

RESOLUTION NO. 63.24

CALL FOR BIDS FOR ON-CALL ELECTRICAL CONSTRUCTION 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 Construction 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 February 2, 2024, at 10:30 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 the 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 CONSTRUCTION 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 PRIOR TO
10:30 A.M., FEBRUARY 2, 2024**

**ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, PRINTING ETC.) SHALL
BE THE RESPONSIBILITY OF THE BIDDER**

The Town Board reserves the right to 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 10, 2024

BidNet: Please publish on January 12, 2024

Daily Gazette: Please publish on January 12, 2024

Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

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 5, 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 electrical contractors for construction and repair services.

TOWN BOARD MEETING: January 10, 2024

Background Information: The Town's Department of Public Works would like to have a list of qualified electrical contractors to replace or repair electrical services on town properties. The intent is to have a list of no more than three contractors. The selection of contractors will be based upon "Best Value" methodology that includes qualifications, experience, references, hourly rates, overhead and profit percentages.

Evaluation/Analysis: Once bids are received, the Town can evaluate if this on-call method is preferred with respect to time and cost.

Recommendation(s): I recommend that the Town Board approve obtaining sealed construction bids for on-call fencing construction and repair services. Depending upon the bids received, the Town has the option to reject all bids if the cost does not appear to be 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

On-Call Electrical Construction
Services

Bid Opening:
February 2, 2024
@ 10:30 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 Electrical Contractor Services will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 10:30 AM local time on Friday, February 2, 2024, 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 and equipment, and other means of construction necessary and incidental for the removal, repair or replacement of electrical facilities that are damaged 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 the year 2024 construction season.

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 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 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 electrical 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 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 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 Electrician Labor Rate (8 hours) | Hourly Rate _____ |
| 2. Master Electrician Labor Rate (weekends & holidays) | Hourly Rate _____ |
| 3. Apprentice Electrician Rate (8 hours) | Hourly Rate _____ |
| 4. Apprentice Electrician Rate (weekends & holidays) | Hourly Rate _____ |
| 5. Journeyman Electrician Rate (8 hours) | Hourly Rate _____ |
| 6. Journeyman Electrician Rate (weekends & holidays) | Hourly Rate _____ |
| 7. Maintenance Electrician Rate (8 hours) | Hourly Rate _____ |
| 8. Maintenance Electrician Rate (8 hours) | Hourly Rate _____ |

If there are any other laborer rates that may be needed on a project for a particular project, the Town and Contractor will agree on an approved rate prior to the start of the project.

C. OVERHEAD AND PROFIT

Overhead and profit mark-up shall be based upon the total cost of labor, material and equipment needed to install new electrical or replace deteriorated electrical items for each project. Below provide a percentage of the overall overhead and profit to be charged to the Town.

Percentage _____

D. MATERIALS

The Material cost will not be part of the bid evaluation. The contractor shall provide the Town as part of the overall cost of the project, with a listing of all materials needed for the electrical installation and their associated cost. The contractor, by submitting this bid, agrees not to include any markup to the material cost.

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 electrical repair or replacement project:

SUBMITTED on _____ 2024.

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.*

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **10:30 a.m. on February 2, 2024**, 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 **10:30 a.m. February 2, 2024** 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 2024 construction season.
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, 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 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 certifying, 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-DISCRIMINATION 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 2024. If the project extends beyond the year 2024, prices 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. **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 judgments 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 Contractor 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 public. 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 29 CFR 1926 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. 100 points for On-Call Electrical 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 electrical 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 electrical 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 Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Master Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Master Electrician rate for Saturdays, Sundays and Holidays
- 10 points – Journeyman Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Journeyman Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Apprentice Electrician rate for Saturdays, Sundays and Holidays
- 10 points – Apprentice Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Apprentice Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Apprentice Electrician rate for Saturdays, Sundays and Holidays
- 10 points – Maintenance Electrician rate for Monday through Friday from 8:00 am to 5:00 pm
- 10 points - Maintenance Electrician rate for Monday through Friday from 5:01 pm to 12:00 pm
- 5 points - Maintenance Electrician 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 electrical systems that has been damaged 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 will have on-call a maximum of three (3) contractors for this on-call construction services.
- 2. On-Call Construction Services Procedure and Response – Upon notification of a pending electrical 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 electrical 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.

Only qualified electrical contractors shall be considered.

RESOLUTION NO. 64.24

CALL FOR BIDS FOR GENERATOR BUILDING MODIFICATIONS

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 Generator Building Modifications.

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 February 2, 2024, 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 the 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:

GENERATOR BUILDING MODIFICATIONS

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 PRIOR TO
11:00 A.M., FEBRUARY 2, 2024**

**ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, PRINTING ETC.) SHALL
BE THE RESPONSIBILITY OF THE BIDDER**

The Town Board reserves the right to 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 10, 2024

BidNet: Please publish on January 12, 2024

Daily Gazette: Please publish on January 12, 2024

Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

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 5, 2024

TO: Town Board

FROM: Fred Mastroianni, P.E., Town Consultant Engineer

TITLE OF REQUEST: Authorize the Supervisor to obtain construction bids for the modifications to the Generator Building that includes installing a new garage door, replacement of the existing garage door, and creating an opening on the interior block wall of the building.

TOWN BOARD MEETING: January 10, 2024

Background Information: The Water Treatment Plant Generator Building includes a large diesel fuel tank where access is not provided to remove it in case it needs to be replaced. This project will add a garage door for this purpose. In addition, the existing adjacent garage door is in poor condition and needs to be replaced. The Town has purchased both doors and the contractor will be installing them.

Evaluation/Analysis: Once bids are received, the Town can evaluate if the cost for the work is reasonable.

Recommendation(s): I recommend that the Town Board approve the project going out to bid and obtaining cost for the work. The Town Board can always reject the bids if determined to not be reasonable.

Attachment/Document(s): Design Plans, Specifications and Construction Bid Document.

Compliance with Purchasing Policy: Yes

Effect(s) on Existing Law(s): None

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Town of Rotterdam
Request for Bids

Generator Building Modifications
49 Rice Road, Rotterdam N.Y.

Bid Opening:
February 2, 2024
@ 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 Generator Building Modifications at 49 Rice Road 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 Friday, February 2, 2024, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

The work shall include removal of concrete blocks and bricks for installation of a new garage door, replacement of the existing adjacent garage door and creating an opening on the interior block wall of the building. The doors and associated hardware for installation will be provided by the Town so that both doors are fully functional. Electrical work will be completed by the Town.

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 the year 2024 construction season.

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.

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.

INSTRUCTIONS TO BIDDERS (ITB)

1. All bids must be submitted before **11:00 a.m. on February 2, 2024**, 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. February 2, 2024** 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, up to the completion of the project.
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 waive 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.

TOWN OF ROTTERDAM

BID FORM

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

Generator Building Modifications

SUBMITTED BY: _____

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:
Town of Rotterdam
Attn: Diane Marco, Town Clerk
Department of Public Works
1100 Sunrise Boulevard
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

Bidder accepts all 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 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.
- E. 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.
- F. 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.
- G. 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.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. 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

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

CONTRACT BID ITEMS

- | | |
|---|----------------------|
| 1. Demolition and Disposal of Materials | Lump Sum Price:_____ |
| 2. Masonry and Steel Modifications | Lump Sum Price:_____ |
| 3. Overhead Doors Installation | Lump Sum Price:_____ |

4. Mobilization (4% max. of above items) Lump Sum Price: _____

TOTAL LUMP SUM BID PRICE _____

SUBMITTED on _____ 2024.

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.

AGREEMENT

THIS AGREEMENT is by and between _____ (“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:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: contractor(s) shall provide labor, materials and equipment as needed to modify the generator building as shown on the plans and as per the specifications. The work shall include removal of concrete blocks and bricks for installation of a new garage door, replacement of the existing adjacent garage door and creating an opening on the interior block wall of the building. The doors and associated hardware for installation will be provided by the Town so that both doors are fully functional.

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 an engineer 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 60 calendar days after the date of the signed agreement and completed and ready for final payment within 90 calendar 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 the 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 FIVE HUNDRED (\$500.00) for each calendar 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 calendar day that expires after such time until the Work is completed and ready for final payment.

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:

Total of Lump Sum Amount is:

_____ Dollars
(words)

And _____ cents \$ _____
(words) (figures)

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); 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, and less 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, the Owner shall pay the remainder of the Contract Price as recommended by the Engineer.

ARTICLE 7 – INTEREST is not used or allowed.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter 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. The contractor is familiar with and is satisfied with 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. The contractor has given the Designer written notice of all conflicts, errors, ambiguities, or discrepancies that the 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

The Contract Documents include all language stated in the bid documents and supplementary documentation provided by the contractor (performance bond, insurance, etc.), design plans and specifications. The Contract Documents can only be modified or supplemented via mutual agreement between the owner and contractor.

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:

Town of Rotterdam

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.)

END OF SECTION

NON-COLLUSION BIDDING CERTIFICATION

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

**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: _____

NON-DISCRIMINATION 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.

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.

CONTRACT TIMES AND COMPLETION DATE

The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement. The contractor shall complete the project within 60 calendar days from the start of the work.

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.

BID SECURITY

- A. Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base Bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety.
- B. The Bid security of the apparent Successful Bidder will be retained until Owner awards the Contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- C. The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 45 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- D. Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

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*):

Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York, 12306

BID

Bid Due Date:
Description (*Project Name*):

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

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name _____

Print Name _____

Title _____

Title _____

Attest: _____
Signature
Title

Attest: _____
Signature
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.

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/Town 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

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.

WAGE RATES

The Work under these Bidding Documents is to be paid for by public funds; therefore, minimum prevailing wage rates published by the New York State Department of Labor shall be paid on this project.

SALES AND USE TAXES

The Owner is exempt from New York State sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 for 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.

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.

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 Contractor 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.

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 public. 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 29 CFR 1926 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

CONTRACTOR SELECTION CRITERIA

The Town will be awarding the project to the lowest cost responsible bidder. In addition to the bid price, the Town will conduct investigations as deemed necessary to determine the lowest responsible bidder.

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.

GENERAL DESCRIPTION OF WORK

The selected contractor(s) shall provide labor, materials and equipment as needed to modify the generator building as shown on the plans and as per the specifications. The work shall include removal of concrete blocks and bricks for installation of a new garage door, replacement of the existing adjacent garage door and creating an opening on the interior block wall of the building. The doors and associated hardware for installation will be provided by the Town so that both doors are fully functional.

TECHNICAL SPECIFICATIONS

Refer to the design plans for the technical specifications.

TOWN OF ROTTERDAM

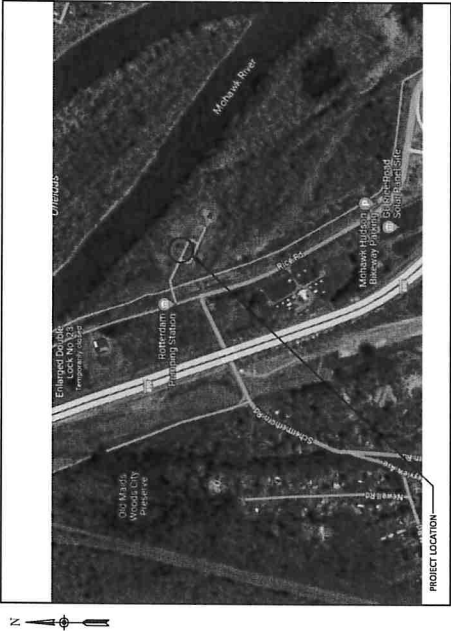
WATER DISTRICT NUMBER 5 GENERATOR BUILDING
MODIFICATIONS

CONTRACT NO. 1 - GENERAL CONSTRUCTION

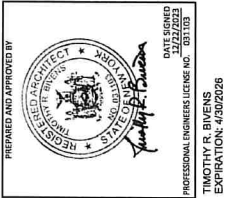
WATER DISTRICT NUMBER 5
49 RICE ROAD
SCHENECTADY, NEW YORK 12306



PROJECT DRAWING INDEX		
SHEET NUMBER	COVER SHEET	SHEET NAME
G001		GENERAL NOTES AND SYMBOLS
A001		PROJECT SPECIFICATIONS
A101		DEMOLITION AND NEW WORK PLAN
A102		DOCK SCHEDULE AND DETAILS



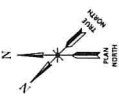
12/22/23
CONTRACT DOCUMENTS



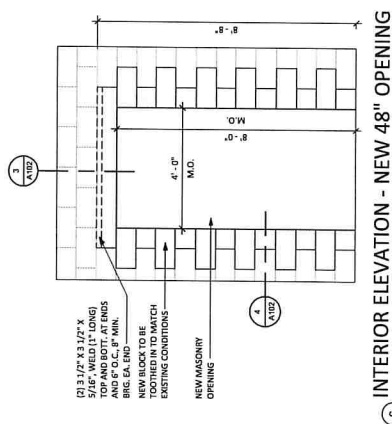
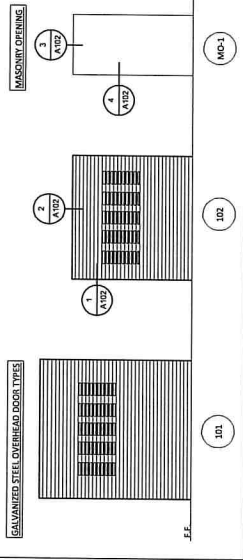
Sheet Number	G001
Project Number	904.061.001

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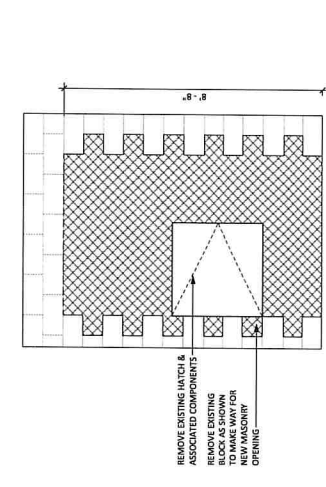
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OVERHEAD DOOR TYPES AND OPENINGS



INTERIOR ELEVATION - NEW 48" OPENING
127" = 1'-0"

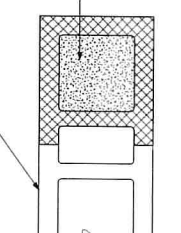


INTERIOR ELEVATION - DEMOLITION 48" OPENING
127" = 1'-0"

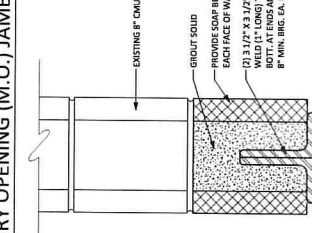
DOOR SCHEDULE

DOOR NUMBER	SPACE	DESCRIPTION	WIDTH	HEIGHT	GLASS	TEMP.	TEMP.	DOOR FINISH	DETAILS	FRAME	FIRE RATING	REMARKS	DOOR NUMBER
101	GENERATOR ROOM	STEEL	8'-0"	10'-0"	TEMP.	TEMP.	TEMP.	STEEL	EXISTING	EXISTING	MF	PROVIDED BY OWNER, INSTALLED BY CONTRACTOR, ELECTRICAL BY OWNER	101
102	TANK AND UTILITY ROOM	STEEL	8'-0"	10'-0"	TEMP.	TEMP.	TEMP.	STEEL	EXISTING	EXISTING	MF	PROVIDED BY OWNER, INSTALLED BY CONTRACTOR, ELECTRICAL BY OWNER	102

EXISTING 8" CMU



48" MASONRY OPENING (M.O.) JAMB DETAIL
3'-0" = 3'-0"



48" MASONRY OPENING (M.O.) HEAD DETAIL
3'-0" = 3'-0"

NEW OVERHEAD DOOR HEAD DETAIL - 102
1'-0" = 1'-0"

NEW OVERHEAD DOOR JAMB DETAIL - 102
3'-0" = 3'-0"

NEW OVERHEAD DOOR JAMB DETAIL - 102
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NEW OVERHEAD DOOR JAMB DETAIL - 102
3'-0" = 3'-0"

RESOLUTION NO. 65.24

**CALL FOR BIDS ON THE SARTOLI AVE & KINGS ROAD DRAINAGE
IMPROVEMENTS AND ROADWAY RECONSTRUCTION**

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 Sartoli Ave & Kings Road Drainage Improvements and Roadway Reconstruction.

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 February 9, 2024, 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 the 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:

**SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS AND ROADWAY
RECONSTRUCTION**

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 PRIOR TO
2:00 P.M., FEBRUARY 9, 2024**

**ALL HANDLING COSTS (MAIL, DELIVERY SERVICES, PRINTING ETC.) SHALL
BE THE RESPONSIBILITY OF THE BIDDER**

The Town Board reserves the right to 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 10, 2024

BidNet: Please publish on January 12, 2024

Daily Gazette: Please publish on January 12, 2024

Town Clerk Post

SECTION 3. This resolution shall become effective January 10, 2024.

DATED: January 10, 2024

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 29, 2023

TO: Town Board

FROM: Fred Mastroianni, P.E., Town Consultant Engineer

TITLE OF REQUEST: To authorize the Town Board to obtain sealed construction bids for the Sartoli Avenue and Kings Road Drainage Improvements project.

TOWN BOARD MEETING: January 10, 2024

Background Information: The Town hired Greenman-Pedersen, Inc. (GPI) to perform a drainage study of the existing stormwater collection and discharge system in the area. The study included the watershed area associated with Peter Road, Casilla Road, Bill Road, Fred Road, Davendorf Road, Sherwood Road, Community Road, Highbridge Road and Kings Road and Sartoli Avenue. The study determined that the stormwater collection system ultimately discharges along Sartoli Avenue and into an adjacent drainage channel located by the railroad tracks and in the nature preserve area. The study concluded that a large elliptical pipe should be installed to outlet the stormwater to a paper street (Martinalla Drive) and a separate drainage system should be provided on Sartoli Avenue. As part of the project, the Town wanted to include a new water system for Sartoli Avenue since the existing homes have individual wells. The Town received a grant through the state in the amount of \$125,000 for the new water system.

Evaluation/Analysis: Once bids are received, the Town can evaluate if the construction cost is reasonable to move the project forward. The engineer's estimate for construction is \$1,443,130.

Recommendation(s): I recommend that the Town Board approve obtaining sealed construction bids for the project.

Attachment/Document(s): Final Plans, Construction Bid Documents and Engineer's Estimate.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

PROJECT MANUAL

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS AND ROADWAY RECONSTRUCTION

TOWN OF ROTTERDAM, NY

JANUARY 2024

Prepared For:

TOWN OF ROTTERDAM
1100 SUNRISE BLVD
ROTTERDAM, NEW YORK 12306

Prepared By:

GREENMAN-PEDERSEN, INC
80 WOLF ROAD, SUITE 600
ALBANY, NEW YORK 12205

SUBMITTED IN ACCORDANCE WITH THE NYS HIGHWAY LAW AND THE
NYSDOT STANDARD SPECIFICATIONS OFFICIALLY FINALIZED AND
ADOPTED ON JANUARY 1, 2024 AS POSTED ON THE NYSDOT WEBSITE AND
INCLUDING ALL REVISIONS AND ADDENDA ISSUED BY NYSDOT PRIOR TO
THE DATE THE NOTICE TO BIDDERS IS ADVERTISED

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ADVERTISEMENT FOR BIDS

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS AND ROADWAY RECONSTRUCTION PROJECT TOWN OF ROTTERDAM SCHENECTADY COUNTY, NEW YORK

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam Sartoli Ave & Kings Road Drainage Improvements, and Roadway Reconstruction, Town of Rotterdam, Schenectady County, New York, project will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 2.00 PM local time on Friday, February 9, 2024. Bids will be opened by the Town and read aloud to the public at 2:30 PM on the same day. A summary of bid results will be made public.

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 a new drainage collection system along Kings Road from Highbridge Road to Peter Road with associated catch basins and piping and out letting to Martinalla Avenue (paper Street) to a detention basin; pavement restoration along Kings Road; new drainage and water line systems and reconstruction of Sartoli Avenue, 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 percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Information for Bidders. The bidder, by signing their proposal, certifies that they are fully aware of State Laws requiring non-collusive bidding. No separate forms will be required, but the actual signing of the proposal includes such a statement and is included in the proposal. The Bidder to whom the Contract is awarded will be required to furnish Performance, Payment and Guarantee Bonds from an acceptable Surety Company for an amount not less than 100% of the accepted bid. Contract will be awarded based upon the lowest responsible and qualified bid. 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.

Construction activities shall be substantially completed by October 31st, 2024. The total

active inspection duration for this project shall not exceed 90 calendar days. The Contractor will be charged with Liquidated Damages and Engineering/Inspection Charges if project is not substantially completed in the above time period as stated under Article 3 in the Agreement.

Funding for this project is broken into two financial shares as noted in the bid sheets. All work related to the construction of the water line on Sartori Avenue shall be included in Share 1. All other work related to the project shall be included in Share 2.

Contractor shall comply with all State contract provisions related to the State and Municipal (SAM) grant on the water line work on Sartoli Ave.

There is NO Minority-owned business or woman-owned business utilization Goal for this project. However, Contractors are encouraged to utilize minority and women owned businesses to provide labor, materials and equipment needed to complete this project. This is a public works project and prevailing wages as determined by the New York State Department of Labor must be paid to all workers on 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 Town of Rotterdam expressly reserves the right to waive any informality in or to accept any bid, or to reject any and all bids, or to award on any or all items, as the interest of the Town of Rotterdam may appear to require. All bids are subject to final review and approval by the Town of Rotterdam Department of Public Works and the Town Board before any award of contract may be made. Receipt of bids by the Town shall not be construed as authority to bind the Town.

Owner's Contact

Fred Mastroianni, PE
Town of Rotterdam
Phone: 518-355-7575 ext.354
Email: fmastroianni@rotterdamny.org

Engineer's Contact

Ryan Trunko, PE
Project Manager
Greenman-Pedersen, Inc
80 Wolf Road, Suite 600
Albany, NY 12205
Phone: (518) 898-9551
Email: rtrunko@gpinet.com

No questions or inquiries regarding this bid will be accepted after 4:00 pm on February 2, 2024.

INSTRUCTIONS TO BIDDERS

PROJECT IDENTIFICATION:

- a) Project Title: Sartoli Avenue & Kings Road Drainage Improvements,
Roadway Reconstruction and New water System
- b) Owner: Town of Rotterdam
- c) Engineer: Greenman-Pedersen, Inc.

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1. Defined Terms

1.1. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- Bidder – one who submits a bid directly to owner as distinct from sub-bidder, who submits a bid to a bidder.
- Issuing Office – the office from which the bidding documents are to be issued and where the bidding procedures are to be administered.
- Successful Bidder – the lowest responsible, responsive bidder to whom owner (on the basis of owner's evaluation as hereinafter provided) makes an award.
- Agreement – The written contract between OWNER and CONTRACTOR covering the Work to be performed.
- Bid – The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- Bidding Documents – The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids)
- Contract Times – The number of days to the dates stated in the Agreement; to achieve substantial completion and to complete the Work so that it is ready for final payment as evidence by ENGINEER's written recommendation of final payment.
- CONTRACTOR – The person, firm or corporation with whom Owner has entered into the Agreement.
- Drawings – The drawings which show the scope, extent, and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
- Effective Date of the Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.
- Engineer – The person, firm or corporation named as such in the Agreement.
- Notice of Award – The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions present therein, within the time specified, OWNER will sign and deliver the Agreement.
- OWNER – The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the

Agreement and for whom the Work is to be provided.

- Underground Facilities – All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or material: electricity, gases, steam, liquid petroleum products, telephone, cable television, or other communications, sewage and drainage removal, traffic or other control systems or water.
- Substantial completion – When the public (including vehicles and pedestrians) has full and unrestricted use and benefit of the facility both from an operational and safety standpoint.

2. Copies of Bidding Documents

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Notice to Bidders may be obtained from the Issuing Office. Copies of the bidding documents obtained from a source other than the issuing office are not considered official copies. The OWNER cannot guarantee the accuracy of any information not obtained from the issuing office.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Document.

3. Bidders Qualifications

All Bidders, including foreign and domestic corporations must be qualified and/or licensed to do business within the state where the project is located. The Owner reserves the right to make any investigation deemed necessary to determine bidder qualifications and responsibility. Bidder shall furnish to the Owner, upon request, all data pertinent thereto.

4. Examination of Contract Documents and Site

4.1. It is the responsibility of each bidder before submitting a Bid:

4.1.1. To examine thoroughly the Contract Documents and other related data identified in the bidding documents (including "technical data" referred to below);

4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work;

4.1.3. To consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work;

4.1.4. To study and carefully correlate Bidders knowledge and observations with the Contract Documents and such other related data;

4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2. Information and data or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof.

4.3. Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.4. On request, OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

4.5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception of the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by the Contract Documents, the Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. Availability of Lands for Work, etc.

The lands upon which the Work is to be performed, right-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional land and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

6. Interpretation and Addenda

6.1. All questions about the meaning or intent of the Bidding documents are to be directed to Engineer through the Purchasing Agent. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Purchasing Agent as having received the Bidding documents. Questions received less than ten days prior to the date for opening of the Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2. Addenda may also be issued to modify the Bidding documents as deemed advisable by OWNER and ENGINEER.

7. Bid Security

7.1. Each Bid must be accompanied by Bid security made payable to the OWNER in the amount of five percent (5%) of Bidders maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety.

7.2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by the OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the forty-fifth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which

are not competitive will be returned within seven days after the bid opening.

8. Contract Times

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment.

9. Liquidated Damages

Provisions for Liquidated Damages, if any, are set forth in the Agreement.

10. Substitute and “Or-Equal” Items

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or “or-equal” items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

11. Subcontractors, Suppliers and Others

11.1. The identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to the OWNER in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within five days of Notice of Award submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required.

An OWNER or ENGINEER who after due investigation reasonably believes that a Subcontractor, Supplier or other person or organization is suspended, debarred or has otherwise been declared ineligible to perform this contract, may request that a Successful Bidder submit an acceptable substitute Subcontractor, Supplier, person or organization.

If apparent Successful Bidder declines to make any such substitution, the OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, other persons and organizations.

11.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to the OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice

of Award may only subcontract other portions of the Work with OWNER’s written consent.

11.3. No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against whom the CONTRACTOR has a reasonable objection.

12. Bid Form

12.1. The Bid Form and the Bid Summary Form (where applicable) are included with the Bidding documents; additional copies may be obtained from Engineer (or issuing office).

12.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.

12.3. Bids by corporations must be executed in the corporate name by the president or vice president (or corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

12.5. All names must be typed or printed in black ink below the signature.

12.6. The Bid shall contain acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form.

12.7. The address and telephone number for communications regarding the Bid must be shown.

12.8. All documents set forth in the Bidders Checklist must be submitted with bid.

12.9. 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.

13. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement or Notice to Bidders and shall be enclosed in a sealed envelope, marked with the project title and name an address of Bidder and accompanied by the Bid security and other required documents (see bidders checklist). If the Bid is sent through the mail or other delivery system, the sealed envelope shall be

enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

14. Modification and Withdrawal of Bids

14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are submitted at any time prior to the opening of Bids.

14.2. Where a unilateral error or mistake is discovered in a Bid, such Bid may be withdrawn after showing of the following: (1) the mistake is known or made known to the OWNER and ENGINEER prior to the awarding of the contract or within three days after opening of the Bid, whichever period is shorter; and (2) the price Bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the Bid was submitted in good faith and the Bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the Bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn by inspection of the original work papers, documents or materials used in the preparation of the Bid; and (5) it is possible to place the OWNER in status quo ante.

15. Opening of Bids

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) may be made available to Bidders after the opening of the Bids.

16. Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

17. Award of Contract

17.1. To the fullest extent permitted by law OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all

informalities not involving price, time, or changes in the Work and to negotiate, to the extent permitted by law, contract times with the Successful Bidder.

17.2. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

17.3. In evaluating Bids, OWNER will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, lump sum price and other data, as may be requested in the Bid form or prior to Notice of Award.

17.4. OWNER may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to Notice of Award.

17.5. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

17.6. If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the project.

17.7. If the contract is to be awarded, OWNER will give successful Bidder a Notice of Award within forty-five (45) days after the day of the Bid opening.

18. Contract Security

When successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bond.

19. Signing of Agreement

When OWNER gives Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreements to OWNER with the required bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR.

20. Prebid Conference

****There is no Prebid Conference planned for this contract****

21. Lobbying Activities on Federal Aid Contracts

Not Applicable, No Federal funding

22. Sales and Use Taxes

OWNER is exempt from New York State Sales and Use Tax on materials and equipment to be incorporated into work. Said taxes should not be included in Contract Price.

23. Non-Collusive Bidding Procedures

Each Bidder is required to comply with the requirement regarding non-collusive bidding procedures and shall submit the appropriate Non-Collusive Bidding Certification and Non-Collusive Bidding Certification Bidder Information with the Bid. Knowledge of bid collusions or other questionable contract related practices shall be reported per the instructions contained in Reporting Violations of the Non-Collusive Bidding Procedures, Misconduct, or other Prohibited Contract Activities.

24. Disadvantaged Business Enterprise Utilization Goals

Not Applicable, No DBE goals

25. Equal Employment Opportunity Participation Goals

Not Applicable, No EEO goals

26. Schedule for Bid and Award of Contract

A schedule of the major events required for the Bid and Award is shown below:

Notice of Award	No later than 45 days following Bid Opening
Signed Documents returned by Contractor	No later than 15 days following Notice of Award
Signed Documents returned by the Owner with Notice to Proceed	No later than 10 days following Signed Documents returned by Contractor
Submittal of Bonds and Insurance	No later than 15 days following Notice of Award

27. Prevailing Wages

This is a public works project and prevailing wages as determined by the New York State Department of Labor must be paid.

28. Federal Aid Contract

Not Applicable, No Federal funding

29. State Funding

Bidder is required to comply with the requirements of the State and Municipal (SAM) grant for the water line work on Sartoli Avenue. . All work related to the construction of the water line on Sartori Avenue shall be included in Share 1 of the Bid Sheet and invoiced separately.

30. Delegation of Authority

Where reference is made to New York State, Commissioner of Transportation, State Department of Transportation Officials and Employees, etc., either in these specifications or the NYSDOT *Standard Specification, Construction and Materials* it shall mean the appropriate Town, Bureau or Official.

The Town or its authorized representative shall make all final interpretations of any questions or irregularities arising out of these specifications and the NYSDOT *Standard Specification, Construction and Materials* used on this project.

Under subsequent sections of this document the term "OWNER" shall mean the Town and being the governmental unit whose name is given on the Contract Document cover.

SIAB-1

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

The following information is available at the Office of the Owner and Engineer, as identified in the advertisement for bids, for inspection and review prior to the letting date. It is mutually understood that this data is independent information the Engineer and/or Owner has assembled and the bidder shall assume the risk of its accuracy and that the information is not prepared or used as part of the contract plans and that Article 7 of the Agreement will apply. This information is not to be considered as a substitution or revision of that section of the standard specifications defining specifications and contract agreements.

By his/her signature on this proposal the bidder certifies that he/she has made himself aware of this availability, for his/her inspection and review prior to the letting date, of the information indicated below:

Available	Not Available	Information
	X	Utility Estimate Sheets with Names of Utility Officials
	X	Right of Way Plan
X		Earthwork Cross Sections
	X	Earthwork Sheets
X		Drainage Estimate Sheets
	X	Sign Face Layouts
	X	Logs of Subsurface Exploration
	X	Tabulated Results of Probing
	X	Tabulated Depth to Bed Rock
	X	Logs Showing Laboratory Description of Soil Samples
	X	Laboratory Test Data from Soil Samples
	X	Rock Outcrop Maps
	X	Granular Materials Resources Survey Reports
	X	Terrain Reconnaissance Reports
	X	Subsurface Data Obtained from Sources Outside the Department
	X	Granular Material Sources Report
X		Record Plans
	X	SPDES Report/SWPPP
X		Special Reports or Other Information (Identified Below) • Kings Road Bridge Replacement from Schenectady County

If you choose not to bid on this project, please consider returning this form to the following address:

Diane Marco, Town Clerk
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, New York 12306

NON-BIDDERS RESPONSE

VENDOR NAME:	
-------------------------	--

For purposes of striving to improve our bidding process, as well as to facilitate your firm's response to our future invitations to bid, we are interested in ascertaining reasons why you chose not to bid on this particular project. In this regard, please provide a short explanation/reason for your choice not to bid in the space provided below:

BIDDER'S CHECKLIST

In order to submit a complete bid, Bidders must submit the following documents:

- _____ Bid Form (BF-1 to BF-4)
- _____ Certified Copy of Resolution of Board of Directors (For Corporations) (BF-5)
- _____ Bid Summary Form(s) (BS-1 to BS-9)
- _____ Bid Bond or Certified Bank Check (BB-1 to BB-2)
- _____ Affidavit of Worker's Compensation (WC-1)
- _____ Certification of Compliance Iran Divestment Act (ID-1)
- _____ Non-Collusion Bidding Certification
- _____ Russia Divestment of Public Funds
- _____ Non-Discrimination and Harassment in the Workplace
- _____ Proof of Ability to do Work in NYS or Covenant to Obtain
(obtained from NY Dept of State)
- _____ NYS Uniform Contracting Questionnaire with attachments (CCA-2)

BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS PROJECT MANUAL ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTION OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.

BID FORM

PROJECT IDENTIFICATION: Sartoli Ave & Kings Road Drainage Improvements,
and Roadway Reconstruction,
Town of Rotterdam, Schenectady County, New York

THIS BID IS SUBMITTED TO: Diane Marco, Town Clerk
Town of Rotterdam Town Hall
1100 Sunrise Blvd.
Rotterdam, New York 12306

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents
2. Bidder accepts all the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award
3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. 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)

 - b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.
 - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of work.
 - d. BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents

4. Bidder will complete the Work in accordance with the Contract Documents for the following price:

_____ (\$ _____)
(use words) (figures)

_____ (\$ _____)
(use words) (figures)

_____ (\$ _____)
(use words) (figures)

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work will be substantially completed and ready for final payment before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

- a. All documents set forth in the Bidders Checklist.

7. Communications concerning this Bid shall be addressed in writing to:

Office of Public Works
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, New York 12306
Attn: Mollie Collins, Supervisor

8. Terms used in this Bid will have the meanings indicated in the Instructions.

SUBMITTED on _____ 2023.

CONTRACTOR _____
(Signature of Authorized Representative)

(Print Name)

(Title)

BIDDER INFORMATION SHEET

NAME OF BIDDER: * _____

ADDRESS: _____

PHONE NUMBER: _____

TYPE OF ENTITY: CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL ____

IF A NON-PUBLICLY OWNED CORPORATION:

NAME OF CORPORATION: _____

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING
SHARES):

LIST OF OFFICERS: _____

LIST OF DIRECTORS: _____

DATE OF ORGANIZATION: _____

IF A PARTNERSHIP:

PARTNERS: _____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

* IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF
THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK
GENERAL BUSINESS LAW MUST BE ATTACHED.

(NAME OF CORPORATION)

of _____ authorized to sign and submit Bid for this corporation for
(Name of Corporation)

(NAME OF CORPORATION)

By _____

Title

The above form must be completed if the Bidder is a corporation

**SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM
PROJECT
TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY**

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
1	201.06	1 CLEARING AND GRUBBING LUMP SUM				
2	203.02	1350 UNCLASSIFIED EXCAVATION AND DISPOSAL PER CUBIC YARD				
3	203.07	400 SELECT GRANULAR FILL (SHARE 1) PER CUBIC YARD				
4	203.07	2900 SELECT GRANULAR FILL (SHARE 2) PER CUBIC YARD				
5	204.04	25 LIGHTWEIGHT CONCRETE FILL (TYPE B) PER CUBIC YARD				
6	206.0201	420 TRENCH AND CULVERT EXCAVATION (SHARE 1) PER CUBIC YARD				

**SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM
PROJECT**

TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
7	206.0201	3780 TRENCH AND CULVERT EXCAVATION (SHARE 2) PER CUBIC YARD				
8	206.05	10 TEST PIT EXCAVATION PER EACH				
9	209.1003	1730 SEED AND MULCH - TEMPORARY PER SQUARE YARD				
10	209.1703	170 DRAINAGE STRUCTURE INLET PROTECTION, PREFABRICATED- TEMPORARY PER LINEAR FOOT				
11	209.1901	25 ROLLED EROSION CONTROL PRODUCT, CLASS II TYPE A, INTERMEDIATE PER SQUARE YARD				

CARRY FORWARD _____

**SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM
PROJECT
TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
12	209.20080009	1500 BIODEGRADEABLE BIOFIBER ROLLS 8 INCHES PER LINEAR FOOT				
13	304.12	839 SUBBASE COURSE, TYPE 2 (SHARE 1) PER CUBIC YARD				
14	304.12	3 SUBBASE COURSE, TYPE 2 (SHARE 2) PER CUBIC YARD				
15	404.128201	6 12.5 F2 Top Course Asphalt, 80 Series Compaction (SHARE 1) PER TON				
16	404.128201	212 12.5 F2 Top Course Asphalt, 80 Series Compaction (SHARE 2) PER TON				

CARRY FORWARD _____

**SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM
PROJECT
TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
17	404.198901	6	19 F9 Binder Course Asphalt, 80 Series Compaction (SHARE 1)			
		PER TON				
18	404.198901	244	19 F9 Binder Course Asphalt, 80 Series Compaction (SHARE 2)			
		PER TON				
19	404.378901	6	37.5 F9 Base Course Asphalt, 80 Series Compaction (SHARE 1)			
		PER TON				
20	404.378901	494	37.5 F9 Base Course Asphalt, 80 Series Compaction (SHARE 2)			
		PER TON				
21	407.0102	20	DILUTED TACK COAT (SHARE 1)			
		PER GALLON				

CARRY FORWARD _____

**SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM
PROJECT
TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
22	407.0102	175 DILUTED TACK COAT (SHARE 2) PER GALLON				
23	418.7603	2500 ASPHALT PAVEMENT JOINT ADHESIVE PER LINEAR FOOT				
24	490.30	1200 MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE PER LINEAR FOOT				
25	552.17	12876 SHIELDS AND SHORING PER SQUARE FOOT				
26	555.10000006	60 ABANDON EXISTING CULVERT PER CUBIC YARD				

CARRY FORWARD _____

**SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM
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TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
27	603.171912	1 GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 42 INCH DIAMETER, 12 GAUGE PER EACH				
28	603.172012	1 GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 48 INCH DIAMETER, 12 GAUGE PER EACH				
29	603.6001	30 REINFORCED CONCRETE PIPE CLASS III, 12 INCH DIAMETER PER LINEAR FOOT				
30	603.6002	400 REINFORCED CONCRETE PIPE CLASS III, 15 INCH DIAMETER PER LINEAR FOOT				
31	603.6003	78 REINFORCED CONCRETE PIPE CLASS III, 18 INCH DIAMETER PER LINEAR FOOT				

CARRY FORWARD _____

**SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM
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TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
32	603.6604	251	REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE, CLASS HEII 24" RISE, 38" SPAN			
			PER LINEAR FOOT			
33	603.6607	155	REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE, CLASS HEII 32" RISE, 49" SPAN			
			PER LINEAR FOOT			
34	603.7303	1	REINFORCED CONCRETE PIPE END SECTIONS 18 INCHDIAMETER			
			PER LINEAR FOOT			
35	603.9815	233	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 15 INCH DIAMETER			
			PER LINEAR FOOT			
36	603.9836	730	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 36 INCH DIAMETER			
			PER LINEAR FOOT			

CARRY FORWARD _____

**SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM
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TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
37 603.9842	869	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 42 INCH DIAMETER PER LINEAR FOOT				
38 604.070101	6	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES PER EACH				
39 604.07260011	3	CONNECTION TO EXISTING DRAINAGE FACILITIES PER EACH				
40 604.13000011	4	ABANDONING DRAINAGE STRUCTURES PER EACH				
41 604.300611	29.5	RECTANGULAR DRAINAGE STRUCTURE TYPE F FOR #11 WELDED FRAME PER LINEAR FOOT				

CARRY FORWARD _____

**SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM
PROJECT
TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
42	604.300632	7.1 RECTANGULAR DRAINAGE STRUCTURE TYPE F FOR ROUND MANHOLEFRAME PER LINEAR FOOT				
43	604.300711	7.5 RECTANGULAR DRAINAGE STRUCTURE TYPE G FOR #11 WELDED FRAME PER LINEAR FOOT				
44	604.320711	26.8 RECTANGULAR DRAINAGE STRUCTURE TYPE G FOR #11 WELDED FRAMEIN CONCRETE CAP PER LINEAR FOOT				
45	604.320811	13.2 RECTANGULAR DRAINAGE STRUCTURE TYPE H FOR #11 WELDED FRAMEIN CONCRETE CAP PER LINEAR FOOT				
46	604.321111	54.2 RECTANGULAR DRAINAGE STRUCTURE TYPE K FOR #11 WELDED FRAMEIN CONCRETE CAP PER LINEAR FOOT				

CARRY FORWARD _____

**SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM
PROJECT
TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
47	607.96000008	1000 REMOVE AND DISPOSE OF EXISTING FENCE PER LINEAR FOOT				
48	608.0101	3.5 CONCRETE SIDEWALKS AND DRIVEWAYS PER CUBIC YARD				
49	608.020102	28 ASPHALT SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS,AND VEGETATION CONTROL STRIPS PER TON				
50	608.13000008	545 FURNISH AND INSTALL GRASS PAVERS PER SQUARE YARD				
51	610.1402	190 TOPSOIL - ROADSIDE PER CUBIC YARD				

CARRY FORWARD _____

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM
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TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
52	610.1601	1730 TURF ESTABLISHMENT - ROADSIDE PER SQUARE YARD				
53	619.01	1 BASIC WORK ZONE TRAFFIC CONTROL PER LUMP SUM				
54	619.27	10 MAILBOXES PER EACH				
55	620.03	330 STONE FILLING (LIGHT) PER CUBIC YARD				
56	620.0801	250 BEDDING MATERIAL (TYPE 1) PER CUBIC YARD				

CARRY FORWARD _____

**SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM
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TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
57	625.01	1 SURVEY OPERATIONS PER LUMP SUM				
58	627.50140008	1850 CUTTING PAVEMENT (SHARE 1) PER LINEAR FOOT				
59	627.50140008	1850 CUTTING PAVEMENT (SHARE 2) PER LINEAR FOOT				
60	637.11	4 ENGINEER'S FIELD OFFICE - TYPE 1 PER MONTH				
61	637.34	1 OFFICE TECHNOLOGY AND SUPPLIES PER LUMP SUM				
62	640.2	21 WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILS PER LINEAR FOOT				

CARRY FORWARD _____

**SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM
PROJECT**

TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
63	640.21	876 YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILS PER LINEAR FOOT				
64	655.1111	22 WELDED FRAME AND RETICULINE GRATE 11 PER EACH				
65	655.1202	1 MANHOLE FRAME AND COVER PER LINEAR FOOT ALTERNATE: ITEM # 663.0106 DUCTILE IRON CEMENT LINED WATER PIPE, 6" PER EACH				
66	663.0406	575 PLASTIC WATER PIPE, 6" (SHARE 1) PER LINEAR FOOT				
67	663.0604	500 COPPER SERVICE PIPE, 1" NPS (SHARE 1) PER LINEAR FOOT				
68	663.1301	3 HYDRANT (SHARE 1) PER EACH				

CARRY FORWARD _____

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM

PROJECT

TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
69 663.160806	2	TAPPING SLEEVE, VALVE & VALVE BOX ASSEMBLY, 8" X 6" (SHARE 1)				
		PER EACH				

CARRY FORWARD _____

**SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION, AND NEW WATER SYSTEM PROJECT
TOWN OF ROTTERDAM, SCHENECTDAY COUNTY NY**

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
699.040001	1	MOBILIZATION MUST NOT EXCEED 4% OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM. FORLUMP SUM				
TOTAL OR GROSS SUM (SHARE 1) WRITTEN IN WORDS:			\$ _____			
TOTAL OR GROSS SUM (SHARE 2) WRITTEN IN WORDS:			\$ _____			
TOTAL OR GROSS SUM (BOTH SHARES) WRITTEN IN WORDS:			\$ _____			

The basis of this award shall be based on the total sum of both shares.

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 and Include Location*):

BOND

Bond Number:

Date (*Not earlier than Bid due 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

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By:

Signature

Print Name

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

Title

Note: Above 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 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 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.

AFFIDAVIT OF WORKERS COMPENSATION

State of _____

SS:

County of _____

of _____

being duly sworn, deposes and says that he now carries or that he has applied for a Workers Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: _____

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Notary Public

CERTIFICATION OF COMPLAINEE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of the Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the Municipality receive information that a Bidder/Contractor is in violation of the above-referenced certification, the Municipality will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Municipality shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Bidder/Contractor in default.

The Municipality reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract, and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I _____, being duly sworn, deposes and says that he/she is the _____ of _____ and neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Signed

SWORN to before me this

_____ day of _____

20____

Notary Public: _____

**AUTHORIZATION DIRECTING STATE AGENCIES AND
AUTHORITIES TO DIVEST PUBLIC FUNDS SUPPORTING RUSSIA**

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under Executive Order of the State of New York, to divest their money and assets from any investment, to terminate any contract with an institution or company, that is determined to be a Russian or supporting entity and to refrain from entering new contracts or making any investments in such entities in the future,
- B. A bid shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder cannot make the forgoing certification set forth in Paragraph A above, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Finance Department to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, may award a bid, on a case by case business under the following circumstances:
1. The investment activities in Russia were made before February 27, 2022, the investment activities in Russia have not been expanded or renewed after February 27, 2022, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Russia and to refrain from engaging in any new investments in Russia; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its function and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Printed Name

Signature

Company Name

Date

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 certifying, 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: _____

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.

<i>Signature</i>		
<i>Name of Company or Corporation</i>		
<i>Address</i>		
<i>City</i>	<i>State</i>	<i>Zip</i>
<i>Email</i>		

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.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

**INSTRUCTIONS FOR COMPLETING THE NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION**

Please Read Before Completing Questionnaire

- Complete all sections of the Questionnaire.
- Submit this form as required by the contracting agency after being announced the low bidder for any competitively bid contract, or when proposed for subcontract work. If you have submitted one within six (6) months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the Agency with which you are bidding. A contracting agency may require additional information deemed necessary for its review. Whenever more space is needed to answer any question or you wish to give further explanation, complete by attaching extra pages. All questions must be answered.
- For each “Yes” answer in Sections IV, V, VI, VII, VIII and IX, add additional explanatory material. For question 7.2, if your firm has OSHA citations, attach copies of each citation.
- A certified annual financial statement, including Accountant’s Review Report and Accompanying Notes, will be acceptable in lieu of completing the financial disclosure forms in the questionnaire.
- If you wish material in this Questionnaire to be held as confidential and exempt from disclosure under Freedom of Information, place an asterisk in front of all information you do not want disclosed to outside sources.
- This Questionnaire is generally valid for one calendar year, unless major changes have occurred (firm purchased by another business, bankruptcy, etc.), in which case re-submittal is required.
- Submit completed questionnaires marked “CONFIDENTIAL” to:

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT BUREAU
50 WOLF ROAD, 1st FLOOR, SUITE 1CM
ALBANY, NY 12232
(518) 457-1564

FOR PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name*</u>			<u>EIN</u>	
Complete Address of the <u>Principal Place of Business</u>			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name			Phone Number	Fax Number
Title			E-mail	
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type (DBA, Trade Name, Other)	Name	EIN	State or County where filed	Status (ACTIVE OR INACTIVE)
SELECT				SELECT
SELECT				SELECT

I. BUSINESS CHARACTERISTICS		
1.0 <u>Business Entity</u> Type -		
a) ☐ <u>Corporation</u> (including <u>P.C.</u>)	Date of Incorporation	
b) ☐ <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized	
c) ☐ <u>Limited Liability Partnership</u>	Date of Registration	
d) ☐ <u>Limited Partnership</u>	Date Established	
e) ☐ <u>General Partnership</u>	Date Established	County (if formed in NYS)
f) ☐ <u>Sole Proprietor</u>	How many years in business?	
g) ☐ Other	Date Established	
If Other, explain:		
1.1 Was the <u>Business Entity</u> formed in New York State?	Yes ☐	No ☐
If "No" indicate jurisdiction where the <u>Business Entity</u> was formed:		
United States ☐ State		
Other ☐ Country		

*All under lined terms are defined in the "New York State Vendor Responsibility Definitions List", which can be found at:
<http://www.osc.state.ny.us/vendrep/documents/definitions.pdf>.

