MEETING OF THE
ROTTERDAM TOWN BOARD

September 27, 2023
7:00 PM
Agenda Review 6:30 PM

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

PUBLIC COMMENT – PRIVILEGE OF THE FLOOR:

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

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

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

DRAFT

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

284.23 To accept Town Board meeting minutes of September 13, 2023.

285.23 To appoint Maria Rampersad to the position of Payroll Audit Clerk.

286.23 To approve budget transfers to the 2023 budget.

287.23 Establishing water/sewer rents and contract assessments for the year 2023 for the water/sewer districts.

288.23 To declare Senior Center equipment obsolete.

289.23 To negotiate and execute an agreement with Boght Veterinary Clinic.

290.23 To authorize the purchase of one pickup truck for the Parks and Recreation Department.

291.23 Authorize Change Order No. 3 with Wm. J. Keller & Sons for the Sewer District No. 7 Extension No. 2 project.

292.23 To negotiate and execute an agreement with Barton and Logudice for asbestos monitoring and construction support services of the Babe Ruth building.

293.23 Requesting bids for the Babe Ruth building asbestos abatement and demolition.

294.23 To amend Resolution 296.21 relating to the use of ARPA funds.

295.23 To authorize the purchase of one pickup truck for the Wastewater Treatment Plant.

296.23 To declare lead agency for SEQR review for the change of zone from Agricultural (A-1) to General Business (B-2) on tax parcel #57-3-7.112 and 57.7-1-1.2 known as 900 and 880 Duanesburg Road.

297.23 To accept and award bid for Rotterdam Town Hall building renovations.

298.23 To declare Lead Agency For SEQR review for the change of zone from Two-Family Residential (R-2) to Multiple-Family (R-3) Oo Tax Parcel #59.6-2-2 known as 1696 Crane Street.

299.23 To call for a public hearing on the proposed Introductory Local Law __ of 2023; To amend chapter 270, Zoning, of the Town Code, relating to a change of zone from Two Family Residential (R-2) to Multiple Family (R-3).

300.23 To negotiate and execute an agreement with Barton and Logudice for design services for the installation of a new garage door and opening inside the water district number 5 generator building.

DRAFT

301.23 To authorize a change order for Contract 1 of the Salt Storage & Yard Waste Processing Facility Project.

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT

Mollie A. Collins, Supervisor

DRAFT

RESOLUTION NO. 284.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF SEPTEMBER 13, 2023

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the September 13, 2023 Town Board meeting as attached.

SECTION 2. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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: September 20, 2023
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the September 13, 2023 Town Board Meeting.

TO BE PLACED ON TOWN BOARD AGENDA OF: September 27, 2023.

TO BE PLACED ON TOWN BOARD MEETING OF: September 27, 2023.

Background Information: Attached. To adopt the meeting minutes from the September 13, 2023 Town Board Meeting.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of September 27, 2023.

Attachment/Document(s): Attached

Compliance with Purchasing Policy: N/A

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

LEGISLATION WAS PREPARED BY: Town Clerk Diane M. Marco

TOWN OF ROTTERDAM

DIANE M. MARCO
Town Clerk

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

September 15, 2023

Certified Resolutions: #263.23-#283.23 for the year 2023 was duly adopted at the Town Board Meeting held at the Rotterdam Junction Fire Department, 1215 Main Street, Rotterdam Junction, New York 12150 on Wednesday, September 13, 2023 at 7:00 p.m. The Town Board Agenda review meeting began approximately 6:30 p.m. Agenda review was adjourned at approximately 6:45 p.m. All agreed to adjourn agenda review. The Town Board Meeting started at approximately 7:00 p.m. The Town Board Meeting was adjourned at approximately 7:50 p.m. by Councilmember Christou and seconded by Councilmember Dodson. All agreed to adjourn the Town Board Meeting.

Councilmember Miller-Herrera was absent

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE
ROTTERDAM TOWN BOARD

September 13, 2023
7:00 PM
Agenda Review 6:30 PM

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

- To recognize the introduction of Introductory Local Law No. __ of 2023 to amend §266-50, Schedule X: Exclusion of Certain Vehicles, of the Town Code of the Town of Rotterdam.
  PUBLIC HEARING CLOSED

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS
RESOLUTIONS

263.23 To accept Town Board meeting minutes of August 9, 2023.

264.23 To appoint Daniel Marsello to the position of GIS/Maps/Location Worker.

265.23 To appoint William Oster to the position of Water & Sewer Maintenance Worker.

266.23 To amend Resolution 16.23 of the year 2023; Appoint Mark D'Alessandro as Senior Citizens Center Bus Driver.

267.23 To enact Introductory Local Law No. 8 of 2023; Establish a six (6) month moratorium prohibiting battery energy storage system installations

268.23 To enact Introductory Local Law No. 9 of 2023; Establish a six (6) month moratorium prohibiting wind generation system installations.

269.23 To enact Introductory Local Law No. 10 of 2023; To amend §266-50, Schedule X: Exclusion of certain vehicles.

270.23 To approve budget transfers to the 2023 budget.

271.23 To accept revenue for Town Clerk's office for August 2023.

272.23 To negotiate and execute an agreement with Cusack and Company, Certified Public Accountants LLC.

273.23 To negotiate and execute an agreement with Greenman-Pedersen Inc.(GPI) for professional engineering services of a whole building generator for the Rotterdam Senior Citizens Center.

274.23 To negotiate and execute an agreement with Greenman-Pedersen, Inc.(GPI) for professional engineering services on the NY Route 5S Bicycle and Pedestrian Access Improvements Project.

275.23 To negotiate and execute an agreement with A-Team Pump & Control Service, LLC.

276.23 To negotiate and execute an agreement with Barton and Logudice for a final asbestos inspection.

277.23 To adopt a negative declaration on a change of zone application; Michael and Cathrine McGuire – 2917 Hamburg Street.

278.23 To enact Introductory Local Law No. 11 of 2023; To amend chapter 270, Zoning, of the Town Code, relating to a change of zone from single-family residential (R-1) to retail business (B-1).

279.23 To approve the JCAP 2023-2024 Grant for the Justice Court.

280.23 To authorize Change Order No. 4 for Contract 1 of the Salt Storage & Yard Waste Processing Facility Project.

281.23 To recognize the introduction of Introductory Local Law __ of 2023; To amend chapter 270, Zoning, of the Town Code, relating to a change of zone from two family residential R-2) to multiple family (R-3) and refer to the Planning Commission for report and recommendation.

282.23 To declare one police vehicle obsolete.

283.23 Requesting bids for Roofing Work Pump House 1 & 2.

LIAISON REPORTS
MISCELLANEOUS
EXECUTIVE SESSION
ADJOURNMENT

Mollie A. Collins, Supervisor

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 263.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF AUGUST 9, 2023

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **CHRISTOU**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby adopts the minutes of the August 9, 2023 town board meeting as attached.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	**X**		
Miller-Herrera **(Absent)**			
Dodson	**X**		
Mastroianni	**X**		
Collins	**X**		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 264.23

TO APPOINT DANIEL MARSELLO TO THE POSITION OF GIS MAPS LOCATION WORKER

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Supervisor **COLLINS,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Daniel Marsello, of Schenectady, New York 12306, is hereby appointed to the position of GIS/Maps/Location Worker, full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of fifty-two thousand three hundred nineteen and 09/100 ($52,319.09) dollars, commencing September 18, 2023.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 265.23

TO APPOINT WILLIAM OSTER TO THE POSITION OF WATER & SEWER MAINTENANCE WORKER

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Supervisor **COLLINS**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. William Oster, of Schenectady, New York 12306, is hereby appointed to the position of Water & Sewer Maintenance Worker, full time, probationary, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty-nine thousand one hundred fifty-six and 95/100 ($49,156.95) dollars, commencing September 18, 2023.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 266.23

TO AMEND RESOLUTION 16.23 OF THE YEAR 2023
APPOINT MARK D'ALESSANDRO AS SENIOR CITIZENS CENTER BUS DRIVER

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 16.23, as amended, is hereby amended and restated to read as follows: The following individuals are hereby appointed/reappointed to various additional duties and/or part time positions at the indicated rates of pay, on an as needed basis as directed by the Supervisor or his/her designee, with no employee benefits for the year 2023 as follows:

ADA Compliance Officer/Safety Officer	
James Keith	Annual Stipend $3,000
Grant Coordinator	
Peter Comenzo	Annual Stipend $5,000
Covid Compliance	
Megan Griffin	Annual Stipend $2,500
Social Media Administrator	
Megan Griffin	Annual Stipend $2,000
CDL Trainer	
Steve Skoda	Annual Stipend $1,000
Storm Water Officer	
Ryan Coulter	Annual Stipend $3,500
Deputy Comptroller – Part Time	
Paul Sebesta	Hourly Rate $100.00
School Traffic Officer	
Floyd Rorick (Maximum of 4 hours daily)	Hourly Rate $15.00
Clerk- Part Time(Highway)	
Donna Larsen	Hourly Rate $19.50
Clerk – Part Time(Police Dept)	
Allison Kartner	Hourly Rate $23.38
Storm Water Manager – Part-Time	
Mary Barrie	Hourly Rate $25.00
Water Treatment Plant Operator (1st on call)	
Ian Bonthron	Hourly Rate $35.00

Water Treatment Plant Operator (2nd on call)
Clark Collins Hourly Rate $35.00

Building Inspector – Part Time
Lloyd Denny Hourly Rate $40.00
(2 days per week, 23 weeks maximum, not to exceed $17,000 annually)

Bingo Inspector
William Purcell Hourly Rate $15.00

Safety Inspector
Kathy Fisher Hourly Rate $35.00

Accountant – Part Time
Sarah Morrison Hourly Rate $40.00

Senior Citizens Center Bus Driver
Mark D'Alessandro Hourly Rate $20.00

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 267.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 8 OF 2023; ESTABLISH A SIX (6) MONTH MORATORIUM PROHIBITING BATTERY ENERGY STORAGE SYSTEM INSTALLATIONS

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 8 of 2023.

SECTION 2. The Town Clerk is directed, following consultation with the Attorney to the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 268.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 9 OF 2023; ESTABLISH A SIX (6) MONTH MORATORIUM PROHIBITING WIND GENERATION SYSTEM INSTALLATIONS

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **CHRISTOU**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 9 of 2023.

SECTION 2. The Town Clerk is directed, following consultation with the Attorney to the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 269.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 10 OF 2023; TO AMEND §266-50, SCHEDULE X: EXCLUSION OF CERTAIN VEHICLES

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **CHRISTOU**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 10 of 2023.

SECTION 2. The Town Clerk is directed, following consultation with the Attorney to the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 270.23

TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Supervisor **COLLINS**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2023 are hereby audited and approved:

Fund	*Account No.*		*Title*	*Amount*
General	A1355 4100	FROM:	Office Supplies	-40.34
General	A8189 2000	INTO:	Equipment	+40.34
General	A1410 4300	FROM	Conference/Training	-115.00
General	A1410 4100	INTO:	Office Supplies	+115.00
General	A1410 4202	FROM	Informational Mailer	-2,000.00
General	A1410 4400	INTO:	Copier Contract & Repair	+2,000.00
General	A3620 4901	FROM:	Bldg. Insp. Bldg. Demo	-10,000.00
General	A3620 4602	INTO:	Safety Supplies	+10,000.00
S2	S28130 2000	FROM:	Equipment	-5,000.00
S2	S28120 4857	INTO:	SS2 Auto Equip. & Supply	+2,500.00
S2	S28130 4865	INTO:	SS2 Lab Equip. Parts & Sup.	+2,500.00

SECTION 2. This resolution shall become effective September 13, 2023.

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 271.23

TO ACCEPT REVENUE FOR TOWN CLERK'S OFFICE FOR AUGUST 2023

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Clerk's report for the month of August 2023, has been placed on file and the Town Clerk's check in the amount of five thousand eight hundred thirty-five dollars and 21/100 ($5,835.21) has been submitted to the Supervisor for deposit.

SECTION 2. This resolution shall become effective September 13, 2023

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 272.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CUSACK AND COMPANY, CERTIFIED PUBLIC ACCOUNTANTS LLC

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Cusack & Company, Certified Public Accountants LLC, located at 7 Airport Park Boulevard, Latham, NY 12110, for auditing services of the Rotterdam Public Housing Agency, in the amount not to exceed seven thousand one hundred and 00/100 ($7,100.00) dollars.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 273.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH GREENMAN-PEDERSEN INC.(GPI) FOR PROFESSIONAL ENGINEERING SERVICES OF A WHOLE BUILDING GENERATOR FOR THE ROTTERDAM SENIOR CITIZENS CENTER

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **CHRISTOU**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Greenman-Pedersen, Inc, located at 80 Wolf Road, Suite 300, Albany, NY 12205, for professional engineering design services for a whole building generator to serve the Rotterdam Senior Citizens Center, at 2639 Hamburg St., in the amount not to exceed fourteen thousand five hundred and 00/100 ($14,500.00) dollars.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 274.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH GREENMAN-PEDERSEN, INC.(GPI) FOR PROFESSIONAL ENGINEERING SERVICES ON THE NY ROUTE 5S BICYCLE AND PEDESTRIAN ACCESS IMPROVEMENTS PROJECT

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with Greenman-Pedersen, Inc, located at 80 Wolf Road, Suite 300, Albany, NY 12205, for professional engineering services related to the NY Route 5S Bicycle and Pedestrian Access Improvements Project, in the amount not to exceed thirty-four thousand 00/100 ($34,000.00) dollars.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 275.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH A-TEAM PUMP & CONTROL SERVICE, LLC

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Town Supervisor to negotiate and execute an agreement with A-Team Pump & Control Service LLC, located at 10 Hemlock St. Latham, NY 12110, to repair and upgrade the Highbridge Road pump station in the amount not to exceed fourteen thousand eight hundred eighty-nine and 60/100 ($14,889.60) dollars.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 276.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND LOGUDICE FOR A FINAL ASBESTOS INSPECTION

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **CHRISTOU**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice (B&L), located at 10 Airline Drive, Albany, NY 12205, to provide final visual inspection of asbestos removal for the Senior Center Roof Replacement project in the amount not to exceed two thousand and 00/100 ($2,000.00) dollars.

SECTION 2. This resolution shall become effective on September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 277.23

TO ADOPT A NEGATIVE DECLARATION ON A CHANGE OF ZONE APPLICATION MICHAEL AND CATHRINE MCGUIRE – 2917 HAMBURG STREET

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam herby adopts the Negative Declaration dated September 13, 2023, as prepared by the Senior Planner, for a Change of Zone request on ±10,645 square feet of ±14,575 square foot parcel (Lot 2) from Single Family Residential (R-1) to Retail Business (B-1) to facilitate the construction of a two-family residence.

SECTION 2. The Town Board hereby authorizes the Senior Planner to distribute all documents necessary to comply with 6 NYCRR Part 612.12 (State Environmental Quality Review).

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 278.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 11 OF 2023; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM SINGLE-FAMILY RESIDENTIAL (R-1) TO RETAIL BUSINESS (B-1)

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 11 of 2023.

SECTION 2. The Town Clerk is directed, following consultation with the Attorney to the Town, to file said Local Law in final form with the New York State Department of State.

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 279.23

TO APPROVE THE JCAP 2023-2024 GRANT FOR THE JUSTICE COURT

WHEREAS, funding has been made available under a competitive grant process through the New York State Unified Court System, Justice Court Assistance Program (JCAP), for funding assistance with municipal court projects; and

WHEREAS, it is in the best interest of the Town of Rotterdam to apply for available funding to assist with financing of such projects for the Town Justice Court; and

WHEREAS, the Rotterdam Town Board has reviewed the application for funding under the 2023-2024 Justice Court Assistance Program; NOW

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute the 2023-2024 application for the purchase of office equipment and upgrades in the Town of Rotterdam Justice Court under the New York State Unified Court System Justice Court Assistance Program.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 280.23

TO AUTHORIZE CHANGE ORDER NO. 4 FOR CONTRACT 1 OF THE SALT STORAGE & YARD WASTE PROCESSING FACILITY PROJECT

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

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to execute Change Order No. 4, with AMZ Construction Services, Inc., located at 1234 Main Street, PO Box 232, Rotterdam Junction, NY 12150, for the Salt Storage Project, for Waterline changes and Waterline Paving Remobilization for a cost increase not to exceed one hundred eleven thousand, eight hundred eight and 62/100 ($111,808.62) dollars and a new contract sum totaling one million, seven hundred twenty six thousand, nine hundred thirty seven and 55/100 (1,726,937.55) dollars.

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	**X**		
Miller-Herrera **(Absent)**			
Dodson	**X**		
Mastroianni	**X**		
Collins	**X**		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 281.23

TO RECOGNIZE THE INTRODUCTION OF INTRODUCTORY LOCAL LAW __ OF 2023; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM TWO FAMILY RESIDENTIAL (R-2) TO MULTIPLE FAMILY (R-3) AND REFER TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION

WHEREAS, The Town has received an application for a Change of Zone request on ±71,003 square feet - from Two Family Residential (R-2) to Multiple Family (R-3) to convert a three (3) unit building to a four (4) unit on the parcel known as 1696 Crane Street, Tax Map No. 59.6-2-2; and

WHEREAS, Rotterdam Town Code 270-17 4 states that Change of Zone applications shall be referred to the Planning Board for a report and recommendation prior to a public hearing; NOW

THEREFORE, UPON MOTION OF Councilmember **CHRISTOU,** seconded by Councilmember **MASTORIANNI,**

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby recognizes the introduction of an Introductory Local Law __ of 2023 to amend chapter 270, zoning, of the Town Code of the Town of Rotterdam for a change of zone from Two Family Residential (R-2) to Multiple Family (R-3) to convert a three (3) unit building to a four (4) unit.

SECTION 2. The Town Board hereby refers this Introductory Local Law __ of 2023 to the Planning Commission of the Town of Rotterdam for report and recommendation thereon.

SECTION 3. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 282.23

TO DECLARE ONE POLICE VEHICLE OBSOLETE

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the following equipment obsolete and authorizes that it be sold at auction:

2020 Ford Explorer (VIN # 1FM5K8AB1LGA71228)

SECTION 2. This resolution shall become effective September 13, 2023.

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

TOWN OF ROTTERDAM Schenectady, County NY

At the regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the Rotterdam Junction Fire Department 1215 Main Street, Rotterdam Junction, New York, 12150 on Wednesday, September 13, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 283.23

REQUESTING BIDS FOR ROOFING WORK PUMP HOUSE 1 & 2

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to call for bids for Roofing Work Pump House 1 & 2 in Rotterdam Junction.

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 Friday, the 29th day of September 2023, 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:

ROOFING WORK PUMP HOUSE 1 & 2

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., FRIDAY, SEPTEMBER 29, 2023

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

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

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

DATED: September 13, 2023
BidNet: Please publish on September 15, 2023
Daily Gazette: Please publish once on September 15, 2023
Town Clerk Post

SECTION 3. This resolution shall become effective September 13, 2023

DATED: September 13, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera **(Absent)**			
Dodson	X		
Mastroianni	X		
Collins	X		

I, Diane M. Marco, Town Clerk of the Town of Rotterdam, Schenectady County, New York, **DO HEREBY CERTIFY** that the foregoing resolutions were approved by the Town Board of the Town of Rotterdam on September 13, 2023 and that the foregoing resolution is a true and correct transcript of the original resolution and of the whole thereof and that said resolution is on file in the Town Clerk's office.

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

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Rotterdam this September 15, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



RESOLUTION NO. 285.23

TO APPOINT MARIA RAMPERSAD TO THE POSITION OF PAYROLL AUDIT CLERK

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Maria Rampersad, of Schenectady, New York 12308, is hereby appointed to the position of Payroll Audit Clerk, full time, provisionally, with full employee benefits, and subject to pre-employment background checks, at an annual salary of forty-eight thousand thirty and 53/100 ($48,030.53) dollars, commencing October 2, 2023.

SECTION 2. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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: September 21, 2023

TO: Mollie A. Collins, Town Supervisor

FROM: Marcus Montgomery, Comptroller

TITLE OF REQUEST: Appoint Ms. Maria J. Rampersad to the position of Payroll Audit Clerk.

TOWN BOARD MEETING: September 27, 2023

Background Information: Ms. Rampersad has worked for Schenectady County and has experience in municipal accounting.

Evaluation/Analysis: Ms. Rampersad has experience in payroll, billing, vouchers and general knowledge of municipal accounting.

Recommendation(s): Recommend to appoint Ms. Rampersad to the position of Payroll Audit Clerk.

Attachment/Document(s): See attached documents.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Schenectady County is an Equal Opportunity Employer. Schenectady County does not unlawfully discriminate in employment because of age, race, creed, color, national origin, sex, sexual orientation, disability, marital status, arrest and/or criminal conviction record unless based on a bona fide occupational qualification or other exception, genetic predisposition, or domestic violence victim status.

Schenectady County

Human Resources & Civil Service
620 State Street
Schenectady, NY 12305-2114

APPLICATION FOR EXAMINATION OR EMPLOYMENT

FOR COUNTY OFFICES, TOWNS, VILLAGES, SCHOOL DISTRICTS LIBRARIES AND SPECIAL DISTRICTS

1. SENIOR PAYROLL AUDIT CLERK _____
POSITION TITLE EXAM NUMBER

Date Received _____ Approved _____

Conditional _____ Disapproved _____

CIVIL SERVICE DEPT. USE ONLY

This application is part of your examination. Answer all questions fully. A resume, if submitted, cannot substitute for the application. You are encouraged to read the General Conditions and Instructions for more information.

2. Name and Legal Residence

RAMPERSAD MARIA J
Last Name First Name Middle Initial

[redacted]
Street Address or Road R.D. # or P.O. Box #

SCHENECTADY NY 12308
County City, Town, Village State Zip

Home Phone Number N/A Cell Phone: [redacted]

Email Address: [redacted]

If mailing address is different:

Street Address or Road R.D. # or P.O. Box #

County City, Town, Village State Zip

Social Security Number [redacted]

3. Police Officer & Firefighter Candidates Only:

Date of Birth (MM/DD/YYYY) ____/____/____

4. Residency Requirements: Candidates must meet the Residency Requirements as stated on the examination announcement. You must complete the following to determine if you meet these residency requirements. Indicate how long this has been your legal residence, up to the date of this application, showing that you meet the residency requirements as announced.

	Name	Years	Months
State of:	NEW YORK	[redacted]	
County of:	SCHENECTADY		
Village of:			
Town of:			
City of:	SCHENECTADY		
School District	SCHENECTADY		

5. Citizenship

A. Are you currently a U.S. Citizen? YES ☐ NO ☑

B. If not, do you have the legal right to accept Employment in the United States? YES ☑ NO ☐
[redacted] mber: _____

C. Are you a retiree from New York State or any civil division thereof? YES ☐ NO ☑

6. Special Testing Arrangements (Refer to General Conditions and Instructions). If you need Special Accommodations to take the examination, contact the Civil Service Office at (518) 388-4233.

Religious ☐ **Military** ☐ **Disability** ☐

7. Crossfiler - If you have filed or are filing SEPARATE applications for Civil Service Examinations being held on the same date, attach the CROSSFILER APPLICATION. Call to make arrangements no later than two weeks before the test date.

8. Driver's License: Complete the following if a license to operate a motor vehicle is required for the position that you are applying.

License #:	[redacted]
Restrictions:	
Expiration Date:	09/20/2026
Endorsements:	
Class of License:	D
Is this License Currently Valid	YES ☑ NO ☐

ALL STATEMENTS ARE SUBJECT TO VERIFICATION

9. Veterans Credits: If you wish to apply for Veterans Credits, complete the following questions and complete the Application for Veterans Credits (Refer to General Conditions and Instructions).

	YES	NO
Have you ever served in the Armed Forces of the United States? *(The Armed Forces means the Army, Navy, Marine Corps, Air Force, and Coast Guard, including all components thereof and the National Guard when in the service of the US pursuant to call as provided by Law on a full-time active duty basis other than active duty for training purposes).*		✓
Have you ever used additional credits as a disabled or non-disabled veteran for appointment to any position in the public employment of New York State or any of its civil divisions?		✓
Do you have a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs? This disability must have been incurred during a Time of War period listed above.		✓
After you were permanently appointed using non-disabled veteran credits, were you subsequently certified as having a service connected disability rated at 10% or more by the U.S. Department of Veterans Affairs?		✓
Are you currently a resident of New York State?		N/A

10. Additional Questions: Check the appropriate box to the right of each question.

	YES	NO
Were you dismissed or discharged from any employment for reasons other than lack of work or funds?		✓
Did you ever resign from any employment rather than face dismissal?	✓	
Did you ever receive a discharge from the Armed Forces of the United States which was other than "Honorable" or which was issued under the other than honorable circumstances?		✓
Have you ever been convicted of any crime (felony or misdemeanor)?		✓
Are you now under charges for any crime?		✓
Have you ever forfeited bail bond posted to guarantee your appearance in court to answer any criminal charge?		✓

If you answered yes to any of the above questions, you may give specifics below. If you elect not to provide specifics, or if such explanation is insufficient, you may be required to submit further information. None of the above circumstances represents an automatic bar to employment. Each case is considered and evaluated on individual merits in relation to the position (s) for which you are applying.

REMARKS: I RESIGNED MY POSITION AS STAFF ACCOUNTANT AT TRUSTCO BANK DUE TO A BETTER JOB OPPORTUNITY.

11. Licenses: If a license, certificate or other authorization to practice a trade or profession is listed as a requirement on the announcement of the examination (s) for which you are applying.

Name of Trade or Profession:			Specialty:		
License Number:					
Granted by (Licensing Agency):			City/State		
Date License First Issued:		Registered From:		Registered To:	

12. Education: If credit is claimed for a partially completed college curriculum or correspondence course, attach a list of courses and credit or semester hours completed. Indicate how many credit hours or courses are required for graduation. If required to indicate specific course work, do so on an attached sheet.

High School	
Have you ever graduated from High School or do you have possession of a High School Equivalency Diploma?	YES ☑ NO ☐
If Yes, Name and Location of High School or Issuing Government Authority:	COUVA GOVERNMENT SECONDARY SCHOOL TRINIDAD, WEST INDIES
Equivalency Diploma Number:	CARIBBEAN EXAMINATION COUNCIL PASSES

College, University, Professional or Technical School

Name of School	Number of College Credits	Degree Earned	Major Subject/ Courses	Did You Graduate? Yes	Did You Graduate? No	Date Degree Expected or Received
BRITISH SCHOOL OF COMPUTING & COMMERCE			COMPUTER LITERACY	✓		
MINISTRY OF SCIENCE, TECHNOLOGY TERTIARY EDU.			CLERICAL/OFFICE PROD.	✓		

13. Experience: All sections must be filled out completely even if you attach a resume. Begin with the most recent employment. List all employment or military service that shows that you meet the minimum qualifications for the examination. Omissions or vagueness will not be interpreted in your favor. Under *Description of Duties*, clearly describe the nature of work which you personally performed. Part-time experience will be prorated unless otherwise stated on the examination announcement. Verified and documented volunteer experience will only be credited when specifically stated on the examination announcement. *If you move to a different position within the same organization, indicate so in a separate employment box.* You may attach additional sheets if you need more space.

Length of Employment	Firm Name: SCHENECTADY COUNTY DEPT OF ENGINEERING & PUBLIC WORKS
[redacted] Month/Year (mm/yyyy)	Firm Address: 100 KELLAR AVE, SCHENECTADY NY 12306
Employment Details	**Description of Duties:**
Your Exact Title: SENIOR ACCOUNT CLERK	- PREPARE PAYROLL FOR THE AVIATION, ROAD MACHINERY AND PUBLIC WORKS DEPARTMENTS USING THE COST ACCOUNTING & KRONOS PROGRAMS.
Name of Your Supervisor: PAUL SHELDON	- RECONCILE MONTHLY BILLING TO VARIOUS DEPARTMENTS AND TOWNS FOR SERVICES PROVIDED.
Supervisor's Title: DIRECTOR OF PUBLIC WORKS	- PREPARE REQUISITIONS, VOUCHERS AND PURCHASE ORDERS TO MEET THE DEPARTMENT NEEDS BY USING THE MUNIS FINANCIAL PROGRAM.
Hours worked / wk. (exclusive of overtime): 35	- PROCESS INVOICES FOR PAYMENTS TO VARIOUS VENDORS
Reason for Leaving	- ASSIST EMPLOYEES WITH BENEFITS SITUATIONS.
	- ASSIST & PREPARE BUDGETING REPORTS WITHIN THE DEPT.

Length of Employment	Firm Name: TRUSTCO BANK
[redacted] Month/Year (mm/yyyy)	Firm Address: 5 SARNOWSKI DRIVE, GLENVILLE NY 12302
Employment Details	**Description of Duties:**
Your Exact Title: STAFF ACCOUNTANT	- MAINTAIN THE PREPAID LEDGER, AMORTIZATION SCHEDULES AND RECONCILIATIONS.
Name of Your Supervisor: NICOLE D'AMARIO	- RECONCILE THE FEDERAL RESERVE BANK AGAINST ALL BANK ACTIVITIES DAILY.
Supervisor's Title: ACCOUNTING MANAGER	- DAILY PROCESSING OF FORM 945 WITHHELD FEDERAL INCOME TAX PAYMENT TO THE IRS.
Hours worked / wk. (exclusive of overtime): 40	- RECONCILE THE OFFICIAL CHECKS LEDGERS FOR VARIOUS ACCOUNTS SUCH AS PAYROLL ACCOUNT, EXPENSE ACCOUNT ETC.
Reason for Leaving: BETTER JOB OPPORTUNITY	- PREPARE DOCUMENTS FOR QUARTERLY PROCESSING OF DIVIDENDS.

Length of Employment		Firm Name:	TRUSTCO BANK
[redacted]		Firm Address:	SARATOGA ROAD, GLENVILLE NY 12302
Month/Year (mm/yyyy)		Description of Duties:	
Employment Details		- MANAGE TELLER STAFF.	
Your Exact Title	HEAD TELLER	- RESOLVE CUSTOMER DISCREPANCIES ON TELLER STATEMENTS	
Name of Your Supervisor	MAUREEN YOUNG	- COMPLETE VARIOUS MONTHLY REPORTS SUCH AS TELLER DIFFERENCES, TELLER CASH COUNTS	
Supervisor's Title	BRANCH MANAGER	- COMPLETE WEEKLY ORDERING AND SHIPPING OUT OF CURRENCY FOR THE ENTIRE BRANCH.	
Hours worked / wk. (exclusive of overtime)	40		
Reason for Leaving	PROMOTION		

Length of Employment		Firm Name:	TRUSTCO BANK
[redacted]		Firm Address:	SARATOGA ROAD, GLENVILLE NY 12302
Month/Year (mm/yyyy)		Description of Duties:	
Employment Details		- PROCESS CUSTOMER DEPOSITS, CHECK CASHING, WITHDRAWALS ACCURATELY.	
Your Exact Title	BANK TELLER	- PREPARE BANK CHECKS SUCH AS MONEY ORDERS, OFFICER'S AND TREASURER'S CHECKS.	
Name of Your Supervisor	MAUREEN YOUNG	- RECONCILE ATM BALANCING AND TRANSACTIONS.	
Supervisor's Title	BRANCH MANAGER	- PROVIDE EXCELLENT CUSTOMER SERVICE.	
Hours worked / wk. (exclusive of overtime)	40		
Reason for Leaving	PROMOTION		

THIS AFFIRMATION MUST BE COMPLETED

I affirm, subject to the penalties of perjury, that the statements made in this application, including statements made in any accompanying papers, are true. I understand that all statements made by me in connection with this application are subject to investigation and verification and that a material misstatement or fraud may disqualify me from appointment and/or lead to revocation of my appointment. I give the employer the right to investigate all references and to secure additional job related information about me. I hereby release from liability the employer and its representatives for seeking such information and all other persons, corporations or organizations for furnishing such information. If the position I am applying for is covered by the employer's drug testing policy, I understand that as a condition of appointment to this position, I will be required to take and successfully pass a pre-employment drug test.

Maria Rampersad	MARIA RAMPERSAD	8/7/23
Signature of Applicant	Print Name	Date

(State below any other name by which you have been known)

RESOLUTION NO. 286.23

TO APPROVE BUDGET TRANSFERS TO THE 2023 BUDGET

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2023 are hereby audited and approved:

Fund	***Account No.***		***Title***	***Amount***
General	A1670 4702	FROM:	Printing Code	-20,000.00
General	A1990 4172	INTO:	Contingent Account	+20,000.00
General	W58340 4889	FROM:	Backfill/Pavement Repair	-5,000.00
General	W58340 4305	INTO:	Auto Equip Supply	+5,000.00
General	A7110 4153	FROM:	Parks Improvements	-30,000.00
General	A7110 2000	INTO:	Equipment/Facilities	+30,000.00

SECTION 2. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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: **September 22, 2023**

TO: **Mollie A. Collins, Supervisor**

FROM: **Comptroller's Office**

TITLE OF REQUEST: To approve budget transfers to the 2023 budget.

TOWN BOARD MEETING: To be placed on the Town Board Meeting of September 27, 2023

Background Information: Budget transfers are needed to correct lines.

Evaluation/Analysis: Lines with expenditures currently being appropriated to them need to be funded properly and budget transfers need to be made in order to do so.

Recommendation(s): To be placed on the Town Board meeting of September 27, 2023 and approve the transfer.

Attachment/Document(s): Memo: Diane Marco, James Keith, Morgan Coryer

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): Town Law 102, 113 & 113

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

TOWN OF ROTTERDAM

MEMORANDUM

DATE: September 14, 2023

TO: Mollie Collins, Supervisor

FROM: Diane M. Marco, Rotterdam Town Clerk

SUBJECT: Budget transfers

Please Transfer:

Into Line item:	A1990-4172 Contingent Account	-20,000.00
From:	A1670-4702 Printing Code	+ 20,000.00

General code does the codification on the local laws and since January- June we have done 6 local laws. Since we did 5 more from June till the Town Board meeting of September 13, 2023, we need to get through to December 2023.

Memorandum

To: Mollie Collins, Supervisor

From: James Keith, Senior Building Inspector

Subject: Budget Transfer

Date: September 20, 2023

Please transfer the following funds to cover expenses:

From	**W58340 4889 Backfill/Pavement Repair**	**Amount**	$5,000.00
To	**W58340 4305 Auto Equipment Supply**	**Amount**	$5,000.00

Thank you.

cc: Marcus Montgomery
Paul Sebesta

Memorandum

To: Town Board

From: Morgan Coryer, Coordinator of Parks & Senior Programs

Subject: Budget Transfer

Date: September 20, 2023

Please transfer the following funds to purchase sign posts that are necessary for the Sign Maintenance Worker to properly complete job duties:

From
A7110 4153 Parks Improvements **Amount** $30,000.00

To
A7110 2000 Equipment/Facilities **Amount** $30,000.00

Thank you.

RESOLUTION NO. 287.23

ESTABLISHING WATER/SEWER RENTS AND CONTRACT ASSESSMENTS FOR THE YEAR 2023 FOR THE WATER/SEWER DISTRICTS

THEREFORE, UPON MOTION of Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. That water/sewer rents and contract assessments for the year 2023 for the water/sewer districts of the Town of Rotterdam hereinafter set forth, be and they hereby are established and that the Receiver of Taxes and Assessments, is hereby directed to receive and collect from the several persons named on the water rent roll, the several sums mentioned in the last column thereof opposite their respective name on or after June 1 through July 31, 2023. All charges unpaid by July 31, 2023 will be placed on Town Tax Rolls with additional penalties and collected in the same manner as other Town taxes:

District:	**Charge per unit:**	**Total Collected:**
Water 3& 4	$650.71	$255,729.03
Water 5	$97.18	$1,105,743.81
Sewer 2	$306.47	$985,960.63
Sewer 3	$251.37	$38,459.61
Sewer 4	$544.44	$3,266.64
Sewer 6	$1,565.22	$6,010.44
Sewer 7	$97.07	$18,443.30
Grand Total:		**$2,413,613.46**

SECTION 2. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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: September 19, 2023

TO: Mollie A. Collins, Supervisor

FROM: Diane J. Martin, Receiver of Taxes

TITLE OF REQUEST: 2023 Water/Sewer Rent Collection

TOWN BOARD MEETING: September 27, 2023

Background Information: Annual water rent collection for Water Districts 3&4 and Water 5/Sewer categorized by user type

Evaluation/Analysis: User fee per unit set by Town Board resolution

Recommendation(s): Accept Receiver of Taxes 2023 Water/Sewer Collection totals per district from collection.

Attachment/Document(s): Water/Sewer Collection totals breakdown from Receiver of Taxes.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Diane Martin, Receiver of Taxes

RESOLUTION NO. 288.22

TO DECLARE SENIOR CENTER EQUIPMENT OBSOLETE

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, on the advice and recommendation of the Town Senior Building Inspector, hereby declares the following equipment obsolete and no longer needed by the Town and authorizes their proper disposal:

Triple Sink-No faucets or legs
Triple Sink-w/faucets, double work space
Single Sink
Dishwasher
Refrigerator-No Doors

SECTION 2. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE:	September 20, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Sr. Building Inspector
TITLE OF REQUEST:	Authorization to Dispose of Equipment
TOWN BOARD MEETING:	September 27, 2023
Background Information:	Town equipment has now become outdated or damaged and is no longer useful to the Town's operational needs.
Evaluation/Analysis:	Items contained in this list have no usefulness to the Town's operations and should be disposed of, destroyed, or recycled depending on condition of item.
Recommendation(s):	Town Board to authorize the disposal of the equipment listed.
Attachment/Document(s):	List of Obsolete Equipment
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	

OBSOLETE EQUIPMENT

-Triple Sink-No faucets or legs

-Triple Sink-w/faucets, double work space

-Single Sink

-Dishwasher

-Refrigerator-No Doors



SINK Triple



Sink Triple



sink - single



Dishwasher



Dish Washer



Refridgerator
No Door

RESOLUTION NO. 289.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BOGHT VETERINARY CLINIC

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Boght Veterinary Clinic, located at 1165 Loudon Rd, Cohoes, New York 12047, to provide supplemental sheltering and veterinary services for dogs, in accordance to the fee schedule provided in the agreement.

SECTION 2. This resolution shall be effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE: September 20, 2023

TO: Legislative Review Board

FROM: Deputy Chief William Male

TITLE OF REQUEST: Authorize the Town Supervisor to enter into an agreement with Boght Veterinary Clinic.

TOWN BOARD MEETING: September 27, 2023

Background information: The Town is currently contracted with the Montgomery County Society for the Prevention of Cruelty to Animals (MCSPCA) for the sheltering of dogs. On occasion the MCSPCA is at capacity and will not accept dogs in need of sheltering and/or veterinary services. The Boght Veterinary Clinic will provide supplemental services when needed.

Evaluation/Analysis: N/A

Recommendation(s): Authorize the Town Supervisor to enter into an agreement with Boght Veterinary Clinic to provide supplemental sheltering and veterinary services for dogs.

Attachment/Document(s): Copy of contract.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: RPD

THIS AGREEMENT is entered into by and between **DAVID A WAGONER** and **BRANDILYN WAGONER** d/b/a **BOGHT VETERINARY CLINIC**, with an office at 1165 Loudon Rd, Cohoes, NY 12047 (the "Clinic") and the **Town of Rotterdam** with an office located at 1100 Sunrise Blvd, Rotterdam, NY 12306 (the "Town"), in consideration for the mutual promises and agreements expressed herein.

1.) The Clinic shall provide and maintain a shelter for any dog lawfully seized within the Town of Rotterdam pursuant to Article 7 or Article 26 of the Agriculture & Markets Law, and any animal held pursuant to court order in accordance with such articles or other applicable law. The Clinic shall properly shelter, feed and water all dogs and other animals covered under this agreement in accordance with such articles. Upon the expiration of the minimum statutory holding period established in such articles, the Town shall recover any unclaimed dog, or other animal covered by this agreement not held by court order, for transport and lawful transfer of ownership to a third-party organization. If transfer cannot be arranged immediately following the holding period, the Clinic will continue to hold the animal per the fees established below at the Town's expense until transfer can be arranged. Should it be deemed necessary by a duly licensed veterinarian, the Clinic may humanely euthanize any animal sheltered in accordance with this agreement pursuant to Section 374 of the Agriculture and Markets Law and subject to the provisions of Section 117 of the Agriculture & Markets Law. Any fees related to the seizure or care of any animal pursuant to this agreement shall be the responsibility of the animal's owner and shall be paid prior to an animal's release.

2.) The Clinic shall make itself accessible to the Town during its regular business hours for the acceptance of dogs and other animals brought to the Clinic by the Town's officers, agents or employees. The Clinic shall provide the Town with access to the Clinic after its normal business hours for the purpose of bringing animals to the Clinic. If the Clinic's kennels are full, the Town's officer may contact the Clinic staff for assistance in kenneling the animals, or may take the animals to another shelter. The Town's officer shall contact Clinic staff regarding animals that are being brought to the Clinic after normal business hours.

3.) The Clinic agrees to provide staff in order to aid in admitting animals into the shelter during the Clinic's normal business hours.

4.) The Clinic agrees to provide necessary veterinary/medical services to all animals suffering from illness or injury, as long as such services have received prior approval from the Town's animal control officer.

5.) All dog licenses shall be issued at the Town Clerk's office pursuant to Chapter 107-10 of the Town Law.

6.) The Clinic shall collect fees in accordance with the Fee Schedule **prior** to any animals being released. The Town Clerk shall collect all redemption fees. Once paid, a release will be issued and the animal can be released from the Clinic.

7.) Animals may be redeemed by their lawful owners at the Clinic during the Clinic's regular business hours. The Clinic shall allow a lawful owner to redeem his or her dog only after the owner has provided proof of payment of the redemption fee, the dog is properly vaccinated, and has provided proof that the dog is properly licensed. The Town shall, upon the owner's request, provide the owner with proof of license.

8.) Pursuant to sections 117 and 374 (2) of the Agriculture and Markets Law, the redemption period shall be:

a.) Seven (7) days for identified dogs if the dog's owner is notified in person;
b.) Nine (9) days for identified dogs if the dog's owner is served by certified mail;
c.) Five (5) days for dogs with no identification;
d.) Five (5) days for lost, strayed, homeless or unwanted animals.

9.) Upon the Town's written request or Court order, the Clinic shall provide shelter services as set forth in this Agreement for a period greater than the redemption period specified above at the Town's expense.

10.) The Clinic shall provide shelter services to any animal to the extent that the Town is required to hold or shelter such animal pursuant to a valid Court order.

11.) The Town authorizes David A. Wagoner, DVM or his designee(s) to execute the DL-18 form or similar intake form, which shall be provided by the animal control officer. The Clinic shall complete the appropriate sections of the DL-18 form or other similar form.

12.) The Clinic shall file and maintain a complete record of any seizure and subsequent disposition of any dog in the manner described by the Commissioner of Agriculture & Markets as well as any record required by Article 7 and the rules and regulations promulgated pursuant thereto.

13.) The Clinic's records relative to the disposition of any dog seized by the Town shall be available for inspection by the Town during the Clinic's business hours.

14.) The Clinic shall procure and maintain at all times throughout the contract period the insurance required in Schedule "A" attached hereto.

15.) The Clinic agrees to indemnify, defend and hold harmless the Town and its agents, officials and employees against any and all claims, damages, demands, expenses, liabilities, losses, and judgments, including court costs, interest, disbursements and attorney fees, for personal injury, death or property damage arising out of, or as a consequence of, any negligent or intentional act or omission of the Clinic, its employees, agents, contractors or subcontractors.

16.) In accordance with Section 109 of the General Municipal Law, the Clinic shall not assign, transfer, or convey this Agreement without the prior written consent of the Town.

17.) It is intended by both the Town and the Clinic that the relationship formed by this Agreement is that of an independent contractor and that any work performed under this contract shall not create an employer/employee relationship between the parties.

18.) Any services rendered will be the responsibility of the animal owner. In instances where the animal owner refuses or is unable to pay, the Town agrees to pay the Clinic for services rendered under this agreement. The following are the fees that shall be charged for animals seized and brought to the Clinic:

Dog boarding fees: small dog (0-25 lbs) $17.00 per day; medium dog (26-50 lbs)

$19.00 per day; large dog (51 lbs or more) $22.25 per day.

Cat boarding fee: $17.00 per day

Dog euthanasia fee: $81.50

Dog cremation fee: $59.25

Cat euthanasia fee: $71.00

Cat cremation: $59.25

Veterinary services for injured cats or dogs: fee based on need (fees will not exceed standard Clinic fees)

Cat preparation for rabies test: $222.50

Dog preparation for rabies test: $222.50

Miscellaneous fees: Exam (covers initial exam, temperature, weight, record keeping and minor first aid) $55.00. Any additional medications, diagnostics, imaging and vaccines will be at the Clinic's retail cost.

19.) The above fees as listed in paragraph 18 shall be billed to the animal's owner, if known, prior to an animal being released. Any unpaid charges shall subsequently be the responsibility of the Town.

20.) The Clinic shall provide the Town with monthly invoices.

21.) With regard to animals seized and impounded pursuant to Agriculture & Markets Law Article 26 Section 353-d, Section 373 or Section 375, the owner of the animal(s) shall be responsible for any fees associated with the animal(s). In instances where an owner of an animal(s) is unable to pay, the Town shall be responsible for the costs associated with the animals.

22.) This Agreement shall become effective as of the date it is executed by both parties and shall continue in effect until_____.

23.) Either party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other party at the address set forth in this Agreement. If the Clinic provides notice of termination to the Town, notice shall be addressed to the Town of Rotterdam.

24.) This Agreement, together with its articles, schedules, attachments and any foreseeable amendments attached hereto, shall constitute the entirety of this Agreement between the parties hereto. No modifications of, or additions to, this Agreement shall be binding, unless contained in a written Amendment signed by the duly authorized officers or representatives of each of the parties hereto.

25.) If any term or provision of the Agreement shall be determined invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and each term or provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

26.) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and the signed counterparts may be transmitted via facsimile or via email.

IN WITNESS THEREOF, the parties hereto have hereunto signed this agreement on the day and year appearing below their respective signatures.

_____ _____

DAVID A WAGONER

Date:

BRANDILYN WAGONER

Date:

TOWN OF ROTTERDAM

By:_____

MOLLIE COLLINS, SUPERVISOR

Date:

RESOLUTION NO. 290.23

TO AUTHORIZE THE PURCHASE OF ONE PICKUP TRUCK FOR THE PARKS AND RECREATION DEPARTMENT

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 purchase of one 2023 Dodge Ram pickup truck for the Parks and Recreation Department, from : Joe Cecconi's Chrysler Complex located at 2380 Military Rd, Niagara Falls, NY 14304, with compliance under NYS contract, in the amount not to exceed fifty-two thousand forty-six and 00/100 ($52,046.00) dollars.

SECTION 2. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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:	September 20, 2023
TO:	Mollie Collins – Town Supervisor
FROM:	Morgan Coryer, Coordinator of Parks & Senior Programs
TITLE OF REQUEST:	Purchase of 2023 Dodge Ram for the Parks Dept.
TOWN BOARD MEETING:	September 27, 2023
Background Information:	The Parks Dept. is in need of a new pickup truck to replace an existing vehicle that is no longer able to adequately meet the needs of the department.
Evaluation/Analysis:	The Town is currently working towards enacting a town-wide vehicle replacement program so that all departmental vehicle needs are met. The purchase of this 2023 Dodge Ram would ensure that this goal is met for the Parks Dept.
Recommendation(s):	To authorize the purchase of a 2023 Dodge Ram which includes all the necessary vehicle specifications to meet the needs of the Parks Dept.
Attachment/Document(s):	Vehicle Specifications Sheet Bid Request Bid Response
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

10010(1) 3/4 Ton or 1 Ton Crew Cab Short Bed Pickup - Town of Rotterdam

Content	Answer
Purchased or Leased	Purchased
Authorized User Entity Name	Town of Rotterdam
Town/Village/City	Schenectady
County	Schenectady
Primary Contact Name	JUSTIN PETERSON
Primary Contact Title	Sr. Water Plant Operator
Primary Contact Email	JPETERSON@ROTTERDAMNY.ORG
Primary Contact Phone	5183931131
Mini-Bid Name	(1) 3/4 Ton or 1 Ton Crew Cab Short Bed Pickup - Town of Rotterdam
Type of Vehicle(s) requested	Any Make or Model that meet the specifications
Type of Vehicle Order	Pre-Existing Inventory
Method of Award	Lowest price to a single contractor that can provide the total number of vehicles requested.
Anticipated method and timeframe	One-time purchase for the total number of Vehicles requested
Number of Vehicles	1
Vehicle Type	Full-Size Pickup: GWVR is typically above 6,000 pounds
Drive Type	4WD (4x4)
Fuel Type	Gasoline only
Vehicle Specifications	Vehicle Type: Pickup Truck, Full-Size Drive Type: 4WD (4x4) Fuel Type: Gasoline Only Fuel Type (other): Model year: 2023 Transmission: Automatic

14239 (1) 3/4 Ton or 1 Ton Crew Cab 4x4 w/Short Bed Pickup - Town of Rotterdam

Summary

Name:	(1) 3/4 Ton or 1 Ton Crew Cab 4x4 w/Short Bed Pickup - Town of Rotterdam
Select type of contract:	Supplies
This is a test solicitation:	No
Activate lots:	No
Reference number:	No reference number
Purchase request number:	10010
Short description:	This solicitation is a Mini-Bid under the NYS Vehicle Marketplace and must be responded to using this eProcurement Platform.
Attached description file(s):	23166-SPECS-14239-TownofRotterdam.pdf *121 Kb* Download | Preview
Internal description: (Only visible to buyers)	

Procedure

Procedure:	○ Sealed with Preselection ○ Sealed without Preselection ○ Unsealed ○ Ongoing selection phase ○ Qualification System ● Price request
Separate opening of vault (Selection phase):	No
Offset time between end of offer phase and visibility of offers:	No
Best and Final Offer Phase (allows for adjustment after offer phase):	No
Quotation method:	Single bid
Cancel Solicitation:	No

Approval

Ask for approval:	No

Parks Dept. CC Pickup

F250/F350 or Silverado 2500/3500 Crew Cab

Single rear wheel

Gas powered 4x4

White Exterior color

Vinyl interior floor

Power windows, door locks & Heated mirrors

6 ½' Bed

Running boards

Trailer hitch with brake controller

Grill mounted amber LED Strobe lights and Taillight Flashers

Vehicle must be in currently existing inventory

14239 (1) 3/4 Ton or 1 Ton Crew Cab 4x4 w/Short Bed Pickup - Town of Rotterdam

FALLS DODGE INC dba JOE CECCONIS CHRYSLER COMPLEX

Pre-Existing Vehicles Pricing Sheet

#	Model Year	Make	Model & Trim Level	Model Code	Exterior Color	Interior Color	Seat Fabric	Drive Type	Fuel Type	NYS Base MSRP	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	Total Number of Vehicles	NYS Price for Vehicle
1	2023	ram	2500 tradesman crew cab	dj7l91	white	gray	vinyl	4x4	gas	$53,280	5%	$50,616	$1,430	1	$52,046
2														1	
3														1	
4														1	
5														1	
	Total														

Comment:

- Each row represents one vehicle offered.
- Do not enter dollar signs ($) or percentage signs (%) in the above fields.
- Offering less cars than the number of rows provided is acceptable. However, the orange/green status bar will show that the pricing sheet is partially unfilled. Buyers will only see completed rows.
- If you would like to offer more cars than the number of rows provided, please submit multiple offers.

lowest Price

2023 MODEL YEAR

RAM 2500 TRADESMAN CREW CAB 4X4

FCA US LLC

For more information visit: www.ramtrucks.com
or call 1–866–RAMINFO

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $51,225

RAM 2500 TRADESMAN CREW CAB 4X4
Exterior Color: Bright White Clear–Coat Exterior Paint
Interior Color: Black / Diesel Gray Interior Colors
Interior: Heavy–Duty Vinyl 40/20/40 Split Bench Seat
Engine: 6.4L V8 Heavy–Duty HEMI® MDS Engine
Transmission: 8–Speed Automatic 8HP75–LCV Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
Advanced Multistage Front Air Bags
Supplemental Front Seat–Mounted Side Air Bags
Supplemental Side–Curtain Front and Rear Air Bags
ParkView® Rear Back–Up Camera
3.73 Axle Ratio
Manual Shift–On–The–Fly Transfer Case
Electronic Stability Control
Electronic Roll Mitigation
Hill–Start Assist
Traction Control
Trailer Sway Damping
Anti–Lock 4–Wheel Disc Brakes
730–Amp Maintenance–Free Battery
Power Front Windows with 1–Touch Up / Down
Sentry Key® Theft Deterrent System
Speed–Sensitive Power–Locks
Push–Button Start
Power Accessory Delay
Tire Pressure Monitoring Display
Tire–Fill Alert
31–Gallon Fuel Tank

INTERIOR FEATURES
Uconnect® 3 with 5–Inch Touch Screen Display
Full Function Media Hub with 2–USB Plus Aux Port
40/20/40 Split Bench Seat
12–Volt Auxiliary Power Outlet
Tilt Steering Column
Cluster with 3.5–Inch TFT Color Display
Rear Dome Lamp
Driver / Passenger Assist Handles
Front Height–Adjustable Shoulder Belts

EXTERIOR FEATURES
Manual–Folding Telescoping Black Mirrors
Black Headlamp Bezels
17–Inch x 7.5–Inch Steel Styled Wheels
LT245/70R17E BSW All–Season Tires
Locking Tailgate
LED Hitch Lamp In Tailgate Handle
Class V Receiver–Hitch
Trailer–Tow with 4–Pin Connector Wiring
Tinted Windshield Glass
Tinted Glass Windows
Automatic Headlamps
Halogen Quad Headlamps
Incandescent Tail Lamps

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Customer Preferred Package 2GA	
Snow Chief Group	$1,155
Anti–Spin Differential Rear Axle	
Auxiliary Switches Prep	
Instrument Panel Mounted Auxiliary Switches	
Clearance Lamps	
LT275/70R18E OWL On/Off–Road Tires	
Transfer Case Skid–Plate Shield	
Dual–Alternators Rated at 380 Amps	
220–Amp Alternator	
Tradesman Level 1 Equipment Group	$195
Pwr Adj Heated TT Mirrors w/ Manual Fold/Telescope	
Exterior Mirrors with Supplemental Signals	
Mirror Running Lights	
18–Inch x 8.0–Inch Steel Wheels	$295
18–Inch Steel Spare Wheel	
Trailer Brake Controller	$395
Connected Services Delete Credit	–$250
Destination Charge	**$1,895**

TOTAL PRICE: * $54,910

WARRANTY COVERAGE
5–year or 60,000–mile Powertrain Limited Warranty.
3–year or 36,000–mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY

52,046
Joe C.
Inc. lights & steps

Assembly Point/Port of Entry: SALTILLO, MEXICO S.L. SHIP TO: SOLDTO:

VIN: 3C6–UR5CJ4PG–589865 L4–VON: 3078 0413–0

THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

California Air Resources Board

Gasoline Vehicle

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light–duty vehicle label ratings
For information on how to compare, please see www.arb.ca.gov/ep_label

Protect the environment. Choose vehicles with **higher ratings:**

Greenhouse Gas Rating (tailpipe only)

A+ C+ D
Cleaner

Smog Rating (tailpipe only)

A+ B+ D
Cleaner

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicles measured emissions.

CALIFORNIA

GOVERNMENT 5–STAR SAFETY RATINGS

Overall Vehicle Score ★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	★★★★
	Passenger	★★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	★★★★★
	Rear seat	★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★
Based on the risk of rollover in a single–vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1–888–327–4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

MOPAR. VEHICLE PROTECTION
A PRODUCT OF FCA US LLC
Ask for Mopar Vehicle Protection for your vehicle. We Built It. We Back It.

69

September 27, 2023

RESOLUTION NO. 291.23

AUTHORIZE CHANGE ORDER NO. 3 WITH WM. J. KELLER & SONS FOR THE SEWER DISTRICT NO. 7 EXTENSION NO. 2 PROJECT

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute Deduct Change Order No. 3 with WM. J. Keller & Sons, located at 1435 Route 9, Castleton, New York 12033, for the remaining allowance for the Sewer District No. 7, Extension No. 2 Carman Road project, for a deduction in the amount of eighty nine thousand seventy seven and 50/100 ($89,077.50) dollars, for a new total contract amount not to exceed two million eight hundred twenty four thousand nine hundred forty nine and 50/100 ($2,824,949.50) dollars.

SECTION 2. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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:	September 19, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Change Order #3- Deduct Change Order-Kellar and Sons Carman Road Sewer 7 Ext. 2.
TOWN BOARD MEETING:	September 27, 2023
Background Information:	LaBella has submitted a change order for Kellar and Sons who is the contractor for the Carman Road Sewer 7 Ext. 2 project for A Deduct Change Order-Contract C in the amount of $89,077.50.
Evaluation/Analysis:	LaBella has submitted a change order for Kellar and Sons for a Deduct Change Order for Contract C.
Recommendation(s):	Authorize the Supervisor to enter into an agreement with Kellar and Sons for a Deduct Change Order in the amount of $89,077.50.
Attachment/Document(s):	LaBella proposal dated August 25, 2023.
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

CHANGE ORDER NO.: 13

Owner: Town of Rotterdam
Engineer: Labella Associates
Contractor: W.M.J Keller and Sons Construction Corporation
Project: Town of Rotterdam Sewer District #7 – Extension #2 – Carman Road
Contract Name: C
Date Issued: August 25, 2023

Owner's Project No.:
Engineer's Project No.: 31892.01
Contractor's Project No.:
Effective Date of Change Order: August 25, 2023

The Contract is modified as follows upon execution of this Change Order:

Description:

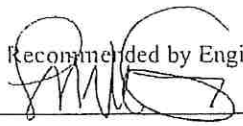
Contract C_Deduct Change Order (Remaining Allowance - $89,077.50)

Attachments:

NONE.

