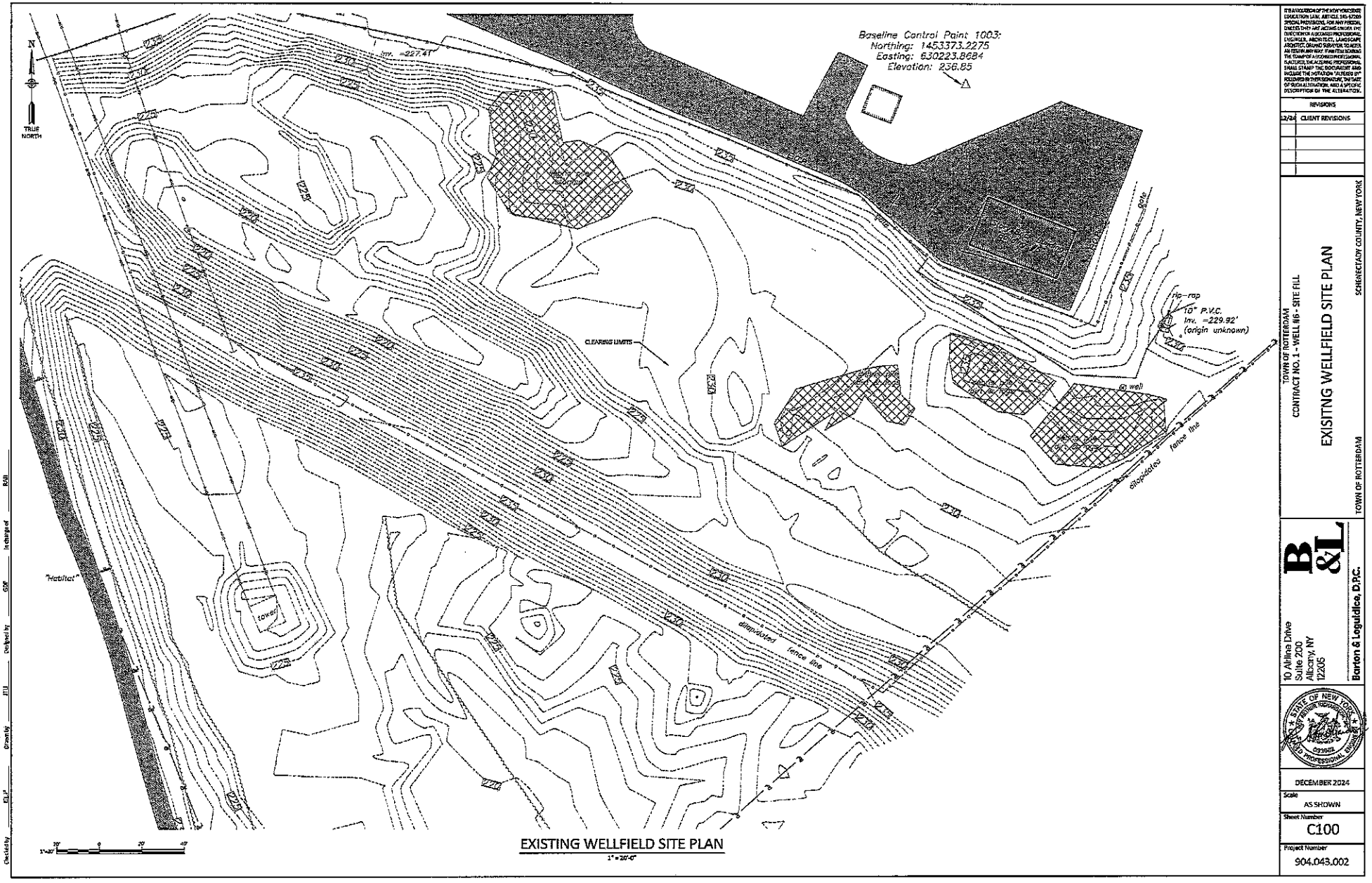
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Easting: 630223.8684
Elevation: 236.85
N
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Inv. =227.41
CLEARING LIMITS
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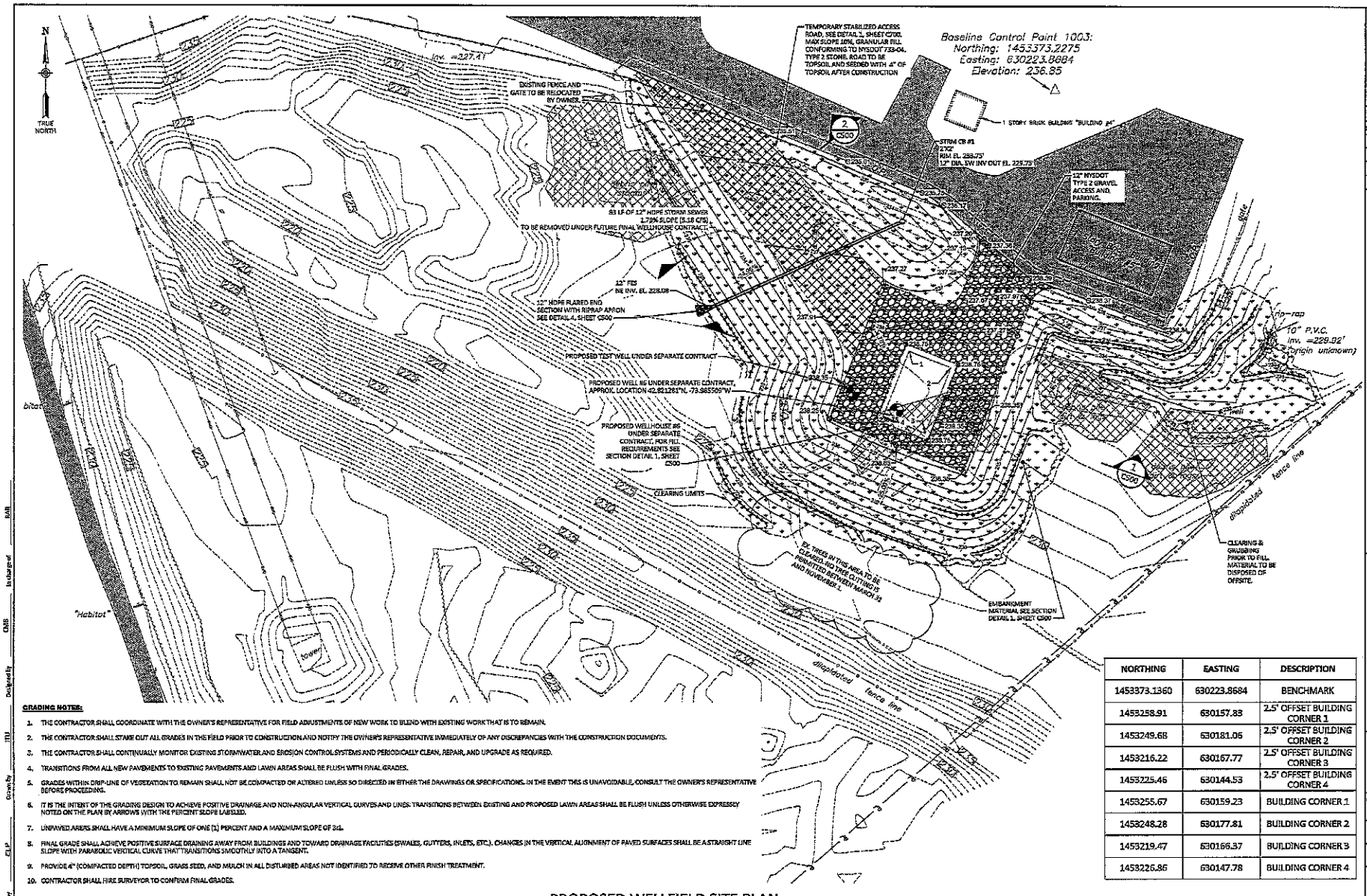
10" P.V.C.
Inv. =229.92'
(origin unknown)
(E well)
stockade fence line
"Habitat"
tower
dilapidated fence line
EXISTING WELLFIELD SITE PLAN
1" = 20'-0"
TOWN OF ROTTERDAM
CONTRACT NO. 1 - WELL #6 - SITE FILL
EXISITNG WELLFIELD SITE PLAN
SCHENECTADY COUNTY, NEW YORK
TOWN OF ROTTERDAM
REVISIONS
12/24 CLIENT REVISIONS
Barton & Loguidice, D.P.C.
10 Airline Drive
Suite 200
Albany, NY
12205
DECEMBER 2024
Scale
AS SHOWN
Sheet Number
C100
Project Number
904.043.002



NORTHING	EASTING	DESCRIPTION
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1453249.68	630181.06	2.5' OFFSET BUILDING CORNER 2
1453216.22	630167.77	2.5' OFFSET BUILDING CORNER 3
1453225.46	630144.53	2.5' OFFSET BUILDING CORNER 4
1453255.67	630159.23	BUILDING CORNER 1
1453248.28	630177.81	BUILDING CORNER 2
1453219.47	630166.37	BUILDING CORNER 3
1453226.86	630147.78	BUILDING CORNER 4

GRADING NOTES:

1. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER'S REPRESENTATIVE FOR FIELD ADJUSTMENTS OF NEW WORK TO BLEND WITH EXISTING WORK THAT IS TO REMAIN.
2. THE CONTRACTOR SHALL STAKE OUT ALL GRADES IN THE FIELD PRIOR TO CONSTRUCTION AND NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY OF ANY DISCREPANCIES WITH THE CONSTRUCTION DOCUMENTS.
3. THE CONTRACTOR SHALL CONTINUALLY MONITOR EXISTING STORMWATER AND EROSION CONTROL SYSTEMS AND PERIODICALLY CLEAN, REPAIR, AND UPGRADE AS REQUIRED.
4. TRANSITIONS FROM ALL NEW PAVEMENTS TO EXISTING PAVEMENTS AND LAWN AREAS SHALL BE FLUSH WITH FINAL GRADES.
5. GRADES WITHIN DRIP-LINE OF VEGETATION TO REMAIN SHALL NOT BE COMPACTED OR ALTERED UNLESS SO DIRECTED IN EITHER THE DRAWINGS OR SPECIFICATIONS. IN THE EVENT THIS IS UNAVOIDABLE, CONSULT THE OWNER'S REPRESENTATIVE BEFORE PROCEEDING.
6. IT IS THE INTENT OF THE GRADING DESIGN TO ACHIEVE POSITIVE DRAINAGE AND NON-ANGULAR VERTICAL CURVES AND LINES. TRANSITIONS BETWEEN EXISTING AND PROPOSED LAWN AREAS SHALL BE FLUSH UNLESS OTHERWISE EXPRESSLY NOTED ON THE PLAN BY ARROWS WITH THE PERCENT SLOPE LABELED.
7. UNPAVED AREAS SHALL HAVE A MINIMUM SLOPE OF ONE (1) PERCENT AND A MAXIMUM SLOPE OF 2:1.
8. FINAL GRADE SHALL ACHIEVE POSITIVE SURFACE DRAINING AWAY FROM BUILDINGS AND TOWARD DRAINAGE FACILITIES (SWALES, GUTTERS, INLETS, ETC.). CHANGES IN THE VERTICAL ALIGNMENT OF PAVED SURFACES SHALL BE A STRAIGHT LINE SLOPE WITH PARABOLIC VERTICAL CURVE THAT TRANSITIONS SMOOTHLY INTO A TANGENT.
9. PROVIDE 4" (COMPACTED DEPTH) TOPSOIL, GRASS SEED, AND MULCH IN ALL DISTURBED AREAS NOT IDENTIFIED TO RECEIVE OTHER FINISH TREATMENT.
10. CONTRACTOR SHALL HIRE SURVEYOR TO CONFIRM FINAL GRADES.