Note: These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. **By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" as it existed at the time of certifications.**

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ? <i>Note: Select "Not Required" if the <u>Business Entity</u> is a <u>Sole Proprietor</u> or <u>General Partnership</u></i>			☐ Yes ☐ No ☐ Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.3 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			☐ Yes ☐ No
1.4 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? <i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			☐ Yes ☐ No ☐ N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.5 Is the <u>Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			☐ Yes ☐ No
If "Yes," check all that apply: ☐ New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) ☐ New York State certified <u>Women-Owned Business Enterprise</u> (WBE) ☐ <u>New York State Small Business</u> ☐ Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.6 Identify each person who is, or has been within the past five (5) years, a <u>Business Entity Official</u> or <u>Principal Owner</u> of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. <u>Joint Ventures</u> : Provide information for all firms involved. <i>(Attach additional pages if necessary.)</i>			
Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>	Employment Status with the Firm
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals listed in question 1.6 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm?		☐ Yes ☐ No
Firm/Company Name	Firm/Company EIN <i>(If Available)</i>	Firm/Company's Primary Business Activity

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
Firm/Company Address		
Explain relationship with the firm and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this <u>affiliate</u> ?		☐ Yes ☐ No
Individual's Name	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to 2.0 above?		☐ Yes ☐ No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		☐ Yes ☐ No
Individual's Name	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction</u> <u>Joint Ventures</u> within the past three (3) years? <i>Attach additional pages if necessary.</i>		☐ Yes ☐ No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

III. CONTRACT HISTORY
3.0 List the ten most recent <u>construction</u> contracts the <u>Business Entity</u> has completed using Attachment A – Completed Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/attachmenta.doc . If less than ten, include most recent subcontracts on projects up to that number.
3.1 List all current uncompleted <u>construction</u> contracts by using Attachment B – Uncompleted Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/attachmentb.doc .

IV. INTEGRITY – CONTRACT BIDDING	
Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:	
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement?	☐ Yes ☐ No
4.1 Been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ No
4.2 Had any bid rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ Yes ☐ No
4.3 Had a proposed subcontract rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ Yes ☐ No
4.4 Had a low bid rejected on a <u>government contract</u> for failure to make <u>good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

IV. INTEGRITY – CONTRACT BIDDING	
Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:	
4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	☐ Yes ☐ No
4.6 Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ?	☐ Yes ☐ No
<i>For each “Yes,” provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

V. INTEGRITY – CONTRACT AWARD	
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:	
5.0 Defaulted on or been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract?	☐ Yes ☐ No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the <u>Business Entity</u> to enter into a formal monitoring agreement in connection with any <u>government contract</u> ?	☐ Yes ☐ No
5.2 Had its surety called upon to complete any contract whether government or private sector?	☐ Yes ☐ No
<i>For each “Yes,” provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u>/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

VI. CERTIFICATIONS/LICENSES	
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:	
6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	☐ Yes ☐ No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a <u>federal</u> certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	☐ Yes ☐ No
<i>For each “Yes,” provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:	
7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	☐ Yes ☐ No
7.1 Been the subject of:	
(i) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or	☐ Yes ☐ No
(ii) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	☐ Yes ☐ No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	☐ Yes ☐ No

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:	
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No
7.4 Had a New York State Labor Law violation deemed willful?	☐ Yes ☐ No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	☐ Yes ☐ No
7.6 Other than previously disclosed, been the subject of any <u>citations, notices, violation orders</u> , pending administrative hearings or proceedings or determinations of a violation of:	
▪ <u>Federal</u> , state or local health laws, rules or regulations;	☐ Yes ☐ No
▪ <u>Federal</u> , state or local environmental laws, rules or regulations;	☐ Yes ☐ No
▪ Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;	☐ Yes ☐ No
▪ Any labor law or regulation, which was deemed willful;	☐ Yes ☐ No
▪ Employee Retirement Income Security Act (ERISA);	☐ Yes ☐ No
▪ <u>Federal</u> , state or local human rights laws;	☐ Yes ☐ No
▪ <u>Federal</u> , state or local security laws?	☐ Yes ☐ No
For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u> , the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY	
If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.	
Within the past five (5) years has any individual previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with New York State been subject to:	
8.0 A <u>sanction</u> imposed relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ N/A
8.1 A criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	☐ Yes ☐ No ☐ N/A
8.2 Misdemeanor or felony charge, indictment or conviction for:	
(i) Any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or	☐ Yes ☐ No ☐ N/A
(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	☐ Yes ☐ No ☐ N/A
8.3 A <u>debarment</u> from any <u>government contracting process</u> ?	☐ Yes ☐ No ☐ N/A
For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting <u>Business Entity</u> , the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?		☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u> , the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?		☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u> , relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> (not including UCC filings) over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days?		☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u> , relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		☐ Yes ☐ No
If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u> , the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project		b. Aggregate (All Projects)
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount
9.7 Attach <u>Business Entity's</u> annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at http://www.osc.state.ny.us/vendrep/documents/attachmentc.xls		

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). <i>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.</i>	☐ Yes ☐ No
Indicate the question number(s) and explain the basis for the claim.	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontractson projects up to that number.							
1.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
2.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
3.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
4.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
5.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number.							
6.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
7.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
8.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
9.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
10.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.1: List all current uncompleted construction contracts.							
1.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
2.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
3.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
4.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.1: List all current uncompleted construction contracts.										
5.	Agency/Owner					Award Date		Amount		Date Completed
	Contact Person			Telephone No.		Design Architect and/or Design Engineer				
	Contract No.		Prime or Sub	Joint Venture (JV) Name, if applicable					EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to Others		Uncompleted Amount		
6.	Agency/Owner					Award Date		Amount		Date Completed
	Contact Person			Telephone No.		Design Architect and/or Design Engineer				
	Contract No.		Prime or Sub	Joint Venture (JV) Name, if applicable					EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to Others		Uncompleted Amount		
7.	Agency/Owner					Award Date		Amount		Date Completed
	Contact Person			Telephone No.		Design Architect and/or Design Engineer				
	Contract No.		Prime or Sub	Joint Venture (JV) Name, if applicable					EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to Others		Uncompleted Amount		
8.	Agency/Owner					Award Date		Amount		Date Completed
	Contact Person			Telephone No.		Design Architect and/or Design Engineer				
	Contract No.		Prime or Sub	Joint Venture (JV) Name, if applicable					EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to Others		Uncompleted Amount		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.1: List all current uncompleted construction contracts.							
9.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
10.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
Grand Total All Uncompleted Contracts						\$0.00	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION**

EIN:
As of Date:

ASSETS

Current Assets

1.	<u>Cash</u>		\$		
2.	<u>Accounts receivable – less allowance for doubtful accounts</u>	\$			
	Retainers included in accounts receivable				
	Claims included in accounts receivable not yet approved or in litigation				
	Total accounts receivable		\$	0.00	
3.	<u>Notes receivable – due within one year</u>		\$		
4.	<u>Inventory – materials</u>		\$		
5.	<u>Contract costs in excess of billings on uncompleted contracts</u>		\$		
6.	<u>Accrued income receivable</u>				
	Interest				
	Other (list)				
	Total accrued income receivable		\$	0.00	
7.	<u>Deposits</u>				
	Bid and plan				
	Other (list)				
	Total deposits		\$	0.00	
8.	<u>Prepaid expenses</u>				
	Income Taxes				
	Insurance				
	Other (List)				
	Total prepaid expenses		\$	0.00	
9.	<u>Other current assets</u>				
	(List)				
	Total other current assets		\$	0.00	
10.	<u>Total current assets</u>				\$ 0.00

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION**

EIN:

11.	<u>Investments</u>				
	Listed securities present market value	\$			
	Unlisted securities present value				
	Total investments		\$	0.00	
12.	<u>Fixed Assets</u>				
	Land				
	Building and improvements				
	Leasehold improvements				
	Machinery and equipment				
	Automotive equipment				
	Office furniture and fixtures				
	Other (list)				
	Total		\$	0.00	
	Less: accumulated depreciation		\$		
	Total fixed assets net			\$	0.00
13.	<u>Other Assets</u>				
	Loans receivable				
	officers				
	employees				
	shareholders				
	Cash surrender value of officers' life insurance				
	Organization expense – net of amortization				
	Notes receivable – due after one year				
	Other (list)				
	Total Other Assets		\$	0.00	
14.	<u>TOTAL ASSETS</u>			\$	0.00

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION**

EIN:

LIABILITIES

Current Liabilities

15.	Accounts payable		\$	
16.	Loans from shareholders – due within one year			
17.	Notes payable – due within one year			
18.	Mortgage payable – due within one year			
19.	Other payables – due within one year (List)	\$		
	Total other payables – due within one year			0.00
20.	Billings in excess of costs and estimated earnings			
21.	Accrued expenses payable	Salaries and wages Employees' benefits Insurance Other		
	Total accrued expenses payable			0.00
22.	Dividends payable			
23.	Income taxes payable	State Federal Other		
	Total income taxes payable			0.00
24.	Total Current Liabilities		\$	0.00
25.	Deferred Income Taxes Payable	State Federal Other		
	Total deferred income taxes		\$	0.00

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION**

EIN:

26.	<u>Long Term Liabilities</u> Loans from shareholders – due after one year Notes payable – due after one year Mortgage – due after one year Other payables – due after one year (List)			
	Total long term liabilities	\$	0.00	
27.	<u>Other Liabilities</u> (List)			
	Total other liabilities	\$	0.00	
28.	<u>TOTAL LIABILITIES</u>		\$	0.00
<u>NET WORTH</u>				
29.	Net Worth (if proprietorship or partnership)	\$		
30.	Stockholders' Equity			
	Common stock issued and outstanding	\$		
	Preferred stock issued and outstanding			
	Retained earnings			
	Total	\$	0.00	
	Less: Treasury Stock			
31.	TOTAL STOCKHOLDERS EQUITY		\$	0.00
32.	TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		\$	0.00

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made on the ____ day of ____ in the year 20 by and between, Town of Rotterdam, NY (hereinafter called OWNER) and _____. (hereinafter called the CONTRACTOR).

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

ARTICLE 1 – WORK

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

The project consists of the reconstruction of Sartoli Ave with new a water distribution system and closed drainage system. The work also includes a new drainage collection system along Kings Road from Highbridge Road to Peters Road with associated catch basins, pavement restoration and outlet detention basin.

ARTICLE 2 – ENGINEER

The Project has been designed by Greenman-Pedersen, Inc who is hereinafter called ENGINEER and who is to act as OWNERS representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.1. Construction activities shall be substantially completed by October 31st, 2024. The total active inspection duration for this project shall not exceed 90 calendar days. Substantially complete includes all drainage, water system and road work up to the binder course. The project shall be 100% within 30 calendar days from substantial completion date that includes completion of punch list items and pavement top course.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed. They also recognize delays, expense and difficulties involved in proving the actual loss suffered by the OWNER is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Liquidated Damages assessed in accordance with the current NYSDOT Standard Specifications, Section 108-03 and/or Table 108-1 "Schedule of Liquidated Damages". The Reference to the "Commissioner of Transportation" shall be read to mean OWNER.

In addition to the liquidated damages identified in Table 108-1, the CONTRACTOR shall pay OWNER \$1,000 per calendar day for engineering/inspection expenses if work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed.

ARTICLE 4 - CONTRACT PRICE

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

- 4.1. For lump sum items, payment will be based on the price bid and made in accordance with the specification. For all Unit Price items, the payment will be made based upon the bid unit price, for each separately identified unit price item, multiplied by the estimated quantity of that item as indicated in the Bid Summary Forms.

TOTAL OF BID
SHARE 1 PRICE _____ \$ _____ dollars
(Use words) *(figures)*

TOTAL OF BID
SHARE 2 PRICE _____ \$ _____ dollars
(Use words) *(figures)*

TOTAL OF ALL
UNIT PRICES _____ \$ _____ dollars
(Use words) *(figures)*

- 4.2. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER.

ARTICLE 5 – PAYMENTS

5.1. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the ENGINEER, on or about the 10th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the number of units completed.

5.1.1. As the work progresses in accordance with the contract and in a manner that is satisfactory to the Owner, the Owner hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows: The Owner shall once in each month and on such days as it may fix, determine the quantity of work completed and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the monies due as determined by the Engineer. No monthly payment shall be rendered unless the value of the work completed equals 5% of the contract amount or \$1,000, whichever is the lesser. Semi-monthly payments will NOT be rendered. The Contractor shall not hold any retainage from any Subcontractor.

5.1.2. When in the opinion of the Engineer, a Contractor has fully performed the work under the contract, the Engineer shall recommend to the Owner the acceptance of work so completed. If the Owner accepts the recommendation of the Engineer, he/she shall thereupon by letter notify the Contractor, with copies to the other interested parties, of such acceptance. Prior to the final acceptance of the work by the Owner, the contract work may be inspected, accepted and approved by other agencies and/or municipalities who will have jurisdiction of the work after final acceptance.

5.2. The final payment shall be made upon final completion and acceptance of the work by the Owner and as recommended by the Engineer.

ARTICLE 6 - INTEREST

This article does not apply under the contract.

ARTICLE 7 - CONTRACTOR REPRESENTATIONS.

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

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including Addenda listed in Article 8) and other related data identified in the Bidding Documents including “technical data.”
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and will comply with all federal, state and local Laws and Regulations that may affect, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that such reports and drawing are not Contract Documents and may not be complete for CONTRACTOR’S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations test, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or contiguous to the site or otherwise which may affect the cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions, and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, test, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of the work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to the CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

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

- 8.1. This Agreement

- 8.2. Performance, Payment and other Bonds
- 8.3. Notice to Proceed
- 8.4. All technical specification as set forth in the Table of Contents
- 8.5. Drawings bearing the following general title:
Sartoli Ave & Kings Road Drainage Improvements, and Roadway Reconstruction
Are included as part of the contract documents.
- 8.6. Addenda numbers _____ to _____, inclusive
- 8.7. CONTRACTOR's Bid Pages as set forth in the Bidders Checklist
- 8.8. Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.9. Appendix A – Additional Provisions
- 8.10. State Prevailing Wage Schedules, as applicable
- 8.11. All other documents set forth in this project manual except Supplemental Information Available to Bidders
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written Amendments and other documents amending, modifying or supplementing the Contract Documents.

ARTICLE 9 - MISCELLANEOUS.

9.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.2. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

9.3. The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and unenforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. OTHER PROVISIONS

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

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

OWNER_____

CONTRACTOR_____

By:_____

By:_____

[COPORATE SEAL]

[CORPORATE SEAL]

Attest:_____

Attest:_____

Address for giving notices

Address for giving notices

(If OWNER is a public body, attached evidence of authority to sign and resolution or other documents authorizing execution of Agreement

License No._____

Agent for services of process:_____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

ACKNOWLEDGMENT OF Town

(a)

(b) *State of New York* } ss

(c) *County of Schenectady* } ss

On thisday of, 20..... before me, the undersigned, a Notary Public in and for said State, personally appeared _____, as Supervisor of the Town of Rotterdam, New York, 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 that said _____ duly acknowledged to me that he executed the same pursuant to the power and authority vested in them by the Common Council, and that by their signature on the instrument he/she executed the instrument pursuant to the authority vested in them.

.....
Notary Public

ACKNOWLEDGMENT OF CONTRACTOR

State of }ss
County of }ss

On thisday of, 20....., before me, the undersigned, a Notary Public in and for said State personally came and appeared, 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, who, being by me duly sworn, did depose and say that he / she resides at and that he/ she is the

..... of
.....
the corporation described in and which executed the foregoing instrument; that he / she knows the seal of said corporation, that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he / she signed his / her name thereto by like order.

.....
Notary Public

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business):

OWNER (Name and Address)

CONSTRUCTION CONTRACT

Date: _____ Amount: _____

Description (Name and Location):

BOND

Date (not earlier than Construction Contract Date): _____ Amount: _____

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company

(Corp Seal)

SURETY

Company

(Corp Seal)

Signature: _____ Signature: _____

Name and Title:

Name and Title:

CONTRACTOR AS PRINCIPAL

Company

(Corp Seal)

SURETY

Company

(Corp Seal)

Signature: _____ Signature: _____

Name and Title:

Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and hold harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and provided there is not Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given to the Contractor to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amount owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any , under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract area dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions.
 - 15.1 Claimant: An individual or entity have a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which as neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)
 AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Construction Performance Bond

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date: Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Construction Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
 2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
 3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner and the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
 4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with Consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for Contract or performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
 5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
 6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract.
- To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
 8. The Surety hereby waives notice of any change, include changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal, or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by the law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
 11. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
 12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amount received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduce by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract to perform and complete or comply with other terms thereof.

SPECIAL NOTE

NYSDOL STATE PREVAILING WAGE RATES

The contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL website at www.labor.state.ny.us. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL website, navigating to the appropriate web page and entering the Prevailing Rate Case No. (PRC#). The PRC# is **2023014210**. The wage rate schedule for this project can be found at the following link: <https://applications.labor.ny.gov/wpp/showFindProject.do?method=showIt>

INCORPORATION OF NYSDOT STANDARD SPECIFICATIONS

NYSDOT STANDARD SPECIFICATIONS

- Except as modified herein, the current Edition of the Standard Specifications, Construction and Materials (Section 100 and Sections 200-700) issued by the New York State Department of Transportation, Office of Engineering, including all revisions and addenda issued by NYSDOT prior to the date the Notice to Bidders is advertised, hereinafter referred to as the NYSDOT Standard Specifications, shall govern the work to be done where referred to on the plans and in these specifications. If a conflict exists between the NYSDOT Standard Specifications and these Contract Documents, the NYSDOT Standard Specification shall govern.

BASIC MODIFICATIONS

- Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, DOT, or Director(s) of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the OWNER. This change shall be made in all of the documents pertaining to this contract.
- Unless otherwise described in the Contract Documents, neither the State of New York nor the NYSDOT are parties to this agreement.
- Where the Deputy Chief Engineer (DCE) for any department is mentioned as an approving authority, the approving authority shall be changed to the “Engineer of Record” defined as the Engineer that has signed and sealed construction plans and specifications.
- In the **Materials** subheadings of the Technical Specifications of the contract documents and the latest edition of the NYSDOT Standard Specifications, the following shall apply:
 - Any references to materials testing by the Department or its representative shall be interpreted to mean by the Contractor, the Owner or its representative. This interpretation also applies to any testing or sampling to be obtained in the presence of a Department representative.
- Any reference to NYSDOT Standard Specifications is limited in scope to technical engineering and construction work, materials, details, procedures, etc. All references to the State or the NYSDOT or administrative officers or employees thereof are null and void with respect to legal or contractual responsibilities.

Post Award Forms

CHANGE ORDER

NO. _____

PROJECT: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____

OWNER'S Contract No. _____

CONTRACTOR _____ ENGINEER Greenman-Pedersen, Inc (GPI)

You are directed to make the following changes in the Contract Documents.

Description: _____

Reason for Change Order: _____

Attachments: _____

CHANGE ORDER IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times
\$ _____	Substantial Completion: _____ (days or dates)
Net changes from previous Change Orders No. _____ to _____	Net changes from previous Change Orders No. _____ to _____
\$ _____	\$ _____ days
Contract price prior to this Change Order:	Contract Times prior to this Change Order
\$ _____	Substantial Completion: _____
Net increase (decrease) of this Change Orders	Net increase (decrease) of this Change Orders
\$ _____	_____ days
Contract price with all approved Change Orders:	Contract Times with all approved Change Orders
\$ _____	Substantial Completion: _____

This change order represents full and complete compensation for all costs relative to the change itself and all other impacts on the project. Contractor hereby acknowledges that it has considered and priced into this change order impacts beyond the scope of the individual change order and waives all claims otherwise.

RECOMMENDED:**APPROVED:****ACCEPTED:**

BY: _____ BY: _____ BY: _____
 Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Date: _____ Date: _____ Date: _____

ACCEPTED:

BY: _____
 NYSDOT (Authorized Signature)

Date: _____
 EJCDC NO. 1910-8-B (1990 Edition)
 Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America

NOTICE OF AWARD

Dated: _____, 20 ____

TO: _____

ADDRESS: _____

PROJECT: _____

OWNER'S CONTRACT NO. _____

CONTRACT FOR _____

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated _____, 20 ____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for _____

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price
of your contract is _____ Dollars (\$ _____).
(figures)

[Insert appropriate data in re Unit Prices. Change language for Cost-Plus contracts.]

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 20 ____.

1. You must deliver to the OWNER fully executed counterparts of the Agreement including all the Contract Documents. This includes the triplicate sets of Drawings. Each of the Contract Documents must bear your signature on (the cover) (every) page (pages ____).
2. You must deliver with the executed Agreement the contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 18).

3. (List other conditions precedents).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions. OWNER will return to you one fully signed counterpart of the Agreement the Contract Documents attached.

(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

COPY to ENGINEER
(Use Certified Mail.
Return Receipt Requested)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

PROJECT: _____

OWNER's CONTRACT NO. _____

CONTRACT FOR: _____

You are notified that the Contract Times under the above contract will commence to run on _____ By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and completion and readiness for final payment by _____

Before you may start any Work, you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must (add other requirements)

(OWNER)

By:

(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF AWARD

By:

(CONTRACTOR)

(AUTHORIZED SIGNATURE)

(TITLE)

Copy to ENGINEER

(DATE)

Technical Specifications

GENERAL SPECIAL NOTES
SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY
RECONSTRUCTION, AND NEW WATER SYSTEM PROJECT

A. EXISTING PRIVATE PROPERTY MARKERS:

The Contractor's attention is directed to the fact that any existing iron pins, stakes, survey monuments or other markers defining property lines which may be disturbed during construction, shall be properly tied into fixed reference points before being disturbed and accurately reestablished to their proper position upon completion of the work.

The cost of survey to tie and reestablish property marker locations shall be included in the lump sum price bid for item 625.01 – Survey Operations.

B. ITEM 625.01 – SURVEY OPERATIONS

The price bid for Item 625.01 – Survey Operations, shall include all work necessary for the survey and stakeout required for the utility relocations.

C. COORDINATION WITH EMERGENCY RESPONSE SERVICES:

The State Police, Town of Rotterdam Police Department, Schenectady County Sheriff's Department, Fire Departments and Ambulance units servicing this area shall be given a minimum of two (2) weeks advance notice of changes in all traffic patterns, including lane closures, necessary to meet construction requirements. Such other agencies including school districts, disaster relief, etc. shall be notified by published notice prior to the inception of any changes in the traffic patterns. The Contractor shall notify the Engineer in a timely manner of any changes in the traffic patterns so the Engineer can make advance notifications.

D. COORDINATION WITH OTHER CONSTRUCTION CONTRACTS

The Contractor shall be aware of any other construction contracts within the area which may be occurring along Town, County or State highways. The Engineer will maintain contact with those projects. The Engineer and Contractor shall coordinate closures between the projects. If the Engineer deems it necessary to suspend work at various times due to traffic issues the Contractor shall comply. Any cost due to work modifications shall be included in other items of work. The project include:

PIN 1758.95 – Kings Road Bridge Over CSX and Amtrack, which is anticipated to start in April 2024.

E. CONTRACTOR SUBMITTALS

The Contractor shall submit a Letter of Transmittal, which includes a uniquely identifiable transmittal number for each transmittal being sent, on all submittals to the Town's Engineer or Department of Public Works. All shop drawing transmittals shall also carry a uniquely identifiable transmittal number and letter from the Contractor.

F. MATERIAL STOCKPILES

The Contractor shall not stockpile earth or other materials in a manner conducive to erosion, or in areas likely to cause high turbidity runoff during storm events. All exposed soils shall be re-vegetated in a timely manner to further reduce potential erosion effects. If the contractor proposes to stockpile materials on public right of way, approval in writing from the municipality is required.

GENERAL SPECIAL NOTES
SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY
RECONSTRUCTION, AND NEW WATER SYSTEM PROJECT

G. MATERIAL DISPOSAL

The Contractor is advised there are no disposal sites within the project available for disposal of excess material. The Contractor shall remove all excess material from the site. Any material stockpiled awaiting disposal shall be stockpiled in upland areas and be suitably stabilized so that it cannot re-enter any waterway or wetland.

H. EROSION CONTROL DEVICES

The Contractor shall ensure that all erosion control devices, which are intended for temporary use during construction, are completely removed and properly disposed of after site stabilization has occurred. Only natural fiber materials, which will degrade over time, may be used as permanent measures, or if used temporally, may be abandoned in place.

I. ITEM 206.05 – TEST PIT EXCAVATION

Test pits shall be utilized when necessary to locate existing underground utilities. The price bid for locating existing underground utilities shall be included under Item 206.05 – Test Pit Excavation. Additional test pit may be required by AOB during construction.

J. UNPAVED/MILLED ROAD SURFACE

With respect to Town owned roads, traffic shall not be allowed to travel on an unpaved roadway surface (gravel) for more than 15 calendar days. Traffic may be run on milled surface for a maximum of 10 (Ten) consecutive weekdays excluding holidays prior to completing pavement through binder or top course. With respect to Kings Road, the county shall approve when traffic is allowed on unpaved or milled pavement.

K. ASPHALT AND FUEL PRICE ADJUSTMENTS

This project does not include asphalt and fuel price adjustments.

L. SCHENECTADY COUNTY HIGHWAY WORK PERMIT

The contractor will be responsible for obtaining a Schenectady County highway work permit for any work performed on Kings Road or work zone traffic control signs placed along Kings Road. No site intrusion, occupancy, preparation, or construction shall commence within the Schenectady County R.O.W. until a valid Highway Work Permit has been approved. Construction as-built drawings will be required as part of the Schenectady County highway work permit requirements.

No additional payment will be made to the Contractor for all permits and licenses of a temporary or permanent nature.

M. WATER DISTRICT 5 FIRE HYDRANTS

The contractor shall comply with the Town of Rotterdam Water District 5 Fire Hydrant specification included in the special specification section of this project manual.

SPECIAL NOTES
QUALITY ASSURANCE

1. The contractor understands and agrees the inspection and approval of materials to be used on this project will be performed by a representative of the Town of Rotterdam.
2. When the contractor receives direction from a representative of the Town regarding the approval/rejection of materials, the contractor understands the decision is final and will accept it as such.
3. The contractor will not allow off-site materials subject to the inspection and approval of a Town representative to be shipped to the project site prior to receiving authorization from a representative of the Town.
4. As soon after award as practicable, and prior to the pre-construction conference, the contractor shall provide the following information to the Town.
 - A. The name and address of each manufacturer of all materials and portions thereof requiring off-site quality assurance in accordance with NYSDOT's specifications to be used in this project.
 - B. The name and address of each fabricator for any materials that require fabrication.
5. The contractor agrees that it and its subcontractors and suppliers will only acquire materials for this project through NYSDOT-approved manufacturing, batching and fabrication facilities.

RIGHT-OF-WAY NOTES

- A. ALL WORK TO BE PERFORMED UNDER THIS CONTRACT WILL BE WITHIN THE PUBLIC RIGHT-OF-WAY (ROW) IN ACCORDANCE WITH SECTION 105-15 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR IS TO ASSURE HIMSELF THAT ALL WORK IS BEING PERFORMED WITHIN THE ROW, INCLUDING BUT NOT LIMITED TO VEHICLE ACCESS; STORAGE OF EQUIPMENT, MATERIALS, DEBRIS AND WASTE; LANDSCAPING; VEGETATION REMOVAL AND MANAGEMENT; GRADING, SEEDING AND THE INSTALLATION OF TURF; AND THE INSTALLATION OF ANY FENCES OR PROTECTIVE BARRIER.
- B. IF CONTRACTOR IS UNABLE TO IDENTIFY THE LIMITS OF THE RIGHTS-OF-WAY WHEN THE CONTRACT CALLS FOR WORK IN THOSE VICINITIES, THE CONTRACTOR MUST CONTACT THE PROJECT ENGINEER FOR DEFINITIVE BOUNDARY DETERMINATIONS BEFORE ANY WORK MAY BE INITIATED AT THOSE LOCATIONS (STANDARD SPECIFICATIONS SECTIONS 105-10 AND 625).
- C. IN ACCORDANCE WITH SECTION 107-13 OF THE STANDARD SPECIFICATIONS, RELEASES FOR ANY NON-ESSENTIAL CONTRACT WORK OUTSIDE OF THE EXISTING RIGHTS-OF-WAY, INCLUDING PLANTINGS, LANDSCAPING OR DRIVEWAY ENHANCEMENT, WILL BE PROVIDED BY THE PROJECT ENGINEER AND IN NO INSTANCE ARE TO BE SECURED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT INVADE UPON PRIVATE PROPERTIES, LANDS OR BUILDINGS OUTSIDE OF THE RIGHTS-OF-WAY FOR ANY REASON WITHOUT FIRST SECURING WRITTEN PERMISSION FROM THE PROPERTY OWNER (STANDARD SPECIFICATIONS SECTIONS 105-15, 107-13).
- D. THE CONTRACTOR WILL BE HELD LIABLE FOR ANY DAMAGES DONE. ANY SUCH INJURIES OR DAMAGES SHALL BE SATISFACTORILY REPAIRED OR ITEMS REPLACED AT THE CONTRACTOR'S EXPENSE (STANDARD SPECIFICATIONS SECTION 107-08 AND 107-13).

SPECIAL NOTE
EMERGENCY CONTACTS

The Contractor shall employ, for the duration of the Contract a telephone answering service to meet the requirements stated in Section 107-05 of the Standard Specifications.

The answering service shall be equipped to receive calls on a 24-hour basis and promptly contact Contractor personnel with the authority and capacity to mobilize forces to respond to an emergency.

The following action shall be taken after an emergency call is received.

A. During Normal Work Hours:

1. The Contractor's responsible person shall respond to the person or agency that initiated the call within 30 minutes from the time the answering service received the call.
2. Immediately following the return call to the initiator, he should contact the Engineer advising of the situation and what action he plans to take. If the Engineer is not reachable at the Project Field Office, he should leave a message on the Engineer's answering machine and contact the Town of Rotterdam's Highway Department at (518) 355-7722 and the Public Works Department at (518) 355-7575 with the same information.
3. The Contractor shall respond to the emergency and make the follow-up confirmatory calls as directed by the Engineer or the Town of Rotterdam's Highway and Public Works Department.

B. During Non-Working Hours:

1. The Contractor's responsible person shall respond to the person or agency that initiated the call within 30 minutes from the time his answering service received the call. If the call initiated from a person or agency other than the Town of Rotterdam's Highway Department, the contractor shall immediately notify the Engineer of the situation and the action planned by contacting Greenman-Pedersen, Inc. at (518) 898-9551 and leaving a message.
2. If work is required at the project site, the Contractor's responsible person shall be at the site within one hour from the time of the initiator's original call.
3. Follow-up call within two hours of the original call shall be made to the original caller, the Town of Rotterdam's Highway and Public Works Department and to Greenman-Pedersen, Inc. advising the status of the emergency and the actions taken.

SPECIAL SPECIFICATIONS:

The following items are special specifications:

SPECIAL SPECIFICATIONS	
ITEM NUMBER	DESCRIPTION
555.10000006	ABANDON EXISTING CULVERT
604.07260011	CONNECTION TO EXISTING DRAINAGE FACILITIES
604.13000011	ABANDONING DRAINAGE STRUCTURES
607.96000008	REMOVE AND DISPOSE OF EXISTING FENCE
608.13000008	FURNISH AND INSTALL GRASS PAVERS
610.16010020	TURF ESTABLISHMENT-PERFORMANCE
627.50140008	CUTTING PAVEMENT
	WATER DISTRICT 5 FIRE HYDRANTS

A Copy of the special specifications is provided herein.

ITEM 555.10000006 - ABANDON EXISTING CULVERT

DESCRIPTION: This work shall consist of the abandonment and filling of existing culverts that are not removed under excavation items.

MATERIALS: Fill for abandoned culverts shall be a flowable mixture of sand, cement, fly ash, and water, with a 28 day compressive strength of 50 to 100 psi. Mix design shall be submitted to the Engineer for approval.

CONSTRUCTION DETAILS: Prior to filling operations, the Contractor shall remove and dispose of the existing end sections and clean the culvert of any materials that will restrict the flow of the fill material A.D.B.E.

Filling shall begin at the upstream location of the existing culvert to be abandoned.

Provide temporary bulkheads with air vents at the upstream and downstream ends of the culvert to be abandoned.

METHOD OF MEASUREMENT: The work of this item will be measured as the cubic yards of fill material placed within the culvert to be abandoned, based on Engineer approved batch delivery tickets. This quantity shall not exceed the theoretical interior volume of the culvert being abandoned.

BASIS OF PAYMENT: The unit price bid per cubic yard shall include all labor, material, and equipment necessary to complete the work. The cost of removing and disposing of the existing end sections, cleaning the culvert, any required excavation, sheeting, fill and applying water for compaction shall be included in the price bid for this item.

ITEM 604.07260011 – CONNECTION TO EXISTING DRAINAGE FACILITIES

Description:

Under this item, the Contractor shall remove portions of existing drainage facilities and connect new drainage facilities thereto at the locations shown on the plans as ordered by the Engineer.

Materials:

Concrete	Class A Section 501
Concrete Grouting Material	Section 701-05
Bar Reinforcement	Grade 60 Section 709-01

Construction Details:

The work under this item provides for connecting new pipe lines to existing pipe lines or structures. The Contractor shall maintain the existing pipe lines and structures in continuous service as required and/or directed by the Engineer.

The Contractor shall perform all excavation and backfill and dispose of all excess materials as required to complete the work. Backfilling shall be compacted in conformance with Section 203 of the Standard Specifications.

When connecting to the existing pipe line or structures, the existing facility shall be broken into and reinforcement cut back only as needed to accommodate the new pipe as indicated on the plans. The new pipe shall be set to required grade and the existing pipe wall shall be repaired and patched as required to provide a secure and waterproof connection. Ends of the new pipe projecting into the existing drainage facility shall be neatly cut off and trimmed flush with the inside face of the structure.

Method of Measurement:

The quantity to be paid for shall be the actual number of connections made in conformance with the plans and specifications and the orders of the Engineer.

Basis of Payment:

Payment will be made at the unit price bid for each connection which shall include the cost of all materials, labor and equipment necessary to complete the work except excavation and backfill which will be paid under Trench and Culvert Excavation Item 206.02 and the new pipe which shall be paid under the appropriate pipe item.

ITEM 604.13000011 – ABANDONING DRAINAGE STRUCTURES

DESCRIPTION

Under this item, the Contractor shall do all the work and furnish all materials necessary to abandon the drainage structures indicated on the plans.

The work shall include, but not be limited to; demolishing walls to the required depth, plugging pipes, breaking up bottom slabs, disposal of demolished material, filling openings, salvaging and delivering castings to a designated location, installing pavement, curb, sidewalk and lawn as required to replace damaged areas and areas previously occupied by the removed castings in accordance with the plans, specifications and directions of the Engineer.

MATERIALS

All materials shall be in accordance with NYSDOT Standard Specifications.

Subsections 704-01, 704-02, 705-21 and Subsection 203-2.02C of the Standard Specifications apply.

CONSTRUCTION DETAILS

The Contractor shall remove and salvage the castings from the drainage structures to be abandoned and shall deliver them to a designated location to be temporarily stored for ultimate use elsewhere on the project, disposed of off the work site, or pick up by others, as ordered by the Engineer.

The Contractor shall be responsible for carefully removing, loading, transporting and unloading the salvaged castings. Damage caused by the Contractor's negligence in handling the salvaged castings will be at the Contractor's expense. The ends of pipes within the drainage structure shall be totally plugged at locations indicated on the plans in a manner approved by the Engineer.

Drainage structures to be abandoned shall be demolished to a depth of at least 2 feet below the subgrade elevation and the demolished material shall be removed for disposal in accordance with the provisions of Subsection 203-3.08, "Disposal of Surplus Excavated Materials". The bottom slab shall be broken up in such a manner as to prevent water from being trapped. The cavity within the drainage structure shall be filled solidly with select granular fill in accordance with the provisions of Subsection 203-3.12, "Compaction".

Any pavement courses, subcourses, curbs, sidewalks and lawns removed or damaged during the work of abandoning drainage structures shall be replaced in kind; areas previously occupied by the removed castings shall be restored with pavement, sidewalk, curbs and lawns as required, similar to those adjacent to them as directed by the Engineer.

ITEM 604.13000011 – ABANDONING DRAINAGE STRUCTURES

METHOD OF MEASUREMENT

This work shall be measured by the number of drainage structures abandoned.

BASIS OF PAYMENT

The price bid shall include the cost of all labor, materials and equipment necessary to complete the work satisfactorily.

ITEM 607.96000008 - REMOVE AND DISPOSE OF EXISTING FENCE

DESCRIPTION:

The contractor shall remove existing fence in accordance with the plans, specifications and directions of the Engineer. All references to "fencing" shall include existing gates, if any to be removed.

MATERIALS:

Materials needed for modifying end sections shall conform to the requirements of Section 710 of the Standard Specifications or shall conform to the material requirements of the existing fence, as directed by the Engineer.

Concrete for footings shall conform to Section 607-2.01 of the Standard Specifications.

CONSTRUCTION DETAILS:

The contractor shall remove and dispose of the existing fence to a point shown on the plans or where directed by the Engineer. If a portion of the existing fence is to remain, the remaining end section shall be modified to adequately secure the fencing. This modified section shall include all hardware necessary to secure the fencing in a manner similar to the existing end section or as directed by the Engineer. Parts salvaged from the removed portion, acceptable to the Engineer, may be reused in the end section.

All work shall be done in a workmanlike manner with care taken not to disturb the surrounding area or existing fence to remain. Any damage to the area or existing fence to remain caused by the contractor's operations shall be repaired to the original condition at no expense to the state. Any concrete post footings shall be either broken up and removed or removed in one piece as determined by the contractor and approved by the Engineer. All post holes shall be filled to meet existing grade. All excavation and backfill shall conform to Section 203 "Excavation and Embankment".

METHOD OF MEASUREMENT:

This work will be measured as the number of feet of fence removed in accordance with the plans or as directed by the Engineer. An additional 10 foot allowance will be paid for each end section modified to secure the remaining fence.

BASIS OF PAYMENT:

The unit price bid shall include the cost of all labor, equipment and materials necessary to complete the work, including the cost of any fill required to fill the post holes.

ITEM 608.13000008 – FURNISH AND INSTALL GRASS PAVERS

DESCRIPTION:

This work shall consist of furnishing and installing a grass paver area on a prepared base in accordance with the details shown in the contract documents or as established by the Engineer.

MATERIALS:

Grass Paver:

The contractor is directed to use either a precast concrete grass paver or an approved equal made of plastic products (see list of manufacturers).

List of Manufacturers for Plastic Product Grass Pavers:

NDS Inc.

851 North Harvard Ave, Lindsay, CA 92347, (559-562-9888)

PERMATURF CO. INC.

13 Dow Road, Bow, New Hampshire 03304, (800-498-4116)

GRASSPAVE INVISIBLE STRUCTURES, INC.

20100 E. 35th Drive, Aurora, CO 80011, (303-373-1234)

Materials shall meet the requirements specified in the following subsections of section 700-Materials:

Cushion Sand	703-06
Precast Concrete Pavers	704-13
Topsoil	713-01
Seed	713-04

Cushion sand setting bed shall consist of hard, durable, uncoated particles of soil or rock, free from lumps of clay and all deleterious substances.

The cushion sand setting bed materials shall meet the following gradation requirements and shall be approved by the Regional Geotechnical Engineer.

<u>SIEVE SIZE</u>	<u>PERCENT PASSING BY WEIGHT</u>
1 / 4"	100
No. 10	50-85
No.40	20-45
No. 200	3-10

ITEM 608.13000008 - FURNISH AND INSTALL GRASS PAVERS

Seed mixture shall meet the following

<u>NAME</u>	<u>VARIETY</u>	<u>WT. OF PURE LIVE SEED 1000/SF</u>
Red Fescue (Festuca rubra)	Commercial	1.2 lbs
Perennial Ryegrass (Lolium perenne)	Commercial	.7 lbs
Kentucky Blue (Poa pratensis)	Commercial	.8lbs
	Max. 25% hard seed	Total: 2.7 lbs

CONSTRUCTION DETAILS:

The pavers shall be laid on a prepared 2" cushion sand setting bed to the grade and slope shown on the plans or as directed by the Engineer, placed over a prepared sub-grade, and laid per manufacturer's specifications. After pavers have been set, topsoil shall be swept into the voids and seeded. The contractor shall protect the area until a reasonable stand of grass has been established as determined by the Engineer. Any damage caused by the contractor's operations to the adjacent areas shall be repaired by the contractor at no expense to the State. Where substantial tree roots are encountered, setting the line and grade shall be adjusted as necessary to assure preservation of the tree roots as approved by the Engineer. Where necessary, material conforming to the subbase specification shall be utilized to perform such adjustment.

METHOD OF MEASUREMENT:

This work will be measured as the number of square yards of pavers furnished and installed.

BASIS OF PAYMENT:

The unit price bid, per square yard, shall include the cost of furnishing all labor, materials and equipment necessary to complete the work, including setting bed material and seed. Necessary excavation and subbase course material will be paid for separately under their appropriate items.

ITEM 610.16010020 – TURF ESTABLISHMENT - PERFORMANCE

DESCRIPTION.

The work shall consist of ground preparation and turf establishment in accordance with the contract documents and as directed by the Engineer.

Ground preparation includes preparing the subsoil and furnishing and installing topsoil. Turf establishment includes furnishing and installing seeds, mulch, mulch anchorage, straw, applying water sufficient for seed germination and plant establishment, weed removal and mowing.

MATERIALS.

Topsoil

Topsoil may be naturally occurring or may be manufactured. If naturally occurring topsoil exists on the site, it shall be the surface layer of soil at a depth specified in the contract documents or approved by the Engineer. Manufactured topsoil is a mixture of materials comprised of a mineral (soil) component that by itself does not exhibit the properties and characteristics of topsoil and an organic material component. Manufactured topsoil shall have a pH, organic matter content, and USDA soil class texture, similar to naturally-occurring soils in the project area.

Topsoil shall be free from refuse, material toxic or otherwise deleterious to plant growth, subsoil, sod clumps or other viable propagules of invasive plants, woody vegetation and stumps, roots, brush, refuse, stones, clay lumps or similar objects. Construction and demolition debris as classified under 6 NYCRR Part 360, other than uncontaminated land clearing debris, shall not be used to manufacture or amend topsoil. Sod and herbaceous growth such as grass and non-invasive weeds need not be removed but shall be thoroughly broken up and mixed with the soil during handling and manufacturing operations.

Seeds

Seeds shall meet the requirements of §713-04.

Mulch

Mulch shall meet the requirements of §713-11.

Mulch Anchorage

Mulch anchorage shall meet the requirements of §713-12.

Straw

Straw shall meet the requirements of §713-19.

Water

Water shall meet the requirements of §712-01.

CONSTRUCTION DETAILS.

Topsoil

The subsoil within the areas to be covered by topsoil shall be graded so that the completed work after the topsoil is placed shall conform to the specified lines and grades. The Contractor shall scarify or till the surface of the subsoil to a depth of 6 inches before the topsoil is placed to permit bonding the topsoil with the subsoil. Tillage by disking, harrowing, raking or other approved methods shall be accomplished in such a manner that depressions and ridges formed by tillage shall be parallel to the contours.

ITEM 610.16010020 – TURF ESTABLISHMENT - PERFORMANCE

Topsoil in an unworkable condition due to excessive moisture, frost, or other conditions shall not be placed until its consistency is workable for spreading. Topsoil shall be placed on the designated area and spread to the depth specified in the contract documents or a minimum of 4 inches for turf areas. The finished surface shall be maintained for subsequent seeding.

Roots and top growth of non-native weeds that emerge from topsoil after placement shall be eradicated and disposed of immediately upon emergence.

Turf Establishment

The Contractor shall coordinate establishment of turf with other site and construction activities.

The Contractor shall clean all equipment involved in turf establishment to remove plants, seeds and propagules prior to commencement of work. Any work to clean equipment shall be at no additional cost to the State.

The Contractor shall apply the seed mix at a suitable rate to achieve the required germination and establishment. Any method of sowing that does not injure the seeds and achieves even coverage in the process of spreading will be acceptable.

The Contractor shall perform the initial watering and shall spread straw uniformly in a continuous blanket to hide the soil from view. Mulch anchorage shall be applied.

The Contractor shall water, weed, and mow the turf establishment areas for the duration of the contract. Any work required to correct initial seeding (installation) shall be done at no additional cost to the State.

Water

The Contractor shall provide water without damage to turf and mulch. Damage resulting from watering operations shall be repaired at no additional cost to the State.

Weed Removal

The Contractor shall remove and dispose of weeds including roots prior to flowering and seed formation by manual, chemical or mechanical means. Any method of weed removal that leaves live roots in the soil will not be permitted. Application of chemicals for weed removal must follow all applicable New York State laws, including but not limited to ECL §33. An appropriately licensed applicator is required for chemical weed control methods. The Contractor shall ensure the preservation of desirable vegetation. Treatment and removal of invasive species will be paid for separately.

Mowing

The Contractor shall be responsible, prior to each mowing, for the removal and disposal of any debris and litter which has accumulated since the last mowing. Care shall be taken to avoid damage to existing plant materials.

The Contractor shall mow all turf establishment areas to a height of 3 inches after initial growth reaches 5 inches, and then mowed to a height of 3 inches whenever a height of 5 inches is reached thereafter for the duration of the contract. Clippings shall be mulched in place.

ITEM 610.16010020 – TURF ESTABLISHMENT - PERFORMANCE

BASIS FOR ACCEPTANCE.

Areas will be accepted when:

- At least 80 percent of the ground surface is covered uniformly with established permanent turf grass species;
- Turf grass shall be an average minimum height of 5 inches; and
- Turf grass shall exhibit healthy green color.

METHOD OF MEASUREMENT.

The quantity to be measured for payment will be in square yards on slope to the nearest whole square yard of turf established and accepted.

BASIS OF PAYMENT.

The unit price bid shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work, including the handling, storing, stockpiling and placement of topsoil, seed, mulch, mulch anchorage, straw, water, weed removal and mowing.

40% of the bid price will be paid when seed and mulch are in place. Remaining 60% will be paid after turf establishment is accepted.

Payment will be made under:

Item No.	Item	Pay Unit
610.16010020	Turf Establishment - Performance	Square Yards

DESCRIPTION:

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

BASIS OF PAYMENT:

The unit price bid per linear foot of pavement cutting shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.

WATER DISTRICT 5 FIRE HYDRANTS

A. GENERAL REQUIREMENTS

1. All work shall be in accordance with this specification and construction documents unless otherwise noted and approved by the Town.
2. All permits and approvals not obtained by the Town and needed for the installation of hydrants and appurtenances shall be obtained by the contractor prior to the installation.
3. All hydrants shall be constructed of ductile iron Class 52 Pipe, double cement lined, push on joint and meet American Water Works Association (AWWA C-502) standards and American National Standards Institute (ANSI) specifications. The hydrants shall be certified as complying with NSF/ANSI/CAN 61 and NSF/ANSI/CAN 372, be UL Listed and FM approved.
4. Hydrants shall be designed for 250 PSI working pressure.
5. Hydrants shall include bonnet, upper barrel, lower barrel, and shoe with all internal operating parts. Hydrants shall be dry-barrel, traffic type, incorporating a frangible connection on the hydrant barrel or at the groundline joint and on the operating rod. All hydrants shall have a 5-1/4 inch diameter main valve opening with 6-inch mechanical joint bottom and be equipped with one 4-inch pump nozzle with Stortz connection and two 2-1/2 inch hose nozzles, National Standard Thread (NST). Non-operational hydrants shall be bagged or covered, in a manner acceptable to the Engineer, until they are tested and placed in service.
6. The outside of the hydrant upper barrel shall be prime coated with an epoxy and finish coated with a two-part polyurethane topcoat and the color shall be safety yellow. If the paint becomes damaged in any manner during installation, the contractor and/or developer shall completely repaint the hydrant the same color as the original shop painting.
7. Hydrants shall have a 6-inch minimum mechanical joint and a 5-inch minimum main valve opening.
8. Hydrants shall be furnished with a barrel length of 6 feet – 6 inches minimum from the ground line to the bottom of the 6-inch connection.
9. All bolts and fasteners shall be stainless steel.
10. Hydrants shall open turning to the right with National Standard 2-inch 5-sided operating nut.
11. All hydrants shall have an approved "O-Ring" seal around the operating stem and shall be of the so-called "Traffic Type" which will break at a pre-determined location.
12. All fittings shall be restrained.
13. Three bronze wedges on all joints.
14. Provide resilient wedge gate valves, non-rising stem, open right (Mueller or Kennedy).
15. The Town Department of Public Works and local fire department shall be notified by the Contractor a minimum of forty-eight (48) hours prior to interruption of service to any existing hydrant and within twenty-four (24) hours after a hydrant is placed into service.
16. Hydrants to be supplied with a 2-D bar code, or similar, capable of allowing a seamless enrollment of the manufacturing attributes and hydrant location into a cloud-based GIS application.
17. The hydrants shall be in a manner to provide complete accessibility, and in such a manner that the possibility of damage from vehicles, snowplows and snowblowers or injury to pedestrians will be minimized.
18. Hydrants will be installed on the same side of the street as the main.