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 2,491,286.00	Original Contract Times-Milestone 1: Substantial Completion: 145 Ready for final payment: 159 Original Contract Times-Milestone 2: Substantial Completion: 290 Ready for final payment: 304
Change from previously approved Change Orders $ 422,741.00	Change from previously approved Change Orders Milestone 1 Substantial Completion: 0 Ready for final payment: 0 Change from previously approved Change Orders Milestone 2 Substantial Completion: 0 Ready for final payment: 0
Contract Price prior to this Change Order: $ 2,914,027.00	Contract Times prior to Change Order: Milestone 1 Substantial Completion: 145 Ready for final payment: 159 Contract Times prior to Change Order: Milestone 2 Substantial Completion: 290 Ready for final payment: 304
Decrease this Change Order: $ 89,077.50	**[Increase] [Decrease]** this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: $ 2,824,949.50	Contract Times with all approved Change Orders: Milestone 1 Substantial Completion: 145 Ready for final payment: 159 Contract Times with all approved Change Orders: Milestone 2 Substantial Completion: 290 Ready for final payment: 304

EJCDC® C-941, Change Order.
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	Recommended by Engineer (if required)	Authorized by Contractor
By:		James Phillips
Title:	Construction Services - Manager	Wm. J Keller & Sons Construction Corp. - Vice President
Date:	August 25, 2023	8/28/23
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

EJCDC® C-941, Change Order.
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TO (OWNER): Town of Rotterdam
1100 Sunrise Boulevard
ROTTERDAM, NY 12306

PROJECT: TOWN OF ROTTERDAM SEWER EXT.
CARMAN ROAD, SEWER DISTRICT
#7
ROTTERDAM , NY

APPLICATION NO: 9
PERIOD TO: 8/31/2023

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Wm. J. Keller & Sons Construct
1435 Route 9
Castleton, NY 12033

VIA (ARCHITECT): LaBella P.C.
4 British American Blvd.
Latham, NY 12110

ARCHITECT'S PROJECT NO: 31892.01

CONTRACT FOR: Carman Road Sewer District #7 - Ext. 2

CONTRACT DATE: 3/15/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	2,491,286.00
2. Net Change by Change Orders	$	333,663.50
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	2,824,949.50
4. TOTAL COMPLETED AND STORED TO DATE	$	2,824,949.50
5. RETAINAGE:		
a. 0.00 % of Completed Work	$	0.00
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	2,824,949.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	2,736,321.21
8. CURRENT PAYMENT DUE	$	88,628.29
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	422,741.00	0.00
Total approved this Month	0.00	-89,077.50
TOTALS	422,741.00	-89,077.50
NET CHANGES by Change Order	333,663.50	

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

CONTRACTOR: Wm. J. Keller & Sons Construct
1435 Route 9 Castleton, NY 12033

By: _____ Date: 8/28/23
Jameson Phillips / Vice President

State of: NY

County of: Rensselaer

Subscribed and Sworn to before me this 28 Day of August 2023

Notary Public: _____

My Commission Expires: 11/23/25

MICHAEL J. GUILIANELLI
Notary Public, State of New York
Residing in Albany County
Registration No. 4913573
Commission Expires 11/23/25

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 88,628.29

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

ARCHITECT:
By: _____ Date: 9/15/2023
JOSEPH M. LABELLA PE

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

September 27, 2023

TO (OWNER): Town of Rotterdam
1100 Sunrise Boulevard
ROTTERDAM, NY 12306

PROJECT: TOWN OF ROTTERDAM SEWER EXT.
CARMAN ROAD, SEWER DISTRICT #7
ROTTERDAM , NY

APPLICATION NO: 9
PERIOD TO: 8/31/2023

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Wm. J. Keller & Sons Construct
1435 Route 9
Castleton, NY 12033

VIA (ARCHITECT): LaBella P.C.
4 British American Blvd.
Latham, NY 12110

ARCHITECT'S PROJECT NO: 31892.01

CONTRACT FOR: Carman Road Sewer District #7 - Ext. 2

CONTRACT DATE: 3/15/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	General Conditions	96,011.00	96,011.00	0.00	0.00	96,011.00	100.00	0.00	0.00
2	Bonds & Insurance	24,000.00	24,000.00	0.00	0.00	24,000.00	100.00	0.00	0.00
3	Job Trailer	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00	0.00	0.00
4	Erosion & Sediment Control	45,188.00	45,188.00	0.00	0.00	45,188.00	100.00	0.00	0.00
5	Clearing & Grubbing	32,574.00	32,574.00	0.00	0.00	32,574.00	100.00	0.00	0.00
6	Removals	41,011.00	41,011.00	0.00	0.00	41,011.00	100.00	0.00	0.00
7	Test Pits	20,217.00	20,217.00	0.00	0.00	20,217.00	100.00	0.00	0.00
8	Traffic Control	53,280.00	53,280.00	0.00	0.00	53,280.00	100.00	0.00	0.00
9	8-inch sewer line	479,519.00	479,519.00	0.00	0.00	479,519.00	100.00	0.00	0.00
10	6-inch sewer line	301,951.00	301,951.00	0.00	0.00	301,951.00	100.00	0.00	0.00
11	4-inch sewer line	3,659.00	3,659.00	0.00	0.00	3,659.00	100.00	0.00	0.00
12	2-inch and less than HDPE	102,711.00	102,711.00	0.00	0.00	102,711.00	100.00	0.00	0.00
13	FMCO Manholes	18,933.00	18,933.00	0.00	0.00	18,933.00	100.00	0.00	0.00
14	LPCO Manholes	4,536.00	4,536.00	0.00	0.00	4,536.00	100.00	0.00	0.00
15	Sanitary Sewer Manholes	177,574.00	177,574.00	0.00	0.00	177,574.00	100.00	0.00	0.00
16	Valve Vault	42,167.00	42,167.00	0.00	0.00	42,167.00	100.00	0.00	0.00
17	Carman Road Pump Station	161,144.00	161,144.00	0.00	0.00	161,144.00	100.00	0.00	0.00
18	Carman Road PS Fence & Bollards	17,410.00	17,410.00	0.00	0.00	17,410.00	100.00	0.00	0.00
19	Pump Station Building	61,592.00	61,592.00	0.00	0.00	61,592.00	100.00	0.00	0.00
20	Infiltration Trench	4,275.00	4,275.00	0.00	0.00	4,275.00	100.00	0.00	0.00
21	Topsoil Restoration and Seeding	38,035.00	38,035.00	0.00	0.00	38,035.00	100.00	0.00	0.00

TO (OWNER): Town of Rotterdam
1100 Sunrise Boulevard
ROTTERDAM, NY 12306

PROJECT: TOWN OF ROTTERDAM SEWER EXT.
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APPLICATION NO: 9
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FROM (CONTRACTOR): Wm. J. Keller & Sons Construct
1435 Route 9
Castleton, NY 12033

VIA (ARCHITECT): LaBella P.C.
4 British American Blvd.
Latham, NY 12110

ARCHITECT'S PROJECT NO: 31892.01

CONTRACT FOR: Carman Road Sewer District #7 - Ext. 2

CONTRACT DATE: 3/15/2022

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	Sidewalk Restoration	4,040.00	4,040.00	0.00	0.00	4,040.00	100.00	0.00	0.00
23	Asphalt Restoration	217,484.00	217,484.00	0.00	0.00	217,484.00	100.00	0.00	0.00
24	Sewer Testing	19,446.00	19,446.00	0.00	0.00	19,446.00	100.00	0.00	0.00
25	Bid Item No. 2 - Removal and Replacement of Unclassified fill (400 CY)	16,000.00	16,000.00	0.00	0.00	16,000.00	100.00	0.00	0.00
26	Bid Item No. 3 - Additional 12" of Pipe Zone Bedding (100 CY)	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00	0.00	0.00
27	Bid Item No. 4 - Fourth Street Pumping Station Upgrades	171,429.00	171,429.00	0.00	0.00	171,429.00	100.00	0.00	0.00
28	Bid Item No. 5 - Watertight Cover Inserts (6 ea.)	600.00	600.00	0.00	0.00	600.00	100.00	0.00	0.00
29	Bid Item No. 6 - Fourth Street Pumping Station Forcemain Cleanout Feature	19,500.00	19,500.00	0.00	0.00	19,500.00	100.00	0.00	0.00
30	Bid Item No. 7 - Fourth Street Pumping Station Forcemain Re-Alignment	98,500.00	98,500.00	0.00	0.00	98,500.00	100.00	0.00	0.00
31	Bid Item No. 8 – Contingency Allowance	195,000.00	73,137.50	121,862.50	0.00	195,000.00	100.00	0.00	0.00
32	Change order 1	126,022.00	126,022.00	0.00	0.00	126,022.00	100.00	0.00	0.00
33	Change order 2	296,719.00	296,719.00	0.00	0.00	296,719.00	100.00	0.00	0.00
34	Change order 3 - contingency close out	-89,077.50	0.00	-89,077.50	0.00	-89,077.50	100.00	0.00	0.00
	REPORT TOTALS	$2,824,949.50	$2,792,164.50	$32,785.00	$0.00	$2,824,949.50	100.00	$0.00	$0.00

RESOLUTION NO. 292.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND LOGUDICE FOR ASBESTOS MONITORING AND CONSTRUCTION SUPPORT SERVICES OF THE BABE RUTH BUILDING

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice (B&L), located at 10 Airline Drive, Albany, NY 12205, to provide asbestos monitoring and construction support services as needed for the demolition of the Babe Ruth Building, located at 912 Poutre Avenue, in the amount not to exceed seven thousand eight hundred and 00/100 ($7,800.00) dollars.

SECTION 2. This resolution shall become effective on September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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: September 19, 2023

TO: Town Board

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

TITLE OF REQUEST: To authorize the Supervisor to enter an Agreement with Barton & Loguidice (B&L) to provide asbestos monitoring and construction support services as needed for the demolition of the Babe Ruth Building, located at 912 Poutre Avenue.

TOWN BOARD MEETING: September 27, 2023

Background Information: The Town is accepting bids from prospective contractors to demolish the building. Assuming the lowest response bid is accepted, and the demolition moves forward, B&L will provide monitoring of the asbestos abatement and provide technical support if needed during construction.

Evaluation/Analysis: The cost provided by B&L seems reasonable for the level of effort needed to perform the work.

Recommendation(s): I recommend that the Town Board approve the cost for providing asbestos monitoring and construction support services for the estimated amount of $7,800.00.

Attachment/Document(s): See proposal from B&L.

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Barton & Loguidice

September 15, 2023

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

Re: Amendment #1 for Construction Phase Services R2
Babe Ruth Building Demolition Project

File: 904.057.002

Dear Supervisor Collins,

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this scope of services and fee agreement amendment #1 for the above referenced project.

Background

In accordance with our understanding of the scope of services, we are providing this scope and fee amendment #1 to the Town of Rotterdam (Town) for asbestos project monitoring and air sampling services along with limited construction phase monitoring and administration services for the Babe Ruth building demolition project located at 912 Poutre Ave, Rotterdam, New York. It is B&L's intent to provide full-time asbestos project monitoring and part-time construction phase monitoring services.

An overview of our proposed services, schedule and associated fees is presented below.

Scope of Services

Task 1 – Asbestos Project Monitoring and, Air Sampling

B&L will provide air sampling, project monitoring, demolition observation, and restoration oversight as required. This will include background sampling prior to the start of the project, daily perimeter sampling and project monitoring during asbestos removal as required, and post-abatement clearance sampling. The services will be conducted by an experienced industrial hygiene technician accredited as both a project monitor and air sampling technician. Project monitoring services will include observation, to the extent feasible, of the asbestos contractor's work, visual inspections and coordination with Town representatives.

A report summarizing our services will be issued at the completion of the project. The report will include pertinent data including but not limited to site logs, air monitoring data sheets, laboratory reports and sample chain of custody forms.

Task 2 – Construction Phase Administration Services

B&L will provide assistance to the Town with limited administration of the Construction Contract for the work designed by B&L. Provision of services include technical support answering Contractor's questions, responding to RFIs and resolving design/construction issues during the construction of the project. Due to the limited effort required, a staff engineer will complete these services.

Schedule

B&L will begin our efforts on the project upon execution of this fee and services agreement.

Fee for Services

Our fees for the provision of the services defined above for are provided below. The unit rates below include all labor, expenses, materials, equipment, travel, administration, copying, communication, overnight packaging, and out-of-pocket expenses to complete the work. Laboratory analysis of samples collected will be additionally reimbursable at the unit rates indicated below.

Tasks	Description	Unit Price
1	Asbestos Project Monitoring and Air Sampling	$87 per hour
2	Construction Phase Administration Services	$114 per hour

Tasks	Reimbursable Laboratory	Unit Price
1	PCM Analysis (24 Hour)	$12 per analysis
1	PCM Analysis (Rush analysis)	$16 per analysis

***Our fees for the provision of the services defined above is estimated at $7,800. This estimated fee is based on 48-hours of asbestos project monitoring, 24-hours of construction phase administration.**

Assumptions:

1. The per hour cost for project monitoring/air sampling include labor, equipment, materials, travel, and related expenses to complete the scope of services. Additional staffing as a consequence of the limited schedule and required to properly oversee the work will be at the discretion of B&L.

2. Demolition observation, restoration oversight and project manager effort above and beyond that typically required during the course of the construction period will be tracked and invoiced at the unit rates provided in the fee schedule.

3. It is understood that pay applications and approval of the contractor's insurance bonding will be managed by the Town and its representatives.

4. B&L cannot be responsible for review or approval of any aspects of the asbestos or demolition contractor's insurance or bonding for the project due to insurance constraints.

5. Any additional services provided, including, but not limited to, attendance at additional meetings beyond that stated above, design work, or any other service not described herein, shall be provided following negotiation of additional compensation.

6. It is understood that power and sewer utility service shutoff and disconnect will be the responsibility of the selected contractor.

Please review this agreement and should you have any questions, you may contact our office at 518.218.1801.

Sincerely,

BARTON & LOGUIDICE, D. P.C.

Sebastian L. Reeves
Senior Project Industrial Hygienist

John E. Rigge
Vice President

SLR/JER/DAF

Authorization

Barton & Loguidice, D.P.C., is hereby authorized by the Town of Rotterdam ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

_____ _____

Mollie Collins, Town Supervisor, Town of Rotterdam Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL ENGINEERING SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("ENGINEER")

The OWNER and the ENGINEER, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement
Engineer shall provide, or cause to be provided, the services set forth in the proposal to which these terms and conditions are attached (PROPOSAL), and Owner shall pay Engineer for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions, is referred to herein as "Agreement".

2.0 Payment Procedures
Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. If Owner fails to make any payment due Engineer for services and expenses within 30 days after the date of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.0 Additional Services
If mutually agreed by Owner and Engineer, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth in the PROPOSAL if requested by the Owner. Owner shall pay Engineer for such additional services as follows: (1) as mutually agreed by Owner and Engineer, or (2) an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.0 Termination
If Engineer's services related to the project are terminated for any reason, Engineer shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the OWNER, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.0 Controlling Law
This Agreement is to be governed by the law of the state in which the Project is located.

6.0 Successors, Assigns, and Beneficiaries
Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted herein the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. 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 this Agreement.

7.0 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.

E. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer pursuant to the PROPOSAL, whichever is greater.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials) except as may be specifically defined in the Scope of Services. If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. The services to be provided by Barton & Loguidice under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Barton & Loguidice are understood by the parties to this Agreement to be strictly *engineering* opinions, advice, information or recommendations. Barton & Loguidice is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

8.0 Dispute Resolution
Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If the parties fail to resolve a dispute through negotiation then Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Engineer agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

9.0 Accrual of Claims
All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work for acts, failures to act or failures to perform occurring after Substantial Completion.

10.0 Total Agreement
This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. In the event of a conflict with contractual provisions in a Purchase Order authorization related to this Agreement, the provisions of this Agreement shall control. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The experience to
listen
The power to
solve℠

Barton
&Loguidice
www.bartonandloguidice.com

RESOLUTION NO. 293.23

REQUESTING BIDS FOR THE BABE RUTH BUILDING ASBESTOS ABATEMENT AND DEMOLITION

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 the Babe Ruth building asbestos abatement and demolition.

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

TOWN OF ROTTERDAM
NOTICE TO BIDDERS

PLEASE TAKE NOTICE: That all bids received by the Town Board of the Town of Rotterdam, by Wednesday, the 18th day of October 2023, 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:

BABE RUTH BUILDING ASBESTOS ABATEMENT AND DEMOLITION

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., WEDNESDAY, OCTOBER 18, 2023

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

DRAFT

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

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

DATED: September 27, 2023
BidNet: Please publish on September 29, 2023
Daily Gazette: Please publish once on September 29, 2023
Town Clerk Post

SECTION 3. This resolution shall become effective September 27, 2023

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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: September 15, 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 demolition of the Babe Ruth building located at 912 Poutre Avenue. Work includes asbestos and lead abatement, demolition and site restoration.

TOWN BOARD MEETING: September 27, 2023

Background Information: The building was struck by a vehicle and was temporarily shored to eliminate the potential for collapse. The Town received funding through an insurance agency to perform the final repairs and the estimated construction cost is approximately $80,000. The Town is considering demolishing the building since it no longer has a useful purpose. A conceptual cost estimate was provided by Barton & Loguidice and the cost ranges between $71,000 and $91,000. Since the demolition cost is within the ballpark of the final repairs, it is recommended that the building be demolished.

Evaluation/Analysis: Once bid is received, the town can evaluate if it is more practicable to demolish the building.

Recommendation(s): I recommend that the Town Board approve obtaining sealed construction bids for the project. Depending upon the bids received, the Town has the option to reject all bids if the cost is not within budget.

Attachment/Document(s): Construction Bid Documents

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

CONTRACT DOCUMENTS

FOR

TOWN OF ROTTERDAM
912 POUTRE AVENUE SITE

CONTRACT NO. 1
BABE RUTH BUILDING ASBESTOS ABATEMENT AND DEMOLITION

TOWN OF ROTTERDAM
DEPARTMENT OF PUBLIC WORKS
1100 SUNRISE BOULEVARD
ROTTERDAM, NEW YORK 12306

SEPTEMBER 2023

PREPARED BY:

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

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

SECTION 00 01 10

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ADVERTISEMENT FOR BIDS

TOWN OF ROTTERDAM
SCHENECTADY COUNTY, NEW YORK

912 POUTRE AVENUE
BABE RUTH BUILDING ASBESTOS ABATEMENT AND DEMOLITION

Sealed Bids for the asbestos and lead abatement and controlled demolition of the Babe Ruth Building at the 912 Poutre Avenue site will be received by the Town of Rotterdam, at the Office of the Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York, 12306, until **2:00 P.M.** local time on **October 18, 2023**. The Bids received will be **publicly** opened and read at **2:15 P.M.**

The work of this Contract consists of furnishing of all labor and material necessary for the mobilization of equipment to perform asbestos abatement in a two-story wood/masonry building and the controlled demolition. The selected Contractor will be responsible for the removal and disposal of asbestos-containing materials (ACM), asbestos-contaminated materials to accommodate the demolition, completion of the two-story building demolition, placement of clean fill over the area of the demolished building, and topsoil and seeding. Fill will be brought to an elevation to match surrounding grade. The Contractor will be responsible for placement, compaction, and testing in accordance with the project specifications

Bids will be received for a single prime Contract. Bids shall be lump sum price as indicated in the Bid Form.

Bids will be received for:

Babe Ruth Building Asbestos Abatement and Demolition

At the following location, date and time.

Location:	**Office of the Town Clerk** **Town of Rotterdam** **1100 Sunrise Boulevard** **Rotterdam, NY 12306**
Date:	**October 18, 2023**
Time:	**2:00 PM**

All bids must be received no later than 2:00 P.M. on October 18, 2023 for the October 18, 2023 bid opening at 2:15 P.M. The Town of Rotterdam will not accept late bid submissions. Electronic and in person submissions are permitted for these bidding

documents. Bids will be opened electronically and in person via Empire State Purchasing Group on the BidNet website http://www.bidnetdirect.com/townofrotterdam.

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

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

A Pre-Bid Meeting held will be held on **Friday, October 13, 2023** starting at **9:30 a.m**. and all prospective Bidders are encouraged to attend.

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

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

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

END OF SECTION

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the Advertisement or Invitation to Bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. No Bidder shall be eligible to submit a Bid who has been barred from public works projects as defined in General Municipal Law 5A-103-b.

B. Evidence of Bidder's authority to do business in the state where the Project is located.

C. Bidder's state or other contractor license number, if applicable.

D. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others".

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications and by its submission of a Bid represents and agrees that it has done so.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or Others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in

the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Unless Bidder determines it is unable to prepare a complete and accurate Bid otherwise, Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a complete and accurate Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or Others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. Should they deem necessary, visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. All access to the Site must be coordinated through Owner;

C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. Carefully study 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. Consider 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 the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

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

G. Become 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 Bidding Documents;

H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

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

J. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, 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 6 – PRE-BID CONFERENCE

6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference and will be charged with knowledge of the information provided at the conference should they choose not to attend. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having

received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda will be issued at least five (5) days prior to the date of Bid opening.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

7.03 All questions shall be forwarded to the Town Clerk's office; Attention to Diane Marco via email at dmarco@rotterdamny.org

ARTICLE 8 – BID SECURITY

8.01 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 (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 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.

8.03 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.

8.04 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.

ARTICLE 9 – CONTRACT TIMES

9.01 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.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-

equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: All major components of the proposed project.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable".

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. 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.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is

submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the location designated in the Advertisement.

15.03 Bids received after the date and time prescribed for the opening of Bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If within 3 days after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the Contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all Bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

C. All mathematical errors will be corrected. In case of a discrepancy between unit prices bid and extended totals, unit prices will govern. In case of discrepancy between the correct sum of individual bid items and the (incorrectly) calculated sum, the correct sum of individual bid items will govern.

19.04 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – WAGE RATES

22.01 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. Reference Prevailing Wage Determination PRC # 2023008481

ARTICLE 23 – SALES AND USE TAXES

23.01 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. Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.

SECTION 00 41 16.01

BID FORM - GENERAL

TOWN OF ROTTERDAM
912 POUTRE AVENUE SITE
CONTRACT NO. 1 – BABE RUTH BUILDING
ASBESTOS ABATEMENT AND DEMOLITION

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

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

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

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

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

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

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

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

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

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

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

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

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

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

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

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

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels;

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

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

CONTRACT NO. 1 –BID ITEMS

Item	Description	Quantity	Unit	Unit Price	Extension
1	Mobilization, Demobilization, Submittals, Health & Safety Plan, and Other Work as Shown on the Plans and not Incorporated In Subsequent Item Numbers	1	LS		
2	Removal & Disposal of Asbestos	1	LS		
3	Removal & Disposal of Lead	1	LS		
4	Building Demolition & Removal	1	LS		
5	Granular Fill (200 CY +/-)	1	LS		
6	Topsoil (50 CY +/-)	1	LS		
7	Seeding (2,000 SF +/-)	1	LS		
				Bidder's Lump Sum Bid	

Note: The estimated quantities provided herein are for information purposes only. Contractor shall provide all required quantities of materials to complete the work. The prices for each item will be used to determine the basis of payment.

ARTICLE 6 – TIME OF COMPLETION

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

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

A. Section 00 43 13, Bid Bond;

B. Section 00 45 19, Non-Collusive Bidding Certification;

C. Section 00 45 34, Iranian Energy Sector Divestment Certification;

D. Section 00 45 35, Sexual Harassment Prevention Certification;

E. Section 00 45 45, Prohibition on Purchase of Tropical Hardwoods Certification;

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

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

_____

By:
[Signature] _____

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

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and E-mail Address: _____

_____

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

SECTION 00 43 13

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:
Town of Rotterdam
Department of Public Works
1100 Sunrise Boulevard
Rotterdam, New York, 12306

BID
Bid Due Date: **October 18, 2023 at 2:00 P.M.**
Description *(Project Name)*: 912 Poutre Avenue
Babe Ruth Building Asbestos Abatement and Demolition

BOND
Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

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

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

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

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

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

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

3. This obligation shall be null and void if:

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

3.2 All Bids are rejected by Owner, or

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

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

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

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

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

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

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

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

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

SECTION 00 45 19

NON-COLLUSIVE 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 his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose 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 certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons 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 to 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 a bidder (a) has published price lists, rates, or tariffs covering 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 items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph (a) of this certification.

(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 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 of the 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.

FIRM: _____

By: _____

Title: _____

(CORPORATE SEAL IF ANY)

END OF SECTION

SECTION 00 45 34

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

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

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

   b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every Bidder submitting a Bid in response to this Advertisement for Bid must certify and affirm the following under penalties of perjury:

   a) "By submission of this bid, the Bidder and each person signing on behalf of the Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that Bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

   The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any Bidder that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any

Bidder who cannot make the certification, on a case-by-case basis under the following circumstances:

a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the Bidder is offered. Such determination shall be made by the Owner in writing and shall be a public document.

Signature	Title
Company Name	Date

State of _____)
) SS:
County of _____)

On this _____ day of _____, 20____, before me personally came and appeared_____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

_____

END OF SECTION

SECTION 00 45 35

SEXUAL HARASSMENT PREVENTION CERTIFICATION

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 that person's knowledge and belief:

(1) In accordance with State Finance Law 139-L, bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace;

(2) Bidder provides annual sexual harassment prevention training to all of its employees;

(3) Bidders sexual harassment policy, at a minimum, meets the requirements of section 201-G of the State Labor Law.

I hereby affirm under penalties of perjury that the foregoing statement is true.

Bidder: _____

By: _____

_____
(Please type or print name)

Title: _____

Any bid made by a corporate bidder for work or services 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 bids and the inclusion therein of this certificate.

END OF SECTION

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

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

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

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

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

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

- Bias-Based Harassment: Harassment that denigrates, offends or shows hostility or aversion toward an individual on the basis of sex, (including gender identity and the

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

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

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

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

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

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

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

verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, or which interfere with the recipient's job performance.

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

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

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

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

- Bullying, yelling, name-calling.

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

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

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

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

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

Town Supervisor, or any member of the Town Board at home if these individuals do not work during the employee's shift. Non-employees are encouraged to report incidents of alleged discrimination and harassment (including sexual harassment) to either the Department Head of the department where services are being provided, the Town Supervisor, or a member of the Town Board.

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

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

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

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

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

violates this policy will be subject to remedial action, to the extent that the Town is empowered to take such action.

Legal Protections and External Remedies – Nothing in this policy should be construed as in any way limiting employees' rights to file a formal complaint with the appropriate state or federal agencies responsible for administering anti-discrimination laws. Complainants should be aware that time restrictions may apply and need to be considered.

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court. The EEOC does not hold hearings or award relief but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to

have occurred. If an employee believes that he/she has been discriminated against at work, he/she can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

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

Contact the Rotterdam Police Department

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

SECTION 00 45 45

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

A. Bidder hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).
   1. Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.
   2. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.

B. Qualifications for an exemption under this law will be the responsibility of the Bidder to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the Bidder acknowledges that proof of qualifications for exemption are the Bidder's responsibility to meet with the approval of the state.

C. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:
   1. "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, wood to be used under this contract award complies with New York State Finance Law Section 165".

FIRM:_____

By:_____

Title:_____

(CORPORATE SEAL IF ANY)

STATE OF)
) SS:
COUNTY OF)

On this_____ day of_____, 20____, before me personally came and appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

END OF SECTION

SECTION 00 51 00

NOTICE OF AWARD

Date of Issuance:

Owner:	Town of Rotterdam	Owner's Contract No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	904.057.002
Project:	Babe Ruth Building Asbestos Abatement and Demolition	Contract Name:	

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

_____.

The Contract Price of the awarded Contract is: $_____

Six (6) unexecuted counterparts of the Agreement and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By:

Title:

Copy: Resident Project Engineer

SECTION 00 52 13

AGREEMENT

THIS AGREEMENT is by and between _____ ("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: Contract 1: 912 Poutre Avenue Site; Babe Ruth Building Asbestos Abatement and Demolition.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Barton & Loguidice, D.P.C. ("Engineer").

3.02 The Owner has retained Barton & Loguidice, D.P.C. to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss

suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner ONE THOUSAND FIVE HUNDRED ($1,500.00) for each 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.
3. Completion of Additional Work: Contractor shall pay the Owner FIVE HUNDRED ($500) for each calendar day that expires after May 15, 2024, until additional work, such as seeding and soil stabilization is complete. This additional work shall begin no earlier than April 15, 2024 and shall be completed no later than May 15, 2024.

   Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities included in the Bid Form. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Designer.

C. Total of Lump Sum Amount

_____ Dollars

(words)

And _____ cents $_____

(words) (figures)

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

a. Ninety-five (95) percent of Work completed (with the balance being retainage); and

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to one hundred (100) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two times the Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 Not Used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

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

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

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

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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

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

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance bond (pages 1 to 4, inclusive).
3. Payment bond (pages 1 to 4, inclusive).
4. General Conditions (pages 1 to 67, inclusive).
5. Supplementary Conditions (pages 1 to 14, inclusive).
6. Division 01 through Division 49 Specifications, as listed in the Table of Contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of 2 Drawings listed on the attached sheet index.

8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

   a. Notice to Proceed.

   b. Work Change Directives.

   c. Change Orders.

   d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Insurance and Statutory Compliance*

A. In acceptance of this Agreement, the Contractor covenants and certifies that it will comply, in all respects, with all federal, state and county laws which regarding work for municipal corporations including, but not limited to, Workers' Compensation and Employers Liability Insurance, hours of employment, wages and Human Rights, and the provisions of General Municipal Law §§103(a) and 103(b) and State Finance Law §§139-A and 139-B.

B. Pursuant to General Municipal Law §108, the parties hereto agree that this Agreement contract SHALL BE VOID and of no effect unless the Contractor shall secure Workers' Compensation for the benefit of, and keep insured during the life of the contract, such employees, in compliance and as may be necessary with the provisions of the Workers' Compensation Law.

C. For all of the Services set forth herein and as hereinafter amended, Contractor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, a Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below.

D. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the Authority who have been fully informed as to the nature of the Services to be performed.

E. Except for Workers' Compensation and professional liability, the Authority shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Contractor and not those of the Authority.

F. Notwithstanding anything to the contrary in this Agreement, Contractor irrevocably waives all claims against the Authority for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described herein. The provisions of insurance by Contractor shall not in any way limit Contractor's liability under this Agreement.

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

SECTION 00 55 00

NOTICE TO PROCEED

Owner:	Town of Rotterdam	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	904.057.002
Project:	912 Poutre Avenue – Babe Ruth Building Asbestos Abatement and Demolition	Contract Name:	
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is_____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Resident Project Engineer

SECTION 00 61 13

SUBCONTRACTOR'S VERIFIED STATEMENT
(SECTION 220-a OF NEW YORK LABOR LAW)

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

_____, being duly sworn, deposes and states:

1. That I am an officer of _____ (hereinafter referred to as "the Subcontractor"), a subcontractor on public contract number _____ (hereinafter "the Contract") and I am duly authorized to make this Verified Statement on behalf of the firm.
2. That I make this Verified Statement in order to comply with the provisions of Section 220-a of New York Labor Law.
3. That on _____, the Subcontractor received from _____, the public improvement contractor/subcontractor that engaged this firm as a subcontractor on the Contract, a copy of the initial/revised schedule of wages and supplements Prevailing Rate Case Number ____ (PRC) specified in the Contract.
4. That the Subcontractor has reviewed such schedule(s) of wages and supplements, and agrees to pay the applicable prevailing wages and to pay or provide the supplements specified therein.
5. I have read this Subcontractor's Verified Statement and know the contents thereof; and the same is true to my own knowledge. This Verified Statement is made by me, a person acquainted with the facts of this matter, and is made under penalty of perjury.

_____
SIGNATURE

_____
PRINT NAME

_____
NAME OF SUBCONTRACTOR

_____
TITLE WITH SUBCONTRACTOR

On this ___ day of _____, 20___, before me personally appeared _____, to me known, and known to me to be one of the firm of _____ described in and who executed the foregoing Verified Statement, and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____
Notary Public

If this verified statement is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See New York CPLR Section 2309(c); New York Real Property Law Sections 311 and 312).

CONTRACTOR'S VERIFIED STATEMENT
(SECTION 220-a OF NEW YORK LABOR LAW)

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

_____, being duly sworn, deposes and states:

1. That I am an officer of _____ (hereinafter referred to as "the Contractor") and am duly authorized to make this Verified Statement on behalf of the Contractor on public contract number _____ (hereinafter "the Contract").
2. That the Contractor fully comprehends the terms and provisions of Section 220-a of the Labor Law.
3. That the Contractor hereby files every verified statement required to be obtained by the Contractor from the subcontractors.
4. That, except as herein stated, there are no amounts due and owing from the Contractor to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract. (Set forth below the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each, respectively. If there are none, please write "N/A".)

NAME	AMOUNT

5. That, upon information and belief, except as stated herein, there are no amounts due and owing from the Contractor's subcontractors or the subcontractors of the Contractor's subcontractors to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract. (Set forth below the known names of the persons whose wages or supplements are unpaid and the known amount due to each or on behalf of each, respectively. If there are none known to the Contractor, please write "N/A" and utilize clause 5A below.)

NAME	AMOUNT

5A. That the Contractor has no knowledge of amounts due and owing from the Contractor's subcontractors or the subcontractors of the Contractor's subcontractors to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract.

6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any employees of the Contractor's subcontractors and subcontractors of the Contractor's subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to the provisions of Section 223 of New York Labor Law.

7. I have read this Contractor's Verified Statement and know the contents thereof; and the same is true to my own knowledge, except with respect to wages and supplements owing by subcontractors, which is stated upon information and belief, and, with respect to wages and supplements owing by subcontractors, I believe it to be true. This Verified Statement is made by me, a person acquainted with the facts of this matter, and is made under penalty of perjury.

_____
SIGNATURE

_____
PRINT NAME

_____
NAME OF CONTRACTOR

_____
TITLE WITH CONTRACTOR

On this ___ day of _____, 20___, before me personally appeared _____, to me known, and known to me to be one of the firm of _____ described in and who executed the Verified Statement, and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____
Notary Public

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See New York CPLR Section 2309(c); New York Real Property Law Sections 311 and 312).

(NEW YORK STATE)

SECTION 00 61 13.13

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we_____

_____

principal _____ and _____

_____

_____

surety _____, are held and firmly bound unto the Town of Rotterdam in the sum of _____ Dollars ($_____) lawful money of the United States, to be paid to the Town of Rotterdam, its successors or assigns, for which payment well and truly to be made we bind ourselves and all and each of our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals Dated this _____ day of _____, 20__.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden, the Contractor _____ with the Town of Rotterdam in the foregoing contract named, shall and will faithfully perform the work and furnish the materials and supplies in and by said contract agreed by _____ to be performed and furnished, and shall faithfully perform and comply with all the conditions and obligations of said contract on _____ part in every particular, and shall promptly make payment of the sums due to all persons supplying labor and material in the prosecution of the work provided for in said contract, then and in that event, this obligation to be void, otherwise to remain in full force and virtue.

(Affix seal if principal is a corporation; if principal is a co-partnership, each partner should sign individually under the firm name)

Principal_____L.S.

_____L.S

_____L.S

Surety _____L.S.

(Affix seal if surely is a corporation)

_____L.S.

_____L.S.

(If signed by a Surety Company, affix authority of its officers to sign and its latest sworn financial statement unless these are on file in the Village Clerk's office, when this fact should be so stated.)

(If signed by individual sureties, the justification as well as the acknowledgement on the reverse side should be completed in two places.)

(All signatures should be acknowledged below. The surety, if a corporation, may affix its forms of acknowledgement as particularly applicable to its method of execution.)

CONTRACTOR, IF AN INDIVIDUAL, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of_____ 20__, before me personally

appeared _____ to me known and known to me to

be the individual described in and who executed the within

instrument, and he duly acknowledged that he executed the same.

_____

Notary Public,_____County

Commission of Deeds_____

CONTRACTOR, IF A CO-PARTNERSHIP, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this _____ day of _____ 20___, before me personally

appeared _____, to me known, and known to me to be one

of the firm of _____

described in and who executed the foregoing instrument, and he

_____ thereupon _____ acknowledged to

me that he executed the same as and for the act and deed of said firm.

_____

Notary Public, _____ County

Commissioner of Deeds_____

CONTRACTOR, IF A CORPORATION, ACKNOWLEDGE HERE

STATE OF NEW YORK
COUNTY OF SCHENECTADY
TOWN OF ROTTERDAM

On this_____ day of_____, 20___, before me the subscriber personally came_____, to me known, who being by me duly sworn did depose and say that he resides in the City of_____; that he is the _____ of the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed pursuant to a resolution of the Board of Directors of said corporation and that he signed his name thereto by like order.

_____

Notary Public, _____ County

Commissioner of Deeds_____

SURETY COMPANY ACKNOWLEDGEMENT MAY BE AFFIXED HERE

I hereby approve foregoing surety_____ _____

Dated, Town of Rotterdam, New York _____ 20_____

_____Mayor

END OF SECTION

SECTION 00 63 36

FIELD ORDER

Field Order 001

Date of Issuance:		Effective Date:	
Owner:	Town of Rotterdam	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:		Engineer's Project No.:	904.057.002
Project:	912 Poutre Avenue – Babe Ruth Building Asbestos Abatement and Demolition	Contract Name:	

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____ Specification(s) _____ Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:	RECEIVED:
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____
Date: _____	Date: _____

Copy to: Owner

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Work Change Directive No.

Date of Issuance:		Effective Date:	
Owner:	Town of Rotterdam	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Barton & Loguidice, D.P.C.	Designer's Project No.:	904.057.002
Project:	912 Poutre Avenue - Babe Ruth Building Asbestos Abatement and Demolition	Contract Name:	Construction Contract

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price $ [increase] [decrease].

Contract Time days [increase] [decrease].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

RECOMMENDED:	AUTHORIZED BY:	RECEIVED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title:	Title:	Title:
Date:	Date:	Date:

Approved by Funding Agency (if applicable)

By: Date:

Title:

[This page intentionally left blank]

SECTION 00 63 63

CHANGE ORDER

Change Order No. _____

Date of Issuance:		Effective Date:	
Owner:	Town of Rotterdam	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	904.057.002
Project:	912 Poutre Avenue – Babe Ruth Building Asbestos Abatement and Demolition	Contract Name:	Construction Contract

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments:

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $_____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $_____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized	Contractor (Authorized
Title: _____	Titl _____	Titl _____
Date: _____	Dat _____	Dat _____

SECTION 00 65 16

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Town of Rotterdam	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	904.057.002
Project:	912 Poutre Avenue – Babe Ruth Building Asbestos Abatement and Demolition	Contract Name:	Construction Contract

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

_____
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

Amendments to Owner's responsibilities: ☐ None ☐ As follows

Amendments to Contractor's responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

SECTION 00 72 16

GENERAL CONDITIONS

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment

into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement which provides Engineer the time necessary, in its professional judgment, for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if, in Engineer's professional judgment, it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless:

a. Contractor had actual knowledge thereof, or

b. Contractor failed to fully or adequately perform the verifications and review required by Paragraphs 3.03 A. 1. and 3.03 A. 2. and should have had actual knowledge thereof had it done so

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible

after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness allowing sufficient time in Engineer's professional judgment to review the matter, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

Coordinate with Owner's legal counsel and supplementary conditions. May wish to add No damage for delay clause.

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c)

damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Subject to the limitations stated therein, Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made,

then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will within a reasonable time which, in it its professional judgment, allows sufficient opportunity to consider the matter, review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating

whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

   c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

   a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

   b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

   b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

   c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

   d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will within a reasonable time which, in it its professional judgment, allows sufficient opportunity to consider the matter, review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

   1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph

5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler

explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been

given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion and exercise of professional judgment determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability and will not be liable for its decisions in that regard made in good faith. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for

review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

   a. shall certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design,

      2) be similar in substance to that specified, and

      3) be suited to the same use as that specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from that specified, and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability and will not be liable for its decisions in that regard made in good faith. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the

Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself),

including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors to the extent arising out of:

1. the negligent preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Licensed professional shall be properly insured, shall name the Owner and Engineer as additional insureds. The Contractor shall supply a copy of the certificate of insurance prior to commencing services. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents.

Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all

fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in its professional judgment in order to endeavor to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will endeavor to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a reasonable degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner reasonably informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the

responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the Owner and Contractor expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will

be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

   1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 14 days) after the start of the event giving rise thereto, or after

such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by

Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine, in its professional judgment, whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, fees of the Engineer resulting from the defective work and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed as expeditiously as is reasonable under the circumstances. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and

Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing

Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

   1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

   1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

      a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

      b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

      c. Contractor has failed to provide and maintain required bonds or insurance;

      d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

      e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

      f. the Work is defective, requiring correction or replacement;

      g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

      h. the Contract Price has been reduced by Change Orders;

      i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

      j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to

be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied in its professional judgment that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing

Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Times, directly attributable to any such suspension. Any Change Proposal seeking such adjustment shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate has substantially corrected its failure to perform and proceeds diligently to completely cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work; and

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer ,without good cause, fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer, without good cause, has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION

SECTION 00 73 16

SUPPLEMENTARY CONDITIONS

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01 B. and C. in their entirety and insert the following in their place:

B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

C. Evidence of Owner's Insurance: After receipt from Contractor of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner under Article 6 (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

SC-2.02 Copies of Documents

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor [1] copy of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

SC-2.03 Before Starting Construction

SC-2.03 Add the following language at the end of the first sentence of Paragraph 2.03.A:

The preliminary Progress Schedule shall be the 90-Day Progress Schedule identified in Specification Section 01 32 16, Construction Progress Documentation. A baseline Progress Schedule and subsequent monthly updates are required at the times indicated in Specification Section 01 32 16, Construction Progress Documentation.

SC-2.03 Add the following language at the end of the second sentence of Paragraph 2.03.A.3:

The Schedule of Values shall be subdivided into categories matching each line item on the Bid Form. Additional requirements for the Schedule of Values are supplemented in Specification Section 01 29 00, Payment Procedures.

SC-2.06 Electronic Transmittals

SC-4.01 Add the following language at the end of Paragraph 2.06.C:

D. The following protocol shall be used for electronic transmittals.

1. Send submittals via electronic mail to fred@fcmengpllc.com and fmastroianni@rotterdamny.org.

E. Limitations on reliance of electronic transmittals is as follows:

1. Email size limited to 20 MB.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new subparagraphs immediately after Paragraph 5.06.A.2:

A.3 The following reports regarding Hazardous Environmental Conditions at the Site are known to the Owner:

a. Report dated December April 28, 2023, prepared by Barton & Loguidice, D.P.C. Albany, N.Y., entitled: "Asbestos Investigation and Sampling Services Babe Ruth Building Abatement and Demolition Planning Town of Rotterdam", consisting of 22 pages.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.03 Contractor's Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:		Statutory
Federal, if applicable (e.g., Longshoreman's):		Statutory
Jones Act coverage, if applicable:		
Bodily injury by accident, each accident	$	1,000,000
Bodily injury by disease, aggregate	$	
Employer's Liability:		
Bodily injury, each accident	$	1,000,000

Bodily injury by disease, each employee	$	1,000,000
Bodily injury/disease aggregate	$	1,000,000
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$	NA
Foreign voluntary worker compensation		Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	$	2,000,000
Products - Completed Operations Aggregate	$	2,000,000
Personal and Advertising Injury	$	1,000,000
Each Occurrence (Bodily Injury and Property Damage)	$	1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:		
Each person	$	
Each accident	$	
Property Damage:		
Each accident	$	
Combined Single Limit of	$	1,000,000

4. Excess or Umbrella Liability:

Per Occurrence	$	2,000,000
General Aggregate	$	2,000,000

5. Contractor's Pollution Liability:

Each Occurrence	$	1,000,000
General Aggregate	$	1,000,000

☐ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: Barton & Loguidice, D.P.C., The Town of Rotterdam, it's employees and agents from and against all claims, damages, losses and expenses arising out of any negligence of the successful bidder.

7. Contractor's Professional Liability:

Each Claim	$ 2,000,000
Annual Aggregate	$ 2,000,000

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 8:00 AM to 4:30 PM, Monday through Friday, excluding legal holidays.
2. Owner's legal holidays are:
   a. New Year's Day
   b. Dr. Martin Luther King Jr. Day
   c. President's Day
   d. Memorial Day
   e. Labor Day
   f. Columbus Day
   g. Veteran's Day
   h. Thanksgiving Day
   i. Christmas Day

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.08 Permits

SC-7.08.A. Add the following subparagraph to Paragraph 7.08.A of the General Conditions:

1. Contractor is required to comply with all requirements of permits imposed upon Owner in the same manner required by Owner.

SC-7.09 Taxes

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-7.12 Safety and Protection

SC-7.12 Insert the following after the second sentence of Paragraph 7.12.C:

SC-H. The Contractor shall be responsible for providing a "Safe Place to Work". This obligation shall include adherence to all OSHA, PESH, CDC, applicable Federal, State and local regulations that may relate to the safety of the Contractor's employees, subcontractors, agents, assigns, and/or the public. The Health and Safety Program shall be prepared in accordance with 29 CFR 1910, "General Industry Safety and Health Standards", and 29 CFR 1926, "Construction Industry Safety and Health Standards". A confined space entry program shall be specifically included, as required. 7.18 Indemnification

SC-7.15 Emergencies

SC 7.15 Add the following paragraph after Paragraph 7.15:

B. Contractor shall designate one person to respond to emergencies and act on the Contractor's behalf during off-work hours at the Site. The person's name, address, and telephone number shall be provided to Owner during the preconstruction conference and the designated person shall be on call during off-work hours. Response time shall not exceed one hour after notification is given by Owner and/or Engineer that an emergency exists at the Site.

SC-7.16 Shop Drawings, Samples, and Other Submittals

SC-7.16.B In Paragraph 7.16.B, replace "in accordance with the accepted Schedule of Submittals" with "in accordance with the Contract Documents".

SC-7.18 Delete Paragraph 7.18.A. and replace with the following

A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Town of Rotterdam, and its agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to

attorney's fees, arising out of or resulting from the performance of the Work, but only to the extent caused by the intentional acts or negligent acts or errors or omissions of the Contractor, the Contractor's subcontracts, agents, assigns, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by the Town of Rotterdam. Such obligation shall not be construed to negate, abridge, waive eliminate, or reduce any other right or obligations of indemnity, including specifically but not limited to common law indemnity or contribution which would otherwise exist as to a party or person described in this paragraph.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison:
    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

c. Maintain records for use in preparing Project documentation.

11. Reports:

    a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

    b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

    a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

    b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.

    c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 12 – CLAIMS

Delete 12.01.D. in its entirety and replace with the following:

12.01.D Adjudication of Claims

12.01.D.1. To the fullest extent permitted by law, the Contractor hereby waives any claims that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there hereafter is any unjust enrichment to the Work, as a basis for an increase in any amounts due the Contractor or a change in any time period provided for in the Contract.

12.01.D.2. Claims for Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than fourteen (14) calendar days after first observance of the conditions. The Engineer will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, and such difference would not reasonably have been discovered by a reasonably competent Contractor prior to bid, then the Engineer will recommend to the Owner an equitable adjustment in the Contract Sum or the Contract Time, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents, or that such difference would reasonably have been discovered by a reasonably competent Contractor prior to bid, and that no change in the terms of the Contract is justified, the Engineer shall so notify the Owner and the Contractor in writing, stating the reasons. Claims by the Contractor in opposition to such determination must be made within 21 days after the Engineer has given notice of the decision. If the conditions encountered are materially different, and such difference would not reasonably have been discovered by a reasonably competent Contractor prior to bid, the Contract Sum and Contract Time shall be equitably adjusted.

12.01.D.3. Claims for Additional Cost: If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property.

12.01.D.4. Claims for Additional Time:

a. Any Claim for an increase in the Contract Time, must be preceded by written notice detailing the cause of each such delay which notice must be given in writing to the Owner and the Engineer within five (5) days of such time as the occurrence causing the delay

should have been detected. Such notice must specify each such occurrence, describe how the occurrence is causing delay, include an estimate and description of each cost or damage being incurred as a result of the delay, and set forth the probable effect of delay on the progress of the Work.

b. Failure to strictly comply with these requirements by the Contractor shall constitute a waiver of such claim and constitute sufficient cause to deny any extension of time.

c. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

d. In planning its construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated the amount of magnitude of adverse weather conditions normal to the site of the Work for the seasons involved. Only those weather delays attributable to other than normal weather conditions will be considered.

12.01.D.5. An extension of the Contract Time, to the extent permitted hereunder shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance or obstruction in the performance of the Work, (3) loss of productivity; or (4) any delay-related claim (collectively referred in this subparagraph as "Delay") whether or not such Delay is foreseeable. In no event shall the Contractor be entitled to any compensation or recovery of any damages, in connection with any Delay, including, without limitation, consequential damages, lost opportunity cost, impact damages, labor inefficiency damages, or overhead costs. Notwithstanding the foregoing, in the event the Delay is solely caused by the acts of the Owner, the Contractor shall be permitted an extension of time to complete the Work and an equitable adjustment to the Contract Sum in the amount of Contractor's increased labor costs caused by the Delay.

12.01.D.6. The Contractor understands that the timely prosecution of Contractor's obligations under the Contract is essential to the efficient completion of the Project and may have a direct bearing on the costs incurred by all other Prime Contractors. Some of the Contractor's obligations in this regard include, but are not limited to: 1) Completing the Work in an orderly fashion and in accordance with an agreed upon progress schedule; 2) Timely coordination and cooperation with the Owner, the Engineer, and the other Prime Contractors to resolve disruptions, interferences or other problems as they arise; 3) Providing sufficient personnel, systems and procedures to insure that required materials, supplies, and skilled human resources are available so that the Work is timely understood, anticipated, progressed, and communicated where require to others involved with the Project; 4) Maintaining accurate job progress schedules and systems; 5) Timely notifying others working on the site when delays or interferences occur that will affect the Contractor's or others' work pertaining to the Project; 6) Providing a skilled, informed, and properly supported superintendent at the Project site and at all required job meetings to provide meaningful information and commitments to efficiently cooperate in coordinating the Work of the various Contractors; and 7) Timely reviewing all job minutes, correspondence and other communications and responding to same when required. Accordingly, Contractor shall indemnify and save the Owner harmless

from all damages, costs and expenses incurred by reason of Contractor's failure to timely prosecute its obligations under this Agreement.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 Cost of the Work

SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery:

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in their proposal. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than $1,000 will be considered small tools.

SC-13.03 Unit Price Work

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01.D. Payment Becomes Due

SC-15.01.D In Subparagraph 15.01.D.1, replace "Ten days" with "30 days".

SC-15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.01 Methods and Procedures

SC 17.01.B Add the following new subparagraph to Paragraph 17.01.B:

1. Final resolution of unresolved disputes shall be resolved in the Supreme Court of New York in and for Schenectady County.

ARTICLE 19 – NO DISCRIMINATION

SC-19.01 The Contractor will not discriminate against any employee or applicant for employment on the basis of sexual or affectional preference or orientation.

SC-ARTICLE 20. Add the following new Article:

ARTICLE 20 – NEW YORK STATE PUBLIC WORKS LABOR LAWS

SC-20.01 10-Hour Safety Course (NYS Labor Law Section 220-h, eff. 7/18/08).

A. All laborers, workers, and mechanics employed in the performance of the contract on the public work site, either by the contractor, subcontractor or other person or contracting to the whole or a part of the work contemplated by the contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration is at least ten hours in duration.

SC-20.01 Compliance with Prevailing Wage and Supplements Laws

A. The following outlines the procedures required by Sections 220 and 220-a of the New York State Labor Law to ensure that all laborers working on this Contract are paid prevailing wages and supplements. Compliance with these procedures, including the filing of payrolls in a manner consistent with Section 220(3-a) of New York Labor Law, is a condition precedent to payment of any sums due and owing to the Contractor for work performed on the Project that is the subject matter of this Contract.

1. Public improvement contractors and subcontractors must provide each of their subcontractors with a copy of the schedule of wages and supplements specified in the public improvement contract before each of the subcontractor's work is started.

2. Pursuant to Section 220-a(1) of New York Labor Law, upon receipt from the public improvement contractors and subcontractors of a copy of the schedule of wages and supplement specified in the public improvement contract, the subcontractors engaged by a public improvement contractor or subcontractor that engaged them a verified statement attesting that the subcontractor has received and reviewed the schedule of wages and supplements and any subsequently issued schedule and agrees that it will pay the applicable prevailing wages and will pay or provide the supplements specified therein. A blank subcontractor's verified statement that meets the requirements of Section 220-a(1) of the New York Labor Law can be found on herein.

3. The public improvement contractors and subcontractors must immediately obtain their subcontractors' verified statements. Such verified statements must be maintained by the public improvement contractors and subcontractors until the final payment has been made.

4. Pursuant to Section 220-a(2) of New York Labor Law, before approval and issuance of final payment on this contract, the Contractor is required to file with the Owner every verified statement required to be obtained by the Contractor from its subcontractors and to file a verified statement with the Owner certifying to the amounts then due and owing from such contractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the Contract, setting forth therein the names of the persons whose wages of supplements are unpaid and the amount due to each or on behalf of each, respectively. The Contractor's verified statement shall also set forth the amounts known by the Contractor to be then due and owing from each subcontractor, or from a subcontractor of such subcontractor, for wages or supplements, or shall certify that the Contractor has no knowledge of such amounts owing to or on behalf of any laborers of its subcontractors, and that in the event it is determined by the Commissioner of Labor that the wages or supplements or both of any employees of such subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements pursuant to the provisions of Section 223 of the New York Labor Law. A blank contractor's verified statement that meets the requirements of Section 220-a(1) of the New York Labor Law can be found with the prevailing wage insert in this Project Manual.

5. If revised schedules of wages and supplements are issued after the verified statement required in subparagraph 2 herein has been provided by the subcontractors, the public improvement contractors and subcontractors must provide each subcontractor with such revised schedules and receive and obtain from each subcontractor a new verified statement.

6. Each contractor and subcontractor shall submit to the Owner within thirty days after the issuance of its first payroll on the Project and every thirty days thereafter, a transcript of the payroll record, as provided for in Article 8 of the New York Labor Law, subscribed to and sworn to or affirmed as true under the penalties of perjury.

7. To satisfy the requirements set forth subparagraph 2 and subparagraph 4, a copy of the subcontractor(s)' verified statement(s) and the Contractor's verified statement must be submitted to the Owner with the Contractor's final payment request. At the same time, the original of the subcontractor(s)' verified statement(s) and the Contractor's verified statement must be sent to the Owner. Failure to obtain and provide the required verified statements will delay the Contractor's final payment.

8. The term "subcontractor" applies to both the subcontractor of the Contractor and subcontractors of a subcontractor.

SC-20.03 Compliance with New York State Public Works Labor Laws

A. Contractor shall comply with the requirements of New York State Labor Law Article 8, et. seq.). These laws are summarized in the prevailing wage insert in this Project Manual.

SC-20.04 NYS Public Works Labor Laws Web Page

A. Additional information can be found at the NYS Department of Labor Web pages pertaining to Public Work:

https://www.labor.ny.gov/workerprotection/publicwork/pwcontents.shtm

END OF SECTION

SECTION 00 73 18

CONSENT OF SURETY FOR FINAL PAYMENT

Location _____

Project No _____ Contract No. _____

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:

_____

_____

_____

_____

on the Payment Bond of the following named Contractor:

_____

_____

_____

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner as set forth in said Surety company's bond:

_____

_____

_____

_____

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____

day of _____, 20___.

_____
(Name of Surety Company)

(Affix corporate seal here)

_____
(Sign. of Authorized Representative)

(This Page Intentionally Left Blank)

Subcontractor's Certification of Receiving Schedule(s) of Wages and supplements in Compliance with the New York State Labor Law, Section 220-a.

I, _____, as _____ of
(Title or Position)

_____ (Subcontractor), a subcontractor of _____
(Company Name)

(Prime) on PRC No. _____, am duly authorized to make this affidavit on behalf of this sub-contractor, and being duly sworn, depose and say that:

In compliance with the provisions of Section 220-a of the Labor Law, do hereby state verify receipt from Prime of the original schedule(s) of wages and supplements for this project applicable for the period from July 1, 20 through June 30, 20 for the county(ies) of _____

_____

Furthermore, by these present, I do hereby verify that I have reviewed said schedule(s), and agree for and on behalf of Subcontractor to pay the applicable prevailing wage and to pay or provide the supplements specified therein.

_____
Signature

VERIFICATION:

STATE OF NEW YORK)
COUNTY OF) SS.:

On the day of ,20 , before me personally came _____ ,

to me known and who, being by me duly sworn, did depose and say that he/she is authorized to execute the foregoing instrument on behalf of the Prime, has read the foregoing, knows the contents thereof, knows same is true, and he/she has signed his/her name hereto.

_____
Notary Public

PW-51 (03-04)

SECTION 00 73 46.10

NYS PREVAILING WAGE RATES

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Rotterdam

Sebastian Reeves, Sr. Proj.Industrial Hygienist
Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany NY 12005

Schedule Year 2023
Date Requested 07/18/2023
PRC# 2023008481

Location 912 Poutre Avenue
Project ID#
Project Type Babe Ruth Building Demolition Project

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2023 through June 2024. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment.Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed $100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds $25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of $50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Unemployment Insurance

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Rotterdam

Sebastian Reeves, Sr. Proj.Industrial Hygienist
Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany NY 12005

Schedule Year 2023
Date Requested 07/18/2023
PRC# 2023008481

Location 912 Poutre Avenue
Project ID#
Project Type Babe Ruth Building Demolition Project

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
[ ] (01) General Construction
[ ] (02) Heating/Ventilation
[ ] (03) Electrical
[ ] (04) Plumbing
[ ] (05) Other : _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

www.labor.ny.gov. PW 16 Ask.PWAsk@labor.ny.gov

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub**. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.ny.gov* or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. *In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

NEW YORK STATE OF OPPORTUNITY. | Department of Labor

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless **all** three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

Penalties for paying workers off the books or improperly treating employees as independent contractors:

• **Civil Penalty**	First offense: Up to $2,500 per employee
	Subsequent offense(s): Up to $5,000 per employee
• **Criminal Penalty**	First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year.
	Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:

https://dol.ny.gov/public-work-and-prevailing-wage

If you feel that you have not received proper wages or benefits, please call our nearest office.*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name: _____

Project Location: _____

PW 101 (4.15)

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is $250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is $3 million in Bronx, Kings, New York, Queens and, Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirement s on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Schenectady County General Construction

Boilermaker — 07/01/2023

JOB DESCRIPTION Boilermaker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

WAGES
Per hour

	07/01/2023	01/01/2024 Additional
Boilermaker	$ 40.09	+ $1.31*

(*) To be allocated at later date.

SUPPLEMENTAL BENEFITS
Per hour

Journeyperson	$25.95 + 1.49**

(**) This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES
Wages per hour
(1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th
19.35 +1.49**	19.35 +1.49**	20.29 +1.49**	21.23 +1.49**	22.17 +1.49**	23.13 +1.49**	24.06 +1.49**	25.01 +1.49**

(**) This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

1-197

Carpenter - Building — 07/01/2023

JOB DESCRIPTION Carpenter - Building **DISTRICT** 2

ENTIRE COUNTIES
Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour:	07/01/2023	07/01/2024 Additional	07/01/2025 Additional
Carpenter	$ 35.30	$ 1.25*	$ 1.25*
Floor Coverer	35.30	1.25*	1.25*
Carpet Layer	35.30	1.25*	1.25*
Dry-Wall	35.30	1.25*	1.25*
Diver-Wet Day	61.25	0.00	0.00
Diver-Dry Day	36.30	1.25*	1.25*
Diver Tender	36.30	1.25*	1.25*

*To be allocated at a later date

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Drivers/Dock Builders shall receive $0.25 per hour over the journeyman's rate of pay when performing piledriving/dock building work.

- Certified welders shall receive $1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus $1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  0' to 80' no additional fee
  81' to 100' additional $.50 per foot
  101' to 150' additional $0.75 per foot
  151' and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51' to 100' additional $.75 per foot
  101' and deeper additional $1.00 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK
On Agency/Owner mandated shift work, the following rates will be applicable:
1st Shift - Regular Rate
2nd Shift - Premium of 7% of base wage per hour
3rd Shift - Premium of 14% of base wage per hour
Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 23.42

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES
CARPENTER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

$ 12.41	$12.41	$15.01	$15.01

PILEDRIVER/DOCK BUILDER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%*	70%*	75%*	80%*

*Pile Driver/Dock Builder apprentices shall receive an additional $0.25 per hour worked when performing piledriving/dock building work.
Supplemental Benefits per hour:

$ 12.41	$ 12.41	$ 15.01	$ 15.01

LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

$ 12.41	$ 12.41	$ 15.01	$ 15.01

ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- Certified welders shall receive $1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus $1.50 per hour.

2-291B-Alb

Carpenter - Building / Heavy&Highway — 07/01/2023

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES
Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour:	07/01/2023	07/01/2024 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	$ 34.48	$ 2.25*

*To be allocated at a later date
Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 26.30

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES
Wages per hour (1300 hour terms at the following percentage of Journeyman's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

1st term	$ 17.56
2nd term	18.04
3rd term	20.06
4th term	20.54

2-42AtSS

Carpenter - Heavy&Highway — 07/01/2023

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Albany, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour	07/01/2023	07/01/2024 Additional
Carpenter	$ 41.32	$ 4.00*

Piledriver	41.32	4.00*
Diver-Wet Day	66.32	4.00*
Diver-Dry Day	42.32	4.00*
Diver-Tender	42.32	4.00*

*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- When project owner mandates a single irregular work shift, the employee will receive an additional $3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $2.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51'to 100' additional $.50 per foot
  101'to 150' additional $0.75 per foot
  151'and deeper additional $1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51' to 100' additional $.75 per foot
  101' and deeper additional $1.00 per foot
- Diver rates applies to all hours worked on dive day.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 23.75

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled work day before and after the Holiday.
- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES
CAPRENTER APPRENTICES
Wages per hour (1040 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th
65%	70%	75%	80%	85%

Supplemental Benefits per hour:

$ 18.37	$ 18.92	$ 20.97	$ 21.52	$ 22.07

PILEDRIVER/DOCKBUILDER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
65%	70%	80%	85%

Supplemental Benefits per hour:

$ 18.37	$ 18.92	$ 21.52	$ 22.07

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:
- When project owner mandates a single irregular work shift, the employee will receive an additional $3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $2.50 per hour.

2-291HH-Alb

Electrician — 07/01/2023

JOB DESCRIPTION Electrician **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Greene: Portion of the County North of a line following the South limits of the City of Catskill in a westerly direction from the Hudson River to State Highway 23A. Then continuing on 23A to the road following the Little West Kill and continuing along this road to Delaware County.
Otsego: Only the Towns of Decatur and Worchester

WAGES
Per hour

	07/01/2023	06/01/2024 Additional
Electrician	$ 46.50	+ $2.24*
Audio/Sound	46.50	+ $2.24*
Video	46.50	+ $2.24*
Tele-Data	46.50	+ $2.24*
Solar/ Photovoltaic	46.50	+ $2.24*

(*) To be allocated at later date.

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.
An additional 10% above rate on towers & smokestacks over 100' high.
An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.
An additional 5% above rate when Journeymen are required to work as Lead (Pb) cable splicers.
An additional 10% above rate when Journeymen Welders are required to have ASME verification.

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 29.91
	+3% of wage

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* DOUBLE TIME AFTER 10 HOURS ON SATURDAY

For Projects Bid on or Prior to 05/31/2019
NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST A FIVE (5) DAY DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 10%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 15%

For Projects Bid on or After 06/01/2019

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 17.3%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 31.4%

For Projects Bid on or After 09/01/2019
NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS OF AT LEAST A FIVE (5) DAY DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1st Shift	8:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	4:30 PM to 1:00 AM	REGULAR RATE PLUS 17.3%
3rd Shift	12:30 AM to 9:00 AM	REGULAR RATE PLUS 31.4%

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Saturday, it shall be celebrated on Friday. If the holiday falls on Sunday, it shall be celebrated on Monday.

REGISTERED APPRENTICES
Wages per hour

Terms at the following percentage of Journeyman's wage.

0-6mo	6-12mo	2nd yr	3rd yr	4th yr	5th yr
40%	45%	50%	60%	70%	80%

Notes: An additional 5% above rate for work over 30' above floor and requires use of a safety harness when working on tooth picks, structural steel, temporary platforms, swing scaffolds & boatswain chairs. All OSHA approved lifts are excluded.
An additional 10% above rate on towers & smoke stacks over 100' high.
An additional 20% above rate in shafts over 25' deep or tunnels over 50' long that are under construction.

Apprentices indentured on or before 12/31/2018

$29.91

Apprentices indentured on or after 01/01/2019

Supplemental Benefits per hour worked

0-12 month term	$ 15.02**
2nd year term	24.19**
3rd year term	25.33**
4th year term	26.48**
5th year term	27.62**

(**) Plus additional 3% of wage

1-236

Elevator Constructor — 07/01/2023

JOB DESCRIPTION Elevator Constructor **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Oneida: Entire county except the towns of: Camden, Florence, and Vienna.

WAGES
Per hour

	07/01/2023	01/01/2024
Mechanic	$ 53.02	$ 55.32
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour

	07/01/2023	01/01/2024
Journeyperson/Helper	$ 37.335*	$ 37.885*

(*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50%	55 %	65 %	70 %	80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

1-35

Glazier 07/01/2023

JOB DESCRIPTION Glazier **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2023
Glazier Base Wage	$ 32.16

Plus additional $4.10 per hour for all hours worked, not subject to overtime/premium

High Work Base Wage***	$ 34.31

Plus additional $4.10 per hour for all hours worked, not subject to overtime/premium

(***)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 22.65
Journeyman High Work	$ 28.30

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE
Premium is applied to the respective base wage only.

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT WORK OR SINGLE IRREGULAR SHIFTS STARTING BETWEEN THE HOURS LISTED BELOW:

4:00pm to 6:30am:	ADDITIONAL 12.5% TO APPLICABLE WAGE RATE AND SUPPLEMENTAL BENEFIT

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

REGISTERED APPRENTICES
Wages per hour

Apprentice Glazier 1500 hr. terms at the following percentage of Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%

+ additional $4.10 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work 1500 hr. terms at the following percentage of Journeymans Hi-Work base wage.

1st	2nd	3rd	4th

50% 65% 75% 90%
+ additional $4.10 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice	
1st term	$ 18.98
2nd-4th term	22.65
Apprentice High Work	
1st term	22.45
2nd-4th term	28.30

1-201

Insulator - Heat & Frost — 07/01/2023

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

Wages per hour	07/01/2023	05/01/2024 Additional
Asbestos Worker*	$ 39.68	+ $2.00**
Insulator*	39.68	
Firestopping Worker*	33.73	

(*) On Mechanical Systems only.
(**) To be allocated at later date.
On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

SUPPLEMENTAL BENEFITS
Per hour

Journeyperson	$ 25.64

OVERTIME PAY
See (*B1, **Q) on OVERTIME PAGE
*B1=Double time begins after 10 hours on Saturday
**Q=Triple time on Labor Day if worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When a holiday falls on Sunday the following Monday shall be observed as the holiday.