PROPOSED WELLFIELD SITE PLAN
1" = 20'-0"

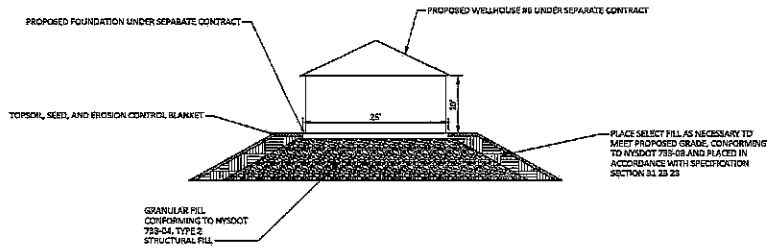
IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 §7209 SPECIAL PROVISIONS, FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING PROFESSIONAL SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

REVISIONS
12/24 CLIENT REVISIONS

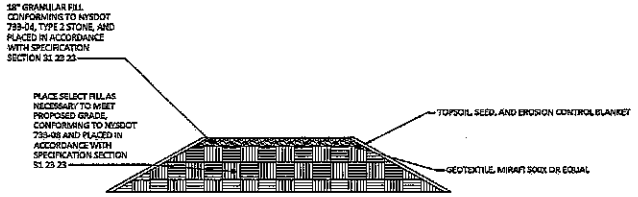
TOWN OF ROTTERDAM
CONTRACT NO. 1 - WELL #6 - SITE FILL
PROPOSED WELLFIELD SITE PLAN
SCHENECTADY COUNTY, NEW YORK
TOWN OF ROTTERDAM

Barton & Loguidice, D.P.C.
10 Airline Drive
Suite 200
Albany, NY
12205

DECEMBER 2024
Scale: AS SHOWN
Sheet Number: C101
Project Number: 904.043.002



1 C500 PROPOSED WELLHOUSE #6 SECTION DETAIL
SCALE: NOT TO SCALE



2 C500 TEMPORARY ACCESS ROAD SECTION DETAIL
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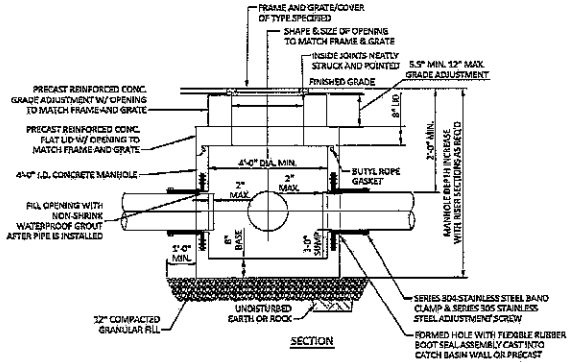
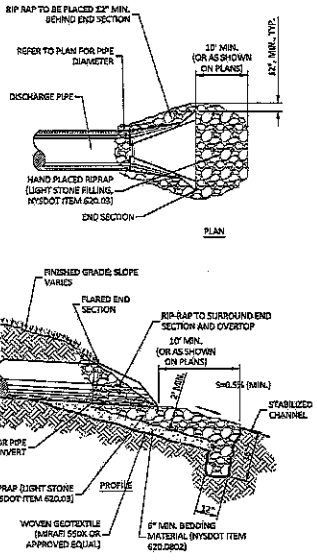


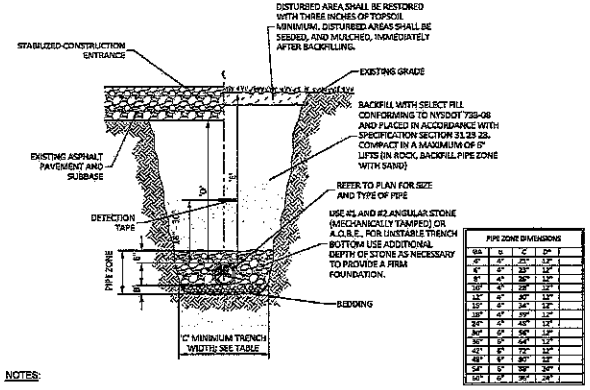
CATCH BASINS
HEAVY DUTY FRAME AND GRATE NO. 5419 AS MANUFACTURED BY EAST JORDAN IRON WORKS OR APPROVED EQUAL.

3 CATCH BASIN DETAIL
NOT TO SCALE



NOTES:
1. REFER TO PLANS FOR RIPRAP LENGTH AND APRON WIDTH.
2. REFER TO PLANS FOR PIPE SIZES, SLOPES AND INVERTS.
3. MAX SIDE SLOPE 3H:1V

TYPICAL FLARED END SECTION WITH RIPRAP APRON DETAIL
4 NOT TO SCALE



PIPE ZONE DIMENSIONS			
DIA.	B	C*	D*
4"	4"	21"	12"
6"	6"	21"	12"
8"	8"	21"	12"
10"	10"	21"	12"
12"	12"	21"	12"
15"	15"	21"	12"
18"	18"	21"	12"
24"	24"	21"	12"
30"	30"	21"	12"
36"	36"	21"	12"
42"	42"	21"	12"
48"	48"	21"	12"
54"	54"	21"	12"
60"	60"	21"	12"

NOTES:
* THESE DEPTHS OF COVER REPRESENT THE MINIMUM ACCEPTABLE DEPTHS FOR THE STRUCTURAL INEGRITY OF HDPE PIPES UNDER H-25 TRAFFIC APPLICATIONS. CONTRACTOR SHALL REFER TO SPECIFICATIONS, PLANS AND/OR MUNICIPAL REGULATION FOR ACTUAL REQUIRED MINIMUM DEPTHS OF COVER.

1. ALL STORM SEWER PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321 "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS"
2. MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL WHEN REQUIRED.
3. FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER, AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.
2. BEDDING: SUITABLE MATERIAL SHALL BE NYSDOT TYPE 2 BEDDING MATERIAL (ITEM 620.0502). THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. UNLESS OTHERWISE NOTED BY THE ENGINEER.
3. INITIAL BACKFILL: SUITABLE MATERIAL SHALL BE CLASS I, II OR III IN THE PIPE ZONE EXTENDING TO THE CROWN OF PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION.
4. TRENCH SHALL BE EXCAVATED AND MAINTAINED IN ACCORDANCE WITH APPLICABLE OSHA, STATE AND LOCAL REGULATIONS
5. PROVIDE DETECTION TAPE ON ALL HDPE PIPING.

TYPICAL HDPE PIPE TRENCH DETAIL
5 NOT TO SCALE

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 SECTION 7209 FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING PROFESSIONAL SHALL STAMP THE DOCUMENTS AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

REVISIONS	
12/24	CLIENT REVISIONS

TOWN OF ROTTERDAM
CONTRACT NO. 1 - WELL #6 - SITE FILL
CIVIL DETAILS
SCHENECTADY COUNTY, NEW YORK

Barton & Loguidice, D.P.C.
10 Airline Drive
Suite 200
Albany, NY
12205

STATE OF NEW YORK
CHRISTINE RIGHTMYER
073967
PROFESSIONAL ENGINEER

DECEMBER 2024
Scale: AS SHOWN
Sheet Number: C500
Project Number: 904.043.002

TOWN OF ROTTERDAM

Plotted: Dec 06, 2024 - 11:05pm DIR: By: brownm
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Checked by: _____ Drawn by: rtd Designed by: _____ Design Ck'd by: _____ In charge of: _____

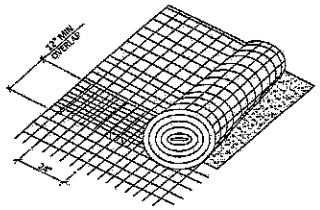
EROSION AND SEDIMENT CONTROL NOTES:

1. INSPECTION, PERIODIC CLEANING AND MAINTENANCE OF TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL DEVICES SHALL BE CONDUCTED AT LEAST ONCE PER 7 CALENDAR DAYS AND AFTER EACH RAINFALL EVENT >0.5 INCHES.
2. ALL CONTROLS SHALL BE PLACED PRIOR TO STARTING EARTHWORK OPERATIONS AND SHALL REMAIN IN PLACE UNTIL THE NEW SLOPES ARE STABILIZED WITH SEEDING AND/OR SLOPE PROTECTION AND A.O.S.E.
3. FILTER FABRIC SHALL SATISFY THE REQUIREMENTS OF SECTION 207-41 OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
4. SEDIMENT CONTROL FENCE SHALL NOT BE USED IN AREAS OF CONCENTRATED FLOW. THE ENGINEER MAY CALL FOR BRACING FENCE WITH HAY BALES OR WIRE FENCING.
5. ALL AREAS OF SOIL DISTURBANCES RESULTING FROM THIS PROJECT SHALL BE SEEDED WITH AN APPROPRIATE PERENNIAL GRASS SEED AND MULCHED WITH HAY OR STRAW WITHIN ONE WEEK OF FINAL GRADING. MULCH SHALL BE MAINTAINED UNTIL A SUITABLE COVER IS ESTABLISHED.
6. SAND BAGS APPROVED FOR USE SHALL BE OF A REINFORCED GEOTEXTILE TYPE WITH TIES. NO BURLAP BAGS SHALL BE USED. SAND OR GRAVEL MAY BE USED AS THE FILL MATERIAL WITH THIS TYPE OF BAG IF MATERIAL IS DOUBLE BAGGED AND INDIVIDUALLY TIED TO PREVENT LEAKAGE. GRAVEL MATERIAL USED TO FILL THE BAGS SHALL MEET THE SIZE DESIGNATION #1 OF TABLE 703-4 OF THE STANDARD NYSDOT SPECIFICATION.
7. THE COST OF INSTALLING, CLEANING, AND REMOVING TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL DEVICES SHALL BE INCLUDED UNDER THE EROSION AND SEDIMENT CONTROL BID ITEM. NO SEPARATE PAYMENT SHALL BE MADE FOR THE WORK CONTEMPLATED ON THIS SHEET.
8. ROLLED EROSION CONTROL PRODUCT INSTALLATION SHALL FOLLOW NORTH AMERICAN GREEN, OR APPROVED EQUAL, PRODUCT INSTALLATION SPECIFICATIONS FOR SLOPE OR CHANNEL INSTALLS.
9. DUST CONTROL MEASURES SHALL BE USED ON CONSTRUCTION ROADS, ACCESS POINTS, AND OTHER DISTURBED AREAS. VEGETATION SHOULD BE LET WHERE PRACTICAL, AND TEMPORARY OR PERMANENT STABILIZATION MEASURES SHALL BE INSTALLED. NON-GRAVEL DRIVING AREAS SHALL BE SPRAYED WITH WATER UNTIL WET, OR GEOTEXTILE OR STONE MAY BE PLACED ON DRIVING SURFACE TO REDUCE DUST.
10. CARE SHALL BE TAKEN TO RETAIN VEGETATION AND PREVENT DAMAGE TO TREES AND ORNAMENTAL PLANT MATERIAL WITHIN AND OUTSIDE THE LIMITS OF CONSTRUCTION, AND NOT SCHEDULED FOR REMOVAL. ANY DAMAGE CAUSED TO THIS VEGETATION SHALL BE RESTORED AT THE EXPENSE OF THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
11. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AND MAINTAINED IN CONFORMANCE WITH THE MOST CURRENT REVISION OF THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL (THE "BLUE BOOK"). IF IMPLEMENTATION OF THE EROSION AND SEDIMENT CONTROLS IN ACCORDANCE WITH THE PLANS DO NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, CONTRACTOR SHALL BE RESPONSIBLE TO IMPLEMENT ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES TO CONTROL OR TREAT THE SEDIMENT SOURCE.
12. ANY PROPOSED CHANGES TO THE EROSION AND WATER POLLUTION CONTROL MEASURES SHALL BE REVIEWED AND APPROVED BY THE ENGINEER, PRIOR TO BEING IMPLEMENTED.
13. CONTRACTOR SHALL MINIMIZE AREA OF BARE SOIL EXPOSED AT ANY GIVEN TIME TO THE EXTENT PRACTICABLE.
14. THE CONTRACTOR IS ADVISED THAT THE LOCATIONS OF THE TEMPORARY DEVICES ARE TO BE CONSIDERED APPROXIMATE. THE EXACT DEVICE LOCATIONS TO ACCOMMODATE THE PROPOSED WORK SHALL BE THE CONTRACTOR'S RESPONSIBILITY BASED ON ACTUAL FIELD CONDITIONS ENCOUNTERED AT TIME OF CONSTRUCTION. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES NOT SHOWN ON THE PLANS MAY BE REQUIRED AT TIME OF CONSTRUCTION.
15. CONTRACTOR SHALL USE GOOD HOUSEKEEPING PRACTICES TO MINIMIZE POTENTIAL FOR ONSITE CONSTRUCTION DEBRIS AND MATERIALS TO IMPACT STORMWATER RUNOFF.
16. CONTRACTOR SHALL PREVENT TRACKING OF SOIL MATERIALS ONTO OFF-SITE AREAS. ANY SEDIMENT OR SOIL MATERIALS TRACKED OR SPILLED ONTO OFF-SITE AREAS SHALL BE IMMEDIATELY CLEANED UP. STREETS AND DRIVEWAYS SHALL BE CLEANED OF ACCUMULATED SEDIMENT OR SOIL MATERIALS DAILY IN A MANNER THAT MINIMIZES DUST GENERATION.
17. CONTRACTOR SHALL CONTAIN SEDIMENT-LADEN RUNOFF TO THE IMMEDIATE WORK AREA AND WILL NOT ALLOW SEDIMENT TO COLLECT ON ANY OFFSITE AREA OR IN WATERWAYS. WATERWAYS INCLUDE BOTH NATURAL AND MAN-MADE DITCHES, CHANNELS, STORM DRAINS, CATCH BASINS, LAKES, PONDS, AND WETLANDS.
18. THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION BLANKET SECTION 401 WATER QUALITY CERTIFICATION COVERAGE PERMIT AS APPLICABLE.
19. IMMEDIATELY UPON COMPLETION OF EXCAVATION OR EMBANKMENT, THE CONTRACTOR SHALL PLACE TEMPORARY COMPOST FILTER SOCKS IN ALL ROADWAY AND OUTLET DITCHES AS ORDERED BY ENGINEER OR AS SHOWN TO PREVENT SEDIMENTATION.
20. ALL DISTURBED AREAS WILL BE PERMANENTLY STABILIZED IN ACCORDANCE WITH THE PLANS AND DETAILS IN THE CONTRACT DOCUMENTS. FOR ALL UNPAVED DISTURBED AREAS SPECIFIED OR DIRECTED FOR TURF ESTABLISHMENT, PLACE 4 INCHES OF TOPSOIL AND SEED WITH AN APPROPRIATE PERENNIAL GRASS SEED MIX AND MULCH WITH STRAW. ALL SEED MUST BE PRE-APPROVED BY THE ENGINEER PRIOR TO SEEDING OPERATIONS. MULCH SHALL BE MAINTAINED UNTIL A SUITABLE COVER IS ESTABLISHED.
21. FINAL SITE STABILIZATION WILL BE DEFINED AS 80% VEGETATIVE COVER OVER THE ENTIRE SITE. FOLLOWING SITE STABILIZATION, ALL TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES WILL BE REMOVED SUBJECT TO THE APPROVAL OF THE ENGINEER.