19. If a shutdown of any portion of a water system is needed for installation of the hydrants or make connections, the Contractor shall give the Town a minimum of forty-eight (48) hour notice. A shutdown of service cannot be performed prior to approval by the Town.
20. Refer to the Standard Hydrant Details for additional specifications and information (To Be Developed).

B. EXCAVATION AND BACKFILL

1. All excavated material shall be considered as unsuitable for backfill unless otherwise approved by the Town. The limits of excavation shall be only what is needed to install the hydrant.
2. Select Granular fill shall be installed for backfill meeting the requirements of Section 203 of the New York State Department of Transportation (NYSDOT) Standard Specifications.
3. During excavation, if any hazardous materials or soil contamination is found, the contractor shall immediately contact the Town to investigate the findings. All work shall cease until appropriate measures are taken to remove the hazardous or contaminated materials.
4. Any rock or boulders located within 6 inches from the hydrant shall be removed and excavation shall be backfilled with select granular material.
5. The hydrant shall be buried a minimum of 5 feet measured from the top of the water main unless otherwise approved by the Town.

C. INSTALLATION

1. Hydrants shall be installed as per the manufacturer's recommendation and be set plumb at the locations shown on the plans. The ground line marked on the hydrant or identified by the manufacturer using an offset from a point on the hydrant, shall be within 1 inch above or below finished grade. The hydrant shall be installed so that no portion of the lower barrel extends more than 4 inches above grade. The measurement will be taken over a 5 feet horizontal span when a change in grade occurs within 5 feet of the hydrant.
2. Hydrants drainage material shall be crushed gravel meeting the NYSDOT Standard Specifications section 703-02, Table 703-4, Size Designation 1 or 2, and be placed around the hydrant at the drip location (1/4 cubic yard minimum) to drain the barrel, unless otherwise noted in the contract documents. Hydrant barrels shall be rotated so that the steamer nozzle is facing the roadway, unless otherwise noted in the contract documents.
3. Unless otherwise directed by the Town, thrust block shall be provided as per the Standard Hydrant Detail. All concrete thrust blocks shall meet the requirements of Class A Concrete and not contain fly ash.
4. Hydrant fenders where needed shall be installed as shown in the contract documents.

D. TESTING AND DISINFECTION

1. Hydrostatic pressure and leakage tests shall be performed in accordance with AWWA C600. The testing shall include any filling points, sampling points or other appurtenances required to conduct the tests. The total leakage per day shall not exceed the amounts allowable under AWWA

C600. The hydrant shall be subjected to the pressure/leakage test with water under a hydrostatic pressure of 500 psi for a minimum of two (2) hours.

2. Upon completion of all installation of hydrants and other appurtenances, the system shall be flushed, disinfected and tested for bacteriological quality in accordance with AWWA C651. Tablets shall not be used for chlorination.
3. A Hydrant Flow Test Report shall be completed and provided to the Town for review and approval.

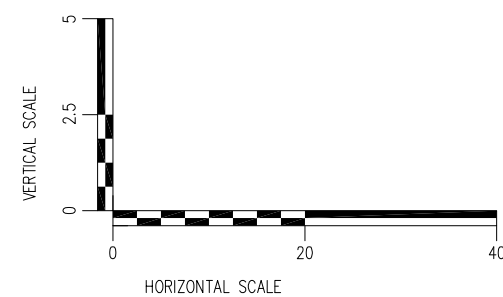
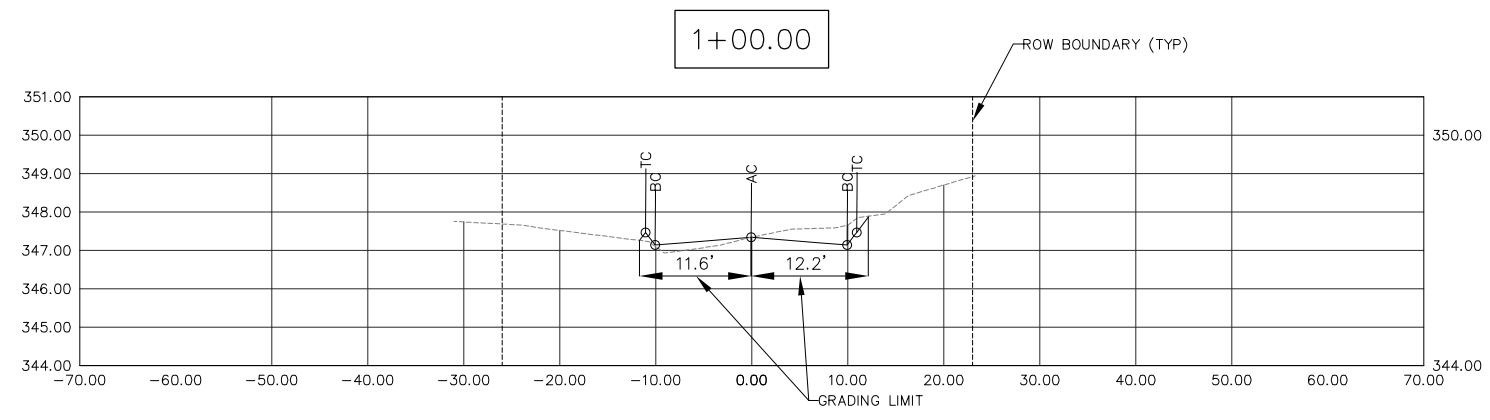
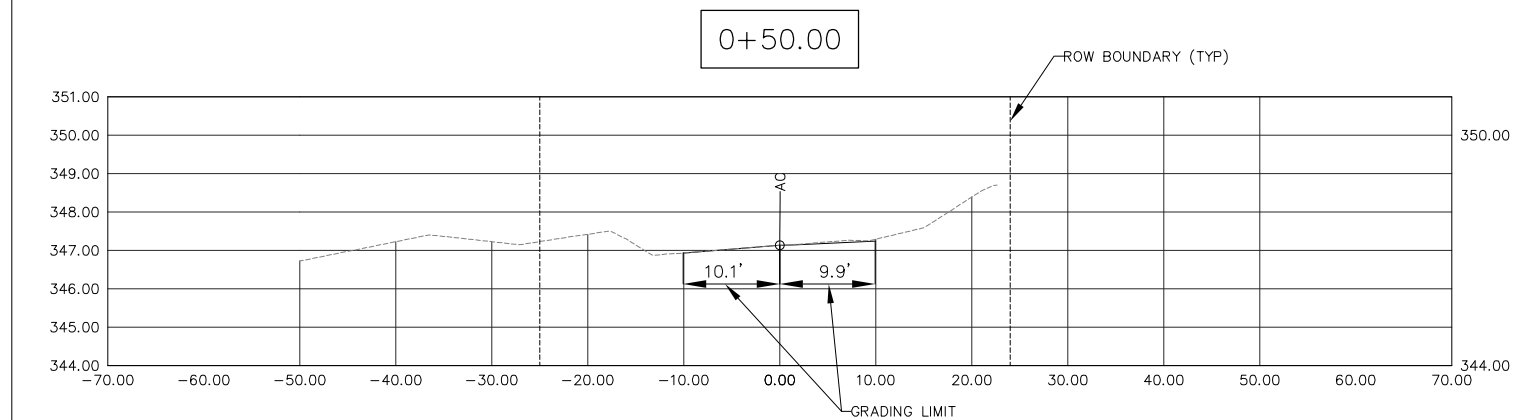
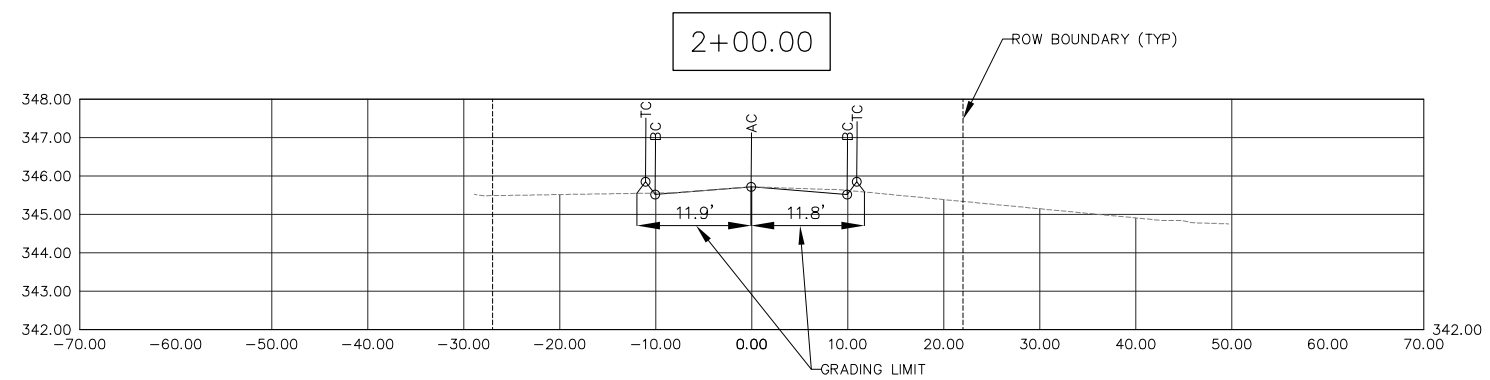
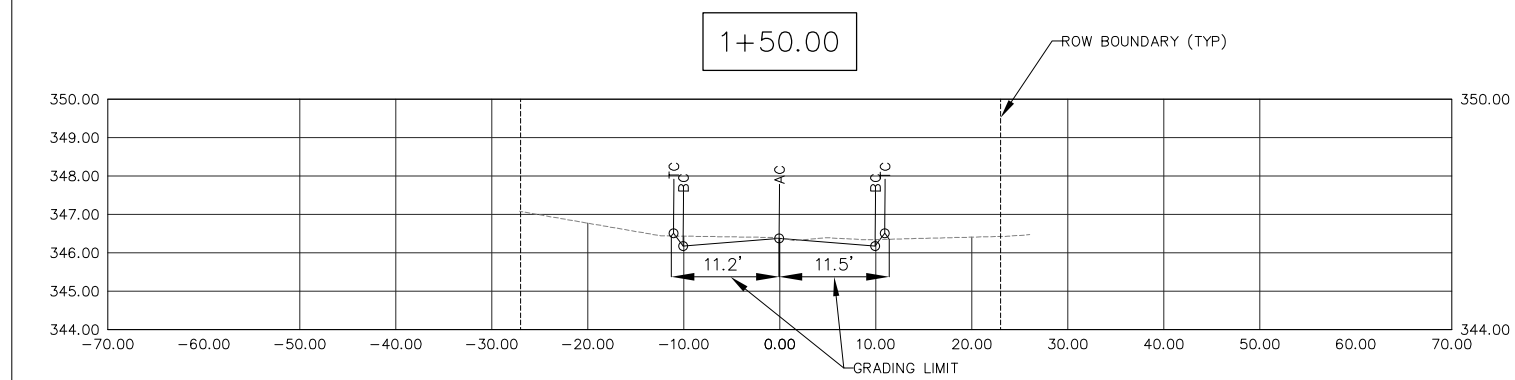
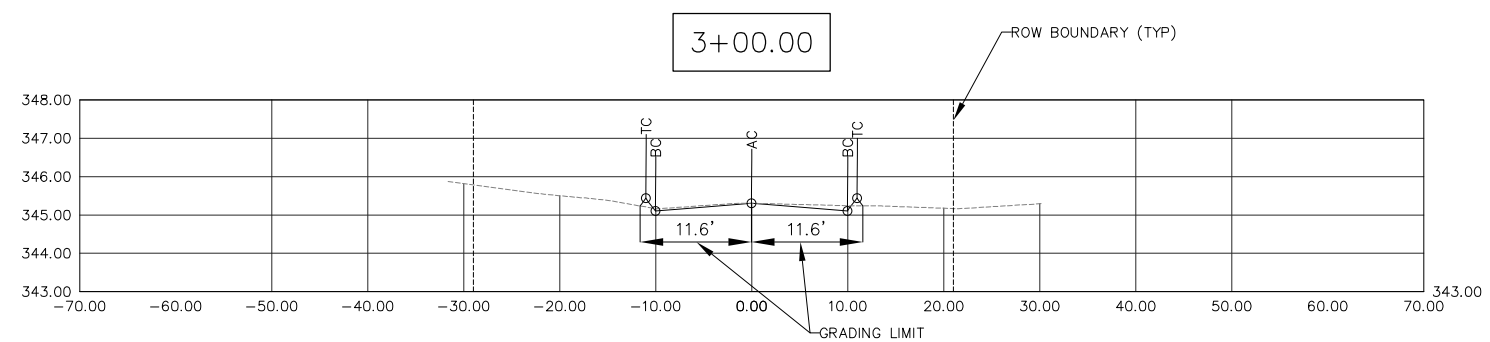
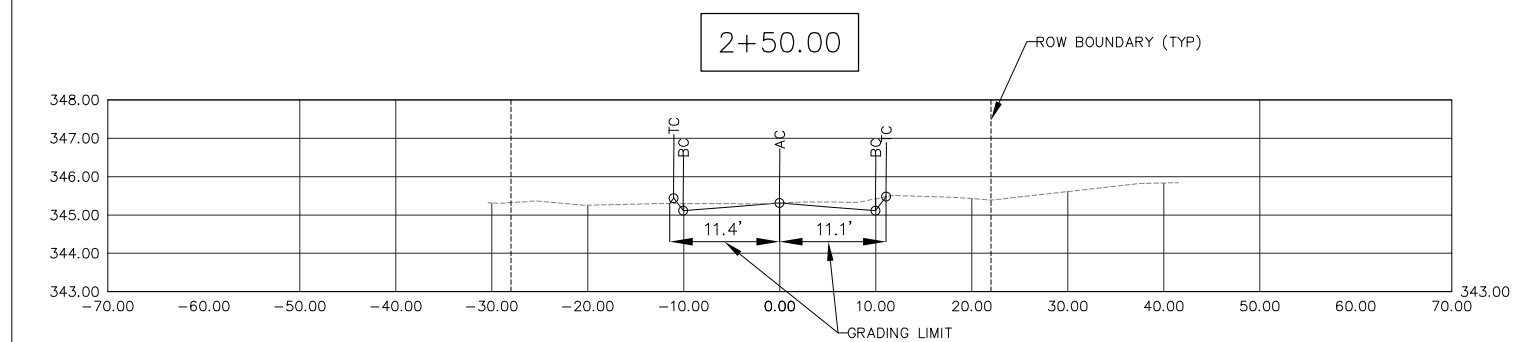
E. BASIS OF ACCEPTANCE

1. Hydrants shall be manufactured by Waterous Pacer, Model WB-67-250 Traffic or approved equal.
2. The Contractor shall provide manufacturer's cut sheets and material certification to the Town for review and approval to determine the hydrants conformance to this specification prior to installation.

Supplemental Information

HORIZONTAL CONTROL TABLE				
H.C.L. POINT	H.C.L. STATION	COORDINATES		DESCRIPTION
		NORTH	EAST	
TEMPEL LANE				
P.O.B.	0+00	1433689.082	649324.097	BEGIN ALIGNMENT
P.C.	0+15.82'	1433683.311	649338.832	P.C. CURVE 1
P.I.	0+31.11'	1433677.555	649353.525	P.I. CURVE 1
				(R = 50.00)
P.T.	0+46.40'	1433681.278	649368.861	P.T. CURVE 1
P.O.E.	5+72.67'	1433800.169	649881.530	END ALIGNMENT

Apr 07,2023
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11x17 PLOT SHEET



GPI

Engineering
Design
Planning
Construction Management

518.453.9431

GPINET.COM

Greenman-Pedersen, Inc.

80 Wolf Road, Suite 300
Albany, NY 12205

PREPARED FOR:

TOWN OF ROTTERDAM
1100 SUNRISE BLVD.
ROTTERDAM, NY

PROJECT:

SARTOLI AVE & KINGS ROAD
DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION
AND NEW WATER SYSTEM

ISSUED FOR PERMIT REVIEW ONLY. THESE
DRAWINGS ARE IN SUBSTANTIAL
CONFORMANCE WITH THE BUILDING CODE.

THE ALTERATION OF THIS DOCUMENT IN
ANY WAY, UNLESS UNDER THE
DIRECTION OF A PROFESSIONAL
ENGINEER, IS A VIOLATION OF THE NEW
YORK STATE EDUCATION LAW.

DATE:
03/30/2023

SCALE:
AS NOTED

GPI PROJECT/CONTRACT NO.
ALB-2019118.00

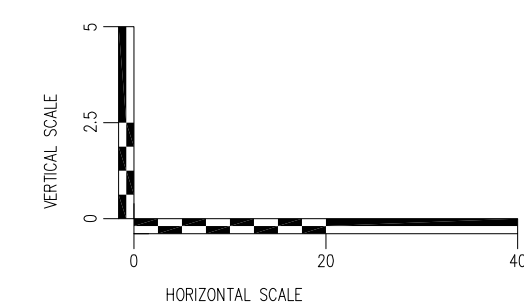
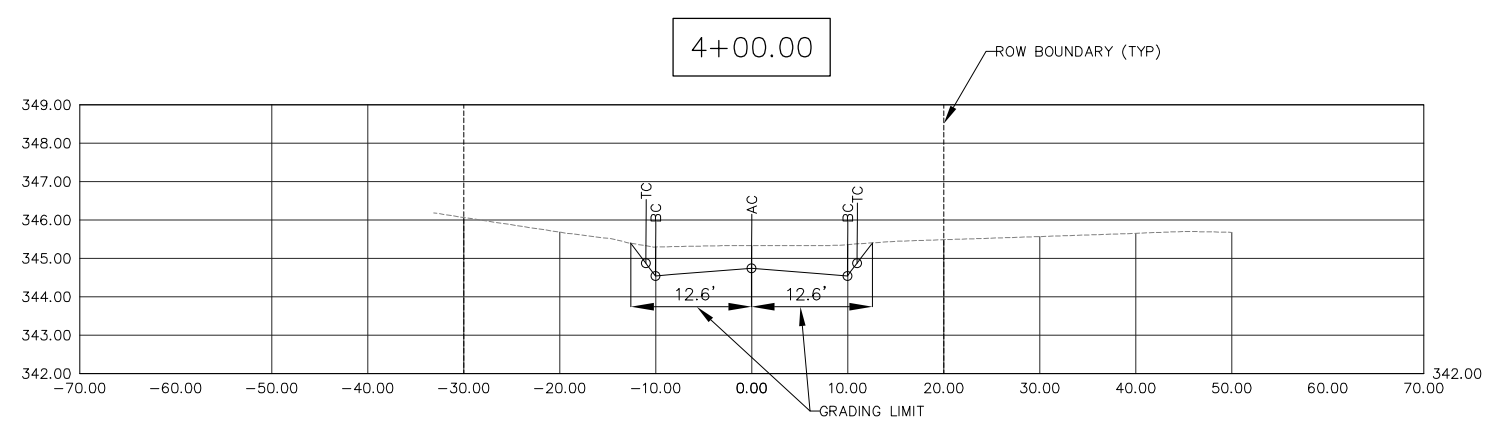
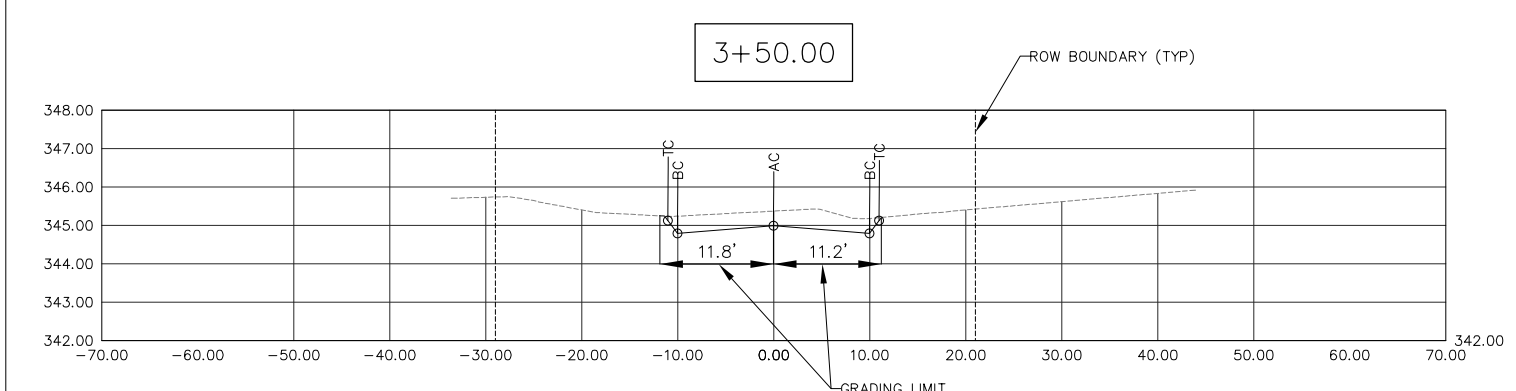
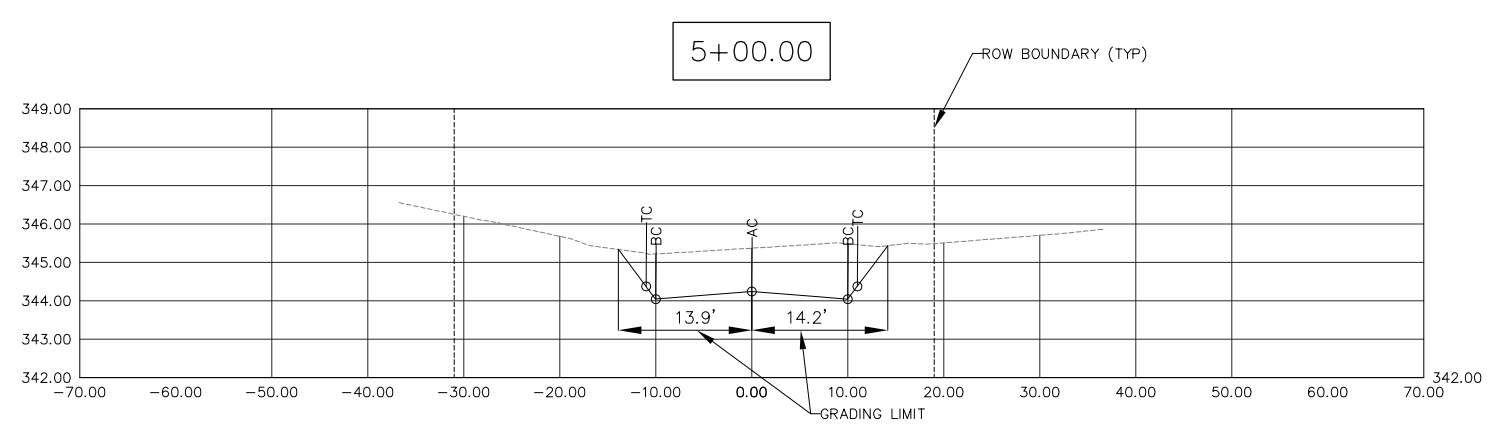
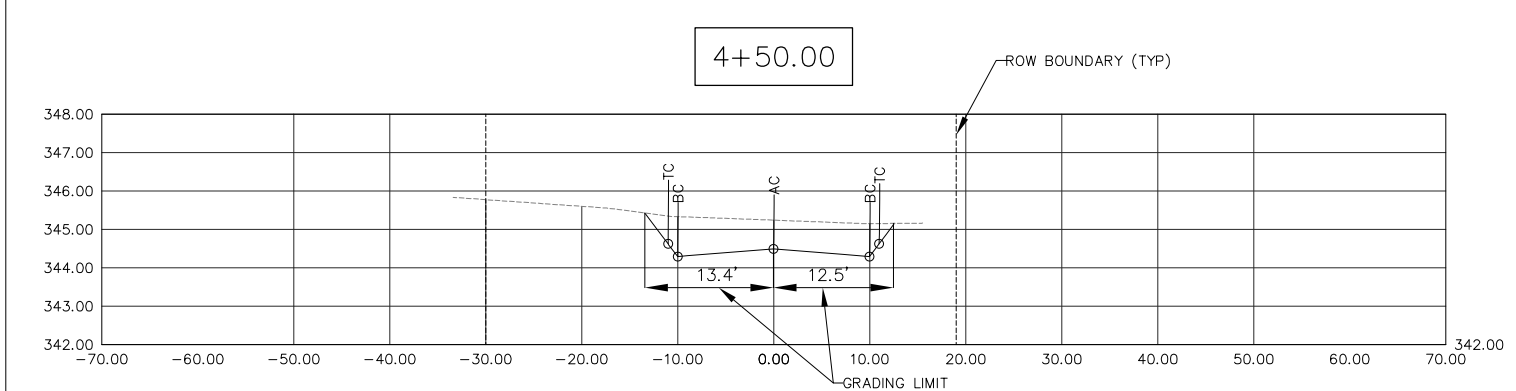
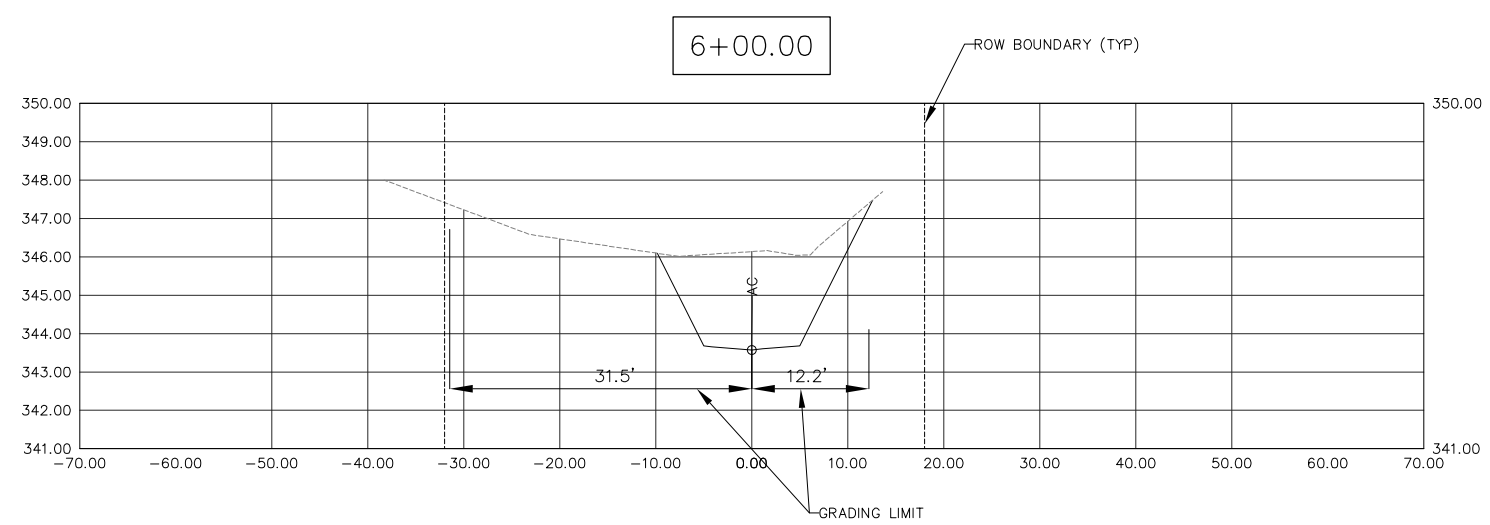
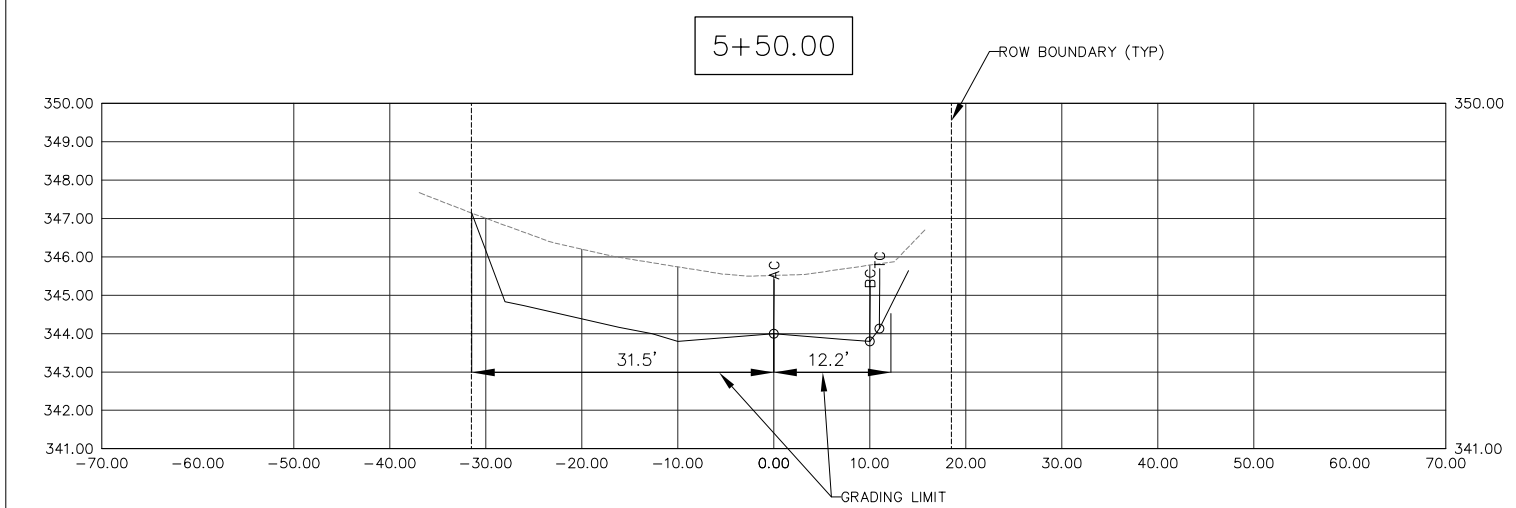
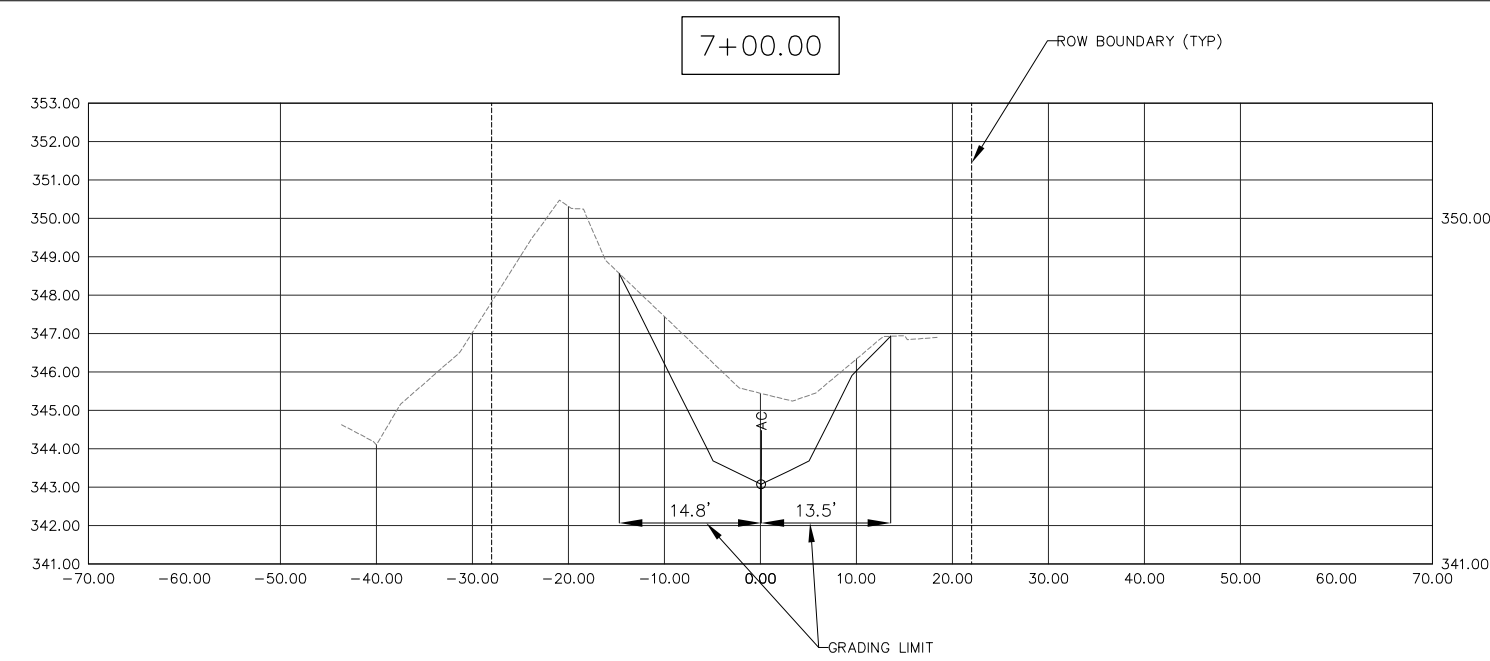
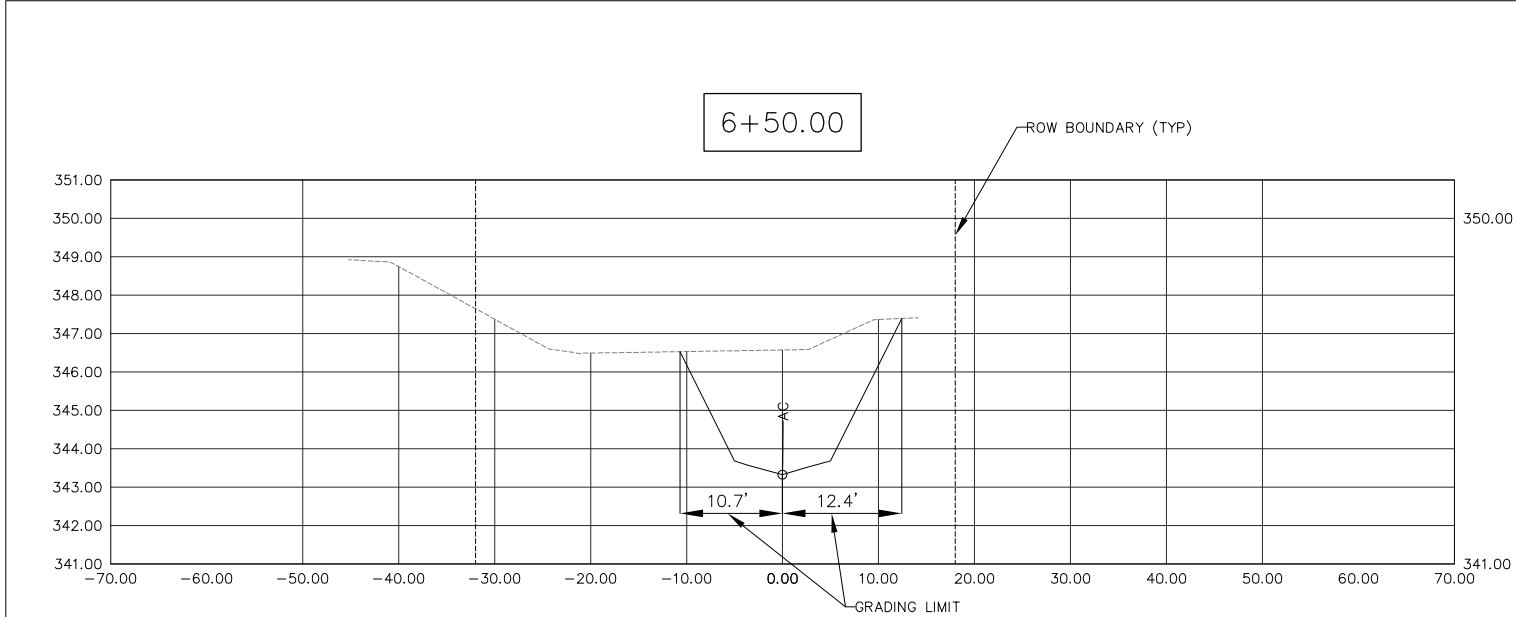
DRAWING NAME:
CS-1

SHEET NO.
1 OF 2

438

January 10, 2024

Apr 07,2023
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11x17 PLOT SHEET



PREPARED FOR:

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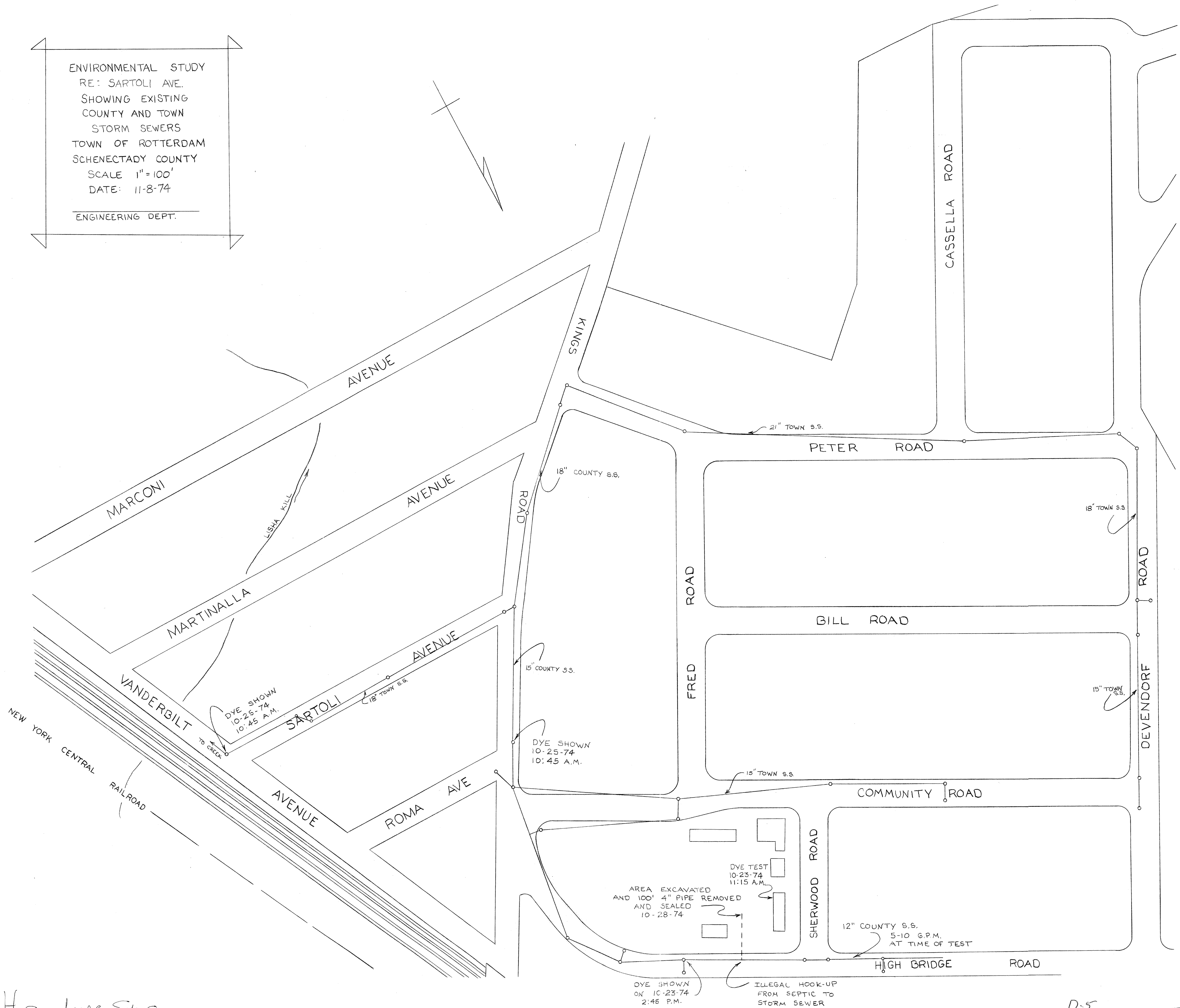
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STRUCTURE NUMBER	NORTHING	EASTING	DESCRIPTION	"X" DIMENSION (FT)	"Y" DIMENSION (FT)	CULVERT DIAMETER (IN)	RIM ELEVATION (FT)	SLOPE (%)	ITEM 203.07 (CY)	ITEM 206.0201 (CY)	ITEM 552.17 (SF)	ITEM 555.10000006 (EA)	ITEM 603.172012 (EA)	ITEM 603.171912 (EA)	ITEM 603.7303 (EA)	ITEM 603.77 (EA)	ITEM 603.9815 (LF)	ITEM 603.6001 (LF)	ITEM 603.6002 (LF)	ITEM 603.6003 (LF)	ITEM 603.6604 (LF)	ITEM 603.6607 (LF)	ITEM 603.9836 (LF)	ITEM 603.9842 (LF)	ITEM 604.07260011 (EA)	ITEM 604.13000011 (EA)	ITEM 604.300711 (FT)	ITEM 604.300611 (FT)	ITEM 604.300632 (FT)	ITEM 604.300711 (FT)	ITEM 604.320711 (FT)	ITEM 604.320811 (FT)	ITEM 604.321111 (FT)	ITEM 655.1111 (EA)	ITEM 655.1202 (EA)		
CB-1	1433750.0587	649625.8931	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		344.90		4.94	9.0																		3.4						1			
CB-1A	-	-	INSTALL NEW 15" RCP INLET IN CB-1 AT ELEV. 342.33, OUTLET IN CB-2 AT ELEV. 341.04			15		0.50%	62.13	81.6								257.0																			
CB-1.1	1433732.7183	649629.9118	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		344.90		4.75	8.7																		3.3							1		
CB-1.1A	-	-	INSTALL NEW 12" RCP INLET IN CB-1.1 AT ELEV. 342.40, OUTLET IN CB-1 AT ELEV. 342.33			12		0.50%	2.20	2.8							15.0																				
CB-2	1433808.5902	649878.4489	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		343.70		5.14	9.3																		3.5							1		
CB-2A	-	-	INSTALL NEW 15" RCP INLET IN CB-2 AT ELEV. 341.04, OUTLET IN CB-3 AT ELEV. 340.44			15		0.50%	55.72	64.7								121.0																			
CB-2.1	1433791.2498	649882.4676	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		343.70		4.75	8.7																		3.3							1		
CB-2.1A	-	-	INSTALL NEW 12" RCP INLET IN CB-2.1 AT ELEV. 341.19, OUTLET IN CB-2 AT ELEV. 341.04			12		0.50%	2.27	2.8							15.0																				
CB-3	1433839.5085	649998.3180	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		343.70		8.80	14.3																		5.4							1		
CB-3A	-	-	INSTALL NEW 18" RCP INLET IN CB-3 AT ELEV. 340.44, OUTLET IN OUT-1 AT ELEV. 340.20			18		3.00%	20.96	25.7					1						48.0																
EX-DS2A	-	-	INSTALL NEW 15" SICPP INLET IN EX-DS2 AT ELEV. 343.73, OUTLET IN MH-2 AT ELEV. 343.68			15		0.22%	17.26	18.6	152.5						25.0								1.0												
MH-2	1434381.3031	649400.0679	INSTALL NEW SQUARE DRAINAGE STRUCTURE TYPE F WITH ROUND MANHOLE FRAME AND COVER	4.50	4.50		350.00		13.67	21.1																			7.1							1	
MH-2A	-	-	INSTALL NEW 15" SICPP INLET IN MH-2 AT ELEV. 343.68, OUTLET IN CB-6 AT ELEV. 343.31			15		0.22%	146.30	157.0	901.8						167.0																				
CB-5	1434203.3055	649382.9323	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		349.04		10.72	17.0															1.0			6.4							1		
CB-5A	-	-	INSTALL NEW 15" SICPP AND REMOVE EXISTING PIPE INLET IN CB-5 AT ELEV. 343.43, OUTLET IN CB-6 AT ELEV. 343.31			15		0.30%	31.29	33.7	266.5						41.0																				
CB-6	1434213.1509	649425.9070	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH WELDED FRAME AND RETICULINE GRATE 11	5.67	4.67		350.00		11.92	19.9		1.0															7.4			7.5					1		
CB-6A	-	-	INSTALL NEW 36" SICPP INLET IN CB-6 AT ELEV. 343.31, OUTLET IN MH-7 AT ELEV. 343.11			36		0.16%	182.15	219.3	625.0												125.0														
CB-6B	-	-	REMOVE EXISTING RCP PIPING FROM CB-6 TO MH-8						80.11	80.1																											
MH-7	1434085.0546	649437.2240	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		349.91		9.03	15.7																						6.0			1		
MH-7A	-	-	REMOVE EXISTING DRAINAGE STRUCTURE							11.9						1.0																					
MH-7B	-	-	EXTEND EXISTING 15" RCP FIELD VERIFY INLET ELEV., OUTLET IN MH-7 AT ELEV. 344.94			15		1.00%	2.06	2.3									7.0																		
MH-7C	-	-	INSTALL NEW 38"X24" RCP INLET IN CB-7 AT ELEV. 343.11, OUTLET IN MH-8 AT ELEV. 342.74			38		0.46%	83.38	110.2	461.7										81.0																
MH-8	1434003.2149	649427.4435	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		346.29		10.52	17.8																					6.7				1		
MH-8A	-	-	INSTALL NEW 18" RCP INLET IN AT ELEV. 343.49, OUTLET IN MH-8 AT ELEV. 343.13			18		3.00%	3.49	4.3											12.0					1.0											
MH-8B	-	-	INSTALL NEW 15" RCP INLET IN AT ELEV. 343.92, OUTLET IN MH-8 AT ELEV. 343.47			15		3.00%	2.87	3.7									15.0							1.0											
MH-8C	-	-	INSTALL NEW 38"X24" RCP INLET IN MH-8 AT ELEV. 342.74, OUTLET IN MH-9 AT ELEV. 341.92			38		0.48%	150.67	178.3	935.0										170.0																
MH-9	1433834.2953	649386.2232	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE H WITH INTEGRAL FRAME AND RETICULINE GRATE 11	7.34	4.67		346.14		11.27	20.2																							6.5		1		
MH-9A	-	-	INSTALL NEW 49"X32" RCP INLET IN MH-9 AT ELEV. 341.92, OUTLET IN MH-10 AT ELEV. 341.69			49		0.15%	189.31	214.5	883.5											155.0															
MH-10	1433687.9686	649337.8051	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE H WITH INTEGRAL FRAME AND RETICULINE GRATE 11	7.34	4.67		346.62		11.74	20.9																							6.7			1	
MH-10A	-	-	INSTALL NEW 18" RCP INLET IN AT ELEV. 342.72, OUTLET IN MH-10 AT ELEV. 342.44			18		2.00%	5.78	6.9											14.0					1.0											
MH-10B	-	-	INSTALL NEW 18" RCP INLET IN CB-10.1 AT ELEV. 343.10, OUTLET IN MH-10 AT ELEV. 343.00			18		2.00%	0.00	0.0											4.0																
MH-10C	-	-	INSTALL NEW 42" SICPP INLET IN MH-10 AT ELEV. 341.69, OUTLET IN MH-11 AT ELEV. 341.44			42		0.13%	206.22	286.4	1180.0														200.0												
CB-10.1	1433688.0500	649345.0230	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		346.60		6.43	11.1																			4.2						1		
CB-10.1A	-	-	REMOVE EXISTING RCP PIPING AND STRUCTURES FROM CB-10.1 TO OUT-1						199.90	199.9		4.0														4.0											
MH-11	1433497.9322	649262.0317	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		346.69		10.94	18.5																							6.9			1	
MH-11A	-	-	INSTALL NEW 42" SICPP INLET IN MH-11 AT ELEV. 341.44, OUTLET IN MH-12 AT ELEV. 341.31			42		0.14%	108.62	147.1	607.6														98.0												
MH-12	1433427.0717	649225.5206	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		347.00		11.58	19.4																							7.2			1	
MH-12A	-	-	INSTALL NEW 42" SICPP INLET IN MH-12 AT ELEV. 341.31, OUTLET IN MH-13 AT ELEV. 341.21			42		0.14%	87.5																												

STRUCTURE NUMBER	NORTHING	EASTING	DESCRIPTION	"X" DIMENSION (FT)	"Y" DIMENSION (FT)	CULVERT DIAMETER (IN)	RIM ELEVATION (FT)	SLOPE (%)	ITEM 203.07 (CY)	ITEM 206.0201 (CY)	ITEM 552.17 (SF)	ITEM 555.1000006 (EA)	ITEM 603.172012 (EA)	ITEM 603.171912 (EA)	ITEM 603.7303 (EA)	ITEM 603.77 (EA)	ITEM 603.9815 (LF)	ITEM 603.6001 (LF)	ITEM 603.6002 (LF)	ITEM 603.6003 (LF)	ITEM 603.6604 (LF)	ITEM 603.6607 (LF)	ITEM 603.9836 (LF)	ITEM 603.9842 (LF)	ITEM 604.07260011 (EA)	ITEM 604.13000011 (EA)	ITEM 604.300711 (FT)	ITEM 604.300611 (FT)	ITEM 604.300632 (FT)	ITEM 604.300711 (FT)	ITEM 604.320711 (FT)	ITEM 604.320811 (FT)	ITEM 604.321111 (FT)	ITEM 655.1111 (EA)	ITEM 655.1202 (EA)	
MH-14	1433348.4878	649201.4098	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		11.02	19.5																							6.6	1		
MH-14A	-	-	INSTALL NEW 42" SICPP INLET IN MH-14 AT ELEV. 341.17, OUTLET IN MH-15 AT ELEV. 340.84			42		0.14%	305.31	401.0	1428.0													238.0												
MH-15	1433403.7335	649435.9277	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		11.93	20.9																							7.0	1		
MH-15A	-	-	INSTALL NEW 42" SICPP INLET IN MH-15 AT ELEV. 340.84, OUTLET IN OUT-2 AT ELEV. 340.51			42		0.14%	332.31	428.8	1296.0		1											240.0												
CB-16	1433288.3256	649112.1621	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		346.24		10.57	18.9		1.0																					6.4	1		
CB-16A	-	-	INSTALL NEW 36" SICPP INLET IN CB-16 AT ELEV. 341.30, OUTLET IN MH-17 AT ELEV. 341.28			36		0.13%	12.26	16.0	94.4													16.0												
MH-17	1433278.6418	649127.9017	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		346.24		11.70	20.6																							6.9	1		
MH-17A	-	-	INSTALL NEW 36" SICPP INLET IN MH-17 AT ELEV. 341.28, OUTLET IN MH-18 AT ELEV. 341.17			36		0.13%	90.29	114.6	456.5													83.0												
MH-18	1433350.5359	649176.4557	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		10.79	19.2																							6.5	1		
MH-18A	-	-	INSTALL NEW 36" SICPP INLET IN MH-18 AT ELEV. 341.17, OUTLET IN MH-19 AT ELEV. 341.14			36		0.13%	22.75	28.3	125.4													22.0												
MH-19	1433337.6467	649198.2611	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		11.25	19.9																							6.7	1		
MH-19A	-	-	INSTALL NEW 36" SICPP INLET IN MH-19 AT ELEV. 341.14, OUTLET IN MH-20 AT ELEV. 340.82			36		0.13%	314.25	388.0	1464.0													244.0												
MH-20	1433393.8760	649438.2962	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		346.24		11.93	20.9																							7.0	1		
MH-20A	-	-	INSTALL NEW 36" SICPP INLET IN MH-20 AT ELEV. 340.82, OUTLET IN OUT-3 AT ELEV. 340.51			36		0.13%	329.29	401.8	1440.0			1										240.0												
TOTAL=									3,291.8	4,162.4	12,876		1	1	1	1	233.0	30.0	400.0	78.0	251.0	155.0	730.0	869.0	5.0	4.0	7.4	29.5	7.1	7.5	26.8	13.2	54.2	22	1	

ENVIRONMENTAL STUDY
 RE: SARTOLI AVE.
 SHOWING EXISTING
 COUNTY AND TOWN
 STORM SEWERS
 TOWN OF ROTTERDAM
 SCHENECTADY COUNTY
 SCALE 1"=100'
 DATE: 11-8-74

ENGINEERING DEPT.