REGISTERED APPRENTICES
Wages per hour

one year terms at the following percentage of Journeyperson's wage.

1st	2nd	3rd	4th
60 %	70 %	80 %	90 %

Supplemental Benefits per hour worked:

Apprentices	$ 25.64

1-40

Ironworker — 07/01/2023

JOB DESCRIPTION Ironworker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.
Hamilton: Only the Townships of Hope, Benson and Wells.
Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.
Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES

Wages Per hour	07/01/2023
Ornamental	$ 34.50
Reinforcing	34.50
Rodman	34.50
Structural & Precast	34.50
Mover/Rigger	34.50
Fence Erector	34.50
Stone Derrickman	34.50
Sheeter	34.75
Curtain Wall Installer	34.50
Metal Window Installer	34.50

SUPPLEMENTAL BENEFITS
Per hour

JOURNEYPERSON	$ 31.64

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTWORK:

1st Shift	6:00 AM to 4:30 PM	REGULAR RATE
2nd Shift	2:00 PM to 7:00 PM	REGULAR RATE PLUS 10%
3rd Shift	7:00 PM to 12:00 AM	REGULAR RATE PLUS 15%

THE FOLLOWING RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SINGLE IRREGULAR SHIFTS:

Shift Starting 4:30 PM to 12:00 AM	REGULAR RATE PLUS 10%

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour
ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2023
1st year	$ 19.50
2nd year	21.50
3rd year	23.50
4th year	25.50

Supplemental Benefits per hour worked	
1st year	$ 12.28
2nd year	24.30
3rd year	26.00
4th year	27.72

1-12

Laborer - Building — 07/01/2023

JOB DESCRIPTION Laborer - Building **DISTRICT** 1

ENTIRE COUNTIES
Schenectady, Schoharie

PARTIAL COUNTIES
Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown,Broadalbin and Perth.
Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.
Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau,South Glens Falls, Providence, Greenfield, Wilton, Galway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park.

WAGES
Per hour

	07/01/2023	07/01/2024 Additional
Group #1:		
All Classifications	$ 36.54	+ $2.50*

except as noted in
Groups 2 & 3

Group #2:
Blaster, Drilling equipment
only where a separate air
compressor unit supplies power,
Metal formsetter (sidewalk),
Well pointing & Laser
operator $ 37.04 + $2.50*

Group #3:
Handling of Asbestos
or Toxic Materials $ 37.89 + $2.50*

(*) To be allocated at later date.

SUPPLEMENTAL BENEFITS
Per hour

Journeyman $ 23.46

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour
1000 Hour terms at the following percentage of Journeyman's basic hourly wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

	07/01/2023
Apprentices	$ 23.46

1-157

Laborer - Heavy&Highway **07/01/2023**

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Schenectady, Schoharie

PARTIAL COUNTIES
Fulton: Only the Townships of Bleeker, Mayfield, Northampton, Johnstown,Broadalbin and Perth.
Montgomery: Only the Townships of Mohawk, Glen, Charleston, Amsterdam, and Florida.
Saratoga: Only the Townships of Day, Hadley, Edinburg, Corinth, Moreau,South Glens Falls, Providence, Greenfield, Wilton, Galaway, Northumberland, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park

WAGES
GROUP # A:
Basic, Drill Helper, Flagman, Outboard and Hand Boats.

GROUP # B:
Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers, Tools Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Tail or Screw Operator on Asphalt Paver, Water Pump Operators(1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

GROUP # C:
Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Paver/Raker and Powderman.

GROUP # D:
Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

GROUP # E:

Employees performing hazardous waste removal, lead abatement and removal, or asbestos abatement and removal on a State and/or Federally designated waste site & where relevant State or Federal regulations require employees to use or wear forms of personal protection.

WAGES per hour	07/01/2023	07/01/2024 Additional
Group # A	$ 39.19	+ $3.25*
Group # B	39.39	+ $3.25*
Group # C	39.59	+ $3.25*
Group # D	39.79	+ $3.25*
Group # E	41.69	+ $3.25*

(*) To be allocated at later date.

All employees who work a single irregular workday that starts from 5:00 pm to 1:00 am on a governmental mandated night shift shall be paid an additional $5.00 per hour.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour

Journeyman $ 26.90

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Monday Holiday is worked it will be paid at double time plus the Holiday pay. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay. If the Saturday Holiday is worked it will be paid at double time plus the Holiday pay

REGISTERED APPRENTICES
Wages per hour

1000 HOUR TERMS AT THE FOLLOWING PERCENTAGE OF JOURNEYMAN'S BASE WAGE

1ST	2ND	3RD	4TH
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

	07/01/2023
Apprentices	$ 26.90

1-157h/h

Laborer - Tunnel **07/01/2023**

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 1

ENTIRE COUNTIES
Albany, Fulton, Hamilton, Herkimer, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

WAGES
Class 1: All support laborers/sandhogs working above the shaft or tunnel

Class 2: All laborers/sandhogs working in the shaft or tunnel

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

Per Hour

07/01/2023

Class 1	$ 45.65
Class 2	47.65
Class 4	49.90
Class 5	41.15

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional $ 3.00 an hour.

All Government mandated irregular shift work Monday through Saturday is subject to Premium rate. All Government mandated irregular shift work that falls on Sunday is subject to double Premium rate.

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 26.91
	+1.59*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

OVERTIME PAY
See (B, E, Q, V, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and Location where the work is to be performed.

1-190/157T

Lineman Electrician **07/01/2023**

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	$ 57.40	$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Welder, Cable Splicer	57.40	58.90
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	$ 57.40	$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Cable Splicer	63.14	64.79
Certified Welder, Pipe Type Cable	60.27	61.85
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	$ 58.72	$ 60.22
Crane, Crawler Backhoe	58.72	60.22
Cable Splicer	64.59	66.24
Certified Welder, Pipe Type Cable	61.66	63.23
Digging Mach. Operator	52.85	54.20
Tractor Trailer Driver	49.91	51.19
Groundman, Truck Driver	46.98	48.18
Equipment Mechanic	46.98	48.18
Flagman	35.23	36.13

Additional $1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	$ 59.91	$ 61.41
Crane, Crawler Backhoe	59.91	61.41
Cable Splicer	59.91	61.41
Digging Mach. Operator	53.92	55.27
Tractor Trailer Driver	50.92	52.20
Groundman, Truck Driver	47.93	49.13
Equipment Mechanic	47.93	49.13
Flagman	35.95	36.85

Additional $1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2023	05/06/2024

Lineman, Technician, or Equipment Operators with Crane License	$ 29.40 *plus 7% of the hourly wage paid	$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	$ 26.40 *plus 7% of the hourly wage paid	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2023	05/06/2024
$ 26.40 *plus 7% of the hourly wage paid	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

Lineman Electrician - Teledata **07/01/2023**

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES
Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2023	01/01/2024	01/01/2025
Cable Splicer	$ 37.73	$ 39.24	$ 40.81
Installer, Repairman	$ 35.81	$ 37.24	$ 38.73
Teledata Lineman	$ 35.81	$ 37.24	$ 38.73
Tech., Equip. Operator	$ 35.81	$ 37.24	$ 38.73
Groundman	$ 18.98	$ 19.74	$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT REGULAR RATE

2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2023	01/01/2024	01/01/2025
Journeyman	$ 5.70 *plus 3% of the hourly wage paid	$ 5.70 *plus 3% of the hourly wage paid	$ 5.70 *plus 3% of the hourly wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting — 07/01/2023

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
(Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	$ 49.32	$ 50.54
Crane, Crawler Backhoe	49.32	50.54
Certified Welder	51.79	53.07
Digging Machine	44.39	45.49
Tractor Trailer Driver	41.92	42.96
Groundman, Truck Driver	39.46	40.43
Equipment Mechanic	39.46	40.43
Flagman	29.59	30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour worked (but also required on non-worked holidays):

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	$ 29.40 *plus 7% of the hourly wage paid	$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	$ 26.40 *plus 7% of the hourly wage paid	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.
NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2023	05/06/2024
$ 26.40 *plus 7% of the hourly wage paid	$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a-LT

Lineman Electrician - Tree Trimmer **07/01/2023**

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2023	12/31/2023
Tree Trimmer	$ 29.80	$ 31.44

Equipment Operator	26.35	27.80
Equipment Mechanic	26.35	27.80
Truck Driver	21.95	23.15
Groundman	18.07	19.07
Flag person	14.20	14.20*

*NOTE- Rate effective on 01/01/2024 - $15.00 due to minimum wage increase

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2023	12/31/2023
Journeyman	$ 10.48 *plus 4.5% of the hourly wage paid	$ 10.48 *plus 4.5% of the hourly wage paid

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE
NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.
All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building — 07/01/2023

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour 07/01/2023

Tile/Marble/Terrazzo

Setter	$ 37.41
Finisher	29.14

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman Setter	$ 21.83
Journeyman Finisher	18.87

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:

1st term 0-500 hrs	60%
2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%

Finisher:

1st term 0-500 hrs	70%
2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	90%
4th term 2501-3700 hrs	95%

Supplemental Benefits per hour worked

	07/01/2023
Setter:	
1st term 0-500 hrs	$ 12.98
2nd term 501-1500 hrs	12.98
3rd term 1501-2500 hrs	17.40
4th term 2501-3500 hrs	17.40
5th term 3501-4500 hrs	19.61
6th term 4501-6000 hrs	21.83
Finisher:	
1st term 0-500 hrs	$ 12.22
2nd term 501-1500 hrs	12.22
3rd term 1501-2500 hrs	15.54
4th term 2501-3700 hrs	15.54

12-2TS.1

Mason - Building — 07/01/2023

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Lake George, Lake Luzerne,Queensbury, Stony Creek, Thurman & Warrensburg.

WAGES
Per hour

	07/01/2023
Bricklayer	$ 40.24
Cement Mason(Bldg)	40.24
Plasterer/Fireproofing*	40.24
Pointer/Caulker/Cleaner	40.24
Stone Mason	40.24
Acid Brick	40.74

(*)Fireproofing of Structural only.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 23.13

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

750 hour terms at the following percentage of Journey's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

All Terms $ 23.13

12-2b.1

Mason - Heavy&Highway — 07/01/2023

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES
Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES
Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES
Per hour

	07/01/2023
Mason & Bricklayer	$ 41.46

Additional $1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman $ 21.98

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES
Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0 to 500 Hours	$ 13.38
All Other	21.98

12-2hh.1

Millwright — 07/01/2023

JOB DESCRIPTION Millwright **DISTRICT** 6

ENTIRE COUNTIES
Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

WAGES
THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2023	07/01/2024	07/01/2025

		Additional	Additional
Millwright - Power Generation	$ 43.05	$ 2.50	$2.50

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional $1.75 per hour provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional $1.50 per hour.
- An employee performing the work of a machinist shall receive an additional $2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyman	$ 27.40*

*NOTE: Subject to OT premium

OVERTIME PAY
See (B, E, E2, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of Journeyman's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

*NOTE: Additional premium for the following work listed below:

Certified Welder	$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.89
Appr. 2nd year	22.75
Appr. 3rd year	24.30
Appr. 4th year	25.85

6-1163Power

Millwright **07/01/2023**

JOB DESCRIPTION Millwright **DISTRICT** 2

ENTIRE COUNTIES
Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour:	07/01/2023	07/01/2024 Additional	07/01/2025 Additional
Building	$ 37.43	$ 2.50*	$ 2.50*
Heavy & Highway	40.43	3.00*	2.50*

*To be allocated at a later date

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive $1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a $1.50 premium per hour for Building work.

- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional $2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive $2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyman	$ 26.32

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
Wages per hour:

(1)year terms at the following percentage of Journeyman's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

Supplemental Benefits per hour:

Apprentices:	
1st term	$ 12.04
2nd term	22.04
3rd term	23.47
4th term	24.89

2-1163.1

Operating Engineer - Building — 07/01/2023

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES
Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES
CLASS A1*: Cranes, tower cranes, hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks (over 5 tons).

CLASS A:
Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:
Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacum machine (mounted or towed).

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

*** In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2023	07/01/2024
Class A1*	$ 50.93	$ 53.11
Class A	50.44	52.62
Class B	49.42	51.60
Class C	46.52	48.70

(*) TONNAGE RATING PREMIUMS:
Note: Additional value subject to same premiums as shown for OT
All cranes 1000 tons and over, A1 rate plus $7.00
All cranes 800-999 tons, A1 rate plus $6.00
All cranes 600-799 tons, A1 rate plus $5.00
All cranes 400-599 tons, A1 rate plus $4.00
All cranes 200-399 tons, A1 rate plus $3.00
All cranes 111-199 tons, A1 rate plus $2.25
All cranes 110 tons and under, A1 rate only

Additional $0.50 per hr on A1 rate for Tower Cranes.
Additional $2.50 per hr over B rate for Nuclear Leader work.
Additional $2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour

	07/01/2023	07/01/2024
Journeyman	$ 31.30	$32.40

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.
NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

REGISTERED APPRENTICES
Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2023	07/01/2024
All terms	$ 26.60	$27.70

1-158 Alb

Operating Engineer - Heavy&Highway **07/01/2023**

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES
Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES
CLASSIFICATION A1*: All Cranes

CLASSIFICATION A:
Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Blacktop Roller, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:
Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:
A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2023	07/01/2024
Class A1*	$55.63	57.90
Class A	52.63	54.90
Class B	51.72	53.99
Class C	49.15	51.42

(*) TONNAGE RATING PREMIUMS:
Cranes over 1000 tons, A1 rate plus $7.00
Cranes from 800-999 tons, A1 rate plus $6.00
Cranes from 600-799 tons, A1 rate plus $5.00
Cranes from 400-599 tons, A1 rate plus $4.00
Cranes from 200-399 tons, A1 rate plus $3.00
Cranes from 111-199 tons, A1 rate plus $2.00

Cranes from 65-110 tons, A1 rate plus $1.50
Cranes from 0-64 Tons, A1 rate only
NOTE: Additional value subject to same premiums as shown for OT

-- Tower Cranes, A1 rate plus $3.00
-- Cranes in Luffer Configuration, A1 rate plus $5.00
-- Cranes with external ballast (tray or wagon), A1 rate plus $5.00
NOTE: Additional value subject to same premiums as shown for OT

Additional $2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional $2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour

	07/01/2023	07/01/2024
Journeyperson	$ 31.50	$ 32.60

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

REGISTERED APPRENTICES
Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour worked

	07/01/2023	07/01/2024
All Terms	$ 26.25	$27.10

1-158H/H Alb

Operating Engineer - Survey Crew — 07/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 12

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to Building, Tunnel and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

	07/01/2023
Party Chief	$ 49.47
Instrument Person	45.49
Rod Person	33.87

Additional $3.00/hr. for Tunnel Work
Additional $2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 28.90

OVERTIME PAY
See (B, E, P, *X) on OVERTIME PAGE
*Note: $24.60/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

	07/01/2023
0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	$ 20.68 / PHP $17.53
1001-2000	23.70 / " 19.95
2001-3000	26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer — 07/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 12

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES
These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:
SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

	07/01/2023
Party Chief	$ 48.97
Instrument Person	44.99
Rod Person	33.37

Additional $3.00/hr. for Tunnel Work.
Additional $2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyman	$ 28.90

OVERTIME PAY
See (B, E, Q, *X) on OVERTIME PAGE
*Note: $24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid:	See (5, 6) on HOLIDAY PAGE
Overtime:	See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

	07/01/2023
0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	$ 20.68 / PHP $17.53
1001-2000	$ 23.70 / " 19.95
2001-3000	$ 26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel — 07/01/2023

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT** 7

ENTIRE COUNTIES
Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES
CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour:	07/01/2023	07/01/2024	07/01/2025
CLASS A	$ 53.52	$ 55.91	$ 58.43
CLASS B	52.30	54.69	57.21
CLASS C	49.51	51.90	54.42
CLASS D	46.50	48.89	51.41

Additional $5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

CRANES:
Crane 1: All cranes, including self-erecting.
Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.
Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	$ 57.52	$ 59.51	$ 62.03
Crane 2	56.52	58.91	61.43
Crane 3	55.52	57.91	60.43

SUPPLEMENTAL BENEFITS
Per hour:

$ 24.20	$ 25.05	$ 25.55
+ 9.60*	+ 9.60*	+ 9.60*

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY
See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman.

7-158-832TL.

Painter **07/01/2023**

JOB DESCRIPTION Painter **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2023	05/01/2024

		Additional
Painter\Wallcovers	$ 31.19**	$ 1.50***
Drywall Finishers	31.19**	$ 1.50***
Spray Rate	31.19**	$ 1.50***
Structural Steel*	32.19**	$ 1.50***
Lead Abatement	32.19**	$ 1.50***
Lead Abatement on Structural Steel	33.19**	$ 1.50***

(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.
(**) Plus Additional $1.25 per hour not subject to Overtime/Premiums
(***) To be allocated at later date.

Bridge Painter
See Bridge Painter rates for the following work:
All Bridges and Tanks

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour

Journeyperson $ 19.85

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE
THE FOLLOWING ADDITIONAL HOURLY RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

2:30 PM to 6:00 AM PLUS $1.00 TO APPLICABLE RATE*

*Additional $1.00 is Not Subject to Overtime

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: If the holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES
Wages per hour

1000 hour terms at the following percentage of Journeyperson's base wage

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

Supplemental Benefits per hour

All Terms $ 19.85

1-201-P

Painter - Bridge & Structural Steel **07/01/2023**

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour:
STEEL:

	07/01/2023	10/01/2023
Bridge Painting:	$ 54.50	+ 3.10
	+ 10.10*	

ADDITIONAL $6.50 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:

$ 11.78
+ 30.85*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage - Per hour:
Apprentices: (1) year terms

1st year	$ 21.80
	+ 4.04
2nd year	$ 32.70
	+ 6.06
3rd year	$ 43.60
	+ 8.08

Supplemental Benefits - Per hour:

1st year	$ .90
	+ 12.34
2nd year	$ 7.07
	+ 18.51
3rd year	$ 9.42
	+ 24.68

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping **07/01/2023**

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

ENTIRE COUNTIES
Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

Painter (Striping-Highway):	07/01/2023
Striping-Machine Operator*	$ 31.53
Linerman Thermoplastic	38.34

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid:
Journeyworker:

Striping Machine Operator:	$ 10.03
Linerman Thermoplastic:	10.03

OVERTIME PAY
See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid:	See (5, 20) on HOLIDAY PAGE
Overtime:	See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rates:

1st Term:	$ 15.00
2nd Term:	18.92
3rd Term:	25.22

Supplemental Benefits per hour:

1st term:	$ 9.16
2nd Term:	10.03
3rd Term:	10.03

8-1456-LS

Painter - Metal Polisher — 07/01/2023

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

ENTIRE COUNTIES
Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2023
Metal Polisher	$ 38.18
Metal Polisher*	39.28
Metal Polisher**	42.18

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2023
Journeyworker:	
All classification	$ 12.34

OVERTIME PAY
See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

Paid:	See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime:	See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2023
1st year	$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plumber **07/01/2023**

JOB DESCRIPTION Plumber **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie

PARTIAL COUNTIES
Hamilton: Only the Towns of Arietta, Benson, Hope, Inlet, Lake Pleasant, Morehouse and Wells.
Saratoga: Only the Towns of Charlton, Clifton Park, Galway,Halfmoon, Milton, Stillwater and Waterford and the city of Mechanicville.

WAGES
Per hour:

	07/01/2023	05/01/2024 Additional
Plumber:		
Pipefitter, Steamfitter	$ 50.68	+ $2.90*

(*) To be allocated at later date.

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 28.16

OVERTIME PAY
See (B1, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Whenever a Holiday falls on Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

REGISTERED APPRENTICES
Wages per hour
One year terms at the following wage rate.

1st	2nd	3rd	4th	5th
$ 23.22	$ 28.21	$ 33.20	$ 38.20	$ 45.69

Supplemental Benefits per hour:

Apprentices Indentured on or before April 30, 2019

All Terms	$ 28.16

Apprentices Indentured on or after May 1st, 2019

Terms 1-4	22.90
Terms 5	28.16

1-7-SF

Roofer — 07/01/2023

JOB DESCRIPTION Roofer **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES
Per hour

	07/01/2023
Roofer/Waterproofer	$ 35.05
Asphalt Cold Process	35.55
Fluid Applied Roof	35.55
Pitch & Asbestos	37.05

Shift Work:
On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid $4.00 additional per hour

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 23.02

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

REGISTERED APPRENTICES
Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional $2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional $0.50 must be paid in the wages.

1st Term 1500 hrs.	58% + $3.00
2nd Term 1 yr. and 1500 hrs. as 1st term.	74% + $3.00
3rd Term 1 yr. and 1500 hrs. as 2nd term.	90%

3rd Term complete at 1 yr and 1050 hrs. as 3rd term

Supplemental Benefits per hour worked

1st Term	$ 18.44
2nd Term	18.87
3rd Term	22.35

1-241

Sheetmetal Worker — 07/01/2023

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 1

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
Per hour

	07/01/2023	06/01/2024 Additional
Sheetmetal Worker	$ 37.73	+ $2.50*

(*) To be allocated at later date.

All work requiring HAZWOPER Training additional $1.00 per hour.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 36.64

OVERTIME PAY
See (B,E,E5,Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES
Wages per hour

6 Month Terms at the following rate:

1st term	$ 20.84
2nd term	22.61
3rd term	23.50
4th term	24.39
5th term	23.04
6th term	24.20
7th term	26.14
8th term	28.07
9th term	30.00
10th term	31.93

Supplemental Benefits per hour

1st term	$ 22.65
2nd term	23.26
3rd term	23.57
4th term	24.02
5th term	30.91
6th term	31.37
7th term	32.11
8th term	32.87
9th term	33.63
10th term	34.38

1-83

Sprinkler Fitter **07/01/2023**

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

ENTIRE COUNTIES
Albany, Rensselaer, Saratoga, Schenectady, Warren

WAGES
Per hour 07/01/2023

Sprinkler Fitter $ 42.73

SUPPLEMENTAL BENEFITS
Per hour

Journeyperson $ 26.47

OVERTIME PAY
See (B, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 19.57	$ 21.74	$ 23.66	$ 25.84	$ 28.01	$ 30.19	$ 32.36	$ 34.53	$ 36.71	$ 38.88

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$ 8.74	$ 8.74	$ 20.32	$ 20.32	$ 20.57	$ 20.57	$ 20.57	$ 20.57	$ 20.57	$ 20.57

1-669-3

Teamster - Building — 07/01/2023

JOB DESCRIPTION Teamster - Building **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Warren: Only the Townships of Bolton, Warrensburg, Thurman,Stony Creek, Lake George, Lake Luzerne and Queensbury.

WAGES
GROUP # A:
Straight trucks, winch, transit mix on the site, road oilers, dump trucks, pick-ups, panel, water trucks, fuel trucks on the site (including nozzle).

GROUP # B:
Low boy or Low boy trailer, Euclids or similar equipment.

WAGES per hour

	07/01/2023	07/01/2024
Group A	$ 30.62	$ 32.13
Group B	30.92	32.43

SUPPLEMENTAL BENEFITS

Per hour	07/01/2023	07/01/2024
Journeyperson	$ 28.74	$ 29.58

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294

Teamster - Heavy&Highway — 07/01/2023

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 1

ENTIRE COUNTIES
Albany, Columbia, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, Schoharie, Washington

PARTIAL COUNTIES
Chenango: Entire county except the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Lewis: Only the Township of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson.
Madison: Only the Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida
Otsego: Entire county EXCEPT Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester.
Warren: Only the Townships of Bolton, Warrensburg, Thurman, Stony Creek, Luzerne, Caldwell (Lake George), and Queensbury.

WAGES
GROUP #1:
Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axel Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers.

GROUP #2:
Tandems and Batch Trucks, Mechanics, Dispatcher.

GROUP #3:
Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #4:
Specialized Earth Moving Equipment, Euclid type, or similar off-highway, where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck.

GROUP #5:
Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

WAGES per hour	07/01/2023	07/01/2024
Group #1	$ 37.59	$ 39.75
Group #2	37.65	39.81
Group #3	37.74	39.90
Group #4	37.87	40.03
Group #5	38.03	40.19

Hazardous waste projects that require a Level C or greater protection shall be paid an additional $ 1.00 per hour.
All employees who work a single irregular work shift starting between 5pm and 1 am on governmental mandated night shifts shall be paid an additional $1.50 per hour.
For work bid on or after April 1, 1995, there shall be a 12 month carryover of the last posted rate in effect at the time of the bid.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS
Per hour:

$ 28.13	$28.97
+$1.00 per*	+$1.00 per*
hour worked	hour worked

(*) not applicable to paid holidays

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

1-294h/h

Welder **07/01/2023**

JOB DESCRIPTION Welder **DISTRICT** 1

ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2023

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays

(U) Four times the hourly rate for Holidays

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

(X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone Fax

E-Mail:

2. NY State Units (see Item 5).

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 10 Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Fuel Delivery
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://applications.labor.ny.gov/EDList/searchPage.do

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 07/18/2023

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024

DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027

DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE, WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023

DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024

DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024

DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025

DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023

SECTION 00 73 46.10

DAVID-BACON FEDERAL WAGE RATES

"General Decision Number: NY20230081 01/13/2023

Superseded General Decision Number: NY20220081

State: New York

Construction Type: Residential

County: Albany County in New York.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).
Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

BRNY0002-029 07/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 26.49	17.83

BRNY0003-001 07/01/2022

	Rates	Fringes
BRICKLAYER	$ 31.54	15.02

CARP0291-002 07/01/2018

	Rates	Fringes
CARPENTER	$ 31.23	21.15

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* ELEV0035-003 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	$ 53.02	37.335+a+b

FOOTNOTE:
a.Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

IRON0033-019 07/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 30.75	30.77

IRON0417-004 07/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 41.38	49.95+a

a) Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving (unpaid), Christmas Day.

SHEE0038-002 07/01/2022

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only)	$ 34.11	22.35

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* SUNY2013-008 03/17/2015

	Rates	Fringes
ELECTRICIAN	$ 24.42	11.06
IRONWORKER, REINFORCING	$ 27.06	23.02

LABORER: Common or General,
including brick mason tending
and cement mason tending.....$ 14.38 ** 5.22

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 29.76 15.89

OPERATOR: Bulldozer.....$ 21.20 0.00

OPERATOR: Loader.....$ 27.88 21.40

PAINTER (Brush and Roller).....$ 23.09 16.39

PLUMBER.....$ 25.44 11.20

ROOFER.....$ 16.66 0.00

SHEET METAL WORKER, Excludes
HVAC Duct Installation.....$ 23.50 7.30

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

SECTION 01 10 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

A. The following summary of work is a general summary of the salient features of the work to be performed by the General and Trades construction contractors. It does not supersede the requirements of the detailed technical specifications.

B. The work of this Contract consists of asbestos abatement, demolition of a building and site restoration work located at 912 Poutre Avenue in the Town of Rotterdam.

1.02 NUMBER OF CONTRACTS

A. Work will be performed under a single Prime Contract identified as: Contract No. 1, Babe Ruth Building Asbestos Abatement, Demolition and Restoration.

B. Refer to Section 01 29 00, Payment Procedures, for detailed Pay Item descriptions.

1.03 CONTRACTOR'S USE OF SITE AND PREMISES

A. Contractors shall coordinate work with utilities of Owner and public or private utilities as required to disable the water service, sanitary service, electric service, and gas service, as specified herein.

B. Contractor shall cooperate and coordinate with Owner performing other work at the Site.

1.04 WORK SEQUENCE

A. General
   1. Sequence work in accordance with the requirements of the Contract Documents and the Progress Schedule.
   2. Contractor may propose improvements to this Work sequence, however, Owner reserves the right to reject such proposals should it violate permit conditions, conflict with sequences of other contracts, adversely impact operation of existing or new facilities, or otherwise not be in the best interest of the Project.
   3. Work shall be substantially complete as indicated in the Agreement and Section 01 31 13, Project Coordination.

1.05 PERMITS

A. Contractor shall secure all building permits, demolition permits, coordinate all inspections, pay all fees, to authorities having jurisdiction, and secure certificates of occupancy for all buildings and facilities constructed under this Contract.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 PROPOSAL REQUESTS

A. The Owner may, in anticipation of ordering an addition, deletion, or revision to the work, request Contractor prepare a detailed proposal of cost and times to perform contemplated change.

B. Proposal requests will include reference number for tracking purposes and detailed description of and reason for proposed change, and such additional information as appropriate and as may be required for Contractor to accurately estimate cost and time impact on the Project.

C. Proposal request is for information only; Contractor is neither authorized to execute proposed change nor stop Work in progress as a result of such request.

D. Contractor's written proposal shall be transmitted to Engineer promptly, but not later than 14 days after Contractor's receipt of Owner's written request. Proposal shall remain firm for a maximum period of 45 days after receipt.

E. Owner's request for proposal or Contractor's failure to submit such proposal within the required time period will not justify a Claim for an adjustment in Contract Price or Contract Times.

1.02 CLAIMS

A. The section supplements the requirements of General Conditions Paragraph 12.01.

B. Include at a minimum:
   1. Specific reference including:
      a. Drawing numbers.
      b. Specification section and article/paragraph number.
      c. Submittal type.
      d. Submittal number.
      e. Date reviewed.
      f. Engineer's comment, as applicable with appropriate attachments.
   2. Stipulated facts and pertinent documents, including photographs and statements.
   3. Interpretations relied upon.

4. Description of:
    a. Nature and extent of Claim.
    b. Who or what caused the situation.
    c. Impact to the Work and work of others.
    d. Discussion of claimant's justification for requesting a change to price, time, or both.
5. Estimated adjustment in price claimant believes it is entitled to with full documentation and justification.
6. Requested Change in Contract Times: Include at least:
    a. Progress Schedule documentation showing logic diagram for request.
    b. Documentation that float times available for Work have been used.
    c. Revised activity logic with durations including subnetwork logic revisions, duration changes and other interrelated schedule impacts, as appropriate.
7. Documentation as may be necessary as set forth below for Work Change Directive, and as Engineer may otherwise require.

1.03 WORK CHANGE DIRECTIVES

A. The section supplements the requirements of General Conditions Paragraph 11.02.A.2.

B. Procedures:
    1. Engineer will:
        a. Initiate, including a description of the Work involved and any attachments.
        b. Affix signature, demonstrating Engineer's recommendation.
        c. Transmit four (4) copies to Owner.
    2. Owner will:
        a. Affix signature, demonstrating approval of the changes involved.
        b. Return four (4) copies to Engineer, who will retain one (1) copy, send one copy to construction observation staff and forward two (2) copies to Contractor.
    3. Upon completion of the Work covered by the Work Change Directive or when final Contract Times and Contract Price are determined, Contractor shall submit documentation for inclusion in a Change Order.
    4. Contractor's documentation shall include but not be limited to:
        a. Appropriately detailed records of Work performed to enable determination of value of the Work.
        b. Full information required to substantiate resulting proposed changes in Contract Times and Contract Price for Work. On request of Engineer, provide additional data necessary to support documentation.

c. Support data for work performed on a unit price or Cost of the Work basis with additional information such as:
   1) Dates Work was performed and by whom.
   2) Time records, wage rates paid, and equipment rental rates.
   3) Invoices and receipts for materials, equipment, and subcontracts, are similarly documented.

C. Effective Date of Work Change Directive: Date of transmittal to Contractor, unless otherwise indicated thereon.

1.04 CHANGE ORDERS

A. The section supplements the requirements of General Conditions Paragraph 11.02.A.2.

B. Procedure:
   1. Engineer will prepare four (4) copies of Change Order and transmit such attached therewith agreed-upon scopes of work and cost proposal for same. Engineer's signature on the Change Order form is evidence of the Engineer's recommendation that the cost of the Work (increase or decrease) is reasonable and in accordance with the Contract Documents.
   2. Contractor shall, upon receipt, review the Change Order and attached scope and cost back-up. If the Change Order and back-up is consistent with Contractor's understanding of the change in Contract scope, then Contractor shall sign and forward four (4) copies of the Change Order back to Engineer.
   3. Engineer will, upon receipt of Contractor-signed copies, promptly forward the four (4) copies of the Change Order to the Owner for execution.
   4. Upon receipt of Contractor-signed copies, Owner will promptly either:
      a. Execute the Change Order, retaining one (1) copy for its file and returning three (3) copies to Engineer for distribution.
      b. Return to Engineer unsigned copies with written justification for not executing the Change Order.
   5. Upon receipt of Owner-executed Change Order, Contractor shall:
      a. Perform Work covered by Change Order.
      b. Revise Schedule of Values to adjust Contract Price and submit with the next Application for Payment.
      c. Revise the Progress Schedule to reflect changes in Contract Times, if any, and to adjust times for other items of Work affected by the change.

C. In signing a Change Order, Owner and Contractor acknowledge and agree that:
   1. Stipulated compensation (Contract Price, Contract Time or both) set forth includes payment for:
      a. The cost of the Work covered by the Change Order.
      b. The Contractor's fee for overhead and profit and all indirect costs.
      c. Interruption of Progress Schedule.

d. Delay and impact, including cumulative impact, on other Work under the Contract Documents.

2. Change Order constitutes full mutual accord and satisfaction for the change to the Work.
3. Unless otherwise stated in the Change Order, all requirements of the original Contract Documents apply to the Work covered by the Change Order.

1.05 COST OF THE WORK

A. In determining the supplemental costs allowed in Paragraph 13.01 of the General Conditions for rental equipment and machinery, the following will apply.

B. Rental of construction equipment and machinery and the parts thereof having a replacement value in excess of $1,000, whether owned by Contractor or rented or leased from others, shall meet the following requirements.
1. Full rental costs for leased equipment shall not exceed rates listed in the Rental Rate Blue Book published by Equipment Watch, Atlanta, GA, as adjusted to the regional area of the Project. Owned equipment costs shall not exceed the single shift rates established in the Cost Reference Guide (CRG), also published by Equipment Watch. The most recent published edition in effect at commencement of actual equipment use shall be used.
2. Rates shall apply to equipment in good working condition. Equipment not in good condition, or larger than required, may be rejected by the Engineer or accepted at reduced rates.
3. Leased equipment: For equipment leased or rented in arm's length transactions from outside vendors, maximum rates shall be determined by the following actual usage/Blue Book Payment Category:
   a. Less than 8 hours: Hourly Rate.
   b. Eight (8) or more hours, but less than 7 days: Daily Rate.
   c. Seven (7) or more days, but less than 30 days: Weekly Rate.
   d. Thirty (30) days or more: Monthly Rate.
4. "Arm's-length" rental and lease transactions are those in which the firm involved in the rental or lease of equipment is not associated with, owned by, have common management, directorship, facilities and/or stockholders with the firm renting the equipment.
5. Leased Equipment in Use: Actual equipment use time documented by Engineer shall be the basis that equipment was on and utilized at the Project Site. In addition to the leasing rate above, equipment operation costs shall be paid at the estimated hourly operating cost rate set forth in the Blue Book if not already included in the lease rate. Hours of operation shall be based upon actual equipment usage to the nearest quarter hour, as recorded by Engineer.

6. Leased Equipment, When Idle (Standby): Idle or standby equipment is equipment onsite or in transit to and from the Site and necessary to perform the Work under the modification, but not in actual use. Idle equipment time, as documented by Engineer, shall be paid at the leasing rate determined above, excluding operational costs.
7. Owned and Other Equipment in Use: Equipment rates for owned equipment or equipment provided in other than an arm's-length transaction shall not exceed the single shift total hourly costs rate developed in accordance with the CRG and as modified herein for multiple shifts. This total hourly rate will be paid for each hour the equipment actually performs work. Hours of operation shall be based on actual equipment usage as recorded by Engineer. This rate shall represent payment in full for Contractor's direct costs.
8. Owned and Other Equipment, When Idle (Standby): Equipment necessary to be onsite to perform the Work on single shift operations, but not utilized, shall be paid for at the ownership hourly expense rate developed in accordance with the CRG, provided its presence sand necessity onsite has been documented by Engineer. Payment for idle time of portions of a normal workday, in conjunction with original contract Work, will not be allowed. In no event shall idle time claimed in a day for a particular piece of equipment exceed the normal Work or shift schedule established for the Project. It is agreed that this rate shall represent payment in full for Contractor's direct costs. When Engineer determines that the equipment is not needed to continuously remain at the Site, payment will be limited to actual hours in use.
9. Owned and Other Equipment, Multiple Shifts: For multiple-shift operations, the CRG single shift total hourly costs rate shall apply to the operating equipment during the first shift. For subsequent shifts, up to 2 in a 24-hour day, operating rate shall be the sum of the total hourly CRG operating cost and 60 percent of the CRG ownership and overhaul expense. Payment for idle or standby time for second and third shifts shall be 20 percent of the CRG ownership and overhaul expense.
10. When necessary to obtain owned equipment from sources beyond the Project limits, the actual cost to transfer equipment to the Site and return it to its original location will be allowed as an addition item of expense. Move-in and move-out allowances will not be made for equipment brought to the Project if the equipment is also used on original Contract or related Work.
11. If the move-out destination is not to the original location, payment for move-out will not exceed payment for move-in.
12. If move is made by common carrier, the allowance will be the amount paid for the freight. If equipment is hauled with Contractor's own forces, rental will be allowed for the hauling unit plus the hauling unit operator's wage. If equipment is transferred under its own power, the rental will be 75 percent of the appropriate total hourly costs for the equipment, without attachments, plus the equipment operator's wage.

13. Charges for time utilized in services equipment to ready it for use prior to moving and similar charges will not be allowed.
14. When a breakdown occurs on any piece of owned equipment, payment shall cease for that equipment and any other owned equipment idled by the breakdown.
15. If any part of the Work is shut down by Owner, standby time will be paid during non-operating hours if diversion of equipment to other Work is not practicable. Engineer reserves the right to cease standby time payment when an extended shutdown is anticipated.
16. If a rate has not been established in the CRG for owned equipment, Contractor may choose one of the following courses of action:
    a. If approved by Engineer, use the rate of the most similar model found, considering such characteristics as manufacturer, capacity, horsepower, age, and fuel type.
    b. Request Equipment Watch to furnish a written response for a rate on the equipment, which shall be presented to Engineer for approval.
    c. Request Engineer to establish a rate.

1.06 FIELD ORDER

A. The section supplements the requirements of General Conditions Paragraph 11.01.A.3.

B. Engineer will issue Field Orders, with three (3) copies to Contractor.

C. Effective date of the Field Order shall be the date of signature by Engineer, unless otherwise indicated thereon.

D. Contractor shall acknowledge receipt by signing and returning one copy to Engineer.

E. Field Orders will be incorporated into subsequent Change Orders, as a no-cost change to the Contract.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUBMITTALS

A. Informational Submittals:
   1. Schedule of Values: Submit on Form EJCDC C-620.
   2. Application for Payment.
   3. Final Application for Payment

1.02 SCHEDULE OF VALUES

A. Prepare a separate Schedule of Values for each schedule of the work under the Agreement.

B. Upon request of Engineer, provide documentation to support the accuracy of the Schedule of Values.

C. An unbalanced or front-loaded Schedule of Values will not be accepted.

D. Summation of the complete Schedule of Values representing all the work shall equal the Contract Price.

E. All items shall be broken down by labor and material.

F. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.

G. Lump Sum Work:
   1. Reflect specified allowances and alternates, as applicable.
   2. List bonds and insurance premiums, mobilization, demobilization, Progress Schedule preparation and updates and contract closeout separately.
   3. Each line item shall include a directly proportional amount of the Contractor's overhead and profit.
   4. Line items shall be subdivided into the Bid Items shown on the Bid Form and further subdivided by structure.
   5. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
   6. Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.03 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

A. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.

B. Base estimated progress payments on initially acceptable Progress Schedule. Adjust to reflect subsequent adjustments in Progress Schedule and Contract Price as reflected by modifications to the Contract Documents.

1.04 APPLICATION FOR PAYMENT

A. Submit three (3) original signature versions and three (3) copies of each application on forms.

B. Use detailed Application for Payment EJCDC C-620.

C. Prepare separate form for each schedule, as applicable.

D. Include accepted Schedule of Values for each schedule or portion of lump sum Work and the unit price breakdown for the portions of Work to be paid on a unit price basis.

E. Include separate line items for each Change Order and Work Change Directive executed prior to date of submission. Provide further breakdown of such, as requested by Engineer.

1.05 PAY ITEMS

A. General Statement: The inclusion of references to Specification Section(s) in the Item Descriptions is for convenience only, and shall not be interpreted to mean that the referenced Section contains a complete description of all the Work necessary to complete the item

B. Pay Item 1: MOBILIZATION, SUBMITTALS, HEALTH & SAFETY PLAN, AND OTHER WORK
   1. Measurement: Lump Sum
      a. Payment:
         1) Payment shall be full compensation for all labor, equipment, and material to
      b. Related Work:
         1) Drawings:
            a) All inclusive
         2) Specifications:
            a) All inclusive

C. Pay Item 2: REMOVAL AND DISPOSAL OF ASBESTOS
1. Measurement: Lump Sum
a. Payment:
1) Payment shall be full compensation for all labor, equipment, and material to
b. Related Work:
1) Drawings:
a) All inclusive
2) Specifications:
a) All inclusive

D. Pay Item 3: REMOVAL AND DISPOSAL OF LEAD
1. Measurement: Lump Sum
a. Payment: Payment shall be full compensation for each drum.
b. Related Work:
1) Drawings:
a) All inclusive
2) Specifications:
a) All inclusive

E. Pay Item 4: BUILDING DEMOLITION AND REMOVAL
1. Measurement: Lump Sum
a. Payment:
1) Payment shall be full compensation for all labor, equipment, and material to
b. Related Work:
1) Drawings:
a) All inclusive
2) Specifications:
a) All inclusive

F. Pay Item 5: GRANULAR FILL
a. Measurement: Lump Sum
b. Payment: Payment shall be full compensation for.
c. Related Work:
1) Drawings:
a) All inclusive
2) Specifications:
a) All inclusive

G. Pay Item 6: TOPSOIL
a. Measurement: Lump Sum
b. Payment: Payment shall be full compensation for.
c. Related Work:
1) Drawings:
a) All inclusive

2) Specifications:
a) All inclusive

H. Pay Item 7: SEEDING
a. Measurement: Lump Sum
b. Payment: Payment shall be full compensation for.
c. Related Work:
1) Drawings:
a) All inclusive
2) Specifications:
a) All inclusive

I. Payment of Lump Sum items shall be made after their installation and acceptance by the Town.

1.06 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for the following:
1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed in a manner not called for in the Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason of failure of Contractor to conform to provision of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective work not accepted by Owner.
6. Material remaining on hand after completion of the Work.

1.07 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings have been approved and preliminary operation and maintenance data has been accepted by Engineer.

B. Final Payment:
1. Will be made only for products incorporated into the Work.
2. Remaining products, for which partial payments have been made shall revert to Contractor unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

1.08 PARTIAL PAYMENT FOR UNDELIVERED, PROJECT-SPECIFIC MANUFACTURED OR FABRICATED EQUIPMENT

(NOT USED)

1.09 ALTERNATES

A. Bid alternates identified on the Bid Form will be reviewed and accepted or rejected at the Owner's discretion prior to execution of the Agreement. Accepted Additive and Deductive Alternates will be identified in the Agreement. Accepted Additive Alternates will be included in the work and accepted deductive alternatives will not be included in the work.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 29 00.10

LIEN WAIVER AND RELEASE

WHEREAS, _____, hereafter called the "Undersigned," having entered into a written contract or purchase order with the Town of Rotterdam, hereafter call the "Owner", for the supplying of materials and/or the furnishing of labor and materials, or the furnishing of labor only for the project known as the Babe Ruth Building abatement and demolition project.

WHEREAS, Undersigned has requisitioned a PARTIAL/FINAL payment from the Owner pursuant to such contract or purchase order.

NOW, THEREFORE, for good and valuable consideration including the PARTIAL/FINAL payment of $_____ provided for herein, Undersigned agrees as follows:

1) Upon receiving payment from the Owner, the payment to which this instrument refers, Undersigned agrees not in any way to claim or file a mechanic's lien or other lien against said project, premises or any part thereof, or on the monies or other consideration due to become due for the Owner for any of the materials heretofore furnished or work or labor performed or furnished by the Undersigned. Further, the Undersigned hereby formally and irrevocably releases and waives in writing every and any lien, charges or claim of any nature whatsoever that it has, or as to which it may at any time have been entitled, up to and including the date hereof in connection with the said project, except for any unpaid retained monies unless the payment herein is payment of retainage, which lien waiver shall be for the benefit of the Owner of the Project.

2) The Undersigned further says that all monies due for this work which includes all labor, material, fuel, transportation and equipment, fringe benefits, pension funds, apprentice training programs, employee vacations, welfare funds, and similar funds and payments as well as all applicable sales and used taxes, royalties, commissions, permits, bonds, guarantees, insurances, licenses, or patent fees have been paid in full except as noted below. (If none write "NONE").

_____

_____

_____

And that there are no persons in a position to have or file a lien against the above mentioned work and/or the premises on which the same is located on account of any labor or materials furnished to Undersigned or any of the Undersigned's subcontractors or suppliers.

3) Undersigned agrees that the lien waiver appearing in Paragraph "1" hereof shall be deemed to be in compliance with the Lien Law of the State of New York.

4) Undersigned agrees that any of its subcontractors or suppliers being entitled to any of the proceeds of the within payments have been paid except as noted below. (If none write "NONE").

_____

_____

5) Furthermore, Undersigned hereby formally and irrevocably releases and waives any rights to make a claim upon any labor and material payment bond issued to the Owner, for this project on account of the labor, services, materials, fixtures or supplies heretofore furnished to this date by the Undersigned for the said project.

6) Furthermore, Undersigned hereby formally and irrevocably releases the Owner from all claims of liability, loss or damage to the Undersigned except as noted otherwise herein for anything furnished or performed in connection with, relating to or arising out of the contract or out of the work covered by said contract, including, but not limited to, all claims for extra work, labor or materials, delays or increased costs due to changed conditions, loss of efficiency or productivity, nonsequential work operations, delays, acceleration, suspension of work, and for any prior act, neglect or default on the part of the Owner, or any of its officers, agents or employees in connection therewith, up to and including the date of this waiver, except for any unpaid retained monies.

7) The Undersigned further acknowledges that neither the aforesaid payment nor acceptances by the Owner, of the work covered by the aforementioned contract and/or purchase order shall in any way or manner operate as, or constitute a release or waiver of the Undersigned's obligations, undertaking or liabilities under said contract or purchase order or in any way affect or limit the same.

This Agreement shall run to the benefit of the Owner, its successors and assigns; signed and dated this ____ day of _____, 20__.

AMOUNT OF THIS

PARTIAL/FINAL PAYMENT: $_____

_____

_____

Office/Authorized Signature

_____

Printed Name and Title

Sworn to before me this _____ day of _____, 20___.

_____

Notary Public

END OF SECTION

SECTION 01 31 13

PROJECT COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

A. The Owner will maintain control over the facility for the duration of the Contract.

1.02 RELATED WORK AT THE SITE

A. General:
   1. Other work that is either directly or indirectly related to schedule performance of the work under these Contract Documents is anticipated to be performed at the Site by others.
   2. Coordinate the work of the Contract Documents with work of others as specified in the General Conditions.
   3. Include sequencing constraints specified herein as a part of Progress Schedule.

1.03 SUBSTANTIAL COMPLETION

A. Completion of the following items shall constitute Substantial Completion for the work:
   1. Successful asbestos and lead abatement and demolition of the structure and disposal of all materials.
   2. Removal and lawful disposal of all wastes generated as a result of performing the work.
   3. Restoration of the site up to placement of topsoil.
   4. Successful completion of this work shall set the date of warranty period commencement for all labor, equipment, and material furnished by the Contractor.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 32 16

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.01 SUMMARY

A. Informational Submittals:
   1. Preliminary Progress Schedule: Submit within time specified in the General Conditions.
   2. Detailed Progress Schedule:
      a. Submit initial Detailed Progress Schedule within 30 days after Effective Date of the Agreement.
      b. Submit an Updated Progress Schedule at each update, as specified herein.
   3. Submit with each Progress Schedule submittal:
      a. Contractor's certification that Progress Schedule submittal is actual schedule being utilized for execution of the work.
      b. Project shall be scheduled using P6 by Primavera, or approved equal software capable of critical path activity analysis.
      c. Progress schedule: Six (6) legible color copies.
      d. Narrative Progress Report: Same number of copies as specified for Progress Schedule.
   4. Prior to final payment, submit a final Updated Progress Schedule.

1.02 SCHEDULE COORDINATION

A. Where Contractor is referred to in the singular, it shall refer to each of separate contractors as applicable.

B. General Contractor shall incorporate detailed schedules prepared by other contractors into the overall Progress Schedule, and shall maintain throughout the duration of the Project.

C. Coordinate preparation and process of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

D. Coordinate Contractor's construction schedule with the schedule of values, list of subcontractors, submittal schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the Work from entities involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

E. Schedule Updates:
   1. The General Contractor shall update the work schedule on a monthly basis throughout construction.
   2. A copy of the updated work schedule shall be submitted to the Engineer along with each payment application, along with copies of certified payrolls and required M/WBE documentation.
   3. Payment applications will not be reviewed by the Engineer until an acceptable updated schedule has been received.
   4. The General Contractor shall update the work schedule on a monthly basis throughout the construction period.

1.03 DETAILED PROGRESS SCHEDULE

A. In addition to the requirements of the General Conditions, submit a Detailed Progress Schedule beginning with Notice to Proceed and continuing through Final Completion.

B. Show the duration and sequence of activities required for complete performance of the work reflecting means and methods chosen by the Contractor.

C. When accepted by the Engineer, the Detailed Progress Schedule will be the Baseline Schedule. Subsequent revisions will be considered as Updated Progress Schedules.

D. Format: In accordance with requirements specified herein.

E. Updated monthly through the 15th of each month along with each pay application to reflect actual progress and occurrences to date, including weather delays.

1.04 PROGRESS SCHEDULE – CRITICAL PATH NETWORK

A. General: Comprehensive computer-generated schedule using the critical path method (CPM), generally as outlined in the "Construction Planning & Scheduling Manual", as published by the Associated of General Contractors of America (AGC). If a conflict occurs between the AGC publication and this Specification, then this Specification shall govern.

B. Contents:
   1. Schedule shall begin with the date of Notice to Proceed and conclude with the date of Final Completion.
   2. Identify work calendar basis using days as a unit of measure.
   3. Show complete interdependence and sequence of construction and Project-related activities reasonably required to complete the work.
   4. Identify the work of separate stages and other logically grouped activities.
   5. Reflect sequences of the work, constraints, delivery windows, review times Contract Times and Project Milestones set forth in the Agreement and Section 01 31 13, Project Coordination.

6. Include as applicable, at a minimum:
    a. Obtaining permits, submittals for early product procurement, and long-lead items.
    b. Mobilization and other preliminary activities.
    c. Submittal review and approval, including two review cycles for each item.
    d. Initial Site work.
    e. Specified work sequences, constraints, and Milestones, including Substantial Completion date.
    f. Major equipment fabrication, factory-testing, and delivery dates.
    g. Concrete work.
    h. Structural steel work.
    i. Architectural features work.
    j. Conveying systems work.
    k. Equipment work.
    l. Mechanical work.
    m. Electrical work.
    n. Instrumentation and control work.
    o. Other important work for each facility.
    p. Equipment and system startup and testing activities.
    q. Project closeout and site restoration.
    r. Demobilization.
7. No activity duration, exclusive of those for Submittals review and product fabrication/delivery, shall be less than 1 day or more than 14 days, unless otherwise approved.
8. Activity duration for Submittal review shall not be less than review time specified unless clearly identified and prior written acceptance has been obtained from the Engineer.

C. Network Graphical Display:
1. Plot or print on paper 11" x 17".
2. Title block: Show name of Project, Owner, date submitted, revision or update number, and the name of the scheduler. Updated schedules shall indicate data date.
3. Identify horizontally across top of schedule the time frame by year, month, and day.
4. Identify each activity with a unique number and a brief description of the work associated with that activity.
5. Indicated critical path.
6. Show, at a minimum, the controlling relationships between activities.
7. Plot activities on a time-scaled basis, with the length of each activity proportional to the current estimate of the duration.
8. Plot activities on an early start basis unless otherwise request by Engineer.
9. Provide a legend to describe standard and special symbols used.

1.05 PROGRESS OF THE WORK

A. Updated Progress Schedule shall reflect:
   1. Progress of work through 15th of each month, tied to pay application submittal.
   2. Approved changes in work scope and activities modified since submittal.
   3. Delays in Submittals or resubmittals, deliveries, or work.
   4. Adjusted or modified sequences of the work.
   5. Other identifiable changes.
   6. Revised projections of progress and completion.
   7. Report of changed logic.

B. Produce detailed sub-schedules during Project, upon request of Owner or Engineer, to further define critical portions of the work, such as a planned facility shutdown.

C. If Contractor fails to complete activity by its latest scheduled completion date and this failure impacts the critical path, the Contractor shall, within 7 days of such failure, submit a recovery schedule, detailing how the Contractor intends to correct nonperformance and return to acceptable current Progress Schedule. Actions by the Contractor to complete the work within Contract Times (or Milestones) will not be justification for adjustment to Contract Price or Contract Times.

D. Owner may order Contractor to increase plant, equipment, labor force or working hours if Contractor fails to:
   1. Complete a Milestone activity by its completion date.
   2. Satisfactorily execute work as necessary to prevent delay to overall completion of Project, at no additional cost to the Owner.

1.06 NARRATIVE PROGRESS REPORT

A. Format:
   1. Organize same as Progress Schedule.
   2. Identify on a cover letter, reporting period, date submitted, and name of author of report.

B. Contents:
   1. Number of days worked over the period, work force on hand, construction equipment on hand (including utility vehicles such as pickup trucks, maintenance vehicles).
   2. General progress of work, including a listing of activities started and completed over the reporting period, mobilization/demobilization of subcontractors, and major milestones achieved.
   3. Contractor's plan for management of Site (e.g., laydown and staging areas, construction traffic), utilization of construction equipment, buildup of trade labor, and identification of potential Contract changes.

4. Identification of new activities and sequences as a result of executed Contract changes.
5. Documentation of weather over the reporting period, and any resulting impacts to the work.
6. Description of actual or potential delays, including related causes, and the steps taken to anticipated to mitigate their impact.
7. Changes to activity logic.
8. Changes to the critical path.
9. Identification of, and accompanying reason for, any activities added or deleted since the last report.
10. Steps taken to recover the schedule from Contractor-caused delays.

1.07 SCHEDULE ACCEPTANCE

A. Engineer's acceptance will demonstrate agreement that:
   1. Proposed schedule is accepted with respect to:
      a. Contract Times, including Final Completion and all intermediate Milestones are within the specified times.
      b. Specified work sequences and constraints are shown as specified.
      c. Access restrictions are accurately reflected.
      d. Startup and testing times are as specified.
      e. Submittal review times are as specified.
      f. Startup testing duration is as specified and timing is acceptable.
   2. In all other respects, Engineer's acceptance of the Contractor's schedule indicates that, in the Engineer's judgement, schedule represents a reasonable plan for constructing the project in accordance with the Contract Documents. The Engineer's review will not make any change in Contract requirements. Lack of comment on any aspect of the schedule that is not in accordance with the Contract Documents will not thereby indicate acceptance of the change, unless Contractor has explicitly called the non-conformance to the Engineer's attention in submittal. Schedule remains the Contractor's responsibility and the Contractor retains responsibility for performing all activities, for activity durations, and for activity sequences required to construct the Project in accordance with the Contract Documents.

1.08 ADJUSTMENT OF CONTRACT TIMES

A. Comply with the General Conditions and Section 01 26 00, Contract Modification Procedures.

B. Evaluation and reconciliation of Adjustments of Contract Times shall be based on the Updated Progress Schedule at the time of proposed adjustment or claimed delay.

C. Float:
   1. Float time is a Project resource available to both parties to meet contract Milestones and Contract Times.
   2. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic constraints, and extended activity times are prohibited, and use of float time disclosed or implied by use of alternate float-suppression techniques shall be to the benefit of the Owner and Contractor.
   3. Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs which:
      a. Impacts the Project's critical path.
      b. Consumes available float or contingency time.
      c. Extends work beyond the contract completion date.

D. Claims Based on Contract Times:
   1. Where Engineer has not yet rendered a formal decision on Contractor's Claim for adjustment of Contract Times, and parties are unable to agree as to amount of adjustment to be reflected in Progress Schedule, Contractor shall reflect an interim adjustment in the Progress Schedule as acceptable to the Engineer.
   2. It is understood and agreed that such interim acceptance will not be binding on either the Contractor or the Owner, and will be made only for the purpose of continuing to schedule work until such time as formal decision has been rendered as to an adjustment, if any, of the Contract Times.

E. Contractor shall revise Progress Schedule prepared thereafter in accordance with the Engineer's formal decision.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes requirements for the Schedule of Submittals and administrative and procedural requirements for submitting Shop Drawings Samples, and other submittals.

1.02 DEFINITIONS

A. Action Submittals:
   1. Written and graphic information and physical samples that require Engineer's responsive action.
   2. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals:
   1. Written and graphic information and physical Samples that do not require Engineer's responsive action.
   2. Submittals may be rejected for not complying with requirements.
   3. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals".

C. Portable Document Format (PDF): An open file format standard licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.03 FORMAT

A. Contractor shall be responsible for submittal all information necessary for submittal approvals. Make submittals to the office of the Engineer: Barton & Loguidice, D.P.C., 443 Electronics Parkway, Liverpool, New York 13088.

B. A letter of transmittal shall accompany each submittal. If data for more than one section of the Specifications is submitted, a separate transmittal letter shall accompany the data submitted for each section.

C. If a Shop Drawing deviates from the requirements of the Contract Documents, Contractor shall specifically note each deviation in its letter of transmittal.

D. When Samples are required, the quantities are identified in the individual Specification sections.

E. Contractor's approval:
   1. All submittals shall bear the stamp of approval and signature of Contractor as evidence that the submittal has been reviewed by Contractor.
   2. Submittals without this stamp of approval will not be reviewed and will be returned to Contractor.
   3. Contractor's stamp shall contain the following minimum information:
      a. Project: Babe Ruth Building Asbestos Abatement and Demolition
      b. Bid No:
      c. Contractor:
      d. Date:
      e. Specification section:
      f. Drawing number(s):
      g. Submittal No.: BBBB-SS SS SS-sss-rrr, where:
         1) BBBB: Bid No.
         2) SS SS SS: Specification section number.
         3) sss: sequential submittal number.
         4) rrr: submittal revision number. All initial submittals shall be revision number "000".

F. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
   1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification section.
   2. Submit electronically in PDF format (or DWF format as applicable) via email communication.
   3. Paper Submittals: No paper submittals will be accepted as part of this Project unless specifically required as part of the Contract Documents or requested by Engineer or Engineer's consultants.

G. Resubmittals:
   1. Make resubmittals in same form and number of copies as initial submittal.
   2. Resubmittals shall be as a standalone submittal, including all applicable information from the previous submittals.
   3. Resubmittals that only include information on revised items will be returned without review.
   4. Note date and content of previous submittal.
   5. Note date and content of revision in label or title block and clearly indicate extent of revision.
   6. Contractor must clearly draw attention to additional revisions made that were not requested in previous submittal review comments.
   7. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.

1.04 SCHEDULE OF SUBMITTALS

A. Submit three (3) copies of preliminary Schedule of Submittals in accordance with General Conditions Article 2.03.

B. Revise and resubmit until acceptable to Engineer.

1.05 OR-EQUALS AND SUBSTITUTIONS

A. Requests for substitutions or consideration of "or equal" items shall be handled as specified in the General Conditions, as modified in the Supplementary Conditions.

B. Substitutions or "or equal" items shown or implied on the submittal are prohibited and will be rejected.

1.06 DELEGATED DESIGN SERVICES

A. Performance and design criteria:
   1. Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
   2. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

B. Delegated-design services certification:
   1. In addition to Shop Drawings, and other submittals, submit digitally signed PDF electronic file copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
   2. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 2 - PRODUCTS

[NOT USED]

PART 3 - EXECUTION

3.01 CONTRACTOR'S RESPONSIBILITIES

A. General:
   1. Contractor shall forward submittals well in advance of the need for the material or equipment for construction and with required allowance for time required to make delivery of material or equipment after data covering such is approved.
   2. Contractor assumes the risk for all material or equipment that is ordered, fabricated, or shipped prior to the approval of submittals.

3. No material or equipment will be permitted to be incorporated into the Work nor will such be included in Applications for Payment until approval thereof has been obtained in the manner specified herein.

B. Coordination:
   1. It is Contractor's responsibility to review submittals of its Suppliers and Subcontractors before transmitting them to Engineer to assure proper coordination of the Work, to determine that each submittal is in accordance with the Contract Documents, and that there is sufficient information about material and equipment for Engineer to determine compliance with the Contract Documents.
   2. Incomplete or inadequate submittals will be returned for revision without review, as specified herein.
   3. Approval of submittals shall not relieve Contractor from the obligation of furnishing material and equipment of proper dimension, size, quality, quantity, and all performance characteristics to perform the requirements and intent of the Contract Documents
   4. Engineer's approval shall not relieve Contractor from responsibility for errors of any sort on the submittals.
   5. Approval is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents.
   6. Contractor is responsible for dimensions which shall be confirmed and correlated at the Site.
   7. Contractor is responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the Work of all trades.

C. Engineer's approval:
   1. Submittals not bearing the Engineer's "approved" or "approved as noted" notation shall not be used, issued to Subcontractors, nor utilized for construction purposes.
   2. No work shall be performed or equipment installed without an approved Shop Drawing or submittal.
   3. Contractor assumes the risk for all work performed or equipment installed without an approved Shop Drawing or submittal.
   4. In the event Contractor obtains Engineer's approval for the use of equipment other than that which is shown or specified, Contractor shall, at its own expense and using methods approved by Engineer, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.

3.02 ENGINEER'S ACTION

A. Engineer will review and process all submittals promptly, but a reasonable time shall be allowed for submittal transmittals, reviews, and revisions.

B. Contractor shall allow fifteen (15) days for each submittal review and response in the preparation of Progress Schedule unless otherwise specified in the Contract Documents.

C. Contractor shall allow fourteen (14) days for each submittal review in the preparation of the Progress schedule unless otherwise specified in the Contract Documents.