SECTION 404 OF THE CLEAN WATER ACT (33 U.S.C. 1344) PROHIBITS THE DISCHARGE OF DREDGED OR FILL MATERIALS INTO THE WATERS OF THE UNITED STATES WITHOUT A PERMIT FROM THE U.S. ARMY CORPS OF ENGINEERS.

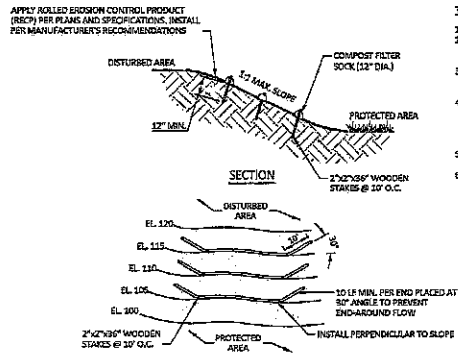
N.Y.S. DEPARTMENT OF ENVIRONMENTAL CONSERVATION

THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION SECTION 401 BLANKET WATER QUALITY CERTIFICATION PERMIT, AND THE SPDES GENERAL PERMIT (GP-0-20-001) FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY.



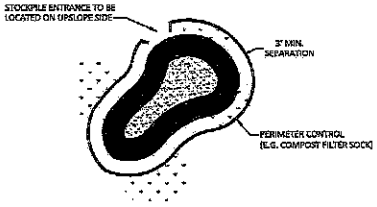
EROSION CONTROL BLANKET NOTES:
1. EROSION CONTROL BLANKET SHALL BE "S150" AS MANUFACTURED BY NORTH AMERICAN GREEN OR APPROVED EQUAL.
2. EROSION CONTROL BLANKET SHALL BE FASTENED IN PLACE USING IRON STAPLES IN ACCORDANCE WITH MANUFACTURER INSTALLATION GUIDELINES. A MINIMUM 12" OVERLAP SHALL BE PROVIDED BETWEEN ADJACENT MATS. STAPLES SHALL BE PLACED A MAXIMUM OF 24" ON CENTER.

2 EROSION CONTROL BLANKET
NOT TO SCALE



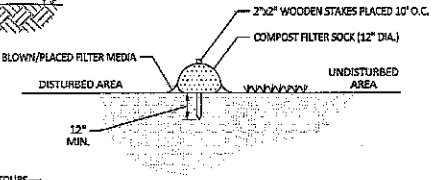
TEMPORARY & PERMANENT SLOPE STABILIZATION NOTES:
1. ITEMS IN THIS DETAIL MAY APPEAR EXAGGERATED TO SHOW DETAIL.
2. ROLLED EROSION CONTROL PRODUCT (RECP) SHALL REFER TO EROSION CONTROL BLANKET AND TURF REINFORCEMENT MAT (TRM). REFER TO DETAIL AND SPECIFICATIONS FOR APPROPRIATE USE OF EACH PRODUCT.
3. IF SLOPE IS BROUGHT TO FINISHED GRADE, PERMANENT TOP SOIL AND SEEDING SHALL BE INSTALLED PRIOR TO INSTALLING ROLLED EROSION CONTROL PRODUCT (RECP).
4. ROLLED EROSION CONTROL PRODUCT (RECP) SHALL BE SELECTED AND INSTALLED IN ALIGNMENT WITH THE SPECIFICATIONS. PAYMENT WILL NOT BE MADE FOR MATERIALS THAT ARE NOT ON THE APPROVED LIST, IMPROPERLY INSTALLED, NOT MAINTAINED, DAMAGED BY THE CONTRACTOR AND/OR SUB-CONTRACTORS.
5. RECP MUST BE FLUSH AND IN CONTACT WITH THE SOIL AND NOT RAISED BY CLUMPS, WEEDS, STICKS, ETC. AND MUST BE STAPLED SECURELY.
6. ALL RECP DAMAGED BY CONTRACTOR AND/OR SUBCONTRACTORS SHALL BE REPAIRED WITHIN THREE (3) CALENDAR DAYS OF THE DAMAGE OCCURRENCE AT NO ADDITIONAL COST TO THE OWNER.

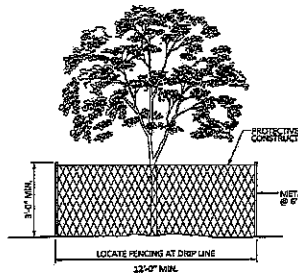
3 TEMPORARY AND PERMANENT SLOPE STABILIZATION
NOT TO SCALE

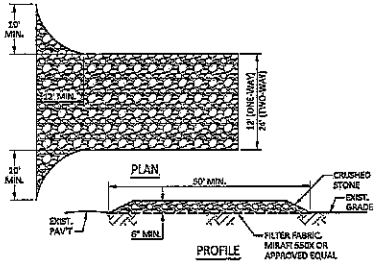


TEMPORARY SOIL STOCKPILE NOTES:
1. STOCKPILING AREAS SHALL BE DRY, STABLE, AND AT LEAST 50 FEET FROM ANY STORM DRAIN INLET, OPEN CHANNEL, WETLAND, WATERBODY, OR OTHER PROTECTED AREA. DO NOT LOCATE STOCKPILES WITHIN OVERLAND DRAINAGE FLOW PATHS, DESIGNATED FLOODWAYS, OR WITHIN THE DRIP LINE OR OVER THE ROOT CROWN OF ADJACENT TREES.
2. THE MAXIMUM SLOPE OF STOCKPILES SHALL BE BASED ON THE ANGLE OF REPOSE OF THE STOCKPILED MATERIAL, BUT SHALL NEVER BE GREATER THAN 2:1.
3. UPON COMPLETION OF SOIL STOCKPILING EACH PILE SHALL BE SURROUNDED WITH A PERIMETER SEDIMENT CONTROL BARRIER SUCH AS STACKED COMPOST FILTER SOCKS, HAY BALES, OR SILT FENCING. SEE COMPOST FILTER SOCK DETAIL FOR INSTALLATION OF SOCKS. FOR SILT FENCE OR HAY BALES, REFER TO BLUE BOOK FOR INSTALLATION REQUIREMENTS.
4. IF STOCKPILE IS TO REMAIN INACTIVE FOR MORE THAN 14 CALENDAR DAYS, THE STOCKPILE MUST BE VEGETATED. FOLLOW TEMPORARY VEGETATION SPECIFICATIONS. THE VEGETATION CHOSEN SHALL LAST THE DURATION OF THE STOCKPILE. RESTABILIZE IF THE TEMPORARY VEGETATION DIES OR EROSION RESULTS.

4 TEMPORARY SOIL STOCKPILE
NOT TO SCALE

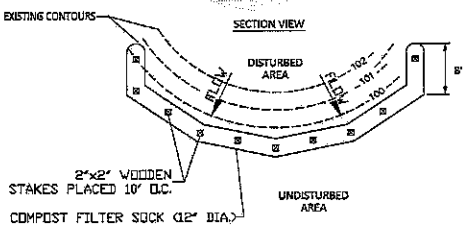






1 STABILIZED CONSTRUCTION ACCESS
NOT TO SCALE

STABILIZED CONSTRUCTION ACCESS NOTES:
1. MODIFICATIONS MAY BE REQUIRED TO MEET FIELD CONDITIONS.
2. PROPOSED DRAINAGE PIPES SHALL BE SIZED WITH SUFFICIENT CAPACITY TO CARRY DITCH FLOWS.
3. ALTERNATIVE WAYS OF TRANSPORTING DITCH DRAINAGE ACROSS CONSTRUCTION ENTRANCES MAY BE PROPOSED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER.
4. ALL WORK TO CONSTRUCT THE STABILIZED ENTRANCE, INCLUDING GRADING, DRAINAGE PIPE, EXCAVATION, FILL, GEOTEXTILE, CRUSHED STONE, GRAVEL, CORRUGATED STEEL PANELS SHALL BE INCLUDED IN THE LUMP SUM BID.
5. GEOTEXTILE SHALL BE PLACED OVER THE ENTIRE AREA OF STABILIZED CONSTRUCTION ENTRANCE PRIOR TO PLACING STONE. STONE SHALL MEET THE REQUIREMENTS OF NYSDOT ITEM 703.12, CRUSHED NO. 3 STONE.
6. ALL SURFACE WATER SHALL BE DIVERTED AWAY FROM CONSTRUCTION ENTRANCE. A MOUNTABLE BERM WITH 5:1 SLOPE IS PERMITTED.
7. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT OF WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT OF WAY MUST BE REMOVED IMMEDIATELY.
8. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA WITH STONE AND WHICH DRAINS ONTO AN APPROVED SEDIMENT TRAPPING DEVICE FOR CORRUGATED STEEL PANELS).
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE DONE REGULARLY AND FOLLOWING EACH RAINFALL.



COMPOST FILTER SOCK NOTES:
1. COMPOST FILTER SOCK SHALL BE 12" DIA. SILTSOXX™ SEDIMENT/PERIMETER CONTROL MANUFACTURED BY FILTREXX® OR APPROVED EQUAL.