Hamburg St Area

D-5
#20

S.P.

71
D-12

71
D-12

EXISTING CATCH BASIN
INV. EL. 344.98

18" ASPHALT COATED
CORR. IRON PIPE

INV. EL.
348.06

X 350.7

GRADE .0026' ft. 1.0'

PETER ROAD

ROAD

353.5

X 353.2

BILL ROAD

352.2 X

X 352.1

COMMUNITY ROAD

X 352.1

INV. EL.
350.16

15" ASPHALT COATED
CORR. IRON PIPE

APPROX. 760' ± 15" PIPE
APPROX. 1175' ± 18" PIPE

PROPOSED
STORM SEWER
DEVENDORF RD. - PETER RD
TO
KINGS ROAD
TOWN OF ROTTERDAM, SCHUYLER CO. N.Y.
SCALE 1" = 100'
SEPT. 2, 1955

D-5
#105

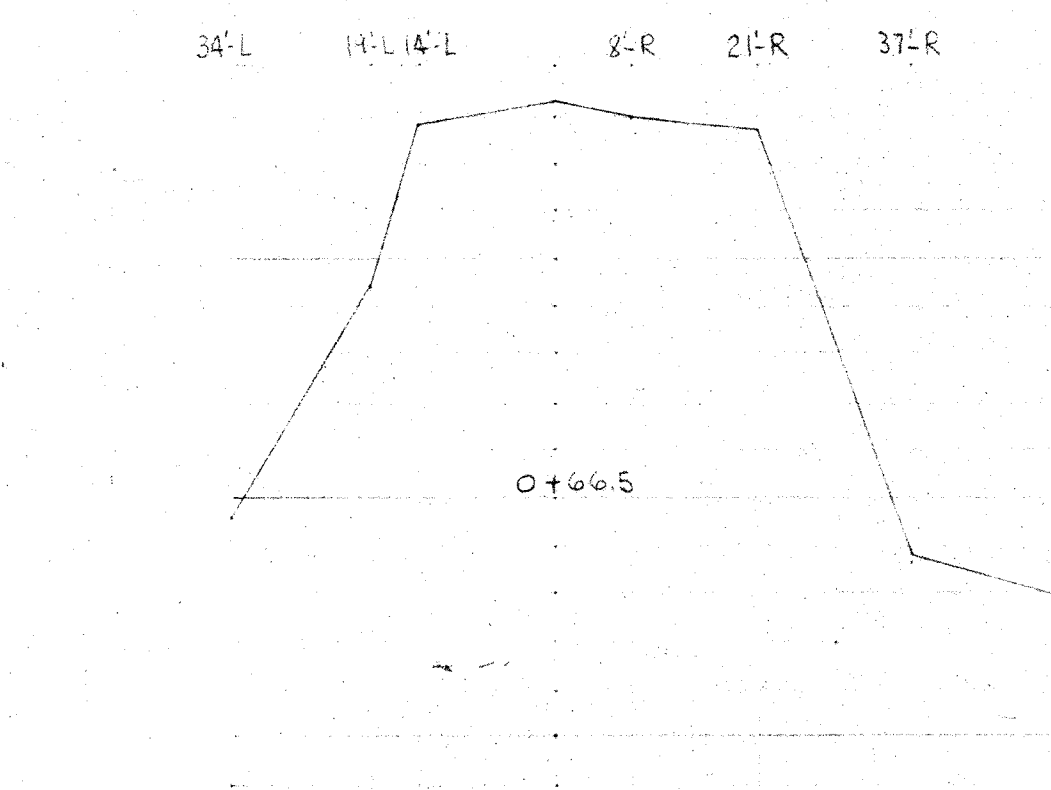
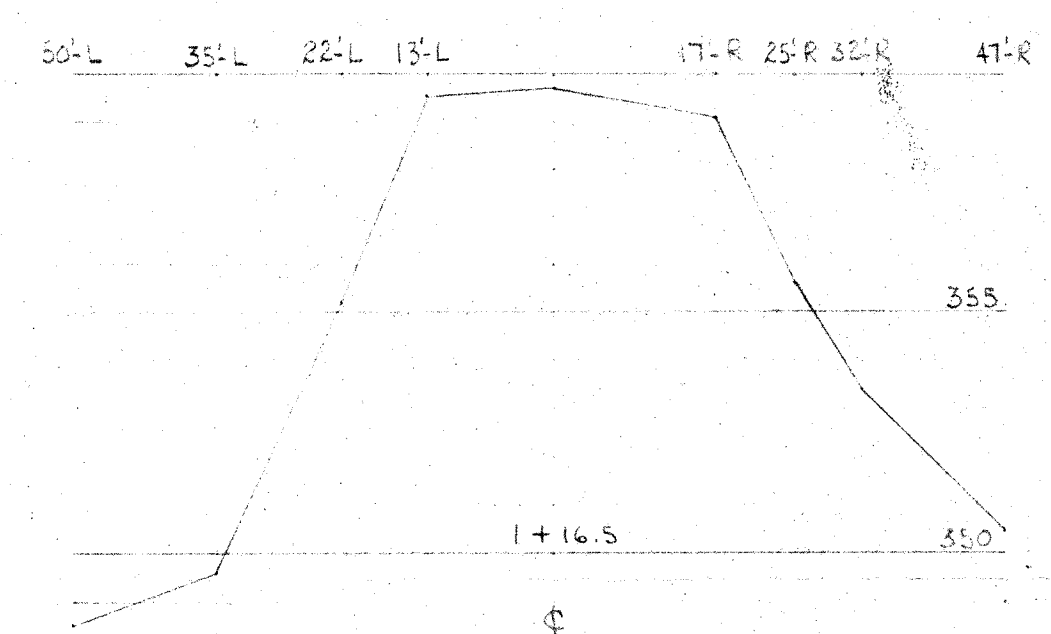
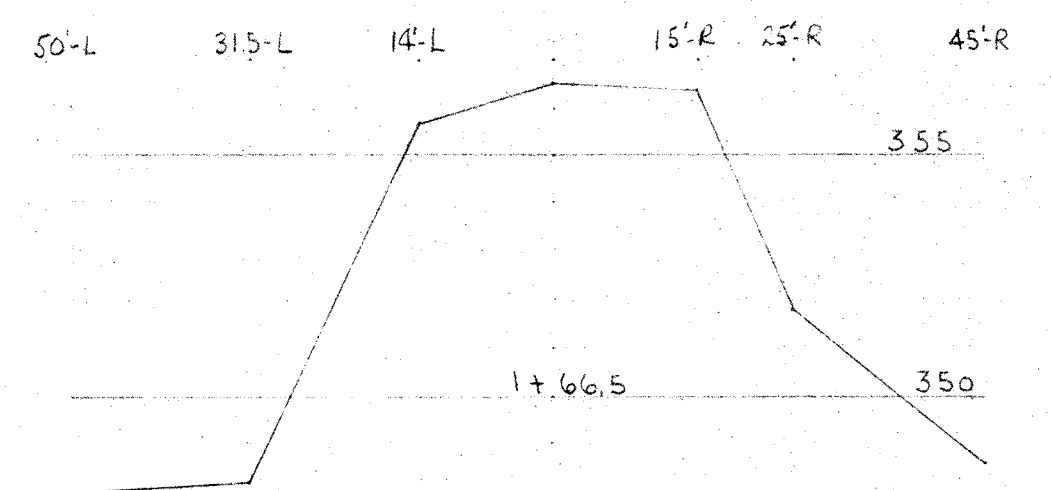
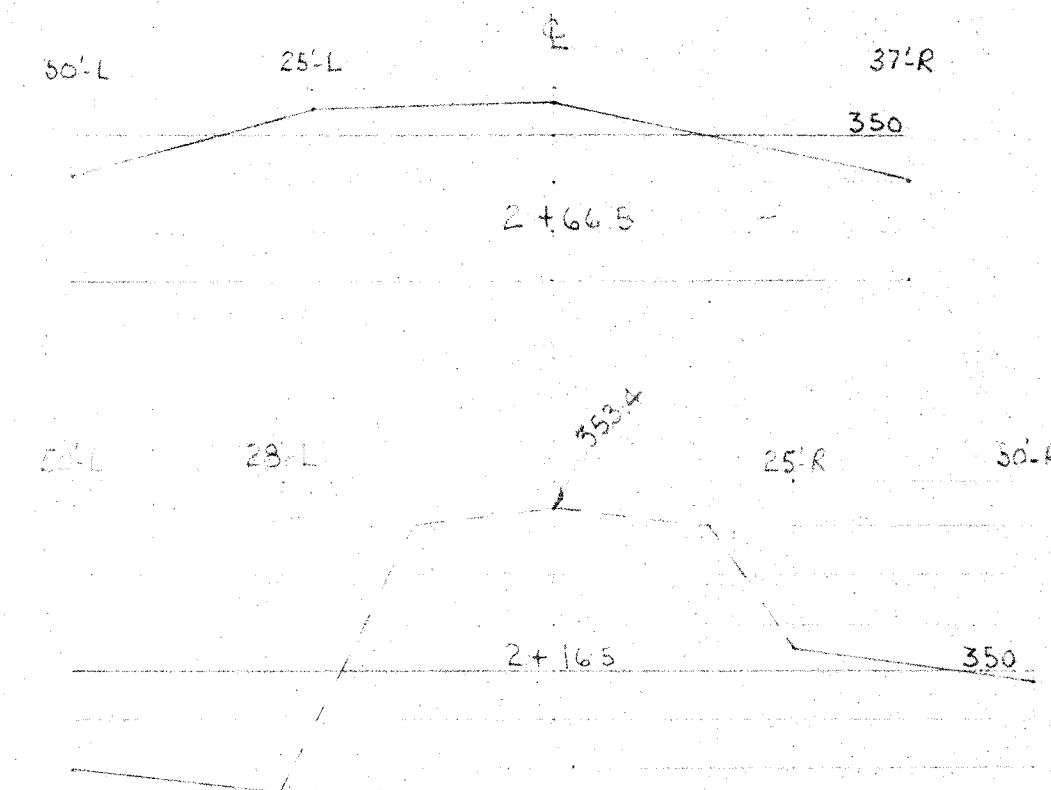
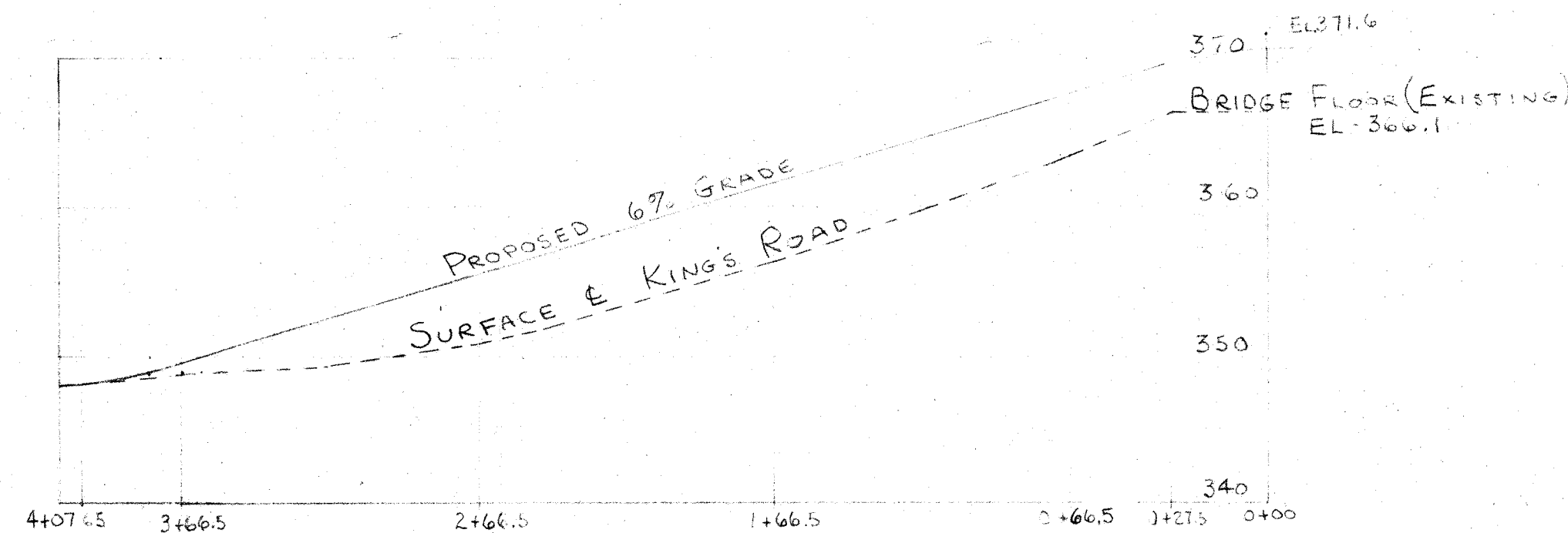
James Wood
TOWN ENGINEER

January 10, 2024

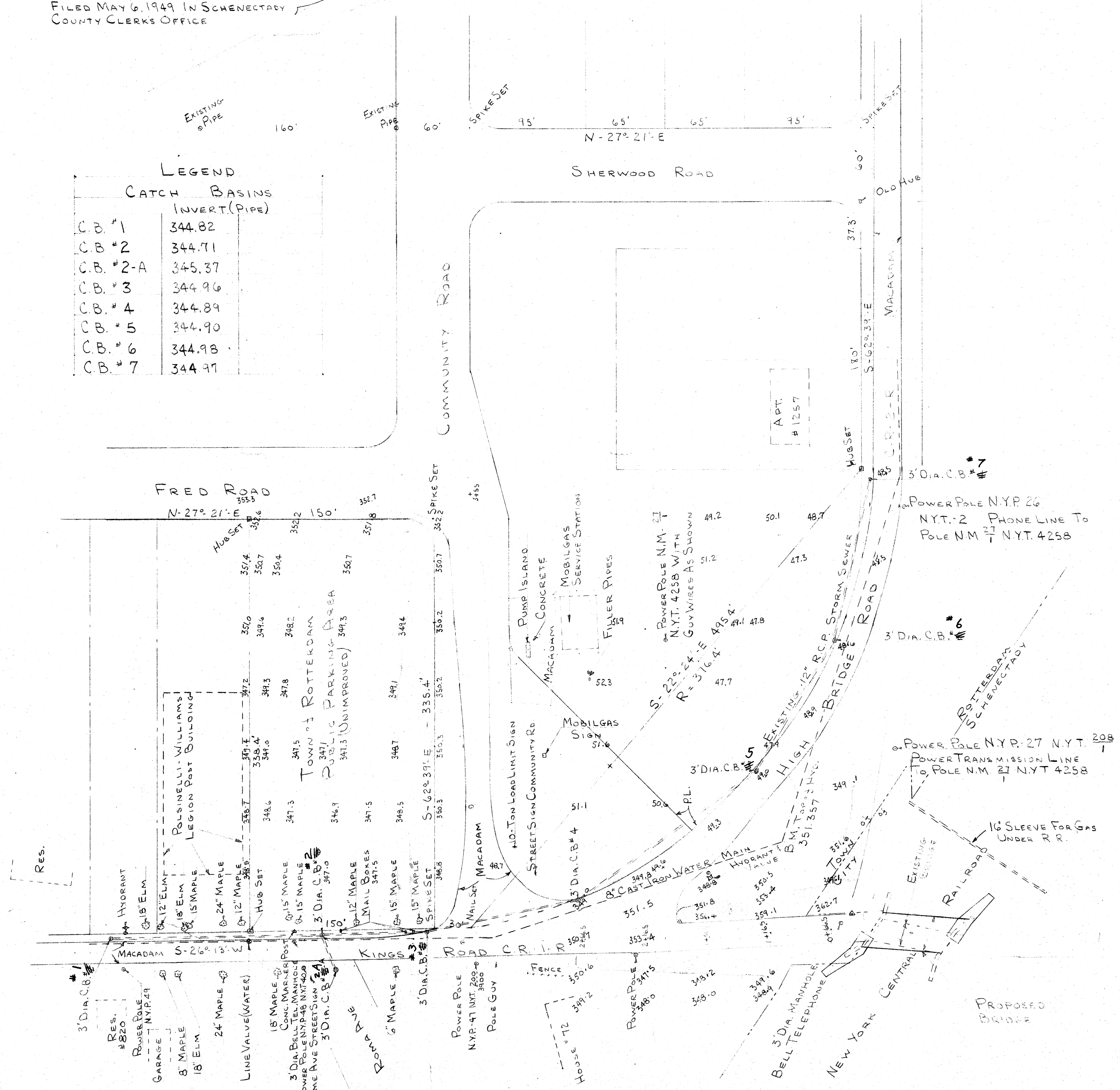
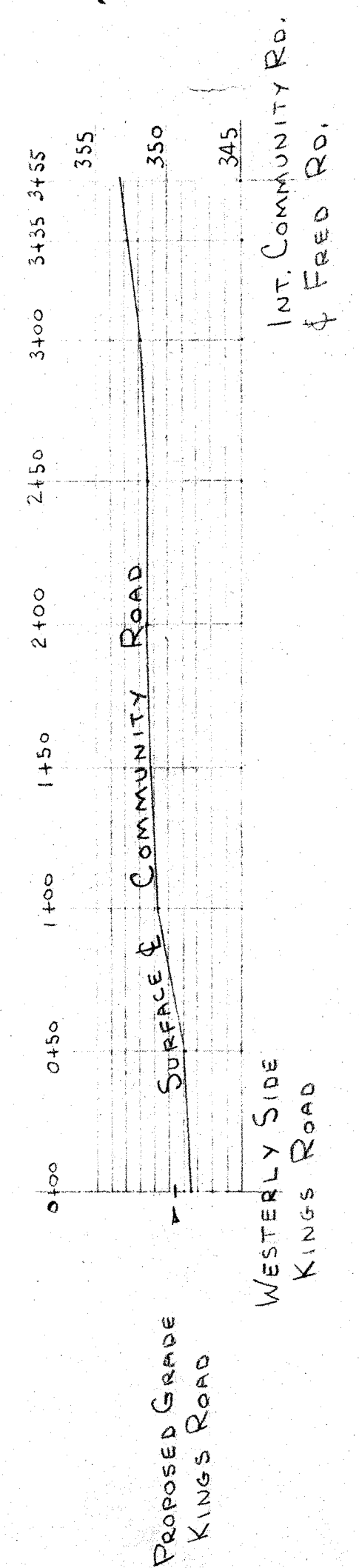
NORTH ACCORDING TO MAP OF
FRED'S COMMUNITY PLOT, MAP
FILED MAY 6, 1949 IN SCHENECTARY
COUNTY CLERK'S OFFICE

LEGEND

CATCH BASINS	INVERT (PIPE)
C.B. #1	344.82
C.B. #2	344.71
C.B. #2-A	345.37
C.B. #3	344.96
C.B. #4	344.89
C.B. #5	344.90
C.B. #6	344.98
C.B. #7	344.77



KINGS ROAD
SECTIONS
SCALE HOR 1" = 20'
VERT 1" = 4'



MAP
SHOWING TOPOGRAPHY
AT INTERSECTION OF KINGS RD. C.R. 1-A
AND HIGH BRIDGE ROAD C.R. 2-R
TOWN OF ROTTERDAM, SCHDY. CO. N.Y.
DEC 18 1956 SCALE HOR 1" = 50'
VERT 1" = 10'
JAMES WOOD
P.E. & L.S. #20062

REVISED JAN 9, 1957
REVISED FEB 18, 1957 J.W.



Permits

Transmitted electronically to: mcollins@rotterdamny.org

February 16, 2023

Mollie A. Collins, Town Supervisor
Town of Rotterdam
1100 Sunrise Blvd
Rotterdam, New York 12306

RE: Freshwater Wetland Permit (S-4)
DEC #4-4228-00310/00001
Stormwater Drainage Improvements
Kings Road, Sartoli Avenue and
Martinella Ave (Paper Street)
Town of Rotterdam, Schenectady County

Dear Supervisor Mollie A. Collins:

In response to your request, the above-referenced permit which authorizes 0.018 acres of impacts to freshwater wetland S-4, and 0.39 acres of impacts to the 100-foot adjacent area is hereby extended to **December 31, 2024**. All other terms and conditions of the original permit remain in effect. Please attach this extension letter to your original permit as proof of extension.

Please feel free to contact me by telephone at (518) 357-2459 or by e-mail at kate.kornak@dec.ny.gov if you have any questions or concerns.

Sincerely,



Kate Kornak
Regional Permit Administrator

cc: Kelsey Schumacher, Environmental Scientist

Upstate New York Section

May 11, 2023

SUBJECT: Permit Application No. NAN-2020-00396-USH
by Rotterdam, Town of
Town of Rotterdam, Schenectady County, New York

Mollie Collins, Supervisor
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, New York 12306

Dear Ms. Collins:

This office has reviewed your Joint Application Form dated March 28, 2023, and the attached drawing entitled, "Wetland Delineation and Impact Plan", and prepared by GPI. The submitted information describes a proposal that would consist of the following:

The discharge of fill material into approximately 0.02 acres of waters of the United States, including wetlands to facilitate the installation of stormwater pipes and outlet structures, including riprap for scour protection, along Kings Road, Sartoli Avenue, and Martinella Avenue as part of improvements associated with stormwater runoff and drainage.

Based upon the information provided, it appears that your proposed work may be authorized under Department of the Army nationwide general permit number: 43. The nationwide permits are prescribed as a Reissuance of Nationwide Permits in the Federal Register dated January 13, 2021 (86 FR 2744).

The work may be performed without further authorization from this office provided the activity complies with the terms and conditions of the Nationwide Permits (NWP) and the permit conditions listed in Section B, No. 43, Section C, any applicable New York District regional conditions, and any applicable regional conditions added by the State of New York. Please note that NWP General Condition No. 12 requires the installation and maintenance of proper soil erosion and sediment controls during construction.

The 2022 Nationwide Permits, including their final regional conditions, water quality certifications, and coastal zone concurrence statements are available at:

<http://www.nan.usace.army.mil/Missions/Regulatory/Nationwide-Permits/>

Please review and familiarize yourself with all relevant terms and conditions of the nationwide permit prior to proceeding with your project, and subsequently ensure you adhere to all conditions through the duration of the project. If you do not have internet

access and require a specific paper copy, please contact the undersigned to request one be mailed to you. Please be sure to have your permit application number readily available when you call.

This verification is valid until March 14, 2026, unless the nationwide permit is modified, reissued, or revoked. This verification will remain valid until March 14, 2026, if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the terms and conditions of a nationwide permit, and the proposed activity has commenced, or is under contract to commence, the permittee shall have 12 months from the date of such action to complete the activity.

Please note that this determination does not eliminate the need to obtain any other Federal, State, or local authorizations required by law for the above described work, including any required permit from the NYSDEC.

In order for us to better serve you, please complete our Customer Service Survey located at:

<http://www.nan.usace.army.mil/Missions/Regulatory/CustomerSurvey.aspx>

Any inquiries can be directed to Ryan Mayer at (518) 266-6358.

Sincerely,



Project Manager
Upstate New York Section

Enclosure

Cf: NYSDEC, Region 4
Town of Rotterdam
Schumacher, K. - GPI

CENAN-OP-RU

NATIONWIDE PERMIT COMPLIANCE CERTIFICATION AND REPORT FORM

Permittee: Rotterdam, Town of

Permit No. NAN-2020-00396-USH

Date Permit Verification Issued: May 11, 2023

Location: Town of Rotterdam, Schenectady County, New York

Within 30 days of the completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the address at the bottom of this form.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of said permit, and required mitigation was completed in accordance with the permit conditions.

Date Work Started: _____

Date Work Completed: _____

Signature of Permittee

Date

Fold this form into thirds, with the bottom third facing outward. Tape it together and mail to the address below
or **EMAIL TO:** cenan.rfo@usace.army.mil

Place Stamp
Here

DEPARTMENT OF THE ARMY

U.S. Army Corps of Engineers
ATTN: CENAN-OP-RU
Upstate Regulatory Field Office
1 Buffington St., Bldg. 10, 3rd Fl. North
Watervliet, New York 12189-4000



Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, M.D., M.P.H.
Commissioner

JOHANNE E. MORNE, M.S.
Acting Executive Deputy Commissioner

Sent via Email Only

November 16, 2023

Ryan J. Trunko, P.E.
Greenman-Pedersen, Inc.
80 Wolf Road
Albany, NY 12205

Re: NYSDOH Log No. 20769
Approval of Plans and Specifications
PWSID #NY4600069
Sartoli Avenue Improvements
Rotterdam, Schenectady County

Dear Ryan J. Trunko, P.E.:

The engineering report and plans for the above referenced project are hereby approved with conditions noted below. The project is funded by a SAM grant from DASNY and includes installation of approximately 530 feet of PVC watermain on Sartoli Avenue connecting to Kings Avenue. Seven (7) service connections and five (5) hydrants will be added.

We call your attention to the Standard Conditions of the enclosed form DOH-1017, "Approval of Plans for Public Water Supply Improvement". A digital copy of the approved plans is being sent to you and the Local Health Department.

Sincerely,

A handwritten signature in black ink, appearing to read "Rebecca Rilling".

Rebecca Rilling, E.I.T.
Assistant Engineer, Design Section
Bureau of Water Supply Protection

cc: D. MacElrath and R. Swider - NYS DOH Capital Area
D. DiCarlo - Schenectady County DOH

Approval of Plans for Public Water Supply Improvement

This approval is issued under the provisions of 10 NYCRR, Part 5:

1. Applicant Rotterdam	2. Location of Works (C, V, T) Rotterdam (T)	3. County Schenectady County	4. Water District (Specific Area Served)
5. Type of Project ☐ 1 Source ☐ 3 Pumping units ☐ 5 Fluoridation ☐ 2 Transmission ☐ 4 Chlorination ☐ 6 Other Treatment			☒ 7 Distribution ☐ 8 Storage ☐ 9 Other
Remarks: NYSDOH Log No. 20769 The project includes installation of approximately 530 feet of PVC watermain on Sartoli Avenue connecting to Kings Avenue. Seven (7) service connections will be added.			

By initiating improvement of the approved supply, the applicant accepts and agrees to abide by and conform with the following:

Standard Conditions:

- a. THAT the proposed works shall be constructed in complete conformity with the plans and specifications approved this day or approved amendments thereto.
- b. THAT the proposed works shall be constructed in accordance with all applicable Federal, State and local regulations.
- c. THAT if construction of the proposed project has not commenced within five years from the date of this approval, the NYSDOH reserves the right to require the applicant to re-apply for plan approval, including the submission of an updated DOH-348 form (Application for Approval of Plans), engineering report, plans, specifications, and any other pertinent documentation.
- d. THAT the proposed works shall not be placed into operation until the engineer of record certifies that construction has been completed in accordance with the approved plans and specifications and an Approval of Completed Works (CWA) is issued, in accordance with Part 5 of the New York State Sanitary Code. The engineer shall submit DOH form 5025 (Engineer's Certification of Public Water Improvement Project Completion) and relevant supporting documentation prior to issuance of the CWA.
- e. THAT the engineer of record shall provide a set of as-built drawings to the water system owner; and that the water system owner shall maintain and update these documents as needed.

SPECIAL CONDITIONS: *NONE*****

ISSUED FOR THE STATE COMMISSIONER OF HEALTH

November 16, 2023

Date

 P.E.

Designated Representative
David S. Phillips, P.E.
Chief, Design Section
Bureau of Water Supply Protection

Approval of Plans for Public Water Supply Improvement

General

6. Type of Ownership ☒ Municipal ☐ Commercial ☐ Private – Institutional ☐ 19 Federal ☐ 40 International ☐ Industrial ☐ 9 Water Works Corp. ☐ 26 Board of Education ☐ 20 State ☐ 18 Indian reservation			☐ 68 Private – Other ☐ 1 Authority ☐ 30 Interstate
7. Estimated Total Cost \$90,000	8. Population Served approximately 20 (7 services)	9. Drainage Basin	
10. Federal Aid Involved? ☐ 1 Yes ☒ 2 No		11. WWA Project? ☐ 1 Yes ☒ 2 No	

Source

12. ☐ Surface Name: ☐ Ground Name:	Class: Class:	13. Est. Source Development Cost \$0
14. Safe Yield:	15. Description:	

Treatment

16. Type of Treatment ☐ 1 Aeration ☐ 4 Sedimentation ☐ 7 Iron Removal ☐ 10 Softening ☐ 2 Microstrainers ☐ 5 Clarifiers ☐ 8 Chlorination ☐ 11 Corrosion Control ☐ 3 Mixing ☐ 6 Filtration ☐ 9 Fluoridation ☐ 12 Other			
17. Name of Treatment Works	18. Max. Treatment Capacity	19. Grade of Plant Operator Req.	20. Est. Cost Included
21. Description:			

Distribution

22. Type of Project ☐ 1 Cross Connection ☐ 2 Interconnection ☐ 3 Transmission ☐ 4 Fire Pump Cl ₂ ☒ 5 Distribution Mains ☐ 6 Other	23. Type of Storage Elevated _____ gallons Underground _____ gallons	24. Est. Distribution Cost \$90,000
25. Anticipated Distribution System Demand: <u>3.69</u> MGD Avg. <u>8.85</u> MGD Max. (2021)		26. Designed for fire flow? ☒ 1 Yes ☐ 2 No
27. Description: The project includes installation of approximately 530 feet of PVC watermain on Sartoli Avenue connecting to Kings Avenue. Seven (7) service connections and approximately five hydrants will be added.		

State Funding

This **GRANT DISBURSEMENT AGREEMENT** includes
all exhibits and attachments hereto and is made on the terms and by the parties listed below
and relates to the project described below:

**DORMITORY AUTHORITY OF THE STATE OF
NEW YORK (“DASNY”):**

515 Broadway
Albany, New York 12207
Contact: Karen Hunter
Phone: (518) 257-3177
E-mail: grants@dasny.org

THE GRANTEE:

Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, New York 12306
Contact: Mollie Collins
Phone: (518) 355-7575
Email: mcollins@rotterdamny.org

THE PROJECT:

Construction of a Water Line along Sartoli
Avenue

PROJECT LOCATION(S):

Town of Rotterdam

ADDRESS:

Various, Rotterdam, 12303

GRANT AMOUNT:

\$125,000.00

FUNDING SOURCE:

State and Municipalities(“SAM”)

For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT
INFORMATION SHEET DATE:**

8/4/2022

EXPIRATION DATE OF THIS AGREEMENT:

3 YEARS FROM DASNY EXECUTION DATE

Project ID: 24356
Grantee ID: 1024
FMS#: 135768

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the SAM Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (<https://grantsmanagement.ny.gov/>) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
 - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
 - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

b) Payment on Invoice:

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
 - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
 - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.
- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing

statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

- iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
- d) **Electronic Payments Program:** DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.
- f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.
- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (<https://grantsmanagement.ny.gov/>).
- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- p) The Grant shall not be used in any manner for any of the following purposes:
 - i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to

determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
 - i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
 - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
 - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
 - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
 - v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
 - vi. The Grantee abandons the Project prior to its completion.
 - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

Town of Rotterdam
Construction of a Water Line along Sartoli Avenue
Project ID: 24356

This agreement is entered into as of the latest date written below:

GRANTEE: Town of Rotterdam

DocuSigned by:

3511CD65270F4A0...
(Signature of Grantee Authorized Officer)

Mollie Collins Supervisor Town of Rotterdam
(Printed Name and Title)

Date: 3/20/2023

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

(Signature of DASNY Authorized Officer)

(Printed Name)

Date:

DASNY OFFICE USE ONLY	
GRANTS ADMIN REVIEW	FINAL LEGAL REVIEW
APPROVED FOR LEGAL REVIEW: 	APPROVED FOR SIGNATURE:
DATE: 3/21/2023	DATE:

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

EXHIBIT A: Project Budget

Town of Rotterdam
Construction of a Water Line along Sartoli Avenue
Project ID: 24356

USE OF FUNDS	TIMELINE		SOURCES			Total
	Anticipated Dates**		DASNY Share	In-Kind / Equity / Sponsor	Other Sources	
Project Description*	Start	End	Amount	Amount	Amount	
Construction of a Water Line along Sartoli Avenue	09/12/2023	12/31/2024	\$125,000.00	\$0.00	\$0.00	\$125,000.00

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure **all** Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline.

EXHIBIT B: Opinion of Counsel

DASNY
General Counsel
515 Broadway
Albany, New York 12207

*Re: State and Municipalities ("SAM") Grant
Construction of a Water Line along Sartoli Avenue
Project ID: 24356*

Ladies and Gentlemen:

I have acted as counsel to Town of Rotterdam (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York; **or**

the Grantee is duly organized and validly existing under the laws of another jurisdiction, and the Grantee is in good standing and authorized to do business in the State of New York;

2. the Grantee has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; **and**

3. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

x By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

DocuSigned by:
Courtney E. Heinel
4E3A59DAC513498...

Courtney E. Heinel

Roemer Wallens Gold & Mineaux LLP

Approved – Legal Opinion attached

***Instructions – Grantee's Attorney will choose appropriate response . If "**Approved as to form**" is checked, the Attorney will DocuSign form. If "**Approved – Legal Opinion attached**" is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.*

EXHIBIT C: Grantee Questionnaire

PLEASE READ THE FOLLOWING:

- 1) You are acknowledging the following regarding the included Grantee Questionnaire:
 - This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.
 - The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.



DASNY OFFICE USE ONLY	
GQ Review	
DS a?	9/22/2022

Grant Programs
Municipal Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.

SECTION I: GENERAL INFORMATION

- | | |
|---|--------------------------|
| 1. Grantee (Legally Inc. Name): | Town of Rotterdam |
| 2. Federal Employer ID No. (FEIN): | 146002410 |
| 3. Website Address: | www.rotterdamny.org |
| 4. Business E-mail Address: | pcomenzo@rotterdamny.org |
| 5. Principal Place of Business Address: | 1100 Sunrise Boulevard |
| 6. Telephone Number: | 518-355-7575 |
| 7. Type of Entity (Please select appropriate response): | |
-
- a) County
 - b) City
 - c) ☒ Town
 - d) Village
 - e) Public Benefit Corporation
 - f) Fire District
 - g) School District
 - h) Soil or Water Conservation District
 - i) Community College
 - j) Public Library
 - k) BOCES
 - l) Other Please Specify: _____

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE**A. DEFINITIONS**

As used herein in this Grant Programs Municipal Grantee Questionnaire:

1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership of a Related Party.
2. "Authorized Officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.
3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.
4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.
5. "Related Party" means: (i) the party's spouse, (ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.
6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

B. GRANT AWARD(S)

1. Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either directly or indirectly, to aid in the securing of a Grant-Funded Project? Yes ☒ No ☐

If answer is "Yes", Please explain:

The Town retained the services of an engineering firm Greenman Pedersen Inc. to prepare a Map, Plan, and Report for the Sartoli Avenue Water District Extension. These services were not directly undertaken to secure grant funding however the document indirectly assisted to outline the need and financial aspects of the project.

2. Has the Grantee or any of the Grantee’s Related Parties agreed to select specific consultants, contractors, suppliers or vendors to provide goods or services in connection with any Grant-Funded Project as a condition of receiving a Grant? Yes No x

If answer is “Yes”, Please explain:

3. Does the Grantee have a conflict of interest policy? Yes x No

a) If “Yes”, will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee’s conflict of interest policy, or if consultants, suppliers and vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee’s conflict of interest policy? Yes x No

If answer is “No”, Please explain:

4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee’s equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds? Yes No x

If the answer is “Yes”, please provide details:

SECTION III: DUE DILIGENCE QUESTIONS

1. Does the Grantee currently possess all certifications, licenses, permits, approvals, or other authorizations issued by any Local, State, or Federal governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business, or ability to conduct its activities? *Please note this does not include construction related activities such as building permits and certificates of occupancy for any Grant-Funded project.* Yes ☒ No

If the answer is "**No**", will the Grantee obtain all required certifications, licenses, permits, approvals, or other authorizations issued by Local, State, or Federal Governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business or ability to conduct its activities prior to the execution of the Grant Disbursement Agreement for that Grant-Funded Project? If the answer is "**No**", please explain: Yes No

2. Within the past five (5) years, has the Grantee or any Elected or Appointed Official on the Governing Board, Zoning Board, Planning Board, or other Municipal Board or body of the Grantee been subject to any of the following:
- | | | |
|---|-----|--|
| a) A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law? | Yes | No ☒ |
| b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process? | Yes | No ☒ |
| c) Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility? | Yes | No ☒ |
| d) Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract? | Yes | No ☒ |
| e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government? | Yes | No ☒ |
| f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency? | Yes | No ☒ |
| g) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency? | Yes | No ☒ |

- h) A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct?

Yes

No

x
- i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease?

Yes

No

x
- j) The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation?

Yes

No

x
- k) A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee?

Yes

No

x
- l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?

Yes

No

x
- m) A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws?

Yes

No

x
- n) A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:

- Unemployment insurance or workers' compensation coverage or claim requirements

Yes

No

x

- A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation?

Yes

No

x

For each “Yes” answer to questions 2a-n, provide details regarding the finding, including but not limited to cause, current status, resolution, etc.

3. During the past three (3) years, has the Grantee **failed** to file documentation requested by any regulating entity, with the Attorney General of the State of New York, or with any other Local, State, or Federal entity that has made a formal request for information?

Yes

No

x

If “Yes”, indicate the years the Grantee fails to file the requested information and the current status of the matter:

4. During the past three (3) years, has the Grantee had any Governmental audits conducted that revealed material weaknesses in the Grantee's system of internal controls or was non-compliant with contractual agreements or any material disallowance? Yes No ☒

If "Yes", please provide details and what has been done to rectify the weakness or non-compliance(s). If a Corrective Action Plan was required, please provide details:

CERTIFICATION

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee’s business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee’s responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

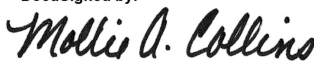
DocuSigned by:



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Signature of Authorized Officer

DocuSigned by:



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Signature of Authorized Officer

Peter Comenzo

Printed Name of Authorized Officer

Mollie Collins

Printed Name of Authorized Officer

Senior Planner - Grant Coordinator

Title of Authorized Officer

Supervisor Town of Rotterdam

Title of Authorized Officer

9/19/2022

Date Signed

9/20/2022

Date Signed

EXHIBIT D: Disbursement Terms

Town of Rotterdam
Construction of a Water Line along Sartoli Avenue
Project ID: 24356

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

EXHIBIT E: Payment Requisition Form and Dual Certification

Town of Rotterdam
Construction of a Water Line along Sartoli Avenue
Project ID: 24356

For Office Use Only:

FMS#: 135768

Payment Request #

For work completed between / / and / /

THIS REQUEST:

A: DASNY SHARE*		B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
\$	\$125,000.00			

* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of theTown of Rotterdam, for Project #24356.

We hereby warrant and represent to DASNY that:

- 1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request #_____ attached hereto in the amount of \$_____ for which Town of Rotterdam, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Town of Rotterdam (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
- 2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
- 3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
- 4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
- 5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
- 6. We have the authority to submit this requisition on behalf of Town of Rotterdam. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
- 7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents (Please check off all that apply):
 - ☐ Readable copies of both front and back of canceled checks.
 - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
 - ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
 - ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
 - ☐ Other:

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT E-I: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

*Re: State and Municipalities ("SAM") Grant
Construction of a Water Line along Sartoli Avenue
Project No. 24356*

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) ☐	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR	
2) ☐	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: ACCOUNT NAME: _____ ABA #:
OR	

- 3) ☐ We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a **segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.** The wire instructions for this account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

If any further information is needed, please contact me at (____) _____.

Please sign and return these documents to DASNY at apgrants@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT E-2: Payment Requisition Back-up Summary

Town of Rotterdam
Construction of a Water Line along Sartoli Avenue
Project ID: 24356

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

EXHIBIT F**NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT**

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer (“AAO”)

Shall mean DASNY’s Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise (“MBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise (“WBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

Certificate Of Completion

Envelope Id: 783C03BCE6C64F948E659279EC219589

Status: Sent

Subject: 24356 - Town of Rotterdam - DASNY Grant Disbursement Agreement - Signature Required

Grantee ID:

Project ID: 24356

Source Envelope:

Document Pages: 32

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Vincent Blond

AutoNav: Enabled

515 Broadway

Enveloped Stamping: Enabled

Albany, NY 12207

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

vblond@dasny.org

IP Address: 144.121.77.34

Record Tracking

Status: Original

Holder: Vincent Blond

Location: DocuSign

3/16/2023 3:16:06 PM

vblond@dasny.org

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: Dormitory Authority - State of New York

Location: DocuSign

Signer Events**Signature****Timestamp**

Mollie Collins

mcollins@rotterdamny.org

Supervisor Town of Rotterdam

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Sent: 3/16/2023 3:22:18 PM

Viewed: 3/16/2023 4:29:20 PM

Signed: 3/20/2023 3:53:47 PM

Signature Adoption: Pre-selected Style

Using IP Address: 24.97.174.34

Electronic Record and Signature Disclosure:

Accepted: 3/16/2023 4:29:20 PM

ID: fb38b63f-ed42-4220-9c9c-6111f825bcc5

Courtney E. Heinel

CHeinel@rwgmlaw.com

Roemer Wallens Gold & Mineaux LLP

Security Level: Email, Account Authentication
(None)

DocuSigned by:


4E3A59DAC513498...

Sent: 3/20/2023 3:53:50 PM

Viewed: 3/20/2023 3:54:32 PM

Signed: 3/20/2023 3:55:55 PM

Signature Adoption: Pre-selected Style

Using IP Address: 72.0.152.250

Electronic Record and Signature Disclosure:

Accepted: 3/20/2023 3:54:32 PM

ID: de368a17-852b-4823-adfd-3af174f5d017

Vincent Blond

vblond@dasny.org

President and CEO

DASNY

Security Level: Email, Account Authentication
(None)
DS
VB

Sent: 3/20/2023 3:55:57 PM

Viewed: 3/21/2023 8:52:42 AM

Signed: 3/21/2023 8:53:56 AM

Signature Adoption: Pre-selected Style

Using IP Address: 144.121.77.34

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

DASNY Legal Reviewers

Sent: 3/21/2023 8:53:59 AM

Signing Group: DASNY Legal Reviewers

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
DASNY Authorized Officers Signing Group: DASNY Authorized Officers Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Accounts Payable apgrants@dasny.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Grants Staff grants@dasny.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/16/2023 3:22:18 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dormitory Authority - State of New York (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dormitory Authority - State of New York:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dasnyinfo@dasny.org

To advise Dormitory Authority - State of New York of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dasnyinfo@dasny.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dormitory Authority - State of New York

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dormitory Authority - State of New York

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

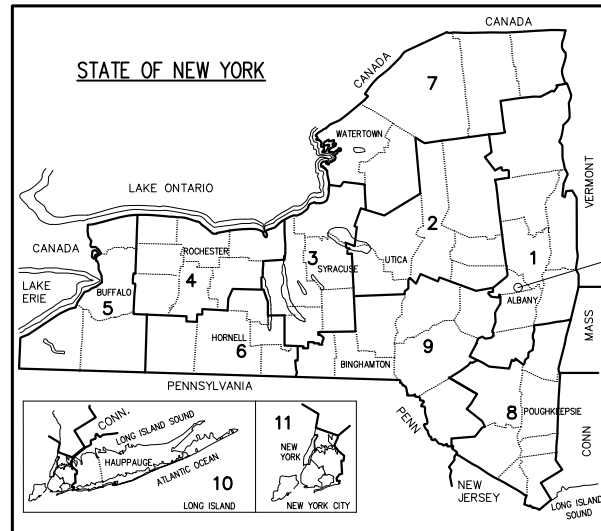
The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dormitory Authority - State of New York as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dormitory Authority - State of New York during the course of your relationship with Dormitory Authority - State of New York.