D. In preparing its Construction Progress Schedule, Contractor shall allow for two (2) submittal review cycles for each submittal.

E. Owner may back-charge Contractor for costs associated with reviewing the third and successive submittal(s).

F. Engineer will document and notify Owner in writing of all such back charges to be deducted Applications for Payment.

3.03 SUBMITTAL STATUS AND PROCEDURE

A. After Engineer completes its review, the submittal will be marked with one of the following dispositions:
   1. Approved.
   2. Approved as noted.
   3. No action required.
   4. Revise as noted - Resubmit.
   5. Rejected – Resubmit as specified.

B. Submittals marked "Approved":
   1. Submittals that conform to the Contract Documents without comment will be issued a disposition of "Approved".
   2. Contractor may order, fabricate, or ship the materials included in the submittal.

C. Submittals marked "Approved as noted":
   1. Submittals that conform to the Contract Documents with correction of minor clarifications or omissions will be issued a disposition of "Approved as noted".
   2. Contractor may order, fabricate, or ship the materials included in the submittal that incorporates Engineer's comments.

D. Submittals marked "No action required": Informational submittals will be issued a disposition of "No action required", acknowledging to Contractor Engineer's receipt of the submittal.

E. Submittals marked "Revise as noted - Resubmit":
   1. Submittals that include a named manufacturer or supplier, but contain insufficient information to determine conformance to the Contract Documents will be issued a disposition of "Revise and Resubmit".
   2. Contractor shall make corrections to satisfy the deficiencies indicated and repeat the submittal procedure.
   3. The resubmittal shall conform to the submittal numbering procedure specified herein.

F. Submittals marked "Rejected – Resubmit as specified":
   1. Submittals that do not conform to the Contract Documents will be issued a disposition of "Rejected – Resubmit as specified".

G. Contractor shall revise the submittal to incorporate equipment or products that comply with the requirements of the Contract Documents.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this Section
   1. American Nursery and Landscape Association (ANLA): American Standards for Nursery Stock.
   2. Federal Emergency Management Agency (FEMA).
   3. National Fire Prevention Association (NFPA): 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations.
   4. Telecommunications Industry Association (TIA): 568-C, Commercial Building Telecommunications Cabling Standard.
   5. U.S. Department of Agriculture (USDA): Urban Hydrology for Small Watersheds.
   6. U.S. Weather Bureau: Rainfall-Frequency Atlas of the U.S. for Durations from 30 Minutes to 24 Hours and Return Periods from 1 to 100 years.

1.02 SUBMITTALS

A. Informational Submittals:
   1. Copies of permits and approvals for construction as required by Laws and Regulations and governing agencies.
   2. Temporary Utility submittals:
      a. Electric power supply and distribution plans.
   3. Site Utilization Plan:
      a. Parking area plans.
      b. Contractor's field office plans, if applicable.
      c. Fencing and protective barrier locations and details.
      d. Staging area location plan.
      e. Plan for maintenance of existing operations.
   4. Temporary Control Submittals:
      a. Dust control plan.
      b. Plan for disposal of waste materials and intended haul routes.

1.03 MOBILIZATION

A. Mobilization shall include, but not be limited to, these principle items:
   1. Obtaining required permits.
   2. Installing temporary construction power, wiring and lighting facilities.
   3. Providing onsite sanitary facilities and potable water facilities as specified and as required by Laws and Regulations.

4. Posting OSHA required notices and establishing safety programs and procedures.
5. Having Contractor's superintendent at the Site full-time.

B. Use area designated for Contractor's temporary facilities as shown on the Drawings or as directed by the Owner.

1.04 PROTECTION OF WORK AND PROPERTY

A. Comply with Owner's safety rules while on Owner's property.

B. Keep Owner informed of series onsite accidents and related claims.

C. Use of explosives: No blasting or use of explosives will be allowed onsite.

PART 2 - PRODUCTS

[NOT USED]

PART 3 - EXECUTION

3.01 TEMPORARY UTILITIES

A. Power:
1. No electric power is available at the Site. Make arrangements to obtain and pay for electrical power used until final payment and acceptance by the Owner, unless otherwise recommended by the Engineer at Substantial Completion.
2. Cost of electric power shall be borne by the Contractor. No separate payment will be made.

B. Lighting: provide temporary lighting to meet applicable safety requirements to allow erection, application, or installation of materials and equipment, and observation or inspection of the Work.

C. Heating, Cooling, and Ventilating:
1. Provide as required to maintain adequate environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for installation of materials, and to protect materials, equipment, and finishes from damage because of temperature or humidity. Costs for temporary heat shall be borne by the Contractor.
2. Provide adequate forced air ventilation of enclosed areas to cure installed materials, to dispense humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.

3. Pay costs of installation, maintenance, operation, removal, and fuel consumed.
4. Provide portable unit heaters, complete with controls, oil- or gas-fired, and suitably vented to outside as required for protection of health and property.
5. If permanent natural gas piping is used for temporary heating units, do not modify or re-route gas piping without approval of Gas Utility. Provide separate gas metering, as required by the Gas Utility.

D. Water: No construction or potable water is available at the Site. Make arrangements for and bear the cost of providing water required for construction purposes and drinking by construction personnel during construction.

E. Sanitary and Personnel Facilities: Provide and maintain facilities for Contractor's employees, Subcontractors, and other onsite employers' employees. Service, clean and maintain facilities and enclosures.

F. Fire Protection: Furnish and maintain on Site adequate firefighting equipment capable of extinguishing incipient fires. Comply with applicable parts of NFPA 241.

3.02 PROTECTION OF WORK AND PROPERTY

A. General:
1. Perform Work within right-of-way and easements in a systematic manner that minimizes inconvenience to property owners and the public.
2. No residence or business shall be cut off from vehicular traffic for a period exceeding 4 hours, unless special arrangements have been made.
3. Maintain in continuous service existing oil and gas pipelines, underground power, telephone and communication cable, water mains, irrigation lines, sewers, poles and overhead power and other utilities encountered along the line of the work, unless other arrangements satisfactory to the utility owners have been made.
4. When completion of the work requires temporary or permanent removal or relocation of existing utility, coordinate activities with utility owner and perform work to their satisfaction.
5. Protect, shore, brace, support, and maintain underground utility construction uncovered or otherwise affected by construction operations.
6. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
7. In areas where Contractor's operations are adjacent to or near a utility such as gas, telephone, television, electric power, water, sewer, or irrigation system, and such operations may cause damage or inconvenience, suspend operations until arrangements necessary for protection have been made by the Contractor.
8. Notify property owners and utility offices that may be affected by construction operation at least 2 days in advance. Before exposing a utility, obtain utility owner's permission. Should service of utility be

interrupted due to Contractor's activity, notify proper authority immediately. Cooperate with said authority in restoring service as promptly as possible and bear costs incurred.

9. Do not impair operation of existing sewer system. Prevent construction material and pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering sewers, pump stations, and other utility structures.
10. Maintain original site drainage wherever possible.

B. Site Security:
   1. Erect a temporary security fence for protection of the existing facilities. Maintain fence throughout the construction period. Obtain Engineer's written permission before removal of temporary security fencing.
   2. Provide and maintain additional temporary security fences as necessary to protect the Work and Contractor-furnished products not yet installed.

C. Barricades and Lights:
   1. Provide as necessary to prevent unauthorized entry to construction areas and affected roads, streets, and alley ways, inside and outside of fenced area, and as required to ensure public safety and the safety of the Contractor's employees, other employers' employees, and others who may be affected by the work.
   2. Provide to protect existing facilities and adjacent properties from potential damage.
   3. Locate to enable access by facility operators and property owners.
   4. Protect streets, roads, highways, and other public thoroughfares that are closed to traffic by effective barricades with acceptable warning signs.
   5. Locate barricades at the nearest intersecting public thoroughfare on each side of the blocked section.
   6. Illuminate barricades and obstructions with warning lights from sunset to sunrise.

D. Trees and Plantings:
   1. Protect from damage and reserve trees, shrubs, and other plants outside limits of the work and within limits of the Work, which are designated on Drawings to remain undisturbed.
      a. Where practical, tunnel beneath trees when on or near line of trench.
      b. Employ hand excavation as necessary to prevent tree injury.
      c. Do not stockpile materials or permit traffic within drip lines of trees.
      d. Provide and maintain temporary barricades around trees.
      e. Water vegetation as necessary to maintain health.
      f. Cover temporarily exposed roots with wet burlap and keep burlap moist until soil is replaced around roots.

g. No trees, except those specifically shown on Drawings to be removed shall be removed without written approval of the Engineer.

h. Dispose of removed trees in a legal manner offsite.

2. Balling and burlapping of trees indicated for replacement shall conform to recommended specifications set forth in the American Standards for Nursery Stock, published by the American Nursery and Landscape Association. Balls shall be firm and intact and made-balls will not be accepted. Handle ball and burlap trees by ball and not by top.

3. In the event of damage to bark, trunks, limbs, or roots of plants that are not designated for removal, treat damage by corrective pruning, bark tracing, application of a heavy coating of tree paint, and other accepted horticultural and tree surgery practices.

4. Replace each plant that dies as a result of construction activities.

E. Existing Structures:

1. Where Contractor contemplates removal of small structures such as mailboxes, signposts, and culverts that interfere with the Contractor's operations, obtain approval of property owner and Engineer.

2. Move mailboxes to temporary locations accessible to postal service.

3. Replace items removed in their original location and a condition equal to or better than original.

F. Archeological Finds:

1. General: should finds of an archaeological or paleontological nature be made within the Site limits, immediately notify the Owner and Engineer and proceed in accordance with the General Conditions.

2. Archaeological Finds: Evidence of human occupation or use of an area within Contract limits. Evidence may consist of skeletons, stone, or other utensils, or evidence of habitations or structures.

3. Paleontological Finds: Evidence of prehistoric plant or animal life, such as skeletons, bones, fossils, or casts and other indications of such as pictographs.

4. Owner may order the Work stopped in other areas if, in the Owner's opinion, find is more extensive than may appear from uncovered material.

5. Protection of Finds:

a. Cover, fence, or otherwise protect finds until notice to resume the Work is given.

b. Cover finds with plastic film held in place by earth, rocks, or other weights placed outside the find. Should additional backfilling be necessary for safety or to prevent caving, place backfill material loosely over plastic film.

c. Sheet or shore as necessary to protect excavations underway. Place temporary fence to prevent unauthorized access.

d. Dewater finds made below water table as necessary to protect construction Work underway. Divert groundwater or surface runoff away from find by ditching or other acceptable means.

6. Removal of Finds:
    a. Finds are property of the Owner. Do no remove or disturb finds without Owner's written authorization.
    b. Should Owner elect to have a find removed, provide equipment, labor, and material to permit safe removal of find without damage. Provide transportation for delivery to individuals, institutions, or other places as Owner may find desirable, expedient, or required by law.

G. Threatened and Endangered Species:
1. Take precautions necessary and prudent to protect native endangered and threatened flora and fauna.
2. Notify the Engineer of construction activities that may threaten threatened and endangered species or their habitats.
3. Engineer will mark areas know as habitats of threatened and endangered species prior to commencement of the Work.
4. Additional areas will be marked by Engineer as other habitats of threatened and endangered species become known during construction.

3.03 TEMPORARY CONTROLS

A. Air Pollution Control:
1. Minimize air pollution from construction operations.
2. Burning of waste materials, rubbish, or other debris will not be allowed onsite.
3. Conduct operations of dumping rock and of carrying rock away in trucks to cause a minimum of dust. Give unpaved streets, roads, detour, or haul roads used in construction area a dust-preventative treatment or periodically water to prevent dust. Strictly adhere to applicable environmental regulations for dust prevention.
4. Provide and maintain temporary dust-tight partitions, bulkheads, or other protective devices during construction to permit normal operation of existing facilities. Construct partitions of plywood, insulating board, plastic sheets, or similar material. Construct partitions in such a manner that dust and dirt from demolition and cutting will not enter other parts of existing building or facilities. Remove temporary partitions as soon as need no longer exists.

B. Noise control:
1. Provide acoustical barriers so noise emanating from tools or equipment will not exceed legal noise levels.
2. Noise Control Plan: Propose plan to mitigate construction noise and comply with noise control ordinances, including method of construction, equipment to be used, and acoustical treatments.

C. Water Pollution Control:
   1. Divert sanitary sewage and non-storm waste flow interfering with construction and requiring diversion to sanitary sewers. Do not cause or permit action to occur which would cause an overflow to existing waterway.
   2. Prior to commencing excavation and construction, obtain Owner's agreement with detailed plans showing procedures intended to manage and dispose of sewage, groundwater, and dewatering pump discharges.
   3. Comply with Section 01 57 13, Temporary Erosion and Sediment Control, for storm water flow and surface runoff.
   4. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Disposal of wastes into streams or waterways is prohibited. Provide acceptable containers for collection and disposal of waste materials, debris, and rubbish.

D. Erosion, Sediment, and Flood Control: Provide, maintain, and operate temporary facilities as specified in Section 01 57 13, Temporary Erosion and Sediment Control, to control erosion and sediment releases, and to protect the Work and existing facilities from flooding during construction period.

E. Project Signage:
   1. Location of signs shall be as shown or as directed by the Engineer.
   2. Maintain signs so they are clean, legible, and upright. Keep grass and weeds cut away from signs.
   3. Repair and repaint damaged signs. Relocate signs as required by progress of Work.
   4. Remove signs when Project is completed or when directed by the Engineer.
   5. Signs to be relocated shall be removed, cleaned, and stored if not immediately reinstalled.

3.04 STORAGE YARDS AND BUILDINGS

A. Temporary Storage Yards: Construct temporary storage yards for storage of products that are not subject to damage by weather conditions.

B. Temporary Storage Buildings:
   1. Provide environmental control systems that meet recommendations of manufacturers of equipment and material stored.
   2. Arrange or partition to provide security of contents and ready access for inspection and inventory.
   3. Store combustible materials (paints, solvents, fuels) in well-ventilated and remote building meeting safety standards.

3.05 ACCESS ROADS

A. Construct access roads as shown and within easements, rights-of-way, or Project limits. Alignments for new routes shall be approved by the Engineer.

B. Maintain drainage ways. Install and maintain culverts to allow water to flow beneath access roads. Provide corrosion-resistant culvert pipe of adequate strength to resist construction loads.

C. Provide gravel, crushed rock, or other stabilization material to permit access by all motor vehicles at all times.

D. Maintain road grade and crown to eliminate potholes, rutting, and other irregularities that restrict access.

E. Coordinate with Engineer detours and other operations affecting traffic and access. Provide at least 72 hours' notice to Engineer of operations that will alter site access.

F. Upon completion of construction, restore ground surface disturbed by access road construction to grades as shown on the Drawings.

3.06 VEHICULAR TRAFFIC

A. Comply with Laws and Regulations regarding closing or restricting use of public streets or highways. No public or private road shall be closed, except by written permission of proper authority. Ensure the least possible obstruction to traffic and normal commercial pursuits.

B. Conduct the work to interfere as little as possible with public travel, whether vehicular or pedestrian.

C. Whenever it is necessary to cross, close, or obstruct roads, driveways, and walks, whether public or private, provide and maintain suitable and safe bridges, detours, or other temporary expedients from accommodation of public and private travel.

D. Road Closures: Maintain satisfactory means of exit for persons residing or having occasion to transact business along route of the Work. If it is necessary to close off roadway or alley providing sole vehicular access to property for periods greater than 2 hours, provide written notice to each owner so affected 3 days prior to such closure. In such cases, closing of up to 4 hours may be allowed. Closures of up to 10 hours may be allowed if a week's written notice is given and undue hardship does not result.

E. Maintenance of Traffic is not required if Contractor obtains written permission from Owner and tenant of private property, or from authority having jurisdiction over public property involved, to obstruct traffic at designated point.

F. In making street crossing, do not block more than one-half of the street at a time. Whenever possible, widen shoulder on opposite side to facilitate traffic flow. Provide temporary surfacing on shoulders as necessary.

G. Maintain top of backfilled trenches before they are paved, to allow normal vehicular traffic to pass over. Provide temporary access driveways where required. Cleanup operations shall follow immediately behind backfilling.

H. When flaggers and guards are required by regulation or when deemed necessary for safety, furnish them with approved orange wearing apparel and other regulation traffic control devices.

I. Provide snow removal to facilitate normal vehicular traffic on public or private roads affected by construction. Perform snow removal promptly and efficiently by means of suitable equipment whenever necessary for safety, and as may be directed by proper authority.

J. Notify fire department and police department before closing streets or portions thereof. Notify said departments when streets are again passable for emergency vehicles. Do not block off emergency vehicle access to consecutive arterial crossings or dead-end streets, in excess of 300 linear feet, without written permission from the fire department. Conduct operations with the least interference to fire equipment access, and at no time prevent such access. Furnish Contractor's night emergency telephone numbers to police department.

3.07 CLEANING DURING CONSTRUCTION

A. In accordance with the General Conditions, as may be specified in other specification sections, and as required herein.

B. Wet down exterior surfaces prior to sweeping to prevent blowing of dust and debris. At least weekly, sweep floors (basins, tunnels, platforms, walkways, roof surfaces), and pick up and dispose of debris.

C. Provide approved containers for collection and disposal of waste materials, debris, and rubbish off-site.

D. At least weekly, brush sweep entry drive, roadways and other streets and walkways affected by the work and where adjacent to the work.

END OF SECTION

SECTION 01 57 13

TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 SUMMARY

A. Scope:
   1. This section covers work necessary for stabilization of soil to prevent erosion during and after construction and land-disturbing activities.
   2. The work shall include the furnishing of all labor, material, tools, and equipment to perform the work and services necessary as herein specified and as indicated on the Plans.
   3. This shall include installation, maintenance, and final removal of all temporary soil erosion and sediment control measures.

B. The minimum areas requiring soil erosion and sediment control measures are indicated on the Contract Drawings.

C. The Owner or Engineer reserves the right to modify the use, location, and quantities of soil erosion and sediment control, based on the Contractor's activities.

D. See additional information noted on the Contract Drawings.

1.02 GENERAL

A. Refer to General Conditions and Division 01, General Requirements, which contain information and requirements that apply to the Work specified herein and are mandatory requirements of for this Project.

B. All activities shall conform to the latest edition of the New York State Storm Water Management Design Manual, the site-specific Storm Water Pollution Prevention Plan (SWPPP), the SPDES General Permit GP-0-20-001, and the Drawings. In the event of conflicting requirements, the more stringent requirements shall apply.

C. Soil erosion stabilization and sedimentation control consist of the following elements:
   1. Maintenance of existing permanent or temporary storm drainage piping and channel systems, as necessary.
   2. Construction of new permanent and temporary storm drainage piping and channel systems, as necessary.
   3. Construction of temporary erosion control facilities such as silt fences, check dams, etc.
   4. Topsoil and seeding:

a. Placement and maintenance of Temporary Seeding on all areas disturbed by construction.
b. Placement of permanent topsoil, fertilizer, and seed, etc. in all areas not occupied by structures or pavement, unless shown otherwise.

5. Soil Stabilization Seeding: Placement of fertilizer, seed, etc. in areas as specified hereinafter.

D. The Contractor shall be responsible for phasing and coordinating Work in areas allocated for respective use including proposed stockpile areas to restrict sediment transport. This will include installation of all temporary erosion and sediment control devices, ditches, or other facilities.

E. The areas set aside for the Contractor's use during the Project may be temporarily developed to provide satisfactory working, staging, and administrative areas for its exclusive use. Preparation of these areas shall be in accordance with other requirements contained within these Specifications and shall be done in a manner to control all sediment transport away from the area.

F. Sediment transport and erosion from working stockpiles shall be controlled and restricted from moving beyond the immediate stockpile area by installation of silt fence or fiber rolls and construction of temporary toe-of-slope ditches, as necessary. The Contractor shall keep these temporary facilities in operational condition by regular cleaning, regrading, and maintenance. Stockpiles remaining in place longer than 14 calendar days shall be considered permanent stockpiles for purposes of erosion and sediment control.

G. All permanent stockpiles shall be seeded with soil stabilization seed and protected by permanent 2-foot-minimum ditches, completely surrounding stockpiles and located within 10 feet of the toes of stockpile slopes.

H. The Contractor shall maintain all elements of the soil erosion and sediment control systems and facilities to be constructed during this Project for the duration of activity on the Project. Formal inspections made jointly by the Contractor and the Engineer shall be conducted every 2 weeks to evaluate the Contractor's conformance. These inspections shall be in addition to the daily inspections performed by the Contractor and the weekly inspections performed by the Engineer.

I. All silt traps shall be cleaned of collected sediment after every storm or as determined from weekly inspections. Cleaning shall be done in a manner that will not direct the sediment into the storm drain piping system. Removed sediment shall be taken to an area selected by the Engineer where it can be cleaned of sticks and debris, then allowed to dry. Final sediment and debris disposal shall be on-site, as directed by the Engineer.

J. Replacement or repair of failed or overloaded silt fences, check dams, or other temporary erosion control devices shall be accomplished by the Contractor within 2 days after receiving written notice from the Engineer.

K. Unpaved earth drainage ditches shall be re-graded as needed to maintain original grade and remove sediment buildup. If a ditch becomes difficult to maintain, the Contractor shall cooperate with the Engineer and install additional erosion control devices such as check dams, rolled erosion control product, or silt fences, as directed by the Engineer.

L. If the Contractor has not complied with any of the above maintenance efforts to the satisfaction of the Engineer within 2 working days after receiving written notification, the Owner shall have sufficient cause to engage others to perform any needed maintenance or cleanup, including removal of accumulated sediment at constructed erosion control facilities, and deduct from the Contractor's monthly partial payment the costs for such efforts, plus a $500 administrative fee.

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. In addition, the Contractor shall provide the following specific information:
   1. Certificates of inspection of seed by State or Federal authorities and copies of delivery invoices or other proof of quantities of fertilizer.
   2. Manufacturer's certificate of compliance attesting that the geotextile meets the requirements of these Specifications.

PART 2 - PRODUCTS

2.01 PERMANENT SEED

A. Seed for those areas where topsoil is to be applied shall be 20 lbs per acre Creeping Red Fescue, 20 lbs per acre Chewings Fescue, 10 lbs per acre Red Clover, and 5 lbs per acre Perennial Ryegrass.

2.02 SOIL STABILIZATION AND TEMPORARY SEED

A. Summer seed mix shall be Annual or Perennial Ryegrass.

B. Winter seed mix shall be Certified Aroostook Winter Rye (cereal rye).

2.03 TOPSOIL

A. Topsoil shall be as specified under Section 32 91 19.13 – Topsoil.

2.04 FERTILIZER

A. Fertilizer shall be commercial, chemical type, uniform in composition, free-flowing, conforming to State and Federal laws, and suitable for application with equipment designed for that purpose.

B. State law prohibits the application of fertilizer between December 1 and April 1, and application within 20 feet of a surface water is restricted.

C. Fertilizers shall have a minimum percentage of plant food by weight for the following: Permanent fertilizer mix shall be 10 percent nitrogen, 10 percent phosphoric acid, and 10 percent potash.

D. Fertilizer with phosphate composition greater than 0.67 percent by weight may only be used if new lawn is being established or a soil test indicates that it is necessary. Projects located within watersheds with Enhanced Phosphorus Removal Standards may only use fertilizer with more than 0.67 phosphate with a valid soil test demonstrating need.

2.05 LIME

A. Ground dolomitic limestone not less than 85 percent total carbonates and magnesium, ground so that 50 percent passes through a 100-mesh sieve and 90 percent passes a 20-mes sieve. Coarser material will be acceptable provided the specified application rates are increased proportionately on the basis of quantities passing a 100-sieve.

B. Quantity of lime needed varies by soil pH. Apply in accordance with current edition of the New York State Standards and Specifications for Erosion and Sediment Control.

2.06 STRAW MULCH

A. Threshed straw of oats, wheat, barley, or rye, free from seed of noxious weeds, or clean salt hay applied at 2 tons per acre.

2.07 EROSION CONTROL BLANKETS

A. The erosion control blanket shall be a machine-produced mat of 70% agricultural straw and 30% coconut fiber matrix.

B. The blanket shall be of consistent thickness with the straw and coconut fiber evenly distributed over the entire area of the mat.

C. The blanket shall be covered on the top side with heavyweight photodegradable netting having ultraviolet additives to delay breakdown and an approximately 0.63-inch x 0.63-inch mesh.

D. The bottom side shall be covered with a lightweight photodegradable polypropylene netting having an approximate 1/2-inch x 1/2-inch mesh. The blanket shall be sewn together on 1.5-inch centers with degradable thread.

E. The erosion control blankets shall be SC150 as manufactured by North American Green, or equivalent.

F. Material content:
1. Matrix: 70% Straw Fiber (0.35 lbs/sy).
2. 30% Coconut Fiber (0.15 lb/sy)
3. Netting Top: Heavyweight photodegradable with UV additives (3.0 lbs/1,000 sf).
4. Bottom: Lightweight photodegradable (1.50 lbs/1,000 sf).
5. Thread: Degradable.

G. The functional longevity of the erosion control blanket shall be approximately 24 months.

H. The blankets shall be manufactured with a colored line or thread stitched along both outer edges (approximately 2 – 5 inches from the edge) to ensure proper material overlapping.

I. All erosion control blankets shall be properly stored by the Contractor at the site per manufacturer's recommendations.

J. Blankets damaged during storage shall be replaced at the Contractor's expense.

PART 3 - EXECUTION

3.01 GENERAL

A. Install erosion and sediment control measures and maintain in accordance with the Drawings, General Permit, and the SWPPP.

B. Provide and maintain Temporary Seeding at all times.

3.02 SEEDING

A. General:
1. The Contractor shall give at least 3 days' notice to the Engineer prior to seeding to allow the Owner to inspect the prepared areas. The Contractor shall rework all areas not approved for seeding to the Owner's satisfaction.
2. The Contractor shall keep the Engineer advised of schedule of operations.
3. Seed shall be clean, delivered in original, unopened packages and bearing an analysis of the contents, guaranteed 95 percent pure with minimum germination rate of 85 percent.

B. Schedules:
   1. Seeding shall be performed in accordance with the following schedule:
      a. Summer Seeding: From March 15 to June 15, and September 1 to October 15.
      b. Winter Seeding: All other times of year, except when weather conditions prohibit further construction operations as determined by the Engineer.

C. Soil Stabilization and Temporary Seeding:
   1. Soil stabilization seeding shall consist of the application of the following materials in quantities as further described herein for stockpiles and disturbed areas left inactive for more than 14 days:
      a. Lime.
      b. Fertilizer.
      c. Temporary seed mix at 30 pounds per acre for summer seed mix or 100 pounds per acre for winter seed mix.
      d. Mulch.
      e. Maintenance.
   2. Hydroseeding will be permitted as an alternative method of applying seed and associated soil conditioning agents described above. Submit hydroseeding application plan and methods prior to commencing work.
   3. Temporary Seeding shall be placed and maintained over all disturbed areas prior to Permanent Seeding. Maintain Temporary Seeding until such time as areas are approved for Permanent Seeding. As a minimum, maintenance shall include:
      a. Repair and re-seeding bare areas or re-disturbed areas.
      b. Mowing for stands of grass or weeds exceeding 6 inches in height.

D. Topsoil and Permanent Seeding:
   1. Topsoil and Permanent Seeding shall consist of the application of the following materials in quantities as further described herein:
      a. 4-inch depth of topsoil.
      b. Lime.
      c. Fertilizer.
      d. Permanent seed mix.
      e. Mulch.
   2. Topsoil shall be placed over all disturbed areas that are not surfaced with concrete, asphalt, or pavers.
   3. Preparation:
      a. After rough grading is completed and reviewed by the Engineer, Contractor shall spread topsoil as specified herein over all areas to received Permanent Seeding to a minimum compacted depth of 6 inches with surface elevations as shown. Loosen the finished surface to a depth of 2 inches and leave in smooth condition, free from depressions or humps, ready for seeding.

b. Finish Grading:
   1) Contractor shall rake the topsoiled area to a uniform grade such that all areas drain as indicated on the Contract Drawings.
   2) Contractor shall remove all trash and all stones exceeding 1-inch in diameter from area to a depth of 2 inches.

4. Permanent Seed:
   a. After soil has been scarified, apply seed and other products at the rate and proportion specified below:
      1) Seed Mix: 55 pounds per acre.
      2) Fertilizer: In accordance with manufacturer's recommendations.
      3) Lime: Varies by soil pH. Apply in accordance with New York Standards and Specifications for Erosion and Sediment Control
      4) Water: as necessary.
5. Maintenance:
   a. Maintenance Period: Contractor shall begin maintenance immediately after each portion of permanent grass is planted and continue for 8 weeks after all planting is completed.
   b. Maintenance Operations: Contractor shall water to keep surface oil moist. Repair washed out areas by filling with topsoil, liming, fertilizing, and seeding. Replace mulch on banks when washed or blown away. Mow to 2 inches after grass reaches 3 inches in height, and mow frequently enough to keep grade from exceeding 3-1/2 inches. Weed by local spot application of selective herbicide only after first planting season when grass is established.
6. Guarantee:
   a. If, at the end of the 8-week maintenance period, a satisfactory stand of grass has not been produced, the Contractor shall renovate and re-seed the grass or unsatisfactory portions thereof immediately, or, if after October 15, during the next planting season. If a satisfactory stand of grass develops by July 1 or the following year, it will be accepted. If it is not accepted, a complete replanting will be required during the planting season meeting all of the requirements specified under paragraph Permanent Seed.
   b. A satisfactory stand of grass is defined as grass or section of grass that has a substantial establishment of new grass, strongly rooted, and uniformly green in appearance from a distance of 50 feet, with no noticeable thin or bare areas as determined by the Engineer.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUBMITTALS

A. Informational Submittals:
   1. Submit prior to application for payment:
      a. Record documents: as required in the General Conditions, and as specified herein.
      b. Approved shop drawings and samples: As required in the General Conditions.
      c. Special bonds, Special Guarantees, and Service Agreements.
      d. Consent of Surety to Final Payment: as required in the General Conditions.
      e. Releases or waivers of liens and claims: As required in the General Conditions.
      f. Releases from Agreements.
      g. Final Application for Payment: Submit in accordance with Section 01 29 00, Payment Procedures.
      h. Extra materials: as required by the individual specification sections.

1.02 RECORD DOCUMENTS

A. Quality assurance:
   1. Furnish qualified and experienced person, whose duty and responsibility shall be to maintain record documents.
   2. Accuracy of Records:
      a. Coordinate changes within record documents, making legible and accurate entries on each sheet of drawings and other documents where such entry is required to show change.
      b. Purpose of Project Record documents is to document factual information regarding aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive Site measurement, investigation, and examination.
   3. Make entries within 24 hours after receipt of information that a change in the Work has occurred.
   4. Prior to submitting each request for progress payment, request Engineer's review and approval of current status of record documents. Failure to properly maintain, update, and submit record documents may result in a deferral by Engineer to recommend whole or any part of Contractor's application for Payment, either partial or final.

1.03 RELEASES FROM AGREEMENTS

A. Furnish Owner written releases from property owners or public agencies where side agreements or special easements have been made, or where Contractor's operations have not been kept within the Owner's construction right-of-way.

B. In the event the Contractor is unable to secure written releases:
   1. Inform the Owner of the reasons.
   2. Owner or its representatives will examine the Site, and Owner will direct Contractor to complete the Work that may be necessary to satisfy terms of side agreement or special easement.
   3. Should the Contractor refuse to perform this Work, the Owner reserves the right to complete the Work under separate contract and deduct cost of same from the Contract Price, or require the Contractor to furnish a satisfactory bond in a sum to cover legal Claims for damages.
   4. When Owner is satisfied that the Work has been completed in accordance with the Contract Documents and terms of side agreement or special easement, right is reserved to waive requirement for written release if:
      a. Contractor's failure to obtain such statement is due to grantor's refusal to sign and this refusal is not based on any legitimate claim that the Contractor has failed to fulfill terms of the side agreement or special easement, or
      b. The Contractor is unable to contact or has had undue hardship in contacting the Grantor.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 MAINTENANCE OF RECORD DOCUMENTS

A. General:
   1. Revise approved shop drawings to reflect as-built conditions, including control logic, interlocks, fail-safes, etc.
   2. Record information concurrently with construction progress and within 24 hours after receipt of information that a change has occurred. Do not cover or conceal Work until required information is recorded.

B. Preservation:
   1. Maintain documents in a clean, dry, legible condition and in good order. Do no use record documents for construction purposes.
   2. Make documents and Samples available at all times for inspection and review by the Engineer.

C. Making Entries on Drawings:
   1. Date entries.
   2. Call attention to entry by revision "cloud" drawn around area or areas affected.
   3. Legibly mark to record actual changes made during construction, including, but not limited to:
      a. Depths of various elements of foundation in relation to finished first floor data if not shown or where depth differs from that shown.
      b. Horizontal and vertical locations of existing and new underground facilities and appurtenances, and other underground structures, equipment, or Work. Reference to at least two measurements to permanent surface improvements.
      c. Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.
      d. Changes made by addendum, field order, work change directive, change order, and Engineer's written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.
   4. Dimensions on Schematic Layouts: Show on record drawings by dimension, the centerline of each run of items such as are described in previous subparagraphs above.
      a. Clearly identify the item by accurate note such as "cast iron drain", "galvanized water", etc.
      b. Show, by symbol or note, vertical location of item ("under slab", "in ceiling plenum", etc.).
      c. Make identification so descriptive that it may be related reliably to specifications.

3.02 FINAL CLEANING

A. At completion of the work or of a part thereof and immediately prior to Contractor's request for certificate of Substantial Completion, or if no certificate is issued, immediately prior to Contractor's notice of completion, clean entire Site or parts thereof, as applicable.

B. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the Owner.

C. Remove grease, dirt, dust paint or plaster spatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.

D. Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.

E. Broom clean exterior paved driveways and parking areas.

F. Rake clean all other surfaces.

G. Leave water courses, gutters, and ditches open and clean.

H. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

END OF SECTION

SECTION 02 40 00

DEMOLITION AND REMOVAL

PART 1 - GENERAL

1.01 DESCRIPTION

A. Under this Section, the Contractor shall furnish all labor, materials and equipment for Demolition and Removal, as shown on the Plans, as specified and/or directed.

1.02 REFERENCES

A. The publications listed below and their latest revisions form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only.
   1. American National Standards Institute, Inc. (ANSI) Publications:
      a. A10.4 - Safety Requirements for Personnel Hoists and Employee Elevators for Construction and Demolition Operations
      b. A10.6 - Demolition Operations – Safety Requirements
   2. National Fire Protection Association (NFPA) Publication:
      a. 241 - Safeguarding Construction, Alteration and Demolition Operations
   3. New York Code Rule and Regulations/Department of Labor:
      a. 12 NYCRR - Protection in Construction, Demolition and Part 23 Excavation Operations
   4. Occupational Safety and Health Administration (OSHA) Regulations:
      a. 29 CFR Part 1926 - Regulations for Construction

1.03 GENERAL REQUIREMENTS

A. Do not begin demolition until authorization is received from the Engineer. Remove rubbish and debris from the project site daily; do not allow accumulations inside or outside the building. Store materials that cannot be removed daily in areas specified by the Engineer. Demolish and remove materials containing asbestos in accordance with Section 02 82 00, "Removal and Disposal of Asbestos.

1.04 SUBMITTALS: Submit the following:

A. Statements:

1. Demolition Plan

Submit proposed demolition and removal procedures to the Engineer for approval before work is started. Include procedures for coordination with other work in progress, disconnection schedule of utility services, and a detailed description of methods and equipment to be used for each operation and of the sequence of operations.

1.05 REGULATORY AND SAFETY REQUIREMENTS

A. Comply with Federal, State, and local hauling and disposal regulations. In addition to the requirements of the "General Requirements", safety requirements shall conform with ANSI A10.4, ANSI A10.6, NFPA 241, 12 NYCRR Part 23 and OSHA 29 CFR Part 1926.

1.06 DUST AND DEBRIS CONTROL

A. Prevent the spread of dust and debris to occupied portions of the building and avoid the creation of a nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

1.07 PROTECTION

A. Traffic Control Signs: Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Notify the Engineer prior to beginning such work.

B. Existing Work: Protect existing work which is to remain in place, be reused, or remain the property of the Owner. Repair items which are to remain and which are damaged during performance of the work to their original condition, or replace with new. Do not overload pavements to remain. Provide new supports and reinforcement for existing construction weakened by demolition or removal work. Repairs, reinforcement, or structural replacement must have Engineer approval.

C. Facilities: Protect electrical and mechanical services and utilities. Where removal of existing utilities and pavement is specified or indicated, provide approved barricades, temporary covering of exposed areas, and temporary services or connections for electrical and mechanical utilities.

1.08 BURNING

A. Burning will not be permitted.

PART 2 - PRODUCTS

[NOT USED]

PART 3 - EXECUTION

3.01 EXISTING FACILITIES TO BE REMOVED

A. Structures: Remove indicated existing structures to grade. Remove interior walls to top of concrete slab on ground. Break up basement slabs and remove to permit drainage.

B. Utilities and Related Equipment: Remove existing utilities, as indicated and terminate in a manner conforming to the nationally recognized code covering the specific utility and approved by the Engineer. Remove meters and related equipment and deliver to a location in accordance with instructions of the Engineer. If utility lines are encountered that are not shown on drawings, contact the Engineer for further instructions.

C. Paving and Slabs: Remove sawcut concrete and asphaltic concrete paving and slabs as indicated. Provide neat sawcuts at limits of pavement removal as indicated.

D. Masonry: Sawcut and remove masonry so as to prevent damage to surfaces to remain and to facilitate the installation of new work. Where new masonry adjoins existing, the new work shall abut or tie into the existing construction as specified for the new work.

Concrete: Saw concrete along straight lines to a depth of not less than 2 inches. Make each cut in walls perpendicular to the face and in alignment with the cut in the opposite face. Break out the remainder of the concrete provided that the broken area is concealed in the finished work, and the remaining concrete is sound. At locations where the broken face cannot be concealed, grind smooth or saw cut entirely through the concrete.

E. Patching: Where removals leave holes and damaged surfaces exposed in the finished work, patch and repair these holes and damaged surfaces to match adjacent finished surfaces. Where new work is to be applied to existing surfaces, perform removals and patching in a manner to produce surfaces suitable for

receiving new work. Finished surfaces of patched area shall be flush with the adjacent existing surface and shall match the existing adjacent surface as closely as possible as to texture and finish. Patching shall be as specified and indicated, and shall include:

1. Holes and depressions left as a result of removals in existing masonry walls to remain shall be completely filled with an approved masonry patching material, applied in accordance with the manufacturer's printed instructions.

3.02 FILLING

A. Fill holes, open basements, and other hazardous openings in accordance with Section 31 23 23, "Fill," as indicated.

3.03 DISPOSITION OF MATERIAL

A. Title to Materials: Except where specified in other sections, all materials and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from Owner's property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Engineer of the Contractor's demolition and removal procedures, and authorization by the Engineer to begin demolition. The Owner will not be responsible for the condition or loss of, or damage to, such property after notice to proceed. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

B. Reuse of Materials and Equipment: Remove and store materials and equipment indicated on the Drawings to be reused or relocated to prevent damage, and reinstall as the work progresses.

3.04 CLEANUP

A. Debris and Rubbish: Remove and transport debris and rubbish in a manner that will prevent spillage on pavements, streets or adjacent areas. Limit to 3/8-cubic yard capacity buggies or other conveyances used on roofs and within the building to transport removed debris. Clean up spillage from pavements, streets and adjacent areas.

END OF SECTION

SECTION 02 82 00

REMOVAL AND DISPOSAL OF ASBESTOS

PART 1 - GENERAL

1.01 DESCRIPTION

A. This Section specifies the removal and disposal of asbestos-containing materials (ACM), and asbestos-contaminated materials to accommodate the planned demolition project for the Town of Rotterdam Babe Ruth Building located at 912 Poutre Avenue, Rotterdam, New York, 12306.

1.02 WORK INCLUDED

A. The Contractor shall furnish all labor, materials, supervision, construction tools, and equipment necessary to perform the following work:
   1. Provide continuous on-site supervision by personnel knowledgeable in all aspects of asbestos removal and disposal.
   2. Provide and maintain environmental protective measures, equipment, and procedures at the work site.
   3. Provide and maintain personnel protective measures, equipment, and procedures at the work site.
   4. Provide and maintain personnel and waste decontamination facilities as required. Coordinate location of these facilities with Owner's personnel or representative.
   5. Package, transport, and dispose of all asbestos in accordance with all applicable Federal, State and local regulations.
   6. Contractor and his employees and subcontractors shall cooperate with the Owner's site specific policies and procedures. Additionally, Contractor shall fully cooperate with designated representatives with regard to air monitoring and observation of procedures.
   7. Remove all ACM illustrated on Drawing AR100 of the contract documents. Removals include, but are not limited to 9"x 9" vinyl floor tile, cement board, roof cement and duct insulation adhesive.
   8. The pre-renovation asbestos survey for the site has been included in Attachment A of this section.
   9. Contractor must satisfy himself as to quantities and conditions, and base his bid accordingly. Coordination of all removals with other trades, if necessary, shall be the responsibility of the Contractor.

1.03 RELATED WORK

A. Coordinate all removals with Owner, Construction Manager, Engineer, and other trades as applicable.

PART 2 - SUBMITTALS

2.01 BIDDING

A. At the time of bidding, the Contractor shall provide evidence of the following:
1. Contractor's NYSDOL Asbestos License.
2. The Contractor shall submit a **notarized statement**, signed by an officer of the company, containing the following information:
3. A record of any citations, penalties, orders to comply, notices of deficiency, or notices of violations issued by Federal, State, or local regulatory agencies relating to asbestos abatement activity. Include projects, dates and resolutions.
4. Situations in which an asbestos related contract has been terminated including projects, dates and reasons for terminations.
5. A listing of any asbestos-related legal proceedings/claims in which the Contractor (or employees scheduled to participate in this project) have participated or are currently involved. Include descriptions of role, issue and resolution to date.

2.02 PRIOR TO CONSTRUCTION

A. Prior to commencement of work, the Contractor shall submit the following:
1. Abatement work plan, including the following:
   a. Phase, area, sequencing and timetable.
   b. Size, length and number of work shifts per day/per week.
   c. Mobilization Schedule.
   d. Use of applicable variances or approved specific variances obtained by the Contractor.
   e. Work plan shall additionally identify detailed aspects of how the Contractor will handle, containerize, transport, and dispose of materials.
2. Satisfactory proof that written notification has been provided to the EPA regional office with jurisdiction over the project area in accordance with Title 40 CFR Part 61 Sub-parts A & M, National Emission Standards for Hazardous Air Pollutants, U.S. EPA, and the New York State Department of Labor in accordance with Part 56, Title 12 of the New York Code of Rules and Regulations.
3. A written description and plan of an emergency alarm system which would alert workers in the work area to fire or other emergency situation.
4. Documentation certifying that all employees have received appropriate medical examinations and have successfully passed a fit test for the respirator to be worn. As a minimum, medical exams must be consistent with requirements in OSHA Regulation 1926.1101.
5. Provide copies of valid Asbestos Handling Certificates for all personnel demonstrating compliance with Code Rule Part 56, Title 12 of the New York State Department of Labor. Provide evidence of each employee's most recent

training in accordance with Federal regulations. All employees, including independent air sampling technician, must have completed initial or refresher training within one year of the dates of this work.

6. Written approval and/or permits, as necessary, from the local sanitary district office for the discharging of wastewater into the sanitary sewer system. Documentation must be submitted if permits are not required.
7. A written Hazard Communication Program that complies with the OSHA Regulation 29 CFR 1910.1200. Material Safety Data Sheets (OSHA Form 174 or equivalent) for all chemicals used during work performed under this Section.
8. A written description of plans for providing temporary power.
9. Manufacturers' certification that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to HEPA filtration requirements.
10. Manufacturers' certification for all materials used in the abatement project meet the requirements of these Specifications (as applicable).
11. A copy of the form(s) used by the Contractor for maintenance of waste shipment records in compliance with EPA NESHAPS regulations.

PART 3 - EXECUTION

3.01 REMOVAL OF ASBESTOS-CONTAINING MATERIALS

A. All asbestos abatement work to be conducted under this Contract shall be in compliance with but not limited to all Federal Regulations and Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (cited as 12 NYCRR Part 56), and Title 40 CFR Part 61 Sub-parts A & M, National Emission Standards for Hazardous Air Pollutants, and local laws and regulations.

B. No site specific removal variance has been obtained for this project. Contractor is responsible for obtaining any variance not issued to date that he feels may be applicable to the policies/procedures as set forth in Code Rule 12 NYCRR Part 56 to complete this work in an efficient and timely manner. Any variance obtained by the Contractor shall be reviewed and approved by the Owner/Engineer prior to use.

C. It is the responsibility of the Contractor to determine current waste handling, transportation and disposal regulations for the work site and for each waste disposal landfill. The Contractor must comply fully with these regulations, all appropriate U.S. Department of Transportation, EPA and Federal, State and local entities' regulations and all other current legal requirements.

3.02 AIR MONITORING REQUIREMENTS

A. The Owner shall contract the services of an Independent Air Monitoring firm to conduct all air monitoring as required by NYSDOL Industrial Code Rule (ICR) 56.

B. Air Monitoring Tests: The owner shall contract the services of an independent testing laboratory to perform air sample laboratory analysis. The laboratory shall use the methods described in standards referenced in ICR 56.

C. The Contractor shall be responsible to conduct all personal air sampling and analysis as required by the OSHA Construction Standard. All costs associated with these samples and analyses shall be assumed by the Contractor.

3.03 PROJECT MONITORING

A. The Owner reserves the right to hire an independent project monitor to advise the Owner in matters pertaining to the work performed in accordance with these and related specifications and requirements.

B. The project monitor is authorized by the Owner to have free access to all asbestos and related work areas, to assist in interpretation of procedures, and to advise on provisions of the Contract Documents pertaining to the control of asbestos and related work.

C. The project monitor may stop the Abatement Contractor's work if in the course of performing their monitoring duties, they observe an instance of non-conformance with the Contract Documents and/or a situation presenting a health hazard to workers or Owner's employees. Work shall not resume until corrective measures have been carried out.

D. Any stop work orders issued by the Owner or the project monitor pursuant to the above provisions will not be grounds for claims to be made by the Contractor for damages caused by the associated delay nor will it extend the Contract completion date.

E. The project monitor will act as the Owner's liaison in technical matters involving the work.

F. The project monitor's role in advising the Owner on environmental health matters does not relieve the Contractor's obligation to comply with all applicable health and safety regulations promulgated by the Federal, State, and local governments.

G. When visual inspections are required, the Contractor shall notify the Owner and the project monitor 24 hours, excluding weekends and holidays, in advance of the day and time when the Contractor will be ready for such inspections.

3.04 PROJECT CLOSEOUT

A. Prior to the final payment, and before the issuance of a final certificate for payment in accordance with the provisions of the Contract Documents, Contractor shall comply with the requirements set forth herein.

B. The work under this Section shall include but is not limited to the execution of the following principal items as they apply to Prime Contractors for Project Closeout:
   1. Submittal of all waste shipment record forms signed by the Contractor, transporter, and landfill operator for each shipment of asbestos waste.
   2. Assurance, satisfactory to the Owner, that unsettled claims will be settled and that work not actually be completed and accepted will be completed without any undue delay.
   3. Guarantees, Warrantees and Bonds required by the General Conditions and any other extended guaranties or warranties stated in the Specifications.
   4. Temporary facilities, services, surplus materials, rubbish and similar appurtenances have been removed and/or restored.

END OF SECTION

Attachment A

Pre-Renovation Asbestos Survey

Barton
&Loguidice

April 28, 2023

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

Re: Asbestos Investigation and Sampling Services
Babe Ruth Building Abatement and Demolition Planning
Town of Rotterdam
File: 904.057.001

Dear Ms. Collins:

This letter and attachments represent Barton & Loguidice, D.P.C.'s (B&L's) report for the above-referenced project.

Introduction

B&L was retained by the Town of Rotterdam to conduct an asbestos survey for the Babe Ruth Building, located at 912 Poutre Ave, Rotterdam, New York. The focus of the investigation was to identify and sample suspect asbestos-containing materials potentially impacted by the proposed demolition project. Prior to any demolition or renovation activities, all asbestos containing materials (ACMs) must be removed by a NYS licensed asbestos abatement contractor.

The survey was conducted by Sebastian Reeves representing B&L on April 21, 2023. Mr. Reeves is a New York State Department of Labor (DOL) certified asbestos. A copy of his inspector certifications and B&L's company license are provided in Appendix A.

Discussion and Results

Asbestos Sampling

Representative sampling was conducted throughout the accessible areas potentially impacted by the planned demolition, including the roof. Friable samples were collected in triplicate and submitted for analysis by polarized light microscopy (PLM) with dispersion staining. Friable samples were analyzed utilizing serial analysis. Non-friable organically bound (NOB) materials were analyzed in accordance with New York State Department of Health requirements. NOBs are first subjected to an ashing and acid washing procedure to properly break down the material. The sample is then analyzed by PLM for asbestos content. If asbestos is found, the analysis is complete. However, a negative result must be confirmed by using transmission electron microscopy (TEM). All samples were analyzed by AmeriSci of New York, Inc. located in New York, New York.

The survey included the collection of two triplicate sets of friable material samples, three duplicate sets of friable materials samples, two NOB triplicate sample sets and seven NOB duplicate sample sets. Laboratory reports, sample chain-of-custody forms, and laboratory certifications are included in Appendix B. Material sample results are summarized in the table below:

Babe Ruth Building – Town of Rotterdam – Asbestos Sample Results

Sample Number	Material Description	Estimated Quantity	Condition/ Friability	Lab Results (% Asbestos)	Material Location
R-1-1,2	Shingle Roof, gray	NA	Good/Non-Friable	NAD	Roof
JC-2-1,2,3	Wall and ceiling joint compound	NA	Fair/Friable	NAD	Upper floor walls and ceiling
FT-3-1,2	**9"x 9" Floor tile, gray with tan streaks**	**1,300 SF**	**Poor/Non-Friable**	**Chrysotile 7.6**	**Upper floor**
FTMAS-4-1,2	Floor tile mastic, black	NA	Poor/Non-Friable	NAD	Upper floor
WB-5-1,2,3	Gypsum wall board, white	NA	Fair/Friable	NAD	Upper floor walls and ceiling
ADHESIVE-6-1,2	Adhesive for wood wall panels, yellow	NA	Poor/Non-Friable	NAD	Upper floor walls
CT-7-1,2,3	Ceiling tile, 12"x 12" acoustic, white	NA	Poor/Friable	NAD	Upper floor ceiling
PAPER-8-1,2,3	Fiberglass insulation paper backing	NA	Poor/Friable	NAD	Upper floor ceiling insulation
CBOARD-9-1-2,3	**Cement board, gray**	**1,100 SF**	**Poor/Friable**	**Chrysotile 16.0**	**Lower floor storage area**
EPOXY-10-1,2	Epoxy coating on stairwell, brown	NA	Poor/Non-Friable	NAD	Main stairwell
KBOARD-11,1,2	Vinyl kick board for stairwell, black	NA	Poor/Non-Friable	NAD	Main stairwell
FB-12-1.2	Fire brick, tan	NA	Poor/Friable	NAD	Upper floor fireplace
FBGR-13-1.2	Fire brick grout, gray	NA	Poor/Friable	NAD	Upper floor fire place
COAT-14-1,2	Cementitious coating on exterior block	NA	Poor/Friable	NAD	Exterior envelope
RCEMENT-15-AAA	**Roof cement at chimney, black**	**2 SF**	**Poor/Non-Friable**	**ASSUMED**	**Top of chimney**
DUCT-16-AAA	**Duct adhesive beneath FG insulation, brown**	**600 SF**	**Poor/Non-Friable**	**ASSUMED**	**Lower floor storage area**

NAD: No Asbestos Detected
N/A: Not Applicable
Assumed – Assumed to be Asbestos due to sampling inaccessibility during the investigation

Of the materials sampled for asbestos, **four** were found to be asbestos-containing. The samples collected from the **9'x 9' floor tile** on the upper level and **cement board** ceiling panels from the lower level were found to contain asbestos. Additionally, the **roof cement** at the chimney and **duct adhesive** on the lower level HVAC ducts were presumed to contain asbestos.

In accordance with NYSDOL Industrial Code Rule 56, all material determined to be asbestos-containing must be removed by a licensed asbestos abatement contractor prior to demolition activities affecting them. This regulation also requires that a copy of this report be provided on site for all contractors to review during the work. A copy must also be sent to the local NYSDOL asbestos control bureau office, the government entity charged with issuing demolition permits or, if no such permit is required, to the town or city clerk where the building is located. Should unidentified materials be discovered during the demolition work, the owner and contractor will be liable to follow the procedures identified in ICR56.

If you have any questions, please call me at (518) 218-1801. It was a pleasure working with you on this project and I hope we can be of service in the future.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Sebastian L. Reeves
Senior Project Industrial Hygienist

John E. Rigge
Vice President

SLR/JER/

Attachments

Appendix A

NYSDOL Inspector Certification & Company License

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Barton & Loguidice, D.P.C.
443 Electronics Parkway, Liverpool, NY, 13088

License Number: 29267
License Class: RESTRICTED
Date of Issue: 02/03/2023
Expiration Date: 02/29/2024
Duly Authorized Representative: Scott D Nostrand

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

EXCELSIOR

NEW YORK STATE OF OPPORTUNITY. Department of Health

KATHY HOCHUL
Governor

MARY T. BASSETT, M.D., M.P.H.
Commissioner

KRISTIN M. PROUD
Acting Executive Deputy Commissioner

LAB ID: 11480

April 01, 2022

MR. PAUL J. MUCHA
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

Certificate Expiration Date:
April 01, 2023

Dear Mr. Mucha,

Enclosed are certificate(s) of approval issued to your environmental laboratory for the current permit year. The certificate(s) supersede(s) any previously issued one(s) and is(are) in effect through the expiration date listed. Please carefully examine the certificate(s) to insure that the categories, subcategories, analytes, and methods for which your laboratory is approved are correct. In addition, verify that your laboratory's name, address, lead technical director, and identification number are accurate.

Pursuant to NYCRR Subpart 55-2.2, original certificates must be posted conspicuously in the laboratory and copies shall be made available to any client of the laboratory upon request.

Pursuant to NYCRR Subpart 55-2.6, any misrepresentation of the fields of accreditation (category - method - analyte) for which your laboratory is approved may result in denial, suspension, or revocation of your certification. Any use of the Environmental Laboratory Approval Program (ELAP) or National Environmental Laboratory Accreditation Program (NELAP) name, reference to the laboratory's approval status, and/or using the NELAP logo in any catalogs, advertising, business solicitations, proposals, quotations, laboratory analytical reports, or other materials must include the laboratory's ELAP identification number and distinguish between testing for which the laboratory is approved and testing for which the laboratory is not approved.

If you have any questions, please contact us at the Environmental Laboratory Approval Program, Wadsworth Center, New York State Department of Health, Empire State Plaza, Albany NY, 12237; by phone at (518) 485-5570; by facsimile at (518) 485-5568; and by email at elap@health.ny.gov.

Sincerely,

Victoria Pretti

Victoria Pretti
Director and QA Officer
Environmental Laboratory Approval Program

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2023
Issued April 01, 2022

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. PAUL J. MUCHA
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

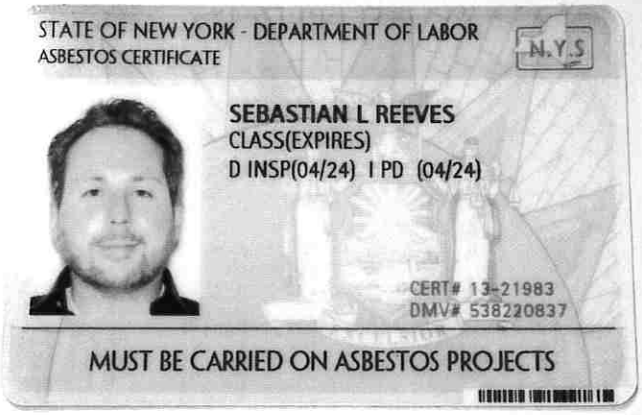
is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

Serial No.: 64683

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.


STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE
N.Y.S
SEBASTIAN L REEVES
CLASS(EXPIRES)
D INSP(04/24) I PD (04/24)
CERT# 13-21983
DMV# 538220837
MUST BE CARRIED ON ASBESTOS PROJECTS

Appendix B

Laboratory Reports, Laboratory Certifications, & Sample Chain-of-Custody Forms

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Barton & Loguidice, D.P.C.
Attn: John E. Rigge
443 Electronics Parkway

Liverpool, NY 13088

Date Received 04/25/23 **AmeriSci Job #** 223042983
Date Examined 04/26/23 **P.O. #**
ELAP # 11480 **Page** 1 **of** 6
RE: 904.057.001; Rotterdam Babe Ruth Building; Asbestos Investigation - Building: Babe Ruth Building

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
R-1-1 1 **Location:** Bulk Material	223042983-01	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.1%			
R-1-2 1 **Location:** Bulk Material	223042983-02	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 17.6%			
FT-3-1 3 **Location:** Bulk Material	223042983-03	***Yes***	7.6% (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile 7.6 % **Other Material:** Non-fibrous 30.5%			
FT-3-2 3 **Location:** Bulk Material	223042983-04		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
FTMAS-4-1 4 **Location:** Bulk Material	223042983-05	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3.5%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.057.001; Rotterdam Babe Ruth Building; Asbestos Investigation - Building: Babe Ruth Building

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FTMAS-4-2 4 **Location:** Bulk Material	223042983-06	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.5%			
ADHESIVE-6-1 6 **Location:** Bulk Material	223042983-07	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 21.7%			
ADHESIVE-6-2 6 **Location:** Bulk Material	223042983-08	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 19.2%			
EPOXY-10-1 10 **Location:** Bulk Material	223042983-09	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 46%			
EPOXY-10-2 10 **Location:** Bulk Material	223042983-10	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 44.3%			
KBOARD-11-1 11 **Location:** Bulk Material	223042983-11	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 15.9%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.057.001; Rotterdam Babe Ruth Building; Asbestos Investigation - Building: Babe Ruth Building

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
KBOARD-11-2 11 **Location:** Bulk Material	223042983-12	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 19.8%			
JC ST-2-1 2 **Location:** Bulk Material	223042983-13	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 04/26/23
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
JC ST-2-2 2 **Location:** Bulk Material	223042983-14	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 04/26/23
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
JC ST-2-3 2 **Location:** Bulk Material	223042983-15	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 04/26/23
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
WB-5-1 5 **Location:** Bulk Material	223042983-16	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 04/26/23
Analyst Description: Brown/Gray, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 10%, Non-fibrous 90%			
WB-5-2 5 **Location:** Bulk Material	223042983-17	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 04/26/23
Analyst Description: Brown/Gray, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 15%, Non-fibrous 85%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.057.001; Rotterdam Babe Ruth Building; Asbestos Investigation - Building: Babe Ruth Building

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WB-5-3 5 **Location:** Bulk Material	223042983-18	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 04/26/23
Analyst Description: Brown/Gray, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 15%, Non-fibrous 85%			
CT-7-1 7 **Location:** Bulk Material	223042983-19	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: White/Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 6.9%			
CT-7-2 7 **Location:** Bulk Material	223042983-20	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: White/Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8%			
CT-7-3 7 **Location:** Bulk Material	223042983-21	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: White/Brown, Homogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 0.7%			
PAPER-8-1 8 **Location:** Bulk Material	223042983-22	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Black/Brown, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 0.6%			
PAPER-8-2 8 **Location:** Bulk Material	223042983-23	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Black/Brown, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 1.6%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.057.001; Rotterdam Babe Ruth Building; Asbestos Investigation - Building: Babe Ruth Building

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
PAPER-8-3 8 **Location:** Bulk Material	223042983-24	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Black/Brown, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 0.7%			
CBOARD-9-1 9 **Location:** Bulk Material	223042983-25	***Yes***	16% (by NYS ELAP 198.1) by Bo Sun on 04/26/23
Analyst Description: Gray, Homogeneous, Fibrous, Cementitious, Bulk Material **Asbestos Types:** Chrysotile 16.0 % **Other Material:** Non-fibrous 84%			
CBOARD-9-2 9 **Location:** Bulk Material	223042983-26		NA/PS
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
FB-12-1 12 **Location:** Bulk Material	223042983-27	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 04/26/23
Analyst Description: Beige, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
FB-12-2 12 **Location:** Bulk Material	223042983-28	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 04/26/23
Analyst Description: Beige, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
FBGR-13-1 13 **Location:** Bulk Material	223042983-29	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 04/26/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			

See Reporting notes on last page

PLM Bulk Asbestos Report

904.057.001; Rotterdam Babe Ruth Building; Asbestos Investigation - Building: Babe Ruth Building

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FBGR-13-2 13 **Location:** Bulk Material	223042983-30	***No***	NAD (by NYS ELAP 198.1) by Bo Sun on 04/26/23
Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100%			
COAT-14-1 14 **Location:** Bulk Material	223042983-31	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Blue, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 61%			
COAT-14-2 14 **Location:** Bulk Material	223042983-32	***No***	NAD (by NYS ELAP 198.6) by Bo Sun on 04/26/23
Analyst Description: Blue, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 64.5%			

Reporting Notes:

Analyzed by: Bo Sun
Date: 4/26/2023

Reviewed by: Marik Peysakhov

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Motic, Model BA310 Pol Scope, Microscope, Serial #: 1190000538, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

_____END OF REPORT_____

Table I
Summary of Bulk Asbestos Analysis Results

904.057.001; Rotterdam Babe Ruth Building; Asbestos Investigation - Building: Babe Ruth Building

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	R-1-1	1	0.372	29.3	65.6	5.1	NAD	NAD
Location: Bulk Material								
02	R-1-2	1	0.325	29.0	53.4	17.6	NAD	NAD
Location: Bulk Material								
03	FT-3-1	3	0.284	22.8	39.2	30.5	Chrysotile 7.6	NA
Location: Bulk Material								
04	FT-3-2	3	0.180	24.3	45.4	30.3	NA/PS	NA
Location: Bulk Material								
05	FTMAS-4-1	4	0.142	90.7	5.7	3.5	NAD	NAD
Location: Bulk Material								
06	FTMAS-4-2	4	0.190	87.7	7.8	4.5	NAD	NAD
Location: Bulk Material								
07	ADHESIVE-6-1	6	0.267	65.4	12.9	21.7	NAD	NAD
Location: Bulk Material								
08	ADHESIVE-6-2	6	0.147	68.6	12.3	19.2	NAD	NAD
Location: Bulk Material								
09	EPOXY-10-1	10	0.277	36.2	17.8	46.0	NAD	NAD
Location: Bulk Material								
10	EPOXY-10-2	10	0.189	38.7	17.0	44.3	NAD	NAD
Location: Bulk Material								
11	KBOARD-11-1	11	0.228	56.7	27.4	15.9	NAD	NAD
Location: Bulk Material								
12	KBOARD-11-2	11	0.196	57.2	23.0	19.8	NAD	NAD
Location: Bulk Material								
13	JC ST-2-1	2	----	----	----	----	NAD	NA
Location: Bulk Material								
14	JC ST-2-2	2	----	----	----	----	NAD	NA
Location: Bulk Material								
15	JC ST-2-3	2	----	----	----	----	NAD	NA
Location: Bulk Material								
16	WB-5-1	5	----	----	----	----	NAD	NA
Location: Bulk Material								

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September 27, 2023

Table I
Summary of Bulk Asbestos Analysis Results

904.057.001; Rotterdam Babe Ruth Building; Asbestos Investigation - Building: Babe Ruth Building

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	WB-5-2	5	----	----	----	----	NAD	NA
Location: Bulk Material								
18	WB-5-3	5	----	----	----	----	NAD	NA
Location: Bulk Material								
19	CT-7-1	7	0.196	81.3	11.7	6.9	NAD	NAD
Location: Bulk Material								
20	CT-7-2	7	0.176	78.8	13.3	8.0	NAD	NAD
Location: Bulk Material								
21	CT-7-3	7	0.147	97.0	2.3	0.7	NAD	NAD
Location: Bulk Material								
22	PAPER-8-1	8	0.181	95.5	4.0	0.6	NAD	NAD
Location: Bulk Material								
23	PAPER-8-2	8	0.133	92.6	5.8	1.6	NAD	NAD
Location: Bulk Material								
24	PAPER-8-3	8	0.192	88.6	10.7	0.7	NAD	NAD
Location: Bulk Material								
25	CBOARD-9-1	9	----	----	----	----	Chrysotile 16.0	NA
Location: Bulk Material								
26	CBOARD-9-2	9	----	----	----	----	NA/PS	NA
Location: Bulk Material								
27	FB-12-1	12	----	----	----	----	NAD	NA
Location: Bulk Material								
28	FB-12-2	12	----	----	----	----	NAD	NA
Location: Bulk Material								
29	FBGR-13-1	13	----	----	----	----	NAD	NA
Location: Bulk Material								
30	FBGR-13-2	13	----	----	----	----	NAD	NA
Location: Bulk Material								
31	COAT-14-1	14	0.153	3.1	36.0	61.0	NAD	NAD
Location: Bulk Material								
32	COAT-14-2	14	0.258	4.3	31.2	64.5	NAD	NAD
Location: Bulk Material								

See Reporting notes on last page

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September 27, 2023

Table I
Summary of Bulk Asbestos Analysis Results

904.057.001; Rotterdam Babe Ruth Building; Asbestos Investigation - Building: Babe Ruth Building

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM

Analyzed by: Marik Peysakhov
Date: 4/27/2023

Reviewed by: Marik Peysakhov

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

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September 27, 2023

223042983

Barton & Loguidice

Asbestos Bulk Sample Chain-of-Custody
10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Babe Ruth Building**
Asbestos Investigation
Building: Babe Ruth Building

Project No.: **904.057.001**
Date Sampled: **4/21/2023**
Sampled by: **SLR**

Sample Identification	Date Sampled	Sample Medium	Analysis Required	Method Reference
R-1-1	4/21/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
R-2-2	4/21/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
FT-3-1	4/21/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
FT-3-2	4/21/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
FTMAS-4-1	4/21/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
FTMAS-4-2	4/21/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
ADHESIVE-6-1	4/21/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
ADHESIVE-6-2	4/21/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
EPOXY-10-1	4/21/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
EPOXY-10-2	4/21/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
KBOARD-11-1	4/21/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
KBOARD-11-2	4/21/2023	BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM
		BULK (NOB)	% Asbestos	PLM grav. / TEM

Comments: **Advance to TEM if PLM result is 1% asbestos or less.**
Stop at first positive in each sample set.