5 COMPOST FILTER SOCK
NOT TO SCALE

TREE PROTECTION NOTES:
1. PRUNE EXISTING TREES TO REMAIN, BUT ONLY TO REMOVE DEAD AND DYING BRANCHES AND POORLY ATTACHED BRANCHES, OR THOSE WHICH WILL BE AFFECTED BY CONSTRUCTION.
2. ALL TREE WORK SHALL BE PERFORMED BY A CERTIFIED ARBORIST IN ACCORDANCE WITH THE BEST MANAGEMENT PRACTICES FOR PRUNING (INTERNATIONAL SOCIETY OF ARBORICULTURE, 2006) AND DONE IN ACCORDANCE WITH THE MOST RECENT EDITIONS OF THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) FOR TREE CARE OPERATIONS (Z133.1) AND PRUNING (A300).
3. TREE REMOVAL IS LIMITED TO NOVEMBER 1 TO MARCH 31 FOR PROTECTION OF THE INDIANA AND NORTHERN LONG EARED BAT

PRIOR TO AND DURING CONSTRUCTION:
1. TREE REMOVALS SHALL BE PERFORMED PRIOR TO CONSTRUCTION ACTIVITIES, AND SHALL BE PERFORMED IN A MANNER THAT DOES NOT DAMAGE PROTECTED TREES.
2. PRIOR TO DEMOLITION, INSTALL TREE PROTECTION FENCE AS SHOWN ON PLANS.
3. A LAMINATED OR OTHERWISE WEATHER-PROOFED 8.5"X11" WARNING SIGN SHALL BE PROMINENTLY PLACED ON EVERY FACE OF THE FENCE.
4. THE ENTIRE AREA WITHIN THE FENCE IS THE TREE PROTECTION ZONE (TPZ). NO CONSTRUCTION, TRAVEL OR STORAGE IS ALLOWED IN THE TPZ. DO NOT ALLOW SPILLS, DUMPING, OR RUNOFF OF DAMAGED MATERIALS WITH THE TPZ. THE CONFIGURATION OF THE TREE PROTECTION FENCING CANNOT BE CHANGED WITHOUT AUTHORIZATION OF THE PROJECT LANDSCAPE ARCHITECT. ACCESS WITHIN THE TPZ SHALL BE ALLOWED FOR WATERING.
5. IRRIGATE THE AREA WITHIN THE TPZ ONCE PER MONTH UNTIL THE GROUND IS SATURATED TO A DEPTH OF 6". DO NOT WATER TRUNK.
6. ROOT PRUNING: PRIOR TO EXCAVATING, A COMPRESSED AIR EXCAVATION DEVICE SHALL BE USED ALONG THE CUT LINE OF THE PROPOSED EXCAVATION TO DETERMINE THE LOCATION OF THE TREE ROOTS. ROOTS SHALL BE CUT CLEANLY WITH A HAND SAW OR LOPPERS.

6 TYPICAL TREE PROTECTION FENCE
NOT TO SCALE

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 AS PER SPECIAL PROVISIONS, FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR, TO ALTER IN ANY WAY, ANY ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL. IF ANY ALTERED DOCUMENT, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

REVISIONS	
12/24	CLIENT REVISIONS

TOWN OF ROTTERDAM
CONTRACT NO. 1 - WELL #6 - SITE FILL
SCHENECTADY COUNTY, NEW YORK

EROSION & SEDIMENT CONTROL DETAILS

TOWN OF ROTTERDAM

B&L
Barton & Loguidice, D.P.C.
10 Airline Drive
Suite 200
Albany, NY
12205

STATE OF NEW YORK — JOSEPH M. DESSOYER — LICENSED PROFESSIONAL ENGINEER

DECEMBER 2024

Scale: AS SHOWN

Sheet Number: C700

Project Number: 904.043.002

Plotted: Dec 09, 2024 - 11:56AM By: jwheelock
Z:\Projects\904.043.002\Engineering\Drawings\Sheets\Erosion & Sediment Control Details.dwg
Xrefs: ...
Designed by: JWH
Drawn by: JWH
Checked by: ELM

RESOLUTION NO. 61.25

CALL FOR BIDS FOR ON CALL ELECTRICAL CONTRACTOR SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for On Call Electrical Conracting Services.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 29th day of January 2025, at 11:00 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ON CALL ELECTRICAL CONTRACTOR SERVICES

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED ELECTRONICALLY, OR IN PERSON TO THE TOWN CLERK PRIOR TO 11:00 A.M., WEDNESDAY JANUARY 29, 2025

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: January 8, 2025
BidNet: Please publish on January 10, 2025
Daily Gazette: Please publish once on January 10, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: December 28, 2024

TO: Town Board

FROM: Fred Mastroianni, P.E., Town Consultant Engineer

TITLE OF REQUEST: To authorize the Town Board to obtain sealed bids for on-call plumbing, electrical, maintenance and fencing contractors for year 2025 to provide on-call services when needed.

TOWN BOARD MEETING: January 8, 2025

Background Information: The Town's Department of Public Works would like to have a list of qualified contractors on an as needed basis. The intent is to have a list of no more than three contractors for each service. The selection of contractors will be based upon experience, references, and hourly rates.

Evaluation/Analysis: Once bids are received, the Town can evaluate if this on-call method is preferred with respect to time and cost. It is anticipated that any on-call contractor services will not exceed $35,000 for any work to be performed.

Recommendation(s): I recommend that the Town Board approve obtaining sealed bids for on-call plumbing, electrical, maintenance and fencing services. Depending upon the bids received, the Town has the option to reject all bids if the costs are not reasonable.

Attachment/Document(s): Bid Documents

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

Request for Bids (RFB)

On-Call Electrical Contractor Services for Year 2025

Bid Opening:

January 29, 2025

@ 11:00 AM.

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam On-Call Electrical Construction Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 11:00 AM local time on Wednesday, January 29, 2025, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract: On-Call Electrical Contractor Services. The work shall include providing all labor, materials, equipment, and other means of construction necessary and incidental for the removal, repair, replacement or new electrical facilities as determined by the Town on an as needed basis.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof. The bid shall be for work to be performed in the year 2025.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions shall contact Jim Keith of the Department of Public Works at (518) 355-7575 extension 340 to discuss this on-call electrical construction services.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The town may select one (1) or more electrical contractors for this on-call electrical services.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

On-Call Electrical Contractor Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing electrical construction services on public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? _____

2. Describe your previous experience providing electrical construction, maintenance and repair services to public agencies and/or private clients.

_____

_____

_____

_____

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 _____

Client 2_____

Client 3 _____

Client 4_____

Client 5_____

4. Names of Staff to be assigned to the on-call contract and number of years of electrical experience:

a. Master Electrician _____

b. Apprentice Electrician_____

c. Journeyman Electrician_____

d. Maintenance Electrician_____

B. LABOR RATES

The following labor rates are to be listed by title that will be charged to the Town of Rotterdam for any and all projects:

TITLE	HOURLY RATES
1. Master Electrician Labor Rate (weekdays - 8 hours)	Hourly Rate _____
2. Master Electrician Labor Rate (weekdays OT)	Hourly Rate _____
3. Master Electrician Labor Rate (weekends & holidays)	Hourly Rate _____
4. Apprentice Electrician Rate (weekdays - 8 hours)	Hourly Rate _____
5. Apprentice Electrician Labor Rate (weekdays OT)	Hourly Rate _____
6. Apprentice Electrician Rate (weekends & holidays)	Hourly Rate _____
7. Journeyman Electrician Rate (weekdays - 8 hours)	Hourly Rate_____
8. Journeyman Electrician Labor Rate (weekdays OT)	Hourly Rate _____
9. Journeyman Electrician Rate (weekends & holidays)	Hourly Rate_____
10. Maintenance Electrician Rate (weekdays - 8 hours)	Hourly Rate _____
11. Maintenance Electrician Labor Rate (weekdays OT)	Hourly Rate _____
12. Maintenance Electrician Rate (weekends & holidays)	Hourly Rate _____

The rates shall include all costs, including overhead and profit. If there are any other titles and rates that may be needed on a project, the Town and Contractor will agree on an approved rate for that specific title prior to the start of the project.

C. MATERIALS

The materials cost will not be part of the bid evaluation. The contractor shall provide the Town with a listing and cost of all materials needed for an assigned project for review and approval. The contractor, by submitting this bid, agrees not to include any markup to the materials cost from the supplier.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

_____
_____
_____
_____

By signing and dating below, the contractor understands and accepts all terms, conditions and hourly rates bid associated with each project.

SUBMITTED on _____ 2025.

The entire bid is strictly in accordance with the requirements set forth in the herein bid documents.

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Email

I understand that chosen to provide on call electrical contractor services, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:00 a.m. on January 29, 2025,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **11:00 a.m. on January 29, 2025** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

3. Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFB or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award for the year 2025.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination in the Town of Rotterdam.

10. Delivery(if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFB shall be disqualified and the bid shall be rejected.

SECTION 2: NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: _____

Signed by:_____ Title:_____

Signature: _____ Date:_____

Email: _____

SECTION 3: RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

SECTION 4: NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

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

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

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

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

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

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

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

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

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

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

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

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

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

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

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

SECTION 5: TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract. Prices shall remain firm until work is completed and the entire year 2025. If the project extends beyond the year 2025, the hourly rates shall not change.

SECTION 6: GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

SECTION 7: BONDS

No Bonds are required upon entering into this on-call contract unless the Work Orders are more than $35,000.

SECTION 8: INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit

All Other Circumstances $1,000,000

(e) **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each policy of insurance required shall be of form and content satisfactory to the Town Attorney.

(a) The Town shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**
(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 9: INDEMNIFICATION

The successful Bidder shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 10: BID FORM

(a) The Bid Form is provided herein; additional copies may be obtained from the Town.
(b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.
(c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
(d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
(e) All names must be printed or typed below the signature.
(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which

will be filled in on the Bid Form).

(g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 11: AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.

(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 12: REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

SECTION 13: DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

(b) Payment will be made upon the submission of a completed payment request and supporting documentation.

(c) The Town of Rotterdam is not subject to federal, state, or local taxes.

(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any

claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public owner and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

SECTION 14: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND ($200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 15: SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test results made by independent testing facilities and any other information as may be required by the Town or specified herein.

SECTION 16: SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

SECTION 17: ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

SECTION 18: CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if

the same continues during more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

SECTION 19: LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

SECTION 20: PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

SECTION 21: HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
   (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
   (2) Accident Reporting per 29 CFR 1926 Subpart C
   (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
   (4) Fall Protection per 29 CFR 1926 Subpart M
   (5) Working Over Water per 29 CFR 1926 Subpart O
   (6) Electrical Safety per 29 CFR 1926 Subpart K
   (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
   (8) Hazardous Materials per 29 CFR 1926 Subpart Z
   (9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
   (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
   (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
   (12) Drilling and blasting per 29 CFR 1926, Subpart U
   (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O

(14) Lifting per 29 CFR 1926, Subpart N
(15) Confined Spaces per 29 CFR 1910, Subpart J
(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

SECTION 22: CONTRACTOR(S) SELECTION CRITERIA

The Town will be awarding one (1) or more contracts. The selection will be based upon hourly rates submitted with the bid and company experience working on similar projects.

SECTION 23: WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.
(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

SECTION 24: GENERAL DESCRIPTION OF WORK

1. General - The selected contractor(s) shall provide labor, materials and equipment as needed to repair, replace or provide new electrical systems on an on-call basis as requested by the Town. The extent of electrical work is not known currently. No work shall be subcontracted to another contractor without written approval from the Town. It is anticipated that the Town could have up to three (3) on-call contractors.

2. On-Call Electrical Services Procedure and Response – Upon notification of a pending electrical project, the selected contractor(s) shall:
   - Coordinate with the Town DPW staff to discuss the project and conduct a site visit of the project.
   - Submit a written cost and schedule to perform the work within seven (7) calendar days from the notification date. The written cost shall include the number of hours agreed upon to complete the work for each title on the project and total labor cost, list of materials and their cost, and total project cost.
   - Once the cost for the project is approved, commence work as agreed upon with DPW and complete the project as per the agreed schedule.
   - There may be a need for emergency work that needs to be completed as soon as possible. The Contractor shall perform the work and cost will be negotiated as soon as possible.

RESOLUTION NO. 62.25

CALL FOR BIDS FOR ON CALL FENCING CONTRACTOR SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for On Call Fencing Contractor Services.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 29th day of January 2025, at 11:15 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ON CALL FENCING CONTRACTOR SERVICES

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED ELECTRONICALLY, OR IN PERSON TO THE TOWN CLERK PRIOR TO 11:15 A.M., WEDNESDAY JANUARY 29, 2025

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: January 8, 2025
BidNet: Please publish on January 10, 2025
Daily Gazette: Please publish once on January 10, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: December 28, 2024

TO: Town Board

FROM: Fred Mastroianni, P.E., Town Consultant Engineer

TITLE OF REQUEST: To authorize the Town Board to obtain sealed bids for on-call plumbing, electrical, maintenance and fencing contractors for year 2025 to provide on-call services when needed.

TOWN BOARD MEETING: January 8, 2025

Background Information: The Town's Department of Public Works would like to have a list of qualified contractors on an as needed basis. The intent is to have a list of no more than three contractors for each service. The selection of contractors will be based upon experience, references, and hourly rates.

Evaluation/Analysis: Once bids are received, the Town can evaluate if this on-call method is preferred with respect to time and cost. It is anticipated that any on-call contractor services will not exceed $35,000 for any work to be performed.