- PROJECT LOCATION



SARTOLI AVE. & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY
RECONSTRUCTION, AND NEW WATER SYSTEM
TOWN OF ROTTERDAM, SCHENECTADY COUNTY, NY
DECEMBER 2023

THE LATEST REVISIONS OF THE STANDARD SHEETS MAINTAINED BY THE NYSOT, WHICH ARE CURRENT ON THE DATE OF ADVERTISEMENT FOR BIDS, SHALL BE CONSIDERED TO BE IN EFFECT. ALL PAY ITEMS AND WORK CONTAINED IN THE CONTRACT AND ANY ADDITIONAL PAY ITEMS AND WORK ENCOUNTERED DURING THE COURSE OF THE CONTRACT SHALL BE SUBJECT TO THE APPLICABLE STANDARD SHEET(S) UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.

ALL WORK CONTEMPLATED UNDER THIS CONTRACT IS TO BE COVERED BY AND IN CONFORMITY WITH THE STANDARD SPECIFICATIONS (US CUSTOMARY) REFERENCED IN THE CONTRACT PROJECT "PROPOSAL" EXCEPT AS MODIFIED BY THESE PLANS OR BY CHANGES SET FORTH IN THE CONTRACT PROJECT "PROPOSAL."

CONSTRUCTION DOCUMENTS

CONTRACTOR'S NAME _____

AWARD DATE _____

COMPLETION DATE _____

FINAL ACCEPTANCE DATE _____

REGIONAL DIRECTOR _____

ENGINEER IN CHARGE _____

FINAL COST TOTAL _____



PROJECT LOCATION
NOT TO SCALE

— SARTOLI AVENUE
— KINGS ROAD

APPROVED BY

MOLLIE A. COLLINS
TOWN OF ROTTERDAM, SUPERVISOR

DATE _____

PREPARED AND
RECOMMENDED BY: RYAN TRUNKO, PE



GPI
GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS
80 WOLF ROAD, SUITE 300
ALBANY, NY 12205

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS TOWN OF ROTTERDAM			
SCHENECTADY COUNTY			
FED. ROAD REG. NO.	STATE	SHEET NO.	TOTAL SHEETS
1	N.Y.	1	27
CAPITAL PROJECT IDENTIFICATION NO.		N/A	
INDEX ON SHEET NO.		<u>2</u>	

DESIGN SUPERVISOR E. MASTROIANNI JOB MANAGER R. TRUNKO DESIGN A. LAPOLT CHECK C. CORNWELL DRAFTING A. LAPOLT CHECK C. CORNWELL PROJECT MANAGER R. TRUNKO

EXISTING CONDITIONS LEGEND:

- PROPERTY LINE
- SETBACK LINE
- WETLAND BOUNDARY
- TEST PIT LOCATION
- SOIL BORING LOCATION

DEMOLITION LEGEND:

- DISTURBANCE LIMITS
- EXISTING BUILDING OUTLINE
- SAWCUT LINE
- REMOVE LINEAR ITEM
- WETLAND PROTECTION FENCING
- EXISTING PAVEMENT AREA TO BE REMOVED
- EXISTING GRAVEL AREA TO BE REMOVED
- EXISTING STRUCTURE TO BE REMOVED
- CLEAR AND GRUB EXISTING VEGETATION
- EXISTING ITEM TO BE REMOVED
- EXISTING TREE TO BE REMOVED
- TREE PROTECTION FENCE

LIGHTING AND LANDSCAPING LEGEND:

- STORMWATER MANAGEMENT AREA
- PROPOSED DECIDUOUS TREE
- PROPOSED CONIFEROUS TREE
- PROPOSED SHRUBS
- PLANT TYPE
- QUANTITY OF PLANT
- PROPOSED LIGHT POST

EROSION AND SEDIMENT CONTROL LEGEND:

- PROPOSED SILT FENCE
- PROPOSED COMPOST FILTER SOCK
- WETLAND PROTECTION FENCING
- PROPOSED RIP-RAP STONE
- PROPOSED JUTE MESH
- FILTER FABRIC DROP INLET PROTECTION

SITE LAYOUT LEGEND:

- PROPOSED BUILDING OUTLINE
- ROAD CENTERLINE
- PROPOSED CHAIN LINK FENCE
- PROPOSED ORNAMENTAL FENCE
- PROPOSED TIMBER BARRIER RAIL
- PROPOSED BOX BEAM GUIDERAIL
- STORMWATER MANAGEMENT AREA

- PROPOSED ASPHALT PAVEMENT
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED RIP-RAP STONE
- PROPOSED SIGN
- PROPOSED PARKING COUNT

GRADING LEGEND:

- SWALE LINE
- PROPOSED RIP-RAP STONE
- MAJOR CONTOUR
- MINOR CONTOUR
- SPOT ELEVATION

UTILITY LEGEND:

- SWALE LINE
- ST STORM PIPE
- RD ROOF DRAIN
- UD UNDER DRAIN
- FD FOUNDATION DRAIN
- SA SANITARY PIPE
- FM SANITARY FORCE MAIN
- W WATER LINE
- G GAS MAIN
- UE UNDERGROUND ELECTRIC
- OHW OVERHEAD WIRE
- T TELECOMMUNICATION LINE
- FO FIBER OPTIC CABLE
- PROPOSED CATCH BASIN
- PROPOSED DRAINAGE MANHOLE
- PROPOSED SANITARY MANHOLE
- PROPOSED CLEANOUT
- FIRE HYDRANT
- PROPOSED WATER VALVE
- UTILITY POLE
- PROPOSED LIGHT POST

ABBREVIATIONS:

- TF TOP OF FRAME
- HP HIGH POINT
- LP LOW POINT
- TC TOP OF CURB
- BC BOTTOM OF CURB
- INV INVERT
- ME MATCH EXISTING
- TW TOP OF RETAINING WALL
- BW BOTTOM OF RETAINING WALL

INDEX		TOTAL NUMBER OF SHEETS	24
SHEET NUMBER	DESCRIPTION	DRAWING NUMBER	
1	TITLE SHEET	COVER	
2	LEGEND, INDEX AND ABBREVIATIONS	LEG-1	
3	TYPICAL SECTIONS	TYP-1	
4	WORK DETOUR PLAN	WZT-1	
5	GENERAL NOTES	GNN-1	
6	TEMPORARY EROSION CONTROL NOTES	ECN-1	
7-10	MISCELLANEOUS DETAILS	MSD-1 TO MSD-4	
11-13	MISCELLANEOUS TABLES	MST-1 TO MST-3	
14-22	GENERAL PLANS	GNP-0 TO GNP-8	
23-27	PROFILES	PRO-1 TO PRO-5	

AFFIX SEAL: GREENMAN – PEDERSEN, INC ON:

ALTERED BY: ON:



AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.

New York State Department of Transportation Standard Sheets

The following NYSDOT standard sheets marked with an "X" apply to this project.

X	SHEET NO.	X	SHEET NO.	X	SHEET NO.	X	SHEET NO.	X	SHEET NO.	X	SHEET NO.	X	SHEET NO.
X	203-01		502-05		606-04		606-33	X	645-01		655-05		680-10
	203-02		502-06		606-05		606-36		645-02		655-06		680-11
	203-03		502-07		606-06		606-37	X	645-03		655-07		680-12
X	203-04		502-08		606-07		606-38		645-05		655-08		680-13
X	203-05		502-09		606-08		606-40		645-06	X	663-01		680-14
	204-01		502-10		606-09		606-41		645-07	X	663-02		680-16
X	209-01		502-11		606-10		606-42		645-09	X	663-03		680-17
	209-02		502-12		606-11		606-43		645-10	X	663-04	X	685-01
X	209-03		502-13		606-13		606-44		645-11	X	663-05		
	209-04		502-14		606-14		607-01		645-12		663-06		
	209-05		554-01		606-15	X	607-04		645-14	X	663-07		
	209-06		554-02		606-18		607-05		646-11		664-01		
	209-07		601-01		606-19	X	607-06		646-12		670-01		
	212-01	X	603-01		606-20		608-01		646-13		670-02		
	212-02	X	603-02		606-21		608-02		646-14		670-03		
	212-03		603-03		606-22	X	608-03		646-15		680-01		
	212-04	X	603-04		606-24		608-07		646-16		680-02		
	212-05		603-05		606-25		609-01		649-02		680-03		
X	402-01		604-01		606-27		611-01		649-03		680-04		
	502-01	X	604-02		606-28		624-01		649-04		680-05		
	502-02		605-01		606-29		625-01		655-01		680-06		
	502-03		606-01		606-31		630-01		655-02		680-07		
	502-04		606-02		606-32		632-01	X	655-04		680-08		

The officially adopted New York State Department of Transportation Standard Sheets book is available on the NYSDOT website at:

<https://www.dot.ny.gov/main/business-center/engineering/specifications/busi-e-standards-usc>

New York State Department of Transportation -

619 Standard Sheets

The following NYSDOT standard sheets marked with an "X" apply to this project.

X	SHEET NO.	X	SHEET NO.	X	SHEET NO.	X	SHEET NO.	X	SHEET NO.
	619-001		619-091		619-060		619-325		619-518
X	619-002		619-110		619-305		619-401		619-519
	619-004		619-111		619-306		619-402		619-520
X	619-010		619-112		619-307		619-403		619-523
X	619-011		619-113		619-308		619-407		619-524
X	619-012		619-114		619-309		619-410		
	619-021		619-201		619-310		619-412		
	619-022		619-202		619-311		619-414		
	619-024		619-203		619-312		619-415		
	619-025		619-205		619-313		619-416		
	619-026		619-206		619-314		619-417		
	619-031		619-207		619-315		619-418		
	619-033		619-208		619-316		619-421		
	619-034		619-209		619-317		619-422		
	619-041		619-211		619-318		619-423		
	619-042		619-212		619-319		619-501		
	619-043		619-301		619-321		619-502		
	619-044		619-302		619-322	X	619-503		
X	619-060		619-303		619-323		619-504		
	619-080		619-304		619-324		619-517		

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ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

CONTRACT NUMBER

LEGEND

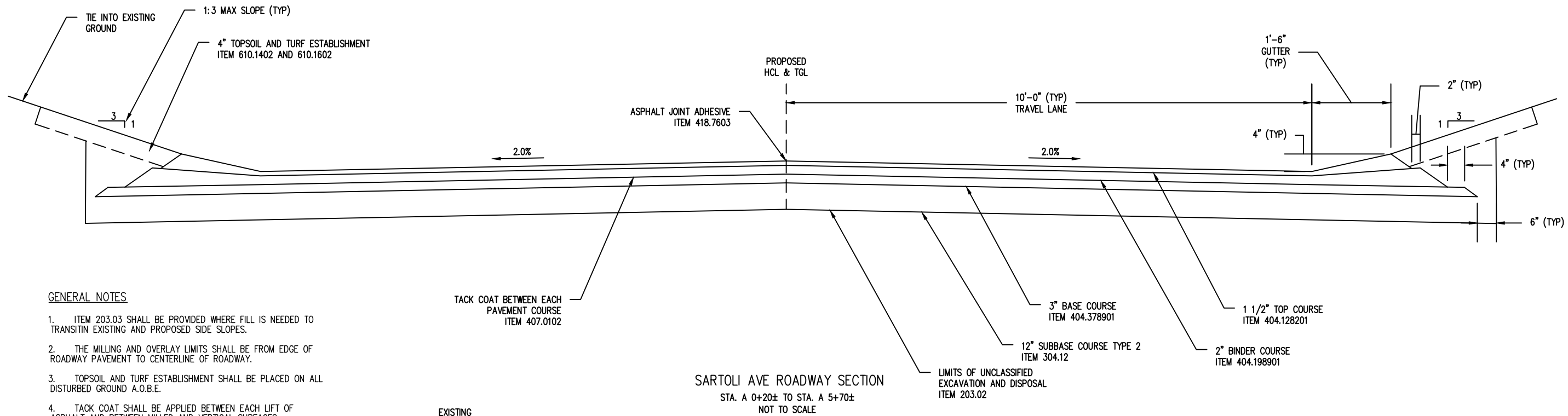
DRAWING NO. LEG-1
SHEET NO. 2

GPI GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS

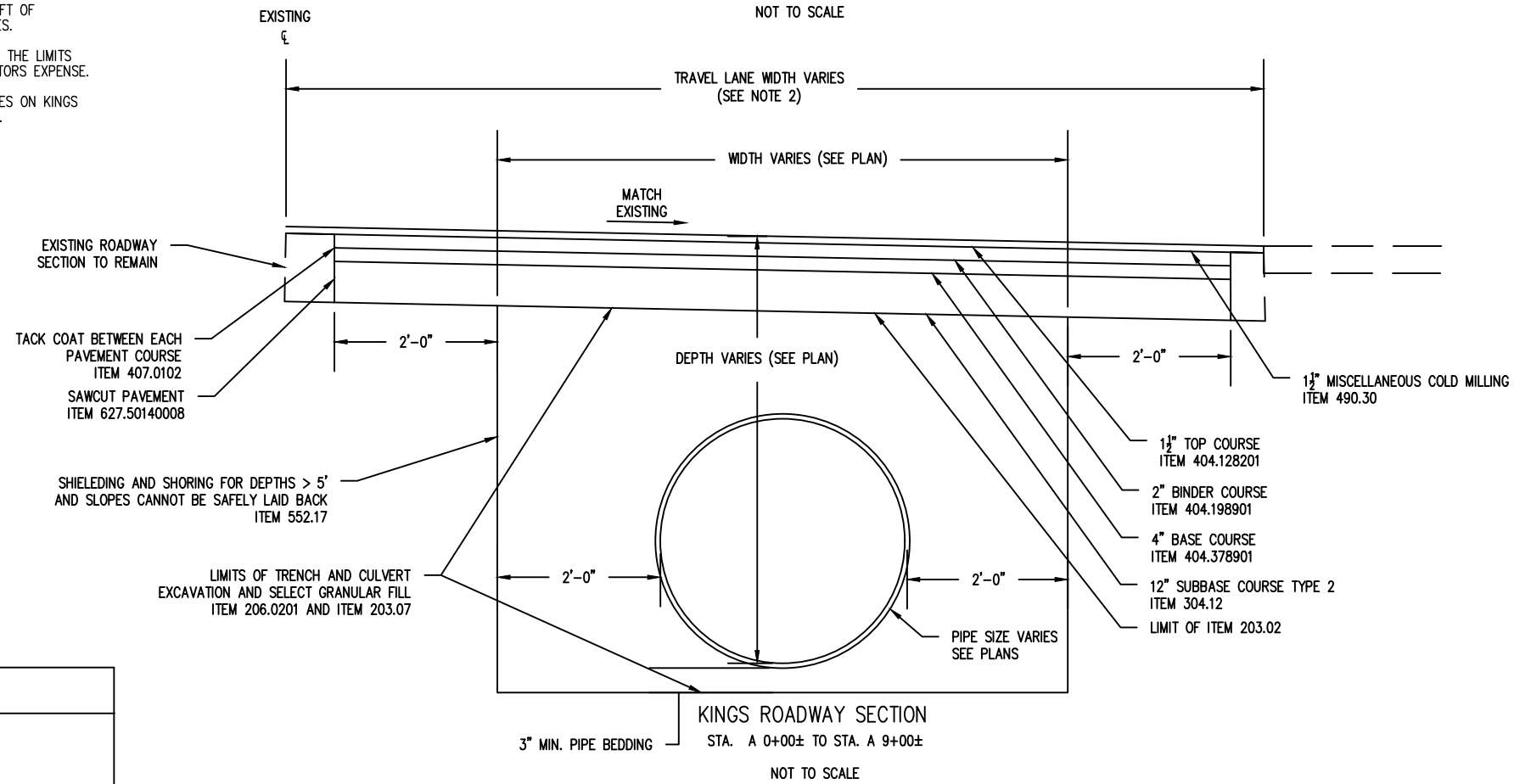


TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

January 10, 2024



1. ITEM 203.03 SHALL BE PROVIDED WHERE FILL IS NEEDED TO TRANSITION EXISTING AND PROPOSED SIDE SLOPES.
2. THE MILLING AND OVERLAY LIMITS SHALL BE FROM EDGE OF ROADWAY PAVEMENT TO CENTERLINE OF ROADWAY.
3. TOPSOIL AND TURF ESTABLISHMENT SHALL BE PLACED ON ALL DISTURBED GROUND A.O.B.E.
4. TACK COAT SHALL BE APPLIED BETWEEN EACH LIFT OF ASPHALT AND BETWEEN MILLED AND VERTICAL SURFACES.
5. ANY DAMAGE TO EXISTING PAVEMENT OUTSIDE OF THE LIMITS SHOWN SHALL BE REPLACED IN KIND AT THE CONTRACTORS EXPENSE.
6. DUE TO THE EXISTENCE OF UNDERGROUND UTILITIES ON KINGS ROAD VIBRATORY COMPACTION SHALL NOT BE ALLOWED.



AFFIX SEAL: GREENMAN – PEDERSEN, INC ON:	ALTERED BY: ON:
	

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,			ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER	
	ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM			TYPICAL SECTIONS	DRAWING NO. TYP-1 SHEET NO. 3	
	COUNTY: SCHENECTADY					
	TOWN: ROTTERDAM			IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.		
			 GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS		TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS	

DESIGN SUPERVISOR

F. MASTROIANNI

JOB MANAGER

R. TRUNKO

DESIGN

A. LAPOLT

CHECK

C. CORNWELL

DRAFTING

A. LAPOLT

CHECK

C. CORNWELL

PROJECT MANAGER

C. CORNWELL

TRUNKO

R.



- SIGNAGE NOTES:**
1. ALL SIGNS AND PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE NYSDOT STANDARD SPECIFICATIONS, SECTION 619 AND THE "NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" – 2009 EDITION AND THE "NYS SUPPLEMENT."

2. SIGN POST SHALL BE IN ACCORDANCE W/ NYSDOT STANDARD SPECS SECTION 730.

3. SIGN MOUNTING HEIGHT SHALL BE A MINIMUM OF 7'. MINIMUM MOUNTING HEIGHT MAY BE ADJUSTED ONLY IN ACCORDANCE WITH PROVISIONS OUTLINED IN THE "NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" – 2009 EDITION AND THE "NYS SUPPLEMENT."
4. WZTC DETOUR SIGNAGE SHALL BE IN ACCORDANCE WITH NYSDOT STANDARD SHEET 619–503

5. ACCESS TO ALL DRIVEWAYS ON KINGS ROAD, SARTOLI AVENUE, AND ROME AVENUE MUST BE MAINTAINED AT ALL TIMES.

6. SIGN NUMBERS 4 AND 5 SHALL BE MOUNTED ON TYPE III CONSTRUCTION BARRICADES.

7. DETOUR SIGNS MAY NEED TO BE MODIFIED DUE TO THE DETOUR PLAN ASSOCIATED WITH THE CLOSURE OF THE KINGS ROAD BRIDGE.

8. FLAGGERS AND OTHER DEVICES WILL NEED TO BE PROVIDED TO MAINTAIN LOCAL TRAFFIC ON KINGS ROAD, SARTOLI AVENUE, AND ROME AVENUE. COST TO BE INCLUDED UNDER ITEM 619.01.

AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

ALTERED BY:
ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,			ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM				
	COUNTY: SCHENECTADY				DRAWING NO. WZT-1
	TOWN: ROTTERDAM				SHEET NO. 4
IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.				GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS	TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS

SIGN SCHEDULE					
SIGN NO.	SIGN FACE	NUMBER	MIN SIZE	COLORS	
				BCK GRND	LEGEND
1		W20–2	36"x36"	ORANGE	BLACK
2		W20–3R	36"x36"	ORANGE	BLACK
3		W20–3R	36"x36"	ORANGE	BLACK
4		R11–4	60"x30"	WHITE	BLACK
		M4–10L	48"x18"	ORANGE	BLACK
5		R11–4	60"x30"	WHITE	BLACK
		M4–10R	48"x18"	ORANGE	BLACK
6		M4–8 D3–1 M6–3	24"x12" VARIESx12" 21"x15"	ORANGE ORANGE WHITE	BLACK BLACK BLACK
7		M4–9R	30"x24"	ORANGE	BLACK
8		M4–9L	30"x24"	ORANGE	BLACK
9		M4–8a	24"x18"	ORANGE	BLACK

GENERAL NOTES

1.

MATERIAL AND CONSTRUCTION SPECIFICATIONS: "STANDARD SPECIFICATIONS, CONSTRUCTION AND MATERIALS". NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSOT) OFFICE OF ENGINEERING, DATED JANUARY 1, 2023 WITH CURRENT ADDITIONS AND MODIFICATIONS, SHALL BE IN EFFECT FOR THIS PROJECT.
2.

CURRENT NATIONAL "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) WITH NEW YORK STATE SUPPLEMENT SHALL BE IN EFFECT FOR THIS PROJECT.
3.

ADDITIONAL NOTES MAY BE FOUND ON SUBSEQUENT DRAWINGS. SUCH NOTES, WHILE PERTAINING TO THE SPECIFIC DRAWING THEY ARE PLACED ON, ALSO SUPPLEMENT THE GENERAL NOTES LISTED HEREIN.
4.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT DUE TO THE NATURE OF RECONSTRUCTION PROJECTS, THE EXACT EXTENT OF THE WORK CANNOT ALWAYS BE ACCURATELY DETERMINED PRIOR TO THE COMMENCEMENT. THESE CONTRACT DOCUMENTS HAVE BEEN PREPARED BASED ON FIELD INSPECTION AND OTHER INFORMATION AVAILABLE AT THE TIME. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS TO CONSTRUCTION DETAILS AND WORK QUANTITIES. THE CONTRACTOR SHALL PERFORM THE WORK IN ACCORDANCE WITH THE FIELD CONDITIONS AND A.O.B.E.
5.

THE CONTRACTOR SHALL EXAMINE AND VERIFY IN THE FIELD ALL EXISTING CONDITIONS AND DIMENSIONS WITH THOSE SHOWN ON THE PLANS. THE CONTRACTOR SHALL USE THE FIELD CONDITIONS AND DIMENSIONS, AND MAKE THE APPROPRIATE CHANGES TO THOSE SHOWN ON THE PLANS AS APPROVED BY THE ENGINEER. THE RESULTS OF THIS CHECK OF CONDITIONS AND DIMENSIONS SHALL BE SO NOTED ON THE DRAWINGS SUBMITTED FOR APPROVAL.
6.

THERE SHALL BE NO CLAIM AGAINST THE TOWN OR COUNTY BY THE CONTRACTOR FOR WORK PERTAINING TO MODIFICATIONS AS MAY BE REQUIRED DUE TO ANY DIFFERENCE BETWEEN ACTUAL FIELD CONDITIONS AND THOSE SHOWN BY THE DETAILS AND DIMENSIONS ON THE CONTRACT PLANS. THE CONTRACTOR WILL BE PAID AT THE UNIT BID PRICE FOR THE ACTUAL QUANTITIES OF MATERIALS USED OR FOR THE WORK PERFORMED, AS INDICATED BY THE VARIOUS ITEMS IN THE CONTRACT.
7.

AT ALL TIMES, THE CONTRACTOR SHALL TAKE MEASURES TO PROVIDE POSITIVE DRAINAGE OF SURFACE RUNOFF FROM THE TRAVEL LANES AND CONTROL OF THE RUNOFF TO PREVENT EROSION, POLLUTION, SEDIMENTATION OR OTHER DISCHARGES WHICH WOULD AFFECT PROPERTIES ADJACENT TO THE WORK SITE. ALL MEASURES TAKEN TO PROVIDE POSITIVE DRAINAGE SHALL BE APPROVED BY THE ENGINEER PRIOR TO IMPLEMENTATION. THE COST FOR THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR VARIOUS ITEMS IN THE CONTRACT.
8.

THE CONTRACTOR SHOULD NOTE THAT ADDITIONAL WORK MAY BE REQUIRED AS THE CONTRACT PROGRESSES WHICH IS NOT SHOWN OR NOTED ON THE PLANS. THIS WORK SHALL BE PERFORMED BY THE CONTRACTOR AS ORDERED BY THE ENGINEER AND PAYMENT SHALL BE MADE IN ACCORDANCE WITH SECTION 100 OF THE NYSOT STANDARD SPECIFICATIONS BOOK.
9.

THE CLEARING AND GRUBBING ITEM SHALL CONSIST OF THE REMOVAL OF THE BRUSH AND TREE STUMPS WITHIN THE PROJECT LIMITS WHERE INDICATED ON THE PLANS AND A.O.B.E. IN ADDITION, TREE BRANCHES OVERHANGING THE EDGE OF THE PAVEMENT SHALL BE TRIMMED BACK TO PROVIDE A 16.0 FOOT VERTICAL CLEARANCE. THE COST OF THIS WORK SHALL BE INCLUDED UNDER ITEM 201.07--CLEARING & GRUBBING. SEE ADDITIONAL NOTES IN THIS DWG.
10.

NO PAYMENT SHALL BE MADE FOR WORK CALLED FOR BY NOTES ON THE PLANS, IN THE SPECIFICATIONS, OR UNDER THE HEADING GENERAL NOTES UNLESS PAYMENT IS SPECIFICALLY INDICATED BY ITEM NUMBER. THE COST OF WORK FOR WHICH NO SEPARATE PAYMENT IS INDICATED SHALL BE INCLUDED IN THE UNIT PRICES BID FOR THE VARIOUS ITEMS IN THE CONTRACT.
11.

WHENEVER ITEMS IN THE CONTRACT REQUIRE MATERIALS TO BE REMOVED AND DISPOSED, THE COST OF SUPPLYING A DISPOSAL AREA AND TRANSPORTATION TO THAT AREA SHALL BE INCLUDED IN THE PRICE BID FOR THOSE ITEMS.
12.

THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY SUPPORTS, BRACING OR OTHER DEVICES THAT MAY BE REQUIRED OR THAT MAY BE DIRECTED BY THE ENGINEER TO PROTECT THE SAFETY OF ADJACENT STRUCTURES, ROADWAYS OR THE VARIOUS ITEMS IN THE CONTRACT. NO SEPARATE PAYMENT SHALL BE MADE.
13.

PAVED AREAS DISTURBED BY THE CONTRACTOR AS PART OF WORK TO BE PERFORMED UNDER THIS CONTRACT, SHALL BE RESTORED TO AN ACCEPTABLE CONDITION AS SPECIFIED BY AND SATISFACTORY TO THE ENGINEER.
14.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR GUARDING AND PROTECTING ALL OPEN EXCAVATIONS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 107.05 "SAFETY & HEALTH REQUIREMENTS" OF THE NYSOT STANDARD SPECIFICATIONS. IN ADDITION, A MINIMUM OF 1-INCH THICK PLATE WILL BE REQUIRED OVER ALL EXCAVATIONS THAT ARE TO BE COVERED (A.O.B.E.). THE PLATES SHALL BE SECURELY FASTENED DOWN TO THE SATISFACTION OF THE ENGINEER AND SHALL BE STRUCTURALLY CAPABLE OF CARRYING ALL IMPOSED LOADS. THE COST SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.
15.

PROVISIONS TO DE-WATER EXCAVATIONS, DUE TO CONSTRUCTION OPERATIONS ALONG THE PROJECT MAY BE REQUIRED. THERE SHALL BE NO SEPARATE PAYMENT FOR ANY DE-WATERING SYSTEMS. COST SHALL BE INCLUDED IN THE PRICE BID FOR VARIOUS ITEMS IN THE CONTRACT.
16.

THE CONTRACTOR SHALL KEEP ALL DRAINAGE FACILITIES, WITHIN THE CONTRACT LIMITS, CLEAN AND FULLY OPERATIONAL AT ALL TIMES (A.O.B.E.). THIS WORK SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.
17.

THE CONTRACTOR SHALL PROVIDE SURVEY AND STAKEOUT AS REQUIRED AND IN ACCORDANCE WITH SECTION 625 OF THE STANDARD SPECIFICATIONS. COST FOR THIS WORK SHALL BE INCLUDED UNDER ITEM 625.01--SURVEY OPERATIONS.

18.

THE CONTRACTOR IS TO VISIT THE SITE BEFORE BIDDING TO BECOME FAMILIAR WITH THE PRESENT CONDITIONS AND TO JUDGE THE EXTENT AND NATURE OF THE WORK TO BE DONE UNDER THIS CONTRACT. NO EXTRA COMPENSATION WILL BE ALLOWED BECAUSE OF FAILURE TO INCLUDE IN THE BID ALL ITEMS AND MATERIALS WHICH ARE REQUIRED TO BE FURNISHED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
19.

THE CONTRACTOR IS REQUIRED TO PROTECT WORKERS AT ALL TIMES IN CONFORMANCE WITH APPLICABLE OSHA REGULATIONS.
20.

DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL CONDUCT WORK IN SUCH A MANNER AS TO PREVENT OR REDUCE TO A MINIMUM, ANY DAMAGE TO THE VARIOUS WATER BODIES FROM POLLUTION BY DEBRIS, SEDIMENT OR OTHER FOREIGN MATERIALS, OR FROM MANIPULATION OF EQUIPMENT AND/OR MATERIALS IN OR NEAR SUCH STREAMS. THE CONTRACTOR SHALL NOT RETURN DIRECTLY TO A STREAM ANY WATER WHICH HAS BEEN USED FOR WASH PURPOSES OR OTHER SIMILAR OPERATIONS WHICH CAUSE THIS WATER TO BECOME POLLUTED WITH SAND, SILT, CEMENT, OIL OR OTHER IMPURITIES.
21.

WATERING NEEDED FOR VEGETATION AND OTHER LANDSCAPING ITEMS SHALL BE INCLUDED UNDER EACH RESPECTIVE ITEMS IN THE CONTRACT.
22.

DETAILS ON THE DRAWINGS LABELED AS 'NOT TO SCALE' ARE INTENTIONALLY DRAWN NOT TO SCALE FOR VISUAL CLARITY. ALL OTHER DETAILS FOR WHICH NO SCALE IS SHOWN ARE DRAWN PROPORTIONALLY AND ARE FULLY DIMENSIONED.

UTILITY NOTES

1.

LOCATION OF UTILITIES, PUBLIC AND/OR PRIVATE, INDICATED ON THE PLANS AS EXISTING AND/OR TO BE CONSTRUCTED ARE APPROXIMATE ONLY. THEIR EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD. ADDITIONAL UTILITY LINES, WHETHER ABANDONED OR IN SERVICE, MAY EXIST AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT ALL OPERATIONS AND TAKE NECESSARY PRECAUTIONS SUCH THAT INTERFERENCE WITH OR DAMAGE TO THESE OR OTHER FACILITIES DURING THE COURSE OF CONSTRUCTION IS PREVENTED. PRIOR TO ANY EXCAVATION, THE CONTRACTOR IS TO CALL DIG SAFELY N.Y. TO HAVE UNDERGROUND UTILITIES LOCATED.
2.

IN THE EVENT THE CONTRACTOR DAMAGES AN EXISTING UTILITY SERVICE, CAUSING THE INTERRUPTION IN SAID SERVICE, THE CONTRACTOR SHALL IMMEDIATELY COMMENCE WORK TO RESTORE SERVICE AND MAY NOT CEASE WORK UNTIL SERVICE IS RESTORED. ALL COSTS TO REPAIR OR REPLACE DAMAGED UTILITIES SHALL BE AT THE EXPENSE OF THE CONTRACTOR. IF THE CONTRACTOR DOES NOT MAKE IMMEDIATE NECESSARY REPAIRS, THE RESPECTIVE OWNING COMPANIES OR MUNICIPAL FORCES MAY DO THE WORK, AND THE COST THEREOF CHARGED AGAINST THE CONTRACTOR.
3.

THE CONTRACTOR SHALL MAKE EXPLORATIONS AS MAY BE NECESSARY TO DETERMINE THE DIMENSIONS AND LOCATIONS OF LINES THAT MAY BE SUBJECT TO DAMAGE. COST TO BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.
4.

THE UNDERGROUND UTILITY INFORMATION SHOWN ON THE PLANS IS BASED UPON THE FOLLOWING:

QUALITY LEVEL C IS THE THIRD HIGHEST DEGREE OF ACCURACY. THE INFORMATION SHOWN ON THE PLANS HAS BEEN OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE- GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION. (SHOWN AS QLC).
5.

CONTRACTOR SHALL CONTACT DIGSAFE AT 811 BEFORE PERFORMING ANY EXCAVATION WORK.
6.

THE CONTRACTOR SHALL PROTECT ALL UNDERGROUND UTILITIES TO REMAIN IN PLACE FROM DAMAGE DURING THE CONSTRUCTION. METHODS OF PROTECTION MAY INCLUDE STEEL PLATES OVER THE UTILITY SO THAT WHEEL LOADINGS FROM CONSTRUCTION VEHICLES DO NOT DAMAGE THE UTILITY. THE COST OF PROVIDING PROTECTION OF UNDERGROUND UTILITIES SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT AND APPROVED BY THE ENGINEER.
7.

CONTRACTOR SHALL PROVIDE ALTERNATIVE BENCHMARK AND/OR BASELINE TIES IF IMPACTED DURING CONSTRUCTION. COST INCLUDED UNDER ITEM 625.01.

TREE/STUMP REMOVAL NOTES

1.

TREES ALONG MARTINALLA AVENUE HAVE BEEN CLEARED. STUMPS STILL REMAIN AND SHALL BE REMOVED UNDER ITEM 201.06 - CLEARING AND GRUBBING

ASPHALT/FUEL PRICE ADJUSTMENT NOTES

1.

THIS CONTRACT DOES NOT PROVIDE OR INCLUDE ANY PRICE ADJUSTMENTS OF ASPHALT OR FUEL.

ELECTRICAL SAFETY NOTES

1.

HIGH VOLTAGE LINE MAY BE PRESENT WITHIN THE PROJECT AREA. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY REQUIREMENTS.

PERMITS NOTES

1.

THE CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS PROVIDED IN THE BID DOCUMENTS. COST TO BE INCLUDED UNDER VARIOUS CONTRACT ITEMS AND NO SEPARATE PAYMENT WILL BE MADE.

APPLYING WATER

1.

THE CONTRACTOR SHALL APPLY WATER AS NEED FOR VARIOUS ITEMS IN CONTRACT. NO SEPARATE PAYMENT WILL BE MADE.

TEST PIT NOTES

1.

THE CONTRACTOR SHALL PERFORM TEST PIT EXCAVATION WHERE NECESSARY TO DETERMINE ANY POTENTIAL UTILITY CONFLICTS. COST TO BE INCLUDED UNDER ITEM 206.05. A TOTAL OF 25 TEST PITS (ONE FOR EACH ANTICIPATED UTILITY CROSSING) ARE ASSUMED.

TRAFFIC SIGN NOTES

1.

THE CONTRACTOR SHALL RELOCATE SIGNS IF IN CONFLICT WITH CONSTRUCTION AND REINSTALL ONCE NO LONGER IN CONFLICT. COST TO BE INCLUDED UNDER VARIOUS ITEMS LISTED IN THE CONTRACT.

DAMAGE TO EXISTING STRUCTURES; VEGETATION/SHRUBS; OR OTHER AMENITIES

1.

NUMEROUS STRUCTURES AND VEGETATION/SHRUBS ARE PRESENT WITHIN THE WORK LIMITS AND ARE TO REMAIN IN PLACE. THE CONTRACTOR SHALL TAKE EXTRA PRECAUTIONS NOT TO DAMAGE THESE ITEMS. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ALL DAMAGED CAUSED BY OPERATIONS TO THE EXISTING STRUCTURES OR MATERIALS WHICH ARE NOT INCLUDED AS PART OF THE INTENDED WORK. ALL DAMAGE TO THE EXISTING STRUCTURES OR MATERIALS WHICH ARE NOT PART OF THE INTENDED WORK SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR WITHOUT COST TO THE COUNTY AND TO THE SATISFACTION OF THE ENGINEER EXCEPT AS NOTED WITHIN.

EXCAVATION NOTES

1.

ASSUME SUBGRADE IMPROVEMENTS WILL NOT BE REQUIRED.
2.

ASSUME EXCAVATED MATERIAL IS NOT SUITABLE FOR EMBANKMENT CONSTRUCTION.

ENVIRONMENTAL PERMITS

1.

THE CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS PROVIDED IN THE CONSTRUCTION DOCUMENTS. COST SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.

TREE CUTTING RESTRICTIONS

1.

IN ORDER TO PREVENT ANY DIRECT IMPACT OF INDIANA BAT (MYOTIS SODALIS), AND NORTHERN LONG-EARED BAT (MYOTIS SEPTENTRIONALIS), BOTH FEDERAL AND STATE LISTED ENDANGERED SPECIES, THE CONTRACTOR'S ATTENTION IS HEREBY DIRECTED TO THE FACT THAT TREE CUTTING RESTRICTIONS APPLY TO TREES THAT ARE 3 INCHES OR GREATER IN DIAMETER AT BREAST HEIGHT (DBH).
2.

DUE TO THE POSSIBLE PRESENCE OF PROTECTED BAT SPECIES, THE CONTRACTOR SHALL BE AWARE THAT TREES 3" DIAMETER OR LARGER MEASURED AT BREAST HEIGHT CAN ONLY BE CUT FROM NOVEMBER 1ST TO MARCH 31ST. NO TREE CUTTING WILL OCCUR FROM APRIL 1 TO OCTOBER 31.
3.

IT IS ANTICIPATED THE TOWN OF ROTTERDAM WILL DROP ALL TREES WITHIN THE PROJECT CLEAR ZONE. THE CONTRACTOR SHALL REMOVE ALL UNDERLYING VEGETATION INCLUDING STUMPS AND DOWNED TREES UNDER ITEM 201.07.

RIGHT OF WAY NOTES

1.

ALL WORK TO BE PERFORMED UNDER THIS CONTRACT WILL BE WITHIN THE PUBLIC RIGHT-OF-WAY (ROW) IN ACCORDANCE WITH SECTION 105-15 OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR IS TO ASSURE HIMSELF THAT ALL WORK IS BEING PERFORMED WITHIN THE ROW, INCLUDING BUT NOT LIMITED TO VEHICLE ACCESS; STORAGE OF EQUIPMENT, MATERIALS, DEBRIS AND WASTE; LANDSCAPING; VEGETATION REMOVAL AND MANAGEMENT; GRADING, SEEDING AND THE INSTALLATION OF TURF; AND THE INSTALLATION OF ANY FENCES OR PROTECTIVE BARRIER.
2.

IF CONTRACTOR IS UNABLE TO IDENTIFY THE LIMITS OF THE RIGHTS-OF-WAY WHEN THE CONTRACT CALLS FOR WORK IN THOSE VICINITIES, THE CONTRACTOR MUST CONTACT THE PROJECT ENGINEER FOR DEFINITIVE BOUNDARY DETERMINATIONS BEFORE ANY WORK MAY BE INITIATED AT THOSE LOCATIONS (STANDARD SPECIFICATIONS SECTIONS 105-10 AND 625).
3.

IN ACCORDANCE WITH SECTION 107-13 OF THE STANDARD SPECIFICATIONS, RELEASES FOR ANY NON-ESSENTIAL CONTRACT WORK OUTSIDE OF THE EXISTING RIGHTS-OF-WAY, INCLUDING PLANTINGS, LANDSCAPING OR DRIVEWAY ENHANCEMENT, WILL BE PROVIDED BY THE PROJECT ENGINEER AND IN NO INSTANCE ARE TO BE SECURED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOT INVADE UPON PRIVATE PROPERTIES, LANDS OR BUILDINGS OUTSIDE OF THE RIGHTS-OF-WAY FOR ANY REASON WITHOUT FIRST SECURING WRITTEN PERMISSION FROM THE PROPERTY OWNER (STANDARD SPECIFICATIONS SECTIONS 105-15, 107-13).
4.

THE CONTRACTOR WILL BE HELD LIABLE FOR ANY DAMAGES DONE. ANY SUCH INJURIES OR DAMAGES SHALL BE SATISFACTORILY REPAIRED OR ITEMS REPLACED AT THE CONTRACTOR'S EXPENSE (STANDARD SPECIFICATIONS SECTION 107-08 AND 107-13).

MAILBOX NOTES

1.

IF ANY MAILBOXES ARE IMPACTED BY CONSTRUCTION, CONTRACTOR SHALL TEMPORARILY RELOCATE AND REINSTALL ONCE NO LONGER IN CONFLICT. COST TO BE INCLUDED UNDER ITEM 619.27.

SPECIAL NOTE FOR SARTOLI AVENUE

1.

WORK MUST BE COMPLETED UP TO BINDER COURSE WITHIN 30 CALENDAR DAYS FROM THE TIME ROAD IS REMOVED FOR THE INSTALLATION OF WATER AND/OR STORMWATER LINES. ACCESS TO ALL PROPERTIES MUST BE MAINTAINED AT ALL TIMES. COST FOR MAINTAINING ACCESS INCLUDING PROVIDING TEMPORARY ASPHALT OR SUBBASE MATERIAL IS INCLUDED UNDER 619.01.

AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

ALTERED BY:
ON:



AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,			ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER	
	ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM					
	COUNTY: SCHENECTADY			GENERAL NOTES	DRAWING NO. GNN-1	
	TOWN: ROTTERDAM				SHEET NO. 5	
IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.				 GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS		TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS

R. TRUNKO

PROJECT MANAGER

C. CORNWELL

CHECK

A. LAPOLT

DRAFTING

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CHECK

A. LAPOLT

DESIGN

R. TRUNKO

JOB MANAGER

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DESIGN SUPERVISOR

STORMWATER POLLUTION PREVENTION AND TEMPORARY SOIL EROSION AND SEDIMENT CONTROL – GENERAL REQUIREMENTS

1.

THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS FOR THIS CONTRACT AT ALL TIMES. WHENEVER SILTATION OR TURBIDITY IS DETECTED IN RECEIVING WATERS, WORK SHALL STOP AND CORRECTIVE MEASURES TAKEN TO STOP THE POLLUTION FROM OCCURRING. ALL MEASURES SHALL REMAIN IN PLACE UNTIL PERMANENT STABILIZATION IS OBTAINED.
2.

ALL SEDIMENT AND EROSION CONTROL WORK REQUIRED BY THE CONTRACT DOCUMENTS WILL BE COMPLETED UNDER THE PROVISIONS OF SECTION 209 – "TEMPORARY SOIL EROSION AND SEDIMENT CONTROL" AND ITEMS IN THE CONTRACT, WITH THE EXCEPTION OF WORK COMPLETED UNDER SEPARATE NON EROSION PAY ITEMS PROVIDED IN THIS CONTRACT.
3.

THE CONTRACTOR'S ATTENTION IS ALSO DIRECTED TO SECTION 107–12 "WATER QUALITY PROTECTION" OF THE SPECIFICATIONS. ANY ACTIVITY OR REVISION TO THE CONTRACT INITIATED BY THE CONTRACTOR SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 107–12 UNLESS OTHERWISE ORDERED BY THE ENGINEER.
4.

THE CONTRACTOR SHALL PREPARE A SCHEDULE FOR ACCOMPLISHING TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL WORK IN ACCORDANCE WITH SECTIONS 107–12 AND 209 OF THE SPECIFICATIONS. THE CONSTRAINTS OF SECTION 209 OF THE SPECIFICATIONS SHALL BE REFLECTED IN THE ESTIMATED DATE FOR COMPLETING PERMANENT EROSION AND SEDIMENT CONTROL WORK. PARTICULAR ATTENTION IS DIRECTED TO THE REQUIREMENTS THAT FINAL GRADING AND PERMANENT SEEDING OF DISTURBED AREAS OF THE CONTRACT OCCUR PROGRESSIVELY THROUGH CONSTRUCTION PERIOD. PERMANENTLY STABILIZE COMPLETED AREAS WHENEVER IT IS REASONABLE TO AS DETERMINED BY THE ENGINEER.
5.

THE CONTRACTOR SHALL PERFORM NECESSARY WORK TO ISOLATE CONSTRUCTION WORK AREAS AND ACTIVITIES, STAGING AREAS, PLATFORMS, OR OTHER AREAS TO BE DISTURBED FROM WATER COURSES PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL STABILIZE DISTURBED AREAS WITH APPROVED TEMPORARY OR PERMANENT EROSION CONTROL MEASURES IN ACCORDANCE WITH SECTION 209–3.04 – TEMPORARY SEED AND MULCH.
6.

THE CONTRACTOR SHALL CONDUCT WEEKLY INSPECTIONS OF TEMPORARY SEDIMENT AND POLLUTION CONTROL PRACTICES. SEEDED AND MULCH AREAS, EROSION CONTROL BLANKETS, OR OTHER CONTRACT WORK TO ENSURE THAT IT IS FUNCTIONING AS REQUIRED AND IS IN GOOD CONDITION. THE CONTRACTOR SHALL PROVIDE A WRITTEN REPORT OF THIS INSPECTION TO THE ENGINEER. WITHIN 24 HOURS AND, AS DIRECTED BY THE ENGINEER, SHALL MAKE APPROPRIATE CORRECTIONS AND REPLACEMENTS OR PERFORM MAINTENANCE (INCLUDING THE REMOVAL OF ACCUMULATED SILT) BY CLOSE OF BUSINESS ON THE DAY FOLLOWING THE INSPECTION, WHICH IS FRIDAY FOR WEEKLY INSPECTIONS. THE DESIGNATED DAY FOR WEEKLY INSPECTIONS FOLLOW– UP WORK AND REPORTS SHALL BE ADJUSTED APPROPRIATELY TO ACCOMMODATE FOR HOLIDAYS.
7.

THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRAINAGE SYSTEMS SO THAT THEY REMAIN FREE OF SEDIMENT AND DEBRIS DURING THE COURSE OF CONSTRUCTION. COST TO BE INCLUDED UNDER VARIOUS TEMPORARY SOIL EROSION CONTROL ITEMS. NO SEPARATE PAYMENT WILL BE MADE.
8.

SOIL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO STARTING THE CLEARING AND GRUBBING OPERATIONS AND EARTHWORK CONSTRUCTION. ALL APPROPRIATE DEVICES SHALL REMAIN IN PLACE UNTIL NEW SLOPES AND EXPOSED EARTHEN SURFACES ARE STABILIZED A.O.B.E. TEMPORARY SOIL EROSION DEVICES MAY BE LEFT IN PLACE AT COMPLETION OF THIS CONTRACT WITH PERMISSION OF THE ENGINEER. ALL OTHER DEVICES SHALL BE REMOVED AND THE DISTURBED AREA RESTORED UNDER SECTION 107–12 THE STANDARD SPECIFICATIONS, UNLESS OTHERWISE NOTED IN THE PLANS.
9.

ALL STOCKPILES OF ERODIBLE MATERIAL SHALL BE RINGED WITH SILT FENCE OR SEDIMENT FILTER LOG. ALL RUNOFF SHALL BE DIVERTED TO AN APPROPRIATE SEDIMENT CONTROL STRUCTURE. STOCKPILES EXPOSED FOR LONGER THAN 14 DAYS SHALL BE STABILIZED WITH TEMPORARY MULCH ITEM 209.1003, OR OTHER MEANS OF TEMPORARY STABILIZATION.
10.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND TAKE APPROPRIATE MEASURES TO PREVENT CONTAMINATION OF ALL WATER BODIES BY SILT, SEDIMENT, FUELS, SOLVENTS, LUBRICANTS, EPOXY COATINGS OR PAINT CONCRETE OR LEACHATE, DUST OR ANY OTHER POLLUTION ASSOCIATED WITH THE CONTRACTOR'S OPERATIONS.
11.

DURING CONCRETE POURING, NO FRESH CONCRETE LEACHATE, OR WASH WATER SHALL BE ALLOWED TO ENTER INTO ANY WATER BODY. POLLUTED WATER SHALL BE COLLECTED IN DESIGNATED CONCRETE WASHOUT AREAS AND TRANSPORTED TO AN OFF–SITE, APPROVED WASTE TREATMENT FACILITY OR DISPOSAL SITE.
12.

IF EARTHWORK IS PROPOSED ON SLOPES, TEMPORARY SEDIMENT FILTER LOGS (ITEM 209.2301) SHALL BE PLACED ALONG A CONTINUOUS CONTOUR BETWEEN PROPOSED DISTURBED AREAS AND ANY EXISTING DRAINAGE DITCH, WATER COURSE, OR IMPOUNDMENT PRIOR TO EARTH EXCAVATION OR DISTURBANCE ACTIVITIES UNLESS OTHERWISE APPROVED BY THE ENGINEER. TEMPORARY SEDIMENT FILTER LOGS SHALL BE MAINTAINED IN GOOD CONDITION UNTIL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED WITH TURF OR OTHER EROSION RESISTANT MATERIALS AS SPECIFIED IN THE CONTRACT DOCUMENTS.
13.

OTHER EROSION PROTECTION MEASURES OR STRUCTURES MAY BE REQUIRED AS CONDITIONS WARRANT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE PROTECTION FOR ANY WATER BODY ADJACENT TO OR DOWN GRADIENT FROM THE PROJECT, AND TO PROTECT ADJACENT PROPERTIES FROM DAMAGE UNTIL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED WITH TURF OR OTHER PERMANENT MEASURES AS CALLED FOR IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL REPLACE OR REPAIR POLLUTION CONTROL STRUCTURES THAT FAIL AS QUICKLY AS POSSIBLE. THE CONTRACTOR SHALL BE PAID FOR THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS UNDER APPROPRIATE PAYMENT ITEMS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 209 OF

THE SPECIFICATIONS. MULCH APPLIED FOR PERMANENT SEEDING SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 610.16010020 – TURF ESTABLISHMENT – ROADS.

14.

UNDER ITEM 610.16010020, THE CONTRACTOR IS TO USE A MIX CONTAINING 30% ANNUAL RYEGRASS (LOLIUM PERENNE SSP MULTIFLORUM) AND 70% MIXTURE OF 2 OR MORE NATIVE GRASSES SUCH AS BIG BLUESTEM (ANDROPOGON GERADII), LITTLE BLUESTEM (SCHIZAACHYRIUM SCOPARIUM) SWITCH GRASS (PANICUM VIRGATUM), INDIANGRASS (SORGHASTRUM NUTANS), TUFTED HAIRGRASS (DESCHAMISIA CESPITOSA), DEERTONGUE (DICHANTHELIUM CLANDESTINUM), CANADA WILD RYE (ELYMUS CANADENSIS), VIRGINIA WILD RYE (ELYMUS VIRGINICUS), AND/OR SIDEOATS GRAMA (BOUTELLOUA CURTIPENDULA) BE USED IN AREAS ADJACENT TO WETLANDS OR IN AREAS NOT TO BE MOWED REGULARLY. THE SEED MIX SHALL BE SEEDDED AT A RATE OF 30 LBS./ACRE.
15.

IN THE EVENT DEWATERING OPERATIONS BECOME NECESSARY, A SETTLING BASIN WILL BE REQUIRED UNLESS THE PUMP DISCHARGE IS FREE AND CLEAR OF SEDIMENT A.O.B.E. THE LOCATION AND DESIGN SHALL BE APPROVED BY THE ENGINEER. ALL COSTS TO BE INCLUDED IN THE UNIT BID PRICE OF VARIOUS EROSION CONTROL ITEMS. NO SEPARATE PAYMENT WILL BE MADE.
16.

IN ADDITION TO THE DETAILS AND SPECIFICATIONS PROVIDED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REFER TO THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROLS FOR ADDITIONAL INFORMATION REGARDING THE INTENDED PURPOSE, DESIGN CRITERIA, AND MATERIAL SPECIFICATIONS.
17.

EROSION CONTROL DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE NYSDOT STANDARD SHEETS.
18.

THE CONTRACTOR SHALL GRADE AND TRIM ALL SLOPES AS THE EXCAVATION PROGRESSES AND AT A MINIMUM MULCH ALL FINAL GRADED SLOPES WITHIN TWO DAYS OR AS ORDERED BY THE ENGINEER.
19.

THE CONTRACTOR SHALL HAVE A HYDROSEEDER AND/OR MULCHING MACHINE AVAILABLE FOR THE PROJECT AT ALL TIMES. COST TO BE INCLUDED UNDER ITEM 209.1003. FOR TEMPORARY STABILIZATION, ANNUAL RYEGRASS (LOLIUM PERENNE SSP MULTIFLORUM) SHALL BE USED AT A RATE OF 30 LBS/ACRE.
20.

ANY SCHEME PROPOSED BY THE CONTRACTOR TO ACCOMPLISH EROSION PREVENTION AND SEDIMENT CONTROL SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
21.

GRAVEL BAGS IF PROVIDED SHALL BE AS DESCRIBED IN SECTION 209–2.09 EXCEPT THAT ONLY GRAVEL FILL IS ACCEPTABLE. GRAVEL FILL SHALL BE FREE OF SILT AND GRAVEL BAGS WILL BE REMOVED IN THEIR ENTIRETY AT THE COMPLETION OF THE PROJECT. NO SAND BAGS WILL BE ALLOWED IN PLACE OF GRAVEL BAGS.
22.

THE CONTRACTOR, AS PART OF THE WORK TO BE PERFORMED SHALL NOT IMPACT THE EXISTING WATER FLOW IN ANY WATER BODY.

TEMPORARY SOIL EROSION CONTROL SEQUENCE OF INSTALLATION

1.

INSTALL TEMPORARY SOIL EROSION CONTROL DEVICES AS SHOWN ON THE PLANS.
2.

TREES ALONG MARTINALLA AVENUE HAVE BEEN CLEARED. STUMPS STILL REMAIN AND SHALL BE REMOVED UNDER ITEM 201.06 – CLEARING AND GRUBBING.
3.

WHERE BARE SOIL IS CREATED, INSTALL TEMPORARY SEED & MULCH TO PREVENT SOIL EROSION A.O.B.E. COST TO BE INCLUDED UNDER ITEM 209.1003.
4.

THE CONTRACTOR SHALL TOPSOIL AND SEED FINAL GRADED SLOPES AS SHOWN IN THE TYPICAL SECTIONS.
5.

THE CONTRACTOR SHALL MAINTAIN ALL TEMPORARY SOIL EROSION CONTROL DEVICES UNTIL TURF HAS BEEN ESTABLISHED. COST TO BE INCLUDED IN VARIOUS EROSION CONTROL ITEMS.

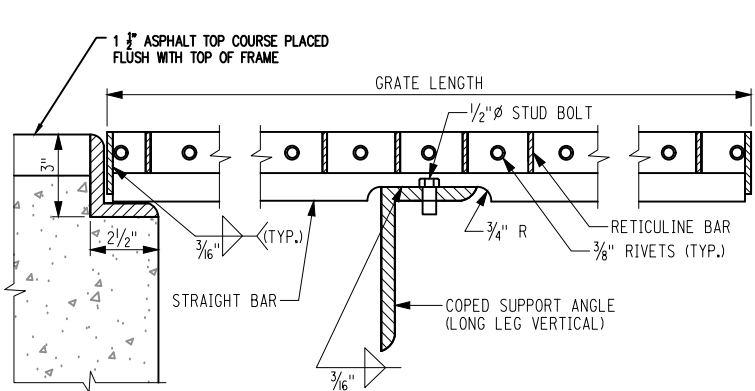
AFFIX SEAL: GREENMAN – PEDERSEN, INC ON:	ALTERED BY: ON:

AS–BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM
COUNTY: SCHENECTADY
TOWN: ROTTERDAM

IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED		CONTRACT NUMBER	
TEMPORARY EROSION CONTROL NOTES		DRAWING NO. ECN–1	
		SHEET NO. 6	
 GREENMAN–PEDERSEN, INC. CONSULTING ENGINEERS		TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS	

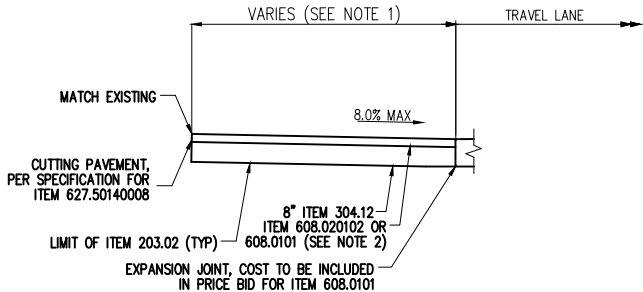


NOTES:

1. FRAME AND GRATE SHALL BE CAST INTO TOP SLAB OF STRUCTURE LEAVING 1/4" REVEAL ON THE FRAME TO ALLOW TOP COURSE OF ASPHALT TO BE PLACED FLUSH WITH FRAME.
2. SEE STANDARD SHEETS 604-02 AND 655-04 FOR DRAINAGE STRUCTURE REQUIREMENTS.

INTEGRAL FRAME AND GRATE

NOT TO SCALE

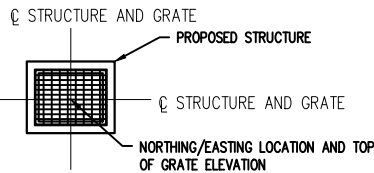


NOTES:

1. DRIVEWAY WIDTHS AND LENGTHS TO BE FIELD MEASURED TO MATCH EXISTING.
2. MATCH EXISTING MATERIAL TYPE AND THICKNESS.
3. REFER TO NYSDOT STANDARD SHEETS 608-03.

DRIVEWAY RESTORATION SECTION

NOT TO SCALE



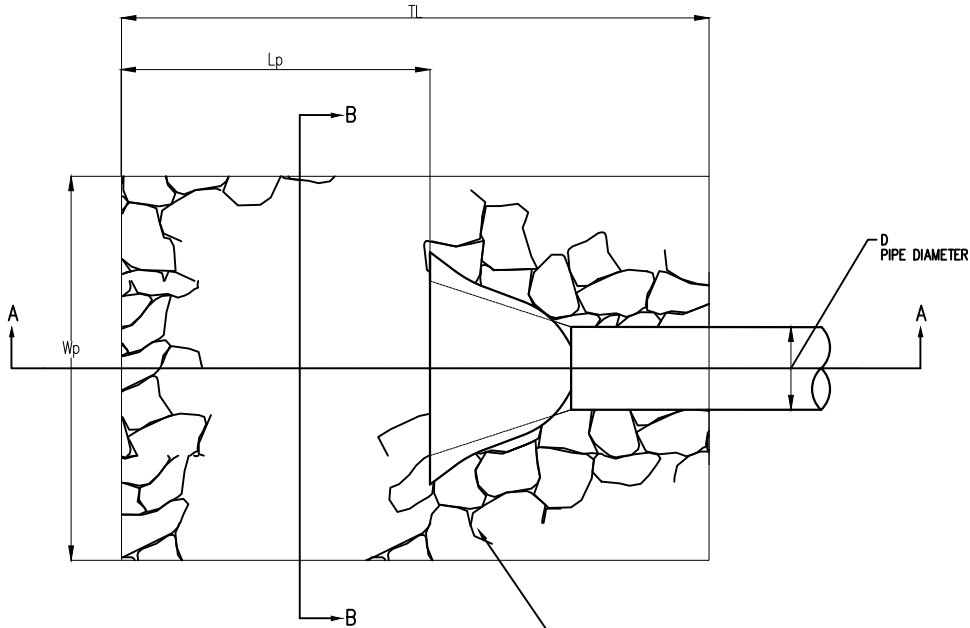
REFERENCE POINT FOR STRUCTURES IN UNCURBED LOCATIONS

NOT TO SCALE

LONGITUDINAL STONE APRON DIMENSION TABLE (TYP)			
PIPE DIA D	LENGTH Lp	LENGTH TL	WIDTH Wp
18"	6'-0"	12'-1"	6'-0"
36"	12'-0"	18'-9"	12'-0"
42"	14'-0"	21'-6"	14'-0"

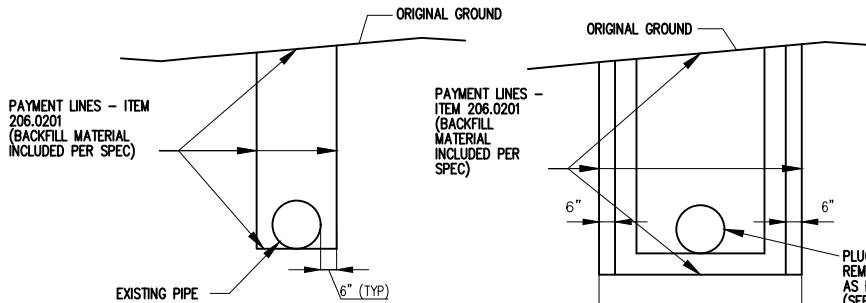
NOTES:

1. SEE DRT-DWGS FOR DRAINAGE ITEMS AND QUANTITIES.
2. REFER TO NYSDOT STANDARD SHEETS SECTIONS 203, 603, 604 AND 655 FOR ADDITIONAL INFORMATION AND DETAILS AS MAY BE NECESSARY.
3. SEE DRT-DWGS FOR STONE FILLING TABLE & DETAILS AND GENERAL PLAN.
4. COSTS FOR ITEM 206.0201 SHALL INCLUDE REMOVAL OF THE EXISTING PIPE, PIPE COLLAR, AND END SECTIONS AS APPROPRIATE.
5. SEE NYSDOT STANDARD SHEETS 603-01, 603-02 & 603-04 FOR END SECTIONS AND CAST-IN-PLACE CONCRETE CUT-OFF WALL DETAILS (TYP)
6. WITHIN THE AREA OF THE EXISTING DRAINAGE CHANNEL, THE CONTRACTOR SHALL EXCAVATE MATERIAL DEEMED UNSUITABLE BY ENGINEER TO BE PAID FOR UNDER ITEM 206.0201, TRENCH AND CULVERT EXCAVATION, AND BACKFILL WITH SELECT GRANULAR FILL ITEM 203.07. ASSUME 12" DEPTH ABOVE AND BELOW THE PIPE FOR ESTIMATING PURPOSES. SEE NYSDOT STANDARD SHEETS 203-05 FOR MINIMUM WIDTH.



STONE-LINED APRON DETAIL

NOT TO SCALE

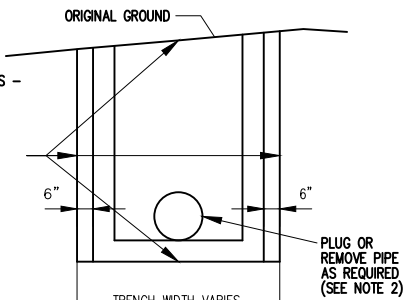


REMOVAL OF EXISTING PIPES

NOT TO SCALE

NOTES:

1. IF THE EXCAVATION LIMITS FOR THE INSTALLATION OF A NEW PIPE OVERLAPS THE EXCAVATION LIMITS FOR PIPE REMOVALS, PAYMENT FOR EXCAVATION SHALL BE PAID ONLY FOR NEW PIPE INSTALLATION.

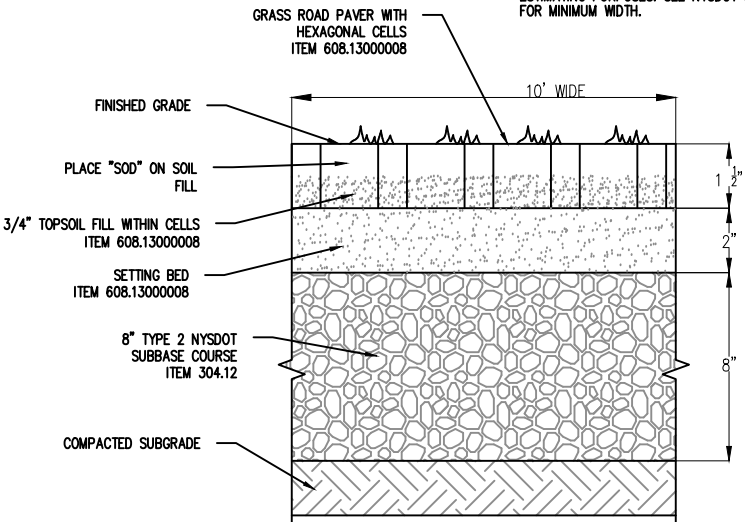


REMOVAL OF EXISTING DRAINAGE STRUCTURE

NOT TO SCALE

NOTES:

1. IF THE EXCAVATION LIMITS FOR THE INSTALLATION OF A NEW STRUCTURE OVERLAPS THE EXCAVATION LIMITS FOR STRUCTURE REMOVALS, PAYMENT FOR EXCAVATION SHALL BE PAID ONLY FOR NEW STRUCTURE INSTALLATION.
2. ALL PIPES TO BE ABANDONED SHALL BE PLUGGED. COST OF PLUGGING IS TO BE INCLUDED IN THE PRICE BID FOR VARIOUS DRAINAGE ITEMS IN THE CONTRACT.



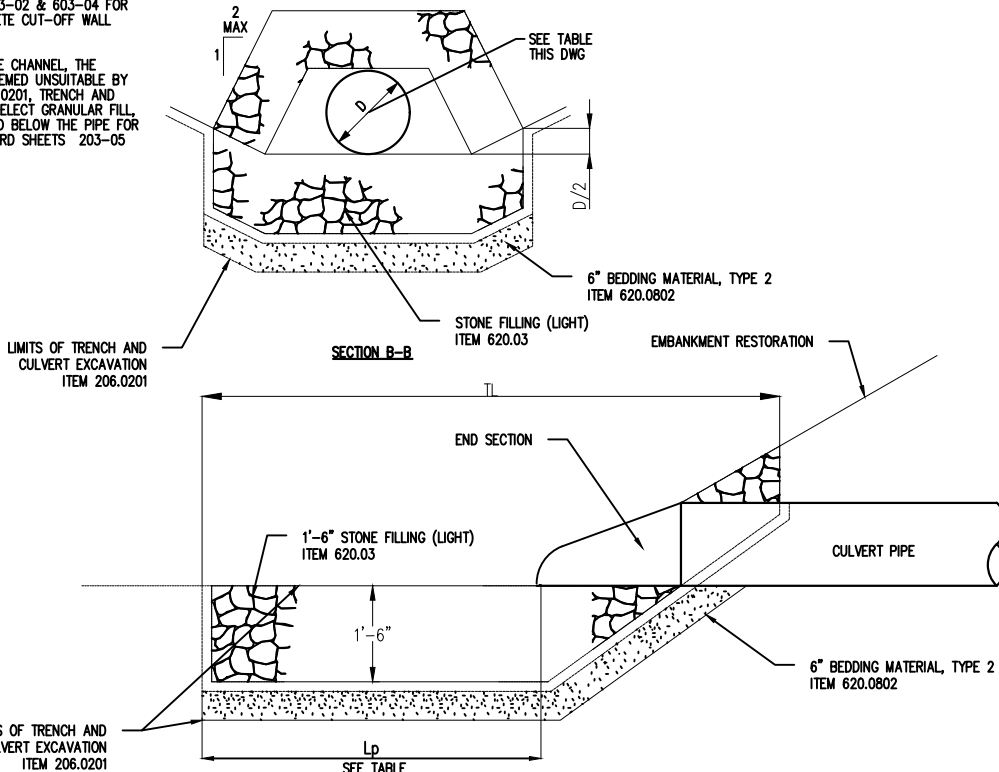
SECTION

NOTES:

1. GRASS ROAD PAVERS SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS. NDS TUFFTRACK HEAVY VEHICLE USED AS DESIGN BASIS, OR APPROVED EQUIVALENT.
2. REFER TO GNP-4, GNP-5, AND GNP-6 FOR WIDTH AND LENGTH.

GRASS ROAD PAVERS

NOT TO SCALE



SECTION B-B

END SECTION

SECTION A-A

AFFIX SEAL: GREENMAN - PEDERSEN, INC ON:

ALTERED BY: ON:



AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY

TOWN: ROTTERDAM

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

CONTRACT NUMBER

MISCELLANEOUS DETAILS

DRAWING NO. MSD-1
SHEET NO. 7

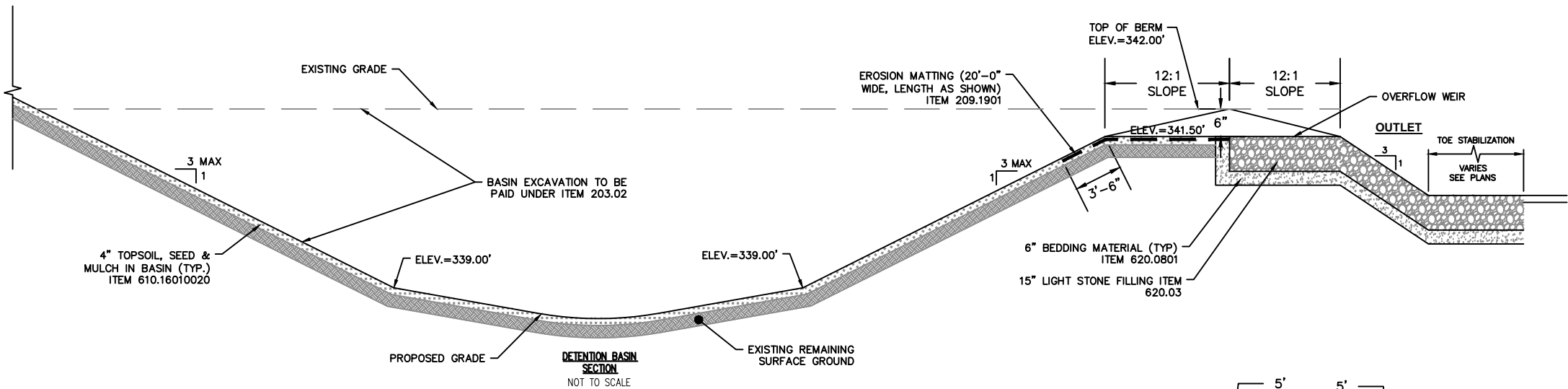
GPI GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS



TOWN OF ROTTERDAM
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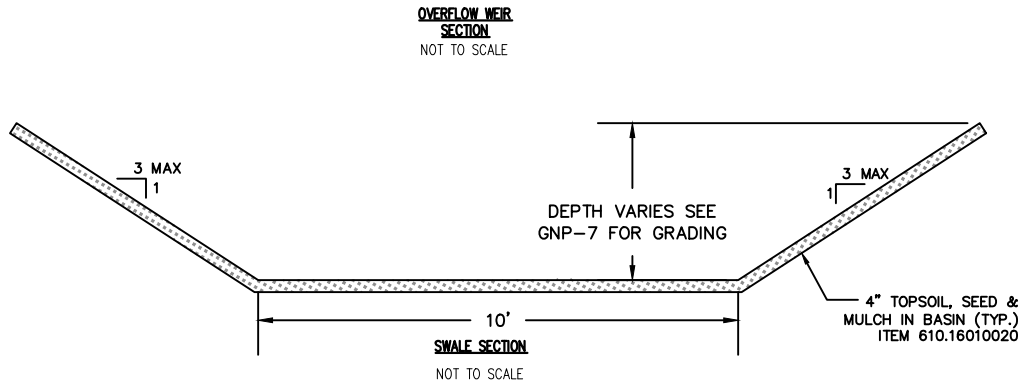
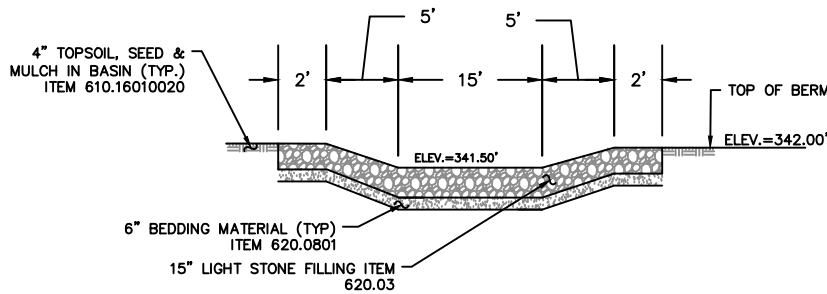
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DESIGN SUPERVISOR F. MASTROIANNI JOB MANAGER R. TRUNKO DESIGN A. LAPOLT CHECK C. CORNWELL DRAFTING A. LAPOLT CHECK C. CORNWELL PROJECT MANAGER R. TRUNKO



DETENTION BASIN NOTES AND SPECIFICATIONS:

1. THE DETENTION BASIN MAY NOT RECEIVE RUN-OFF UNTIL THE ENTIRE CONTRIBUTING DRAINAGE AREA TO THE DETENTION SYSTEM HAS RECEIVED FINAL STABILIZATION. PROVIDE TEMPORARY BYPASS FOR STORMWATER RUNOFF. COST TO BE INCLUDED UNDER VARIOUS CONTRACT ITEMS.
2. THE SEQUENCE OF VARIOUS PHASES OF BASIN CONSTRUCTION SHALL BE COORDINATED WITH THE OVERALL PROJECT CONSTRUCTION SCHEDULE. CONTRACTOR SHALL SCHEDULE ROUGH EXCAVATION OF THE BASIN (TO NOT LESS THAN 2' FROM FINAL GRADE) WITH THE ROUGH GRADING PHASE OF THE PROJECT TO PERMIT USE OF THE MATERIAL AS FILL IN EARTHWORK AREAS. THE PARTIALLY EXCAVATED BASIN, HOWEVER, CANNOT SERVE AS A SEDIMENTATION BASIN. SPECIFICATIONS FOR BASIN CONSTRUCTION SHOULD STATE: (1) THE EARLIEST POINT IN PROGRESS WHEN STORM DRAINAGE MAY BE DIRECTED TO THE BASIN, AND (2) THE MEANS BY WHICH THIS DELAY IN USE IS TO BE ACCOMPLISHED. DUE TO THE WIDE VARIETY OF CONDITIONS ENCOUNTERED AMONG PROJECTS, EACH SHOULD BE SEPARATELY EVALUATED IN ORDER TO POSTPONE USE AS LONG AS IS REASONABLY POSSIBLE.
3. INITIAL BASIN EXCAVATION SHOULD BE CARRIED TO WITHIN 2 FEET OF THE FINAL ELEVATION OF THE BASIN FLOOR. FINAL EXCAVATION TO THE FINISHED GRADE SHOULD BE DEFERRED UNTIL ALL DISTURBED AREAS ON THE WATERSHED HAVE BEEN STABILIZED OR PROTECTED. THE FINAL PHASE EXCAVATION SHOULD REMOVE ALL ACCUMULATED SEDIMENT. RELATIVELY LIGHT TRACKED EQUIPMENT IS RECOMMENDED FOR THIS OPERATION TO AVOID COMPACTION OF THE BASIN FLOOR. AFTER THE FINAL GRADING IS COMPLETED, THE BASIN SHOULD RETAIN A HIGHLY POROUS SURFACE TEXTURE.
4. DETENTION BASINS MAY BE LINED WITH A 6- TO 12-INCH LAYER OF FILTER MATERIAL SUCH AS COARSE SAND (AASHTO STD. M-43, SIZES 9 OR 10) TO HELP PREVENT THE BUILDUP OF IMPERVIOUS DEPOSITS ON THE SOIL SURFACE. THE FILTER LAYER CAN BE REPLACED OR CLEANED WHEN IT BECOMES CLOGGED. WHEN A 6-INCH LAYER OF COARSE ORGANIC MATERIAL IS SPECIFIED FOR DISCING (SUCH AS HULLS, LEAVES, STEMS, ETC.) OR SPADING INTO THE BASIN FLOOR TO INCREASE THE PERMEABILITY OF THE SOILS, THE BASIN FLOOR SHOULD BE SOAKED OR INUNDATED FOR A BRIEF PERIOD, THEN ALLOWED TO DRY SUBSEQUENT TO THIS OPERATION. THIS INDUCES THE ORGANIC MATERIAL TO DECAY RAPIDLY, LOOSENING THE UPPER SOIL LAYER.
5. ESTABLISHING DENSE VEGETATION ON THE BASIN SIDE SLOPES AND FLOOR IS REQUIRED. A DENSE VEGETATIVE STAND WILL NOT ONLY PREVENT EROSION AND SLOUGHING, BUT WILL ALSO PROVIDE A NATURAL MEANS OF MAINTAINING RELATIVELY HIGH INFILTRATION RATES. EROSION PROTECTION OF INFLOW POINTS TO THE BASIN SHALL ALSO BE PROVIDED.
6. SELECTION OF SUITABLE VEGETATIVE MATERIALS FOR THE SIDE SLOPE AND ALL OTHER AREAS TO BE STABILIZED WITH VEGETATION AND APPLICATION OF REQUIRED LIME, FERTILIZER, ETC. SHALL BE DONE IN ACCORDANCE WITH THE NRCS STANDARDS AND SPECIFICATIONS.
7. GRASSES OF THE FESCUE FAMILY ARE RECOMMENDED FOR SEEDING PRIMARILY DUE TO THEIR ADAPTABILITY TO DRY SANDY SOILS, DROUGHT RESISTANCE, HARDINESS, AND ABILITY TO WITHSTAND BRIEF INUNDATIONS. THE USE OF FESCUES WILL ALSO PERMIT LONG INTERVALS BETWEEN MOWINGS. THIS IS IMPORTANT DUE TO THE RELATIVELY STEEP SLOPES WHICH MAKE MOWING DIFFICULT. MOWING TWICE A YEAR, ONCE IN JUNE AND AGAIN IN SEPTEMBER, IS GENERALLY SATISFACTORY.
8. SUBSOIL SHALL BE RESTORED TO MAXIMIZE AND ENSURE INFILTRATION BY THE USE OF DEEP RIPPING AND DE-COMPACTION IN GENERAL CONFORMANCE WITH "DEEP RIPPING AND DE-COMPACTION, NYDEC 2008" TO A MINIMUM 2'.
9. ALL ITEMS ASSOCIATED WITH THE ABOVE SHALL BE INCLUDED UNDER ITEM 610.16010020.



AFFIX SEAL: GREENMAN - PEDERSEN, INC
ON:

ALTERED BY:
ON:



AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

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ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
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ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

CONTRACT NUMBER

MISCELLANEOUS DETAILS

DRAWING NO. MSD-2
SHEET NO. 8

GPI GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS



TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

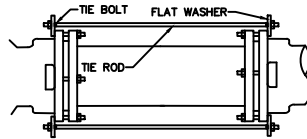
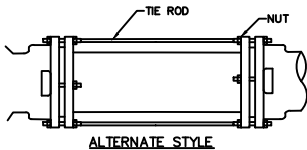
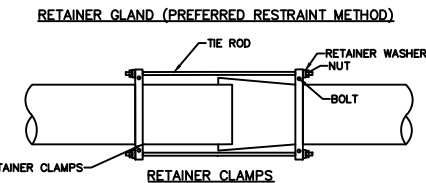
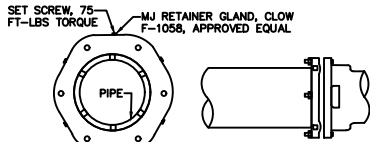
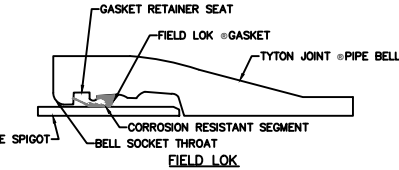
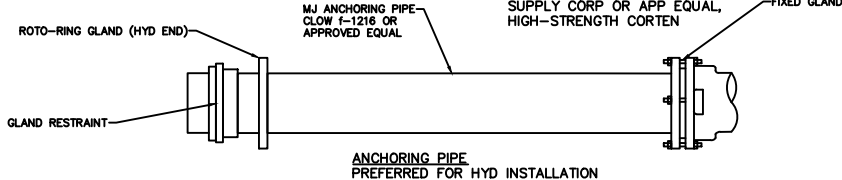
NOTES:

- ALL JOINTS WITHIN THE LENGTH "L1" FROM THE ABOVE TABLES SHALL BE RESTRAINED
- THE JOINT RESTRAINT LENGTHS CALCULATED ARE FOR FITTINGS USED TO CHANGE PIPE HORIZONTAL ALIGNMENT ONLY. FOR APPLICATIONS WHERE FITTINGS ARE USED TO CHANGE SLOPE OF PIPE, THE DESIGN ENGINEER SHALL INCLUDE THE JOINT RESTRAINT REQUIREMENTS ON THE PROJECT DRAWINGS.
- IF AN UNANTICIPATED NEED FOR JOINT RESTRAINT ARISES TO CHANGE THE SLOPE OF THE PIPE, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.
- JOINT TYPES ARE NOT COVERED IN THE ABOVE TABLE MUST BE DESIGNED INDIVIDUALLY IN ORDER TO DETERMINE APPROPRIATE RESTRAINT LENGTH.
- THE SMALL SIDE OF A REDUCER DOES NOT REQUIRE RESTRAINT IF THE LARGER DIAMETER SIDE IS PROPERLY RESTRAINED.
- ABOVE RESTRAINED LENGTHS ARE BASED ON:
 - TEST PRESSURE OF 150 PSI
 - MINIMUM OF 4' COVER
 - TYPE 3 BEDDING
 - WHEN ORANINOR CLAY SOILS ARE BEING USED FOR BACKFILL, GRANULAR BACKFILL MUST BE USED FOR BEDDING AND BACKFILL TO A HEIGHT OF 12" OVER THE TOP OF THE PIPE BEFORE OTHER SOILS ARE PLACED
- UNCOATED PIPE. THIS TABLE DOES NOT APPLY TO PIPE ENCASED IN POLYETHYLENE.
- ANY REDUCTION OF THESE VALUES AS A RESULT OF OTHER CONDITIONS ENCOUNTERED SHALL BE BASED ON THE APPROPRIATE EVALUATION AND RECOMMENDATION BY A QUALIFIED, REGISTERED ENGINEER.

NUMBER OF TIE RODS REQUIRED	
PIPE SIZE (INCHES)	MINIMUM NUMBER OF TIE RODS
2	2 ¹
3	2 ¹
4	2
6	2
8	2
10	2
12	2
14	4
16	4
18	6
20	6
24	6
30	14(8) ²
36	18(12) ²

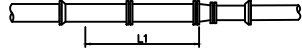
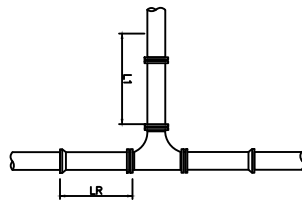
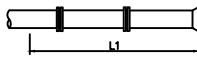
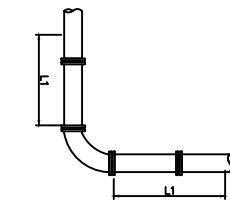
NOTES:

- APPLIES TO 1/2" RODS AS WELL.
- MINIMUM NUMBER OF 1" RODS



TIE RODS

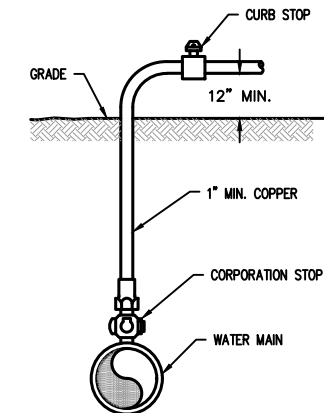
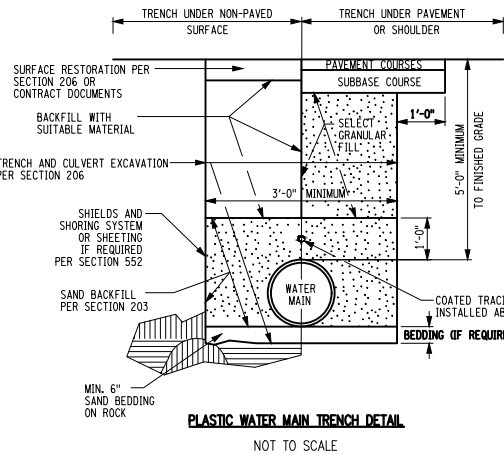
*AS MANUFACTURED BY STAR SUPPLY CORP OR APP EQUAL, HIGH-STRENGTH CORTEN



SCHEDULE OF JOINT RESTRAINTS											
PIPE SIZE (INCHES)	HORIZONTAL BENDS					DEAD END	REDUCER (RESTRAINED LENGTH FOR LARGE DIAMETER SIDE)				
	90°	45°	22-1/2°	11-1/4°			3"	4"	6"	8"	12"
3"	15'	6'	3'	2'	26'	-	10'	30'	47'	61'	75'
4"	18'	8'	4'	2'	32'	-	-	23'	42'	57'	72'
6"	25'	11'	5'	3'	44'	-	-	-	25'	43'	60'
8"	32'	14'	7'	4'	58'	-	-	-	-	24'	44'
10"	38'	16'	8'	4'	70'	-	-	-	-	-	25'
12"	45'	19'	9'	5'	83'	-	-	-	-	-	-

LENGTH (L1) OF PIPE REQUIRED FOR RESTRAINT WHEN USING TEES (FEET)										
TEE CONFIGURATIONS (RESTRAINT LENGTH FOR BRANCH)										
PIPE SIZE (INCHES)	LR = 0'	LR = 2'	LR = 4'	LR = 6'	LR = 8'	LR = 10'	LR = 12'	LR = 14'	LR = 16'	LR = 18'
4"	26'	21'	16'	12'	7'	2'	1'	1'	1'	1'
6"	31'	26'	21'	17'	12'	7'	1'	1'	1'	1'
8"	43'	38'	34'	29'	24'	19'	15'	10'	5'	1'
10"	56'	52'	47'	42'	37'	33'	28'	23'	18'	14'
12"	68'	63'	58'	53'	48'	44'	38'	34'	29'	24'
	80'	75'	70'	65'	60'	56'	51'	46'-0"	41'	36'

THE ABOVE INFORMATION WAS PROVIDED USING THE THRUST RESTRAINT PROGRAM ISSUED BY THE DUCTILE IRON PIPE RESEARCH ASSOCIATION AND APPLIES THE ASSUMPTIONS LISTED IN NOTE 1.



NOTES:

- ONCE A SATISFACTORY WATER SAMPLE HAS BEEN OBTAINED, REMOVE THE CORPORATION STOP AND COPPER TUBING AND INSERT A BRASS PLUG INTO THE WATER MAIN TAP.

DISINFECTION/BLOW-OFF/SAMPLING TAP
NOT TO SCALE

DISINFECTION OF POTABLE WATER SERVICE MAINS:

- DISINFECTION WILL BE ACCOMPLISHED AFTER PIPE HAS PASSED ANY LEAKAGE TESTS.
- THE MUNICIPALITY AND THE ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE START OF PRESSURE TESTING, LEAKAGE TESTING, AND DISINFECTION.
- DISINFECTION WILL BE PERFORMED IN ACCORDANCE WITH AWWA STANDARD C 651-05 OR LATER ADDITION. (EXCLUDING SECTION 5.1 COVERING THE TABLET METHOD).
- CHLORINE-WATER SOLUTION IS PREPARED BY ADDING SODIUM HYPOCHLORITE TO WATER IN ACCORDANCE WITH THE FOLLOWING TABLE (VERIFY AGAINST TOWN REQUIREMENTS): CHLORINE REQUIRED TO PRODUCE 25 MG/L CONCENTRATION IN 100 FT. OF PIPE BY DIAMETER

PIPE SIZE IN.	100 PERCENT CHLORINE LB.	1 PERCENT CHLORINE SOLUTIONS GAL.
6	0.030	0.36
8	0.054	0.65

NOTE: 1% SOLUTIONS REQUIRE 1 POUND OF SODIUM HYPOCHLORITE IN 8 GAL OF WATER

- PRODUCT DETERIORATION MUST BE CONSIDERED IN COMPUTING THE QUANTITY OF SODIUM HYPOCHLORITE REQUIRED FOR THE DESIRED CONCENTRATION.
- CHLORINE-WATER SOLUTION SHALL BE INTRODUCED INTO THE WATER MAIN WITH A GASOLINE OR ELECTRICALLY POWERED CHEMICAL FEED PUMP DESIGNED FOR FEEDING CHLORINE SOLUTIONS. FEED LINES SHALL BE OF SUCH MATERIAL AND STRENGTH TO PERMIT THEM TO WITHSTAND SAFELY THE MAXIMUM PRESSURE THAT MAY BE CREATED BY PUMP. ALL CONNECTIONS SHALL BE CHECKED FOR TIGHTNESS BEFORE HYPOCHLORITE SOLUTION IS APPLIED TO MAIN.
- THE CONTRACTOR SHALL FURNISH AND INSTALL A CORPORATION STOP JUST DOWNSTREAM FROM THE NEWLY INSTALLED GATE VALVE OR AS OTHERWISE SHOWN ON DRAWINGS OR APPROVED BY THE ENGINEER.
- GENERALLY, THE FOLLOWING PROCEDURE SHALL BE USED TO DISINFECT THE NEW MAIN. THE CONTRACTOR SHALL HOWEVER, REVIEW THEIR PROPOSED PROCEDURES WITH THE ENGINEER AT LEAST 48 HOURS PRIOR TO START OF DISINFECTION. ALL DISINFECTION PROCEDURES MUST BE APPROVED BY THE ENGINEER BEFORE DISINFECTION STARTS.

A. ALL GATE VALVES AND HYDRANTS MUST BE CLOSED. THE NEW MAIN SHOULD ALREADY BE FULL OF WATER FORM THE HYDROSTATIC TESTS; IF NOT, IT SHALL BE FILLED.

B. MIX CHLORINE-WATER SOLUTION IN 55 GALLON DRUMS; CONNECT FEED LINE TO PUMP AND NEW MAIN.

C. OPEN GATE VALVE ON THE HYDRANT LEAD OF END HYDRANT; THEN OPEN HYDRANT FULLY. (NOTE: HYDRANT MUST ALWAYS BE EITHER FULLY OPENED OF FULLY CLOSED. THE HYDRANT FLOW MAY BE CONTROLLED BY THROTTLING THE GATE VALVE ON THE HYDRANT LEAD).

D. START PUMPING CHLORINE-WATER SOLUTION INTO WATER MAIN; THEN OPEN UPSTREAM GATE VALVE SLOWLY UNTIL FLOW FROM HYDRANT IS PROPORTIONATE TO THE AMOUNT OF CHLORINE-WATER SOLUTION BEING PUMPED (30 PARTS WATER TO 1 PART CHLORINE-WATER SOLUTION). IF A WATER METER IS NOT AVAILABLE, DISCHARGE RATE MAY BE DETERMINED BY USING EITHER A PITOT GAUGE IN THE DISCHARGE OR BY MEASURING THE TIME TO FILL A CONTAINER OF KNOWN VOLUME (SUCH AS A 55 GAL. BARREL). THE PUMPING RATE CAN BE DETERMINED BY MEASURING THE DROP IN LIQUID LEVEL IN A GIVEN LENGTH OF TIME. (NOTE: A STANDARD 55 GALLON STEEL BARREL CONTAINS 19.75 GAL/FT OF DEPTH OR 1.64 GAL/IN OF DEPTH).

E. AFTER HYDRANT FLOW AND PUMPING RATE HAVE BEEN ADJUSTED, MAINTAIN A CONSTANT FLOW SO THAT CHLORINE CONCENTRATION IN THE MAIN IS MAINTAINED AT A MINIMUM OF 25 PPM.

F. PERIODICALLY CHECK HYDRANT DISCHARGE FOR CHLORINE CONCENTRATION BY USING A FIELD CHLORINE RESIDUAL TEST KIT. MAINTAIN HYDRANT DISCHARGE AND PUMPING RATE UNTIL THE MINIMUM CHLORINE CONCENTRATION OF 25 PPM HAS BEEN ACHIEVED THROUGHOUT THE ENTIRE MAIN DISINFECTED.

G. AFTER THE REQUIRED CONCENTRATION HAS BEEN ACHIEVED, ALL VALVES AND HYDRANTS ON THE MAIN LINE BETWEEN THE UPSTREAM GATE VALVE AND THE DISCHARGE HYDRANT SHALL BE OPERATED IN ORDER TO DISINFECT THE INTERNAL APPURTENANCES. DO NOT OPERATE ANY GATE VALVE THAT IS LOCATED ON A CONNECTION TO AN EXISTING WATER MAIN THAT IS IN SERVICE.

- AFTER THE CONTRACTOR HAS TAKEN A WATER SAMPLE AND VERIFIED THE MINIMUM 25 PPM CHLORINE CONCENTRATION, UNDER WITNESS BY THE ENGINEER, THE CONTRACTOR SHALL RETAIN THE CHLORINATED WATER IN THE MAIN BY THE FOLLOWING METHOD:
 - FIRST, CLOSE THE UPSTREAM GATE VALVE.

B. SECOND, CLOSE THE DISCHARGE HYDRANT.

C. THIRD, SHUT OFF THE PUMP.

- CHLORINATED WATER SHALL REMAIN IN THE MAIN FOR A MINIMUM OF 24 HOURS.

- IF THE CHLORINE RESIDUAL IS LESS THAN 10 PPM AT THE END OF THE 24 HOURS, REPEAT SYSTEM TREATMENT.

- ANY SECTION OF PIPE, VALVES OR FITTINGS, INCLUDING TAPPING SLEEVES AND VALVES WHICH ARE INSTALLED OUTSIDE THE LIMITS OF THE SYSTEM SUBJECTED TO THE CHLORINATION PROCEDURES SPECIFIED ABOVE, SHALL BE SPRAYED OR SWABBED WITH A 1% HYPOCHLORITE SOLUTION PRIOR TO INSTALLATION.

- AFTER THE CONTRACTOR HAS TAKEN A WATER SAMPLE AND VERIFIED THE MINIMUM 10 PPM CHLORINE RESIDUAL, UNDER WITNESS BY THE ENGINEER, CONTRACTOR SHALL THOROUGHLY FLUSH CHLORINATED WATER FROM THE MAIN BY THE FOLLOWING METHOD:
 - FIRST, OPEN THE DISCHARGE HYDRANT.

B. SECOND, OPEN THE UPSTREAM GATE VALVE.

C. THIRD, OPEN ANY HYDRANTS ON THE MAIN LINE TO REMOVE ALL CHLORINATED WATER FROM THE HYDRANT LEADS.

- FLUSH THE MAIN WITH POTABLE WATER IN SUCH A MANNER THAT DOES NOT ADVERSELY AFFECT FISH, PLANT, OR ANIMAL LIFE.

- THE QUANTITY AND LOCATION OF WATER SAMPLES TO BE TAKEN SHALL BE DETERMINED BY THE ENGINEER.

- WATER SAMPLES SHALL BE TAKEN BY THE CONTRACTOR IN STERILIZED BOTTLES.

- ANALYZE WATER SAMPLES IN ACCORDANCE WITH STANDARD METHODS FOR EXAMINATION OF WATER AND WASTEWATER, 14TH EDITION, PUBLISHED BY AMERICAN WATER WORKS ASSN., 6666 WEST QUINCY AVE., DENVER, CO 80235.

- IF A BACTERIOLOGICAL TEST PROVES THE WATER QUALITY TO BE UNACCEPTABLE; REPEAT SYSTEM TREATMENT.

- IF A BACTERIOLOGICAL TEST PROVES WATER TO BE ACCEPTABLE; REMOVE FEED LINE AND CORPORATION STOP. CORPORATION STOP WILL BE REPLACED WITH A THREADED BRASS PLUG UNLESS OTHERWISE DIRECTED BY ENGINEER.

- SAMPLES MUST BE BACTERIOLOGICALLY SAFE BEFORE WATER MAIN IS PLACED IN SERVICE.

AFFIX SEAL: GREENMAN - PEDERSEN, INC
ON:

ALTERED BY:
ON:



AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM
COUNTY: SCHENECTADY
TOWN: ROTTERDAM

IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

CONTRACT NUMBER

MISCELLANEOUS DETAILS

DRAWING NO. MSD-4
SHEET NO. 10

GPI GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS



TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

January 10, 2024

	DRAINAGE TABLE																																				
	STRUCTURE NUMBER	NORTHING	EASTING	DESCRIPTION	"X" DIMENSION (FT)	"Y" DIMENSION (FT)	CULVERT DIAMETER (IN)	RIM ELEVATION (FT)	SLOPE (%)	ITEM 203.07 (CY)	ITEM 206.0201 (CY)	ITEM 552.17 (SF)	ITEM 555.1000000 6 (EA)	ITEM 603.172012 (EA)	ITEM 603.171912 (EA)	ITEM 603.7303 (EA)	ITEM 603.77 (EA)	ITEM 603.9815 (LF)	ITEM 603.6001 (LF)	ITEM 603.6002 (LF)	ITEM 603.6003 (LF)	ITEM 603.6604 (LF)	ITEM 603.6607 (LF)	ITEM 603.9636 (LF)	ITEM 603.9842 (LF)	ITEM 604.07260011 (EA)	ITEM 604.13000011 (EA)	ITEM 604.300711 (FT)	ITEM 604.300611 (FT)	ITEM 604.300632 (FT)	ITEM 604.300711 (FT)	ITEM 604.320711 (FT)	ITEM 604.320811 (FT)	ITEM 604.321111 (FT)	ITEM 655.1111 (EA)	ITEM 655.1202 (EA)	
	CB-1	1433750.0587	649625.8931	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		344.90		4.94	9.0																										
	CB-1A	-	-	INSTALL NEW 15" RCP INLET IN CB-1 AT ELEV. 342.33, OUTLET IN CB-2 AT ELEV. 341.04			15		0.50%	62.13	81.6									257.0																1	
	CB-1.1	1433732.7183	649629.9118	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		344.90		4.75	8.7																									1	
	CB-1.1A	-	-	INSTALL NEW 12" RCP INLET IN CB-1.1 AT ELEV. 342.40, OUTLET IN CB-1 AT ELEV. 342.33			12		0.50%	2.20	2.8									15.0																	
	CB-2	1433808.5902	649878.4489	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		343.70		5.14	9.3																									1	
	CB-2A	-	-	INSTALL NEW 15" RCP INLET IN CB-2 AT ELEV. 341.04, OUTLET IN CB-3 AT ELEV. 340.44			15		0.50%	55.72	64.7									121.0																	
	CB-2.1	1433791.2498	649882.4676	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		343.70		4.75	8.7																									1	
	CB-2.1A	-	-	INSTALL NEW 12" RCP INLET IN CB-2.1 AT ELEV. 341.19, OUTLET IN CB-2 AT ELEV. 341.04			12		0.50%	2.27	2.8									15.0																	
	CB-3	1433839.5085	649998.3180	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		343.70		8.80	14.3																									1	
	CB-3A	-	-	INSTALL NEW 18" RCP INLET IN CB-3 AT ELEV. 340.44, OUTLET IN OUT-1 AT ELEV. 340.20			18		3.00%	20.96	25.7					1						48.0															
	EX-DS2A	-	-	INSTALL NEW 15" SICPP INLET IN EX-DS2 AT ELEV. 343.73, OUTLET IN MH-2 AT ELEV. 343.68			15		0.22%	17.26	18.6	152.5							25.0								1.0										
	MH-2	1434381.3031	649400.0679	INSTALL NEW SQUARE DRAINAGE STRUCTURE TYPE F WITH ROUND MANHOLE FRAME AND COVER	4.50	4.50		350.00		13.67	21.1																										1
	MH-2A	-	-	INSTALL NEW 15" SICPP INLET IN MH-2 AT ELEV. 343.68, OUTLET IN CB-6 AT ELEV. 343.31			15		0.22%	146.30	157.0	901.8							167.0																		
	CB-5	1434203.3055	649382.9323	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		349.04		10.72	17.0																1.0										1
	CB-5A	-	-	INSTALL NEW 15" SICPP AND REMOVE EXISTING PIPE INLET IN CB-5 AT ELEV. 343.43, OUTLET IN CB-6 AT ELEV. 343.31			15		0.30%	31.29	33.7	266.5							41.0																		
	CB-6	1434213.1509	649425.9070	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH WELDED FRAME AND RETICULINE GRATE 11	5.67	4.67		350.00		11.92	19.9		1.0																							1	
	CB-6A	-	-	INSTALL NEW 36" SICPP INLET IN CB-6 AT ELEV. 343.31, OUTLET IN MH-7 AT ELEV. 343.11			36		0.16%	182.15	219.3	625.0												125.0													
	CB-6B	-	-	REMOVE EXISTING RCP PIPING FROM CB-6 TO MH-8						80.11	80.1																										
	MH-7	1434085.0546	649437.2240	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		349.91		9.03	15.7																							6.0		1	
	MH-7A	-	-	REMOVE EXISTING DRAINAGE STRUCTURE							11.9							1.0																			
	MH-7B	-	-	EXTEND EXISTING 15" RCP FIELD VERIFY INLET ELEV., OUTLET IN MH-7 AT ELEV. 344.94			15		1.00%	2.06	2.3										7.0																
	MH-7C	-	-	INSTALL NEW 38"X24" RCP INLET IN CB-7 AT ELEV. 343.11, OUTLET IN MH-8 AT ELEV. 342.74			38		0.46%	83.38	110.2	461.7											81.0														
	MH-8	1434003.2149	649427.4435	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		346.29		10.52	17.8																									1	
	MH-8A	-	-	INSTALL NEW 18" RCP INLET IN AT ELEV. 343.49, OUTLET IN MH-8 AT ELEV. 343.13			18		3.00%	3.49	4.3											12.0				1.0											
	MH-8B	-	-	INSTALL NEW 15" RCP INLET IN AT ELEV. 343.92, OUTLET IN MH-8 AT ELEV. 343.47			15		3.00%	2.87	3.7										15.0					1.0											
	MH-8C	-	-	INSTALL NEW 38"X24" RCP INLET IN MH-8 AT ELEV. 342.74, OUTLET IN MH-9 AT ELEV. 341.92			38		0.48%	150.67	178.3	935.0											170.0														
	MH-9	1433834.2953	649386.2232	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE H WITH INTEGRAL FRAME AND RETICULINE GRATE 11	7.34	4.67		346.14		11.27	20.2																							6.5		1	
	MH-9A	-	-	INSTALL NEW 49"X32" RCP INLET IN MH-9 AT ELEV. 341.92, OUTLET IN MH-10 AT ELEV. 341.69			49		0.15%	189.31	214.5	883.5												155.0													

AFFIX SEAL: GREENMAN – PEDERSEN, INC ON:



ALTERED BY: ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS, ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY

TOWN: ROTTERDAM

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GREENMAN–PEDERSEN, INC. CONSULTING ENGINEERS



TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS

	STRUCTURE NUMBER	NORTHING	EASTING	DESCRIPTION	"X" DIMENSION (FT)	"Y" DIMENSION (FT)	CULVERT DIAMETER (IN)	RIM ELEVATION (FT)	SLOPE (%)	ITEM 203.07 (C/F)	ITEM 206.0201 (C/F)	ITEM 552.17 (SF)	ITEM 555.1000000 6 (EA)	ITEM 603.172012 (EA)	ITEM 603.171912 (EA)	ITEM 603.7303 (EA)	ITEM 603.77 (EA)	ITEM 603.9815 (LF)	ITEM 603.6001 (LF)	ITEM 603.6002 (LF)	ITEM 603.6003 (LF)	ITEM 603.6604 (LF)	ITEM 603.6607 (LF)	ITEM 603.9836 (LF)	ITEM 603.9842 (LF)	ITEM 604.07260011 (EA)	ITEM 604.130000011 (EA)	ITEM 604.300711 (FT)	ITEM 604.300611 (FT)	ITEM 604.300632 (FT)	ITEM 604.300711 (FT)	ITEM 604.320711 (FT)	ITEM 604.320811 (FT)	ITEM 604.321111 (FT)	ITEM 655.1111 (EA)	ITEM 655.1202 (EA)			
	MH-10	1433687.9686	649337.8051	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE H WITH INTEGRAL FRAME AND RETICULINE GRATE 11	7.34	4.67		346.62		11.74	20.9																												
	MH-10A	-	-	INSTALL NEW 18" RCP INLET IN AT ELEV. 342.72, OUTLET IN MH-10 AT ELEV. 342.44			18		2.00%	5.78	6.9										14.0					1.0													
	MH-10B	-	-	INSTALL NEW 18" RCP INLET IN CB-10.1 AT ELEV. 343.10, OUTLET IN MH-10 AT ELEV. 343.00			18		2.00%	0.00	0.0											4.0																	
	MH-10C	-	-	INSTALL NEW 42" SICPP INLET IN MH-10 AT ELEV. 341.69, OUTLET IN MH-11 AT ELEV. 341.44			42		0.13%	206.22	286.4	1180.0														200.0													
	CB-10.1	1433688.0500	649345.0230	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE F WITH WELDED FRAME AND RETICULINE GRATE 11	4.50	4.50		346.60		6.43	11.1																												
	CB-10.1A	-	-	REMOVE EXISTING RCP PIPING AND STRUCTURES FROM CB-10.1 TO OUT-1						199.90	199.9		4.0																4.0										
	MH-11	1433497.9322	649262.0317	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		346.69		10.94	18.5																												
	MH-11A	-	-	INSTALL NEW 42" SICPP INLET IN MH-11 AT ELEV. 341.44, OUTLET IN MH-12 AT ELEV. 341.31			42		0.14%	108.62	147.1	607.6														98.0													
	MH-12	1433427.0717	649225.5206	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE G WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	4.67		347.00		11.58	19.4																												
	MH-12A	-	-	INSTALL NEW 42" SICPP INLET IN MH-12 AT ELEV. 341.31, OUTLET IN MH-13 AT ELEV. 341.21			42		0.14%	87.54	116.6	457.5															75.0												
	MH-13	1433359.5149	649182.3871	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		12.16	21.3																												
	MH-13A	-	-	INSTALL NEW 42" SICPP INLET IN MH-13 AT ELEV. 341.21, OUTLET IN MH-14 AT ELEV. 341.17			42		0.14%	17.58	23.3	100.8															18.0												
	MH-14	1433348.4878	649201.4098	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		11.02	19.5																												
	MH-14A	-	-	INSTALL NEW 42" SICPP INLET IN MH-14 AT ELEV. 341.17, OUTLET IN MH-15 AT ELEV. 340.84			42		0.14%	305.31	401.0	1428.0																238.0											
	MH-15	1433403.7335	649435.9277	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		11.93	20.9																												
	MH-15A	-	-	INSTALL NEW 42" SICPP INLET IN MH-15 AT ELEV. 340.84, OUTLET IN OUT-2 AT ELEV. 340.51			42		0.14%	332.31	428.8	1296.0		1															240.0										
	CB-16	1433288.3256	649112.1621	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		346.24		10.57	18.9		1.0																										
	CB-16A	-	-	INSTALL NEW 36" SICPP INLET IN CB-16 AT ELEV. 341.30, OUTLET IN MH-17 AT ELEV. 341.28			36		0.13%	12.26	16.0	94.4															16.0												
	MH-17	1433278.6418	649127.9017	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		346.24		11.70	20.6																												
	MH-17A	-	-	INSTALL NEW 36" SICPP INLET IN MH-17 AT ELEV. 341.28, OUTLET IN MH-18 AT ELEV. 341.17			36		0.13%	90.29	114.6	456.5																83.0											
	MH-18	1433350.5359	649176.4557	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		10.79	19.2																												
	MH-18A	-	-	INSTALL NEW 36" SICPP INLET IN MH-18 AT ELEV. 341.17, OUTLET IN MH-19 AT ELEV. 341.14			36		0.13%	22.75	28.3	125.4																	22.0										
	MH-19	1433337.6467	649198.2611	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		347.00		11.25	19.9																												
	MH-19A	-	-	INSTALL NEW 36" SICPP INLET IN MH-19 AT ELEV. 341.14, OUTLET IN MH-20 AT ELEV. 340.82			36		0.13%	314.25	388.0	1464.0																		244.0									
	MH-20	1433393.8760	649438.2962	INSTALL NEW RECTANGULAR DRAINAGE STRUCTURE TYPE K WITH INTEGRAL FRAME AND RETICULINE GRATE 11	5.67	5.67		346.24		11.93	20.9																												
	MH-20A	-	-	INSTALL NEW 36" SICPP INLET IN MH-20 AT ELEV. 340.82, OUTLET IN OUT-3 AT ELEV. 340.51			36		0.13%	329.29	401.8	1440.0			1																								
	TOTAL=									3,291.8	4,162.4	12,876		1	1.0	1.0	1.0	233.0	30.0	400.0	78.0	251.0	155.0	730.0	869.0	5.0	4.0	7.4	29.5	7.1	7.5	26.8	13.2	54.2	22	1			

AFFIX SEAL: GREENMAN – PEDERSEN, INC ON:

ALTERED BY: ON:



AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY

TOWN: ROTTERDAM

IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

MISCELLANEOUS TABLES

CONTRACT NUMBER

DRAWING NO. MST-2
SHEET NO. 12

GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS

TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

ALTERED BY:
ON:



AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

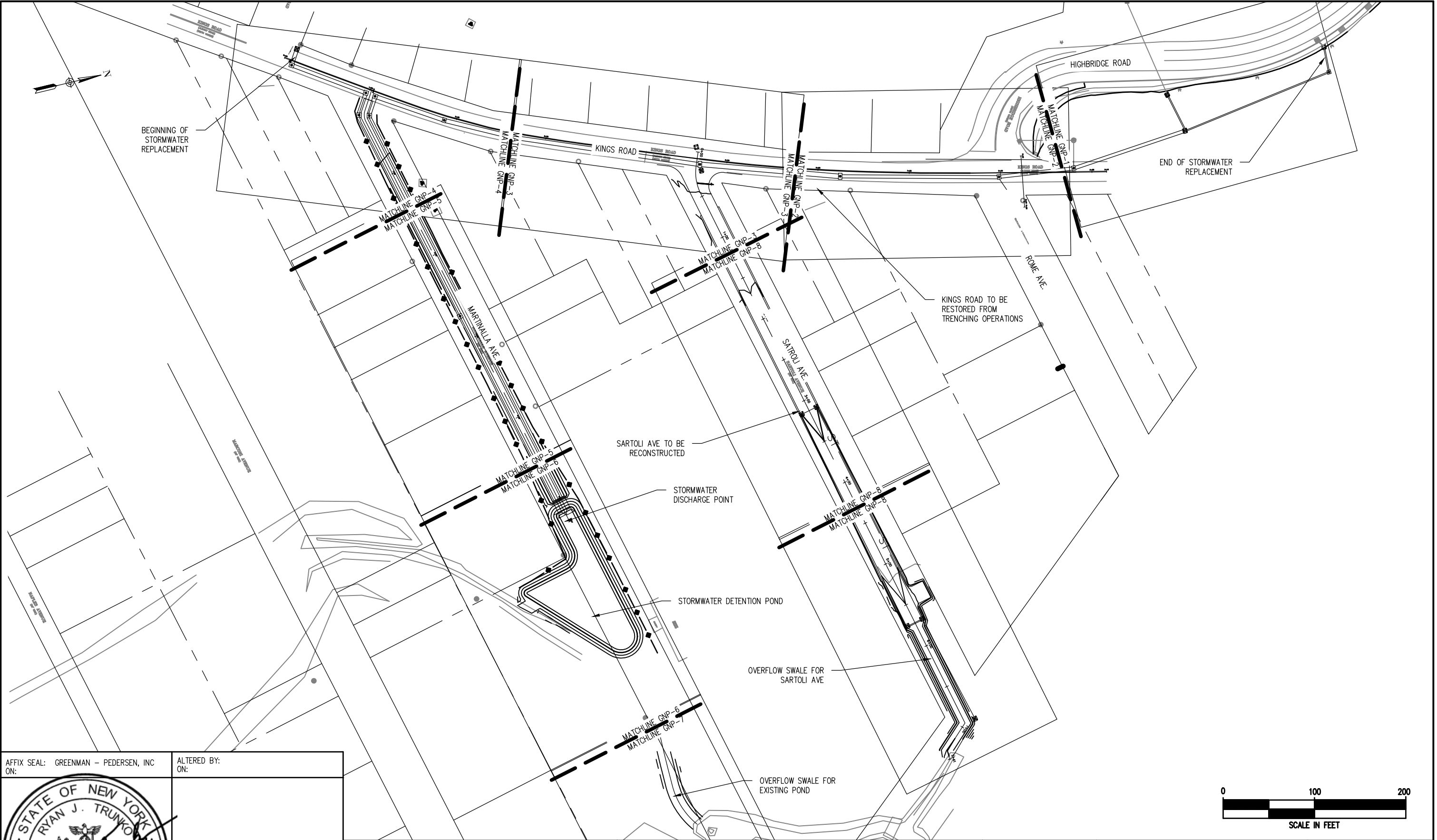
SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

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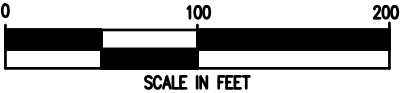
TABLE OF MAINTENANCE JURISDICTION - KINGS ROAD AND SARTOLI AVE DRAINAGE IMPROVEMENTS					
PART NO.	DESCRIPTION	STATION LIMITS	GENERAL FEATURES TO BE MAINTAINED	JURISTICTIONAL AGENCY	AUTHORITY FOR MAINTENANCE JURISDICTION
ROADWAY					
1	KINGS RD	STA 0+00± TO STA 9+15±	PAVEMENT, DRAINAGE, SIGNAGE, STRIPING, LANDSCAPING, AND SNOW & ICE CONTROL	SCHENECTADY COUNTY HIGHWAY DEPARTMENT	HIGHWAY LAW, SECTION 129
2	SARTOLI AVE	STA 0+30± TO STA 5+73±	PAVEMENT, DRAINAGE, SIGNAGE, STRIPING, LANDSCAPING, AND SNOW & ICE CONTROL	TOWN OF ROTTERDAM	HIGHWAY LAW, SECTION 130
INTERSECTIONS AND SERVICE ROADS					
3	HIGHBRIDGE RD	STA 7+50± TO STA 8+50± 9' LT TO 45' LT	PAVEMENT, SIGNAGE, STRIPING, AND LANDSCAPING	SCHENECTADY COUNTY HIGHWAY DEPARTMENT	HIGHWAY LAW, SECTION 129
SNOW AND ICE CONTROL					
4	KINGS RD	STA 0+00± TO STA 9+15±	ENTIRE ROADWAY AND SHOULDERS	SCHENECTADY COUNTY HIGHWAY DEPARTMENT	HIGHWAY LAW, SECTION 129
5	SARTOLI AVE	STA 0+30± TO STA 5+73±	ENTIRE ROADWAY AND SHOULDERS	TOWN OF ROTTERDAM	HIGHWAY LAW, SECTION 81
6	HIGHBRIDGE RD	STA 7+50± TO STA 8+50± 9' LT TO 45' LT	ENTIRE ROADWAY AND SHOULDERS	SCHENECTADY COUNTY HIGHWAY DEPARTMENT	HIGHWAY LAW, SECTION 129
UTILITIES					
7	OVERHEAD ELECTRIC LINES - KINGS RD	STA 0+00± TO STA 9+15±	UTILITY LINES, UTILITY POLES AND UTILITY EQUIPMENT	NATIONAL GRID	UTILITY AGREEMENT
8	OVERHEAD ELECTRIC LINES - SARTOLI AVE	STA 0+30± TO STA 5+73±	UTILITY LINES, UTILITY POLES AND UTILITY EQUIPMENT	NATIONAL GRID	UTILITY AGREEMENT
9	PHONE/FIBER LINES - KINGS RD	STA 0+00± TO STA 9+15±	PHONE/FIBER LINES AND UTILITY EQUIPMENT	VERIZON/AT&T/TIME WARNER	UTILITY AGREEMENT
10	PHONE/FIBER LINES - SARTOLI AVE	STA 0+30± TO STA 5+73±	PHONE/FIBER LINES AND UTILITY EQUIPMENT	VERIZON/AT&T/TIME WARNER	UTILITY AGREEMENT
11	UNDERGROUND GAS LINES - KINGS RD	STA 0+00± TO STA 9+15±	GAS LINES AND EQUIPMENT	NATIONAL GRID	UTILITY AGREEMENT
12	UNDERGROUND GAS LINES - SARTOLI AVE	STA 0+30± TO STA 5+73±	GAS LINES AND EQUIPMENT	NATIONAL GRID	UTILITY AGREEMENT
13	UNDERGROUND STORM/SEWER/WATER LINES - KINGS RD	STA 0+00± TO STA 9+15±	STORM/SEWER LINES AND EQUIPMENT	TOWN OF ROTTERDAM	HIGHWAY LAW, SECTION 130
14	UNDERGROUND STORM/SEWER/WATER LINES - SARTOLI AVE	STA 0+30± TO STA 5+73±	STORM/SEWER LINES AND EQUIPMENT	TOWN OF ROTTERDAM	HIGHWAY LAW, SECTION 130
15	UNDERGROUND STORM/SEWER/WATER LINES - MARTINALLA AVE	ENTIRE LENGTH	STORM/SEWER LINES AND EQUIPMENT	TOWN OF ROTTERDAM	HIGHWAY LAW, SECTION 130

DESIGN SUPERVISOR F. MASTROIANNI JOB MANAGER R. TRUNKO DESIGN A. LAPOLT CHECK C. CORNWELL DRAFTING A. LAPOLT CHECK C. CORNWELL PROJECT MANAGER R. TRUNKO

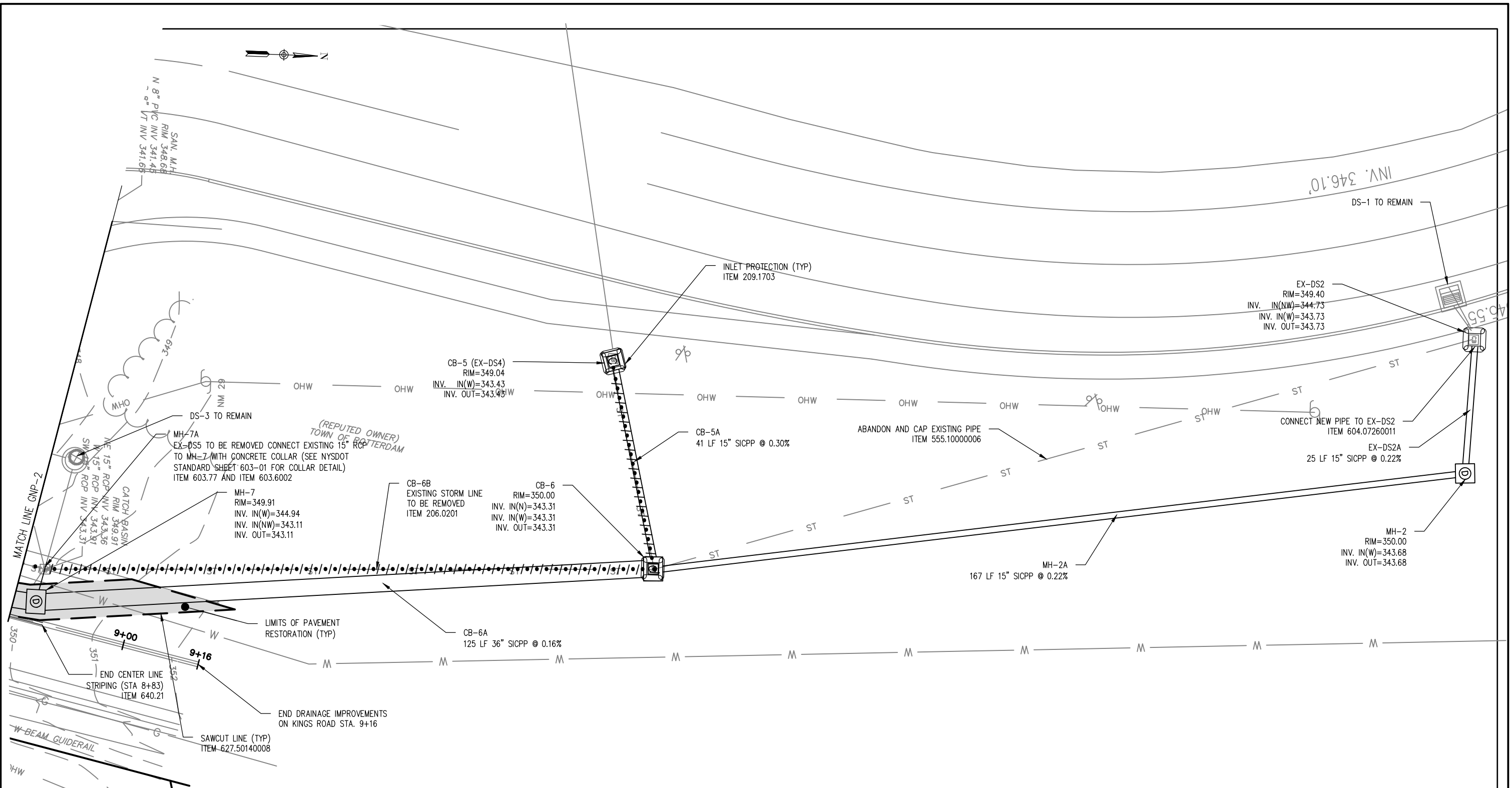


AFFIX SEAL: GREENMAN - PEDERSEN, INC ON:	ALTERED BY: ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,			ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER	
	ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM			OVERALL GENERAL PLAN	DRAWING NO. GNP-0 SHEET NO. 14	
	COUNTY: SCHENECTADY					
	TOWN: ROTTERDAM					
IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.				GPI GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS		TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS



DESIGN SUPERVISOR F. MASTROIANNI JOB MANAGER R. TRUNKO DESIGN A. LAPOLT CHECK C. CORNWELL DRAFTING A. LAPOLT CHECK C. CORNWELL PROJECT MANAGER C. CORNWELL R. TRUNKO



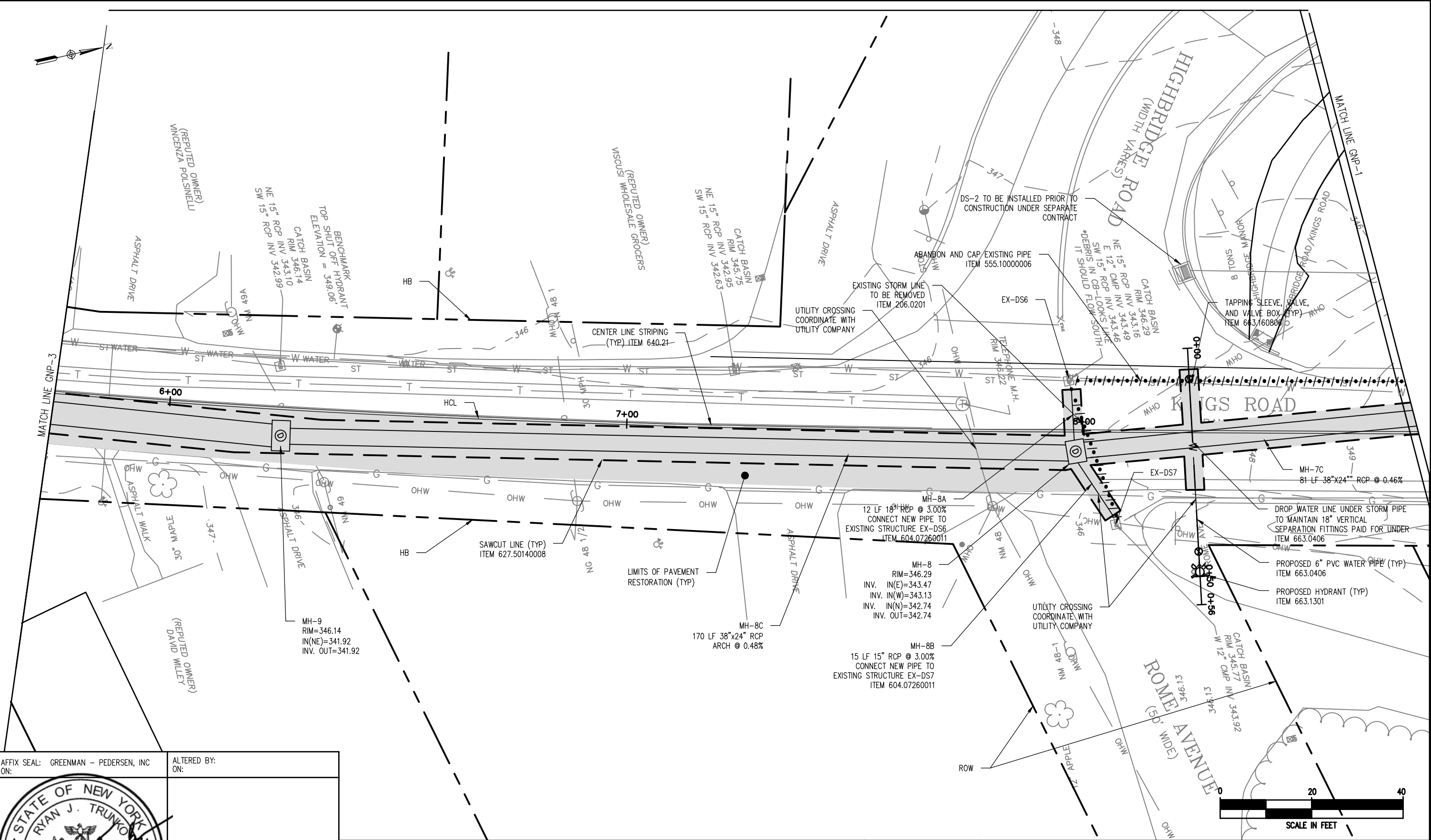
AFFIX SEAL: GREENMAN - PEDERSEN, INC
ON:

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AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,			ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED		CONTRACT NUMBER	
	ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM			HIGHBRIDGE ROAD GENERAL PLAN		DRAWING NO. GNP-1 SHEET NO. 15	
	COUNTY: SCHENECTADY						
	TOWN: ROTTERDAM						
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DESIGN SUPERVISOR F. MASTROIANNI JOB MANAGER R. TRUNKO DESIGN A. LAPOLT CHECK C. CORNWELL DRAFTING A. LAPOLT CHECK C. CORNWELL PROJECT MANAGER R. TRUNKO

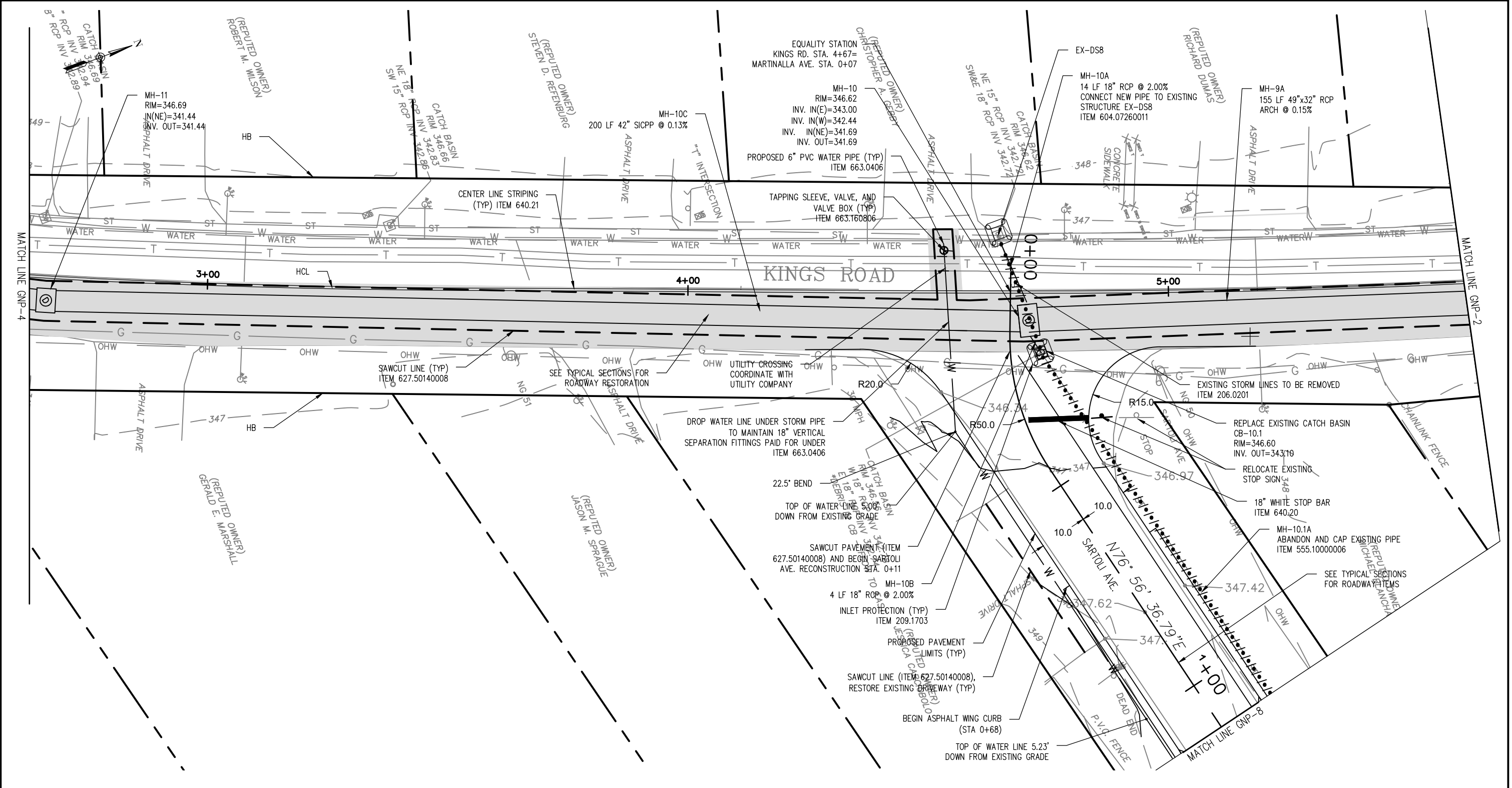


AFFIX SEAL: GREENMAN – PEDERSEN, INC
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AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,			ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED		CONTRACT NUMBER	
	ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM			KINGS ROAD GENERAL PLAN		DRAWING NO. GNP-2 SHEET NO. 16	
	COUNTY: SCHENECTADY						
	TOWN: ROTTERDAM			IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.			
GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS  TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS							

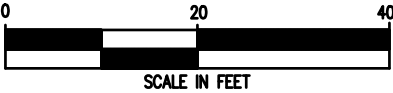
DESIGN SUPERVISOR F. MASTROIANNI
DESIGN R. TRUNKO
JOB MANAGER R. TRUNKO
CHECK A. LAPOLT
DRAFTING C. CORNWELL
CHECK A. LAPOLT
CHECK C. CORNWELL
PROJECT MANAGER C. CORNWELL
R. TRUNKO



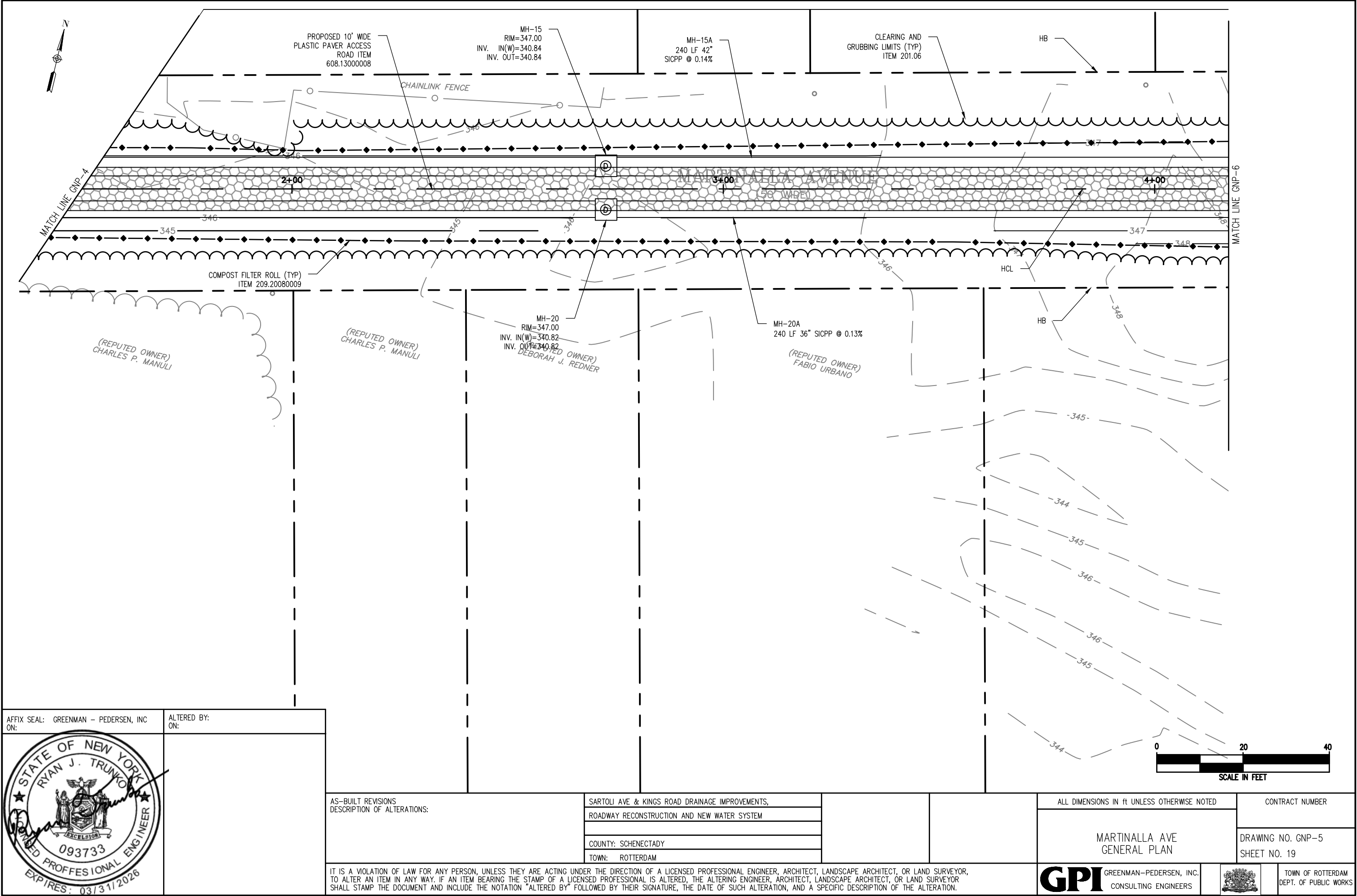
AFFIX SEAL: GREENMAN – PEDERSEN, INC
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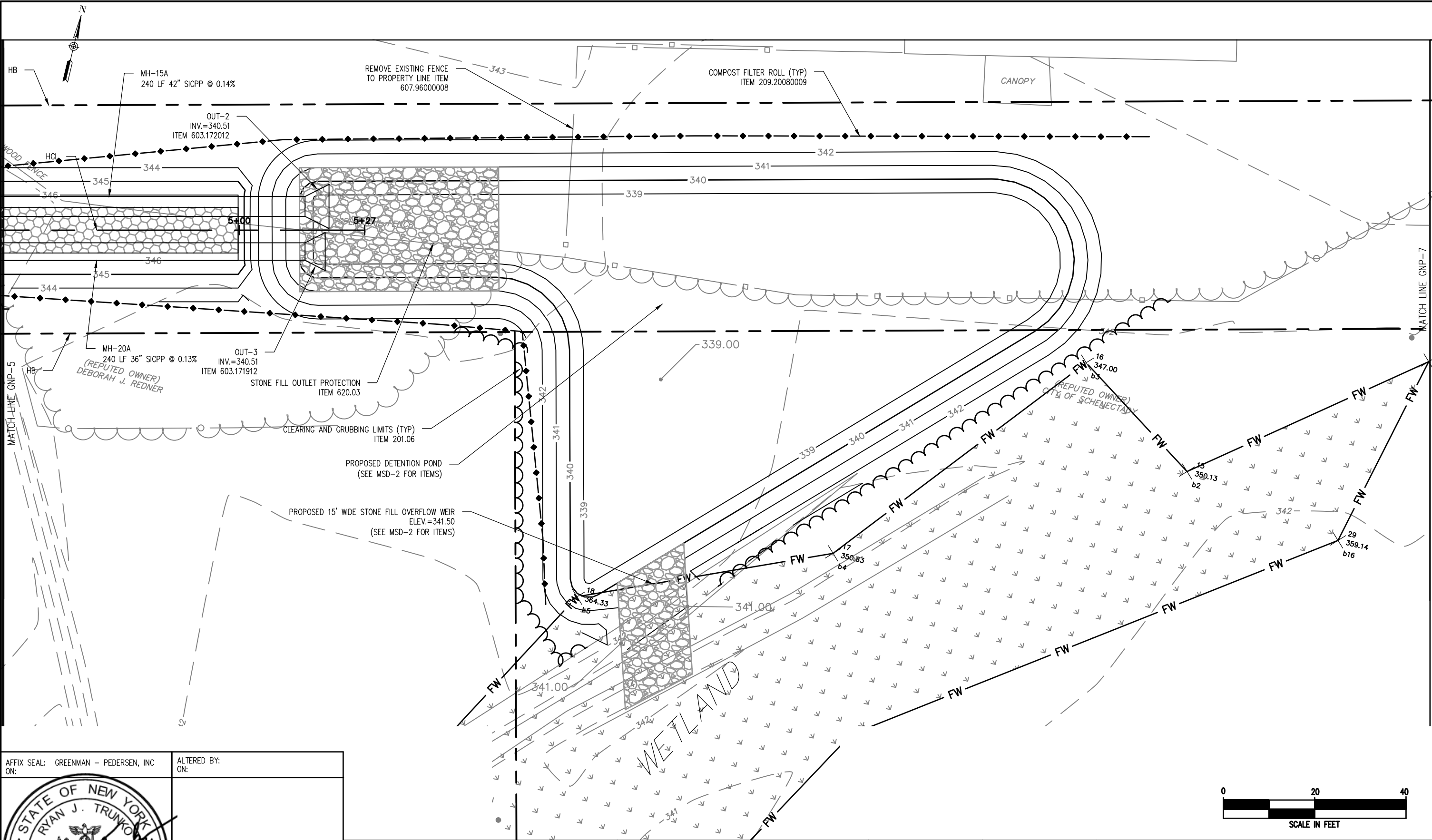
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,			ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER		
	ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM			KINGS ROAD & SARTOLI AVE GENERAL PLAN & PROFILE	DRAWING NO. GNP-3 SHEET NO. 17		
	COUNTY: SCHENECTADY						
	TOWN: ROTTERDAM				IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.		
				GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS		TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS	



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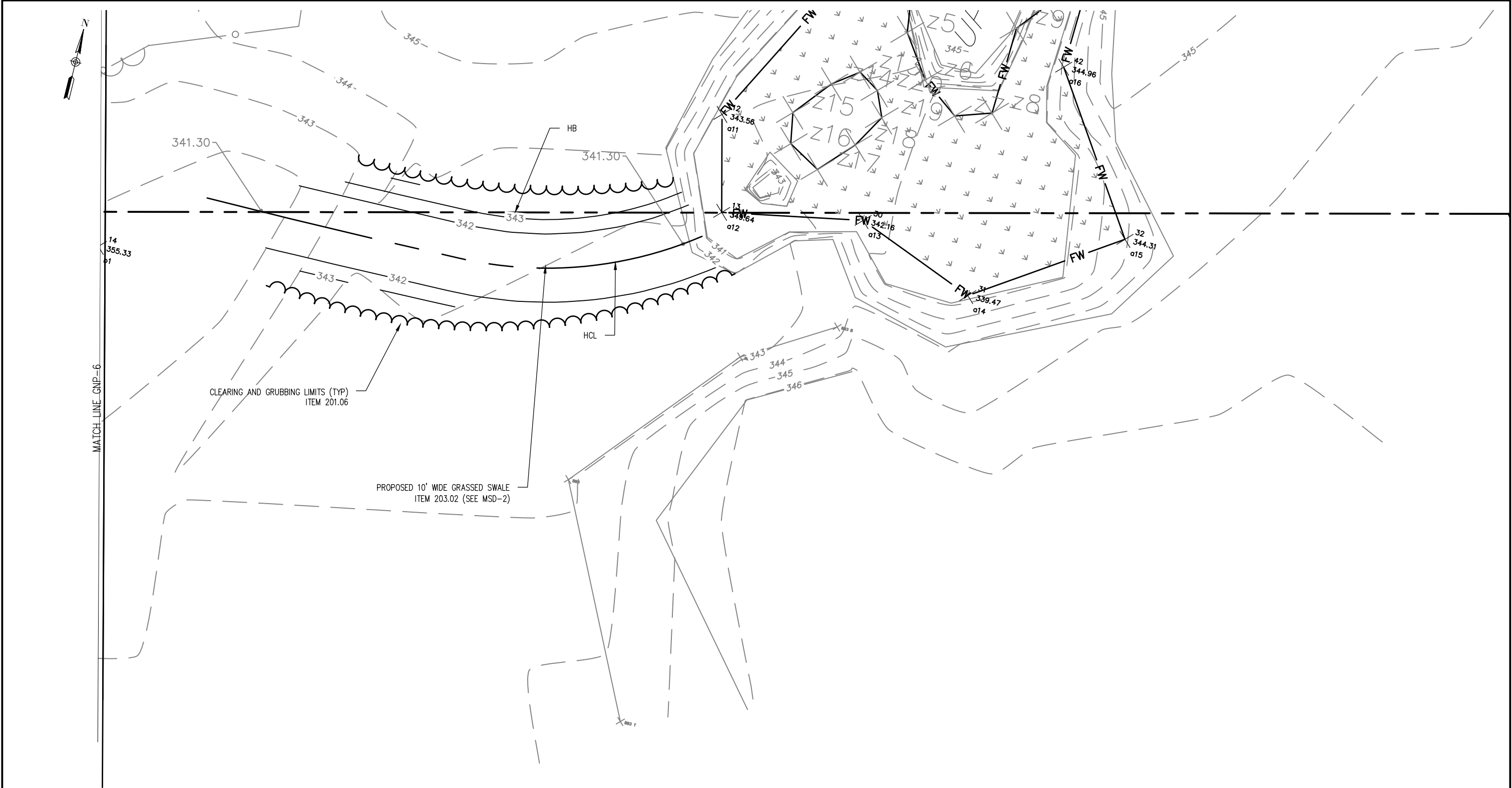
PROJECT MANAGER R. TRUNKO
CHECK C. CORNWELL
DRAFTING A. LAPOLT
CHECK C. CORNWELL
DESIGN A. LAPOLT
JOB MANAGER R. TRUNKO
DESIGN SUPERVISOR F. MASTROIANNI



AFFIX SEAL: GREENMAN - PEDERSEN, INC ON:	ALTERED BY: ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,			ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER	
	ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM			MARTINALLA AVE GENERAL PLAN	DRAWING NO.GNP-6 SHEET NO.20	
	COUNTY: SCHENECTADY					
	TOWN: ROTTERDAM					
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DESIGN SUPERVISOR F. MASTROIANNI JOB MANAGER R. TRUNKO DESIGN A. LAPOLT CHECK C. CORNWELL DRAFTING A. LAPOLT CHECK C. CORNWELL PROJECT MANAGER C. CORNWELL PROJECT MANAGER R. TRUNKO



AFFIX SEAL: GREENMAN - PEDERSEN, INC
ON:

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AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,
ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM

COUNTY: SCHENECTADY
TOWN: ROTTERDAM

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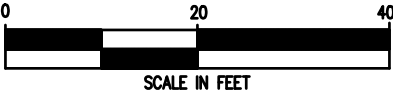
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MARTINALLA AVE
GENERAL PLAN

GPI GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS



TOWN OF ROTTERDAM
DEPT. OF PUBLIC WORKS

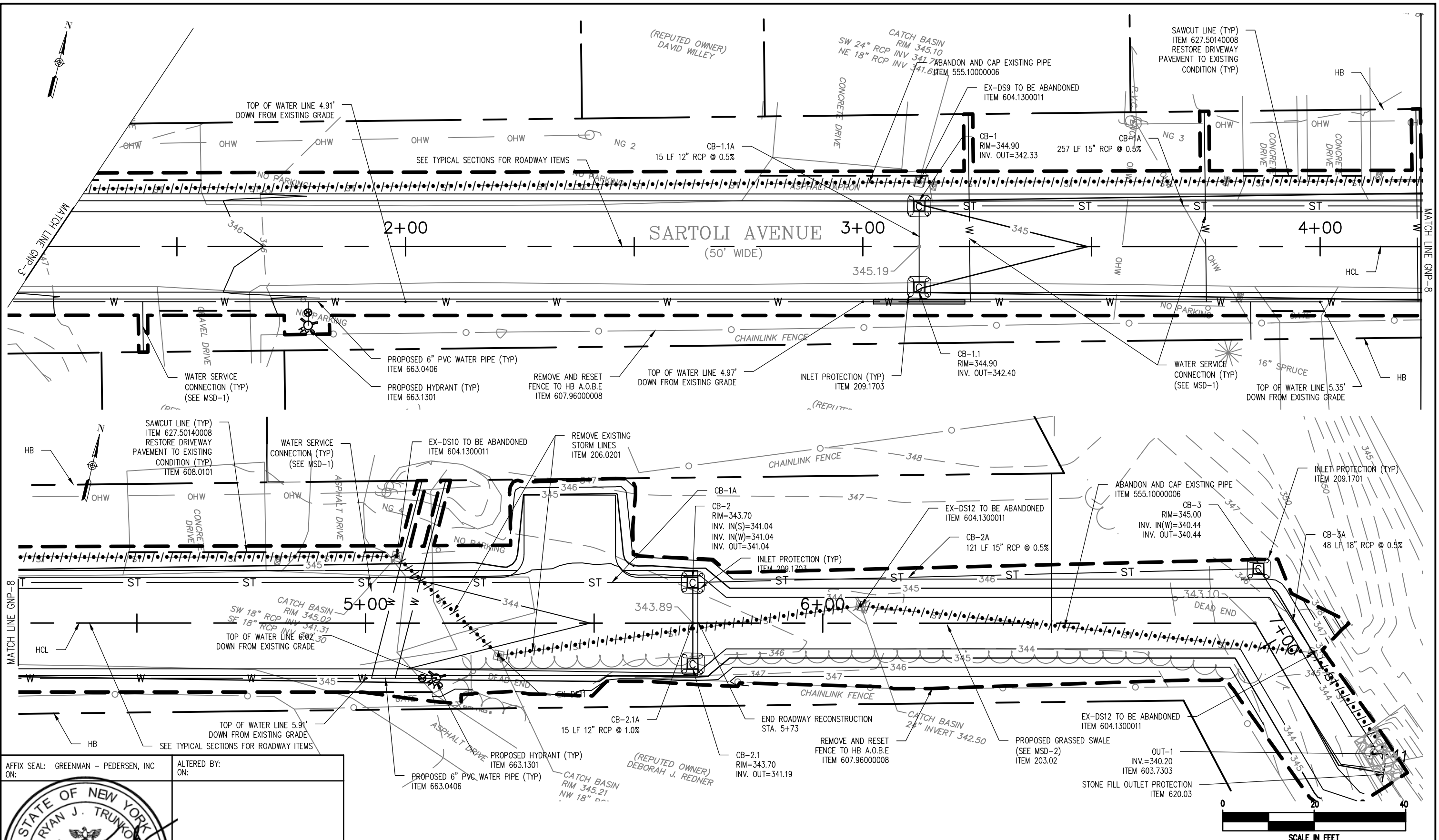


SCALE IN FEET

CONTRACT NUMBER

DRAWING NO. GNP-7
SHEET NO. 21

DESIGN SUPERVISOR F. MASTROIANNI
JOB MANAGER R. TRUNKO
DESIGN R. TRUNKO
A. LAPOLT
CHECK C. CORNWELL
DRAFTING C. CORNWELL
A. LAPOLT
CHECK C. CORNWELL
PROJECT MANAGER C. CORNWELL
R. TRUNKO

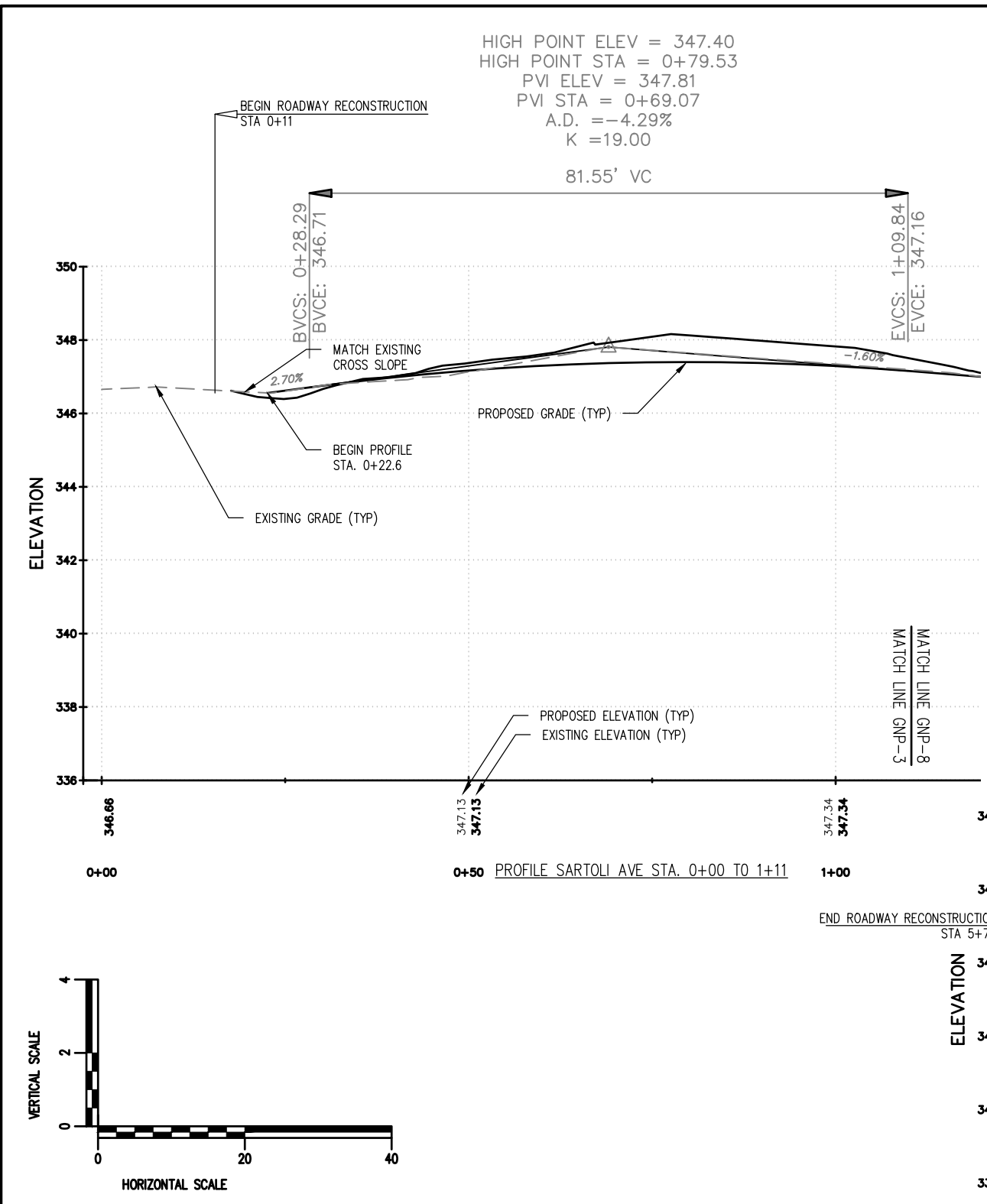


AFFIX SEAL: GREENMAN - PEDERSEN, INC
ON:

ALTERED BY:
ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,			ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER		
	ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM						
	COUNTY: SCHENECTADY				DRAWING NO. GNP-8		
	TOWN: ROTTERDAM				SHEET NO. 22		
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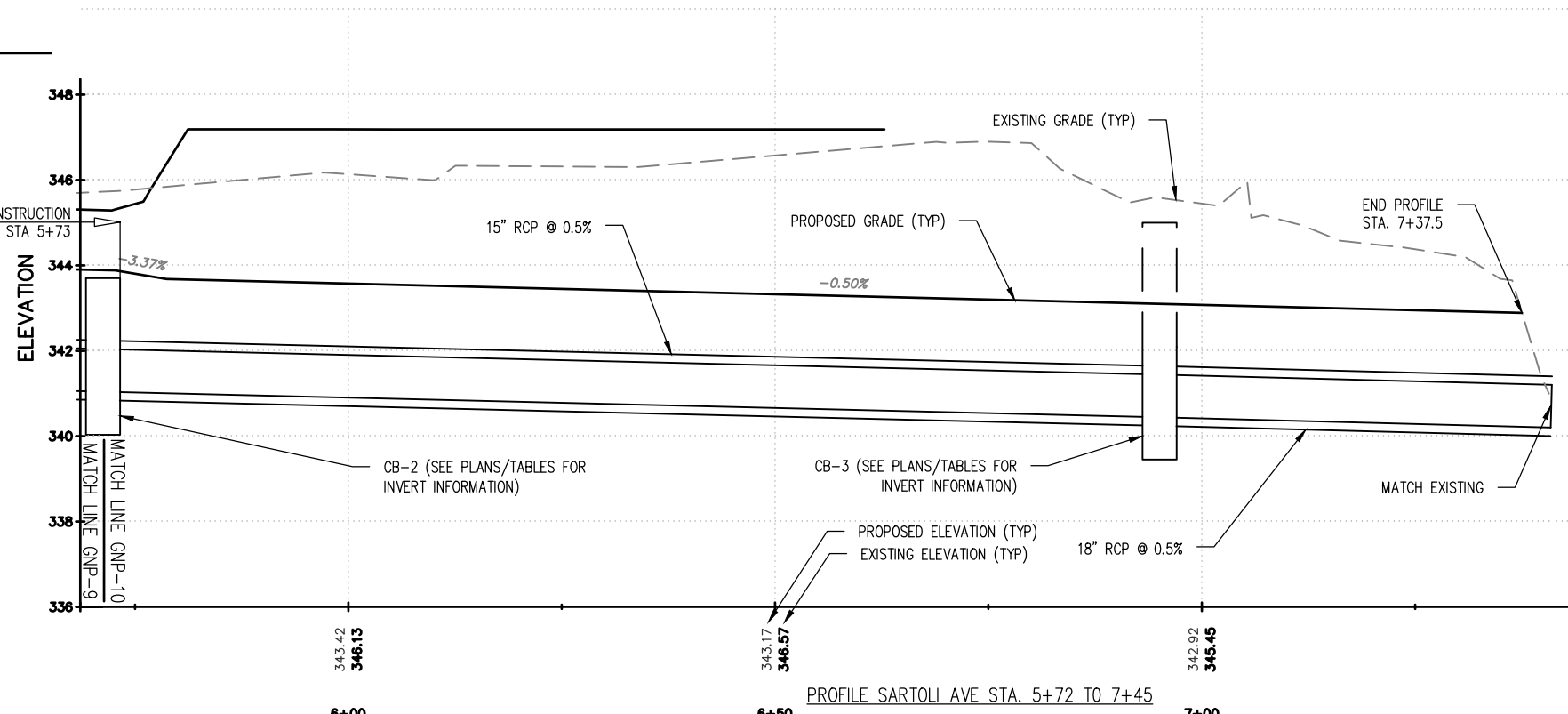
DESIGN SUPERVISOR F. MASTROIANNI JOB MANAGER R. TRUNKO DESIGN A. LAPOLT CHECK C. CORNWELL DRAFTING C. CORNWELL CHECK C. CORNWELL PROJECT MANAGER R. TRUNKO



AFFIX SEAL: GREENMAN - PEDERSEN, INC
ON:

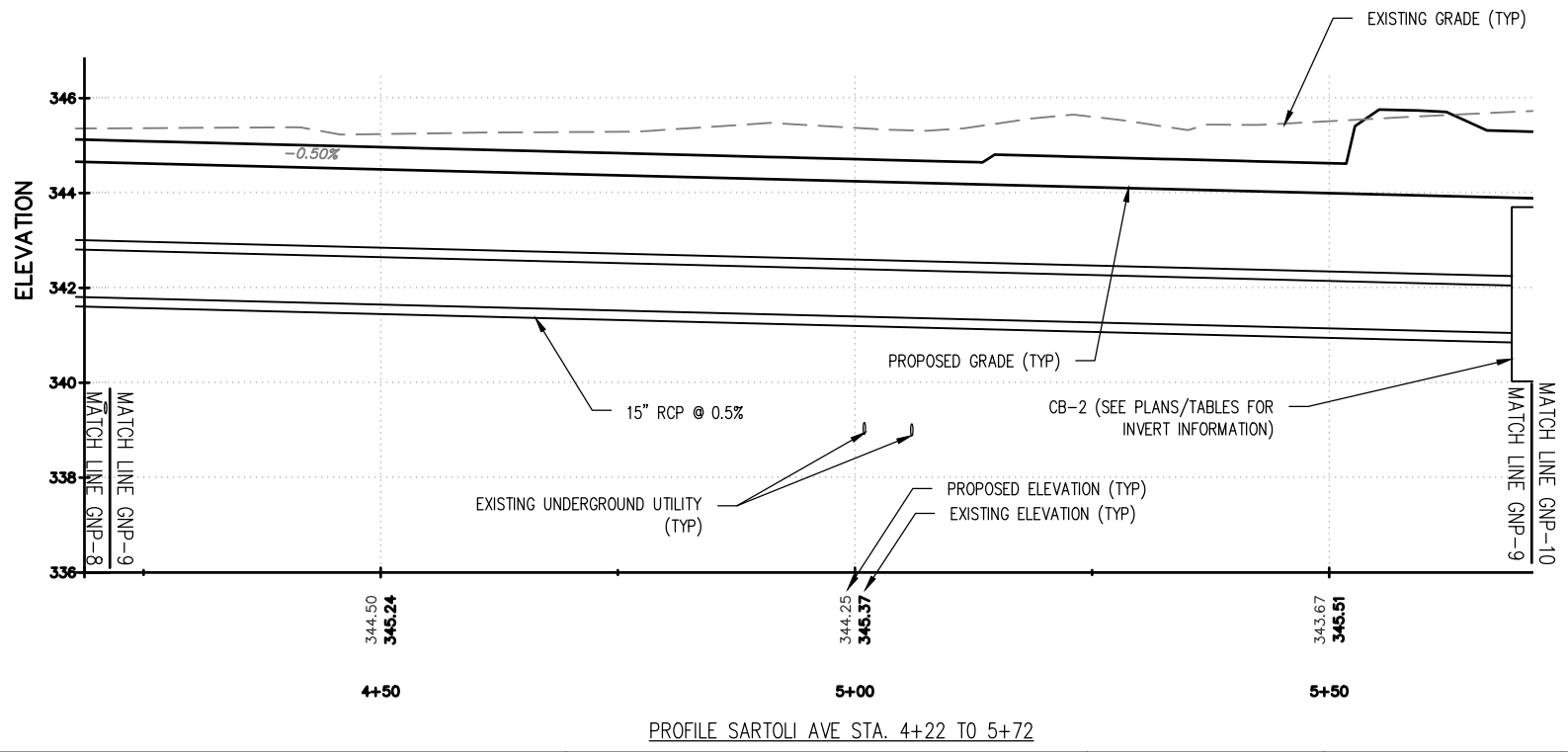
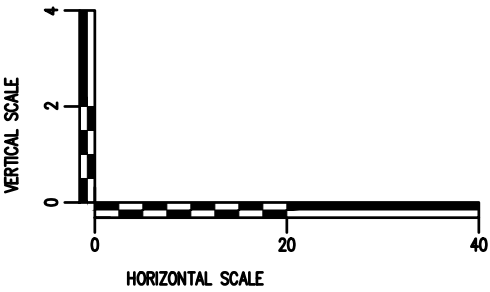
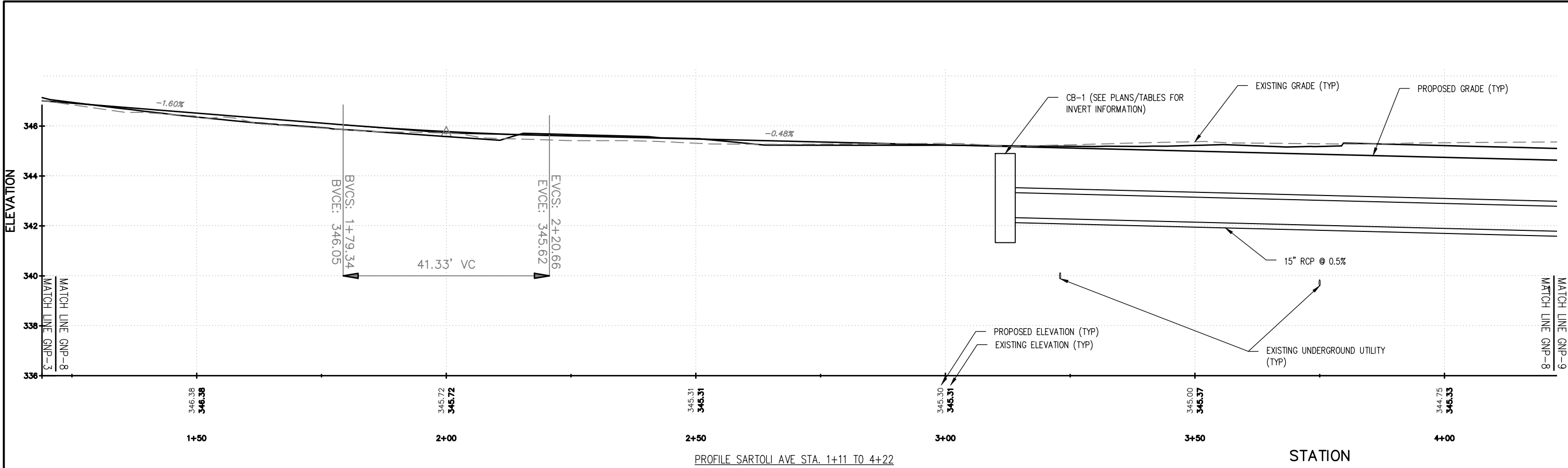
ALTERED BY:
ON:

IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.



AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,			ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED		CONTRACT NUMBER	
	ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM			SARTOLI AVE PROFILE		DRAWING NO. PRO-1 SHEET NO. 23	
	COUNTY: SCHENECTADY						
	TOWN: ROTTERDAM			IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.			
GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS  TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS							

DESIGN SUPERVISOR F. MASTROIANNI JOB MANAGER R. TRUNKO DESIGN A. LAPOLT CHECK C. CORNWELL DRAFTING C. CORNWELL PROJECT MANAGER R. TRUNKO

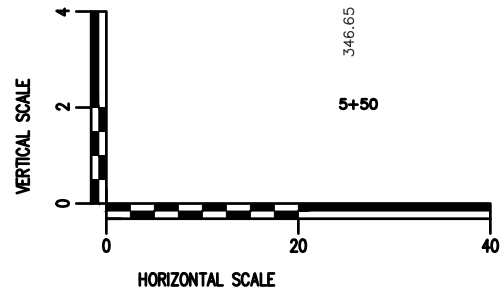
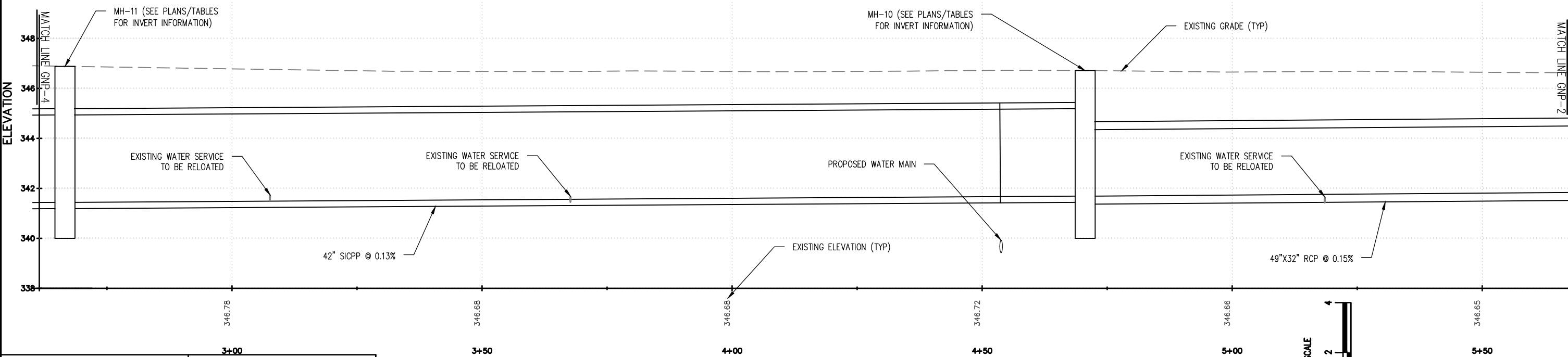
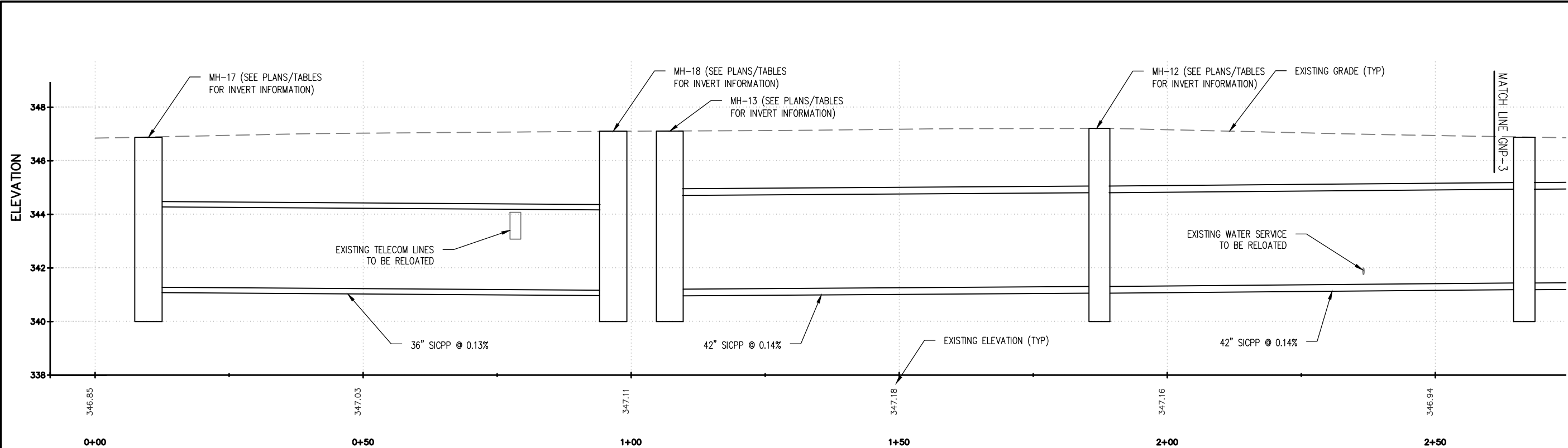


AFFIX SEAL: GREENMAN - PEDERSEN, INC
ON:

ALTERED BY:
ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,			ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED		CONTRACT NUMBER	
	ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM			SARTOLI AVE PROFILE		DRAWING NO. PRO-2 SHEET NO. 24	
	COUNTY: SCHENECTADY						
TOWN: ROTTERDAM				 GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS			TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS
IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.							

DESIGN SUPERVISOR F. MASTROIANNI JOB MANAGER R. TRUNKO DESIGN A. LAPOLT CHECK C. CORNWELL DRAFTING C. CORNWELL PROJECT MANAGER C. CORNWELL CHECK C. CORNWELL PROJECT MANAGER R. TRUNKO

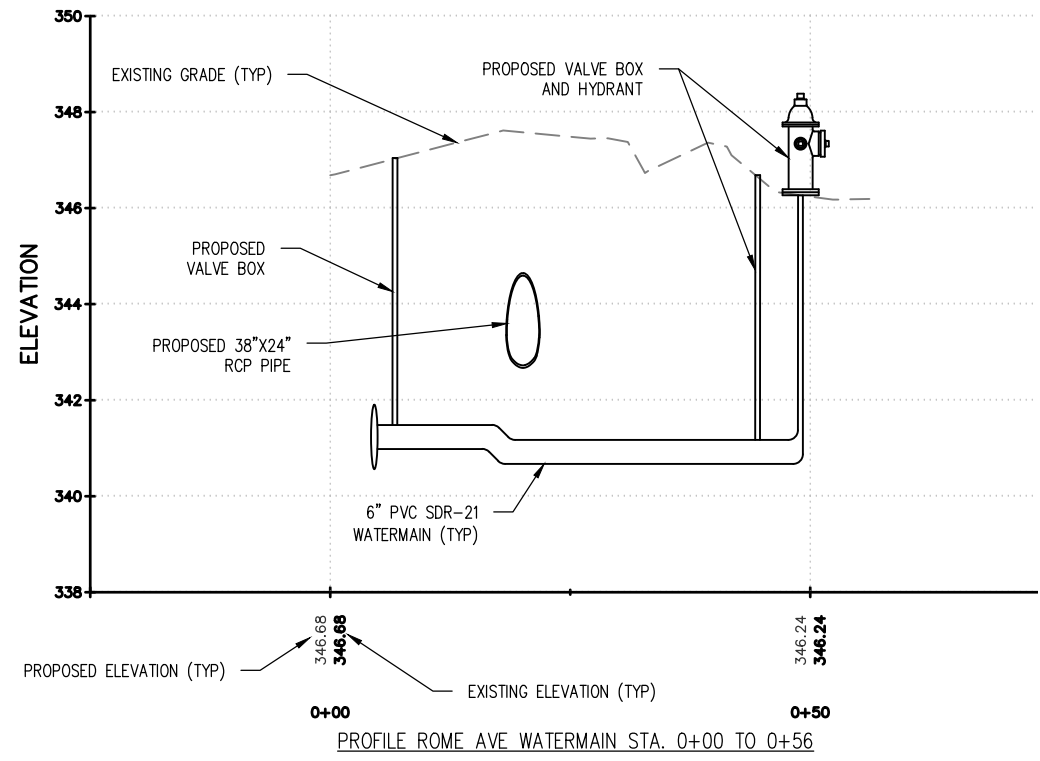
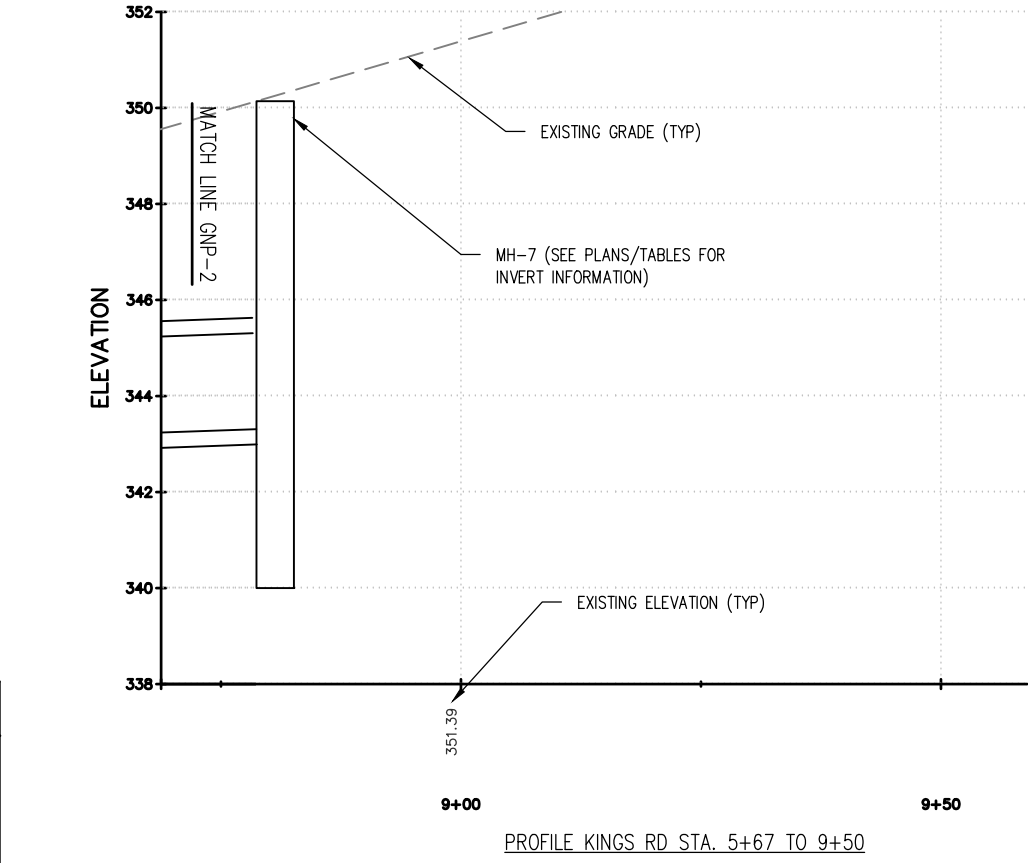
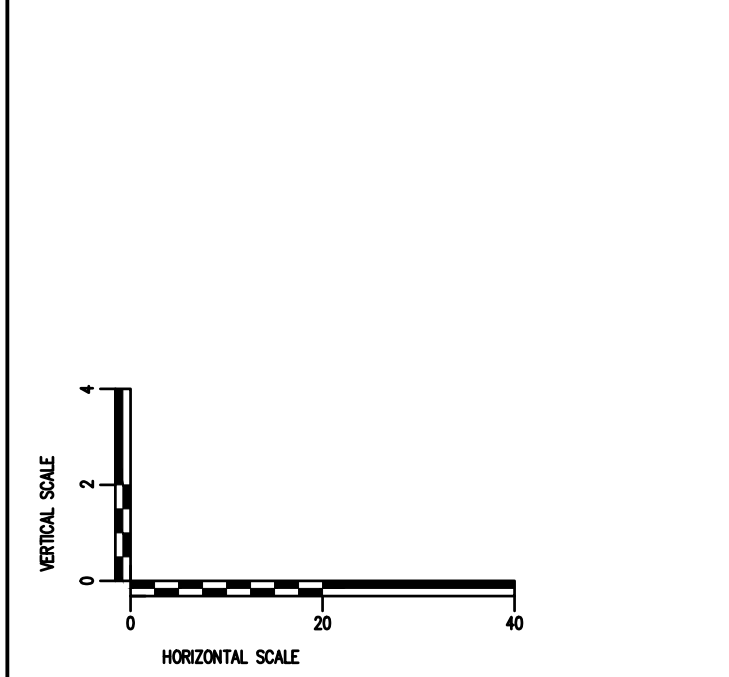
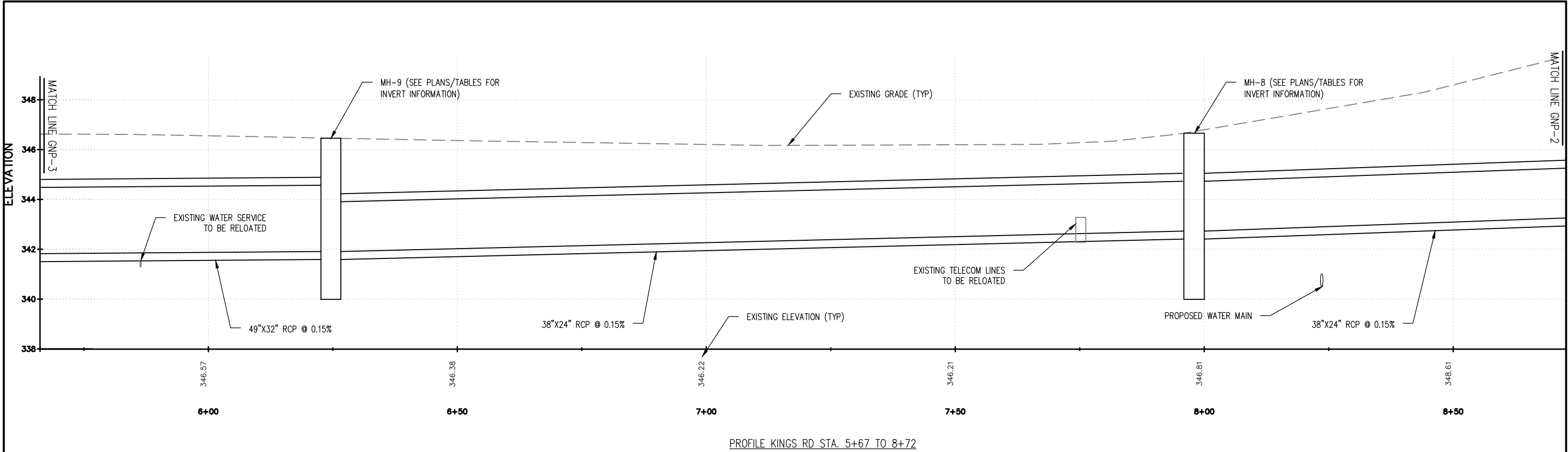


AFFIX SEAL: GREENMAN - PEDERSEN, INC ON: ALTERED BY: ON:

STATE OF NEW YORK
RYAN J. TRUNKO
093733
PROFESSIONAL ENGINEER
EXPIRES: 03/31/2026

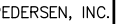
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,			ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED		CONTRACT NUMBER	
	ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM			KINGS RD. PROFILE		DRAWING NO. PRO-3 SHEET NO. 25	
	COUNTY: SCHENECTADY						
	TOWN: ROTTERDAM			IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.			
				 GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS		TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS	

DESIGN SUPERVISOR F. MASTROIANNI JOB MANAGER R. TRUNKO DESIGN R. TRUNKO CHECK A. LAPOLT DRAFTING C. CORNWELL PROJECT MANAGER C. CORNWELL CHECK C. CORNWELL R. TRUNKO

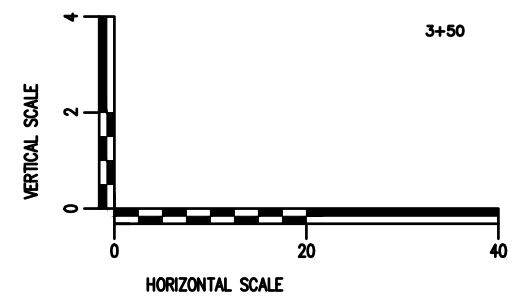
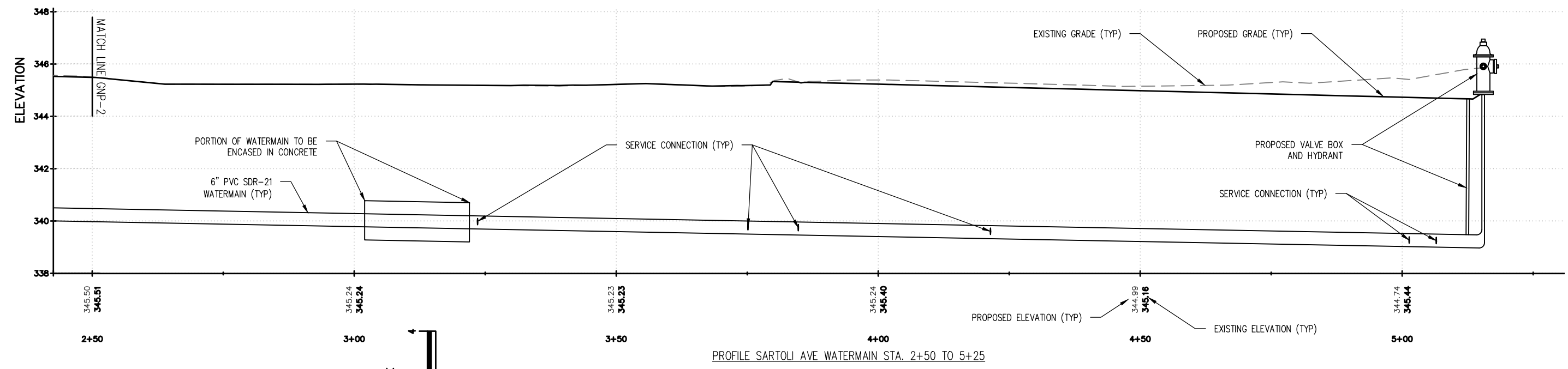
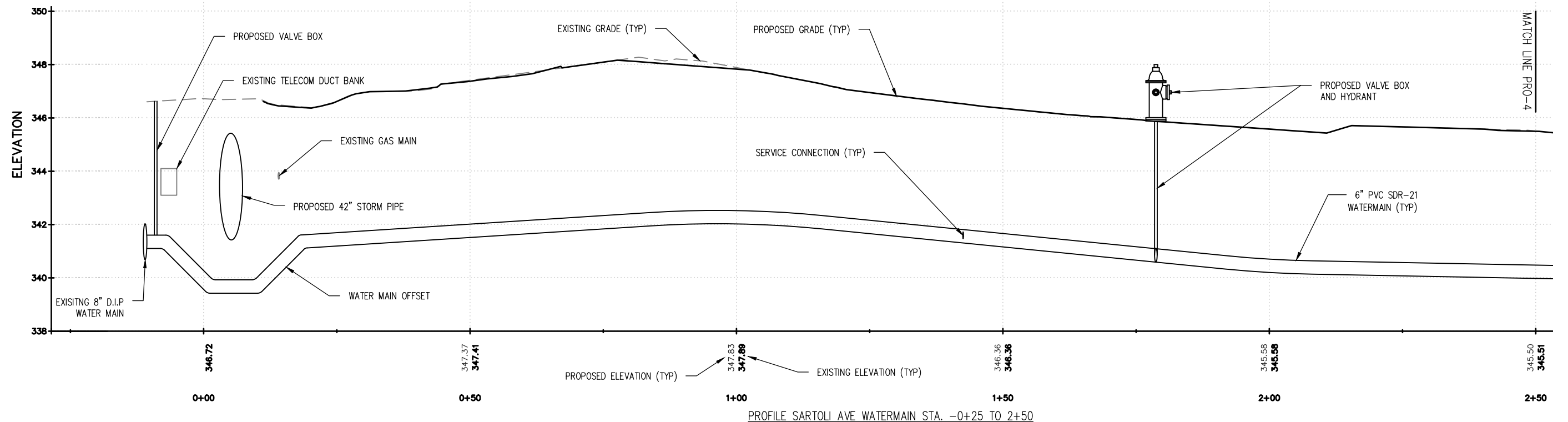


AFFIX SEAL: GREENMAN - PEDERSEN, INC ON: ALTERED BY: ON:

STATE OF NEW YORK
RYAN J. TRUNKO
093733
EXPIRES: 03/31/2026

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,			ALL DIMENSIONS in ft UNLESS OTHERWISE NOTED		CONTRACT NUMBER		
	ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM			KINGS RD. PROFILE		DRAWING NO. PRO-4 SHEET NO. 26		
	COUNTY: SCHENECTADY							
TOWN: ROTTERDAM								
IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.				GPI GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS				TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS

DESIGN SUPERVISOR F. MASTROIANNI JOB MANAGER R. TRUNKO DESIGN A. LAPOLT CHECK C. CORNWELL PROJECT MANAGER R. TRUNKO



AFFIX SEAL: GREENMAN – PEDERSEN, INC
ON:

ALTERED BY:
ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	SARTOLI AVE & KINGS ROAD DRAINAGE IMPROVEMENTS,			ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED		CONTRACT NUMBER	
	ROADWAY RECONSTRUCTION AND NEW WATER SYSTEM			SARTOLI AVE WATERMAIN PROFILE		DRAWING NO. PRO-5 SHEET NO. 27	
	COUNTY: SCHENECTADY						
	TOWN: ROTTERDAM			IT IS A VIOLATION OF LAW 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 ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR 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.			
GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS  TOWN OF ROTTERDAM DEPT. OF PUBLIC WORKS							

ENGINEER'S ESTIMATE (12/12/2023)					
ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	AMOUNT
201.06	CLEARING AND GRUBBING (SPECIFIC LOCATION(S))	ACRE	0.5	\$ 17,300.00	\$ 8,650.00
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	1,350	\$ 30.00	\$ 40,500.00
203.07	SELECT GRANULAR FILL (SHARE 1)	CY	400	\$ 40.00	\$ 16,000.00
203.07	SELECT GRANULAR FILL (SHARE 2)	CY	2,900	\$ 40.00	\$ 116,000.00
204.04	LIGHTWEIGHT CONCRETE FILL (TYPE B)	CY	25	\$ 100.00	\$ 2,500.00
206.0201	TRENCH AND CULVERT EXCAVATION (SHARE 1)	CY	420	\$ 25.00	\$ 10,500.00
206.0201	TRENCH AND CULVERT EXCAVATION (SHARE 2)	CY	3,780	\$ 25.00	\$ 94,500.00
206.05	TEST PIT EXCAVATION	EA	10	\$ 800.00	\$ 8,000.00
209.1003	TEMPORARY TURF ESTABLISHMENT	SY	1,730	\$ 1.00	\$ 1,730.00
209.1703	DRAINAGE STRUCTURE INLET PROTECTION, (X=SELECT TYPE) - TEMPORARY	LF	170	\$ 10.00	\$ 1,700.00
209.1901	ROLLED EROSION CONTROL PRODUCT, CLASS II TYPE X, INTERMEDIATE	SY	25	\$ 5.00	\$ 125.00
209.20080009	BIODEGRADABLE BIOFILTER ROLLS 8 INCH	LF	1,500	\$ 5.00	\$ 7,500.00
304.12	SUBBASE COURSE, TYPE 2 (SHARE 1)	CY	3	\$ 80.00	\$ 240.00
304.12	SUBBASE COURSE, TYPE 2 (SHARE 2)	CY	839	\$ 80.00	\$ 67,120.00
404.128201	12.5 F2 TOP COURSE HMA, 80 SERIES COMPACTION (SHARE 1)	TON	6	\$ 160.00	\$ 960.00
404.128201	12.5 F2 TOP COURSE HMA, 80 SERIES COMPACTION (SHARE 2)	TON	212	\$ 160.00	\$ 33,920.00
404.198901	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION (SHARE 1)	TON	6	\$ 130.00	\$ 780.00
404.198901	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION (SHARE 2)	TON	244	\$ 130.00	\$ 31,720.00
404.378901	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION (SHARE 1)	TON	6	\$ 120.00	\$ 720.00
404.378901	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION (SHARE 2)	TON	294	\$ 120.00	\$ 35,280.00
407.0103	TACK COAT (SPECIFY DILUTED OR STRAIGHT) (SHARE 1)	GAL	20	\$ 5.00	\$ 100.00
407.0103	TACK COAT (SPECIFY DILUTED OR STRAIGHT) (SHARE 2)	GAL	175	\$ 5.00	\$ 875.00
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	LF	2,500	\$ 0.50	\$ 1,250.00
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	SY	1,200	\$ 10.00	\$ 12,000.00
552.17	SHIELDS AND SHORING	SF	12,876	\$ 1.00	\$ 12,876.00
555.10000006	ABANDON EXISTING CULVERT	CY	60	\$ 100.00	\$ 6,000.00
603.171912	GALVANIZED STEEL END SECTIONS - PIPE (2-2/3" X 1/2" CORRUGATIONS) X INCH DIAMETER, YY GAUGE	EA	1	\$ 1,500.00	\$ 1,500.00
603.172012	GALVANIZED STEEL END SECTIONS - PIPE (2-2/3" X 1/2" CORRUGATIONS) X INCH DIAMETER, YY GAUGE	EA	1	\$ 2,000.00	\$ 2,000.00
603.6001	REINFORCED CONCRETE PIPE X, 12 INCH DIAMETER	LF	30	\$ 70.00	\$ 2,100.00
603.6002	REINFORCED CONCRETE PIPE X, 15 INCH DIAMETER	LF	400	\$ 100.00	\$ 40,000.00
603.6003	REINFORCED CONCRETE PIPE X, 18 INCH DIAMETER	LF	78	\$ 180.00	\$ 14,040.00
603.6604	REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE, CLASS HE Y, (ZZ=SELECT RISE AND SPAN)	LF	251	\$ 150.00	\$ 37,650.00
603.6607	REINFORCED CONCRETE HORIZONTAL ELLIPTICAL PIPE, CLASS HE Y, (ZZ=SELECT RISE AND SPAN)	LF	155	\$ 180.00	\$ 27,900.00
603.7303	REINFORCED CONCRETE PIPE END SECTIONS XX INCH DIAMETER	EA	1	\$ 3,000.00	\$ 3,000.00
603.9815	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 15 INCH DIAMETER	LF	233	\$ 70.00	\$ 16,310.00
603.9836	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 36 INCH DIAMETER	LF	730	\$ 125.00	\$ 91,250.00
603.9842	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 42 INCH DIAMETER	LF	869	\$ 140.00	\$ 121,660.00
604.070101	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES (SERIALIZED)	EA	6	\$ 1,500.00	\$ 9,000.00
604.07260011	CONNECTION TO EXISTING DRAINAGE FACILITIES	EA	5	\$ 2,000.00	\$ 10,000.00
604.13000011	ABANDONING DRAINAGE STRUCTURE	EA	4	\$ 2,000.00	\$ 8,000.00
604.321111	RECTANGULAR DRAINAGE STRUCTURE (XX=TYPE) FOR (YY=FRAME)	LF	54.2	\$ 1,257.00	\$ 68,129.40
604.320811	RECTANGULAR DRAINAGE STRUCTURE (XX=TYPE) FOR (YY=FRAME)	LF	13.2	\$ 1,400.00	\$ 18,480.00
604.320711	RECTANGULAR DRAINAGE STRUCTURE (XX=TYPE) FOR (YY=FRAME)	LF	26.8	\$ 520.00	\$ 13,936.00
604.300711	RECTANGULAR DRAINAGE STRUCTURE (XX=TYPE) FOR (YY=FRAME)	LF	7.5	\$ 520.00	\$ 3,900.00
604.300632	RECTANGULAR DRAINAGE STRUCTURE (XX=TYPE) FOR (YY=FRAME)	LF	7.1	\$ 520.00	\$ 3,692.00
604.300611	RECTANGULAR DRAINAGE STRUCTURE (XX=TYPE) FOR (YY=FRAME)	LF	29.5	\$ 750.00	\$ 22,125.00
607.9600001	REMOVE AND DISPOSE OF EXISTING FENCE	LF	1,000.0	\$ 5.00	\$ 5,000.00
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY	4	\$ 1,000.00	\$ 3,500.00
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS, AND BICYCLE PATHS	TON	28	\$ 250.00	\$ 7,000.00
608.13000008	GRASS PAVERS	SY	545	\$ 70.00	\$ 38,150.00
610.1601	TURF ESTABLISHMENT - (X=ROADSIDE OR LAWNS)	SY	1,728	\$ 2.00	\$ 3,456.00
619.27	MAILBOXES	EA	10	\$ 300.00	\$ 3,000.00
620.0801	BEDDING MATERIAL	CY	35	\$ 100.00	\$ 3,500.00
620.04	STONE FILLING - (SIZE)	CY	330	\$ 120.00	\$ 39,600.00
627.50140008	CUTTING PAVEMENT (SHARE 1)	LF	250	\$ 5.00	\$ 1,250.00
627.50140008	CUTTING PAVEMENT (SHARE 2)	LF	1,850	\$ 5.00	\$ 9,250.00
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	MNTH	4	\$ 2,000.00	\$ 8,000.00
637.34	OFFICE TECHNOLOGY AND SUPPLIES	LS	1	\$ 2,000.00	\$ 2,000.00
640.20	WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	21	\$ 0.50	\$ 10.50
640.21	YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	876	\$ 0.50	\$ 438.00
655.1202	MANHOLE FRAME & COVER	EA	1	\$ 1,200.00	\$ 1,200.00
655.1111	(11 = FRAME TYPE) (06 = GRATE TYPE)	EA	22	\$ 1,200.00	\$ 26,400.00
663.0406	PLASTIC WATER PIPE, XX" (SHARE 1)	LF	575	\$ 114.00	\$ 65,550.00
663.0604	COPPER WATER SERVICE PIPE XX" (SHARE 1)	LF	250	\$ 50.00	\$ 12,500.00
663.1301	HYDRANT (XX=SERIALIZED) (SHARE 1)	EA	3	\$ 6,000.00	\$ 18,000.00
663.160806	TAPPING SLEEVE, VALVE & VALVE BOX ASSEMBLY, XX" x YY" (SHARE 1)	EA	2	\$ 4,500.00	\$ 9,000.00
663.250X	WATER SERVICE CONNECTION, X" (SHARE 1)	EA	7	\$ 1,500.00	\$ 10,500.00
663.260X	CURB STOP & CURB BOX, X" (SHARE 1)	EA	7	\$ 1,500.00	\$ 10,500.00
ENGINEER'S ESTIMATE SUBTOTAL (EES) (SHARE 1)					\$ 156,600.00
ENGINEER'S ESTIMATE SUBTOTAL (EES) (SHARE 2)					\$ 1,147,422.90
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	1	\$66,855.00	\$66,855.00
625.01	SURVEY OPERATIONS	LS	1	\$8,747.00	\$8,747.00
ADJUSTED ENGINEER'S ESTIMATE FOR CONSTRUCTION					\$ 1,379,624.90
697.03	FIELD CHANGE PAYMENT (FCP)	DC	8,000	\$ 1.00	\$8,000.00
699.040001	MOBILIZATION 4%	LS	1	\$ 55,505.00	\$55,505.00
GRAND TOTAL ENGINEER'S ESTIMATE FOR CONSTRUCTION 2023*					\$ 1,443,129.90

*Due to the construction market pricing volatility, unpredictable lead times, and material shortages, this Opinion of Probable Cost is subject to change. This Opinion of Probable Cost only includes costs for items specifically identified herein. It is intended to give order of magnitude pricing information and is not intended to give final pricing information. It is an opinion of probable cost. Unit prices depicted herein were derived from the NYSDOT Pay Item Catalog data that is continually updated, as well as recent construction bid costs.