Report Results to:

E-mail:	**John Rigge**	**TAT: 72RS**	jrigge@bartonandloguidice.com
	Sebastian Reeves		sreeves@bartonandloguidice.com
Written:	John Rigge		10 calendar days
Invoice:	John Rigge		10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		4/21/23
Received by Lab.:	Alexandra Vacchi	42523 1045
Received by Analyst:	Bo Sim	4.26.23 19:30

9 Ave 5/27/23 12:15

223042983

Barton & Loguidice

Asbestos Bulk Sample Chain-of-Custody
10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Babe Ruth Building** Project No.: **904.057.001**
Asbestos Investigation Date Sampled: **4/21/2023**
Building: Babe Ruth Building Sampled by: **SLR**

Sample Identification	Date Sampled	Sample Medium	Analysis Required	Method Reference
JC ST-2-1	4/21/2023	BULK	% Asbestos	PLM
JC ST-2-2	4/21/2023	BULK	% Asbestos	PLM
JC ST-2-3	4/21/2023	BULK	% Asbestos	PLM
WB-5-1	4/21/2023	BULK	% Asbestos	PLM
WB-5-2	4/21/2023	BULK	% Asbestos	PLM
WB-5-3	4/21/2023	BULK	% Asbestos	PLM
CT-7-1	4/21/2023	BULK	% Asbestos	PLM
CT-7-2	4/21/2023	BULK	% Asbestos	PLM
CT-7-3	4/21/2023	BULK	% Asbestos	PLM
PAPER-8-1	4/21/2023	BULK	% Asbestos	PLM
PAPER-8-2	4/21/2023	BULK	% Asbestos	PLM
PAPER-8-3	4/21/2023	BULK	% Asbestos	PLM
CBOARD-9-1	4/21/2023	BULK	% Asbestos	PLM
CBOARD-9-2	4/21/2023	BULK	% Asbestos	PLM

Comments: **Stop at first positive (> than 1% asbestos) in each triplicate sample series.**
Prices as per agreement.

Report Results to:

E-mail: **John Rigge** **TAT: 72RS** jrigge@bartonandloguidice.com
Sebastian Reeves sreeves@bartonandloguidice.com
Written: John Rigge 10 calendar days
Invoice: John Rigge 10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		4/21/23
Received by Lab.:	Alexandra Vacca	4-25-23 1045
Received by Analyst:	BOSM	4-26-23 19:30

4/27/23 12:15

223042983

Barton & Loguidice

Asbestos Bulk Sample Chain-of-Custody
10 Airline Drive, Suite 200
Albany, New York 12205
Phone (518) 218-1801 Fax (518) 218-1805

Project: **Rotterdam Babe Ruth Building** Project No.: **904.057.001**
Asbestos Investigation Date Sampled: **4/21/2023**
Building: Babe Ruth Building Sampled by: **SLR**

Sample Identification	Date Sampled	Sample Medium	Analysis Required	Method Reference
FB-12-1	4/21/2023	BULK	% Asbestos	PLM
FB-12-2	4/21/2023	BULK	% Asbestos	PLM
FBGR-13-1	4/21/2023	BULK	% Asbestos	PLM
RBGR-13-2	4/21/2023	BULK	% Asbestos	PLM
COAT-14-1	4/21/2023	BULK	% Asbestos	PLM
COAT-14-2	4/21/2023	BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM
		BULK	% Asbestos	PLM

Comments: **Stop at first positive (> than 1% asbestos) in each triplicate sample series.**
Prices as per agreement.

Report Results to:

E-mail: **John Rigge** **TAT: 72RS** jrigge@bartonandloguidice.com
Sebastian Reeves sreeves@bartonandloguidice.com
Written: John Rigge 10 calendar days
Invoice: John Rigge 10 calendar days

Chain-of-Custody:	Signature	Date
Relinquished by:		4/21/23
Received by Lab.:	Alexandra Vuic	4-25-23 1045
Received by Analyst:	Bo. Su	4-26-23 1930

5/22/23 12:15

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SECTION 02 83 00

HANDLING AND DISPOSAL OF LEAD

PART 1 - GENERAL

1.01 SUMMARY OF WORK

A. Demolition activities for the completion of work at the Babe Ruth Building located in the Town of Rotterdam, New York will disturb surfaces containing lead, creating the potential for lead exposure to workers. The contractor shall comply with the conditions specified herein. The Occupational Safety and Health Administration (OSHA) regulates occupational exposure to lead under 29 CFR 1926.62, the Lead in Construction Standard. Any contractor disturbing painted surfaces shall comply with all the requirements of 29 CFR 1926.62 and this specification. The intent is for the contractor to protect his workers from exposure to lead during demolition activities that disturb lead. Contractors must also comply with the provisions of the US EPA Lead Renovation, Repair, and Painting, as applicable.

B. The Contractor shall provide labor, materials, tools, equipment and services necessary to protect workers and building occupants from lead exposure.

C. New York State Department of Environmental Conservation (NYSDEC) requires that lead containing loose and peeling paint, be disposed of as either industrial or hazardous waste, based on results of a Toxicity Characteristic Leaching Procedure (TCLP) Test. Loose and peeling paint cannot be treated as construction and demolition debris.

D. Contractor shall assume that all paint requiring removal is a hazardous waste and base his bid accordingly. The contractor is responsible for all laboratory analyses and costs required for waste characterization and disposal.

E. Work disturbing LBP shall be completed ancillary to work performed by others and is to be coordinated with the Owner's representative.

F. Exact quantities of paint to be impacted shall be determined by the contractor at the time of bidding, as paint conditions are subject to change. Contractor must satisfy himself as to the quantity of waste requiring removal and disposal and base his bid accordingly.

G. All work shall be performed in accordance with this specification and federal and state regulations. Sweeping of debris will not be permitted. Debris must be picked up using a self-contained vacuum system designed to evacuate wet or dry materials in an enclosed, controlled environment.

H. Waste material shall be contained, transported and disposed of in accordance with federal, state, and local regulations.

1.02 APPLICABLE REGULATIONS

A. The Contractor shall conduct work in a manner to ensure compliance with all applicable codes, rules, and regulations including but not limited to;

Worker Protection / Building Occupant Protection
Occupational Safety and Health Administration
29 CFR 1926.59, Hazard Communication
29CFR 1910.134, Respiratory Protection Standard
29 CFR 1926.20, General Safety and Health Provisions
29CFR 1926.62, Lead Exposure in Construction
29CFR 1910.94 and 1926.57, Ventilation

Department of Housing and Urban Development
24 CFR Parts 35, 36, 37- HUD Lead-Based Paint Regulations
HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing

Ambient Air Quality
Environmental Protection Agency
40 CFR 50.6 National Primary and Secondary Ambient Air Quality Standards for Particulate Matter

Water Quality
40 CFR 122, Administered Permit Programs; The National Pollutant Discharge Elimination System

Waste Disposal
40 CFR 261, Identification and Listing of Hazardous Waste
40 CFR 262, Standards Applicable to Generators of Hazardous Waste
40 CFR 263, Standards Application to Transporters of Hazardous Waste
New York State Department of Environmental Conservation (NYSDEC), Title 6, Part 360-7, 364, and 370-374.

B. In addition to the requirements listed in this specification, the abatement contractor shall, at his own cost and expense, comply with all laws, ordinances, rules, and regulations of federal, state, regional and local authorities regarding handling and storing of lead waste material.

C. Contractor shall be familiar with the documents referenced below and conform to their guidelines and all other applicable guidelines and requirements of the project.
   1. U.S. Department of Labor, Occupational Safety and Health Administration
      PUB 3126 - Working with Lead in the Construction Industry
   2. U.S. Department of Housing and Urban Development- Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, June 1995.

D. The Contractor shall possess the following license and licensed personnel, as applicable, for work considered lead abatement according to 40 CFR 745.
   1. Environmental Protection Agency (EPA) Firm Certification to Conduct Lead-Based Paint Activities.
   2. Personnel possessing EPA Certifications in Lead-Based Paint Abatement Supervisor and Lead-Based Paint Abatement Worker, as applicable.

E. EPA Lead Renovation, Repair, and Painting - This regulation applies to child (less than 6 years of age) occupied facilities constructed before 1978. Affected painted surfaces must contain **1.0 mg/cm^2 or greater** lead content to be covered by this regulation. Additionally, disturbances of less than 6 sq. ft per room interior and 20 sq. ft. exterior are excluded.

1.03 LEAD HAZARD

A. Specific work practices may release lead in the form of dust, fumes or mists into the air or onto surrounding surfaces. Only the contractor can reduce the potential for exposure.

B. Lead is a toxic substance which may enter the body by breathing or swallowing lead dusts, fumes or mists. If food, cigarettes, or your hands have lead on them, lead may be ingested or inhaled. Once in the body, lead enters the bloodstream and may be carried to all parts of the body. The body can eliminate some of this lead, but if there is continued lead exposure, the body absorbs and stores more lead than it can eliminate. This stored lead may cause irreversible damage to cells, organs and whole body systems. After exposure stops, it takes months or even years for all lead to be removed from the body.

C. Exposure to lead may affect each person differently. Even before symptoms appear, lead may cause unseen injury to the body. During early stages of lead poisoning, mild symptoms may be overlooked as everyday medical complaints, including:

Loss of appetite	Joint and muscle aches
Trouble sleeping	Metallic taste
Irritability	Decreased sex drive
Fatigue	Lack of concentration
Headache	Moodiness

D. Brief intense exposure or prolonged overexposure may result in severe damage to your blood-forming, nervous, urinary and reproductive systems. Some noticeable medical problems include:

Stomach pains	Tremors
Weakness of Extremities	Convulsions or seizures
High blood pressure	Anemia
Nausea	Constipation or diarrhea

E. Contractor's supervisor should be cognizant of all these symptoms. If a worker develops such symptoms he shall not be allowed in the removal areas until a physician performs blood lead sampling and determines that the worker is not suffering from lead exposure.

1.04 GENERAL REQUIREMENTS

A. The following general requirements apply for the project and include, but are not necessarily limited to the following:

- Respiratory and Personnel Protection
- Medical Examinations
- One Temporary Shower/Washroom Facility with storage area for personnel belongings
- Provisions of hot and cold running water for shower
- Use of engineering controls as necessary
- Collection and disposal of all loose and peeling paint as hazardous waste

PART 2 - SUBMITTALS

2.01 PRECONSTRUCTION: Prior to the start of construction, the contractor shall submit the following should his work require the disturbance and/or abatement of identified LBP materials.

A. WORKPLAN: Contractor shall submit a work plan for the lead work commensurate with the requirements of the OSHA Construction Standard and EPA, if applicable. Work plan shall additionally identify detailed aspects of how the contractor will handle, containerize, transport, and dispose of materials.

B. EQUIPMENT: Submit manufacturer certifications and information for all equipment to be used on this project.

C. EMPLOYEES: Submit documentation that all employees performing abatement of lead materials have received appropriate medical examinations and have successfully passed a fit test for the respirator to be worn. Submit documentation that contractor and employees comply with Article 1.2, Item D. of this Section.

D. DISPOSAL: Submit documentation that all required permits, disposal site locations, and arrangements for transportation and disposal of lead-contaminated waste have been obtained. Submit a written description and blank log forms for contractor's waste manifest system. Submit the name and credentials for the independent laboratory performing TCLP testing on waste generated.

E. SIGNAGE: Submit samples of signs to be used at building entrances to comply with specifications and applicable regulations.

PART 3 - EXECUTION

3.01 BUILDING ISOLATION AND SIGNAGE

A. Only the Contractor, Owner's Representative and maintenance staff will be allowed in the areas where lead removal is occurring. Anyone entering the work area will don appropriate respiratory protection and disposable coveralls.

B. Warning signs shall comply with 29 CFR 1926.62 and applicable regulations.

3.02 REMOVAL OF LEAD

A. Contractor will be required to remove all loose and peeling paint from surfaces impacted by the demolition/renovation activities that have been identified as LBP. The contractor shall investigate conditions and satisfy himself as to the extent of work required prior to bidding.

B. Contractor shall ensure that the paint that remains on the affected component shall be sufficiently adhered to the substrate.

3.03 HANDLING AND DISPOSAL OF LEAD

A. Hazardous Waste
   1. Contractor shall follow all Federal and State regulations for waste handling, containerizing, transporting, and disposing of hazardous waste.
   2. Contractor shall remove paint waste from the building following specification requirements. Waste shall be deposited directly into waste receptacles that will be used to transport the waste.

3. Contractor is responsible for providing all waste receptacles required for disposal. All waste temporarily stored on site shall be secured to prevent against unauthorized entry and vandalism. Contractor is responsible for all TCLP testing to properly classify the waste.
4. The Contractor shall establish a manifest system that meets Federal and State Regulations and accounts for all waste at all times.
5. The transporter must possess an approved EPA identification number. The appropriate NYS Hazardous waste manifest must be completed by the contractor.
6. The Contractor shall provide the Owner with copies of the EPA ID number of the transporter, NYSDEC manifest form and written acknowledgement from the landfill that they are authorized by the EPA and the State where they are located, to accept and dispose of hazardous waste.
7. Final manifest and receipts must be provided to the Owner's representative within fourteen (14) days of the removal of waste from the site.

3.04 PROJECT CLOSEOUT

A. Prior to final payment, and before the issuance of a final certificate for payment in accordance with the provisions of the contract documents, Contractor shall comply with the following.
   1. Contractor shall provide Building Owner with a written statement that loose and peeling paint has been removed from the required areas.
   2. Provide copies of a physician's statement that workers pre-abatement and post-abatement medical tests have been performed. Also provide copies of *all* laboratory reports for air sampling and TCLP analyses.
   3. Final disposal receipts for all waste.
   4. Contractor shall have removed all equipment and materials applicable to the work from the site.

END OF SECTION

SECTION 31 05 13

SOILS FOR EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:
   1. General Fill.
   2. Topsoil

1.02 REFERENCE STANDARDS

A. The following is a list of standards that may be referenced in this section:
   1. ASTM International (ASTM):
      a. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort.
      b. D2487, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
      c. D4318, Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
      d. D4972, Standard Test Method for pH of Soils.
      e. D6913, Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis.
      f. D6938, Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods.
      g. D7928, Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Grained Soils Using the Sedimentation (Hydrometer) Analysis.
      h. F1647, Standard Test Methods for Organic Matter Content of Athletic Field Rootzone Mixes.

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. Action submittals:
   1. Submit gradations and sieve analyses, Atterberg limits, and Proctor densities to demonstrate conformance with these requirements.
   2. Submit name of imported materials source.
   3. Submit mineral analysis and nutrient content.

C. Informational submittals:
   1. Copies of agreements between Contractor and private landowner accepting spoil material.

1.04 QUALITY ASSURANCE

A. Furnish each General Fill and/or topsoil material from single source throughout work.

PART 2 - PRODUCTS

2.01 FILL AND BACKFILL MATERIALS

A. Material specifications included herein are designated as "fill" materials and apply to both fill and backfill unless otherwise specified.

B. General Fill:
   1. Excavated and reused material, graded.
   2. Free of lumps larger than 3 inches, rocks larger than 4 inches in any dimension, debris, roots wood, scrap material, vegetable matter, refuse, soft unsound particles, frozen deleterious, or other objectionable materials.
   3. Conforming to ASTM D2487 Group Symbol GW, GM, GC, SW, SM, or ML, or as otherwise approved by the Engineer.

C. Imported General Fill:
   1. Bank run gravel, conforming to NYSDOT 733-11.
   2. Percent passing by weight per sieve size:
      a. 4-inch: 100.
      b. No. 40: 0 to 70.
      c. No. 200: 0 to 15.

D. Borrow Material: When insufficient job-excavated material is available, off-site borrow material meeting the requirements of General Fill and Imported General Fill may be used.

2.02 TOPSOIL MATERIALS

A. Native topsoil:
   1. Excavated and reused material, graded.
   2. Free of roots, rocks larger than 2 inch, subsoil, debris, large weeds and foreign matter.
   3. Screening: Double screened.
   4. Conforming to ASTM D2487 Group Symbol OH or PT.
   5. Acidity range (pH) of 5.0 to 7.0.
   6. Containing minimum of 2 percent and maximum of 20 percent organic matter.

B. Imported topsoil:
   1. Imported borrow, from approved borrow site.
   2. Friable loam.

3. Reasonably free of roots, rocks larger than 2 inch, subsoil, debris, large weeds, and foreign matter.
4. Screening: Double screened.
5. Acidity range (pH) of 5.0 to 7.0.
6. Containing minimum of 2% and a maximum of 20% of organic material.
7. Conforming to ASTM D2487 Group Symbol OH or PT.

2.03 SOURCE QUALITY CONTROL

A. Furnish materials of each type from the same source throughout Work.

B. Testing and analysis of topsoil: Perform in accordance with ASTM D2487, ASTM F1647, and ASTM D4972.

C. When tests indicate materials do not meet specified requirements, change material and retest.

D. Furnish materials of each type from same source throughout work.

PART 3 - EXECUTION

3.01 EXCAVATION

A. Excavate subsoil and/or topsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.

B. All sod cut during excavation shall be removed and stored during construction so as to preserve the grass growth, and shall be replaced in position on completion of the Work.

C. Stockpile excavated material meeting requirements for General Fill materials and topsoil materials.

D. Remove excess excavated materials not intended for reuse from the Site.

E. All spoil materials shall be lawfully disposed off-site at appropriate locations selected and obtained by Contractor.

F. No environmentally sensitive areas shall be used for spoil areas.

G. A copy of the signed agreement between the property owner and Contractor granting permission to deposit spoil shall be submitted to Engineer prior to placement.

H. Remove excavated materials not meeting requirements for General Fill materials and topsoil materials from the Site.

3.02 HAULING MATERIAL

A. When it is necessary to haul material over the streets or pavements, Contractor shall provide suitable tight vehicles so as to prevent deposits on the streets or pavements.

B. In all cases where any materials are dropped from the vehicles, Contractor shall clean up the same at least daily or as often as directed and keep the crosswalks, streets and pavements clean and free from dirt, mud, stone and other hauled materials.

3.03 STOCKPILING

A. Stockpile materials on Site at locations designated and approved by Engineer and as otherwise required by Contract Documents.

B. Stockpile in sufficient quantities to meet Project schedule and requirements.

C. All excavation materials shall be stored in locations as to not endanger the Work, and so that easy access may be had at all times to all parts of the excavation.

D. Separate differing materials with dividers or stockpile apart to prevent mixing.

E. Stockpile topsoil 8 feet high, maximum.

F. Prevent intermixing of soil types or contamination.

G. Direct surface water away from stockpile sites to prevent erosion or deterioration of materials.

H. Stockpile unsuitable materials on impervious material and cover to prevent erosion and leaching, until disposed.

I. All excavated materials shall be kept clear of sidewalks, driveway entrances/exits, street crossings, and any other points that may inconvenience the public.

J. Special precautions must be taken to permit access at all times to fire hydrants, fire alarm boxes, police and fire department driveways, and other points of public convenience.

K. Where traffic is to be maintained, at least one-half of the street width must be kept open at all times.

L. Approved types of bridging across trenches shall be constructed and maintained where necessary.

M. Where conditions do not allow for storage of materials, materials excavated from the first 100 feet of any opening, or from such additional length as may be required, shall be removed from the street by Contractor as soon as excavated.

N. The material subsequently excavated shall be used to refill the trench where the utility has been built, provided it fulfills the requirements for fill materials.

O. If more material is excavated from any trench, excavation, or pit than can be refilled over the completed work or stored on the street, leaving space for traffic as herein provided, or within the limits of the right-of-way, the excess material shall be spoiled at locations selected and obtained by Contractor.

P. When the facility is complete, Contractor shall bring back adequate amounts of satisfactory excavated materials as may be required to properly refill the trenches, excavations, or pits.

Q. If directed by Engineer, Contractor shall refill such trenches, excavations, or pits with special backfill or other suitable materials, and excess excavated materials shall be disposed as spoil.

3.04 STOCKPILE CLEANUP

A. Remove stockpile, leave area in clean and neat condition. Grade Site surface to prevent free standing surface water.

B. When borrow area is indicated, leave area in clean and neat condition.

C. Grade Site surface to prevent free standing surface water.

END OF SECTION

SECTION 31 22 13

SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:
   1. Cutting, grading, filling, rough contouring, and compacting Site for structures, building pads, features, and roadways.

1.02 REFERENCES

A. The following is a list of standards which may be referenced in this section:
   1. ASTM International (ASTM):
      a. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort.
      b. D5519, Standard Test Methods for Particle Size Analysis of Natural and Man-Made Riprap Materials.
      c. D6913, Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis.
      d. D6938, Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods.
      e. D7928, Standard Test Method for Particle-Size Distribution (Gradation) of Fine-Graded Soils Using the Sedimentation (Hydrometer) Analysis.

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. Informational submittals:
   1. Submit field Proctor curves for each subgrade soil type to be prepared.

1.04 DEFINITIONS

A. Optimum moisture content: As defined in Section 31 23 23, Fill.

B. Prepared ground surface: Ground surface after completion of clearing and grubbing, scalping of sod, stripping of topsoil, excavation to grade and scarification and compaction of subgrade.

C. Relative compaction: As defined in Section 31 23 23, Fill.

D. Subgrade: Layer of existing soil after completion of clearing, grubbing, scalping of topsoil prior to placement of fill, roadway structures or base for floor slab.

E. Proof-rolling: Testing of subgrade by compactive effort to identify areas that will not support the future loading without excessive settlement.

1.05 SCHEDULING AND SEQUENCING

A. Complete applicable work specified in Section 02 40 00, Demolition and Removal prior to subgrade preparation.

B. Prepare subgrade when unfrozen and free of ice and snow.

1.06 QUALITY ASSURANCE

A. Notify the Engineer when subgrade is ready for compaction or proof-rolling or whenever compaction or proof-rolling is resumed after a period of extended inactivity.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

A. Verify survey bench mark and intended elevations for Work are as indicated.

B. Keep subgrade free of water, debris and foreign matter during compaction or proof-rolling.

C. Bring subgrade to proper grade and cross-section and uniformly compact surface.

D. Do not use sections of prepared ground as haul roads. Protect prepared subgrade from traffic.

E. Maintain prepared ground surface in finished condition until next course or lift is placed.

3.02 FIELD PROCTORS

A. Contractor shall collect representative samples of the subgrade soils to be prepared for improvement and send to an approved soils laboratory for determination maximum consolidation and optimum moisture in accordance with ASTM D1557.

B. The Contractor shall determine optimum moisture and maximum density for each soil type incorporated into the work and when the same subsoils are sourced from different suppliers.

3.03 PREPARATION

A. Comply with 16 NYCRR 753 and call Dig Safely New York not less than three working days before performing work.

B. Request underground utilities to be located and marked within and surrounding construction areas.

C. Identify required lines, levels, contours, and datum.

D. Protect utilities and/or site features indicated to remain from damage.

E. Protect plant life, lawns, and other features remaining as portion of final landscaping.

F. Protect bench marks from excavating equipment and vehicular traffic.

3.04 SUBSOIL EXCAVATION

A. Excavate subsoil from areas to be further excavated, or regraded.

B. Do not excavate wet subsoil or excavate and process wet material to obtain optimum moisture content.

C. When excavating through roots, perform work by hand and cut roots with sharp axe.

D. Stockpile subsoil in area designated on Site to depth not exceeding 8 feet and protect from erosion.

3.05 FILLING

A. Fill areas to contours and elevations with unfrozen materials.

B. Tolerances: Top surface of subgrade shall be filled to +/-0.10 foot from Plan elevation.

3.06 COMPACTION

A. Under Unpaved Areas:
   1. Three passes with three-wheeled power roller weighing approximately 10 tons.
   2. Compact upper 6 inches to minimum of 90 percent of the Modified Proctor.

B. Under Pavement Structure, Floor Slabs on Grades, or Granular Fill Under Structures: Compact the 6-inch to minimum 95 percent of the Modified Proctor.

3.07 MOISTURE CONDITIONING

A. Acceptable subgrade moisture range shall be between +3% and -2% of Optimum Moisture, as determined by the field Proctor.

B. Dry subgrade: Add water, then mix to make moisture content uniform throughout.

C. Wet subgrade: Aerate material by blading, disking, harrowing, or other methods to hasten the drying process.

3.08 FIELD QUALITY CONTROL

A. Proof-roll subgrade with equipment specified herein to detect soft or loose subgrade or unsuitable material.

B. Suitability determination:
   1. Test soft areas identified through proof-rolling for Optimum Moisture and density, per ASTM D6938.
   2. Demonstrate that material meets the definition of General Fill, per Section 31 05 13, Soils for Earthwork.
   3. Unsuitable subgrade:
      a. If moisture is within optimum tolerances established by the field Proctors and the material is still yielding under compactive effort, relative to adjacent subgrade, then the material will be deemed unsuitable.
      b. Notify the Engineer of unsuitable material prior to over-excavation.

C. Perform laboratory material tests according to ASTM D1557 and ASTM D422.

D. Perform in place compaction tests according to following:
   1. Density and moisture tests: ASTM D6938.

E. Minimum frequency of testing: Every 500 square feet of the prepared subgrade.

3.09 CORRECTIVE ACTION

A. Soft or loose subgrade:
   1. Over-excavate the unsuitable material to no deeper than 2 feet.
   2. Line over-excavation with soil stabilization fabric, backfill with Granular Fill, and compact to maximum density.
   3. Notify Engineer if unsuitable material extends to greater than 2 feet deep.

END OF SECTION

SECTION 31 23 23

FILL

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:
   1. Backfilling Site structures to subgrade elevations.
   2. Fill under paving.
   3. Fill for over-excavation.

B. Related Work specified elsewhere:
   1. Section 31 05 13, Soils for Earthwork.

1.02 REFERENCE STANDARDS

A. ASTM International (ASTM):
   1. D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft).
   2. D6938, Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.03 SUBMITTALS

A. Comply with Section 01 33 00, Submittal Procedures.

B. Material source: Submit name of imported fill materials suppliers.

1.04 DEFINITIONS

A. Optimum moisture: the moisture content in a cohesive soil that results in a maximum compacted density, in accordance with ASTM D1557.

B. Relative compaction:
   1. The reduction in volume of aggregates and aggregate mixes after vibratory compaction, expressed as a percent volume reduction from a loose, dumped state to a compacted state.
   2. Relative compaction is only measured on cohesionless soils.

PART 2 - PRODUCTS

2.01 FILL MATERIALS

A. General Fill: As specified in Section 31 05 13, Soils for Earthwork.

2.02 ACCESSORIES

A. Geotextile Fabric: Non-biodegradable, non-woven.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that sub-drainage, dampproofing, or waterproofing installation has been inspected.

B. Verify underground tanks are anchored to their own foundations to avoid flotation after backfilling.

C. Verify structural ability of unsupported walls to support loads imposed by fill.

3.02 PREPARATION

A. Compact subgrade to density requirements for subsequent backfill materials.

B. Unsuitable Materials:
   1. Cut out soft areas of subgrade not capable of compaction in place.
   2. Backfill with Granular Fill and compact to density equal to or greater than requirements for subsequent fill material.

C. Proof roll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.

3.03 BACKFILLING

A. Backfill areas to contours and elevations with unfrozen materials.

B. Systematically backfill to allow maximum time for natural settlement.

C. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.

D. Place material in continuous layers as follows if not specified elsewhere:
   1. General Fill: Maximum 8 inches compacted depth.

E. Compaction:
   1. Underneath Structures, Paving, Final Backfill for Trenches, and all Other Areas Not Specifically Identified: Compact to at least 95 percent of its maximum density, as determined by ASTM D1557.
   2. Underneath Sidewalks and Grassed Areas: Compact to at least 90 percent of its maximum density, as determined by ASTM D1557.

F. Employ placement method that does not disturb or damage other work.

G. Maintain optimum moisture content of backfill materials to attain required compaction density.

H. Remove surplus backfill materials from Site at no additional cost to Owner.

I. Leave fill material stockpile areas free of excess fill materials.

3.04 TOLERANCES

A. Top surface of backfilling under paved areas: Plus or minus 1 inch from required elevations.

B. Top Surface of general backfilling: Plus or minus 1 inch from required elevations.

3.05 FIELD QUALITY CONTROL

A. Perform laboratory material tests according to ASTM D1557.

B. Perform in place compaction tests according to following:
   1. Density tests: in accordance with ASTM D6938.
   2. Moisture Tests: in accordance with ASTM D6938.

C. When tests indicate Work does not meet specified requirements, remove Work, replace, and retest.

D. Frequency of Tests: once per lift.

E. Proof roll compacted fill surfaces under paving.

3.06 PROTECTION OF FINISHED WORK

A. Reshape and re-compact fills subjected to vehicular traffic.

END OF SECTION

SECTION 32 91 19.13

TOPSOIL

PART 1 - GENERAL

1.01 DESCRIPTION

A. Under this Section, the Contractor shall furnish all labor, materials and equipment for Topsoil as shown on the Plans, as specified, and/or directed.

1.02 SUBMITTALS

A. The Contractor shall provide a pH test and organic content test for the Engineer's review for each source of topsoil to be used.

1.03 QUALITY ASSURANCE

A. Topsoil will be visually inspected and material that does not comply with the Specification will be rejected.

PART 2 - PRODUCTS

2.01 MATERIAL

A. Topsoil
   1. Topsoil shall be removed from areas of the site where excavations are to be made or embankments placed. The soil so removed shall be transported and stored in piles at convenient locations designated or approved and shall be kept separate from all other classes of excavated material. Should the Contractor fail to keep separate from other material any soil removed, they shall procure and furnish at their own expense an equivalent quantity of satisfactory topsoil.
   2. The Contractor is required to process the topsoil. The material shall contain no admixture of refuse or any material toxic to plant growth and shall be free from subsoil, stones, clay lumps or similar objects larger than two inches in greatest dimension. Sod and herbaceous growth such as grass and weeds need not be removed, if well distributed throughout the material. Topsoil shall not be delivered or placed in a frozen or muddy condition.

3. Contractor to condition topsoil as necessary. Topsoil shall have an acidity range of pH 5.5 to 7.6 and shall contain 4 to 20% organic matter as determined by loss of ignition of moisture-free samples dried at 100 degrees C.
   a. Where topsoil pH is below 5.5, lime shall be added at a rate of 2-1/2 lbs. per cubic yard of topsoil until the pH is above 5.5.
   b. Where topsoil pH is above 7.6, aluminum sulfate shall be added at a rate of 2-1/2 lbs. per cubic yard of topsoil until the pH drops below 7.6.

B. Soil Amendments
   1. Lime: Natural dolomitic limestone containing not less than 85 percent of total carbonates with a minimum of 30 percent magnesium carbonates, ground so that not less than 90 percent passes a 10-mesh sieve and not less than 50 percent passes a 100-mesh sieve.
   2. Aluminum Sulfate: Commercial grade, in dry powder form.

PART 3 - EXECUTION

3.01 PLACEMENT

A. Topsoil shall include fine grading the surface of the ground upon which topsoil is to be placed and the furnishing and placing of topsoil in the areas to be seeded or planted.

B. Depth of topsoil shall be minimum 4 inches unless otherwise shown or directed.

C. After approval by the Engineer of the fine grading of the subgrade, the topsoil shall be spread and compacted with a light roller to the lines, grades and elevations shown on the drawings, or directed by the Engineer, without unsightly variations, ridges or other depressions which will hold water or prohibit future mowing activities. Any surface stones, litter or objectionable material shall be removed from the topsoil and the surface raked to true lines. Any uneven spots shall be leveled. The work shall not be performed during unsuitable weather.

D. All topsoil shall be uniformly tracked perpendicular to the contours prior to seeding.

END OF SECTION

SECTION 32 92 00

TURF AND GRASSES

PART 1 - GENERAL

1.01 SUMMARY

A. This Section specifies material and performance requirements for turf and grasses, as shown on the Plans and as otherwise called herein.

B. This Section includes the following:
   1. Site preparation.
   2. Imported topsoil.
   3. Seeding materials.
   4. Soil amendments.
   5. Erosion control blankets.

1.02 SUBMITTALS

A. Comply with Section 01 33 00, Submittals.

B. Seed:
   1. Grass seed:
      a. Certification of grass seed from seed vendor for the grass-seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed.
      b. Include the year of production and date of packaging.
   2. Naturalizing seed mix:
      a. Certification from seed vendor stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity.
      b. Include the year of production and date of packaging.

C. Hydro mulch material certification. Use phosphorus free fertilizer.

D. Topsoil: Topsoil test results.

E. Soil amendments:
   1. Product certification signed by manufacturers certifying that their products comply with specified requirements.
   2. Manufacturer's certified analysis for standard products.

F. Planting schedule indicating anticipated dates and locations for each type of seeding.

G. Product data in the form of manufacturer's technical data, specifications, and installation instructions for erosion control blankets and accessories.

1.03 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful grass establishment.

B. Soil Amendment: Prepare a soil amendment procedure that will adjust all of the topsoil to be used in construction lawns to a pH of 6.5 if the pH testing indicates a pH other than 6.5.

C. Grass Seed Analysis:
   1. Employ at no cost to the Owner a qualified independent testing agency to provide analysis of a sample grass seed taken after delivery to the site.
   2. The seed mixture shall be tested for seed species and proportions, purity, and germination percentages as indicated on the Schedules at the end of this Section.

D. Naturalizing Seed Mix, Steep Slope See Mix, and Wet Meadow Seed Mix Analysis:
   1. Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' "Rules for Testing Seeds" for purity and germination tolerances.
   2. The seed mixture shall be tested for seed species and varieties, proportions by weight as indicated Seed Mixtures Schedule at the end of this Section.

E. Conform to American Society of Testing and Materials (ASTM), Standard Specifications and Methods of Testing.

F. Erosion Control Blankets: Product data.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials:
   1. Deliver packaged materials in containers showing weight, analysis, and name of manufacturer.
   2. Protect materials from deterioration during delivery and while stored at site.

B. Seed: Deliver seed in original sealed, labeled, and undamaged containers.

C. Topsoil: Do not deliver to the site, stockpile or spread muddy or frozen topsoil.

1.05 COORDINATION AND SCHEDULING

A. Seeding Time: Sow grass seed between March 15th and May 15th or between August 15th and September 30th, except as otherwise accepted by the Engineer.

B. Weather limitations:
   1. Proceed with planting only when existing and forecast weather conditions are suitable for work.
   2. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped. When special conditions warrant a variance to the turf operations, proposed times shall be submitted to the Engineer for approval prior to implementation.
   3. Do not place topsoil on subgrade that is frozen, excessively wet, extremely dry or otherwise detrimental to seeding, planting or proper grading.

PART 2 - PRODUCTS

2.01 SEED

A. Seed: Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' "Rules for Testing Seeds" for purity and germination tolerances.
   1. Seed Mixes:
      a. Provide seed of species and varieties, proportions by weight, and minimum percentages of purity, and germination as indicated on Schedules at the end of this Section.
      b. The maximum percentage of weed seed shall not exceed 0.1% by weight.

2.02 TOPSOIL

A. Topsoil: ASTM D5268, pH range of 5.5 to 7.5, organic content between 5% and 10%, free of stones 1 inch or larger in any dimension, roots, plants, sods, clay lumps and other extraneous materials harmful to plant growth.

2.03 SOIL AMENDMENTS

A. Lime:
   1. ASTM C602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent, with a minimum 99 percent passing a No. 8 sieve and a minimum 75 percent passing a No. 60 sieve.
   2. Provide lime in the form of dolomitic limestone.

B. Water: Potable.

2.04 FERTILIZER

A. Commercial Fertilizer: Commercial-grade fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form and potassium in the following composition:
   1. Composition: 3 percent nitrogen, 1 percent phosphorous, and 2 percent potassium, by weight (3N-1P-2K) in amounts to achieve rate of 2-4 lb of nitrogen per 1000 sq. ft./year.
   2. Composition based on soil reports: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency to achieve rate of 2-4 lb of nitrogen per 1000 sq. ft./year.
   3. Use of fertilizers with more than 0% content of phosphorus is not allowed.

2.05 MULCHES

A. Organic Mulch: Organic mulch, free from deleterious materials, consisting of one of the following:
   1. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
   2. Fiber Mulch: Biodegradable dyed-wood cellulose-fiber mulch, nontoxic, free of plant growth- or germination-inhibitors, with maximum moisture content of 15% and a pH range of 4.5 to 6.5.

B. Asphalt Emulsion Tackifier: Asphalt emulsion, ASTM D977, Grade SS-1, nontoxic and free of plant growth- or germination-inhibitors.

C. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application, nontoxic and free of plant growth- or germination-inhibitors.

2.06 EROSION CONTROL BLANKETS

A. Blankets: Biodegradable twisted jute or coir-spun mesh, 0.92 lb per sq. yd minimum, with 50 to 65 percent of open area. Include manufacturer's recommended wire staples.

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. North American Green.
   2. East Coast Erosion Blankets.
   3. Propex Geosynthetics, BP Amoco Group.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine areas to receive grass seed for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

B. Protect adjacent and adjoining areas from hydroseed overspraying.

C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.03 LAWN PLANTING PREPARATION

A. Limit subsoil preparation to areas that will be planted in the immediate future.

B. Loosen subsoil to a minimum depth of 2 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter.

C. In areas of crushed stone backfill, excavate crushed stone to allow for spreading of topsoil. Provide topsoil layer of 12 inches minimum

D. Spread topsoil to minimum depth of 6 inches and as required to meet thickness, grades, and elevations shown, after light rolling and natural settlement. Do not spread if topsoil or subgrade is frozen.

E. Place approximately 1/2 the thickness of topsoil required. Work into top of loosened subgrade to create a transition layer and then place remainder of topsoil.

F. Preparation of Unchanged Grades: Where lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare soil as follows:
   1. Remove and dispose of existing grass, vegetation, and turf. Do not turn over into soil being prepared for lawns.
   2. Till surface soil to a depth of at least 6 inches. Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches of soil. Trim high areas and fill in depressions. Till soil to a homogenous mixture of fine texture.
   3. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.

4. Remove waste material, including grass, vegetation, and turf, and legally dispose of it off the Owner's property.

G. Grade lawn areas to a smooth, even surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Remove trash, debris, stones larger than 1-1/2 inches in any dimension, and other objects that may interfere with planting or maintenance operations.

H. Moisten prepared lawn areas before planting when soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

I. Restore prepared areas if eroded or otherwise disturbed after fine grading and before planting.

3.04 EROSION CONTROL BLANKETS

A. Install erosion control blankets on slopes with gradient 3:1 or steeper.

B. For permanent installation prepare soil before installing blankets, including any necessary application of lime, fertilizer, and seed.

C. Spread erosion control blankets over prepared soil starting from the top of slope. Anchor each blanket in 6 inches deep and 6 inches wide trench, with 12 inches of blanket extended beyond trench up-slope to be folded over the filled trench. Anchor blanket in trench with a row of stakes spaced 12 inches apart. Backfill trench and compact fill material. Apply seed to compacted soil. Fold blanket over compacted soil and secure it with a row of stakes spaced 12 inches apart.

D. Roll blankets down or horizontally across the slope. Fasten blankets to soil surface by placing stakes at locations indicated or recommended by manufacturer. Overlap parallel blankets 2 inches to 5 inches as recommended by manufacturer. Overlap consecutive blankets spliced down the slope 3 inches "shingle style", end over end. Stake through overlapped areas 12 inches apart across entire blanket width.

3.05 SEEDING NEW LAWNS

A. Sow seed with a spreader or a seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in 2 directions at right angles to each other.

B. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.

C. Sow seed at the following rates:
   1. Lawn Seed Mix Seeding Rate: 5 lb per 1000 sq. ft.
   2. Naturalizing Seed Mix Seeding Rate: 1/2 lb per 1,000 sq. ft. or 20 lb per acre.
   3. Steep Slope Seed Mix Seeding Rate: 1 lb per 1,000 sq. ft. or 60 lb per acre.
   4. Wet Meadow Seed Mix Seeding Rate: 1/2 lb per 1,000 sq. ft. or 20 lb per acre.

D. Rake seed lightly into top 1/8 inch of topsoil, roll lightly, and water with fine spray.

E. Protect seeded slopes exceeding 5:1 against erosion with erosion-control blankets, as specified in this section.

F. Protect seeded areas with slopes less than 1:6 against erosion by spreading straw mulch after completion of seeding operations. Spread uniformly at a minimum rate of 2 tons per acre to form a continuous blanket 1-1/2 inches loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.

G. Anchor straw mulch by spraying with asphalt-emulsion tackifier at the rate of 10 to 13 gal. per 1,000 sq. ft. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.

3.06 HYDROSEEDING NEW LAWNS (CONTRACTOR'S OPTION)

A. Hydroseeding:
   1. Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application.
   2. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application.
   3. Mix slurry with nonasphaltic tackifier.
   4. Apply slurry uniformly to all areas to be seeded in a 1-step process.
   5. Apply mulch at the minimum rate of 1,500 lb per acre dry weight but not less than the rate required to obtain specified seed-sowing rate.

3.07 RECONDITIONING LAWNS

A. Recondition existing lawn areas damaged by Contractor's operations, including storage of materials or equipment and movement of vehicles. Also recondition lawn areas where settlement or washouts occur or where minor regrading is required.

B. Remove sod and vegetation from diseased or unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.

C. Where substantial lawn remains, mow, de-thatch, core aerate, and rake. Remove weeds before seeding. Do not use herbicides.

D. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of it off the Owner's property.

E. Till stripped, bare, and compacted areas thoroughly to a depth of 6 inches.

F. Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches of soil. Provide new planting soil as required to fill low spots and meet new finish grades.

G. Apply seed and protect with straw mulch as required for new lawns.

H. Water newly planted areas and keep moist until new grass is established.

3.08 SATISFACTORY LAWN

A. Seeded lawns will be satisfactory provided requirements, including maintenance, have been met and a healthy, uniform, close stand of grass is established, free of weeds, bare spots exceeding 5 by 5 inches, and surface irregularities.

B. Replant lawns that do not meet requirements and continue maintenance until lawns are satisfactory.

C. Weed control in seed mix areas: spot spray with approved herbicides or hand pull. When there is a heavy infestation, trim plantings to a height of 8 inches. Do not trim later than mid-September.

3.09 MAINTENANCE

A. Begin maintenance of lawns immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
   1. Seeded Lawns: 60 days after date of Substantial Completion.
   2. When full maintenance period has not elapsed before end of planting season, or if lawn is not fully established at that time, continue maintenance during next planting season.

B. Maintain and establish lawns by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth lawn.
   1. Replant bare areas with same materials specified for lawns.
   2. Add new mulch in areas where mulch has been disturbed by wind or maintenance operations sufficiently to nullify its purpose. Anchor as required to prevent displacement.

C. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawns uniformly moist to a depth of 4 inches.
   1. Lay out temporary lawn-watering system and arrange watering schedule to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly seeded areas.
   2. Water lawn at the minimum rate of 1 inch per week.

D. Mowing:
   1. Mow lawns as soon as there is enough top growth to cut with mower set at specified height for principal species planted.
   2. Repeat mowing as required to maintain specified height without cutting more than 40 percent of the grass height.
   3. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings.
   4. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet.
   5. Schedule initial and subsequent mowings to maintain following grass height:
      a. Mow grass from 2-1/2 to 3 inches high.
      b. Mow seed mixes after plantings reach height of 18 inches.
      c. Use a mower or string trimmer to trim plants to a height of 8 inches.
      d. Do not mow later than mid-September.
   6. After seed mix areas are established, mow once per year in early spring.

E. Postfertilization: Apply fertilizer to lawn after first mowing and when grass is dry.
   1. Use fertilizer that will provide actual nitrogen of at least 1 lb per 1000 sq. ft. of lawn area.

3.10 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto surface of roads, walks, or other paved areas.

B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period until lawn is established.

3.11 TOPSOIL AMENDMENTS SCHEDULE

A. Lawns: Provide topsoil amendments in not less than the following quantities:
   1. Weight of lime per 1000 sq. ft.: 50 lb.
   2. Weight of commercial fertilizer per 1000 sq. ft.: 20 lb

3.12 SEED MIXTURES SCHEDULE

A. Grass Seed Mix A: Provide low maintenance "No Mow" certified grass-seed blend or mix of four types of low growing fescues, proportioned by weight, as follows:

Proportion	Name	Min. Pct. Germ.	Min. Pct. Germ.
40 %	Creeping Red Fescue (Festuca rubra)	80	95
30 %	Hard Fescue (Festuca ovina)	85	98
25%	Red Fescue chewings type (Festuca rubra var commutata)	85	98
5 %	Perennial Ryegrass (Lolium perenne)	90	98

B. Grass Seed Mix B: Provide certified grass-seed blend or mix, proportioned by weight, as follows:

Proportion	Name	Min. Pct. Germ.	Min. Pct. Pure Seed
60 %	Kentucky Bluegrass (Poa pratensis) varieties: North Star, Jefferson, Midnight, Rugby II, NuGlade (in equal parts)	80	95
10 %	Red Creeping Fescue (Festuca rubra spp rubra) varieties: Jasper II, Salsa, Shademaster (in equal parts)	85	98
10 %	Chewings Fescue (Festuca rubra spp commutata) varieties: Longfellow II, Intrigue, Ambassador, Shadow II (in equal parts)	85	98
10 %	Hard Fescue (Festuca ovina) varieties: Rescue II, Stonehedge, Oxford (in equal parts)	85	98
10 %	Perennial Ryegrass (Lolium perenne) varieties: Ascend, Wizard, Panther, Brightstar II	90	98

C. Naturalizing Seed Mix: Provide certified seed mix, ERNMX-153, as provided by Ernst Conservation Seeds, LLP, or approved equivalent.

D. Steep Slope Seed Mix: Provide certified seed mix, ERNMX-181, as provided by Ernst Conservation Seeds, LLP, or approved equivalent.

E. Wet Meadow Seed Mix: Provide certified seed mix, ERNMX-122, as provided by Ernst Conservation Seeds, LLP, or approved equivalent.

END OF SECTION

SECTION 32 92 19

SEEDING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Under this Section, the Contractor shall furnish all labor, materials and equipment for Seeding as shown on the Plans, as specified, and/or directed.

B. The Contractor shall seed new areas and disturbed areas where shown on the drawings, specified or directed by the Engineer. Contractor shall prepare the seed bed by scarifying or otherwise loosening topsoil to a depth of 2 inches, applying fertilizer, lime or aluminum sulfate, seed and mulch or rolled erosion control products at the rates specified.

C. Topsoil shall be applied to the locations identified in the Contract Drawings and prepared as outlined in Section 32 91 19.13.

1.02 SUBMITTALS

A. The Contractor shall submit to the Engineer for approval the method of seeding and the information outlined in Article 2.01.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Fertilizer:
   1. Commercial starter fertilizer (30-0-4) shall contain not less than thirty percent nitrogen, zero percent available phosphoric acid and four percent water soluble potash. The fertilizer shall be inorganic or a combination of inorganic and organic substances.
   2. If, as an alternative, the Contractor wishes to substitute another starter fertilizer, he may do so with the approval of the Engineer.
   3. Commercial fertilizer shall be delivered in original bags of the manufacturer, showing weight, analysis and the name of the manufacturer.
   4. If the commercial fertilizer is not used immediately after delivery, the Contractor shall store it in such a manner that its effectiveness will not be impaired.

B. Seed:

1. Grass seed shall be a mixture of the species and/or varieties specified, mixed in the proportions specified.
2. The seed shall be fresh, recleaned and of the latest crop year. It shall conform to Federal and State Standards. Each type of grass in the mixture shall meet or exceed the minimum percentage purity and germination listed for that type of grass.
3. The following seed mixture shall be used for ditches, slopes and all areas disturbed by construction.

Percentage by Weight	Species or Variety	Percent Germination
30	Kentucky 31 Tall Fescue	90%
30	Perennial Ryegrass	90%
20	New Zealand White Clover	90%
20	Creeping Red Fescue	90%

4. The balance of material in an acceptable seed mixture, other than specified pure live seed shall, for the most part consist of nonviable seed, chaff, hulls, live seeds of crop plants and harmless inert matter. The percentage of weed shall not exceed one percent by weight for the mixture.
5. All seed mixtures furnished under this Item shall be mixed by the vendor and shall be delivered in standard sized bags of the vendor, showing the weight, analysis and vendor's name.
6. All seed shall be properly stored by the Contractor at the site of the work and any seed damaged during storage shall be replaced.

C. Mulch:

1. Straw or hay mulch shall consist of oats, wheat, rye or other approved crops which are free of noxious weeds. Weight shall be calculated on the basis of the straw having not more than 15% of moisture content.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Time For Seeding

1. Grass seed shall be sown from March 15th to June 1st or from August 15th to October 1st, unless otherwise approved by the Engineer. All seeding shall be done in a dry or moderately dry soil and at times when the wind does not exceed a velocity of five miles per hour. The Contractor is required to water seeded areas as necessary to provide favorable growing conditions as necessary.

B. Preparation of Seed Bed

1. After the finished grading is completed and just before seeding, the areas to be seeded shall be loosened to a depth of two inches and free from depressions which will hold water. All sticks, stones, clods, roots or other objectionable material which might interfere with the formation of a fine seed bed shall be removed from the soil.
2. Commercial fertilizer shall be evenly applied at the rate of 300 pounds per acre.

C. Seeding

1. Grass seed mixture shall be sown at the rate of 200 pounds per acre.
2. The seed shall be sown by hand or by an approved machine, in such a manner that a uniform stand will result.
3. After sowing, seeded areas shall be rolled with a light lawn roller weighing not more than one hundred pounds per foot of width.

D. Mulching

1. Within three days after the seed is sown, the seeded areas shall be covered with a uniform blanket of straw mulch at the rate of 1,000 pounds per acre of seeded area or as required to provide 90% coverage (i.e., lightly cover 90% of the surface).

E. Hydroseeding

1. The Contractor may substitute a hydroseeding process for hand seeding and mulching as specified above.
2. Where hydroseeding is used, the Contractor shall mix water, seed fertilizer, mulch and mulch anchorage at the following rates and apply to the prepared seed bed by means of a hand-held hose. No truck mounted spraying equipment shall be driven over the areas to be seeded. Discharge shall be in an uphill direction only unless otherwise approved by the Engineer.

a.	Fertilizer	- 300 lbs. per acre
b.	Seed	- 250 lbs. per acre
c.	Mulch coverage	- Sufficient to equal 90% straw mulch
d.	Mulch Anchorage	- Per Manufacturer's instructions
	Chemical	750 lbs. wood fiber/acre
	Wood Cellulose	

3. Where the mulch anchorage is provided ready mixed with the mulch, no additional mulch anchorage will be required.
4. Mulch shall be a commercial cellulose hydromulch such as "Conwed 2000", "Turf Fiber", or equal. Soil seal or mulch anchorage used shall be approved by the Engineer. An asphalt emulsion shall not be used as mulch anchorage.

F. Maintenance and Protection

1. The Contractor shall maintain and protect all seeded areas until final acceptance of the Seeding portion of the Contract.
2. Final acceptance will not be made until an acceptable uniform stand of grass is obtained in all newly seeded areas except that the Engineer at his discretion may accept a portion or portions of the work at various times.
3. Upon final acceptance of a seeded area by the Engineer, the Owner will assume responsibility for maintenance and protection of that area.
4. Any portions of seeded areas which are unacceptable, and which fail to show a uniform stand of grass from any cause, shall be reseeded as before except the fertilizer shall be applied at one-half the original rate. The seeding shall be repeated until the seeded areas are satisfactorily covered with grass.

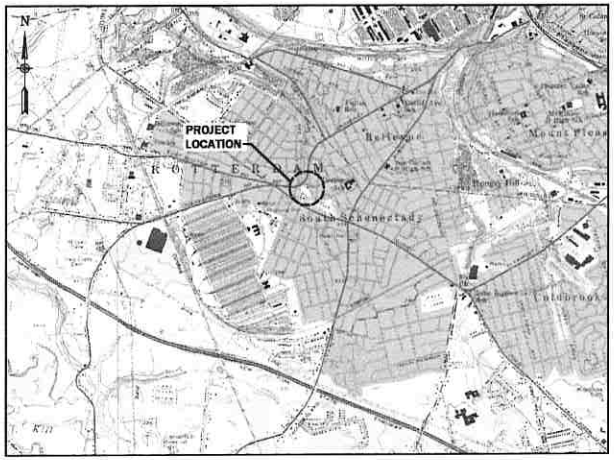
END OF SECTION

TOWN OF ROTTERDAM

BABE RUTH BUILDING
ASBESTOS ABATEMENT, DEMOLITION AND RESTORATION

CONTRACT NO. 1 - GENERAL CONSTRUCTION

TOWN OF ROTTERDAM
SCHENECTADY COUNTY, NEW YORK



PROJECT LOCATION MAP
NOT TO SCALE

SEPTEMBER 2023
CONTRACT DRAWINGS

PREPARED AND APPROVED BY

DONALD H. FLETCHER, P.E.
NEW YORK STATE
PROFESSIONAL ENGINEERS LICENSE NO. 075248
DATE SIGNED 09/13/23

Barton & Loguidice

Sheet Number: G001
Project Number: 904.057.002

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 §7209 SPECIAL PROVISIONS, FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, ENGINEER SURVEYOR TO ALTER IN ANY WAY A WRITTEN RECORD THE STAMP OF A LICENSED PROFESSIONAL ENGINEER. THE ALTERING PROFESSIONAL SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

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DRAWING INDEX

SHEET NO.	SHEET TITLE
G001	COVER SHEET
G002	NOTES AND LEGEND
AR100	BABE RUTH BUILDING ASBESTOS REMOVAL
C100	BABE RUTH BUILDING DEMOLITION PLAN
C101	BABE RUTH BUILDING GRADING PLAN
C501	EROSION AND SEDIMENT CONTROL PLAN AND DETAILS

ASBESTOS REMOVAL NOTES:

A. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETION OF ASBESTOS CONTAINING MATERIAL REMOVAL AND CLEANING AS DEFINED IN THE CONTRACT DOCUMENTS. CONTRACTOR SHALL MAKE ALL EFFORTS TO COOPERATE AND COORDINATE WORK WITH OWNER, OTHER CONTRACTORS, AND THEIR REPRESENTATIVES.

B. CONTRACTOR SHALL HOLD A CURRENT LICENSE IN THE STATE OF NEW YORK FOR ASBESTOS REMOVAL AND SHALL EMPLOY NYSDOL CERTIFIED EMPLOYEES.

C. ALL ASBESTOS MATERIAL REMOVAL AND DISPOSAL SHALL BE IN ACCORDANCE WITH THE PROCEDURES IDENTIFIED IN THE PROJECT MANUAL AND APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

D. CONTRACT DRAWINGS INDICATE THE EXTENT OF REMOVALS AND IMPACT AND ARE TO BE USED AS A GUIDELINE AT A MINIMUM. MATERIALS IDENTIFIED ON THESE DRAWINGS ARE TO BE REMOVED AND DISPOSED.

E. ALL PROPOSED DECONTAMINATION CHAMBER LOCATIONS AND POWER SOURCES, AND STAGING AREAS SHALL BE SUBMITTED BY THE CONTRACTOR AND APPROVED BY THE OWNER AND THEIR REPRESENTATIVE.

F. THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THEIR OWN WATER FOR ALL ASBESTOS ABATEMENT AND DEMOLITION WORK. THE CONTRACTOR SHALL NOT USE TOWN WATER (INCLUDING FIRE HYDRANTS).