Recommendation(s): I recommend that the Town Board approve obtaining sealed bids for on-call plumbing, electrical, maintenance and fencing services. Depending upon the bids received, the Town has the option to reject all bids if the costs are not reasonable.

Attachment/Document(s): Bid Documents

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam
Request for Bids (RFB)

On-Call Fencing Contractor Services for Year 2025

Bid Opening:
January 29, 2025
@ 11:15 AM.

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam On-Call Fencing Contractor Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 11:15 AM local time on Wednesday, January 29, 2025, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract: On-Call Fencing Contractor Services. The work shall include providing all labor, materials, equipment, and other means of construction necessary and incidental for the removal, repair, replacement or new fencing as determined by the Town, on an as needed basis.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy, and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information, if such information is issued.

Each Bid must be submitted on the prescribed Bid Form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof. The bid shall be for work to be performed in the year 2025.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions shall contact Jim Keith of the Department of Public Works at (518) 355-7575 extension 340 to discuss this on-call electrical contractor services.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The town may select one (1) or more fencing contractors for this on-call fencing services.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

On-Call Fencing Contractor Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing a superior level of service on public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? _____

2. Describe your previous experience providing repair, replacement and new fencing services to public agencies and/or private clients:

_____

_____

_____

_____

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 _____

Client 2_____

Client 3 _____

Client 4_____

Client 5_____

4. Names of Staff to be assigned to the on-call contract and number of years of fencing experience:

a. Fencing Supervisor_____

b. Fencing Laborer _____

c. Fencing Equipment Operator_____

B. *LABOR RATES*

The following labor rates are to be listed by title that will be charged to the Town of Rotterdam for any and all projects:

TITLE	HOURLY RATES
1. Fencing Labor Rate (weekdays - 8 hours)	Hourly Rate _____
2. Fencing Labor Rate (weekdays OT)	Hourly Rate _____
3. Fencing Labor Rate (weekends & holidays)	Hourly Rate _____
4. Fencing Supervisor Rate (weekdays - 8 hours)	Hourly Rate _____
5. Fencing Supervisor Rate (weekdays OT)	Hourly Rate _____
6. Fencing Supervisor Rate (weekends & holidays)	Hourly Rate _____
7. Fencing Equipment Operator (weekdays - 8 hours)	Hourly Rate_____
8. Fencing Equipment Operator (weekdays OT)	Hourly Rate_____
9. Fencing Equipment Operator (weekends & holidays)	Hourly Rate_____

The rates shall include all costs, including overhead and profit. If there are any other titles and rates that may be needed on a project, the Town and Contractor will agree on an approved rate for that specific title prior to the start of the project.

C. MATERIALS

The materials cost will not be part of the bid evaluation. The contractor shall provide the Town with a listing and cost of all materials needed for an assigned project for review and approval. The contractor, by submitting this bid, agrees not to include any markup to the materials cost from the supplier.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

_____
_____
_____
_____

By signing and dating below, the contractor understands and accepts all terms and conditions stated herein.

SUBMITTED on _____ 2025.

The entire bid is strictly in accordance with the requirements set forth in the herein bid documents.

_____

Signature of Owner

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Email

I understand if chosen to provide on call fencing construction services, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:15 a.m. on January 29, 2025**, the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **11:15 a.m. on January 29, 2025** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

3. Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFB or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award for the year 2025.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination in the Town of Rotterdam.

10. Delivery(if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFB shall be disqualified and the bid shall be rejected.

SECTION 2: NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: _____

Signed by:_____ Title:_____

Signature: _____ Date:_____

Email: _____

SECTION 3: RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

SECTION 4: NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

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

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

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

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

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

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

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

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

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

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

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

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

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

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

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

SECTION 5: TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract. Prices shall remain firm until work is completed and the entire year 2025. If the project extends beyond the year 2025, the hourly rates shall not change.

SECTION 6: GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

SECTION 7: BONDS

No Bonds are required upon entering into this on-call contract unless the Work Orders are more than $35,000.

SECTION 8: INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit

All Other Circumstances $1,000,000

(e) **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each policy of insurance required shall be of form and content satisfactory to the Town Attorney.

(a) The Town shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**
(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 9: INDEMNIFICATION

The successful Bidder shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 10: BID FORM

(a) The Bid Form is provided herein; additional copies may be obtained from the Town.
(b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.
(c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
(d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
(e) All names must be printed or typed below the signature.
(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which

will be filled in on the Bid Form).

(g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 11: AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.

(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 12: REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

SECTION 13: DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

(b) Payment will be made upon the submission of a completed payment request and supporting documentation.

(c) The Town of Rotterdam is not subject to federal, state, or local taxes.

(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any

claims, liens or judgements which have not been suitably discharged as well as a retainage of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public owner and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

SECTION 14: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND ($200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 15: SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test results made by independent testing facilities and any other information as may be required by the Town or specified herein.

SECTION 16: SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

SECTION 17: ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

SECTION 18: CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if

the same continues during more than one month, at the end of each month of the continuance of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

SECTION 19: LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

SECTION 20: PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

SECTION 21: HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
   (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
   (2) Accident Reporting per 29 CFR 1926 Subpart C
   (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
   (4) Fall Protection per 29 CFR 1926 Subpart M
   (5) Working Over Water per 29 CFR 1926 Subpart O
   (6) Electrical Safety per 29 CFR 1926 Subpart K
   (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
   (8) Hazardous Materials per 29 CFR 1926 Subpart Z
   (9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
   (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
   (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
   (12) Drilling and blasting per 29 CFR 1926, Subpart U
   (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O

(14) Lifting per 29 CFR 1926, Subpart N
(15) Confined Spaces per 29 CFR 1910, Subpart J
(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

SECTION 22: CONTRACTOR(S) SELECTION CRITERIA

The Town will be awarding one (1) or more contracts. The selection will be based upon hourly rates submitted with the bid and company experience working on similar projects.

SECTION 23: WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.
(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

SECTION 24: GENERAL DESCRIPTION OF WORK

1. General - The selected contractor(s) shall provide labor, materials and equipment as needed to repair, replace or provide new fencing on an on-call basis as requested by the Town. The extent of fencing work is not known currently. No work shall be subcontracted to another contractor without written approval from the Town. It is anticipated that the Town could have up to three (3) on-call contractors.

2. On-Call Fencing Services Procedure and Response – Upon notification of a pending fencing project, the selected contractor(s) shall:
   - Coordinate with the Town DPW staff to discuss the project and conduct a site visit of the project.
   - Submit a written cost and schedule to perform the work within seven (7) calendar days from the notification date. The written cost shall include the number of hours agreed upon to complete the work for each title on the project and total labor cost, list of materials and their cost, and total project cost.
   - Once the cost for the project is approved, commence work as agreed upon with DPW and complete the project as per the agreed schedule.
   - There may be a need for emergency work that needs to be completed as soon as possible. The Contractor shall perform the work and cost will be negotiated as soon as possible.

RESOLUTION NO. 63.25

CALL FOR BIDS FOR ON CALL MAINTENANCE CONTRACTOR SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for On Call Maintenance Contractor Services.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 29th day of January 2025, at 11:30 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ON CALL MAINTENANCE CONTRACTOR SERVICES

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED ELECTRONICALLY, OR IN PERSON TO THE TOWN CLERK PRIOR TO 11:30 A.M., WEDNESDAY JANUARY 29, 2025

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: January 8, 2025
BidNet: Please publish on January 10, 2025
Daily Gazette: Please publish once on January 10, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: December 28, 2024

TO: Town Board

FROM: Fred Mastroianni, P.E., Town Consultant Engineer

TITLE OF REQUEST: To authorize the Town Board to obtain sealed bids for on-call plumbing, electrical, maintenance and fencing contractors for year 2025 to provide on-call services when needed.

TOWN BOARD MEETING: January 8, 2025

Background Information: The Town's Department of Public Works would like to have a list of qualified contractors on an as needed basis. The intent is to have a list of no more than three contractors for each service. The selection of contractors will be based upon experience, references, and hourly rates.

Evaluation/Analysis: Once bids are received, the Town can evaluate if this on-call method is preferred with respect to time and cost. It is anticipated that any on-call contractor services will not exceed $35,000 for any work to be performed.

Recommendation(s): I recommend that the Town Board approve obtaining sealed bids for on-call plumbing, electrical, maintenance and fencing services. Depending upon the bids received, the Town has the option to reject all bids if the costs are not reasonable.

Attachment/Document(s): Bid Documents

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

Request for Bids (RFB)

On-Call Maintenance Contractor Services for Year 2025

Bid Opening:

January 29, 2025

@ 11:30 AM

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam On-Call Maintenance Contractor Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 11:30 AM local time on Wednesday, January 29, 2025, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract: On-Call Maintenance Contractor Services. The work shall include providing all labor, materials and equipment, and other means necessary for the removal of debris, mowing, tree and brush trimming, and other incidental work related to public or private properties, as determined by the Town on an as needed basis.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information if issued.

Each Bid must be submitted on the prescribed Bid Form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof. The bid shall be for work to be performed in the year 2025.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions shall contact Jim Keith of the Department of Public Works at (518) 355-7575 extension 340 to discuss this on-call Maintenance Contractor Services.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

On-Call Maintenance Contractor Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? _____

2. Describe your previous experience providing maintenance and repair services to like-sized public agencies and/or private companies:_____

_____

_____

_____

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 _____

Client 2_____

Client 3 _____

Client 4_____

Client 5_____

4. Names of Staff to be assigned to the on-call contract and number of years of maintenance experience:

a. Maintenance Supervisor_____

b. Maintenance Worker_____

c. Equipment Operator_____

d. Truck Driver_____

B. LABOR RATES

The following labor rates are to be listed by craft and classification and are to include base wages, benefits, taxes, insurance, and payroll costs complete. Overhead and profit are not to be included:

1. Maintenance Supervisor (weekdays - 8 hours) Hourly Rate _____
2. Maintenance Supervisor (weekdays OT) Hourly Rate _____
3. Maintenance Supervisor (weekends & holidays) Hourly Rate _____
4. Maintenance Worker (weekdays - 8 hours) Hourly Rate _____
5. Maintenance Worker (weekdays OT) Hourly Rate _____
6. Maintenance Worker (weekends & holidays) Hourly Rate _____
7. Equipment Operator (weekdays - 8 hours) Hourly Rate_____
8. Equipment Operator (weekdays OT) Hourly Rate _____
9. Equipment Operator (weekends & holidays) Hourly Rate_____
10. Truck Driver (weekdays - 8 hours) Hourly Rate_____
11. Truck Driver (weekdays OT) Hourly Rate_____
12. Truck Driver (weekends & holidays) Hourly Rate_____

The rates shall include all costs, including overhead and profit. If there are any other titles and rates that may be needed on a project, the Town and Contractor will agree on an approved rate for that specific title prior to the start of the project.

C. MATERIALS

The materials cost will not be part of the bid evaluation. The contractor shall provide the Town with a listing and cost of all materials needed for an assigned project for review and approval. The contractor, by submitting this bid, agrees not to include any markup to the materials cost from the supplier.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

_____

_____

_____

By signing and dating below, the contractor understands and accepts all terms, condition and cost associated with each fencing repair or replacement project:

SUBMITTED on _____ 2025.

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Email

I understand if I am chosen as a responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:30 a.m. on January 29, 2025**, the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **11:30 a.m. on January 29, 2025** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

3. Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFB or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award for the year 2025.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination in the Town of Rotterdam.

10. Delivery (if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFB shall be disqualified and the bid shall be rejected.

SECTION 2: NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: _____

Signed by:_____ Title:_____

Signature: _____ Date:_____

Email: _____

SECTION 3: RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

SECTION 4: NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

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

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

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

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

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

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

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

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

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

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

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

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

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

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

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

SECTION 5: TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract. Prices shall remain firm until work is completed in the entire year 2025. If the project/task extends beyond the year 2025, the hourly rates shall not change.

SECTION 6: GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

SECTION 7: BONDS

No Bonds are required upon entering into this on-call contract unless the Work Orders are more than $35,000.

SECTION 8: INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit

All Other Circumstances $1,000,000

(e) **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each policy of insurance required shall be of form and content satisfactory to the Town Attorney.

(a) The Town shall be named as an additional named insured on all liability policies.
(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 9: INDEMNIFICATION

The successful Bidder shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 10: BID FORM

(a) The Bid Form is provided herein; additional copies may be obtained from the Town.
(b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.
(c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
(d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
(e) All names must be printed or typed below the signature.
(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).

(g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 11: AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.

(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 12: REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

SECTION 13: DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

(b) Payment will be made upon the submission of a completed payment request and supporting documentation.

(c) The Town of Rotterdam is not subject to federal, state, or local taxes.

(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgements which have not been suitably discharged as well as a retainage

of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public owner and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

SECTION 14: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND ($200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 15: SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test results made by independent testing facilities and any other information as may be required by the Town or specified herein.

SECTION 16: SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

SECTION 17: ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

SECTION 18: CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if the same continues during more than one month, at the end of each month of the continuance

of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

SECTION 19: LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

SECTION 20: PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

SECTION 21: HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
   (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
   (2) Accident Reporting per 29 CFR 1926 Subpart C
   (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
   (4) Fall Protection per 29 CFR 1926 Subpart M
   (5) Working Over Water per 29 CFR 1926 Subpart O
   (6) Electrical Safety per 29 CFR 1926 Subpart K
   (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
   (8) Hazardous Materials per 29 CFR 1926 Subpart Z
   (9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
   (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
   (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
   (12) Drilling and blasting per 29 CFR 1926, Subpart U
   (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O

(14) Lifting per 29 CFR 1926, Subpart N
(15) Confined Spaces per 29 CFR 1910, Subpart J
(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

SECTION 22: CONTRACTOR(S) SELECTION CRITERIA

The Town will be awarding one (1) or more contracts. The selection will be based upon hourly rates submitted with the bid and company experience working on similar projects.

SECTION 23: WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.
(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference, or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

SECTION 24: GENERAL DESCRIPTION OF WORK

1. General - The selected contractor(s) shall provide labor, materials and equipment as needed to provide maintenance services on an on-call basis as requested by the Town. The extent of maintenance work is not known currently. No work shall be subcontracted to another contractor without written approval from the Town. It is anticipated that the Town could have up to three (3) on-call contractors.

2. On-Call Maintenance Procedure and Response – Upon notification of a pending project, the selected contractor(s) shall:
   - Coordinate with the Town DPW staff to discuss the project and conduct a site visit of the project.
   - Submit a written cost and schedule to perform the work within seven (7) calendar days from the notification date. The written cost shall include the number of hours agreed upon to complete the work for each title on the project and total labor cost, list of materials and their cost, and total project cost.
   - Once the cost for the project is approved, commence work as agreed upon with DPW and complete the project as per the agreed schedule.
   - There may be a need for emergency work that needs to be completed as soon as possible. The Contractor shall perform the work and cost will be negotiated as soon as possible.

RESOLUTION NO. 64.25

CALL FOR BIDS FOR ON CALL PLUMBING CONTRACTOR SERVICES

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for On Call Plumbing Contractor Services.

SECTION 2. The Town Clerk of the Town of Rotterdam shall cause the following public notice to be published in the official newspaper of the Town of Rotterdam, and the Supervisor of the Town of Rotterdam shall cause the following public notice be published to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) at least five (5) days before the date of reception of bid proposals:

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 29th day of January 2025, at 11:45 A.M., will be opened electronically and in person at that time. The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet (http://www.bidnetdirect.com/townofrotterdam) by close of business the next day, of all bid submissions received pursuant to this notice. Additionally, the official bid report and all bids shall be available in the office of the Town Clerk for public inspection during regular business hours, for the purchase by the Town of Rotterdam of the following:

ON CALL PLUMBING CONTRACTOR SERVICES

Digital Copies of Specifications may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFP documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFP or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

ALL BID PROPOSALS MUST BE SUBMITTED ELECTRONICALLY, OR IN PERSON TO THE TOWN CLERK PRIOR TO 11:45 A.M., WEDNESDAY JANUARY 29, 2025

The Town Board reserves the right to accept or reject any and all bids or proposals or any specific part of any item of any bid.

BY ORDER OF THE ROTTERDAM TOWN BOARD
DIANE M. MARCO, TOWN CLERK

DATED: January 8, 2025
BidNet: Please publish on January 10, 2025
Daily Gazette: Please publish once on January 10, 2025
Town Clerk Post

SECTION 3. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE: December 28, 2024

TO: Town Board

FROM: Fred Mastroianni, P.E., Town Consultant Engineer

TITLE OF REQUEST: To authorize the Town Board to obtain sealed bids for on-call plumbing, electrical, maintenance and fencing contractors for year 2025 to provide on-call services when needed.

TOWN BOARD MEETING: January 8, 2025

Background Information: The Town's Department of Public Works would like to have a list of qualified contractors on an as needed basis. The intent is to have a list of no more than three contractors for each service. The selection of contractors will be based upon experience, references, and hourly rates.

Evaluation/Analysis: Once bids are received, the Town can evaluate if this on-call method is preferred with respect to time and cost. It is anticipated that any on-call contractor services will not exceed $35,000 for any work to be performed.

Recommendation(s): I recommend that the Town Board approve obtaining sealed bids for on-call plumbing, electrical, maintenance and fencing services. Depending upon the bids received, the Town has the option to reject all bids if the costs are not reasonable.

Attachment/Document(s): Bid Documents

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): N/A

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam

Request for Bids (RFB)

On-Call Plumbing Constractor Services for Year 2025

Bid Opening:

January 29, 2025

@ 11:45 AM

TOWN OF ROTTERDAM

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam On-Call Plumbing Contractor Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 11:45 AM local time on Wednesday, January 29, 2025, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract: On-Call Plumbing Contractor Services: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental for the removal, repair or replacement of various town owned mechanical and plumbing systems in buildings as determined by the Town on an as needed basis.

Digital copies of Bidding Documents may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of Bidding Documents obtained from any other source are not considered official copies. Neither Owner nor Engineer can guarantee the accuracy and are not responsible for any errors contained in documents obtained from an alternate source. Only those vendors who obtain documents from the BidNet system are guaranteed to receive addendum information if issued.

Each Bid must be submitted on the prescribed Bid Form and subject to the conditions provided in the Information for Bidders. No Bidder may withdraw the bid within forty-five (45) days after the actual date of opening thereof. The bid shall be for the year 2025.

There will be no formal Pre-Bid Meeting held, but any Bidder that has any questions shall contact Jim Keith of the Department of Public Works at (518) 355-7575 extension 340 to discuss this on-call plumbing contractor services.

Bidders shall not include in their bid sales and compensating use taxes on the cost of any materials which are to be incorporated into the work and which are to be separately sold by the Contractor to the Town of Rotterdam prior to incorporation into the work of the Contract.

The attention of Bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The town may select one (1) or more plumbing contractors for this on-call plumbing services.

The right is reserved to waive any informalities in the Bid and to reject any or all Bids.

TOWN OF ROTTERDAM

BID FORM

The undersigned has read, understands, and agrees to all conditions of this proposal and will furnish material as follows:

On-Call Plumbing Contractor Services

A. QUALIFICATIONS, EXPERIENCE AND REFERENCES

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects:

Answer the following:

1. How many years has your company been in business under its present business name? _____

2. Describe your previous experience providing plumbing contractor construction, maintenance and repair services to like-sized public agencies and/or private companies:_____

_____

_____

_____

3. Provide five (5) Client References (Name, address, phone number and E-Mail address):

Client 1 _____

Client 2_____

Client 3 _____

Client 4_____

Client 5_____

4. Names of Staff to be assigned to the on-call contract and number of years of plumbing experience:

a. Master Plumber_____

b. Apprentice Plumber_____

c. General Plumber/Pipefitter_____

B. LABOR RATES

The following labor rates are to be listed by craft and classification and are to include base wages, benefits, taxes, insurance, and payroll costs complete. Overhead and profit are not to be included:

1. Master Plumber Labor Rate (weekdays - 8 hours) Hourly Rate _____
2. Master Plumber Labor Rate (weekdays OT) Hourly Rate _____
3. Master Plumber Labor Rate (weekends & holidays) Hourly Rate _____
4. Apprentice Plumber Rate (weekdays - 8 hours) Hourly Rate _____
5. Apprentice Plumber Rate (weekdays OT) Hourly Rate _____
6. Apprentice Plumber Rate (weekends & holidays) Hourly Rate _____
7. General Plumber/Pipefitter Rate (weekdays - 8 hours) Hourly Rate_____
8. General Plumber Rate (weekdays OT) Hourly Rate _____
9. General Plumber/Pipefitter Rate (weekends & holidays) Hourly Rate_____

The rates shall include all costs, including overhead and profit. If there are any other titles and rates that may be needed on a project, the Town and Contractor will agree on an approved rate for that specific title prior to the start of the project.

C. MATERIALS

The materials cost will not be part of the bid evaluation. The contractor shall provide the Town with a listing and cost of all materials needed for an assigned project for review and approval. The contractor, by submitting this bid, agrees not to include any markup to the materials cost from the supplier.

In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

_____

_____

_____

_____

By signing and dating below, the contractor understands and accepts all terms, condition and cost associated with each plumbing project:

SUBMITTED on _____ 2025.

The entire bid is strictly in accordance with the specification set forth in the bid documents herein.

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City ***State*** ***Zip***

_____

Email

I understand if I am chosen as the lowest responsible bidder, that I must comply with all federal, state, and local laws, as well as rules, regulations, policies and guidance, including the State of New York's newly released guidance on sexual harassment. By submitting a bid, I acknowledge receipt of the Town of Rotterdam *"Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace"* Policy.

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:45 a.m. on January 29, 2025**, the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **11:45 a.m. on January 29, 2025** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

3. Digital Copies of this Request for Bid may be obtained from the Empire State Purchasing Group on BidNet at http://www.bidnetdirect.com/townofrotterdam. Copies of RFB documents obtained from any other source are not considered official copies. The Town of Rotterdam cannot guarantee the accuracy of any information not obtained from the BidNet Direct website and is not responsible for any errors contained by any information received from an alternate source. Only those vendors who obtain ITB, RFB or RFQ documents from the BidNet system are guaranteed to receive addendum information, if such information is issued. If you obtain the document(s) from a source other than the source indicated, it is recommended that you register on the Empire State Purchasing Group website, http://www.bidnetdirect.com/new-york and obtain an official copy.

4. Purchases made for the Town of Rotterdam are not subject to State or local taxes or Federal excise taxes. Exemption certificates will be furnished upon request.

5. An "Affidavit of Non-Collusion" is attached and forms a part of this bid. By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies under penalty of perjury, that to the best of his/her knowledge and belief that the prices of the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor; that the prices quoted have not and will not be disclosed prior to opening, directly or indirectly, to any other bidder or competitor; that no attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition. Each bidder must state that no officer of the Town of Rotterdam or member of the Town Board is directly or indirectly interested in the proposal. Failure to sign this statement will constitute grounds for rejection of bid.

6. Each bidder must acknowledge receipt of and comply with the Town's Non-Discrimination and Harassment (Including Sexual Harassment) in the Workplace policy.

7. Bid proposals shall remain firm, pending bid award, for the year 2025.

8. The Town Board reserves the right to reject any or all bids and re-advertise.

9. All bids are to be on the basis of delivery prepaid to destination, which shall be buildings and/or grounds of the Town of Rotterdam as specified (if applicable).

10. Delivery (if applicable): Time is of the essence. Material is required as soon as possible and guaranteed date of delivery may be taken into consideration in making award. Upon failure to make delivery as promised, the Town Board of the Town of Rotterdam, New York, may consider the contract breached and will then feel free to go into the open market and to maintain an action against the contractor to recover any differences which the Town Board might stand to lose between the contract price and the market price.

11. Where items or articles or equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. If the bidder proposes to furnish the article which is specified, he is to fill in the amount on the line indicated. If he desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded and also identified as "substitute" bid and furnish the required information relating to the manufacturer. In cases where the bid is based upon a substitute article, the bidder will be asked to submit a sample. Samples will be returned, if desired, as soon as the award is made.

12. The Town Board of the Town of Rotterdam reserves the right to waiver any informalities on bids received, and to accept reasonable substitutes for specified items as long as such substitutes in no way affect the performance of the item for which the bid has been requested.

13. The approximate quantities shown in the bidding documents are not meant to imply that said quantities will in fact be purchased. Payment will be based on an "as delivered" basis at the facilities listed using actual quantities received.

14. Failure to adequately and fully complete the bid packet and/or questions contained in the RFB shall be disqualified and the bid shall be rejected.

SECTION 2: NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

C. The fact that the bidder (A) has published price lists, rates or tariffs governing items being procured, (B) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (C) has sold the same item to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph (A)(1).

D. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or state services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one (1) of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Name of Company: _____

Signed by:_____ Title:_____

Signature: _____ Date:_____

Email: _____

SECTION 3: RESOLUTION AUTHORIZING SUBMISSION OF BIDS BY CORPORATION AND EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

Resolved that _____be authorized to sign and submit the bid or proposal of this corporation for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ _____ corporation at a meeting of its board of directors held on the _____ day of _____ _____, **20__.**

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

INDIVIDUAL EXECUTION OF NON-COLLUSION CERTIFICATE AND WAIVER OF IMMUNITY CLAUSE

I, _____ hereby sign and submit this bid or proposal for _____ Town of Rotterdam, New York, Schenectady County, and to include in such bid or proposal the certificate as to non-collusion and waiver of immunity clause required by Section 103 of the General Municipal Law as the act and deed of this individual, and for any inaccuracies or misstatements in such certificate this individual bidder shall be liable under the penalties of perjury.

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

The undersigned bidder agrees to sign a Waiver of Immunity Clause agreeing if called before a Grand Jury to testify concerning the bid or contract, to sign a Waiver of Immunity against Criminal transaction, bid or contract:

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

SECTION 4: NON-DESCRIMINATION AND HARRASSMENT (Including Sexual Harassment) IN THE WORKPLACE

Policy Statement – It is the policy of the Town of Rotterdam to promote a productive work environment and to prohibit conduct by any Elected Official or employee (as defined in Section 104 of the Employee Handbook) that disrupts or interferes with another's work performance or that creates an intimidating, offensive, or hostile work environment. In keeping with this goal, the Town is committed to educate Elected Officials and employees in the recognition and prevention of workplace discrimination and harassment, including sexual harassment, and to provide an effective means of eliminating such discrimination and harassment from the workplace. In short, the Town does not tolerate any form of discrimination or harassment, including sexual harassment, and will take all steps necessary to prevent and stop the occurrence of such activity in the workplace. The accompanying complaint procedure is intended to provide an effective mechanism for reporting, and resolving promptly, complaints of discrimination and harassment, including sexual harassment, without any risk of repercussion to any individual covered by this policy who, in good faith, files such complaint.

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

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

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

- Harassment: Unwanted, unreasonable verbal or physical conduct directed toward or affecting another person that disturbs, frightens, insults, threatens, intimidates, demeans, or offends that other person, that continues or is repeated after a request to cease, and that: 1) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities. Harassment includes offensive or inappropriate images or written materials or electronic communications (e.g. letters, e-mail, text messages, or graffiti) as well as bias-based harassment and sexual harassment (see below).

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy,

age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Bias-based harassment includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written, electronic, or graphic material that denigrates, ridicules, objectifies, or shows hostility, aversion or contempt toward an individual or group and that is placed on walls, bulletin boards, lockers or elsewhere on or in the Town's premises, vehicles, or equipment, or is circulated in the workplace, including through electronic means.

- Discrimination: The Town of Rotterdam is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of sex, (including gender identity and the status of being transgender), sexual orientation, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, arrest or conviction record, genetic information or predisposing characteristics, domestic violence victim status, or any other protected status. Unlawful discrimination based on membership in these categories is prohibited by applicable federal, state, or local laws. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, assignments, compensation, promotion, transfer, training, leave of absence, and termination.

Definition of Sexual Harassment – This policy places special attention on the prohibition of sexual harassment in the workplace.

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment.

A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called “quid pro quo” harassment.

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

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

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

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

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

- made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a supervisor or management of harassment or discrimination;
- reported that another employee has been subjected to harassment or discrimination;
- encouraged a fellow employee to report harassment or discrimination;
- participated in a workplace investigation regarding harassment or discrimination;
- testified or assisted in a proceeding involving harassment or discrimination under the Human Rights Law or other anti-discrimination laws.

Even if the alleged discrimination or harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of discrimination or harassment.

Reporting of Discrimination and Harassment (including Sexual Harassment) – Reports of alleged discrimination and/or harassment (including sexual harassment) or retaliation may be made verbally or in writing. A form for the submission of a written complaint is attached to this policy and individuals are encouraged to use this form. If an individual chooses to submit a verbal complaint, such complaint will be recorded by the receiver of this complaint on this form. Employees are encouraged to report incidents of discrimination, harassment (including sexual harassment), or retaliation to their Department Head and/or the Town Supervisor as soon as possible after their occurrence. If the employee's Department Head is believed to be involved in the incident, or if the employee is not comfortable in addressing the incident with the Department Head, the report should be made directly to the Town Supervisor. If the Town Supervisor is believed to be involved in the incident or the employee is not comfortable reporting the incident to the Town Supervisor, the employee should report the incident to a member of the Town Board. Employees who believe they have been discriminated against or harassed and would like to obtain guidance as to how to proceed in filing a complaint, should contact their immediate supervisor, their Department Head, the Town Supervisor, or any member of the Town Board. Employees who work during off-hours are encouraged to contact their supervisor, their Department Head, the Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

Supervisory Responsibility – Supervisory personnel must make every effort to ensure a work environment that is free from discrimination and harassment, including sexual harassment. Any Department Head or supervisor who receives a complaint or information about suspected prohibited activity (as outlined above), observes behavior that may constitute prohibited activity, or for any reason suspects that prohibited activity is occurring, is required to report such suspected prohibited activity to the Town Supervisor, or any member of the Town Board.

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

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

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

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

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

Harassment (including sexual harassment) is not only prohibited by Town policy but is also prohibited by federal, state, and (where applicable) local law. Aside from the Town's internal process, employees may also choose to pursue legal remedies with the following governmental entities at any time.

New York State Division of Human Rights (DHR)

The Human Rights Law (HRL) applies to employers in New York State with regard to harassment and protects employees and non-employees regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with DHR or in New York State Supreme Court. Complaints with DHR may be filed any time within one year of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, within three years of the alleged discrimination. An individual may not file with DHR if they have already filed an HRL complaint in state court. Filing an internal complaint with the Town does not extend the time limits to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment. An attorney is not needed to file a complaint with DHR, and there is no cost to file with DHR. DHR will investigate the complaint and determine whether there is probable cause to believe that discrimination has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the Town to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400. Contact DHR at (888) 392- 3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

Contact the Rotterdam Police Department

If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the Rotterdam Police Department.

SECTION 5: TERM OF THE BID

The bid shall be in effect from the date of the contract's execution until completion of all work under the contract. Prices shall remain firm until work is completed and the entire year 2025. If the project extends beyond the year 2025, the hourly rates shall not change.

SECTION 6: GENERAL PROVISIONS OF LAWS COVERING WORKERS ON PUBLIC WORKS CONTRACT

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed. The contractor shall comply with the labor law that includes the prevailing wage rate payment of all employees. The contractor shall provide supporting documentation of wages paid for each employer via certified payroll and supporting documentation.

SECTION 7: BONDS

No Bonds are required upon entering into this on-call contract. However, bonds will be required for Work Orders of more than $25,000.

SECTION 8: INSURANCE

The successful Bidder will be required to procure and maintain, at its own expense, the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance**: A policy or policies with the limits of not less than $1,000,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any automobile for damages because of injury to or destruction of property, including the loss of use thereof.

(c) **General Liability Insurance**: A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For: Combined Single Limit
Property Damage $1,000,000 per occurrence/$2,000,000 aggregate
Bodily Injury $1,000,000 per occurrence/$2,000,000 aggregate Personal Injury $1,000,000 per occurrence/$2,000,000 aggregate

(d) **Umbrella/Excess Liability Insurance:** A policy or policies with Umbrella/Excess Coverage with limits of not less than:

Liability For: Combined Single Limit

All Other Circumstances $1,000,000

(e) **Disability Insurance**: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL).

Each policy of insurance required shall be of form and content satisfactory to the Town Attorney.

(a) The Town shall be named as an additional named insured on all liability policies.
(b) The policy shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Town of Rotterdam. It shall be automatically renewed upon expiration and continued in force unless the Town is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the Town proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the Town, the successful Bidder shall promptly obtain a new policy and submit proof of issuance of the same to the Town for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the Town, be forthwith declared suspended, discontinued, or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 9: INDEMNIFICATION

The successful Bidder shall defend, indemnify and save harmless the Town, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 10: BID FORM

(a) The Bid Form is provided herein; additional copies may be obtained from the Town.
(b) Bids must be made on the Bid Form provided by the Town. The Bid Form must be completed manually in black ink or typed. The Bid Form must also be signed by an authorized representative of the bidder.
(c) Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
(d) Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
(e) All names must be printed or typed below the signature.
(f) The bid must contain an acknowledgement of receipt of all Addenda (the number of which will be filled in on the Bid Form).

(g) The address and email address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 11: AWARD OF BID

(a) After the award has been approved by the Town governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the Town until the contract has been fully executed by both parties. The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the Town, within the contract between the Town of Rotterdam and the apparent successful Bidder: the successful Bidder's bid, this Request for Bids and any written Addenda issued by the Town of Rotterdam in response to inquiries of prospective bidders.

(b) No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Town of Rotterdam Supervisor. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by the Town of Rotterdam of an attachment against the successful bidder, the Town of Rotterdam shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 12: REMEDY FOR BREACH

In the event of a breach by the Contractor, the Contractor shall pay to the Town all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the Town to procure a substitute contractor to satisfactorily complete the contract work, together with the Town's own costs incurred in procuring a substitute contractor.

SECTION 13: DELIVERY AND PAYMENT

(a) Prior to payment, the items furnished and/or work performed will be inspected by the Town to determine their conformity to specification. No payment will be made for items or work not meeting specifications.

(b) Payment will be made upon the submission of a completed payment request and supporting documentation.

(c) The Town of Rotterdam is not subject to federal, state, or local taxes.

(d) Pursuant to NYS Finance Law §139-F, the contractor shall periodically, in accordance with the terms of the contract, submit to the Town a request for a progress payment for the work performed and/or materials furnished to the date of the request, less any amount previously paid against contract to the contractor. In accordance with the terms of the contract, the Town shall approve and promptly pay the request less any amount necessary to satisfy any claims, liens or judgements which have not been suitably discharged as well as a retainage

of 5 percent (5%) of each progress payment. If there is no requirement by the Town for a performance bond as well as a labor and material bond in the full amount of the contract, the retainage will be in excess of 5 percent (5%) but no more than 10 percent (10%).

(e) When the work as stated in the terms of the contract are substantially completed, the contractor shall request a final and complete inspection of all work to be completed as defined by the bid specifications as well as any approved change orders, after which the contractor will submit to the public owner and/or his agent a request for payment of the remaining amount of the contract balance. The Town shall pay the contractor the requested amount due less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged.

SECTION 14: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED THOUSAND ($200,000.00) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, Sub-Contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 15: SAMPLES AND SHOP DRAWINGS

Prior to commencing work under this Contract, the Contractor shall furnish such samples of materials proposed for use in the work, along with manufacturers' certificates, shop drawings, test results made by independent testing facilities and any other information as may be required by the Town or specified herein.

SECTION 16: SUBCONTRACTORS

Subcontractors will not be allowed to work on any project without prior written approval from the Town. All costs and contract language agreed upon between the Town and Contractor shall apply to any subcontractors that have been approved by the Town.

SECTION 17: ETHICS

The bidder shall not accept or offer any gifts of anything of value nor enter any business arrangement with any employee, official or agent of the Town of Rotterdam. Any contract between a Bidder and Town employees, board members, other than with the Department Head responsible for the bid, shall be grounds for disqualification.

SECTION 18: CLAIMS AGAINST THE TOWN

The claims by the Contractor against the Town for damages from any cause shall be reported to the Town, in writing, at the time such alleged damage occurs. All such claims, if continuous, must also be presented at the end of the month in which such damages or claims occur and if the same continues during more than one month, at the end of each month of the continuance

of such claimed damages. Any provisions relative to extra work and claim therefore and reports thereof appearing elsewhere in this Contract shall not be superseded by the provisions of this section but will be in addition thereto.

SECTION 19: LAWS AND ORDINANCES

On all operations connected with the work herein specified, the Contractor shall keep fully informed of all Federal, State and Town Laws, Ordinances, rules and regulations, including but not limited to OSHA, controlling or limiting in any way the actions of those engaged on the work of affecting the materials and equipment used, and shall strictly comply in every way with such laws, ordinances, rules and regulations.

SECTION 20: PROTECTION OF EXISTING STRUCTURES

When work is to be done around existing structures, the Contractor will exercise every precaution against possible injury to them. In case any structure is damaged, the total cost of such work shall be borne by the Contractor at no cost to the Town. The Contractor shall be held responsible for all materials and work during the progress of construction and for all injury to existing structures met with in the execution of the work. The Contactor will be required to make good at their own cost any injury or damages which said materials, work or structures may sustain from any source or cause before the acceptance of the work on the Contract.

SECTION 21: HEALTH AND SAFETY REQUIREMENTS

(a) Pursuant to the General Duty Clause of the U.S. Occupational Safety and Health Act of 1970 (OSHA), Public Law 91-596, Section 5, the contractor is directly responsible for the health and safety of their staff, subcontractors, and other firms working for the contractor, Department staff on the site, and the affected pubic. The Town of Rotterdam does not have the authority to enforce OSHA regulations, but the Town of Rotterdam does have the authority to enforce the contract.

(b) Pursuant to 29 CFR 1926 Subpart C, contractors entering a contract with the Town of Rotterdam are expected to provide the Town of Rotterdam with a safety and health plan that incorporates the following safety elements, when applicable to the scope of work:
   (1) High Visibility Apparel/ Personal Protective Equipment per 29 CFR 1926 Subpart E.
   (2) Accident Reporting per 29 CFR 1926 Subpart C
   (3) Imminent Danger Situations and Emergency Actions per 29 CFR 1926 Subpart P
   (4) Fall Protection per 29 CFR 1926 Subpart M
   (5) Working Over Water per 29 CFR 1926 Subpart O
   (6) Electrical Safety per 29 CFR 1926 Subpart K
   (7) Open Excavations and Trenches per 29 CFR 1926 Subpart P
   (8) Hazardous Materials per 29 CFR 1926 Subpart Z
   (9) Involving Radioactive Materials per 1926 CFR Subpart D/12 NYCRR 38
   (10) Silica protection per 29 CFR 1926, 29 CFR 1926.55/ Subpart D.
   (11) Demolition of Buildings and Structures 29 CFR 1926, Subpart T
   (12) Drilling and blasting per 29 CFR 1926, Subpart U
   (13) Equipment Safety Procedures per 29 CFR 1926, Subpart O

(14) Lifting per 29 CFR 1926, Subpart N
(15) Confined Spaces per 29 CFR 1910, Subpart J
(16) Fire and Explosion Prevention per 29 CFR 1926, Subpart F

SECTION 22: CONTRACTOR(S) SELECTION CRITERIA

The Town will be awarding up to three (3) contracts using a "Best Value" methodology including evaluation of price, responses of contractor questionnaire and references. Points will be awarded based on the following categories:

1. 50 points for Qualifications, Experience, References
2. 75 points for On-Call Plumbing Contractor Rates.
3. 50 points for overhead and profit mark-up as percentage of construction cost.

Points scoring for category 1 will be as follows:

- 15 points - previous experience in providing superior plumbing construction, maintenance, and repair services at like-sized public and/or private facilities.
- 15 points - assessments of work quality, performance and working relationships by current and recent clients that indicate high levels of satisfaction and effectiveness as evidenced by references.
- 10 points - qualifications of staff proposed to provide on-call plumbing contractor services at Town Facilities. Experience and background of those who will be providing services for the Town.
- 10 points - well-organized communication systems that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the Town.

Points scoring for category 2 will be as follows:

- 10 points – Master Plumber rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Master Plumber rate for Monday through Friday overtime (OT)
- 5 points - Master Plumber rate for Saturdays, Sundays and Holidays
- 10 points – Apprentice Plumber rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Apprentice Plumber rate for Monday through Friday overtime (OT)
- 5 points - Apprentice Plumber rate for Saturdays, Sundays and Holidays
- 10 points – General Plumber rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - General Plumber rate for Monday through Friday overtime (OT)
- 5 points - General Plumber rate for Saturdays, Sundays and Holidays

Points scoring for category 3 will be as follows:

- The scoring will be based upon the number of bids received with the highest score for the lowest overhead and profit percentage.

The winning bids will be selected based on the total combined points.

SECTION 23: WORK SITE CLEANUP

(a) The Contractor shall exercise great care not to damage public or private property. Any damage done shall be repaired or replaced by the Contractor at his own cost and expense.
(b) As the work progresses, all rubbish, refuse and unused materials, tools and equipment shall be removed at once. After final inspections of the work have been made the Contractor shall remove all stakes, boards, sticks and similar obstructions whether used for grade, reference,

or other purposes upon this Contract. The Contractor shall restore the work site and adjacent properties affected by the construction work to the same condition as they were before the work was commenced.

SECTION 24: GENERAL DESCRIPTION OF WORK

1. General - The selected contractor(s) shall provide labor, materials and equipment as needed to repair or replace mechanical systems that have been damaged on an on-call basis as requested by the Town. The extent of plumbing work is not known currently. No work shall be subcontracted to another contractor without written approval from the Town. It is anticipated that the Town will have on-call a maximum of three (3) contractors for this on-call construction services.

2. On-Call Contractor Services Procedure and Response – Upon notification of a pending plumbing project, the selected contractor(s) shall:
   - Coordinate with the Town to meet with DPW staff to discuss the project and conduct a site visit to the project area within two (2) business days from the notification date.
   - Submit a written cost and schedule to perform the work within five (5) calendar days from the notification date.
   - Once cost is finalized and approved, commence construction work within five (5) business days and complete the work as per agreed upon schedule.
   - Failure to respond to an on-call plumbing project notification, meeting with the town and conducting a site visit, or to submit a cost and schedule within the timeframes stated above, unless an extension is approved in advance by the Town, more than two (2) times during the contract term shall be grounds of termination of the on-call contract for cause by the Town.

RESOLUTION NO. 65.25

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH SONICWALL INC.

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Sonicwall Inc., located at 1033 McCarthy Blvd, Milpitas, California 95035, for the advanced gateway security suite bundle for TZ400 services to the Water Treatment Plant, in an amount not to exceed one thousand seven hundred twenty five and 09/100 ($1,725.09) dollars.

SECTION 2. This resolution shall become effective January 8, 2025.

DATED: January 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			

TOWN OF ROTTERDAM

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 • Fax: 518-355-7976 • Website: www.rotterdamny.org

LEGISLATIVE REQUEST FORM

DATE:	January 3, 2025
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Senior Building Inspector
TITLE OF REQUEST:	W5 Service Agreement- Gateway Security
TOWN BOARD MEETING:	January 8, 2025
Background Information:	The Water Treatment Plant has been using SonicWall Inc. for their security.
Evaluation/Analysis:	Extend the Service Agreement for the year 1/11/25 to 1/11/26 for Advanced Gateway Security Suite Bundle for TZ400 services.
Recommendation(s):	Authorize payment in the amount of $1,725.09 to SonicWall Inc.
Attachment/Document(s):	Invoice from SonicWall Inc.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

Reseller: FIREWALLS.COM INC

SONICWALL®

PROTECT MORE.
FEAR LESS.

SonicWall Inc.
Renewals Division
1033 McCarthy Blvd. Milpitas, CA 95035
Phone 1-800-509-1267 eFax # 1-801-905-6543
Note: Do not mail check payment to address listed above. Checks cannot be processed or returned to payor from this location. (See payment options below.)

Service Agreement Extension

Customer Information

Justin Peterson
Town of Rotterdam
1100 Sunrise Blvd Ste 1
Schenectady, NY 12306-2936

Quote date: 12/3/2024
Quote ID#: 1476667

Item	Serial #	Service Description	Current Exp. Date	New Exp. Date	Amount Due
1	18B169F58AAC	ADVANCED GATEWAY SECURITY SUITE BUNDLE FOR TZ400 SERIES 1YR	1/11/2025	1/11/2026	$1,725.09
				Total Amount Due	$1,725.09

Please note: Applicable sales tax may apply

(Note: Prices listed above are based on quote date and are subject to change without notice.)

This is not a bill, invoice, or statement of account due. You are under no obligation to make any payments unless you accept this quote.

If you have previously sent payment to renew your service agreement, please disregard this notice.

- Pay by credit card eFax: (select one) Visa___ Mastercard___ Amex___ eFax To: 801-905-6543

Card #_____ CVV code_____ Exp. date_____

Name on card_____ Signature_____ Total Amount: $ _____

- **Pay via MySonicWall with Credit Card:**
  Sign into your **MySonicWall.com** account and click on **Product Management**, then **My Products**
  Select the Serial Number you wish to renew and then navigate to **Licensing**
  Select shopping cart icon next to service and select **+Add** next to the desired licensing option
  Click the **Shopping Cart** icon in the upper right-hand corner when all services have been added to checkout
- Still need help renewing your services? Give us a call: 1-800-509-1267

Note: Checks mailed to the SonicWall address listed above **cannot be processed or returned to payor from this location.**
Please call us if you are unable to submit payment via your MySonicWall.com account.

Town of Rotterdam 1476667 $1,725.09

By providing your credit card payment via fax, you are authorizing us to process payment as soon as received. Your entitlement to the services will begin no sooner than the date after the current expiration date or once funds are confirmed as received from your financial institution, whichever is later. If for some reason we are unable to match your payment information you have provided, we will make every attempt to contact you to resolve. Only after reasonable efforts have been exhausted will we refund your money in the same form delivered, to the billing address provided on your financial instrument.

SW-HYB-INV

SONICWALL®

PROTECT MORE.
FEAR LESS.

SonicWall Inc.
Renewals Division
1033 McCarthy Blvd. Milpitas, CA 95035
Phone 1-800-509-1267 eFax # 1-801-905-6543

12/3/2024

Justin Peterson
Town of Rotterdam
1100 Sunrise Blvd Ste 1
Schenectady, NY 12306-2936

Service Agreement Expiration Notice

Dear Justin Peterson,

Our records indicate your SonicWall service agreement is about to expire, and with it, access to critical software and firmware updates that keep your network secure.

In addition, if you have SonicWall security subscriptions expiring, you will be unable to download virus signatures, which could make you susceptible to future virus threats.

To renew and extend these critical security services, simply use one of the payment options listed at the bottom of the attached "Service Agreement Extension" form.

Should you have any questions, please feel free to contact your authorized reseller or our service renewal team at 800-509-1267.

Best regards,

SonicWall

RESOLUTION NO. 66.25

TO APPOINT INDIVIDUALS TO VARIOUS PART TIME POSITIONS AND DUTIES FOR THE CALENDAR YEAR 2025

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The following individuals are hereby appointed/reappointed to various part-time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2025 as follows:

School Traffic Officer
Floyd Rorick — Hourly Rate $17.00
(Maximum of 4 hours daily)

Clerk – Part Time (Highway Department)
Donna Larsen — Hourly Rate $19.50

Clerk – Part Time(Police Dept)
Allison Kartner — Hourly Rate $24.38

Building Inspector – Part Time
Lloyd Denny — Hourly Rate $40.00
(Maximum 3 days per week)

Bingo Inspector
William Purcell — Hourly Rate $17.00

Safety Inspector(FEMA)
Kathy Fisher — Hourly Rate $35.00

Project Coordinator, Office of the Aging– Part Time
Linda Testa — Hourly Rate $35.00
(Not to exceed $32,000.00 dollars annually)

Senior Center Bus Driver
Mark D'Alessandro — Hourly Rate $20.00

Fire Inspector – Part Time
Chris Amorosi — Hourly Rate $25.00
(Maximum 15 hours per week)

Dog Control Officers – Part Time
Darla Gullotta — Annual Salary $15,000.00
Heather Newell — Annual Salary $15,000.00

Clerk – Part Time
Jody Binkley — Hourly Rate $25.00

Senior Center Bus Driver (Backup Driver)
Frederick Waller — Hourly Rate $20.00

Clerk – Part Time
Latefa Lang Hourly Rate $20.00
Wastewater Treatment Plant Operator – Part Time
Brion Dufek Hourly Rate $70.00
Stormwater Program Coordinator – Part Time
Mary Barrie Hourly Rate $35.00
Deputy Comptroller – Part Time
Paul Sebesta Hourly Rate $115.00

SECTION 3. This resolution shall be retroactive to January 1, 2025.

DATED: January 8, 2025

NAME	AYES	NOES	ABSTAIN
Dodson			
Mastroianni			
Gallucci			
Schlag			
Collins			