LEGEND

- PROPERTY LINE
- EXISTING WATER LINE
- EXISTING OVERHEAD ELECTRIC
- EXISTING UTILITY POLE
- EXISTING ASPHALT AREA
- EXISTING CONCRETE AREA
- EXISTING STRUCTURE TO BE REMOVED IN ITS ENTIRETY

TOWN OF ROTTERDAM

BABE RUTH BUILDING

ASBESTOS ABATEMENT, DEMOLITION AND RESTORATION

NOTES AND LEGEND

TOWN OF ROTTERDAM SCHENECTADY COUNTY, NEW YORK

Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, NY 12205

REVISIONS			

Date: SEPTEMBER 2023

Scale: AS SHOWN

Sheet Number: G002

Project Number: 904.057.002

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 SECTION 7209 FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL ENGINEER IS ALTERED, THE ALTERING ENGINEER SHALL STAMP THE DOCUMENT AND AFFIX THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

Checked by: _____ Drawn by: WBE/JGS Designed by: SLH In charge of: DHF

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TOWN OF ROTTERDAM
SCHENECTADY COUNTY, NEW YORK

BABE RUTH BUILDING
ASBESTOS REMOVAL

TOWN OF ROTTERDAM
BABE RUTH BUILDING
ASBESTOS ABATEMENT, DEMOLITION AND RESTORATION

Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, NY 12205

REVISIONS	

Date	SEPTEMBER 2023
Scale	AS SHOWN
Sheet Number	AR100
Project Number	904.057.002

ASBESTOS-CONTAINING MATERIAL REMOVAL SCHEDULE

LEGEND	MATERIAL DESCRIPTION	APPROXIMATE QUANTITY
1	ACM CEMENT BOARD	1,000 SF
2	ACM DUCT ADHESIVE	600 SF
3	ACM FLOOR TILE AND MASTIC	1,300 SF
4	ACM FLOOR CEMENT	2 SF

ROOF PLAN
SCALE: 1" = 5'

UPPER LEVEL PLAN
SCALE: 1" = 5'

LOWER LEVEL PLAN
SCALE: 1" = 5'

TOWN OF ROTTERDAM
BABE RUTH BUILDING
ASBESTOS ABATEMENT, DEMOLITION AND RESTORATION
BABE RUTH BUILDING
DEMOLITION PLAN
SCHENECTADY COUNTY, NEW YORK
TOWN OF ROTTERDAM
REVISIONS
Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, NY 12205
Date SEPTEMBER 2023
Scale AS SHOWN
Sheet Number C100
Project Number 904.057.002
PHOTO #1 - EXISTING BUILDING
1. EXISTING STRUCTURE TO BE DEMOLISHED COMPLETELY
2. ALL HARD FOUNDATION AND SLAB MATERIALS SHALL BE BROKEN UP AND REMOVED AS STANDARD DEMOLITION WASTE.
3. PIPES SHALL BE REMOVED ON THE SITE OR FILLED WITH FLOWABLE FILL AND THEN THE REMAINING PIPES CAPPED AT THE STREET.
4. EXCAVATED AREA SHALL BE BACKFILLED WITH GENERAL FILL TOP SOILED, COMPACTED, SEEDED AND SODDED TO THE GRADES SHOWN ON CLD AND SHALL PROMOTE PROPER DRAINAGE.
ALL UTILITIES, INCLUDING BUT NOT LIMITED TO, TELEPHONE, WATER LINE, SEWER LINE, GAS LINE AND OVERHEAD ELECTRIC SHALL BE DISCONNECTED AND CAPPED AT THE STREET BY THE CONTRACTOR.
REMOVE PAVEMENT
REMOVE RETAINING WALL
REMOVE WALKWAY AND STEPS
REMOVE CONCRETE PAD
LIMIT OF FENCE LINE
EXISTING CONTOUR (TYP.)
PLUNKETT AVE
POWER AVE
TRUE NORTH
Checked by
Drawn by WBG/JSS
Designed by
In charge of
DHF

TOWN OF ROTTERDAM
BABE RUTH BUILDING
ASBESTOS ABATEMENT, DEMOLITION AND RESTORATION
GRADING PLAN
SCHENECTADY COUNTY, NEW YORK
Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, NY 12205
Date SEPTEMBER 2023
Scale AS SHOWN
Sheet Number C101
Project Number 904.057.002
PROPOSED CONTOUR (TYP.)
LIMIT OF GRADING AND TOPSOIL
EXISTING CONTOUR (TYP.)
PLUNKETT AVE
PONTIAC AVE
TRUE NORTH

EROSION AND SEDIMENT CONTROL NOTES:

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AND MAINTAINED IN CONFORMANCE WITH THE MOST CURRENT REVISION OF THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL (THE "BLUE BOOK"). IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE. THIS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. ANY PROPOSED CHANGES TO THE EROSION AND WATER POLLUTION CONTROL MEASURES SHALL BE APPROVED BY THE ENGINEER PRIOR TO BEING IMPLEMENTED.
3. NO MORE THAN FIVE (5) ACRES OF SOIL MAY BE DISTURBED AT ANY ONE TIME WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR THE LOCAL JURISDICTION IF WITHIN AN AREA UNDER THE JURISDICTION OF A REGULATED, TRADITIONAL LAND USE CONTROL MS4.
4. THE SYMBOLS SHOWN ON THE CONSTRUCTION PLAN SHEETS REPRESENT THE EROSION CONTROL ITEMS TO BE USED IN CONJUNCTION WITH THE PROPOSED WORK. THE INSTALLATION METHODS, INCLUDING APPLICABLE PLACEMENT INTERVALS, ARE AS SHOWN ON THE PLANS AND DETAILS IN THE CONTRACT DOCUMENTS.
5. THE CONTRACTOR IS ADVISED THAT THE LOCATIONS OF THE TEMPORARY DEVICES ARE APPROXIMATE. THE EXACT DEVICE LOCATIONS TO ACCOMMODATE THE PROPOSED WORK SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
6. THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION SECTION 401 BLANKET WATER QUALITY CERTIFICATION PERMIT AS APPLICABLE.
7. THROUGHOUT THE DURATION OF THE CONTRACT, IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL WATER COURSES FROM SEDIMENT OR POLLUTANTS ORIGINATING FROM ANY WORK BEING DONE ON OR IN SUPPORT OF THIS PROJECT.
8. THE POLLUTION CONTROL NOTES AND DETAILS SHOWN IN THESE DRAWINGS ARE NOT INTENDED TO BE ALL INCLUSIVE BUT TO SERVE AS A GUIDELINE FOR THE DEVELOPMENT OF THE CONTRACTOR'S REQUIRED EROSION CONTROL SCHEME.
9. CARE SHALL BE TAKEN TO RETAIN VEGETATION AND PREVENT DAMAGE TO TREES & ORNAMENTAL PLANT MATERIAL WITHIN AND OUTSIDE THE LIMITS OF CONSTRUCTION, AND NOT SCHEDULED FOR REMOVAL. ANY DAMAGE CAUSED TO THIS VEGETATION SHALL BE RESTORED AT THE EXPENSE OF THE CONTRACTOR AS DIRECTED BY THE ENGINEER.

TEMPORARY CONTROLS:

10. THE PROPOSED WORK WILL REQUIRE THAT THE TEMPORARY EROSION AND SEDIMENT CONTROLS BE PLACED OVER THE COURSE OF THE PROJECT AS WORK PROGRESSES. NO WORK SHALL BE PERFORMED WITHOUT THE APPROPRIATE CONTROLS ONSITE.
11. ALL EROSION AND SEDIMENT CONTROLS SHALL BE PLACED PRIOR TO STARTING EARTHWORK OPERATIONS AND SHALL REMAIN IN PLACE UNTIL THE NEW SLOPES ARE STABILIZED WITH SEEDING AND/OR SLOPE PROTECTION, AND A.O.B.E. STABILIZATION WILL BE CONSIDERED AS 80% COVER, PER SQUARE FOOT, ACROSS THE SITE.
12. SILT FENCE WILL NOT BE ALLOWED ON THIS PROJECT. COMPOST FILTER SOCKS WILL BE USED IN LIEU OF SILT FENCE. SEE DETAIL SHEET.
13. COMPOST FILTER SOCKS ARE USED TO CAPTURE SEDIMENT DEPOSITS THAT BREAK FREE FROM THE EROSION CONTROLS.
14. IMMEDIATELY UPON COMPLETION OF EXCAVATION OR EMBANKMENT, THE CONTRACTOR SHALL PLACE TEMPORARY COMPOST FILTER SOCKS IN ALL ROADWAY AND OUTLET DITCHES AS ORDERED BY ENGINEER OR AS SHOWN TO PREVENT SEDIMENTATION.
15. STREETS/DRIVEWAYS SHALL BE CLEANED DAILY IN A MANNER WHICH WILL MINIMIZE DUST.
16. THE CONTRACTOR SHALL FURNISH AND APPLY WATER FOR DUST CONTROL, AS NEEDED. NO SEPARATE PAYMENT FOR DUST CONTROL SHALL BE MADE.
17. CONTRACTOR SHALL PROTECT ALL STOCKPILED SOILS WITH APPROPRIATE EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE APPROVED SWPPP.
18. THERE ARE NO LOCATIONS WITHIN THE PROJECT LIMITS FOR THE DISPOSAL OF CONSTRUCTION DEBRIS OR SPOILS.

SEEDING AND STABILIZATION:

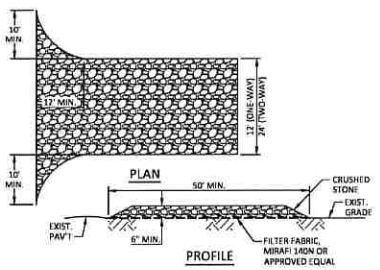
19. RESTORE ALL SURFACES TO AS GOOD AS OR BETTER CONDITION THAN BEFORE CONSTRUCTION AS SOON AS POSSIBLE FOLLOWING COMPLETION OF WORK IN ANY AREA.
20. UNDER NO CONDITION, SHALL ANY AREA OF UNPROTECTED ERODIBLE EARTH MATERIAL EXPOSED BY CLEARING AND GRUBBING, EXCAVATION, BORROW, OR FILL BE LEFT IN AN UNPROTECTED CONDITION. ANY PORTION OF AN AREA ON WHICH CLEARING AND GRUBBING, EXCAVATION, BORROW, OR FILL HAD PERMANENTLY CEASED SHALL BE STABILIZED, BY EITHER TEMPORARY OR PERMANENT MEANS. THE CONTRACTOR WILL ALSO BE AWARE OF IMPENDING WEATHER CONDITIONS AND THE NEED TO APPLY RECP MULCH ON AREAS THAT WORK IS PROGRESSING.
21. IN AREAS WHERE SOIL DISTURBANCE ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED, THE APPLICATION OF SOIL STABILIZATION MEASURES MUST BE INITIATED BY THE END OF THE NEXT BUSINESS DAY AND COMPLETED WITHIN FOURTEEN (14) DAYS FROM THE DATE THE CURRENT SOIL DISTURBANCE ACTIVITY CEASED.
22. MAINTENANCE OF TEMPORARY SEEDED AREAS SHALL INCLUDE RE-SEEDING AS NEEDED (OR A.O.B.E.) TO ESTABLISH A SATISFACTORY STAND OF TURF. THE COST OF RESEEDING SHALL BE AT THE CONTRACTORS EXPENSE. IT IS HIGHLY RECOMMENDED THAT THE SEEDING BE DONE PRIOR TO INSTALLING THE RECP.
23. ALL SLOPES SHALL BE BROUGHT TO FINISHED GRADE AND TRIMMED AS SOON AS POSSIBLE.
24. PERMANENT EROSION CONTROL MEASURES OF SEEDING AND MULCHING (SEED ONLY WITHIN SEEDING DATES) SHALL BE CARRIED OUT ONCE THE SLOPES HAVE REACHED FINAL GRADE. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AS SHOWN IN THE TEMPORARY SLOPE TREATMENT TABLE SHALL BE EMPLOYED AS INDICATED.
25. ALL DISTURBED AREAS WILL BE PERMANENTLY STABILIZED IN ACCORDANCE WITH THE PLANS AND DETAILS IN THE CONTRACT DOCUMENTS. FOR ALL UNPAVED DISTURBED AREAS SPECIFIED OR DIRECTED FOR TURF ESTABLISHMENT, PLACE 4 INCHES OF TOPSOIL AND SEED WITH AN APPROPRIATE PERENNIAL GRASS SEED MIX AND MULCH WITH STRAW. ALL SEED MUST BE PRE-APPROVED BY THE ENGINEER PRIOR TO SEEDING OPERATIONS. MULCH SHALL BE MAINTAINED UNTIL A SUITABLE COVER IS ESTABLISHED.
26. FINAL SITE STABILIZATION WILL BE DEFINED AS 80% VEGETATIVE COVER OVER THE ENTIRE SITE. FOLLOWING SITE STABILIZATION, ALL TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES WILL BE REMOVED SUBJECT TO THE APPROVAL OF THE ENGINEER.

INSPECTION AND MAINTENANCE:

27. THE CONTRACTOR SHALL INSPECT ALL EROSION AND SEDIMENT CONTROL MEASURES ON A WEEKLY BASIS OR AS ORDERED BY ENGINEER. REPAIRS SHALL BE MADE BY THE CONTRACTOR AS NEEDED WITHIN 3 CALENDAR DAYS, AND SEDIMENT SHALL BE REMOVED BY THE CONTRACTOR WHEN THE STORAGE VOLUME OF AN EROSION CONTROL MEASURE IS APPROACHING ONE-HALF OF ITS INTENDED CAPACITY OR AS ORDERED BY ENGINEER. FAILURE TO COMPLY WITH THIS PROVISION IS BASIS TO SHUT DOWN THE PROJECT, AT NO EXPENSE TO THE ENGINEER OR OWNER.

PROTECTION OF WATERS:

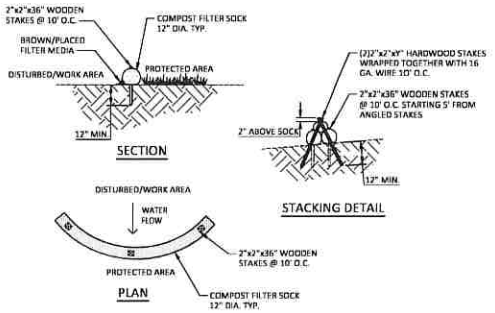
28. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO PREVENT CONTAMINATION OF ANY STREAMS, CHANNELS, OR WATERWAYS BY SILT, SEDIMENTS, FUEL SOLVENTS, LUBRICANTS, EPOXY COATINGS, DEBRIS, CONCRETE LEACHATE OR ANY OTHER POLLUTANT ASSOCIATED WITH CONSTRUCTION AND CONSTRUCTION PROCEDURES. DURING CONSTRUCTION, NO WET OR FRESH CONCRETE OR LEACHATE SHALL BE ALLOWED TO ESCAPE INTO THE WATERS OF THE UNITED STATES. EQUIPMENT, TOOLS, TRUCKS AND OTHER DEVICES USED IN THIS PROJECT SHALL BE CLEANED IN SUCH A MANNER AS TO PREVENT WASH WATER FROM ENTERING ANY WATER BODY OR WETLAND. WASHOUT BASINS MUST BE USED. PLATFORMS, NETS, SCREENS OR OTHER PROTECTIVE DEVICES SHALL BE USED TO CATCH THE MATERIAL. IF THE ENGINEER DETERMINES THAT ADEQUATE PROTECTIVE DEVICES ARE NOT BEING EMPLOYED, THE WORK SHALL BE SUSPENDED UNTIL ADEQUATE PROTECTION IS PROVIDED.
29. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO PREVENT THE ENTRANCE OF WET OR FRESH CONCRETE OR LEACHATE INTO THE WATERS OF NEW YORK STATE.
30. ANY DEBRIS OR EXCESS MATERIALS FROM CONSTRUCTION SHALL BE IMMEDIATELY AND COMPLETELY REMOVED FROM THE BED OF AND BANKS OF ALL WATER AREAS TO APPROPRIATE UPLAND AREAS FOR DISPOSAL.
31. ALL DREDGED AND EXCAVATED MATERIAL SHALL BE DISPOSED OF ON AN UPLAND SITE AND BE SUITABLY STABILIZED SO THAT IT CANNOT REASONABLY RE-ENTER ANY BODY OF WATER.
32. CONTRACTOR SHALL NOT DRIVE HEAVY EQUIPMENT, OR PERFORM ANY EXCAVATION OR WORK, IN WATER BODIES.
33. ANY MATERIAL ENTERING THE WATER, FOR ANY REASON WHATSOEVER, WHICH IS NOT PART OF THE INTENDED WORK, SHALL BE REMOVED AND DISPOSED OF PROPERLY.
34. IN THE EVENT A DEWATERING OPERATION BECOMES NECESSARY, A SETTLING BASIN OR DISCHARGE FILTER WILL BE REQUIRED UNLESS THE PUMP DISCHARGE IS AS CLEAN AND FREE OF SEDIMENT AS THE FLOWING STREAM TO WHICH IT IS DISCHARGED.
35. NO DISCHARGE OF TEMPORARY FILL MATERIAL INTO THE WATERWAY IS PERMITTED. SHOULD THE CONTRACTOR WISH TO CONSTRUCT A TEMPORARY ACCESS OR CAUSEWAY IN THE WATER TO FACILITATE REMOVALS OR NEW CONSTRUCTION, ADDITIONAL PERMITS FROM THE U.S. ARMY CORP OF ENGINEERS AND N.Y.S. DEPT. OF ENVIRONMENTAL CONSERVATION MAY BE REQUIRED. ALL EFFORTS SHALL BE COORDINATED THRU THE OWNER, ENGINEER, AND THE NYSDEC REGIONAL PERMIT ADMINISTRATOR. DELAYS OR EXTRA COSTS ASSOCIATED WITH SECURING APPROVALS, OR ADDITIONAL PERMITS, FOR THE PLACEMENT OF THE TEMPORARY FILLS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
36. U.S. ARMY CORPS OF ENGINEERS SECTION 404 OF THE CLEAN WATER ACT (33 U.S.C. 1344) PROHIBITS THE DISCHARGE OF DREDGED OR FILL MATERIALS INTO THE WATERS OF THE UNITED STATES WITHOUT A PERMIT FROM THE U.S. ARMY CORPS OF ENGINEERS.
37. SPILLAGE OF OIL AND HAZARDOUS SUBSTANCES IS ESPECIALLY PROHIBITED BY SECTION 311 OF THE CLEAN WATER ACT OF 1977. MEASURES INCLUDING PROPER MAINTENANCE OF CONSTRUCTION EQUIPMENT, DESIGNATING FUEL/HAZARDOUS SUBSTANCES, HANDLING AREAS TO ALLOW SPILLS TO BE CONTAINED BEFORE REACHING THE WATERWAY, INSTRUCTING PERSONNEL NOT TO DISPOSE OF OIL AND OTHER SUCH MATERIALS INTO DRAINS OR INTO THE WATERWAY DIRECTLY, AND OTHER NECESSARY PROCEDURES SHALL BE IMPLEMENTED PRIOR TO ANY CONSTRUCTION ACTIVITIES. IF, IN SPITE OF SUCH PLANNING, OIL/HAZARDOUS SUBSTANCES ARE SPILLED INTO A WATERCOURSE, IMMEDIATE NOTIFICATION SHALL BE GIVEN TO THE N.Y.S. DEPARTMENT OF ENVIRONMENTAL CONSERVATION AT TELEPHONE NUMBER (518) 457-7362 AND THE NATIONAL RESPONSE CENTER AT TELEPHONE NUMBER 1-800-424-8802. A CONTAINMENT BOOM AND A SUPPLY OF HAY, STRAW, OR OTHER ABSORBENT SHOULD BE RETAINED SO THAT IT MAY BE RAPIDLY DEPLOYED TO SOAK UP ANY POSSIBLE SPILLAGE. PENDING ENVIRONMENTAL CONSERVATION AND/OR COAST GUARD ARRIVAL ON THE SCENE, THE USE OF CHEMICAL DISPERSING AGENTS AND EMULSIFIERS IS NOT AUTHORIZED WITHOUT PRIOR, SPECIFIC, FEDERAL, STATE, OR LOCAL APPROVAL.



STABILIZED CONSTRUCTION ACCESS NOTES:

1. MODIFICATIONS MAY BE REQUIRED TO MEET FIELD CONDITIONS.
2. PROPOSED DRAINAGE PIPES SHALL BE SIZED WITH SUFFICIENT CAPACITY TO CARRY DITCH FLOWS.
3. ALTERNATIVE WAYS OF TRANSPORTING DITCH DRAINAGE ACROSS CONSTRUCTION ENTRANCES MAY BE PROPOSED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER.
4. ALL WORK TO CONSTRUCT THE STABILIZED ENTRANCE, INCLUDING GRADING, DRAINAGE PIPE, EXCAVATION, FILL, GEOTEXTILE, CRUSHED STONE, GRAVEL, CORRUGATED STEEL PANELS SHALL BE INCLUDED IN THE LUMP SUM BID.
5. GEOTEXTILE SHALL BE PLACED OVER THE ENTIRE AREA OF STABILIZED CONSTRUCTION ENTRANCE PRIOR TO PLACING STONE. STONE SHALL MEET THE REQUIREMENTS OF NYSDOT ITEM 623.12, CRUSHED NO. 3 STONE.
6. ALL SURFACE WATER SHALL BE DIVERTED AWAY FROM CONSTRUCTION ENTRANCE. A MOUNTABLE BERM WITH 5:1 SLOPE IS PERMITTED.
7. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT OF WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT OF WAY MUST BE REMOVED IMMEDIATELY.
8. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA WITH STONE AND WHICH DRAINS ONTO AN APPROVED SEDIMENT TRAPPING DEVICE (OR CORRUGATED STEEL PANELS).
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE DONE REGULARLY AND FOLLOWING EACH RAINFALL.

1 STABILIZED CONSTRUCTION ACCESS
NOT TO SCALE



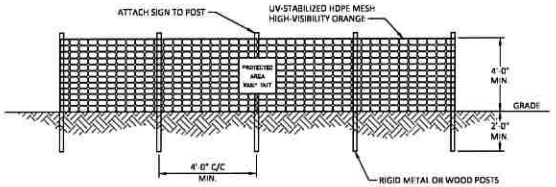
COMPOST FILTER SOCK NOTES:

1. COMPOST FILTER SOCKS ARE A TEMPORARY SEDIMENT CONTROL PRACTICE COMPOSED OF A DEGRADABLE GEOTEXTILE MESH TUBE FILLED WITH COMPOST FILTER MEDIA TO REDUCE RUNOFF VELOCITY, FILTER SEDIMENT AND OTHER POLLUTANTS ASSOCIATED WITH CONSTRUCTION ACTIVITY, AND TO PREVENT THEIR MIGRATION OFFSITE.
2. FILTER SOCKS CAN BE USED IN SENSITIVE AREAS WHERE CONTROL OF WEEDS AND INVASIVE PLANT SPECIES IS DESIRED.
3. FILTER SOCKS SHALL BE INSTALLED ON A LINE OF EQUAL ELEVATION (CONTOUR). THEY MAY BE INSTALLED AT INTERMEDIATE POINTS UP SLOPES AS WELL AS AT THE BOTTOM. ALL TERMINAL ENDS SHALL EXTEND 10 FEET UPSLOPE AT A 30° ANGLE TO PREVENT BYPASS FLOW.
4. FILTER SOCKS SHALL NOT BE USED IN OR ACROSS A FLOWING NATURAL CHANNEL. REFER TO CHECK DAM DETAIL AND SPECIFICATION.
5. FILTER SOCKS ARE NOT TO BE INSTALLED SO THAT RUNOFF WILL FLOW ALONG THE FILTER SOCK IN A CONCENTRATED MANNER.
6. FILTER SOCKS SHALL BE PLACED A MINIMUM OF 7 FEET FROM TOE OF SLOPE, (5 FEET PREFERRED), TO PROVIDE ADEQUATE AREA FOR SEDIMENT STORAGE AND TO FACILITATE MAINTENANCE OF THE SEDIMENT CONTAINMENT AREA.
7. POSTS MAY BE 2" x 2" MIN. WOOD OR 2 kg/m MIN. STEEL. SPACING SHALL BE AS RECOMMENDED BY THE MANUFACTURER. FOR USE ON IMPERVIOUS SURFACES SUCH AS ROAD PAVEMENT OR PARKING AREAS, PROPER ANCHORAGE MUST BE PROVIDED TO PREVENT SHIFTING OF THE SOCK OR SEPARATION OF THE CONTACT BETWEEN THE SOCK AND THE PAVEMENT.
8. FILTER SOCKS SHALL BE BETWEEN 12" AND 32". THE MAXIMUM SLOPE LENGTH ABOVE A FILTER SOCK SHALL NOT EXCEED THE FOLLOWING

	SLOPE (%)						
DIA.	2	5	10	20	25	33	50
12"	250'	225'	125'	65'	50'	40'	25'
18"	275'	250'	150'	70'	55'	45'	30'
24"	350'	275'	200'	130'	100'	60'	35'
32"	450'	325'	275'	150'	120'	75'	50'

9. MEASURES SHALL BE INSPECTED EVERY 7 CALENDAR DAYS, AFTER EACH RAINFALL OF 0.5" OR MORE WITHIN A 12 HOUR PERIOD, OR DAILY DURING PROLONGED RAINFALL. MEASURES SHALL BE CLEANED AND REPAIRED AS REQUIRED.
10. ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN IT REACHES ONE-HALF OF THE ABOVE GROUND HEIGHT. SEDIMENT SHALL BE DISPOSED OF AS UNSUITABLE MATERIAL.
11. UPON STABILIZATION OF THE AREA TRIBUTARY TO THE FILTER SOCK, STAKES SHALL BE REMOVED. THE SOCK MAY BE LEFT IN PLACE AND VEGETATED OR THE MESH CAN BE CUT AND THE COMPOST SPREAD AS AN ADDITIONAL MULCH TO ACT AS A SOIL SUPPLEMENT.
12. MAXIMUM DRAINAGE AREA TRIBUTARY TO 100' OF FILTER SOCK SHALL BE 0.5 ACRE

2 COMPOST FILTER SOCK
NOT TO SCALE



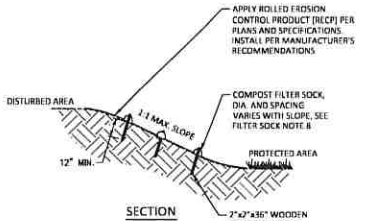
TEMPORARY PLASTIC BARRIER FENCE NOTES:

1. TEMPORARY PLASTIC BARRIER FENCE IS INTENDED TO PROTECT SENSITIVE SITE FEATURES. INSTALL FENCE AT THE LOCATIONS SHOWN ON PLANS OR WHERE DIRECTED BY THE ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. SPACE WARNING SIGNS A MINIMUM OF ONE EVERY 300 FEET. THE SIZE OF EACH SIGN MUST BE A MINIMUM OF 1.5' x 2' WITH 4" BLACK LETTERS ON A WHITE BACKGROUND. THE SIGN MUST CONTAIN THE FOLLOWING LANGUAGE:

"PROTECTED AREA - KEEP OUT"

3. THERE SHALL BE NO STORAGE OF MATERIAL WITHIN THE BOUNDARIES OF THE PROTECTED AREA FENCING.
4. TEMPORARY PROTECTION AREA FENCING SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.
5. ALL MATERIALS REQUIRED TO FURNISH AND INSTALL THE FENCING AND WARNING SIGNS AS DETAILED ON THE PLANS AND AT THE DIRECTION OF THE ENGINEER SHALL BE PAID FOR UNDER THE UNIT PRICE BID ITEM.

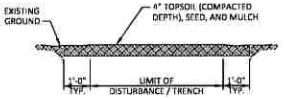
3 PLASTIC BARRIER FENCE
NOT TO SCALE



TEMPORARY & PERMANENT SLOPE STABILIZATION NOTES:

1. ITEMS IN THIS DETAIL MAY APPEAR EXAGGERATED TO SHOW DETAIL.
2. ROLLED EROSION CONTROL PRODUCT (RECP) SHALL REFER TO EROSION CONTROL BLANKET AND TURF REINFORCEMENT MAT (TRM). REFER TO DETAIL AND SPECIFICATIONS FOR APPROPRIATE USE OF EACH PRODUCT.
3. IF SLOPE IS BROUGHT TO FINISHED GRADE, PERMANENT TOP SOIL AND SEEDING SHALL BE INSTALLED PRIOR TO INSTALLING ROLLED EROSION CONTROL PRODUCT (RECP).
4. ROLLED EROSION CONTROL PRODUCT (RECP) SHALL BE SELECTED AND INSTALLED IN ALIGNMENT WITH THE SPECIFICATIONS. PAYMENT WILL NOT BE MADE FOR MATERIALS THAT ARE NOT ON THE APPROVED LIST, IMPROPERLY INSTALLED, NOT MAINTAINED, DAMAGED BY THE CONTRACTOR AND/OR SUB-CONTRACTORS.
5. RECP MUST BE FLUSH AND IN CONTACT WITH THE SOIL AND NOT RAISED BY CLUMPS, WEEDS, STICKS, ETC. AND MUST BE STAPLED SECURELY.
6. ALL RECP DAMAGED BY CONTRACTOR AND/OR SUBCONTRACTORS SHALL BE REPAIRED WITHIN THREE (3) CALENDAR DAYS OF THE DAMAGE OCCURRENCE AT NO ADDITIONAL COST TO THE OWNER.

4 TEMPORARY & PERMANENT SLOPE STABILIZATION
NOT TO SCALE



TURF RESTORATION NOTES:

1. TOPSOIL AND SEEDING SHALL BE IN ACCORDANCE WITH SPECIFICATIONS.

5 TURF RESTORATION
NOT TO SCALE

IT IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW, ARTICLE 145 §7209 SPECIFIC PROVISIONS, FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT (ACTING WITHIN THE SCOPE OF THEIR RESPECTIVE LICENSURE), TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OR ALTERED BY ANOTHER PROFESSIONAL, THE ALTERING PROFESSIONAL SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

REVISIONS		

TOWN OF ROTTERDAM
BABE RUTH BUILDING
ASBESTOS ABATEMENT, DEMOLITION AND RESTORATION
TOWN OF ROTTERDAM
SCHENECTADY COUNTY, NEW YORK

EROSION AND SEDIMENT CONTROL NOTES AND DETAILS

Barton & Loguidice, D.P.C.
10 Airline Drive, Suite 200
Albany, NY 12205

B&L

Date: SEPTEMBER 2023
Scale: AS SHOWN
Sheet Number: C701
Project Number: 904.057.002

Checked by: _____ Drawn by: WBS/GS Designed by: _____ In charge of: _____
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426
"September 27, 2023

RESOLUTION NO. 294.23

TO AMEND RESOLUTION 296.21 RELATING TO THE USE OF ARPA FUNDS

WHEREAS, by Resolution No. 261.23 adopted on August 9, 2023, the Town Board voted in favor of amending Section 1 of Resolution 296.21 to read in its entirety as follows:

> "SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road ($260,000.00) and 212 Phillips Road ($215,000.00) for the future use as Town parkland (total of $475,000.00 paid from line A7110 4153 (Parks Improvements), and to fund the improvements to Sewer District 7 Extension 2 ($415,000.00 paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2), and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 paid from line W38310 4850 (Water District 3, Engineering Consultant), and to fund the replacement of the asbestos concrete water main on Rt. 5S, paid from the fund line H132 Route 5S Safety Improvements ($1,200,000.00).

And;

WHEREAS, the Town Board of the Town of Rotterdam desires to authorize designation of $59,954.15 of funds received pursuant to the American Rescue Plan Act (ARPA) to purchase one 2022 Ford F-250 Pickup Truck for the Wastewater Treatment Plant; and

WHEREAS, the Town is in the process of redistributing used vehicles in the vehicle fleet to other departments and this will be the first step in the process of establishing a town-wide vehicle replacement program; **NOW**

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

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

> "SECTION 1. The Town Board of the Town of Rotterdam, upon recommendation from the Director of Finance, does

hereby accept the American Rescue Plan Act (ARPA) funds (into line A 4989 4989 00 (Fed Aid)) for use in support of 2021 expenses outside the initial budget with expenditures designated toward the purchase of 210 Phillips Road ($260,000.00) and 212 Phillips Road ($215,000.00) for the future use as Town parkland (total of $475,000.00 paid from line A7110 4153 (Parks Improvements), and to fund the improvements to Sewer District 7 Extension 2 ($415,000.00 paid from Capital Project - H131 (Carmen Rd Sewer SD7 Ext 2), and to fund the leak detection work, valve/hydrant(s) assessment, lead service/pipe inventory, redundant source evaluation, and consolidation review for Water Districts 3 and 4 paid from line W38310 4850 (Water District 3, Engineering Consultant), and to fund the replacement of the asbestos concrete water main on Rt. 5S, paid from the fund line H132 Route 5S Safety Improvements ($1,200,000.00), and to fund the purchase of one Ford F-250 Pickup Truck for the Wastewater Treatment Plant ($59,954.15) paid from lines S28130 2000($44,965.61) and S28120 2000($14,988.54).

SECTION 2. Pursuant to Section 36 of the General Municipal Law of the State of New York and Sections 102, 112 and 113 of Town Law of the State of New York, regarding the Uniform System of Accounts, the following transfers to the various accounts for 2023 are hereby audited and approved:

Fund	Account No.	Title		Amount
General	A 909	FROM:	Fund Balance	-$59,954.15
S2	S28130 2000	INTO:	S2 Equipment	+$44,965.61
S2	S28120 2000	INTO:	S2 Equipment	+$14,988.54

SECTION 3. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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: September 20, 2023

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Authorize designation of ARPA funds to purchase Ford F-250 for Wastewater Treatment Plant

TOWN BOARD MEETING: September 27, 2023

Background Information: The Comptroller's office is requesting the authorization to designate $59,954.19 in ARPA funds for the purchase of a Ford F-250 pickup truck to replace existing inventory within the vehicle fleet.

Evaluation/Analysis: With procurement of new vehicles, we are in the process of establishing a town-wide vehicle replacement program and passing used vehicles along that still have useful life.

Recommendation(s): Authorize the designation of $59,954.10 in ARPA funds to purchase Ford F-250 – includes all necessary specifications to meet departmental needs.

Attachment/Document(s): Budget transfer request

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Budget Transfer

Fund	Account No.	Title	Amount
General	A909	FROM: A FUND BALANCE	-$59,954.15
S2	S28130 2000	INTO: S2 EQUIPMENT	+$44,965.61
S2	S28120 2000	INTO: S2 EQUIPMENT	+$14,988.54

RESOLUTION NO. 295.23

TO AUTHORIZE THE PURCHASE OF ONE PICKUP TRUCK FOR THE WASTEWATER TREATMENT PLANT

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 purchase of one 2022 Ford F250 pickup truck for the Wastewater Treatment Plant, from Metro Ford Sales Inc., located at 3601 State St, Schenectady, NY 12304, with compliance under NYS contract, in the amount not to exceed fifty-nine thousand nine hundred fifty-four and 15/100 ($59,954.15) dollars.

SECTION 2. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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: September 20, 2023

TO: Supervisor's Office

FROM: Comptroller's Office

TITLE OF REQUEST: Purchase 2022 Ford F-250 for the Water/Sewer Department

TOWN BOARD MEETING: September 27, 2023

Background Information: The Water/Sewer Department is requesting the authorization to purchase a Ford F 250 pickup truck to replace existing inventory within the vehicle fleet.

Evaluation/Analysis: We are in the process of redistributing used vehicles in the vehicle fleet to other departments. This will be the first step in the process of establishing a town-wide vehicle replacement program.

Recommendation(s): Authorize the purchase of Ford F250 – includes all necessary specifications to meet departmental needs.

Attachment/Document(s): Vehicle Specifications Sheet
Bid Request
Bid Response

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

9974(1) 3/4 ton or 1 ton pickup with service body - Town of Rotterdam

Content	Answer
Purchased or Leased	Purchased
Authorized User Entity Name	Town of Rotterdam
Town/Village/City	Schenectady
County	Schenectady
Primary Contact Name	JUSTIN PETERSON
Primary Contact Title	Sr. Water Plant Operator
Primary Contact Email	JPETERSON@ROTTERDAMNY.ORG
Primary Contact Phone	5183931131
Mini-Bid Name	(1) 3/4 ton or 1 ton pickup with service body - Town of Rotterdam
Type of Vehicle(s) requested	Any Make or Model that meet the specifications
Type of Vehicle Order	Pre-Existing Inventory, but I will also consider Built to Specifications if: a) there are no responses received for "Pre-Existing" or b) the responses
Method of Award	Lowest price to a single contractor that can provide the total number of vehicles requested.
Anticipated method and timeframe	One-time purchase for the total number of Vehicles requested
Number of Vehicles	1
Vehicle Type	Full-Size Pickup: GWVR is typically above 6,000 pounds
Drive Type	4WD (4x4)
Number of Chassis	1
Fuel Type	Gasoline only
Vehicle Class	Class 2 (6,001 to 10,000 lbs. GVWR)
Cab Type	Other
Other Model Years	yes
Other Cab Type	Regular cab or Extended cab configuration

$59,954.15

Drive/Axle Type	4x4
Fuel Type	Gasoline Only
Chassis Model Year	2023
Other Chassis Model Year	yes
Chassis Make	Any Make that meets specifications
"Number of Bodies "	1
Body Type	Service/Utility
Body Make	Any Body that meets the specifications
Specific Delivery Date Required	yes
Delivery Date	2023-09-21
Considered Different Delivery Date	yes
One or Multiple Locations	One Location
Delivery Region	Region 3
Delivery County	Schenectady
Delivery Address(es)	49 Rice Rd. Rotterdam, NY12306 Justin Peterson 518-393-1131

14222 *10 DAY RESPONSE REQUEST* (1) 3/4 Ton or 1 Ton Regular or Extended Cab only w/8' Service Body - Town of Rotterdam

Summary

Name:	*10 DAY RESPONSE REQUEST* (1) 3/4 Ton or 1 Ton Regular or Extended Cab only w/8' Service Body - Town of Rotterdam
Select type of contract:	Supplies
This is a test solicitation:	No
Activate lots:	No
Reference number:	No reference number
Purchase request number:	9974
Short description:	This solicitation is a Mini-Bid under the NYS Vehicle Marketplace and must be responded to using this eProcurement Platform.
Attached description file(s):	23166-SPECS-14222-TownofRotterdam.pdf *99 Kb* Download | Preview
Internal description: (Only visible to buyers)	

Procedure

Procedure:	○ Sealed with Preselection ○ Sealed without Preselection ○ Unsealed ○ Ongoing selection phase ○ Qualification System ● Price request
Separate opening of vault (Selection phase):	No
Offset time between end of offer phase and visibility of offers:	No
Best and Final Offer Phase (allows for adjustment after offer phase):	No
Quotation method:	Single bid
Cancel Solicitation:	No

Approval

Ask for approval:	No

Other options

Allow multiple offers:	Yes (15)
Anonymous buyer contact:	No
Show names of suppliers that started to fill out the questionnaire:	Yes
Activate Question & Answer module:	Yes
Currency:	US dollar
Activate solicitation terms & conditions:	No
Activate 'Specific data' tab within 'Settings':	Yes

CPV-Codes

Solicitation Commodity Codes: **NIGP Codes**

No Commodity Codes added

Publication of this solicitation

Communities

No communities available

Publish Solicitation

Authority	Status	Participation button for suppliers
Negometrix3	Published	Enabled

Specific data

PO Date:	
PO Number:	

14222 *10 DAY RESPONSE REQUEST* (1) 3/4 Ton or 1 Ton Regular or Extended Cab only w/8' Service Body - Town of Rotterdam

METRO FORD SALES INC

Chassis Pricing Sheet

#	Chassis/Body	Model Year	Make	Model	Model Code	NYS Base MSRP (Chassis) / NYS Base Price (Body)	NYS Discount (%)	NYS Base Price	NYS Aftermarket Components Price	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bid
1	Chassis	2022	FORD	F-250 S/C	X2B	$56,255	19.5%	$45,285.27	$0	$45,285.27	1	$45,285.27
2	Body	2022	KNAPHEIDE	8' UTILITY	8' UTILITY	$16,575	11.5%	$14,668.88	$0	$14,668.88	1	~~$14,668.88~~
	Total											**$59,954.15**

Comment:

- Do not enter dollar signs ($) or percentage signs (%) in the above fields.
- The Total Number of Vehicles entered must match the Number of Vehicles requested in the Mini-Bid.
- The NYS Base Price (Body) is the NYS Price For Vehicle for the Body, excluding the Aftermarket Components Price, and does not require a discount.
- If your vehicle does not have a model year, model, or model code enter "N/A".

lowest Price

Super Cab

5-7 Day delivery

KTP-000259 NY 13F 161 | 6B LABL | ADJ | 2 COV | X PRCS | B10 | RAMP | BUMP | 1FD7X2B65NEG17455 SUPER MAIL 011552 245/354 1FD7X2B65 NEG17455 NB BU09

ford.com

VEHICLE DESCRIPTION

SUPER DUTY

NE G17455

2022 F250 SRW 4X4 SUPERCAB
XL 164" WB STYLESIDE
6.2L EFI V-8 ENGINE
6-SPEED AUTOMATIC TRANS G

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM EARTH GRAY VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- BOX RAIL/TAILGATE MOLDINGS
- DOOR HANDLES - BLACK
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LOCKING REMOVABLE TAILGATE
- PICKUP BOX, TIE DOWN HOOKS -NA W/BOX DLT
- SPARE TIRE AND WHEEL LOCK -NA W/BOX DLT
- TOW HOOKS
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR
- 60/40 FOLD-UP REAR BENCH SEAT
- AIR COND, MANUAL FRONT
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- STEERING - TILT/TELESCOPIC WHEEL WITH AUDIO
- VINYL SUN VISORS

FUNCTIONAL
- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS™ CONNECT
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- MYKEY®
- REAR VIEW CAMERA NA W/BOX DLT

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE	(MSRP)
OPTIONAL EQUIPMENT/OTHER	
PREFERRED EQUIPMENT PKG.600A	
6-SPEED AUTOMATIC TRANS G	NO CHARGE
LT245/75R17E BSW/ALL-TERRAIN	165.00
3.73 ELECTRONIC-LOCKING AXLE	430.00
POWER EQUIPMENT GROUP	1,100.00
PICKUP BOX DELETE	- 625.00
FRONT LICENSE PLATE BRACKET	NO CHARGE
XL DECOR PACKAGE	NO CHARGE
PLATFORM RUNNING BOARDS	445.00
4G LTE WI-FI HOTSPOT REMOVAL	- 20.00
10000# GVWR PACKAGE	
ENGINE BLOCK HEATER	100.00
50 STATE EMISSIONS	NO CHARGE
110V/400W OUTLET	175.00
SNOW PLOW PREP PACKAGE	250.00
TRAILER BRAKE CONTROLLER	300.00
TELESCPNG TT MIRR-POWR/HTD SIG	
ROOF CLEARANCE LIGHTS	95.00
UPFITTER SWITCHES	165.00
240 AMP ALTERNATOR	85.00
ADVANCED SECURITY PACK REMOVAL	- 50.00
DUAL BATTERY	210.00
REAR VIEW CAMERA & PREP KIT	415.00
DAYTIME RUNNING LIGHTS	45.00
XL VALUE PACKAGE	395.00
CRUISE CONTROL	

PRICE INFORMATION	(MSRP)
BASE PRICE	$45,780.00
TOTAL OPTIONS/OTHER	3,680.00
TOTAL VEHICLE & OPTIONS/OTHER	49,460.00
DESTINATION & DELIVERY	1,795.00

RAMP ONE: RA46
RAMP TWO:
RAIL
ITEM #: 13-8500 O/T 59

TOTAL MSRP $51,255.00

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SPECIAL ORDER
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EPA DOT Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

fueleconomy.gov
Calculate personalized estimates and compare vehicles

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*Based on 1977–2021 CY total sales.
**FordPass Connect (optional on select vehicles), the FordPass App and complimentary Connected Service are required for remote features (see FordPass Terms for details). Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

1FD7X2B65NEG17455

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Msg & Data rates may apply. Text HELP for help
www.ford.com/help/privacy-terms/

438

September 27, 2023

02/22/2023

RESOLUTION NO. 296.23

TO DECLARE LEAD AGENCY FOR SEQR REVIEW FOR THE CHANGE OF ZONE FROM AGRICULTURAL (A-1) TO GENERAL BUSINESS (B-2) ON TAX PARCEL #57-3-7.112 AND 57.7-1-1.2 KNOWN AS 900 AND 880 DUANESBURG ROAD

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby declares the Town Board as Lead Agency under 6NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed change of zone from Agricultural (A-1) to General Business (B-2), on ± 17.3 acres, to construct a 102,500 square foot BJ's Wholesale Club with associated 8 island fueling station at 900 Duanesburg Road (Tax Map No. 57-3-7.112), and 2,000 square foot retail building with associated drive thru at 880 Duanesburg Road (Tax Map No. 57.7-1-1.2).

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Planner to prepare, file, publish, and distribute all documents as necessary to comply with 6NYCRR Part 617 SEQR.

SECTION 3. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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: September 20, 2023

TO: Mollie Collins, Town Supervisor

FROM: Peter Comenzo – Senior Planner

TITLE OF REQUEST: Declare lead agency for Change of Zone from Agricultural (A-1) to General Business (B-2).

TOWN BOARD MEETING: September 27, 2023

Background Information:

Owner: Flying J, Inc.
185 S. State Street, Suite 1300
Salt Lake City, Utah 84111

Applicant: GDPL Ville Rotterdam, LLC
145 Otterkill Road
Mountainville, NY 10953

Change of Zone request on ±17.3 acres from Agricultural (A-1) to General Business (B-2). The applicant would like to construct a 102,500 square foot BJ's Wholesale Club with associated 8 island fueling station at 900 Duanesburg Road (Tax Map No. 57-3-7.112), and 2,000 square foot retail building with associated drive thru at 880 Duanesburg Road (Tax Map No. 57.7-1-1.2).

Evaluation/Analysis: The proposal is a State Environmental Quality Review (SEQR) Type 1 Action and will require environmental review prior to the Town Board making a decision on the request. Call for a public hearing at a later date.

Recommendation(s): Town Board should Declare Lead Agency, conduct a coordinated SEQR review and authorize Town Planner or Zoning Officer to distribute all documents in accordance with SEQR.

Attachment/Document(s): Long Environmental Assessment Form (LEAF).
Planning Board Report and Recommendation #PC28-2023

Compliance with Purchasing Policy: N/A

Effect(s) on Existing Law(s): 6NYCRR Part 617
State Environmental Quality Review

LEGISLATION WILL BE PREPARED BY: Supervisors Office

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Change of Zone		
Project Location (describe, and attach a general location map): 900 Duanesburg Road and 880 Duanesburg Road		
Brief Description of Proposed Action (include purpose or need): Rezoning of 17.3± acres from A-1 Agricultural to B-2 General Business to construct a retail building, gas station, and drive thru building.		
Name of Applicant/Sponsor: GDP Lville Rotterdam, LLC	Telephone: 845-534-0100 E-Mail:	
Address: 145 Otterkill Road, PO Box 55		
City/PO: Mountainville	State: NY	Zip Code: 10953
Project Contact (if not same as sponsor; give name and title/role): Luigi A. Palleschi, P.E., ABD Engineers & Surveyors, LLP	Telephone: 518-377-0315 E-Mail: luigi@abdeng.com	
Address: 411 Union Street		
City/PO: Schenectady	State: NY	Zip Code: 12306
Property Owner (if not same as sponsor): Flying J, Inc	Telephone: E-Mail:	
Address: 185 S State Street, Suite 1300		
City/PO: Salt Lake City	State: UT	Zip Code: 84111

RECEIVED
JUL 28 2023
TOWN OF ROTTERDAM
PUBLIC WORKS

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	Rotterdam Town Board	July 28, 2023
b. City, Town or Village Planning Board or Commission ☑Yes☐No	Rotterdam Planning Commission	July 28, 2023
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☐Yes☑No		
e. County agencies ☑Yes☐No	Schenectady County Planning	TBS
f. Regional agencies ☐Yes☑No		
g. State agencies ☐Yes☑No		
h. Federal agencies ☐Yes☑No		
i. Coastal Resources. *i.* Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes☑No *ii.* Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes☑No *iii.* Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No		

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? • **If Yes,** complete sections C, F and G. • **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1	☑Yes☐No
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	☑Yes☐No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	☑Yes☐No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) If Yes, identify the plan(s): NYS Heritage Areas:Mohawk Valley Heritage Corridor	☑Yes☐No
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? If Yes, identify the plan(s):	☐Yes☑No

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☑ No

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? Rezone from A-1 Agricultural to B-2 General Business

C.4. Existing community services.

a. In what school district is the project site located? Schalmont

b. What police or other public protection forces serve the project site?
NYS Police, Schenectady County Sheriff, Rotterdam Police Department

c. Which fire protection and emergency medical services serve the project site?
District 6

d. What parks serve the project site?
Featherstonhaugh State Forest, Plotter Kill Preserve, DiCaprio Park

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commercial

b. a. Total acreage of the site of the proposed action? 17.3± acres
b. Total acreage to be physically disturbed? 0 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 17.3± acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☑ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☑ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☑No

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No

If Yes,

i. Total number of structures 1

ii. Dimensions (in feet) of largest proposed structure: 28' height; 270' width; and 390' length

iii. Approximate extent of building space to be heated or cooled: 104,500± square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify: _____

iii. If other than water, identify the type of impounded/contained liquids and their source. _____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐Yes ☑No

If Yes:

i .What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No

If yes, describe. _____

v. What is the total area to be dredged or excavated? _____ acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐Yes ☐No

ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No
If Yes, describe:

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No
If Yes:

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

c. Will the proposed action use, or create a new demand for water? ☑Yes ☐No
If Yes:

i. Total anticipated water usage/demand per day: 10,500± gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☑Yes ☐No
If Yes:

- Name of district or service area: Rotterdam
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☐Yes ☑No
- Is expansion of the district needed? ☑Yes ☐No
- Do existing lines serve the project site? ☑Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☑No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project:
- Source(s) of supply for the district:

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☑No
If, Yes:

- Applicant/sponsor for new district:
- Date application submitted or anticipated:
- Proposed source(s) of supply for new district:

v. If a public water supply will not be used, describe plans to provide water supply for the project:

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes ☐No
If Yes:

i. Total anticipated liquid waste generation per day: 9,500± gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each):
Sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☑No
If Yes:

- Name of wastewater treatment plant to be used:
- Name of district:
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

- Do existing sewer lines serve the project site? ☐Yes ☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☑No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☑Yes ☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 9± acres (impervious surface)

_____ Square feet or 17.3 acres (parcel size)

ii. Describe types of new point sources. On-site stormwater system

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Stormwater will be handled on-site in stormwater management areas.

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☑Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐Morning ☐Evening ☐Weekend ☐Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes ☑No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes ☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 7 am - 7 pm
- Saturday: 8 am - 3 pm
- Sunday: 8 am - 3 pm
- Holidays: N/A

ii. During Operations:

- Monday - Friday: 8 am - 9 pm
- Saturday: 8 am - 9 pm
- Sunday: 8 am - 9 pm
- Holidays: varies

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☑ No

If yes:

i. Provide details including sources, time of day and duration:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No

Describe:

n. Will the proposed action have outdoor lighting? ☑ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Pole and building mounted, LED down type lighting

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☑ No

Describe:

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☑ Yes ☐ No

If Yes:

i. Product(s) to be stored Gasoline and diesel

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:

Underground tanks

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☑ No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☑ Yes ☐ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: TBD tons per _____ (unit of time)
- Operation : TBD tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction:
- Operation:

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: Construction waste to be managed by licensed hauler.
- Operation: Solid waste generated by normal site operations will be handled by licensed hauler.

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	9±	+9±
• Forested	0	0	0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	17.3	8.3±	8.3±
• Agricultural (includes active orchards, field, greenhouse etc.)	0	0	0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0	0	0
• Wetlands (freshwater or tidal)	0	0	0
• Non-vegetated (bare rock, earth or fill)	0	0	0
• Other Describe: _____	0	0	0

c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No

i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑Yes ☐No

If Yes,

i. Identify Facilities:

Schalmont schools

e. Does the project site contain an existing dam? ☐Yes ☑No

If Yes:

i. Dimensions of the dam and impoundment:

- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____

iii. Provide date and summarize results of last inspection:

_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No

If Yes:

i. Has the facility been formally closed? ☐Yes ☐ No

- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:

_____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No

If Yes:

i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:

_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑ No

If Yes:

i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____

☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____

☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No

If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☑ No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? 10+ feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☑ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Silt loam	90 %
Silt Clay	10 %
	%

d. What is the average depth to the water table on the project site? Average: 0-10+ feet

e. Drainage status of project site soils:
- ☐ Well Drained: ____ % of site
- ☑ Moderately Well Drained: 40 % of site
- ☑ Poorly Drained 60 % of site

f. Approximate proportion of proposed action site with slopes:
- ☑ 0-10%: 90 % of site
- ☑ 10-15%: 10 % of site
- ☐ 15% or greater: ____ % of site

g. Are there any unique geologic features on the project site? ☐ Yes ☑ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☑ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☑ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☑ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☑ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☑ No

j. Is the project site in the 100-year Floodplain? ☐ Yes ☑ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☑ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☑ Yes ☐ No
If Yes:

i. Name of aquifer: Principal Aquifer

m. Identify the predominant wildlife species that occupy or use the project site:
Typical Suburban wildlife

n. Does the project site contain a designated significant natural community? ☐Yes ☑No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation):
ii. Source(s) of description or evaluation:
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☑No
If Yes:
i. Species and listing (endangered or threatened):

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No
If Yes:
i. Species and listing:

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No
If yes, give a brief description of how the proposed action may affect that use:

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No
If Yes, provide county plus district name/number:

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No
i. If Yes: acreage(s) on project site?
ii. Source(s) of soil rating(s):

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent:

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No
If Yes:
i. CEA name:
ii. Basis for designation:
iii. Designating agency and date:

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☑ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

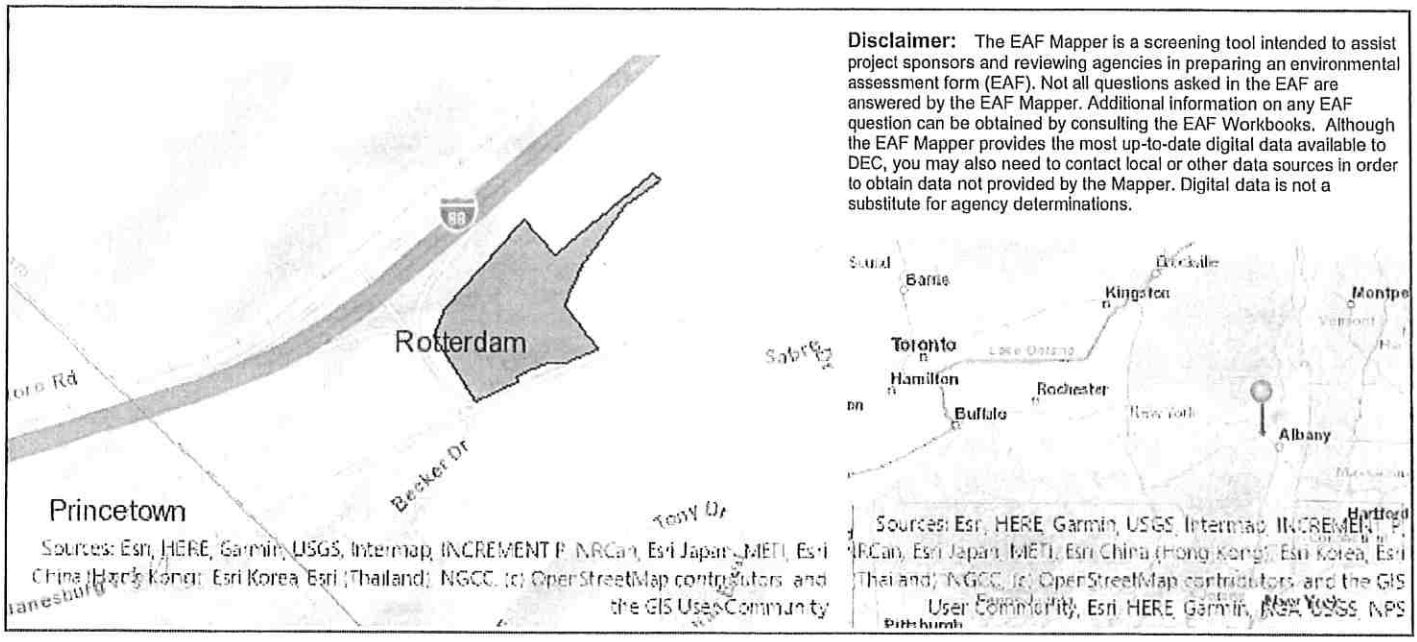
Applicant/Sponsor Name Luigi A. Palleschi, P.E., ABD Engineers & Surve Date July 25, 2023

Signature _____ Title Professional Engineer

PRINT FORM

EAF Mapper Summary Report

Monday, July 24, 2023 5:01 PM



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

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:Mohawk Valley Heritage Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

DESCRIPTION OF LAND

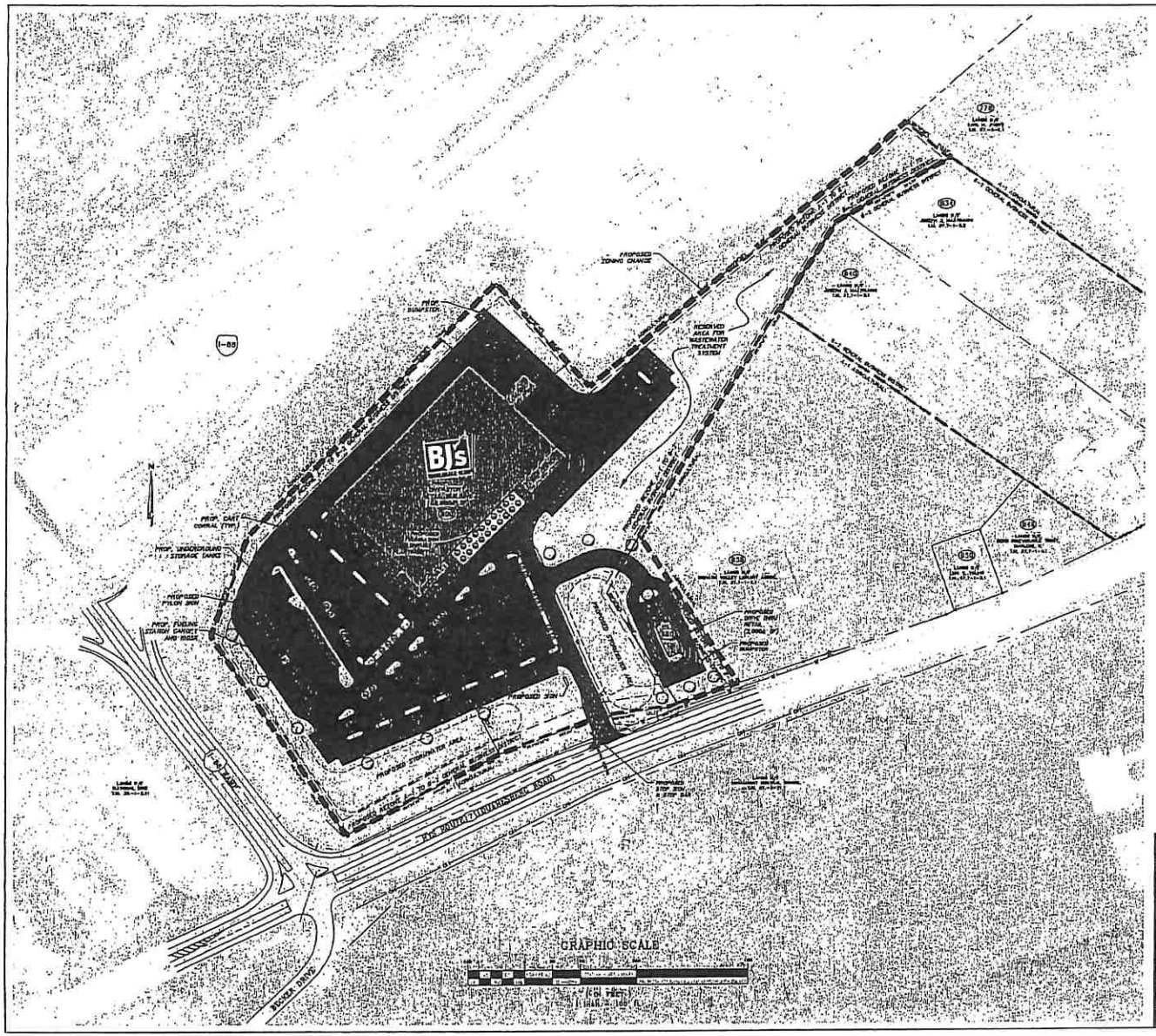
PROPOSED ZONE CHANGE

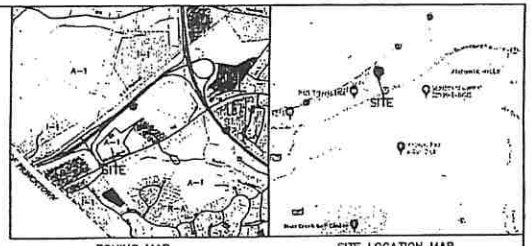
BEGINNING at a point in the northerly highway boundary of the Schenectady/Duanesburg state highway at its intersection with the division line between Lands Now or Formerly of Collier as described in Liber 1068 of Deeds at Page 832 on the east and Lands herein described on the west; thence running westerly along said northerly highway boundary of the Schenectady/Duanesburg state highway 716 Feet more or less to a point in the southeasterly highway boundary of Route 7 to Route 7 connector; thence northerly, easterly, southerly and easterly 2,527 Feet more or less to a point in the division line between the Lands Now or Formerly of Avery as described in Liber 1506 of Deeds at Page 256 on the east and the herein described parcel on the west; thence along said division line 113 Feet more or less to a point at the northeasterly corner of Lands Now or Formerly of Mastrianni as described in Liber 608 of Deeds at Page 478; thence westerly and southwesterly 1,022 Feet more or less to a point; thence southerly 349 Feet more or less to a point in the aforementioned northerly highway boundary of the Schenectady/Duanesburg state highway; thence along said northerly highway boundary of the Schenectady/Duanesburg state highway 124 Feet more or less to the point and place of beginning and containing 17.3 acres of land more or less.

RECEIVED

JUL 28 2023

TOWN OF ROTTERDAM
PUBLIC WORKS





NOTES:

1. BASE MAPPING PREPARED BY ABD ENGINEERS, LLP, FROM MAP REFERENCES AND 2023 SURVEY.
2. THE PLANS SHOW SOME KNOWN STRUCTURE, ABOVEGROUND STRUCTURES AND/OR UTILITIES BELIEVED TO EXIST IN THE WORKING AREA. EXACT LOCATION OF WHICH MAY VARY FROM THE LOCATIONS INDICATED. IN PARTICULAR, THE CONTRACTOR IS WARNED THAT THE EXACT OR EVEN APPROXIMATE LOCATION OF SUCH PIPE LINES, SUBSURFACE STRUCTURES AND/OR UTILITIES IN THE ARE MAY BE DIFFERENT FROM THAT SHOWN OR MAY NOT BE SHOWN AND IT SHALL BE HIS RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXCAVATING ANY WORK. 48 HOURS BEFORE YOU DIG, DRILL OR BLAST, CALL U.F.P.O. (1-800-962-7962), TOLL FREE.

EXISTING: TOWN OF ROTTERDAM	
ZONING:	A-1 AGRICULTURAL
SETBACKS:	
FRONT:	25'
SIDE:	15'
REAR:	25'
MINIMUM LOT AREA:	1 ACRE
MAXIMUM LOT COVERAGE:	30%

PROPOSED: TOWN OF ROTTERDAM		PROVIDED:
ZONING:	B-2 GENERAL BUSINESS DISTRICT	
SETBACKS:		
FRONT:	20'	254'
SIDE:	10'	73'
REAR:	25'	78'
MINIMUM LOT AREA:	15,000 SF	715,647 SF
MINIMUM LOT WIDTH:	100'	708'
MAXIMUM LOT COVERAGE:	65% (PRINCIPAL/ACCESSORY)	13.8%

PARKING REQUIREMENTS	PROVIDED
TOWN OF ROTTERDAM RETAIL 3 SPACES PER 1,000 SF OF GROSS FLOOR AREA (183,598 / 1,000) * 3 = 313 SPACES	493 SPACES PROVIDED
(3,000 / 1,000) * 3 = 10 SPACES	17 SPACES PROVIDED
TOTAL REQUIRED SPACES = 323 SPACES	510 TOTAL SPACES PROVIDED

COVERAGE STATISTICS	PROPOSED	
BUILDING:	101,200 SF	13.8%
PAVEMENT:	314,918 SF	41.8%
GREEN SPACE:	334,154 SF	44.3%
TOTAL	733,472 SF (17.20 ACRES)	100%

OWNER:
FLYING J INC. (AKA FJ MANAGEMENT INC.)
185 S STATE STREET STE 1300
SALT LAKE CITY, UT 84111

APPLICANT:
BJ'S WILE ROTTERDAM, LLC.
PO BOX 55
143 OTTERKILL ROAD
MOUNTAINVILLE, NY 10953

TAX MAP #: 27.-3-7.112 & 27.7-1-1.2

ALTERATION OF THIS DOCUMENT EXCEPT BY A LICENSED PROFESSIONAL ENGINEER IS ILLEGAL.

LISA A. PALLESEN, P.E.
N.Y.S. LICENSE NO. 84678

CONCEPT PLAN

BJ's WHOLESALE CLUB

WITH FUELING STATION PLAZA
900 & 880 DUANESBURG ROAD
TOWN OF ROTTERDAM — COUNTY OF SCHENECTADY
STATE OF NEW YORK

ABD ENGINEERS & SURVEYORS
411 Lake Street, Schenectady, N.Y. 12305
518-377-8252 Fax 518-377-4979
www.abdeng.com

DATE:	SCALE:	DWG.	SHEET OF
JULY 28, 2023	1" =100'	5457A-52	1 1

Town of Rotterdam
Office of the Planning Commission

Thomas P. Yuille, Chairman
Peter J. Comenzo, Senior Planner

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

Resolution Number PC28-2023
Moved by Mr. Miglucci seconded by Mr. Collins
Applicant: GDP Lville Rotterdam, LLC

Resolution Adopting a Report and Recommendation on the Change of Zone Request by GDP Lville Rotterdam, LLC

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has received an application from GDP Lville Rotterdam, LLC ("Contract Vendee") for a Change of Zone from Agricultural (A-1) to General Business (B-2) on ±17.30 acres comprising two parcels of land known as 880 and 900 Duanesburg Road (Tax Parcel #57-3-7.112 and 57.7-1-1.2); and

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on August 9, 2023 for a report and recommendation thereon; and

WHEREAS, the Applicant, through its representative, Luigi Palleshi with ABD Engineers and Surveyors, presented the Change of Zone application to the Planning Commission at its regularly scheduled meeting held on September 5, 2023; and

WHEREAS, the Planning Commission reviewed the proposed Change of Zone at its regularly scheduled meetings held on September 5, 2023 and September 19, 2023; and

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

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

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

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

   The Change of Zone request concerns a total of ±17.30 acres consisting of two separate parcels located on the north side of Duanesburg Road immediately east of the entrance ramps to Interstate 88. The properties known as 880 and 900 Duanesburg Road are currently vacant and previously contained a single-family residential structure at 880 Duanesburg Road and a single-family residential home with a barn and associated outbuildings on 900 Duanesburg Road. These structures were demolished approximately 11 years ago. The Applicant seeks the change of zone to facilitate the construction of a new ±102,500 square foot BJs Wholesale Club with fuel pumps and a proposed ±2,000 square foot fast food restaurant. In addition to the proposed fueling facility proposed for this site, there are other fuel and convenience type facilities in the immediate vicinity. There is a recently constructed gas station/convenience store, liquor store, and a fast-food establishment (Wendys) located immediately to the west of the I-88 entrance and a truck stop fueling center with fast food (Pilot/Dunkin

Donuts/Subway) also located immediately to the west. There is an existing regional library facility located to the east. And additional properties to the east of these parcels in the vicinity of the site are currently zoned B-2 and contain retail businesses and a wellness center. Lands of the Schalmont Central School District are located to the south are primarily wetlands and the entrance to the school campus is located approximately 1000 feet east of the proposed entrance to the property to be rezoned.

Rezoning the parcel would expand the allowable uses to include, in addition to uses allowed in the B-1 zoning district, the following:

- Establishments for making, assembling or repairing articles, with all such activities and Storage located entirely within an enclosed building;
- Commercial health and recreation establishments;
- Wholesale business and storage conducted entirely within an enclosed building;
- Data processing and computer services;
- Motor vehicle repair shops (special use permit);
- Propane gas filling stations (special use permit);
- Car washes (special use permit);
- Dry-cleaning laundry facilities (special use permit);
- Mass transportation facilities (special use permit);
- Drive-in establishments (special use permit);
- Public utility or communications installations (special use permit);
- Hotels and motels (special use permit);
- Contractor's shops and equipment storage yards (special use permit);
- Veterinary hospitals (special use permit);
- Motor vehicle sales and rental establishments (special use permit);
- Motor vehicle fuel filling stations (special use permit); and
- Convenience stores (special use permit).

There would be a change in the required lot area and lot frontage; the current zoning requires a 1-acre minimum lot area with 150 feet of lot width. The proposed B-2 zoning district would require a minimum lot area of 15,000 square feet, with a minimum lot width of 100 feet.

2. Subject to the considerations set forth below in Paragraph 3, the Planning Commission hereby adopts a **positive recommendation** on the GDP Lville Rotterdam, LLC Change of Zone request for the following reasons: The proposed Change of Zone would permit the construction of the proposed ±102,500 square foot BJs Wholesale Club with fuel pumps and a proposed ±2,000 square foot fast food restaurant. In large part, the surrounding neighborhood is zoned General Business (B-2), and for the most part the area is developed commercially. Permitting a commercial development at this site meets the objectives of the Comprehensive Plan. This property has been identified as a key property for development in the western portion of town given its location immediately adjacent to the interstate entrance/exit. It was identified in the 2001 Comprehensive Plan and in various subsequent planning studies as being a commercial parcel that if designed correctly, could be of a benefit to the community.

The proposed Change of Zone would be consistent with the neighborhood and existing land use development in the area.

The property has retained its agricultural zoning as this property previously contained a large farmhouse and associated structures. The farm was bisected by the construction on Interstate 88 over fifty years ago. While the property remains zoned Agricultural, it is no longer a suitable zoning for the site as it is surrounded by other Commercial uses and is located at the major intersection of Duanesburg Road (NYS Route 7) and NYS Interstate-88.

3. This recommendation is subject to the following considerations:

   a. The applicant should prepare a traffic study and work in coordination with NYSDOT to address traffic impacts due to the location and high volume of traffic in the area of this highway interchange.
   b. Neither a positive recommendation by the Planning Commission, nor any rezoning action taken by the Town Board, should be construed as an approval or other favorable position concerning any proposed conceptual development plan. Any proposed development shall remain subject to full review by the Planning Commission and, as necessary, by the Zoning Board of Appeals.

Member	Aye	Nay	Absent
Thomas Yuille	X		
Mark DAlessandro	X		
Wayne Calder			**X**
Clark Collins	X		
Joseph Miglucci	X		
Lynn Flansburg	X		
Joseph Signore	X		

Peter J. Comenzo
Senior Planner

Thomas P. Yuille
Planning Commission Chairman

GDP Lville Rotterdam, LLC (Contract Vendee) – 880 & 900 Duanesburg Road. Discussion on Report and Recommendation to the Town Board on a Change of Zone on ±17.30 acres from Agricultural (A-1) to General Business (B-2). Applicant is proposing construction of a ±102,500 square foot BJ's Wholesale Club with associated eight (8) island fueling station and a ±2,000 square foot retail building with drive thru. Engineer: ABD Engineers, LLP

Chairman Yuille: Mr. Palleschi, can you give us an update on the project.

Mr. Palleschi: Good evening, Luigi Palleschi with ABD Engineers & Surveyors, here representing GDP Lville. They are here tonight. We were here before the Planning Commission back on September 5th and we presented this project in full detail. We listened to some of your comments in regard to possibly shifting that driveway connection off of Route 7 further east which we are working on the plan, I do have that shown up here, if anyone needs to see it a little closer. We can shift it. We shifted it about 100' further to the east which gets it out of that right turn lane. We are aware, obviously, that we have to work with DOT with that curb cut connection.

Now that school is in session, VHB, as I told you, is the traffic consultant for this project. They, I believe, are out there taking some data and they will producing a traffic study report when we get back, hopefully, to the Town Board.

Other thoughts from the last meeting was the amount of parking. I think we had over 500 parking spaces dedicated for BJ's. After speaking with BJ's, they gave us a comfortable number where they felt with their numbers 4.5 parking spaces per 1,000 square foot of gross so, that takes us just under 500 parking spaces so, what you see up here is less parking spaces. We do not have any banked right now. We are just proposing less parking spaces than what the Town Code requires but you can see what that did was increase the green space along the front and along the intersection right in front of BJ's in itself so, that's sort of helpful and I think this Planning Commission had recommended we look at how many parking spaces do we really need. None of us want to see a sea of asphalt and that also helps with the stormwater.

We are still massaging the in and out of the fueling facility. I know some of the members wanted to make sure that we can get certain fifth wheel vehicles in and out of there which we are working with BJ's fueling facility team as we speak. I know these are a lot of details that we don't really need to get into at this stage. We are simply here tonight to answer any more questions that you might have and hopefully this Planning Commission can grant a positive recommendation back to the Town Board for a change of zone from the agricultural district to B-2.

If there is anything else that I didn't cover from last meeting or if you thought anything more, we would be happy to answer them.

Chairman Yuille: Let me see if the members have anything. Mr. D'Alessandro, any questions?

Mr. D'Alessandro: I think that is a good fit for that area. I like it there. I think it's a bonus because you are going to put less traffic on the road with tractor trailers, getting off the Thruway and I-88, the deliveries will be a lot easier. You're not going through the Town. The only thing that I was looking at is maybe, in the future, I saw like a house there that had some wood, some foliage and everything the blocking the view. I'm just wondering if maybe, eventually, when you do it, I think it was like 848 Duanesburg Road that would maybe put a berm in there with some arborvitaes so they don't have to look at it. That is the only thing I would suggest. Other than that, I like the project.

Mr. Palleschi: It is hard to see on this. This is fairly wooded.

Mr. D'Alessandro: Are you going to leave that?

Mr. Palleschi: Yes. So, the Mohawk Library actually owns this parcel and that is fairly wooded and that will provide the buffer.

Mr. D'Alessandro: So, you are not going to clear cut it, then?

Mr. Palleschi: That's correct.

Mr. D'Alessandro: Thank you, Mr. Chairman.

Chairman Yuille: Mr. Collins?

Mr. Collins: I think it's a good project and I think it's really good for the residents of the Town. If we lose BJ's down there, it's a good place to shop and you need businesses like this that help curb costs. I think it's a great location and I'm looking forward to having it go there. That is all that I have, Mr. Chairman.

Chairman Yuille: Mrs. Flansburg?

Mrs. Flansburg: Just one question that I think that I had last time and I think it was the other person that was with you though, the size of the current one in relation to…

Mr. Palleschi: The current BJ's store that is on Campbell Avenue is 115,000 square feet so, this will actually be slightly smaller at 102,750 square feet. It is slightly smaller. Every one of them, they are a little bit different in size. They actually have a smaller one but this is not the smallest.

Mrs. Flansburg: I think it's a good project and great area. I was a little hesitant as far as where the original entrance was going to be in relation to the entrance to I-88 and I-90, but I look forward to working with you guys through the rest of the project.

Chairman Yuille: Mr. Signore?

Mr. Signore: No comments. I'm good. I know you said there would be fewer parking spots, but in reality, let's just say you had 400, that would be 400 to 600 people at one time in BJ's. I go there a lot and I've never seen that many people and that parking lot is huge. You are not going to see 500 people in BJ's at any one time.

Mr. Palleschi: I would agree.

Chairman Yuille: Mr. Miglucci?

Mr. Miglucci: The BJ's presently now over by the mall, I believe she said there was approximately 150 employees. Is this going to create any new jobs.

Mr. Palleschi: I think those people will move over to here.

Mr. Miglucci: But will it create any additional jobs, do you know off hand?

Unidentified Male: In retail jobs it will probably be relatively close to a wash. There will be temporary construction jobs that we can get you the exact numbers and this will have something that come out for a lot of retailers in Covid where you order online and then go pick up so that is more of a warehouse type job and they are a little bit better paying jobs than someone who is retail use on the floor, the warehouse is a little bit of a better paying job.

Mr. Miglucci: If it creates one more job, I like it. That is all that I have, Mr. Chairman.

Chairman Yuille: I agree with the Board Members. It fits the comp plan that was there and it is in line with all of the other commercial properties that are out there. Pilot and the one across the street from Pilot and I don't have a problem with it. It's a good use for the site. If that land was available, it probably should have gone there originally because we went through all kinds of problems trying to justify how they could put gas down there over the Aquifer and it was not allowed. I have no problems with it and I think it would be a good thing. There's going to be traffic but it's not like church when everyone comes out at once, you are going to get cars coming out little by little and cars going in one at a time. It's like Aldi's over here at the five corners. You see a few cars come out and you see a few cars go in. It's not a steady flow of traffic and I agree with Joe what he said about the parking. I don't think you need that number of parking and if you could adjust it so you could get a route into the gas station and get the cars away from where the pedestrians are walking would be probably be a good thing to look at.

Mr. Palleschi: We are working on that as we speak. We are working with the BJ's team as well. You could come in the main entrance, turn quickly left and then get all the way to gas and then they would exit the same way and of course, there would be signage and then right in front of the breezeway, BJ's has a protection zone where it would be striped and signage just for that reason.

Chairman Yuille: Mr. Comenzo, do you have anything to add?

Mr. Comenzo: We had a lengthy discussion at the last meeting looking at this project. I did circulate a draft resolution on Thursday to the Board members and I don't know if everyone looked at that. I did also send out the TDE contract. We are looking to hire Greenman Pedersen as the TDE. They have a few traffic engineers on staff and are familiar traffic design at that firm. I am still waiting to hear back from the developer in terns of getting that agreement signed.

Mr. Palleschi: I will follow up with them.

Mr. Comenzo: We do want to get them on Board before VHB goes out there and actually does set up their parameters of what we are going to want in terms of counts because we don't want to say you forgot and you should have done this and have to send them back out there. That is all I have. I have the draft resolution here.

Chairman Yuille: Ms. Heinel, do you have anything.

Ms. Heinel: Just one question and maybe it was covered in the last meeting and I was unfortunately sick the last meeting so I couldn't be here. What is going to happen with the old BJ's site?

Mr. Palleschi: We don't know. BJ's does not own the property. They lease so when this is built, they will simply move from here to there. The developer GDP is who will own the property here as well so, BJ's will lease it from that entity. So, we are not sure what will happen with the current BJ's site.

Ms. Heinel: Okay, that is all that I have.

Chairman Yuille: Anybody in the audience have a comment or question about the project? I will give you the opportunity to speak even though it is not a public hearing. At this point, I would entertain a motion for a positive recommendation to the Town Board.

Mr. Miglucci: I will make the motion.

Chairman Yuille: Mr. Miglucci made the motion. Do I have a second?

Mr. Collins: I'll second.

GDP Lville Rotterdam, LLC (Contract Vendee)
880 & 900 Duanesburg Road

Chairman Yuille: Mr. Collins seconds the motion. Are there any questions? Please call the vote.

Marlo Carter: Mr. Collins?

Mr. Collins: Yes.

Marlo Carter: Mrs. Flansburg?

Mrs. Flansburg: Yes.

Marlo Carter: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Marlo Carter: Mr. Signore?

Mr. Signore: Yes.

Marlo Carter: Mr. Miglucci?

Mr. Miglucci: Yes.

Marlo Carter: Chairman Yuille?

Chairman Yuille: Yes.

Motion carried.

Chairman Yuille: If you could get us some information about the waste treatment. Either give me an address or email or website that I can go to. It caught my interest in that.

Mr. Collins: Is that like a package where they build them offsite and then just drop them in?

Mr. Palleschi: Yes, they are underground manholes and they have aerators in there and blowers. It is a sophisticated system but you only see a couple components sticking out of the ground.

Mr. Collins: Thanks.

1. **GDP Lville Rotterdam, LLC (Contract Vendee) – 880 & 900 Duanesburg Road. Discussion on Report and Recommendation to the Town Board on a Change of Zone on ±17.30 acres from Agricultural (A-1) to General Business (B-2). Applicant is proposing construction of a ±102,500 square foot BJ's Wholesale Club with associated eight (8) island fueling station and a ±2,000 square foot retail building with drive thru. Engineer: ABD Engineers, LLP**

Mr. Palleschi: Good evening, Luigi Palleschi with ABD Engineers and Surveyors. Also with me tonight is the applicant with GDP and representative of the applicant as well.

We are here tonight to discuss 900 Duanesburg Road as well as 880 Duanesburg Road. I think most of you are familiar with this site. It is right at the intersection of the I-88 on ramp. To the east you have the library, to the southeast you have Schalmont Schools, over to the west you have the Pilot Truck Stop and across from that is the 7-11 Truck Stop. It is a good commercial corridor here for this property and for BJ's. We all know BJ's is currently in the Town of Rotterdam on Campbell Avenue. That site is over an Aquifer and cannot have gas and that has always been BJ's goal is to also provide gas to its members. When this property came up, they were interested not only to stay in Rotterdam and see if this site could work so, when they brought it to us, we prepared a conceptual site plan as you can see. This will allow them to not only to have gas but build a newer, bigger building and be in this area where you still have visibility being that you are at an intersection with commercial corridor that this has become.

880 is another parcel that is under contract. Both of these parcels are owned by Flying J. So, 880 is the smaller parcel and that would be proposed drive-thru fast-food establishment there. That would be coming off of the main drive off of Route 7. So, what we are proposing here is 102,500 square foot building. It will have the tire center, it will have the gas as I mentioned and it will have propane filling, everything you could ever need or want and similar to what is at the Campbell Avenue site. We are proposing a full curb cut off of Route 7 and we have over 500 parking spaces as laid out with landscaped islands and trees. There is municipal water on Route 7, so we would come in with a new water lateral to serve this. Obviously, the building would be fire sprinklered and we would have access around the entire building for Fire Protection and emergency vehicles. There is no public sewers near this site, as we all know, so we do have areas where we are proposing a wastewater treatment facility. So, BJ's has several facilities like this in all parts of the country and in New York of course and last week I was on a call with their engineer who designs these wastewater treatment facilities and they are pretty sophisticated and they are underground for the most part, but they will have a building structure because of how they aerate under the ground and then they need these blower systems and that building will be sort of back in this location here closer to I-88. We can always provide you the details on that. The facility would probably be around 10,000 gallons per day is our proposed use based on the New York State DEC standards for this size facility.

Storm water, so if you know the lay of the land the site does sit up higher on the easterly side of the site and it all rolls to the West towards the ramp. It is our vision to keep the building up high. Our driveway coming in off of Route 7 and the parking as close to the main entrances the building. And then on the low side we are proposing the storm water management system. Knowing the soils out there we are anticipating a bioretention stormwater practice so, I don't know if most of you are familiar with them but that provides additional plantings within the stormwater area which will obviously meet the DEC stormwater regulations. We do have some street trees lining the I-88 ramp as well as Route 7 to try to beautify this site.

Signage we are proposing 2 signs. It is important to have one right at the ramp in the northwest corner of the site. That would be a pylon sign you know to what you have across the way at the other truck stop facilities. Obviously with gas it is important to display the prices and then there is another one right on Route 7 right next to the main entrance and that would be a smaller sign. We can certainly provide those details as we move forward.

In the back is the loading dock for deliveries. Again, Providing ample turning movement for the tractor trailers and emergency vehicles to get all the way around the building. This has plenty of parking spaces and circulation throughout the site. It was brought to my attention with the team that where we had originally picked and proposed the main entrance, it was considered to possibly move that entrance further east as far away from the intersection as possible. So, late last

week I was able to do some sketches and I do think I can move that entrance as far east as possible. We know we have to work with DOT of course, because Route 7 is a state highway.

So, we can propose and show different sketches and work with DOT to get that driveway as far east as possible, however, what it will do is the drive-thru and restaurant would have to flip flop which isn't the end of the world. It does allow us to be more flexible with that tenant space because we really do not know what is going to go there yet but the vision is to have some sort of drive-thru establishment. So, looking at moving, that driveway east opens up a bigger pad for that out parcel as I call it and provide different connectivity between BJ's parking lot and that drive-thru facility.

Chairman Yuille: You would probably have to consolidate those two lots too.

Mr. Palleschi: either a consolidation or a lot line adjustment is what I was thinking. The first goal was can we fit it just on that parcel 880 and we did keeping it nice and narrow but with this consideration I think we can just flip flop and move the lines if that is what we want to do.

We are here tonight as you know we made application to the town board for a change of zone because this parcel is in an agricultural zone and like the other parcels for the truck stops that those were converted from this agricultural zone to a B-2 zone which allows the gas. We made the application to the town board so we are here to discuss this project with the Planning Commission And hope for that positive recommendation back to the town board but not only talking about the site plan stuff here, I think hopefully we all agree that it is very important to state that BJ's would love to stay in Rotterdam and only going from one location to the other for the gas and be part of this community still.

Just to kind of give you everything that I know, as far as traffic goes, we know that is going to be an item here to discuss VHB has been retained to do the traffic study. They have not done it yet because school is out. School starts this week so they are ready to go next week and get all the traffic data that they need with the school buses and we have copies of the traffic report that was done for the 7-11. So, they will be reviewing that and kind of coordinating it all together. It is a busy intersection but a lot of the residents that travel this would be happy that the BJ's is there and a lot of those trips would be pass by trips. Some would be new trips but a lot of pass by as well because of what is there on Route 7 already.

Further to the east there are two properties that area already zoned B-2, I don't know if most of you are familiar with that, but the one building there is the AAC Chiropractor and For the Love of Bacon. So, that property does go all the way back and it is B-2 zone and it does touch this property. So, as far as you know, the zoning in this area as B-2, you can see the trend from Pilot to 7-11 and what was already done on the easterly side of the site.

That is, it for right now and I will turn it over to the Board, if you have any questions, we are here to answer them.

Chairman Yuille: Mrs. Flansburg?

Mrs. Flansburg: For point of reference, do you happen to know the size of the current BJ's to know the difference between the current one.

Ms. Marsh: I'm going to see if I can find it really quick.

Mr. Palleschi: It's very similar. She is going to look up the square footage.

Mrs. Flansburg: Just so it kind of gives us an idea.

Mr. Palleschi: It's not doubling in size.

Mrs. Flansburg: Would it be similar to the store that is in Colonie, it seems like it's bigger but maybe it's just laid out differently. 500 parking spaces makes me say wow. Can we talk about banking spots for later? Does BJ's need 500 or is it based on just the way our code is and the size of the building.

Mr. Palleschi: It is per code and I am always in favor of banking these parking spaces.

Mrs. Flansburg: If you need them, they can be made available but that is a whole lot of gray area that may not be necessary.

Mr. Palleschi: We would definitely love to consider that if we can save pavement now and bank them for later, if they ever need them.

Mrs. Flansburg: Especially because you are converting, when we make our recommendation to the town board should it move from agricultural to B-2. Fueling station will there be diesel? Is it just regular people coming through?

Mr. Palleschi: It is my understanding it is only geared through the members. I do think there will be diesel because pick up trucks today are diesel.

Mrs. Flansburg: Will tractor trailers…

Mr. Palleschi: No tractor trailers. We need to get tractor trailers through the site for deliveries and also delivery the fuel but right by the station you will see the underground tanks that are proposed.

Mrs. Flansburg: Also, where the fuel is, it seems odd that it is in the back corner but that is how the one is in Colonie too. You have to get all the way into the site and all the way into the back. If you are banking some spaces having it be less dense with parking where cars are going to be fueling and driving off. That is my two cents worth. I think this is a great project. I'm glad they want to stay in Rotterdam. I think they tried do a fueling station at the top of the hill where the car wash is now years ago and it didn't work out and I'm glad this is a solution that hopefully will.

Chairman Yuille: Mr. Signore?

Mr. Signore: I think it's great. This is the type of development that I like to see. It's big in square footage and less impact on the infrastructure. For instance, an area like that I would rather see something like this then 300 homes in addition to the impact on the school with children. This is ideal when you have a big building that come in with a lot of square footage and pays a lot of taxes.

Chairman Yuille: Mr. Miglucci?

Mr. Miglucci: The trucks coming off of I-88 there, they will not have far to travel and we are not taking delivery trucks through the streets of Rotterdam. How many more employees will be hired for this? It looks like it's going to be a bigger operation.

Ms. Marsh: Tiffany Marsh with GDP Lville. There are 75 part-time employees in the store this size and 75 full-time so it's 150 altogether.

Mr. Miglucci: The BJ's that is here now, you're adding on a gas station and a tire facility so it's going to be more people.

Ms. Marsh: There is tire existing now. So, we are adding the gas station. So, for this size it is 75 and I will confirm the square footage, I'm sorry I can't find it quick enough, but I will confirm the square footage of the current and the employee count on the current store for you tomorrow.

Mr. Miglucci: I'm all set.

Chairman Yuille: Mr. Collins?

Mr. Collins: The only question that I have is on the fueling station is there enough room if someone comes in with a big fifth wheel to get around to get gas. That would be my only concern if they could swing the trailer around to get gas and we don't want them to get there and not be able to get gas and get out.

Mr. Palleschi: We are providing like 50' as your approach coming in and this is all geared up, it's all one-way. So, you would come in and you would exit facing the ramp and then you would move around.

Mr. Collins: There is enough room to make the loop?

Mr. Palleschi: Yes, 50' in the front and it looks like 35' on the back side to make that swing out.

Mr. Collins: That was my concern because I have a big fifth wheel.

Mr. Palleschi: The intent would be to get those fifth wheels through here and then back out.

Mr. Collins: I think it's a great project. I'm excited about it. That was my only concern, Mr. Chairman.

Chairman Yuille: Mr. Calder?

Mr. Calder: I hope it works out. Not only does it give us some more tax base over there but it also adds tax base to the building that is being left vacant down there where the BJ's is now. I think that is a plus for the town. I know that that corridor was really busy for a while because they are trying to enforce to keep the tractor trailers off of Route 7 because they were parking out there for the longest time and I know that they are enforcing it and making them move on so it's getting less and less congested which is good. That will add more but there is always a cost when it comes to getting something changed and something new. I like the project and I hope it works out. I really do. That is all that I have.

Chairman Yuille: Mr. D'Alessandro?

Mr. D'Alessandro: You answered the question about the gas and diesel and the store. Are you going to be selling that store. There is a lot of blight down there with Office Max closed up, Average Joe's going, the rental store next door gone, the mall being dead, that is all we are going to need is another empty store down there. Are you selling that?

Mr. Palleschi: BJ's doesn't own that building. It's owned by, I don't know who owns it, it's not owned by BJ's. They are just leasing that building and that land and that would be the same here when they move here.

Mr. D'Alessandro: That is all that I have.

Chairman Yuille: Are you sure about that Luigi? I thought Iovinella sold building a few years ago.

Mr. Palleschi: You are right, Iovinella sold it, but it is my understanding that they sold it to another company.

Chairman Yuille: Okay because they are not going to own this building either, this is going to be owned by your company, right?

Mr. Palleschi: Correct.

Chairman Yuille: Do you have anything else, Mr. D'Alessandro?

Mr. D'Alessandro: That's all that I have.

Chairman Yuille: That was one of the questions that I had is what they were going to do with the building but another company that has it.

Looking at this site would have been a better location for BJ's from day one, if it was available. At that time, it wasn't available. It's much better location for you and I think you will draw more traffic in off of the Thruway and I-88 and people going out that way. The one down next to the mall is tough and we looked at that for years.

The other question that I had was if you flip flop that restaurant to the other side then you are going to have to move that proposed stormwater area, correct?

Mr. Palleschi: Yes, we would. What that will do, I still need a certain surface area for the stormwater bioretention and then the rest may have to go underground, under the parking lot. That is something that is a tradeoff.

Chairman Yuille: I saw this note on the plan that said reserve area for water treatment system. I didn't realize you were going to have a water treatment system.

Mr. Palleschi: I didn't either until last week. So, BJ's and GDL, they use a company called Stantec which manufactures these types of systems and when I was on a conference call with them, it was interesting, I have some documents that I can share with everyone and they will design up to 100,000 per day or 50,000 gallons and one that they shared with me was about 10,000 gallons a day which is about what this is going to use. So, some of these facilities that they have used they have put in the middle of golf courses that not only serve the golf course but a bunch of homes that are surrounding the golf course where odor is important and you don't want it to smell. They have this unit and those are the questions that I asked and when he shared the details with me over the phone, I was actually impressed. Obviously, they have to work with DEC and get it approved and I reserved that area in case they need to pump it to some sort of leach field system. It will get treated and then there are 2 options, if you have the soils to let it go back in the ground or you have to treat it further it would be discharge. So, you could literally discharge it because what he is saying is after it goes through this treatment it is river quality. So, it was interesting as to how they were describing it and the information he sent so far. I have to get some more info from them but they do this all over for a lot of facilities for BJ's.

Chairman Yuille: When you think about Mohonasen for years up until a few years ago, they were always on septic and I believe Schalmont is on septic. They may be coming over and looking at your sites.

Mr. Collins: Will they have a grinder pump in there and everything?

Mr. Palleschi: There will be pumps to pump it into the system and then there is aerators, again, they are underground.

Mr. Collins: It is like a little treatment plant basically.

Mr. Palleschi: It is and these systems need to be in a grassed area because they will sit above grade and it's like a metal lid that you will see and then all of those are interconnected and it goes through, like the only unit you will really see is it looks like a little shed. Just a standard shed and that is where the blowers are.

Mr. Collins: The town has a lot of sewer and they don't really smell. They are odor controlled and you don't really know they are there.

Chairman Yuille: That is like what the Orenco systems were supposed to be like that at one point. They used them at ski resorts and that type of place.

Steve, do you have any questions or comments?

Mr. Valiquette: No, I think I will wait for the review of the traffic study before to making comments and same for the review of the wastewater treatment. That is, it.

Chairman Yuille: Mr. Comenzo?

Mr. Comenzo: No questions and just some comments that need to be coordinated with the attorney to discuss SEQR and some of the issues regarding the timing. So, this Board is going to obviously be making a report and recommendation and we are getting a little bit into the site plan and it sounds like some redesign that is going to have to occur. I did speak with folks at DOT yesterday and sent them the conceptual plan and they said basically the current access would not fly because the proposed the entrance right now is really where the turn lane to get onto I-88 starts and then the further we get away from that intersection obviously, will be looking for a left turn lane and I believe there is one right now that is kind of useless since there are no curb cuts in that area. The fact that they have VHB doing the traffic analysis and they are waiting for school to start, those will get addressed. Lynn brought up the issue with the parking so, our code when it was originally adopted there was not a BJ's where you had these warehouse clubs so there are 500 parking spots proposed. I'm sure BJ's knows how many parking spots based on the current facilities they have in the northeast, how many spots they actually need. So, the Planning Commission has the ability to waive those requirements obviously if you can demonstrate that you only need 300 or whatever the number is, you could work that into the redesign with the building.

You are not constrained by lot lines obviously so if you wanted to flip flop the other commercial building or they wanted to put it on the corner or wherever that would work those design issues you can get to now because there is no engineering right now at this point. The other thing is and this is just from utilizing the BJ's in Colonie there are a lot of people that go just for gas. When you look at this you really want to separate the traffic of people walking in and out with their carts and going into BJ's or possibly this fast-food restaurant and folks that are just going in for gas. I don't think you would want that traffic crossing the pedestrians that are coming in and out of the facility. I know the one in Colonie they have it in the far end but there is no main entrance nearby. I'm looking at this now and wondering how you get back there without getting into the mix with the folks with the carts. So, when you go back in and redesign the site, you might want to look at separating the traffic for the fast-food restaurant and then the gas pumps and try to separate it from the folks that utilize BJ's warehouse. You might be able to do that a lot easier with landscaped islands or something.

Mr. Palleschi: I've already played with shifting that driveway to the east and flip flopping so, with that in mind I'm sure we can come up with something.

Mr. Comenzo: It's early at this point and you still have to go to the Town Board and public hearing and SEQR and there will be some changes between now and when this Board sees it again. But I'm assuming you are looking to come back fairly quickly for a report and recommendation to get the ball rolling.

Mr. Signore: When are you looking to put a shovel in the ground? Spring?

Mr. Palleschi: Probably spring.

Chairman Yuille: They need to get a recommendation first, Joe, they need a zone change.

Mr. Palleschi: We can't start now.

Chairman Yuille: One thing that I have seen that they do and its hard to tell on that but they take those gas pumps and angle them. Like Stewart's did on theirs. It makes it a little easier, especially if you are going in one way and coming out. It might make them easier to get into, but with 50' you might have plenty of room.

Mr. Palleschi: I think we can massage that a little bit.

Chairman Yuille: We will not be doing a motion on that tonight, but we will get some of the information that we need.

Mr. Palleschi: So, what are the next steps. Obviously, we'll keep going with some of these edits to shifting the driveway easterly, work with VHB on the traffic data and then resubmit. This Board would like to hear that before making that recommendation to the Town Board.

Chairman Yuille: Yeah, but you wouldn't have to go through the whole presentation but…

Mr. Comenzo: I guess the question is how comfortable are you moving forward with a report and recommendation. You are not going to be the lead agency. That is going to be the Town Board. You will be an involved agency for SEQR but as far as what is required for traffic study and for all the other studies that will have to be done in terms of the SEQR review, it will not come back to you for a while. I think they are looking for a report and recommendation so that we can get that ball rolling.

Chairman Yuille: So are you suggesting we do that…

Mr. Comenzo: I don't know how long you want to wait. You'll get the traffic and study eventually and if you are not comfortable in making a report and recommendation until the board sees traffic data or if your comfortable deferring and then commenting on the SEQR process and getting the Town Board to do that work. Typically, the Planning Commission is the lead agency but, in this case, there is a change of zone involved and the Town Board needs to look at all those things. The one thing that I do want to mention and it's probably on your list is you probably want to get a TDE on board sooner rather than later because with SEQR component.

Ms. Slevin: Mary Beth Slevin here again, counsel for the applicant. What we would hope to be able to do is to focus on the issue before the Board right now which is the recommendation for the zoning change and that really focuses on the comprehensive plan and how the comprehensive plan contemplates what's being requested by the applicant. With respect to SEQR what we would hope to do is really separate that issue and make sure that the Board has the information that it needs to remain involved as an involved agency while we go through that process with the Town Board. To move forward with the recommendation on the zone change when the Board is comfortable and then to continue on with the work that needs to be done for SEQR to make sure that gets submitted to the Planning Commission, the Town Board and all other involved agencies and make sure we solicit everyone's comments on the data that is developed so it's a comprehensive review and that all comments are considered in the context of a final SEQR review. Just to give it some context.

Chairman Yuille: Let me see how the Board feels about voting on that tonight. Mark?

Mr. D'Alessandro: I'm fine.

Chairman Yuille: Mr. Calder?

Mr. Calder: Yes.

Mr. Comenzo: Tom, I don't think we are at that point yet. We don't have anything prepared.

Chairman Yuille: I thought that is what you just said.

Mr. Comenzo: What I am saying is do you want to see them in 2 weeks or in 2 months.

Chairman Yuille: "Inaudible…"

Mr. Collins: I thought you wanted to know if we were comfortable making the recommendation, Peter.

Mr. Comenzo: Would you be comfortable making a recommendation without them completing a traffic study that has been reviewed by DOT?

Mrs. Flansburg: Yes, but it sounds like there is going to be significant changes.

Mr. Palleschi: We are not here for site plan approval tonight. We understand that we have to make some modifications and we have to address DOT with whatever traffic comments that might come before this but I think the goal tonight would be to get back to the Town Board for the recommendation and if the Board feels comfortable with saying, from my understanding from every Board Member tonight is that you are in favor of this project which requires the change of zone, so, if you are would you feel comfortable to making that recommendation tonight and then we will go to the Town Board. Obviously, with the Town Board…

Chairman Yuille: We do not have the resolution to vote on it tonight. We can hold it for the next meeting.

Mr. Comenzo: If you are comfortable moving forward without having a completed traffic study, which is the biggest issue that I'm looking at, and making a report and recommendation, we can prepare something in the next 2 weeks and have them back in 2 weeks to vote on the draft report and recommendation. I do not have anything drafted tonight and that is why I wrote it up as a discussion on the report and recommendation. I think we wanted to figure out where the Board was on this and it sounds like the Board is favorable with the recommendation so we can work with the attorney and draft some custom language for you to look at prior to the next meeting.

Mr. Palleschi: The sooner the better. 2 weeks would be great.

Chairman Yuille: 2 weeks would be the 19th is our next meeting.

Mrs. Flansburg: Would you like a motion for the TDE.

Chairman Yuille: Yes. At this point, I would entertain a motion to allow the Chairman enter into an agreement for a TDE for this project.

Mrs. Flansburg: I will make that motion.

Chairman Yuille: Mrs. Flansburg made the motion. Do I have a second?

Mr. Signore: I'll second.

Chairman Yuille: Mr. Signore seconds the motion. Are there any questions? Please call the vote.

Marlo Carter: Mr. Collins?

Mr. Collins: Yes.

Marlo Carter: Mrs. Flansburg?

Mrs. Flansburg: Yes.

Marlo Carter: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Marlo Carter: Mr. Calder?

Mr. Calder: Yes.

Marlo Carter: Mr. Signore?

Mr. Signore: Yes.

Marlo Carter: Mr. Miglucci?

Mr. Miglucci: Yes.

Marlo Carter: Chairman Yuille?

Chairman Yuille: Yes.

Motion carried.

Meeting adjourned at 9:06 p.m.

Motion to adjourn the meeting was made by Mr. Collins and Mr. Signore seconded the motion.

Next meeting scheduled for September 19, 2023

Respectfully Submitted,

Marlo L. Carter
Planning Commission Secretary

RESOLUTION NO. 297.23

TO ACCEPT AND AWARD BID FOR ROTTERDAM TOWN HALL BUILDING RENOVATIONS

WHEREAS, Pursuant to notice duly published according to Section One Hundred Three of the General Municipal Law of the State of New York, the Town of Rotterdam on Wednesday, September 13, 2023, posted an official report of all bid submissions received to the Empire State Purchasing Group on BidNet (https://bidnetdirect.com/townofrotterdam). Additionally, the official bid report and all bids were made available in the Office of the Town Clerk for public inspection upon request for the purchase by the Town of Rotterdam of the following:

ROTTERDAM TOWN HALL BUILDING RENOVATIONS

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 does hereby accept and award the bid for Rotterdam Town Hall Building Renovations, Contract No. 1, general construction, plus additive bids 1A, 1B, 1C & 1D, to Bunkoff General Contractors Inc., located at 790 Watervliet-Shaker Road, Latham, New York 12110, at the mutual consent of both the Town and Bunkoff General Contractors Inc. in the amounts: Base Bid of $1,124,000.00, Additive Bid Item No. 1A (Unit Price) $60.00/SF, Additive Bid Item No. 1B (Unit Price) $500.00/SF, Additive Bid Item No. 1C (Unit Price) $25.00/SF, and Alternate Bid Item No. 1D $4,000.00.

SECTION 2. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Rotterdam Town Hall Building Renovations, Contract No. 2, Mechanical, to John W. Danforth Company, located at 5 Liebich Ln, Halfmoon, New York 12065, at the mutual consent of both the Town and John W. Danforth Company in the amount of $177,900.00.

SECTION 3. The Town Board of the Town of Rotterdam does hereby accept and award the bid for Rotterdam Town Hall Building Renovations, Contract No. 3, Electrical, to Empire Electric New York LLC, located at PO Box 13082, Albany, New York 12212, at the mutual consent of both the Town and Empire Electric New York LLC in the amount of $115,300.00.

SECTION 4. The Supervisor of the Town of Rotterdam is hereby authorized to execute a contract with said bidders in accordance with the terms of the bid proposals as submitted. Summary of bid prices are on file in the Town Clerk's office.

SECTION 5. This resolution shall become effective September 27, 2023.

DRAFT

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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:	September 20, 2023
TO:	Town Board
FROM:	James Keith, Senior Building Inspector
TITLE OF REQUEST:	To Accept and Award Bid for Rotterdam Town Hall Building Renovations
TOWN BOARD MEETING:	September 27, 2023
Background Information:	The Town Board called for bids on Town Hall Renovations on August 8, 2023 with a bid opening date of September 12, 2023 at 11:00am.
Evaluation/Analysis:	Proper bidding process took place. Bids were opened September 12, 2023 at 11:00am. A total of 6 bids were submitted for Contract #1 General Construction with the lowest bidder being Bunkoff General Construction. A total of 5 bids were submitted for Contract #2 Mechanical with the lowest bidder being Danforth. A total of 3 bids were submitted for Contract #3 Electrical with the lowest bidder being Empire Electric NY LLC. Barton and Loguidice reviewed all the bid submitted
Recommendation(s):	On the recommendation provided by Barton and Logudice the Town is in the position to award the bid for Contract 1 to Bunkoff General Construction with additive bids 1A, 1B, 1C, 1; Contract 2 to Danforth; and Contract 3 to Empire Electric NY LLC.
Attachment/Document(s):	Bid Results from lowest bidders, and a spreadsheet of all bids submitted.
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	General Municipal Law 103 and Town Purchasing Policy
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

BID FOR TOWN HALL BUILDING RENOVATIONS 2023

BID FOR: Town Hall Building Renovations
DATE OF TB MTG. & RESOLUTION #: 8/9/2023 Res. #260.23
DATE BID PACKETS BECOME AVAILABLE: 8/11/2023

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	BID Amount	Comments
1	9/12/23-10:11 am	DMM	A. Treffesisen & Sons LLC KevinT@treffeisenandson.com	204 Roundhouse Road Oneonta, NY 13820	Kevin Treffeisen	607-432-1655	$146,800.00	Electrical #3
	9/12/23-10:11 am	DMM	A. Treffesisen & Sons LLC KevinT@treffeisenandson.com	204 Roundhouse Road Oneonta, NY 13820	Kevin Treffeisen	607-432-1655	$208,400.00	Mechanical #2
2	9/12/23-10:46 am	DMM	DiGesare Mechanical Inc. warehouse@DeGesareGroup.com	3434 Carman Road Schenectady, NY 12303	Joe Parillo	518-356-2224	$219,000.00	Mechanical #2
3	9/12/23-10:48 am	DMM	CDE Electrical Inc. Gguerin@CDEelectric.net	PO Box 204 685 Vernal Butler Road Cairo, NY 12413	Greg Guerin	518-622-3822	$145,390.00	Electrical #3
4	9/12/23-10:50 am	DMM	Family Danz Mechanical Jreyes@Familydanz.com	40 Pleasant Street Albany, NY 12207	Joe Reyes	518-596-4939	$305,000.00	Mechanical #2
5	9/12/23-10:53 am	DMM	RMB Mechanical Inc. nfiscaletti@RMBMechanicalIny.com	1442 Fern Avenue Schenectady, NY 12306	Nora Fiscaletti	518-813-5120	$205,300.00	Mechanical #2
6	9/12/23-10:55	DMM	Empire Electric New York LLC Arobinson@empireelectric.com	PO.Box 13082 Albany, NY 12212	Amber Robinson	518-945-0500	$115,300.00	Electrical #3
7	9/12/23-10:58	DMM	Gallo Construction Corp Mmcguire@gallogc.com	50 Lincoln Avenue Watervliet, NY 12189	Mike McGuire	518-273-0234	$1,219,300.00	General Construction #1 Alternative Bid Item $8,000.00 for Aluminum Railing

BID FOR TOWN HALL BUILDING RENOVATIONS 2023

# Rec	Dropped off & Time Received @TC Office	Initials	Company/Firm/Email	Address	Contact	Phone #	BID Amount	Comments
8	9/12/23-10:57 am	DMM	AMZ Construction Services, Inc. annalisa@amzinc.net	1234 Main Street PO Box 232 Rotterdam Junction, NY 12150	Annalisa Zappia	518-887-2919	$2,054,000.00	General Construction-#1 Alternative Bid Item $12,000.00 for Aluminum Railing
9	9/12/23-10:57 am	MG	Danforth Cherman@jwdanforth.com	5 Liebich Lane Halfmoon, NY 12065	Ed Haldeman	518-400-1600	$177,900.00	Mechanical-#2
10	9/12/23-10:57 am	MG	MSI Midstate Industries LTD info@midstateltd.com	1105 Catalyn Street Schenectady, NY 12303	James Palma	518-374-1461	$1,415,000.00	General Construction-#1 Alternative Bid Item $3,800.00 for Aluminum Railing
11	9/12/23-10:57 am	MG	Bast Hatfield Construction LLC. jvandish@bastfield.com	1399 Crescent Vischer Ferry Road Clifton Park, NY 12065	John Vandish	518-373-2000	$1,141,000.00	General Construction-#1 Alternative Bid Item $5,000.00 for Aluminum Railing
12	9/12/23-10:57 am	MG	Hoosick Valley Contractors Inc estimating@hoosickvalley.com	52 Melrose Valley Falls Rd Melrose, NY 12121	Brian Fucci	518-235-7108	$1,538,000.00	General Construction-#1 Alternative Bid Item $3,250.00 for Aluminum Railing
13	9/12/23-10:57 am	MG	Bunkoff Genral Contractors, Inc. abunkoff@bunkoffgc.com	790 Watervliet Shaker Rd Latham, NY 12110	Adam Bunkoff	518-786-8666	$1,124,000.00	General Construction-#1 Alternative Bid Item $4,000.00 for Aluminum Railing
	NONE ON BIDNET							

Barton & Loguidice

September 20, 2023

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

Re: Town of Rotterdam
Rotterdam Town Hall Building Renovations
Subj: Recommendation for Award of Contract
File: 904.055.001

Dear Ms. Collins:

We have reviewed the Bids submitted for the above referenced project that were opened at 11:00 a.m. on September 12, 2023 at the Town Clerk's Office, 1100 Sunrise Boulevard, Rotterdam, New York 12306. Six (6) Bids were received for General Construction, five (5) Bids were received for Mechanical Construction, and three (3) Bids were received for Electrical Construction; a tabulation of the Bids is attached.

The apparent low Bidders are as follows:

Contract No. 1 – General Construction – Bunkoff General Contractors, Inc.	$1,124,000.00
Additive Bid Item No. 1A (Unit Price)	$60.00/SF
Additive Bid Item No. 1B (Unit Price)	$500.00/SF
Additive Bid Item No. 1C (Unit Price)	$25.00/SF
Alternate Bid Item No. 1D	$4,000.00
Contract No. 2 – Mechanical Construction – John W. Danforth Company	$177,900.00
Contract No. 3 – Electrical Construction – Empire Electric NY LLC	$115,300.00

Based on discussion with the Contractor and review of the bid submission, it appears there are no errors or omissions in their Bid and they understood the project milestones and the liquidated damages and will enter into a Contract with the Town of Rotterdam if awarded the project.

The Electrical Contractor had an informality in their bid; however, during follow up conversations there was no signature page for the Town provided Statement of Sexual Harassment form and therefore submitted a standard form with signature. Additionally, the Statement of Surety's Intent was missing. The signed Town provided Statement of Sexual Harassment form and Statement of Surety's Intent has been provided and is attached to this letter.

We recommend the Town consult with legal counsel to determine the appropriate course of action should the Town wish to move forward with awarding the bids.

If the Town chooses to proceed with the Contract, B&L recommends the Town of Rotterdam award the Contract to the low Bidder as listed above.

If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

Joshua Conley, R.A.
Project Architect

JDC/jms

Attachments

BID TABULATION

Barton & Loguidice

Owner: **Town of Rotterdam**
Project: **Town Hall Renovation Project**
Contract: **Contract No. 1 - General Construction**
Bid Opening: **September 12, 2023 at 11:00 AM**
Location: **1100 Sunrise Boulevard, Rotterdam, NY 12306**

				Gallo Construction 50 Lincoln Avenue Watervliet, New York 12189		AMZ Construction Services, Inc. 1234 Main Street, PO Box 232 Rotterdam Junction, New York 12150		Mid-State Industries, Ltd 1105 Catalyn Street Schenectady, New York 12303		Bast Hatfield Construction, LLC 1399 Crescent Vischer Ferry Road Clifton Park, New York 12065		Hoosick Valley Contractors, Inc. 52 Melrose Valley Falls Road Melrose, New York 12121		Bunkoff General Contractors, Inc. 790 Watervliet Shaker Road Latham, New York 12110	
ITEM NO.	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**
1-1	Contract No. 1 - General Construction	1	LS	$ 1,219,300.00	$ 1,219,300.00	$ 2,054,000.00	$ 2,054,000.00	$ 1,415,000.00	$ 1,415,000.00	$ 1,141,000.00	$ 1,141,000.00	$ 1,538,000.00	$ 1,538,000.00	$ 1,124,000.00	$ 1,124,000.00
TOTAL BID					**$ 1,219,300.00**		**$ 2,054,000.00**		**$ 1,415,000.00**		**$ 1,141,000.00**		**$ 1,538,000.00**		**$ 1,124,000.00**
Additive Bid Item No. 1A				**$35/SF**		**$30/SF**		**$50/SF**		**$44/SF**		**$39/SF**		**$60/SF**	
Additive Bid Item No. 1B				**$200/SF**		**$65/SF**		**$220/SF**		**$242/SF**		**$167/SF**		**$500/SF**	
Additive Bid Item No. 1C				**$20/SF**		**$33/SF**		**$30/SF**		**$50/SF**		**$10/SF**		**$25/SF**	
Alternate Bid Item 1D				**$8,000.00**		**$12,000.00**		**$3,800.00**		**$5,000.00**		**$3,250.00**		**$4,000.00**	
00 03 73: IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION				✓		✓		✓		✓		✓		✓	
00 03 76: BIDDER'S STATEMENT ON SEXUAL HARASSMENT				✓		✓		✓		✓		✓		✓	
00 04 80: NON-COLLUSIVE BIDDING CERTIFICATION				✓		✓		✓		✓		✓		✓	
00 048 1: STATEMENT OF SURETY'S INTENT				✓		✓		✓		✓		✓		✓	
00 04 84: PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS				✓		✓		✓		✓		✓		✓	
00 04 99: BID SECURITY				5.00%		5.00%		5.00%		5.00%		5.00%		5.00%	

I HEREBY CERTIFY THAT THIS CONTRACT WAS BID IN ACCORDANCE WITH STANDARD COMPETITIVE BIDDING PROCEDURES AND REQUIREMENTS AND THIS TABULATION INCLUDES ALL BIDS RECEIVED AT THE PUBLIC BID OPENING HELD AT THE TIME AND LOCATION NOTED ABOVE.

BID TABULATION

Barton & Loguidice

Owner: **Town of Rotterdam**
Project: **Town Hall Renovation Project**
Contract: **Contract No. 2 - Mechanical Construction**
Bid Opening: **September 12, 2023 at 11:00 AM**
Location: **1100 Sunrise Boulevard, Rotterdam, NY 12306**

				A. Treffesisen & Sons LLC 204 Roundhouse Road Oneonta, New York 13820		DiGesare Mechanical Incorporated 3434 Carman Road Schenectady, New York 12303		Family Danz Mechanical, LLC 404 N. Pearl Street Albany, New York 12207		RMB Mechanical, Inc. 1442 Fern Avenue Schenectady, New York 12306		John W. Danforth Company 5 Liebich lane Halfmoon, New York 12065			
ITEM NO.	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**
1-1	Contract No. 2 - Mechanical Construction	1	LS	$ 208,400.00	$ 208,400.00	$ 219,000.00	$ 219,000.00	$ 305,000.00	$ 305,000.00	$ 205,300.00	$ 205,300.00	$ 177,900.00	$ 177,900.00		$ -
TOTAL BID					**$ 208,400.00**		**$ 219,000.00**		**$ 305,000.00**		**$ 205,300.00**		**$ 177,900.00**		**$ -**
00 03 73: IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION				✓		✓		✓		✓		✓			
00 03 76: BIDDER'S STATEMENT ON SEXUAL HARASSMENT				✓		✓		✓		✓		✓			
00 04 80: NON-COLLUSIVE BIDDING CERTIFICATION				✓		✓		✓		✓		✓			
00 048 1: STATEMENT OF SURETY'S INTENT						✓		✓		✓		✓			
00 04 84: PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS				✓		✓		✓		✓		✓			
00 04 99: BID SECURITY				5.00%		5.00%		5.00%		5.00%		5.00%			

I HEREBY CERTIFY THAT THIS CONTRACT WAS BID IN ACCORDANCE WITH STANDARD COMPETITIVE BIDDING PROCEDURES AND REQUIREMENTS AND THIS TABULATION INCLUDES ALL BIDS RECEIVED AT THE PUBLIC BID OPENING HELD AT THE TIME AND LOCATION NOTED ABOVE.

BID TABULATION

Barton & Loguidice

Owner: Town of Rotterdam
Project: Town Hall Renovation Project
Contract: Contract No. 3 - Electrical Construction
Bid Opening: September 12, 2023 at 11:00 AM
Location: 1100 Sunrise Boulevard, Rotterdam, NY 12306

				A. Treffesisen & Sons LLC 204 Roundhouse Road Oneonta, New York 13820		CDE Electric, Inc. PO Box 204, 685 Vernal Butler Road Cairo, New York 12413		Empire Electric NY LLC PO Box 13082 Albany, New York 12212							
ITEM NO.	**DESCRIPTION**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**	**UNIT PRICE**	**AMOUNT**
1-1	Contract No. 3 - Electrical Construction	1	LS	$ 146,800.00	$ 146,800.00	$ 145,390.00	$ 145,390.00	$ 115,300.00	$ 115,300.00		$ -		$ -		$ -
TOTAL BID					**$ 146,800.00**		**$ 145,390.00**		**$ 115,300.00**		**$ -**		**$ -**		**$ -**
00 03 73: IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION				✓		✓		✓							
00 03 76: BIDDER'S STATEMENT ON SEXUAL HARASSMENT				✓		✓		Form submitted is not the Town's Standard Form							
00 04 80: NON-COLLUSIVE BIDDING CERTIFICATION				✓		✓		✓							
00 048 1: STATEMENT OF SURETY'S INTENT				✓		✓									
00 04 84: PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS				✓		✓		✓							
00 04 99: BID SECURITY				5.00%		5.00%		5.00%							

I HEREBY CERTIFY THAT THIS CONTRACT WAS BID IN ACCORDANCE WITH STANDARD COMPETITIVE BIDDING PROCEDURES AND REQUIREMENTS AND THIS TABULATION INCLUDES ALL BIDS RECEIVED AT THE PUBLIC BID OPENING HELD AT THE TIME AND LOCATION NOTED ABOVE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

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

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

Local Protections

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

Contact the Rotterdam Police Department

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

Empire Electric NY LLC agrees to comply with the non discrimination and harassment in the workplace policy as stated above.

Amber M Robinson

SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

TO: TOWN OF ROTTERDAM
(Owner)

We Have Reviewed The Bid of: EMPIRE ELECTRIC NY, LLC
(Contractor)

of 15 Business Boulevard, Castleton on Hudson, NY 12033
(Address)

for Renovations at Rotterdam Town Hall Building
(Project)

Bids for Which Will be Received On: September 12, 2023
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and materials bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if, for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

ATTEST: Deborah Sutton

RLI Insurance Company

By: Angeliki D. Klein
Surety's Authorized Signature(s)
Angeliki D. Klein, *Attorney-in-Fact*

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Attach Power of Attorney

(Corporate seal, if any. If no seal, write "No Seal" across this place and sign.)

This Form Must Be completed And Submitted with the Bid

END OF SECTION

BUNKOFF GENERAL CONTRACTORS, INC.

GENERAL CONSTRUCTION #1

CONTRACT DOCUMENTS

FOR

TOWN OF ROTTERDAM

ROTTERDAM TOWN HALL BUILDING RENOVATIONS

CONTRACT NO. 1 – GENERAL CONSTRUCTION
~~CONTRACT NO. 2 – MECHANICAL CONSTRUCTION~~
~~CONTRACT NO. 3 – ELECTRICAL CONSTRUCTION~~

TOWN OFFICIALS

MOLLIE A. COLLINS – SUPERVISOR

JACK DODSON – DEPUTY SUPERVISOR
EVAN CHRISTOU – COUNCILPERSON
SAMANTHA MILLER-HERRERA – COUNCILPERSON
JOSEPH C. MASTROIANNI – COUNCILPERSON

DIANE M. MARCO – TOWN CLERK

AUGUST 2023

PREPARED BY:

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

BID PACKAGE SUBMITTED BY:

Name of Company: Bunkoff General Contractors, Inc.
Address: 790 Watervliet-Shaker Rd.
Latham, NY 12110
Phone: (518) 376-2847

It is a violation of the New York state education law, Article 145 §7209 Special Provisions, for any person, unless they are acting under the direction of a licensed professional engineer, architect, landscape architect, or land surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering 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.

SECTION 00 03 01

BIDDER'S CHECKLIST

(All pages of this Section to be completed by
Bidder PRIOR to Bid Submission)

Bid Prices, Page 00 03 70-1 to 00 03 70-6: All blanks appropriately filled in ink with both words and figures, and signed where applicable. ☑

State and Federal Requirements: Each of the following forms must be executed and submitted with Bid:

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00 03 73-1 to 00 03 73-2: Requires Bidder's signature. ☑

BIDDER'S STATEMENT ON NON-DISCRIMINATION AND HARASSMENT (including Sexual Harassment) IN THE WORKPLACE, Page 00 03 76-1 to 00 03 76-7: Requires Bidder's signature. ☑

NON-COLLUSIVE BIDDING CERTIFICATION AND IMMUNITY CLAUSES, Page 00 04 80-1 to 00 04 80-2: Requires Bidder's signature. ☑

STATEMENT OF SURETY'S INTENT, Page 00 04 81-1: Requires completion and signature by Surety's Representative. ☑

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION, Page 00 04 84-1 to 00 04 84-2: Requires completion and signature by Bidder. ☑

BID SECURITY, Page 00 04 99-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND). ☑

NOTE: To Bid multiple Contracts, the Bidder must fill in all associated pages for each specific Contract being Bid.

END OF SECTION

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

TO THE TOWN OF ROTTERDAM:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 1 – General Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Base Bid Item

1. Lump Sum Contract No. 1 – General Construction

One Million One Hundred Twenty-Four Thousand Dollars $1,124,000.00

(Price Written in Words) Dollars Cents (Price Written in Figures)

Additive Bid Items

1. Additive Bid Item No. 1A: Add/Deduct Unit price cost for the repair of the existing brick mortar as described in Section 00 01 60.16.

Add/~~Deduct~~:

Sixty Dollars 60.00

(Price Written in Words) Dollars Cents (Price Written in Figures)

2. Additive Bid Item No. 1B: Add/Deduct Unit price cost for the masonry reconstruction of existing brick as described in Section 00 01 60.16.

Add/~~Deduct~~:

Five Hundred Dollars 500.00

(Price Written in Words) Dollars Cents (Price Written in Figures)

BID FOR CONSTRUCTION OF
CONTRACT NO. 1 – GENERAL CONSTRUCTION

3. Additive Bid Item No. 1C: Add/Deduct Unit price cost for the replacement of existing metal deck as described in Section 00 01 60.16.

(Add)/~~Deduct~~:

Twenty-Five Dollars (Price Written in Words)

25.00 (Dollars / Cents) (Price Written in Figures)

Alternate Bid Item

1. Alternate Bid Item No. 1D: Add/Deduct for the installation of anodized aluminum railing systems as described in Section 00 01.60.17.

(Add)/~~Deduct~~:

Four Thousand Dollars (Price Written in Words)

4,000.00 (Dollars / Cents) (Price Written in Figures)

Acknowledgement of Addenda

Addendum No.	Date Received
1	9/7/23

SECTION 00 03 70

SECTION 00 03 70

BID
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name: Bunkoff General Contractors, Inc.
Contact Name: Adam Bunkoff
Address: 790 Watervliet - Shaker Rd.
City, State, Zip: Latham, NY 12110
Telephone/Fax: 518-786-8866 518-786-0896
Email: abunkoff@bunkoffgc.com
FEIN: (Federal Employee Identification Number) 14-1811121

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

SECTION 00 03 70

BID
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a bid bond* for the sum of _____ ($_____) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated 9/12, 2023 ** A corporation organized under the law of NY State

Adam Burkett
Signature of Bidder

Print Name of Signer of Bid Adam Burkett
Address 790 Watervliet - Shaker Road
Latham, NY 12110

* Cross out designations not applicable.

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:

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

   b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

      The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

Adam Bunkoff — Signature
CEO — Title
Bunkoff General Contractors, Inc — Company Name
9/12/23 — Date

State of New York)
) SS:
County of Albany)

On this 12th day of September, 2023, before me personally came and appeared Adam Bunkoff to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Donna M. Mosher

DONNA M. MOSHER
Notary Public, State Of New York
No. 01M06061524
Qualified In Saratoga County
Commission Expires July 16, 2027

END OF SECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New York State Division of Human Rights (DHR)

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

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

United States Equal Employment Opportunity Commission (EEOC)

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

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

Local Protections

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

Contact the Rotterdam Police Department

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



NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

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

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

Name of Firm: Binkoff General Contractors, Inc.

Signed by: Adam Binkoff Title: CEO

Signature: Adam Binkoff Date: 9/12/23

Email: abinkoff@binkoffgc.com

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

Resolved that Adam Burkoff be authorized to sign and submit the bid or proposal of this corporation for Burkoff General Contractors, Inc. 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 Burkoff General Contractors, Inc corporation at a meeting of its board of directors held on the 12th day of Sept, 2023

(SEAL OF THE CORPORATION)

D Mayo

Signature of Secretary

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

I, Adam Burkoff hereby sign and submit this bid or proposal for Burkoff General Contractors, Inc 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.

Adam Burkoff

Signature of Individual

9/12/23

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: Burkoff General Contractors, Inc.

Signed by: Adam Burkoff Title: CEO

Signature: Adam Burkoff Date: 9/12/23

SECTION 00 04 84

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

1. Contractor hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).

   a) Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.

   b) In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.

2. Qualifications for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the bidder acknowledges that proof of qualifications for exemption are the responsibility of the Contractor to meet with the approval of the state.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   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 its knowledge and belief, wood to be used under this contract award complies with NYS Finance Law Section 165".

FIRM: Burkoff General Contractors, Inc.

By: Adam Burkoff Adam Burkoff

Title: CEO

(CORPORATE SEAL IF ANY)

STATE OF New York)
) SS:
COUNTY OF Albany)

On this 12th day of September, 2023, before me personally came and appeared Adam Bunkoff to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Donna M Mosher

END OF SECTION

DONNA M. MOSHER
Notary Public, State Of New York
No. 01M06061524
Qualified In Saratoga County
Commission Expires July 16, 2027

7.20 PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION
00 04 84-2

SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: TOWN OF ROTTERDAM

We have reviewed the Bid of BUNKOFF GENERAL CONTRACTORS, INC.
(Contractor)

of 790 Watervliet Shaker Road, Latham, New York 12110
(Address)

for Town of Rotterdam Town Hall Building Renovations

Contract No. 1- General Construction
(Project)

Bids for which will be received on September 12, 2023
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest: _____ _____

Steve Blumhagen, Attorney-In-Fact
Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
BUNKOFF GENERAL CONTRACTORS, INC.
790 Watervliet Shaker Road
Latham, New York 12110

SURETY:
(Name, legal status and principal place of business)
FEDERAL INSURANCE COMPANY
202B Hall's Mill Road
Whitehouse Station, New Jersey 08889

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

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

OWNER:
(Name, legal status and address)
TOWN OF ROTTERDAM
1100 Sunrise Boulevard
Rotterdam, New York 12306

BOND AMOUNT: Five Percent of the Amount of Attached Bid (5% Amt Bid)

PROJECT:
(Name, location or address, and Project number, if any)

Town of Rotterdam Town Hall Building Renovations
Contract No. 1- General Construction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of September, 2023

BUNKOFF GENERAL CONTRACTORS, INC.
(Principal) *(Seal)*
(Title) Adam R. Bunkoff, Chief Executive Officer

FEDERAL INSURANCE COMPANY
(Surety) *(Seal)*
(Title) Steve Blumhagen, Attorney-in-Fact

Init.
/
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061110

INDIVIDUAL ACKNOWLEDGEMENT

State of New York)
)
County of)

On the _____ day of _____ ,20 ____ , before me personally came _____

_____, to me known and known to me to be the Individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

_____
Notary Public

CORPORATE ACKNOWLEDGMENTS

State of New York)
)
County of Albany)

On the 8th day of September in the year **2023**, before me personally came **Adam R. Bunkoff** to me known, who, being by me duly sworn, did depose and say that he reside(s) in **Watervliet New York ,** that he is the **Chief Executive Officer** of the **Bunkoff General Contractors, Inc.** the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

Donna M. Mosher
Notary Public

DONNA M. MOSHER
Notary Public, State Of New York
No. 01MO6061524
Qualified In Saratoga County
Commission Expires July 16, 2027

SURETY ACKNOWLEDGEMENT

State of New York)
)
County of ERIE)

On the **8th** day of **September** in the year **2023**, before me personally came **Steve Blumhagen** , to me known, who, being by me duly sworn, did depose and say that he reside(s) in **Erie County, New York** that he is the **Attorney-in-Fact** of the **Federal Insurance Company,** the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

Katherine L. Steiner
Notary Public

KATHERINE L. STEINER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 01/25/2025

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Bradley E. Byer of Albany, New York; April A. Adams, Steve Blumhagen, Lauren Bordonaro, Candace J. Casey-Wnek, Lawrence DiGiulio, Timothy Geiger, Cynthia A. Scharf and Andrew J Tokasz of Buffalo, New York----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 5th day of **November, 2021.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this 5th day of **November, 2021** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this September 8, 2023

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2022

(in thousands)

ASSETS		*LIABILITIES AND SURPLUS TO POLICYHOLDERS*	
Cash and Short Term Investments	$ 123,147	Outstanding Losses and Loss Expenses	$ 9,263,034
United States Government, State and Municipal Bonds	3,769,695	Reinsurance Payable on Losses and Expenses	1,723,796
Other Bonds	5,964,508	Unearned Premiums	2,632,590
Stocks	245,498	Ceded Reinsurance Premiums Payable	360,162
Other Invested Assets	1,979,194	Other Liabilities	471,528
TOTAL INVESTMENTS	12,082,042	TOTAL LIABILITIES	14,471,130
Investments in Affiliates		Capital Stock	20,980
Great Northern Ins. Co.	422,405	Paid-In Surplus	2,711,474
Vigilant Ins. Co	361,723	Unassigned Funds	1,545,403
Chubb Indemnity Ins. Co.	185,044		
Chubb National Ins. Co	194,379	SURPLUS TO POLICYHOLDERS	4,277,857
Other Affiliates	124,046		
Premiums Receivable	1,859,933		
Other Assets	3,519,415		
TOTAL ADMITTED ASSETS	$ 18,748,987	TOTAL LIABILITIES AND SURPLUS	$ 18,748,987

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2022, investments with a carrying value of $512,747,632 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2022.

Sworn before me this March 16, 2023

Senior Vice President

Notary Public

September 19, 2023
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Jaime L. Yates, Notary Public
Philadelphia County
My commission expires September 19, 2023
Commission number 1357070
Member, Pennsylvania Association of Notaries

DANFORTH

MECHANICAL #2

John W. Danhoff

SECTION 00 03 01

BIDDER'S CHECKLIST

(All pages of this Section to be completed by
Bidder PRIOR to Bid Submission)

Bid Prices, Page 00 03 70-1 to 00 03 70-6: All blanks appropriately filled in ink with both words and figures, and signed where applicable. ☑

State and Federal Requirements: Each of the following forms must be executed and submitted with Bid:

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00 03 73-1 to 00 03 73-2: Requires Bidder's signature. ☑

BIDDER'S STATEMENT ON NON-DISCRIMINATION AND HARASSMENT (including Sexual Harassment) IN THE WORKPLACE, Page 00 03 76-1 to 00 03 76-7: Requires Bidder's signature. ☑

NON-COLLUSIVE BIDDING CERTIFICATION AND IMMUNITY CLAUSES, Page 00 04 80-1 to 00 04 80-2: Requires Bidder's signature. ☑

STATEMENT OF SURETY'S INTENT, Page 00 04 81-1: Requires completion and signature by Surety's Representative. ☑

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION, Page 00 04 84-1 to 00 04 84-2: Requires completion and signature by Bidder. ☑

BID SECURITY, Page 00 04 99-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND). ☑

NOTE: To Bid multiple Contracts, the Bidder must fill in all associated pages for each specific Contract being Bid.

END OF SECTION

BID FOR CONSTRUCTION OF
CONTRACT NO. 2 – MECHANICAL CONSTRUCTION
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

TO THE TOWN OF ROTTERDAM:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 2 – Mechanical Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Base Bid Item

1. Lump Sum Contract No. 2 – Mechanical Construction

one hundred seventy seven thousand nine hundred	177,900	00
(Price Written in Words)	Dollars	Cents
	(Price Written in Figures)	

Acknowledgement of Addenda

Addendum No.	Date Received
1	9/07/2023

SECTION 00 03 70

BID
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name:	John W. Danforth Company
Contact Name:	Ed Haldeman, Vice President
Address:	5 Liebich Lane
City, State, Zip:	Halfmoon, New York 12065
Telephone/Fax:	518-400-1600 Office 518-406-1618 Fax
Email:	ehaldeman@jwdanforth.com
FEIN: (Federal Employee Identification Number)	16-0401910

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

SECTION 00 03 70

BID
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a (bid) bond* for the sum of _____ ($_____) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated 09/08, 20 23 **_____

_____

_____

_____
Signature of Bidder

Print Name of Signer of Bid Ed Haldeman, Vice President
Address 5 Liebich Lane
Halfmoon, New York 12065

* Cross out designations not applicable.

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:

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

   b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

   The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

Signature | Vice President (Title)

John W. Danforth Company (Company Name) | 9/8/23 (Date)

State of New York)
) SS:
County of Saratoga)

On this 8th day of September, 2023, before me personally came and appeared Ed Haldeman to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

FAYE RILEY JEAN PIERSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PI6408896
Qualified in SARATOGA County
Commission Expires 09/14/2024

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, an in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

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

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

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

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

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

Name of Firm: John W. Danforth Company

Signed by: Ed Haldeman Title: Vice President

Signature: _____ Date: 9/8/23

Email: ehaldeman@jwdanforth.com

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

Resolved that Ed Heldeman be authorized to sign and submit the bid or proposal of this corporation for John W. Danforth Company 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 John W. Danforth Company corporation at a meeting of its board of directors held on the 25th day of January, 2023

(SEAL OF THE CORPORATION)

Patrick W. McParlane
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: John W Danforth

Signed by: Ed Heldeman Title: Vice President

Signature: _____ Date: 9/8/23

SECTION 00 04 81

STATEMENT OF SURETY'S INTENT

To: Town of Rotterdam, 1100 Sunrise Boulevard, Rotterdam, New York 12306

We have reviewed the Bid of John W. Danforth Company
(Contractor)
of 300 Colvin Woods Parkway, Tonawanda, New York 14150
(Address)
for Rotterdam Town Hall Building Renovations 904.055.001
Contract No. 2 Mechanical Construction
(Project)

Bids for which will be received on September 12, 2023
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest: Hanna Marie Tinkle

Fidelity and Deposit Company of Maryland

Sean P. Keenan

Surety's Authorized Signature(s)
Sean P. Keenan, Attorney-in-fact

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

END OF SECTION

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Edward F. WALSH, Jr., Patrick J. QUINN, John N. WALSH, III, Michael K. WALSH, Beverly A. ZOLNOWSKI, Sean P. KEENAN and Patricia A. STEGER, all of Buffalo, New York,** , its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDE)SIT COMPANY OF MARYLAND,** this 5th day of July, A.D. 2020.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 5th day of July, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

SECTION 00 04 84

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

1. Contractor hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).

   a) Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.

   b) In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.

2. Qualifications for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the bidder acknowledges that proof of qualifications for exemption are the responsibility of the Contractor to meet with the approval of the state.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   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 its knowledge and belief, wood to be used under this contract award complies with NYS Finance Law Section 165".

FIRM: John W. Danforth Company

By: 

Title: Vice President

(CORPORATE SEAL IF ANY)

STATE OF New York)
) SS:
COUNTY OF Saratoga)

On this 8th day of September, 2023, before me personally came and appeared Ed Haldeman to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

FAYE RILEY JEAN PIERSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PI6408896
Qualified in SARATOGA County
Commission Expires 09/14/2024

END OF SECTION

7.20 PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION
00 04 84-2

THE AMERICAN INSTITUTE OF ARCHITECTS

A/A Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

John W. Danforth Company, 300 Colvin Woods Parkway, Tonawanda, New York 14150

as Principal, hereinafter called the Principal, and

Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, Illinois 60196-1056

a corporation duly organized under the laws of the State of Illinois
as Surety, hereinafter called the Surety, are held and firmly bound unto

Town of Rotterdam, 1100 Sunrise Boulevard, Rotterdam, New York 12306

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) Of The Amount Set Forth In The Accompanying Proposal----------

Dollars ($ xxxxxxxxxxxxx),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name. address and description of project)

Rotterdam Town Hall Building Renovations 904.055.001
Contract No. 2 Mechanical Construction

NOW, THEREFORE, If the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligie the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of September, 2023

(Witness)

John W. Danforth Company

(Principal) (Seal)

Jason P. Rudich, Executive Vice President

(Witness)

Fidelity and Deposit Company of Maryland

(Surety) (Seal)

Sean P. Keenan, Attorney-in-fact

ACKNOWLEDGMENT BY PRINCIPAL (IF A CORPORATION)

State of New York)
) ss:
County of Erie)

On this 12th day of September, 2023 before me personally came Jason P. Rudich, who being by me duly sworn, did depose and say that he resides in Marilla, New York, that he is the Executive Vice President of the John W. Danforth Company, the corporation described in and which executed the foregoing 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 by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Kevin F. Laurendi
Notary Public

KEVIN F. LAURENDI
No. 01LA6346040
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 08/08/2024

ACKNOWLEDGMENT BY SURETY COMPANY

State of New York)
) ss:
County of Erie)

On this 12th day of September, 2023 before me personally came Sean P. Keenan, who being by me duly sworn, did depose and say that he resides in Buffalo, New York, that he is the Attorney-in-fact of the Fidelity and Deposit Company of Maryland, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

Alanna Monet Trinkle
Notary Public

ALANNA MONET TRINKLE
No. 01TR6444045
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 11/14/2026

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition
As Of December 31, 2022

ASSETS

Bonds		$ 219,365,765
Stocks		17,619,752
Cash and Short-Term Investments		2,767,685
Reinsurance Recoverable		12,309,422
Federal Income Tax Recoverable		0
Other Accounts Receivable		32,200,768
TOTAL ADMITTED ASSETS		$ 284,263,392

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses		$ 545,031
Ceded Reinsurance Premiums Payable		42,850,834
Remittances and Items Unallocated		0
Payable to parents, subs and affiliates		0
Securities Lending Collateral Liability		0
TOTAL LIABILITIES		$ 43,395,865
Capital Stock, Paid Up	$ 5,000,000	
Surplus	240,867,527	
Surplus as regards Policyholders		240,867,527
TOTAL		$ 284,263,392

Securities carried at $78,455,274 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2022 would be $266,908,407 and surplus as regards policyholders $223,512,542.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2022.

Laura J. Lazarczyk

Corporate Secretary

State of Illinois
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2023.

RYAN HORGAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 10, 2024

Notary Public

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Edward F. WALSH, Jr., Patrick J. QUINN, John N. WALSH, III, Michael K. WALSH, Beverly A. ZOLNOWSKI, Sean P. KEENAN and Patricia A. STEGER, all of Buffalo, New York,** , its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDE)SIT COMPANY OF MARYLAND,** this 5th day of July, A.D. 2020.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 5th day of July, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

SECTION 00 04 99

BID SECURITY

(ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

END OF SECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

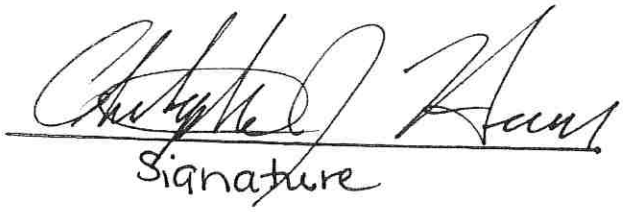
administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

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.



EMPIRE ELECTRIC NEW YORK LLC.

ELECTRICAL #3

CONTRACT DOCUMENTS

FOR

TOWN OF ROTTERDAM

ROTTERDAM TOWN HALL BUILDING RENOVATIONS

CONTRACT NO. 1 – GENERAL CONSTRUCTION
CONTRACT NO. 2 – MECHANICAL CONSTRUCTION
CONTRACT NO. 3 – ELECTRICAL CONSTRUCTION

TOWN OFFICIALS

MOLLIE A. COLLINS – SUPERVISOR

JACK DODSON – DEPUTY SUPERVISOR
EVAN CHRISTOU – COUNCILPERSON
SAMANTHA MILLER-HERRERA – COUNCILPERSON
JOSEPH C. MASTROIANNI – COUNCILPERSON

DIANE M. MARCO – TOWN CLERK

AUGUST 2023

PREPARED BY:

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

BID PACKAGE SUBMITTED BY:

Name of Company:	Empire Electric NY LLC
Address:	PO Box 13082
	Albany, NY 12212
Phone:	518-945-0500

It is a violation of the New York state education law, Article 145 §7209 Special Provisions, for any person, unless they are acting under the direction of a licensed professional engineer, architect, landscape architect, or land surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering 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.

SECTION 00 03 01

BIDDER'S CHECKLIST

(All pages of this Section to be completed by
Bidder PRIOR to Bid Submission)

Bid Prices, Page 00 03 70-1 to 00 03 70-6: All blanks appropriately filled in ink with both words and figures, and signed where applicable. ✓

State and Federal Requirements: Each of the following forms must be executed and submitted with Bid:

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION, Page 00 03 73-1 to 00 03 73-2: Requires Bidder's signature. ✓

BIDDER'S STATEMENT ON NON-DISCRIMINATION AND HARASSMENT (including Sexual Harassment) IN THE WORKPLACE, Page 00 03 76-1 to 00 03 76-7: Requires Bidder's signature. ✓

NON-COLLUSIVE BIDDING CERTIFICATION AND IMMUNITY CLAUSES, Page 00 04 80-1 to 00 04 80-2: Requires Bidder's signature. ✓

STATEMENT OF SURETY'S INTENT, Page 00 04 81-1: Requires completion and signature by Surety's Representative. (W/ Bid bond) ✓

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION, Page 00 04 84-1 to 00 04 84-2: Requires completion and signature by Bidder. ✓

BID SECURITY, Page 00 04 99-1: Attach Bid Security to page labeled "BID SECURITY" (ATTACH HERE - CERTIFIED CHECK, CASH OR BID BOND). ✓

NOTE: To Bid multiple Contracts, the Bidder must fill in all associated pages for each specific Contract being Bid.

END OF SECTION

SECTION 00 03 70

BID FOR CONSTRUCTION OF
CONTRACT NO. 3 – ELECTRICAL CONSTRUCTION
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

TO THE TOWN OF ROTTERDAM:

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, allowances and other facilities and things necessary or proper for or incidental to the construction and completion of Contract No. 3 – Electrical Construction, required by and in strict accordance with the applicable provisions of all Contract Documents for the following lump sum price:

Base Bid Item

1. Lump Sum Contract No. 3 – Electrical Construction

One hundred fifteen thousand three hundred dollars	$115,300	00
(Price Written in Words)	Dollars (Price Written in Figures)	Cents

Acknowledgement of Addenda

Addendum No.	Date Received
#1	9/7/2023

SECTION 00 03 70

BID
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

The signer of this Proposal as Bidder declares that the only person, persons, company or parties interested in the proposal are named in this Proposal; that the Bid is made without any connection with any person making another Bid for the same Contract; that the Bid is in all respects fair and without collusion or fraud; that no officer, agent or employee of the Owner is directly or indirectly interested in the Bid; and that he has carefully examined the annexed form of Contract and Contract Documents.

In accordance with Section 139-d of the State Finance Law, Section 103-d of the General Municipal Law, or Section 2878 of the Public Authorities Law, the Bidder further certifies that: (a) the Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for Bids; and (b) the contents of the Bid have not been communicated by the Bidder nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid. Section 620 of the Penal Law makes violation of this statute a crime punishable as perjury.

If written notice of the acceptance of this Bid is mailed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, or any time thereafter before this Bid is withdrawn, the undersigned will, within five (5) days after the date of such mailing, or delivering of such notice, execute and deliver a contract in the form of Contract attached hereto.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, or delivered:

Company Name:	Empire Electric NY LLC
Contact Name:	Amber Robinson
Address:	PO Box 13082
City, State, Zip:	Albany, NY 12212
Telephone/Fax:	518-945-0500
Email:	arobinson@empireelectricny.com
FEIN: (Federal Employee Identification Number)	87-4451592

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

SECTION 00 03 70

BID
TOWN OF ROTTERDAM
ROTTERDAM TOWN HALL BUILDING RENOVATIONS

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a bid bond* for the sum of 5% of Bid ($_____) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated September 12, 2023 ** Empire Electric NY LLC

co-partners trading and doing business under the firm name and style of

Signature of Bidder

Print Name of Signer of Bid Amber Robinson
Address PO Box 13082
Albany, NY 12212

* Cross out designations not applicable.

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

END OF SECTION

SECTION 00 03 73

IRANIAN ENERGY SECTOR DIVESTMENT CERTIFICATION

1. Contractor/proposer hereby represents that said contractor/proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:

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

   b) Acted as a financial institution and extended $20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

   The Owner will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.

Signature	VP Title
Empire Electric NY LLC Company Name	September 12, 2023 Date

State of New York)
) SS:
County of Albany)

On this 12 day of September, 2023, before me personally came and appeared Michael Winkler to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

AMBER MARIE ROBINSON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6412356
Qualified in Albany County
My Commission Expires 12-28-2024

END OF SECTION

CERTIFICATION OF COMPLIANCE FOR THE PREVENTION OF SEXUAL HARASSMENT

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

[Please Check One]

BIDDER'S CERTIFICATION

☑ 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

☐ I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are:

_____

_____.

Additionally, I hereby certify that I have received a copy of the Sexual Harassment Policy.

The undersigned states: (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Amber Robinson
Signature

Amber Robinson
Printed Name

CEO
Title

9/12/2023
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 certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

Name of Firm: Empire Electric NY LLC

Signed by: Amber Robinson Title: CEO

Signature: Amber Robinson Date: September 12, 2023

Email: arobinson@empireelectricny.com

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

Resolved that Amber Robinson be authorized to sign and submit the bid or proposal of this corporation for Empire Electric NY LLC 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 Empire Electric NY LLC corporation at a meeting of its board of directors held on the 12 day of January, 2023

(SEAL OF THE CORPORATION)

Amber Robinson

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 00 04 84

PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION

1. Contractor hereby certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods).

   a) Which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any government agency or political subdivision or public benefit corporation.

   b) In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor certifies through the submitted bid proposal that any and all subcontractors have been informed and are in compliance with the specification's and provisions regarding use of tropical hardwoods as detailed in Section 165 of New York State Finance law.

2. Qualifications for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. Otherwise, the bid may not be considered responsive. Upon executing this certification the bidder acknowledges that proof of qualifications for exemption are the responsibility of the Contractor to meet with the approval of the state.

3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:

   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 its knowledge and belief, wood to be used under this contract award complies with NYS Finance Law Section 165".

FIRM: Empire Electric NY LLC

By: [signature]

Title: VP

EMPIRE ELECTRIC NY LIMITED LIABILITY COMPANY SEAL 2022 NEW YORK

(CORPORATE SEAL IF ANY)

STATE OF New York)
) SS:
COUNTY OF Albany)

On this 12 day of September, 20 23, before me personally came and appeared Mike Winkler to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Amber Robinson

END OF SECTION

AMBER MARIE ROBINSON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RO6412356
Qualified in Albany County
My Commission Expires 12-28-2024

7.20 PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS CERTIFICATION
00 04 84-2

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Empire Electric NY, LLC
15 Business Boulevard
Castleton on Hudson, NY 12033

SURETY:
(Name, legal status and principal place of business)
RLI Insurance Company
9025 N Lindbergh Dr.
Peoria IL 61615

OWNER:
(Name, legal status and address)
Town of Rotterdam
1100 Sunrise Boulevard
Rotterdam, NY 12306

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

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

BOND AMOUNT: Five Per Cent (5%) of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Renovations at Rotterdam Town Hall Building

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of September, 2023

Scott Richards	Empire Electric NY, LLC
(Witness)	(Principal)
	Mike Warner VP
	(Title)
	RLI Insurance Company
(Witness)	(Surety)
	Angelki D. Klein
	(Title) Angelki D. Klein, Attorney-in-Fact

EMPIRE ELECTRIC NY LLC LIMITED LIABILITY COMPANY SEAL 2022 NEW YORK (Seal)

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS (Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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RESOLUTION NO. 298.23

TO DECLARE LEAD AGENCY FOR SEQR REVIEW FOR THE CHANGE OF ZONE FROM TWO-FAMILY RESIDENTIAL (R-2) TO MULTIPLE-FAMILY (R-3) ON TAX PARCEL #59.6-2-2 KNOWN AS 1696 CRANE STREET

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 declares the Town Board as Lead Agency under 6NYCRR Part 617 SEQR (State Environmental Quality Review) in connection to the proposed change of zone from Two-Family Residential (R-2) to Multiple-Family (R-3), on ±71,003 square feet of the parcel known as 1696 Crane Street, Tax Map No. 59.6-2-2, to convert a three (3) unit building to a four (4) unit.

SECTION 2. The Town Board of the Town of Rotterdam hereby authorizes the Town Planner to prepare, file, publish, and distribute all documents as necessary to comply with 6NYCRR Part 617 SEQR.

SECTION 3. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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:	September 22, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Joanne Schillaci, Zoning Officer
TITLE OF REQUEST:	Declare Lead Agency on Change of Zone from Two-Family Residential (R-2) to Multiple-Family (R-3)
TOWN BOARD MEETING:	September 27, 2023
Background Information:	BD Upstate Construction, Inc. (Byron Diaz) 3561 Guilderland Avenue Schenectady, NY 12306 Change of Zone request on ±71,003 square feet from Two-Family Residential (R-2) to Multiple-Family (R-3) to convert a three (3) unit building to a four (4) unit. Currently, the parcel is known as 1696 Crane Street, Tax Map No. 59.6-2-2.
Evaluation/Analysis:	The proposal is a State Environmental Quality Review (SEQR) Unlisted Action and will require environmental review prior to the Town Board making a decision on the request.
Recommendation(s):	Town Board should Declare Lead Agency, conduct a coordinated SEQR review and authorize Zoning Officer to distribute all documents in accordance with SEQR.
Attachment/Document(s):	Short Environmental Assessment Form (SEAF).
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	6NYCRR Part 617 State Environmental Quality Review
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

1696-1698 Crane Street - BD Upstate Construction Inc.

Name of Action or Project:

1696 Crane Street Town of Rotterdam - Schenectady City School District

Project Location (describe, and attach a location map):

1696-1698 Crane Street

Brief Description of Proposed Action:

Improve the 1.63 acre site which includes a total rebuild of the 1850 Original structure which contained a 3 unit apartment and small real estate office. The project is a continuation/completion of the new building on the original 1850 foot print. The newly constructed building "only" consists of 3 completed units. The 4th unit is unfinished used as storage and is waiting on the R2 to R3 zoning approval.

See attached narrative for recent time lines of town submittals..

Name of Applicant or Sponsor:	Telephone: 845-309-5223 or 518-280-9284
BD Upstate Construction Inc. (Byron Diaz)	E-Mail: upstateconstruction@aol.com

Address:

3561 Guilderland Avenue

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

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

3. a. Total acreage of the site of the proposed action? 1.63 acres
   b. Total acreage to be physically disturbed? See site plan acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.63 acres

4. Check all land uses that occur on, are adjoining or near the proposed action:
   ☐ Urban ☐ Rural (non-agriculture) ☑ Industrial ☑ Commercial ☑ Residential (suburban)
   ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): R2 Multi-Family
   ☐ Parkland

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

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

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

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

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

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

	NO	YES
11. Will the proposed action connect to existing wastewater utilities?		
If No, describe method for providing wastewater treatment: _____	☑	☐
See site plan for engineered septic system		

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

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

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

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

☐ Wetland ☑ Urban ☐ Suburban

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

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

Applicant/sponsor/name: BD Upstate Construction Inc. (Byron Diaz) Date: 09/07/23

Signature: _____ Title: President

PRINT FORM

RESOLUTION NO. 299.23

TO CALL FOR A PUBLIC HEARING ON THE PROPOSED INTRODUCTORY LOCAL LAW __ OF 2023; TO AMEND CHAPTER 270, ZONING, OF THE TOWN CODE, RELATING TO A CHANGE OF ZONE FROM TWO FAMILY RESIDENTIAL (R-2) TO MULTIPLE FAMILY (R-3)

WHEREAS, the Town Board passed Resolution No. 281.23 to recognize the introduction of Introductory Local Law __ of 2023; to amend chapter 270, Zoning, of the town code, relating to a change of zone from Two Family Residential (R-2) to Multiple Family (R-3) and referring the same to the Planning Commission for report and recommendation; and

WHEREAS, the Planning Commission, on September 19, 2023 issued a positive recommendation on the change of zone requested by BD Construction with the next step to call for a public hearing; NOW

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

TOWN OF ROTTERDAM
NOTICE OF HEARING

PLEASE TAKE NOTICE: That the Town Board of the Town of Rotterdam will hold a public hearing at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, at 7:00 p.m. on the 11th day of October 2023 for the following purpose:

> For receipt of comment on the proposed Introductory Local Law No. __ of 2023; to amend chapter 270, Zoning, of the Town Code of the Town of Rotterdam for a change of zone from Two Family Residential (R-2) to Multiple Family (R-3), to convert a three (3) unit building to a four (4) unit.

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

DATED: September 27, 2023
Daily Gazette: Please publish once on September 29, 2023
Town Clerk
Post

DRAFT

SECTION 2. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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:	September 21, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Joanne Schillaci, Zoning Officer
TITLE OF REQUEST:	Call for a Public Hearing on Change of Zone from Two-Family Residential (R-2) to Multiple-Family (R-3)
TOWN BOARD MEETING:	September 27, 2023
Background Information:	BD Upstate Construction, Inc. (Byron Diaz) 3561 Guilderland Avenue Schenectady, NY 12306 Change of Zone request on ±71,003 square feet from Two-Family Residential (R-2) to Multiple-Family (R-3) to convert a three (3) unit building to a four (4) unit. Currently, the parcel is known as 1696 Crane Street, Tax Map No. 59.6-2-2.
Evaluation/Analysis:	Planning Commission issued a positive recommendation on September 19, 2023 on the Change of Zone request.
Recommendation(s):	Town Board should call for a Public Hearing to be held October 11, 2023.
Attachment/Document(s):	Application Materials Planning Commission Report and Recommendation
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	NYS Town Law Article 16 Proposed Local Law of the Year 2023
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

TOWN OF ROTTERDAM CHANGE OF ZONE APPLICATION

Application Fee $1,000

Existing Zone Classification: R-2

Proposed Zone Classification: R-3

PART II
GENERAL INFORMATION

Legal Owner's Name: BD UPSTATE Construction Inc - Byron Diaz
Mailing Address: 3561 Guilderland
City: Schenectady State: NewYork Zip: 12306
Daytime Phone: 845-309-5223 E-mail: upstate construction @ aol.com

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

Owner's Designated Contact: Byron Diaz
Mailing Address: 3561 Guilderland Avenue
City: Schenectady State: NY Zip: 12306
Daytime Phone: 845-309-5223 E-mail: upstateconstruction @ aol.com
Project/Proposal Site Area: (Acres or sq. ft.) 1.63
Assessor Tax Parcel No.(s) of Site: 59.06-2-2
Adjacent Parcels Owned or Controlled and Tax Map Parcel No: (Acres or sq. ft.)

Street Address of Proposed Site (if any): 1696 Crane St.

Describe Existing Use(s) on Proposed Site: (commercial vacant, residential, buildings, well, sewer drainfield, etc.)
Site had 3 units ; 1 office in building
The original building was built in the
1850's - 1 garage on site
See Attachment #1

School District: Schenectady Fire District: District 2

Water Supply: Public

LEGAL INFORMATION

Location of Proposal Site: (General description by which direction and how far from roads and intersections and other community features)
The site is approximately 1500 to 2000
feet from Altamont Avenue
See attached map of area

Name of Public Road(s) Providing Access: Crane Street

Width of Property Fronting on the Existing Public Road in Linear Feet: 220'

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

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

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

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

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

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

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

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

Please see Attatchment #1

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

UTILITIES

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

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

PART III

SURVEYOR/ARCHITECT/ENGINEER VERIFICATION

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

Signed: Christopher Longo, PE Date: 8/7/23
Address: 1000 Duanesburg Road Phone: 518-280-1371
Duanesburg, NY 12056 Zip: 12056

PLEASE AFFIX SURVEYOR/ARCHITECT/ENGINEER SEAL HERE

****

LEGAL OWNER SIGNATURE

****

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

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

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

Name: Byron Diaz
Address: 3361 Guilderland Avenue Schdy NY 12306

Date: 09/07/23
Phone: 845-309-5223
Zip: 12306

Signature of applicant or representative

09/07/23
Date

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Schenectady)

SUBSCRIBED AND SWORN to before me this 7 day of September, 2023

NOTARY SEAL

Frances Nan Lawyer
Notary Signature

Notary Public in and for the State of New ~~York~~
Residing at: 1109 Outer 1 Drive
My appointment expires: 10/31/25

FRANCES NAN LAWYER
Notary Public, State of New York
Qualified in Schenectady County
4605144
My Commission Expires: Oct 31, _____

PLEASE AFFIX NOTARY SEAL HERE

TOWN OF ROTTERDAM

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

LETTER FROM PROPERTY OWNER GRANTING AUTHORIZATION TO ACT

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

I, Byron Diaz, being duly sworn declare that I am the

(PROPERTY OWNER)

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

Tax Parcel Number(s): _____

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

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

Signature (Authorized Representative): _____

Date: 09/07/23

NOTARY

STATE OF NEW YORK) ss:
COUNTY OF Schenectady)
SUBSCRIBED AND SWORN to before me this 7 day of September, 2023

NOTARY SEAL

Frances Nan Lawyer
Notary Signature

Notary Public in and for the State of New York
Residing at: 1109 Outer Drive
My appointment expires: 10/31/25

Rotterdam Change of Zone Application
2 23 23

FRANCES NAN LAWYER
Notary Public, State of New York
Qualified In Schenectady County
4605144
My Commission Expires: Oct 31, _____

Attachment #1

Timeline of Town Submittals:

- August 3, 2022, Request for Town approval R2 To R3 Zoning Change.
- August 10, 2022, Town of Rotterdam Department of Public Works response letter citing Local Law No. 1 of year 2022, Apartment Moratorium, returning the application.
- August 22, 2022, Re-submittal of R2 to R3 zoning change request based on requirements of the "Waiver" exception process as defined in Section 5 of Local Law No. 1 of the year 2022. (No Town action taken on this request).

Discussion:

The current zoning for this 1.6-acre parcel is R2. The original dwelling consisted of 3 (1) bedroom apartments along with a small Real Estate office (American Realty) and had a property type of 230 - 3 Family according to the towns assessment database . To correct the non-conforming state of the building an R3 zoning is required to allow a 4-unit dwelling. This section of Crane Street and this parcel is the second to the last parcel (on the left) in the Town of Rotterdam within the City of Schenectady School district.

This section of Crane street is comprised of several non-conforming dwellings. The parcel to the left 1704 consists of 5 units (see mail boxes) , 1691 consists of 4 units and several other parcels on the street consist of 4–5-unit dwellings. The parcel to the right of 1696 Crane, 1690 Crane is an auto repair business (formally Marco Crane) service. The parcel at 1671 Crane (formally Knickerbocker Furniture) is currently used as an auto repair business and auto salvage yard, and an eye sore.

This entire stretch of Crane Street in the town of Rotterdam currently consists of the following zoning types: R1, R2, B2 and I1. The only vacant land parcel is zoned R1 and the remaining parcels are all R2, B2 and I1 zoned according to the town's assessment database.

By approving this request for R3 zoning it will allow the parcel to come in compliance with its previous use as a 3 unit+ building and potentially allow completion of construction of fourth and final unit in the existing newly constructed building. Approval of R3 zoning will not adversely affect the health, safety, and general welfare of the immediate neighborhood, Town of Rotterdam, or the Mohonasen School District.

The previous building was an eyesore and could not be remodeled to meet current building codes and had to be removed and a new building constructed. This was determined by the orderly de-construction of the top floor and determination that the first-floor wall structure could not support the new 2x6 construction of the second floor and roof trusses. Once the first-floor walls were exposed it showed that there was not consistent 16" on center framing wall structure. An engineering review of the basement walls consisted of (stacked stones) and could not meet current standards for total reconstruction of the buildering. At this point and with consultation with the Town of Rotterdam building department the decision was made to remove the building.

The new building is completed minus the completion of the now un-finished 4th unit. A "CO" has been received from the town for the existing 3 units. This request for approval from R2 to R3 will allow completion of the 4th unit.

The existing new building will more than double the assessed value of the previously assessed building and provide an incentive for other property owners to improve their properties. The Town comprehensive plan modifications should consider a rezoning to R3 of this upper section of Crane street to bring non-conforming parcels into compliance, allow future construction of new dwellings and "clean-up" the parcels in this section of Crane street. This will help to increase the tax base for the town and provide an incentive for other property owners to better maintain their properties.

R TR

Meridian Investment Group I
12 Corncil Rd
Latham, NY 12110

Doc No 2021-6063

21-6826

TRUSTEE'S DEED

THIS INDENTURE made the 17th day of December, Two Thousand and Twenty-One between Howard J. Spink, as Trustee of the Crane St. Associates Trust dated September 1, 2002 with an address of 2488 W Old State Road, Schenectady, NY 12306,

party of the first part,

and

BD Upstate Construction, Inc., a New York Corporation with offices at 3561 Guilderland Avenue, Schenectady, NY 12306,

party of the second part,

WITNESSETH that the Trustees, in consideration of ONE HUNDRED AND THIRTY THOUSAND and no/100 Dollars ($130,000.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, its heirs and assigns all of the Trustees right, title and interest, if any, in and to:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, with the buildings thereon, bounded and described as follows:

BEGINNING at a point in the Town of Rotterdam, County of Schenectady and State of New York, in the Westerly line of Crane Street at a distance of 827.43 feet from the Northerly line of Altamont Avenue, and proceeding thence N 84 degrees – 29' W and along the Northerly line of lands of the Town of Rotterdam a distance of 323.5 feet to a point; thence N 60 degrees 09' E and along the Southerly line of lands of Marco and Dominick a distance of 380.0 feet to a point; thence S 85 degrees – 48' E and continuing along the lands of Marco and Dominick a distance of 33.5 feet to a point; thence S 10 degrees – 34' W and along the Westerly line of Crane Street a distance of 220.0 feet to the point of beginning.

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

BEING THE SAME PREMISES conveyed in a deed from Howard Spink to the Crane St. Associates Trust dated September 1, 2002, Howard J. Spink as Trustee, dated December 4, 2012 and recorded December 7, 2012 in the Schenectady County Clerk's Office in Book 1866 of Deeds at Page 422.

TOGETHER with the appurtenances and also all the estate and rights of the said Trustees in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, its survivors, heirs and assigns of such survivors forever.

AND said party of the first part covenant that they have not done or suffered anything whereby the

Doc No 2021-6065

said premises have been encumbered in any way whatsoever.

SUBJECT to the provisions of Section 13 of the Lien Law of the State of New York.

IN WITNESS WHEREOF, the party of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF

CRANE ST. ASSOCIATES TRUST

By: Howard J. Spink

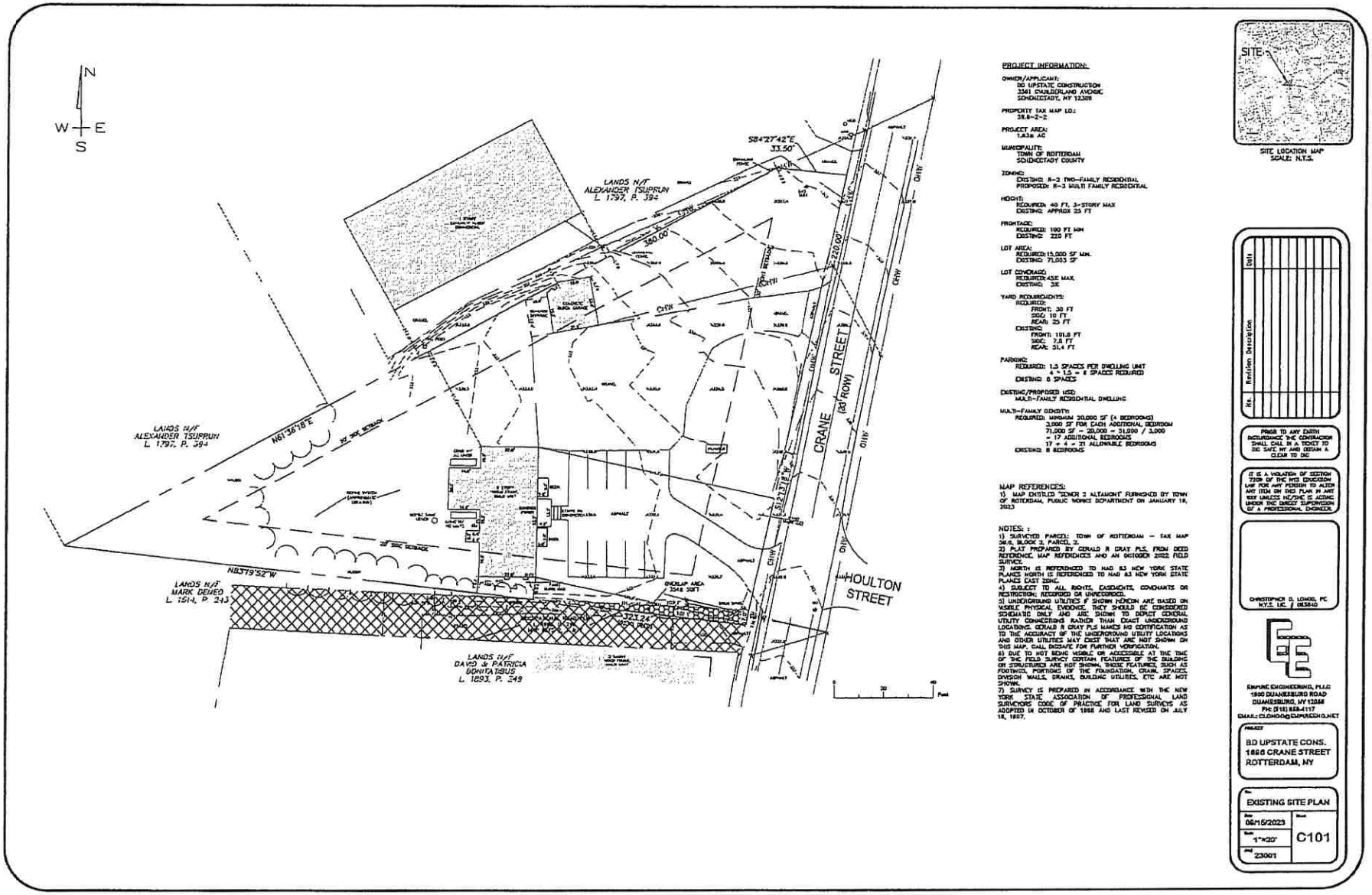
Howard J. Spink, Trustee

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

On the 21 day of December in the year 2021, before me, personally appeared, Howard J. Spink, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

TRACY T. BRUNDEGE
Notary Republic State of New York
01BR6114265
Qualified in Schenectady County
My Commission Expires 8-09-2024



PROJECT INFORMATION:

OWNER/APPLICANT:
BD UPSTATE CONSTRUCTION
3561 CHARLEBOIS AVENUE
SCHENECTADY, NY 12309

PROPERTY TAX MAP I.D.:
38.8-2-2

PROJECT AREA:
1.63± AC

MUNICIPALITY:
TOWN OF ROTTERDAM
SCHENECTADY COUNTY

ZONING:
EXISTING: R-2 TWO-FAMILY RESIDENTIAL
PROPOSED: R-3 MULTI FAMILY RESIDENTIAL

HEIGHT:
REQUIRED: 40 FT, 3-STORY MAX
EXISTING: APPROX 25 FT

FRONTAGE:
REQUIRED: 100 FT MIN
EXISTING: 220 FT

LOT AREA:
REQUIRED: 15,000 SF MIN.
EXISTING: 71,003 SF

LOT COVERAGE:
REQUIRED: 45% MAX.
EXISTING: 3%

YARD REQUIREMENTS:
REQUIRED:
FRONT: 30 FT
SIDE: 10 FT
REAR: 25 FT
EXISTING:
FRONT: 101.8 FT
SIDE: 7.8 FT
REAR: 31.4 FT

PARKING:
REQUIRED: 1.5 SPACES PER DWELLING UNIT
4 × 1.5 = 6 SPACES REQUIRED
EXISTING: 6 SPACES

EXISTING/PROPOSED USE:
MULTI-FAMILY RESIDENTIAL DWELLING

MULTI-FAMILY DENSITY:
REQUIRED: MINIMUM 20,000 SF (4 BEDROOMS)
3,000 SF FOR EACH ADDITIONAL BEDROOM
71,000 SF − 20,000 = 51,000 / 3,000
= 17 ADDITIONAL BEDROOMS
17 + 4 = 21 ALLOWABLE BEDROOMS
EXISTING: 8 BEDROOMS

MAP REFERENCES:
1) MAP ENTITLED "SEWER & ALTAMONT FURNISHED BY TOWN OF ROTTERDAM, PUBLIC WORKS DEPARTMENT ON JANUARY 19, 2023

NOTES: :
1) SURVEYED PARCEL: TOWN OF ROTTERDAM – TAX MAP 38.8, BLOCK 2, PARCEL 2.
2) PLAT PREPARED BY GERALD R GRAY PLS, FROM DEED REFERENCE, MAP REFERENCES AND AN OCTOBER 2022 FIELD SURVEY.
3) NORTH IS REFERENCED TO NAD 83 NEW YORK STATE PLANES NORTH IS REFERENCED TO NAD 83 NEW YORK STATE PLANES EAST ZONE.
4) SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS OR RESTRICTIONS RECORDED OR UNRECORDED.
5) UNDERGROUND UTILITIES IF SHOWN HEREON ARE BASED ON VISIBLE PHYSICAL EVIDENCE. THEY SHOULD BE CONSIDERED SCHEMATIC ONLY AND ARE SHOWN TO DEPICT GENERAL UTILITY CONNECTIONS RATHER THAN EXACT UNDERGROUND LOCATIONS. GERALD R GRAY PLS MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE UNDERGROUND UTILITY LOCATIONS AND OTHER UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THIS MAP. CALL DIGSAFE FOR FURTHER VERIFICATION.
6) DUE TO NOT BEING VISIBLE OR ACCESSIBLE AT THE TIME OF THE FIELD SURVEY CERTAIN FEATURES OF THE BUILDING OR STRUCTURES ARE NOT SHOWN, THOSE FEATURES, SUCH AS FOOTINGS, PORTIONS OF THE FOUNDATION, CRAWL SPACES, DIVISION WALLS, DRAINS, BUILDING UTILITIES, ETC ARE NOT SHOWN.
7) SURVEY IS PREPARED IN ACCORDANCE WITH THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS CODE OF PRACTICE FOR LAND SURVEYS AS ADOPTED IN OCTOBER OF 1998 AND LAST REVISED ON JULY 18, 1997.

No.	Revision Description	Date

PRIOR TO ANY EARTH DISTURBANCE THE CONTRACTOR SHALL CALL IN A TICKET TO DIG SAFE NY AND OBTAIN A CLEAR TO DIG

IT IS A VIOLATION OF SECTION 7209 OF THE NYS EDUCATION LAW FOR ANY PERSON TO ALTER ANY ITEM ON THIS PLAN IN ANY WAY UNLESS HE/SHE IS ACTING UNDER THE DIRECT SUPERVISION OF A PROFESSIONAL ENGINEER.

CHRISTOPHER D. LOMOS, PE
N.Y.S. LIC. # 083840

EMPIRE ENGINEERING, PLLC
1800 DUANESBURG ROAD
DUANESBURG, NY 12068
PH: (518) 828-4117
EMAIL: CLOMOS@EMPIREDPLLC.NET

PROJECT
BD UPSTATE CONS.
1868 CRANE STREET
ROTTERDAM, NY

EXISTING SITE PLAN

Date: 08/15/2023
Sheet: C101
Scale: 1"=20'
Proj: 23001

1. **BD Upstate Construction, Inc. – 1696 Crane Street. Report and Recommendation to the Town Board on a Change of zone on ±71,003 square feet from Two Family Residential (R-2) to Multi-Family Residential (R-3). Applicant is proposing to convert an existing ±3,074 square foot three-unit residential building to a four (4) unit residential building. Engineer: Empire Engineering.**

Chairman Yuille: Can you give us an update and where we are going from here with this?

Mr. Longo: Thank you. Christopher Longo, here from Empire Engineering and also with me tonight is the owner, Byron Diaz from BD Upstate.

The application in front of you is for, I guess I will back up a little bit, the history of this is. Byron purchased the property several years ago and intended renovate the existing structure that had multiple units in it and complications throughout that process with foundation walls, first floor walls, so, through coordination with Code Enforcement and the Town, they rebuilt the structure in the same foundation footprint. So, that is what you see now which if you have driven past here you see a nice freshly redone building. I think it looks really good there along Crane Street.

And the reason that Byron is here in front of this Board but really the Town Board is because of the zoning criteria, the existing zoning district is R-2. This is the zoning map. The yellow is the R-2, two family residential. You see the red and white dashing and that is actually B-2, general business even though it's mainly that residential subdivision to the east.

Here on this site, there were three (3) units in the existing building plus a small retail. So, through code enforcement it was determined that they could rebuild and have three (3) residential units in this structure. There is a fourth area in this building that could be used as a residential multi-family unit, I supposed it could be a retail, I'm not really sure who would, it doesn't really fit for a retail use but it could be but that was in the original building. It was three (3) 1-bedroom apartments and a small real estate office. It was American Realty in the past.

What the application is for is to the Town Board to allow a change of zone to multi-family which would be in keeping with the neighborhood even though you have existing zoning districts of R-2 and general business. Byron had submitted an attachment with his application, there are numerous units adjoining this parcel that are multi-family existing. So, there is several non-conforming structures around the area. This fourth unit would still be in keeping with that character of the neighborhood, however, in order to occupy that fourth unit, Byron would need a change of zone to R-3, multi-family.

As I mentioned, the building has been reconstructed. There has been a parking lot reconstructed and there is plenty parking available for that unit as well. I will entertain any questions you may have.

Chairman Yuille: I'm not sure what the history of the building is but it probably started out as a one family house and then got added onto and not with any change of zone or anything it went to somebody bought it and put a couple of apartments up and then the unit downstairs, not the current owner, but previous owners. The only thing that I would recommend is if you are going to do because I know there was a discussion about wanting to put another building in there, we talked about a sewer line and that type of thing, if you come back with that, the Codes have changed now. We have stricter codes where if you start to do something without a building permit there is some pretty hefty fines that go along with that and doubling of permits. So, you want to make sure you come through the building department and refer it to the Planning Commission for whatever you are going to do.

Let me open it up and we will see where we are going from here.

Mr. Miglucci, anything?

Mr. Miglucci: It looks pretty cut and dry to me it is just a change of zone. It looks pretty simple to me. I really don't have any questions.

Chairman Yuille: Are you saying yes on that?

Mr. Signore?

Mr. Signore: I'm good.

Chairman Yuille: Do you have a reason why you are good with it? It would be helpful to have a reason.

Mr. Signore: It is within the character of what is there already.

Chairman Yuille: Mrs. Flansburg?

Mrs. Flansburg: It took me a minute about who you were. My grandfather actually owned Marco Crane Company so I am really familiar with this building because it was next door growing up and it was always in disrepair. It looks amazing right now and if you have ever been anywhere across the street in the white building, there is like 6 or 8 apartments in there. There are apartments everywhere. I think it definitely fits with the character of the what is around it and I think Marco Crane or the shop that is there now, if it's not industrial it should be. I have no issue with it. I think he has done a great job with what he has done so far. Obviously follow all of the building codes and rules are and getting the proper permitting, but I think he's done an excellent job so far and I think it would fit with there if he was looking to put in a fourth unit.

Chairman Yuille: Mr. Collins?

Mr. Collins: I think it's a good fit for there. Like you stated, there are apartments across the street and next door there is a five unit. The building does look exceptionally nice and better than it was. I am very pleased with it. Like Mr. Yuille stated, in the future if you decide to do something, go through the proper channels and it will be easier on everybody. I am good with it.

Chairman Yuille: Mr. D'Alessandro?

Mr. D'Alessandro: I'm fine with it. I have to say you did a really nice job redoing everything and it looks great. That is all that I have.

Chairman Yuille: The building looks great. I don't have a problem with it going to four (4) units because obviously if you look at it you would say it's a four (4) unit building and the other one just had a lower wing sticking out on the side and I understand because I was talking to the building inspector today about when it was started to take it down, it started to fall apart. You took everything down. They took the foundation and everything out.

Mr. Longo: Correct. The foundation was laid up stone, I believe. So, the ruling or the determination was that it could go in the same footprint of the foundation but everything is new build.

Chairman Yuille: It looks good. The only thing is the current septic system is behind the building.

Mr. Longo: Yes.

Chairman Yuille: If they did put another building, they would have to put it up in front or we did have a meeting about running a sewer line, but you never got back to us on it so, I assumed that it was not cost effective.

Mr. Longo: Correct. A sewer is definitely cost prohibitive here for whatever additional yield that this property could have. Again, it's not the application, any application there this Board would certainly have to see depending on the zone, but that, there is a slew of things that could happen in the future, but yes, this structure here is supported by the septic just one more small building probably still doesn't bring a sewer project over the hill. Unless there was a serious thing going on with the neighborhood where there were some failures and such, I don't see that the sewer would happen here.

Chairman Yuille: I don't either. I agree with you.

Anybody in the audience that has a question or comment about the project? It's not a public hearing, but I thought I would give you an opportunity.

Ms. Heinel, do you have anything to add?

Ms. Heinel: Do you know how many of the properties around you have multi-family structures in them?

Mr. Longo: There is 1704 Crane has 5 units, 1691 has 4, 1696 and then 1690 is the auto repair. At least two (2) directly adjacent and then other parcels on the street adjoining have four (4) and five (5) unit dwellings as well.

Mr. Collins: There is also an apartment house right on Crane Street to the right that has like six (6) units and you have the carport in the back. There is quite a few over there.

Ms. Heinel: What type of tenants are you looking to rent to? Are you going to do any restrictions on who can lease/rent or otherwise or for ages or anything like that?

Mr. Diaz: No restrictions.

Mr. Longo: Market grade if you will.

Ms. Heinel: Do you know what you are looking for the rent cost to be for those apartments?

Mr. Diaz: Around $1,400.

Ms. Heinel: You have septic. Do you have public water?

Mr. Longo: Public water and septic.

Ms. Heinel: Those are all my questions.

Chairman Yuille: Mr. Comenzo?

Mr. Comenzo: No comments, Mr. Chairman.

Chairman Yuille: At this point, I would entertain a motion for positive recommendation.

Mr. Collins: I will make that motion, Mr. Chairman.

Chairman Yuille: Mr. Collins made the motion. Do I have a second?

Mr. Miglucci: I'll second.

Chairman Yuille: Mr. Miglucci seconds the motion. Are there any questions? Please call the vote.

Marlo Carter: Mr. Collins?

Mr. Collins: Yes.

Marlo Carter: Mrs. Flansburg?

Mrs. Flansburg: Yes.

Marlo Carter: Mr. D'Alessandro?

Mr. D'Alessandro: Yes.

Marlo Carter: Mr. Signore?

Mr. Signore: Yes.

Marlo Carter: Mr. Miglucci?

Mr. Miglucci: Yes.

Marlo Carter: Chairman Yuille?

Chairman Yuille: Yes.

Motion carried.

Meeting adjourned at 7:57 p.m.

Motion to adjourn the meeting was made by Mr. Collins and Mr. D'Alessandro seconded the motion.

Next meeting scheduled for October 3, 2023

Respectfully Submitted,

Marlo L. Carter
Planning Commission Secretary

RESOLUTION NO. 300.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH BARTON AND LOGUDICE FOR DESIGN SERVICES FOR THE INSTALLATION OF A NEW GARAGE DOOR AND OPENING INSIDE THE WATER DISTRICT NUMBER 5 GENERATOR BUILDING

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby authorizes the Supervisor to negotiate and execute an agreement with Barton & Loguidice (B&L), located at 10 Airline Drive, Albany, NY 12205, for design services and preparation of construction documents related to new improvements at the Water District Number 5 Generator Building, located at 49 Rice Road, Schenectady, New York 12306, in the amount not to exceed seven thousand five hundred and 00/100 ($7,500.00) dollars.

SECTION 2. This resolution shall become effective on September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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:	September 22, 2023
TO:	Town Board
FROM: Fred Mastroianni, P.E.,	Town Consultant Engineer
TITLE OF REQUEST:	To authorize the Supervisor to enter an Agreement with Barton & Loguidice (B&L) to provide design services for installation of a new garage door and opening inside the Water District Number 5 Generator Building for access to the fuel tank.
TOWN BOARD MEETING:	September 27, 2023
Background Information:	Access to the existing fuel tank inside the building is currently very difficult and by adding an overhead garage door, removal of the tank can be easily accessible along with any other maintenance work that needs to be done in that area. Also, with a new opening inside the building, access to the tank can be provided without the need to open the future garage door.
Evaluation/Analysis:	The cost provided by B&L appears to be reasonable for the level of effort needed to perform the work.
Recommendation(s):	I recommend that the Town Board approve the cost for providing engineering services for the lump sum amount of $7,500.00.
Attachment/Document(s):	See proposal from B&L.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A

LEGISLATION WILL BE PREPARED BY: Supervisor's Office

Barton
&Loguidice

July 28, 2023
Rev#1, 09/21/23

Fred C. Mastroianni, PE
Town Consulting Engineer
Town of Rotterdam
1100 Sunrise Blvd.
Rotterdam, New York 12306

Re: Water District Number 5
Building Modifications
for Proposal for Design Services

Dear Fred,

Thank you for the opportunity to prepare this proposal for preparation of construction documents related to new improvements at the Water District Number 5 Generator Building. This project location is at the Water District Number 5 facilities, located at 49 Rice Road, Schenectady, New York 12306.

Project Understanding:

Task 1 – Generator Building
We understand the project scope is to design the installation of a new 8' high x 8' wide garage door (roll-up), and also to create a new man door opening inside the building 4' wide and 8' high.

Scope of Services:

Per our conversations, and site visit on July 18, 2023, we understand that our scope of services is to prepare basic design drawings for the above proposed tasks. Our scope of services will be limited to architectural and structural design only. No mechanical, plumbing, electrical, fire protection, or site design services are included. Project specifications will be on the drawings, and no book spec will be provided as you will prepare a book spec. B&L has excluded construction administration services from this proposal, and, it is understood that the Town of Rotterdam will be handling Bidding and Construction Administration Services themselves.

Task 1 – Generator Building

As requested, we shall prepare construction documents for the new work for Task 1 as follows:

1. Existing Condition Field Measuring and Documentation.
2. Construction Documents shall including the following:
    a. Code Review Plan.
    b. Demolition Floor Plan.
    c. New Work Plan.
    d. Room Finish and Door Schedule.
    e. Interior Elevations and Details as required for the new work.

f. Miscellaneous Details required for the new work.
g. Specification will be provided on the construction drawings (no book specification will be provided).

3. Bidding and Construction Administrative services during construction are not included in this proposal.
4. Meetings & Site Visits:
   a. B&L will provide One (1) in-person site visit to verify existing condition, and verify the town program.
   b. B&L will provide web meetings to review the documents with the town at:
      i. 90% completion to review final town comments prior to final delivery of the completed documents.

Fee Summary:

We are prepared to provide the above outlined services as a Lump Sum fee as follows:

PROJECT PHASE SERVICE	FEE
Task 1 – Generator Building	$ 7,500

Exclusions and Assumptions:

1. The Town does not have an updated survey, original drawings, and as-built drawings of the buildings requiring an existing conditions site visit to measure and document existing conditions.
2. If requested, the Town shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Work. B&L shall be entitled to rely on the accuracy and completeness of the Town's information.
3. Items that are excluded from our proposal, or which may be considered additional services, or are considered Town expenses, shall include, but not be limited to:
   a. Fees paid for securing approval of State & Federal authorities having jurisdiction over the project.
   b. Life Cycle Cost Analysis for systems alternatives.
   c. FF&E and moveable equipment selections and specifications.
   d. Special Inspections are by others.
   e. LEED Goals are not included, including U.S. Green Building Council LEED Certification or Commissioning.
   f. Services associated with the identification, design or remediation of lead, asbestos, mold or other hazardous environmental aspects are excluded from this scope of work.
   g. Specification will be provided on the construction drawings (no book specification will be provided).
   h. Comcheck, energy modeling, commissioning and testing of systems is excluded.

Additional Services:

In the event additional services should be requested on this project, beyond the above outlined scope, we shall perform such services based on our standard hourly fee structure, and/or prepare an itemized cost proposal at that time, followed by authorization by the Client.

Our services include architectural and structural design services. These services will be provided solely by Barton & Loguidice Engineers and Architects, PLLC. ('B&L').

Thank you for the opportunity to submit this proposal. If you should have any questions or comments regarding this information, please feel free to contact me directly.
If the aforementioned meets with your approval, please sign the authorization below and return to me at your earliest convenience.

Client Authorization:

Client:		Architect:	Barton & Loguidice Engineers & Architects, PLLC
Printed Name:		Prepared By:	Timothy R. Bivens, AIA
Title:		Title:	Vice President
Signature:		Signature:	Timothy R. Bivens
Date:			

RESOLUTION NO. 301.23

TO AUTHORIZE A CHANGE ORDER FOR CONTRACT 1 OF THE SALT STORAGE & YARD WASTE PROCESSING FACILITY PROJECT

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 execute a Change Order, with AMZ Construction Services, Inc., located at 1234 Main Street, PO Box 232, Rotterdam Junction, NY 12150, to extend the contract time of substantial completion to November 17, 2023, and final payment date to January 16, 2024, for Contract No. 1, General Construction on the Salt Storage & Yard Waste Processing Facility project.

SECTION 2. This resolution shall become effective September 27, 2023.

DATED: September 27, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT

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:	September 22, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Larry Lamora, Highway Superintendent
TITLE OF REQUEST:	Authorize Change Order for AMZ Construction Services, Inc. for Extension of Completion of 67 days.
TOWN BOARD MEETING:	September 27, 2023
Background Information:	The Salt Storage Facility, Project No. 904.35.002, general construction contract with AMZ Construction Services, Inc., has a substantial completion date of September 11, 2023, and ready for final payment date of November 10, 2023.
Evaluation/Analysis:	Change Order needs to be authorized by the Town Board for an extension of completion date and ready for final payment date of 67 days. Extending the completion date to November 17, 2023 & the ready for final payment date to January 16, 2024.
Recommendation(s):	Authorize the Supervisor to sign Change Order #3 for each, the general construction (AMZ Construction Services, Inc.).
Attachment/Document(s):	Change Order for AMZ Construction Services, Inc. dated September 27, 2023.
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	None
LEGISLATION WILL BE PREPARED BY:	Supervisors Office

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 3

Date of Issuance: September 27, 2023		Effective Date:	September 27, 2023
Owner:	Town of Rotterdam, New York	Owner's Contract No.:	Contract No. 1
Contractor:	AMZ Construction Services, Inc.	Contractor's Project No.:	
Engineer:	Barton & Loguidice, D.P.C.	Engineer's Project No.:	904.035.002
Project:	Salt Storage & Yard Waste Processing Facility	Contract Name:	General Construction

The Contract is modified as follows upon execution of this Change Order:

Description: Supply labor and material to install additional water line and supply labor to install an additional hydrant. Remobilize asphalt paving crew.

Attachments: *Change Order Proposal #4 Dated 8/30/2023*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 1,570,300.00	Original Contract Times: Substantial Completion: May 31, 2023 Ready for Final Payment: July 30, 2023 dates
Increase/Decrease from previously approved Change Orders No. 1 to No. 2: $ 44,828.93	Increase/Decrease from previously approved Change Orders No. 1 to No. 2: Substantial Completion: 103 Ready for Final Payment: 103 days
Contract Price prior to this Change Order: $ 1,615,128.93	Contract Times prior to this Change Order: Substantial Completion: September 11, 2023 Ready for Final Payment: November 10, 2023 dates
Increase of this Change Order: $ 111,808.62	Increase/Decrease of this Change Order: Substantial Completion: 67 Ready for Final Payment: 67 days
Contract Price incorporating this Change Order: $ 1,726,937.55	Contract Times with all approved Change Orders: Substantial Completion: November 17, 2023 Ready for Final Payment: January 16, 2024 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Senior Staff Engineer	Title	Title
Date: September 27, 2023	Date	Date

Approved by Funding Agency:

By: Date:

Title: