MEETING OF THE
ROTTERDAM TOWN BOARD

October 25, 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

- Discussion regarding CSEA Agreement

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.

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

RESOLUTIONS

319.23 To accept Town Board meeting minutes of October 4, 2023 and October 11, 2023.

320.23 To declare vehicles and equipment obsolete.

321.23 To approve budget transfers to the 2023 budget.

322.23 To adopt a negative declaration on a change of zone application from two-family residential (R-2) to multiple-family (R-3) on tax parcel #59.6-2-2 known as 1696 Crane Street.

323.23 To enact Introductory Local Law No. 12 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 known as 1696 Crane Street, Tax Map No. 59.6-2-2.

324.23 Requesting bids for Special Improvement Project Area Curry Road Sewer Improvement Project.

325.23 To appoint Harry Marx as Chair of the Parks and Recreation Advisory Committee.

326.23 To authorize the Supervisor to execute and sign a Memorandum of Agreement with the Civil Service Employees' Association (CSEA).

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

DRAFT

RESOLUTION 319.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF OCTOBER 4, 2023 AND OCTOBER 11, 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 October 4, 2023 and October 11, 2023 town board meetings as attached.

SECTION 2. This resolution shall become effective October 25, 2023.

DATED: October 25, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE: October 18, 2023
TO: Mollie A. Collins, Supervisor

FROM: Diane M. Marco, Town Clerk

TITLE OF LEGISLATIVE REQUEST: To adopt meeting minutes from the October 4 and October 11, 2023 Town Board Meetings.

TO BE PLACED ON TOWN BOARD AGENDA OF: October 25, 2023.

TO BE PLACED ON TOWN BOARD MEETING OF: October 25, 2023.

Background Information: Attached. To adopt the meeting minutes from the October 4 and October 11, 2023 Town Board Meetings.

Evaluation/Analysis: N/A

Recommendation(s): To place on Town Board agenda and Town Board meeting of October 25,2023.

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

October 5, 2023

Certified Resolutions: #306.23-#309.23 for the year 2023 was duly adopted at the Special Town Board Meeting held at the John F. Kirvin Government Center 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 4, 2023 at 7:00 p.m. Motion #29.23 was made by Councilmember Christou and seconded by Councilmember Miller-Herrera. The Town Board Agenda review meeting began approximately 6:46 p.m. Agenda review was adjourned at approximately 6:53 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 7:15 p.m. by Councilmember Dodson and seconded by Councilmember Christou. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

SPECIAL MEETING OF THE ROTTERDAM TOWN BOARD

October 4, 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.

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTION

29.23 To add resolution 309.23 to the agenda.

RESOLUTIONS

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

RESOLUTIONS

306.23 Presentation by the Town Clerk of the 2024 Tentative Budget to the Town Board.

307.23 To amend Resolution 279.23 of the year 2023; To approve the JCAP 2023-2024 grant for the Justice Court.

308.23 Authorize an agreement with Prime AE for professional engineering services related to a Leak Detection Survey for Water District No. 5.

309.23 To schedule budget workshop sessions for the 2024 tentative budget.

LIAISON REPORTS

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

Town of Rotterdam

1100 Sunrise Boulevard

Special Meeting
Wednesday, October 4, 2023 7:00pm



BY ORDER OF THE ROTTERDAM TOWN BOARD

Diane M. Marco, Town Clerk

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 4, 2023, at 7:00 p.m., the following motion passed:

MOTION 29.23

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to add resolution 309.23 to the agenda.

SECTION 2. This motion shall become effective October 4, 2023.

DATED: October 4, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
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 motion passed by the Town Board of the Town of Rotterdam on October 4, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion 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 October 5, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 4, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 306.23

PRESENTATION BY THE TOWN CLERK OF THE 2024 TENTATIVE BUDGET TO THE TOWN BOARD

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 recognizes the presentation by the Town Clerk of the 2024 tentative budget to the Town Board at this special meeting on October 4, 2023.

SECTION 2. This resolution shall become effective October 4, 2023.

DATED: October 4, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
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 resolution was approved by the Town Board of the Town of Rotterdam on October 4, 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 October 5, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 4, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 307.23

TO AMEND RESOLUTION 279.23 OF THE YEAR 2023;
TO APPROVE THE JCAP 2023-2024 GRANT FOR THE JUSTICE COURT

THEREFORE, UPON MOTION OF Councilmember **CHRISTOU**, seconded by Councilmember **MILLER-HERRERA**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. Section 1 of Resolution 279.23, as amended, is hereby amended and restated to read as follows:

The Town Board of the Town of Rotterdam hereby authorizes the Town of Rotterdam Justice Court to apply for the Justice Court Assistance Program (JCAP) grant in the 2023-2024 grant cycle for up to $30,000.00 dollars, for purchases of office equipment and upgrades in the Town of Rotterdam Justice Court under the New York State Unified Court System.

SECTION 2. This resolution shall become effective October 4, 2023.

DATED: October 4, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
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 motion passed by the Town Board of the Town of Rotterdam on October 4, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion 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 October 5, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 4, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 308.23

AUTHORIZE AN AGREEMENT WITH PRIME AE FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO A LEAK DETECTION SURVEY FOR WATER DISTRICT NO. 5

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 Prime AE, located at 100 Great Oaks Boulevard, Suite 114, Albany, NY 12203, to provide Professional Engineering Services related to the Leak Detection Survey of portions of the Rotterdam Water District No. 5, in the amount not to exceed twenty-six thousand and 00/100 ($26,000.00) dollars.

SECTION 2. This resolution shall become effective on October 4, 2023.

DATED: October 4, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
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 resolution was approved by the Town Board of the Town of Rotterdam on October 4, 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 October 5, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

At the Special public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 4, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 309.23

TO SCHEDULE BUDGET WORKSHOP SESSIONS FOR THE 2024 TENTATIVE BUDGET

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Councilmember **MILLER-HERRERA**,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board of the Town of Rotterdam hereby schedules special meetings as set forth below for purposes of conducting budget workshops in connection with the 2024 tentative budget, and for any other business which may come before the Town Board:

Date	Time	Location
Wednesday, Oct. 11, 2023	5:00 p.m.	Rotterdam Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY 12306
Tuesday, Oct. 17, 2023	7:00 p.m.	Rotterdam Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY 12306 (Side Office 2nd Floor)

SECTION 2. The Town Clerk of the Town of Rotterdam is hereby directed to transmit to the news media, to post on the Town website, to post on the Town Clerk signboard, and to provide written notice to each member of the Town Board not less than 2 days prior to the date designated above for such special meetings, the following notice of special meeting:

TOWN OF ROTTERDAM
NOTICE OF SPECIAL MEETINGS

PLEASE TAKE NOTICE, that the Town Board of the Town of Rotterdam will hold special meetings at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, New York 12306, on the following dates and times, for purposes of conducting budget workshops in connection with the 2024 tentative budget and for any other business which may come before the Town Board.

Wednesday, October 11, 2023 @ 5:00pm
Tuesday, October 17, 2023 @ 7:00pm

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

Dated: October 4, 2023
Town Clerk: Post, Transmit to News Media, Provide Written Notice to Councilmembers

SECTION 3. This resolution shall become effective October 4, 2023.

DATED: October 4, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
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 resolution was approved by the Town Board of the Town of Rotterdam on October 4, 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 October 5, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk



PUBLIC INFORMATION SESSION

October 19, 2023

6:30pm

On Tuesday October 19, 2023 at the Rotterdam Junction Volunteer Firehouse located at 1215 Main St, Rotterdam Junction, NY 12150, there will be a Public Information Session to discuss the Lead Service Line Inventory Survey with residents. Engineers from Prime AE will be on site to provide information and answer questions.

Posted 10/4/2023

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

October 12, 2023

Certified Resolutions: #310.23-318.23 for the year 2023 was duly adopted at the Town Board Meeting held at the John F. Kirvin Government Center 1100 Vinewood Avenue Rotterdam, New York 12306 on Wednesday, October 11, 2023 at 7:00 p.m. The Town Board Agenda review meeting began at approximately 6:51 p.m. Agenda review was adjourned at approximately 6:56 p.m. All agreed to adjourn agenda review. The Town Board Meeting started at approximately 7:00 p.m. until 7:01p.m. Motion #30.23 was made by Councilmember Dodson and seconded by Councilmember Mastroianni. The Town Board Meeting continued at 7:14p.m. and was adjourned at approximately 7:33 p.m. by Councilmember Dodson and seconded by Councilmember Christou. All agreed to adjourn the Town Board Meeting.

All Councilmembers were present

Diane M. Marco

Diane M. Marco, Town Clerk

MEETING OF THE
ROTTERDAM TOWN BOARD

October 11, 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

- Discussion regarding the Rotterdam Police Chief's Association
- Personnel matter relating to Employee No. 10112023

PROCLAMATIONS/PRESENTATIONS
PUBLIC HEARING

- 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. **PUBLIC HEARING CLOSED**

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

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

INTRODUCTION OF MOTIONS, ORDERS AND RESOLUTIONS

MOTIONS

30.23 To go into executive session.

RESOLUTIONS

310.23 To accept Town Board meeting minutes of September 27, 2023.

311.23 To accept revenue for Town Clerk's office for September 2023.

312.23 To negotiate and execute an agreement with Greenman-Pedersen, Inc. (GPI) for professional survey services on the Sartoli Avenue and Rome Avenue drainage improvements project.

313.23 To declare Parks Department vehicles/mower obsolete.

314.23 Authorize deduct Change Order No. 3 with B&D Industries for the Sewer District No. 7 Extension No. 2 project.

315.23 To negotiate and execute an agreement with Labella Associates for professional engineering services related to the GIS Mapping Program.

316.23 To enact Introductory Local Law No. 12 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.

317.23 To authorize the Supervisor to execute and sign a memorandum of agreement with the Rotterdam Police Chief's Association.

318.23 To authorize the Town Supervisor to execute a settlement agreement with respect to employee number 10112023.

MISCELLANEOUS

EXECUTIVE SESSION

ADJOURNMENT

Mollie A. Collins, Supervisor

At the regular scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 11, 2023, at 7:00 p.m., the following motion passed:

MOTION 30.23

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. I make a motion to go into executive session.

SECTION 2. This motion shall become effective October 11, 2023.

DATED: October 11, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
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 motion passed by the Town Board of the Town of Rotterdam on October 11, 2023, and that the foregoing motion is a true and correct transcript of the original motion and of the whole thereof and that said motion 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 October 12, 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 John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION 310.23

TO ACCEPT TOWN BOARD MEETING MINUTES OF SEPTEMBER 27, 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 September 27, 2023 town board meeting as attached.

SECTION 2. This resolution shall become effective October 11, 2023.

DATED: October 11, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
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 resolution was approved by the Town Board of the Town of Rotterdam on October 11, 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 October 12, 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 John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 311.23

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

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

SECTION 1. The Town Clerk's report for the month of September 2023, has been placed on file and the town clerk's check in the amount of four thousand seven hundred forty six dollars and 42/100 ($4,746.42) has been submitted to the supervisor for deposit.

SECTION 2. This resolution shall become effective October 11, 2023

DATED: October 11, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
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 resolution was approved by the Town Board of the Town of Rotterdam on October 11, 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 October 12, 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 John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 312.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH GREENMAN-PEDERSEN, INC. (GPI) FOR PROFESSIONAL SURVEY SERVICES ON THE SARTOLI AVENUE AND ROME AVENUE DRAINAGE 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 survey services related to the Sartoli Avenue and Rome Avenue Drainage Improvements Project, in the amount not to exceed three thousand eight hundred fifty and 00/100 ($3,850.00) dollars.

SECTION 2. This resolution shall become effective October 11, 2023.

DATED: October 11, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
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 resolution was approved by the Town Board of the Town of Rotterdam on October 11, 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 October 12, 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 John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 313.23

TO DECLARE PARKS DEPARTMENT VEHICLES OBSOLETE

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

2002 Ford F150 (VIN #: 2FTRX172X2CA43935)
2002 Chevy Silverado (VIN#:1GCEC14V72Z317720)
1992 Ford New Holland Tractor (Control # 13512)

SECTION 2. This resolution shall become effective October 11, 2023.

DATED: October 11, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
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 resolution was approved by the Town Board of the Town of Rotterdam on October 11, 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 October 12, 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 John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 314.23

AUTHORIZE DEDUCT CHANGE ORDER NO. 3 WITH B&D INDUSTRIES FOR THE SEWER DISTRICT NO. 7 EXTENSION NO. 2 PROJECT

THEREFORE, UPON MOTION OF Councilmember **DODSON**, seconded by Supervisor **COLLINS**,
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 B&D Industries, located at 65 Washington St, Rensselaer, NY 12144, for the remaining allowance for the Sewer District No. 7, Extension No. 2 Carman Road project, for a deduction in the amount of twelve thousand two hundred twelve and 10/100 ($12,212.10) dollars, for a new total contract amount not to exceed three hundred thirty three thousand two hundred eight and 90/100 ($333,208.90) dollars.

SECTION 2. This resolution shall become effective October 6, 2023.
DATED: October 6, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
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 resolution was approved by the Town Board of the Town of Rotterdam on October 11, 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 October 12, 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 John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 315.23

TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH LABELLA ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE GIS MAPPING PROGRAM

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 LaBella Associates located at 4 British American Boulevard Latham, NY 12110, for professional engineering services related to the GIS Mapping Program, for a term of 5 years commencing in 2023, for a lump sum, paid out according to the time line fee schedule attached, not to exceed three hundred sixty-three thousand and 00/100 ($363,000.00) dollars.

SECTION 2. This resolution shall become effective October 11, 2023.
DATED: October 11, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
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 resolution was approved by the Town Board of the Town of Rotterdam on October 11, 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 October 12, 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 John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 316.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 12 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

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

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 12 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 October 11, 2023.

DATED: October 11, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
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 resolution was approved by the Town Board of the Town of Rotterdam on October 11, 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 October 12, 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 John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 317.23

TO AUTHORIZE THE SUPERVISOR TO EXECUTE AND SIGN A MEMORANDUM OF AGREEMENT WITH THE ROTTERDAM POLICE CHIEF'S ASSOCIATION

THEREFORE, UPON MOTION OF Councilmember **DODSON,** seconded by Councilmember **MILLER-HERRERA**,

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 and sign a memorandum of agreement between the Town of Rotterdam and the Rotterdam Police Chief's Association.

SECTION 2. This resolution shall become effective October 11, 2023

DATED: October 11, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
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 resolution was approved by the Town Board of the Town of Rotterdam on October 11, 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 October 12, 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 John F. Kirvin Government Center, 1100 Sunrise Boulevard, Rotterdam, New York 12306 on Wednesday, October 11, 2023, at 7:00 p.m., the following resolution was duly adopted:

RESOLUTION NO. 318.23

TO AUTHORIZE THE TOWN SUPERVISOR TO EXECUTE A SETTLEMENT AGREEMENT WITH RESPECT TO EMPLOYEE NUMBER 10112023

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 execute the Settlement Agreement between the Town of Rotterdam and the Civil Service Employees Association Town of Rotterdam Unit #8504.

SECTION 2. This resolution shall become effective October 11, 2023.

DATED: October 11, 2023

NAME	AYES	NOES	ABSTAIN
Christou	X		
Miller-Herrera	X		
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 resolution was approved by the Town Board of the Town of Rotterdam on October 11, 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 October 12, 2023.

Diane M. Marco

Diane M. Marco, Town Clerk

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

RESOLUTION NO. 320.23

TO DECLARE VEHICLES AND 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 Towns Senior Building Inspector, hereby declares the following vehicles obsolete and authorizes that it be sold at auction:
1994 Ford L8000 Dump Truck (VIN# 1FDYK82EXRVA20675)
2016 Ford (VIN# 1FM5K8AR7GGC67175)

SECTION 2. The Town Board of the Town of Rotterdam, on the advice and recommendation of the Highway Superintendent, hereby declares the following vehicles and equipment obsolete and authorizes that it be sold at auction:
1996 Ford Model F800 Grapple Truck (VIN# 1FDYF80E1TVA10390)
2004 Elgin Eagle 4-Wheel Sweeper (VIN# 49HAADBV57DX57916)
2001 Freightliner Model FL80 (VIN# 1FVABXAK31HH65639)
Rubber Tire Excavator 495D (Model #CK495DS001038)
Ingersoll Air Compressor (Tow Behind)
JNC 1224 Jump Pack
21" Power Smart Push Lawn Mowers
Murray Push Mower
2-Way Radios

SECTION 3. This resolution shall become effective October 25, 2023.

DATED: October 25, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	October 18, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Larry LaMora, Highway Superintendent
TITLE OF REQUEST:	Declare Highway Equipment Obsolete
TOWN BOARD MEETING:	October 25, 2023
Background Information:	The Highway Department has a 1996 Ford Model F800 Grapple Truck, 2004 Elgin Eagle 4-Wheel Sweeper, 2001 Freightliner model FL80, Rubber Tire Excavator 495D, Tow Behind Ingersoll Air Compressor, JNC 1224 Jump pack, Murray Push Mower, (2) 21" Power Smart Push Lawn Mowers, & (46) 2-Way Radios that are worn and past life expectancy and/or are no longer in running condition.
Evaluation/Analysis:	Declare attached items obsolete and allow items to be sold at auction.
Recommendation(s):	Declare attached list of equipment obsolete.
Attachment/Document(s):	List of equipment
Compliance with Purchasing Policy:	Yes
Effect(s) on Existing Law(s):	General Municipal Law §§103,104-b
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

Highway Obsolete Equipment

Qty	Equipment	VIN #
1	1996 Ford Model F800 Grapple Truck	1FDYF80E1TVA10390
1	2004 Elgin Eagle 4-Wheel Sweeper	49HAADBV57DX57916
1	2001 Freightliner Model FL80	1FVABXAK31HH65639
1	Rubber Tire Excavator 495D	CK495DS001038
1	Ingersoll Air Compressor (Tow Behind)	
1	JNC 1224 Jump Pack	
2	21" Power Smart Push Lawn Mowers	
1	Murray Push Mower	
46	2-Way Radios	

TOWN OF ROTTERDAM

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LEGISLATIVE REQUEST FORM

DATE:	October 18, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	James Keith, Sr. Building Inspector
TITLE OF REQUEST:	Authorization to Declare Vehicles Obsolete
TOWN BOARD MEETING:	October 25, 2023
Background Information:	Declare the attached vehicles obsolete due to needing repairs that are not cost effective to the Town.
Evaluation/Analysis:	Vehicles listed are no longer operational and would not be cost effective to repair.
Recommendation(s):	Town Board to authorize the disposal of the vehicles listed at auction.
Attachment/Document(s):	List of Obsolete Vehicles
Compliance with Purchasing Policy:	N/A
Effect(s) on Existing Law(s):	N/A

LEGISLATION WILL BE PREPARED BY:

UP FOR AUCTION

Water/Sewer Maintenance

- **1994 Ford L8000 Dump Truck -Green –Engine is bad and rear main seal is bad - 1FDYK82EXRVA20675**

Sewer Department

- **2016 Ford -Black-Blown Engine-1FM5K8AR7GGC67175**

RESOLUTION NO. 321.23

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	A5010 4900	FROM:	Hwy Building Repair	-500.00
General	A5010 4400	INTO:	Repair Office Machine	+500.00
General	A7110 4153	FROM:	Parks Improvements	-3,500.00
General	A7110 4904	INTO:	Maintenance & Supplies	+3,500.00

SECTION 2. This resolution shall become effective October 25, 2023.

DATED: October 25, 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: **October 20, 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 October 25, 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 October 25, 2023 and approve the transfer.

Attachment/Document(s): Memo: Highway Department

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

Memorandum

To: Mollie Collins, Supervisor

From: Larry Lamora, Highway Superintendent

Subject: Budget Transfer

Date: October 11, 2023

Please transfer the following funds to cover 2023 expenses:

From: A5010-4900 Hwy Building Repair	**Amount: -$500.00**
To: A5010-4400 Hwy Repair Office Machines	**Amount: +$500.00**

Thank you,

Larry Lamora
Highway Superintendent

Cc: Marcus Montgomery
Paul Sebesta

Memorandum

To: Megan Griffin, Confidential Secretary

From: Morgan Coryer, Coordinator of Parks & Senior Programs

Subject: Budget Transfer

Date: October 18, 2023

Please transfer the following funds to cover expenses:

From	**A7110 4153 Parks Improvements**	**Amount:** $3500.00
To	**A7110 4904 Maintenance & Supplies**	**Amount:** $3500.00

Thank you.

RESOLUTION NO. 322.23

TO ADOPT A NEGATIVE DECLARATION ON A CHANGE OF ZONE APPLICATION 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 herby adopts the Negative Declaration dated October 25, 2023, as prepared by the Senior Planner, 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.

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 October 25, 2023.

DATED: October 25, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

TOWN OF ROTTERDAM

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

LEGISLATIVE REQUEST FORM

DATE:	October 17, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Joanne Schillaci, Zoning Officer
TITLE OF REQUEST:	Issuance of a SEQR Negative Declaration - Change of Zone from Two-Family Residential (R-2) to Multiple-Family (R-3)
TOWN BOARD MEETING:	October 25, 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 declared Lead Agency and conducted a coordinated SEQR review. Town Board should consider adoption of the Draft Negative Declaration as prepared by the Senior Planner and authorize the Senior Planner or Zoning Officer to distribute all documents in accordance with SEQR.
Attachment/Document(s):	Short Environmental Assessment Form (SEAF) 1 & 2. Draft Negative Declaration
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: upstatecontruction@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

Agency Use Only [If applicable]

Project: Diaz R-3 COZ Crane Street

Date: October 25 2023

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

Agency Use Only [If applicable]

Project: Diaz R-3 Crane Street

Date: October 25, 2023

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Rotterdam Town Board	October 25, 2023
Name of Lead Agency	Date
Mollie A. Collins	Town Supervisor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

TOWN OF ROTTERDAM

Mollie A. Collins, Supervisor
Jack Dodson, Deputy Supervisor
Joseph C. Mastroianni, Councilmember
Samantha Miller-Herrera, Councilmember
Evan Christou, Councilmember

John F. Kirvin Government Center • 1100 Sunrise Boulevard • Rotterdam, NY 12306
Telephone: 518-355-7575 Ext.326 • Fax: 518-355-7976 • Website: www.rotterdamny.org

6NYCRR PART 617
State Environmental Quality Review
NEGATIVE DECLARATION
Notice of Determination of Non-Significance

Date: October 25, 2023

This notice has been prepared in accordance with Article 8 of the Environmental Conservation Law by the Town of Rotterdam Department of Public Works Department
(Reference: 6 NYCRR 617.5 Unlisted Action)

SEQRA Status:	Type I	( )
	Type II	( )
	Unlisted	(X)
Conditioned Negative Declaration:	Yes	( )
	No	(X)

Owner: BD Upstate Construction Inc.
c/o Byron Diaz
3561 Guilderland Avenue
Schenectady, NY 12306

Tax Map Number(s): #59.06-2-2

Project Location: 1696 Crane Street

Schenectady, NY 12303

Zoning: Change of Zone from Two-Family Residential (R-2) to Multiple-Family (R-3)

Action: 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.

Reasons Supporting This Determination:
(See 617.7(a)-(c) for requirements of this determination)

This project is an Unlisted Action and the Town conducted as a SEQR coordinated review. The applicant has supplied an Environmental Assessment Form and the Town Board has or has caused to complete Part 2 of this checklist.

The Change of Zone request concerns a parcel known as 1696 Crane Street, Tax Map No. 59.6-2-2. The building was previously in disrepair and originally contained three (3) residential units and plus one (1) office space previously utilized by a real estate agency. During reconstruction efforts by the current owner, it was determined that the existing stone foundation was compromised, the structure was unstable, and demolition was necessary. When the building was reconstructed, it was determined by the Town of Rotterdam Building and Code Enforcement personnel that the applicant could replace the preexisting non-conforming structure with three (3) residential units.

The applicant received a positive report and recommendation from Planning Commission on the Change of Zone request.

The applicant would like the Town Board to allow for an existing 714 s.f. storage space to be converted into a fourth (4^{th}) residential unit. Numerous parcels surrounding the property contain multi-family dwelling units despite the R-2 and B-2 zoning. For example, the property known as 1704 Crane Street has five (5) residential units and 1691 Crane Street has four (4) residential units. The property directly adjacent to the applicant's parcel has at least two (2) residential units. The property is served by public water and an on-site septic system. There is sufficient land area to upgrade the existing septic system, if necessary to accommodate the fourth residential unit.

After a review of the applicable modifications, Environmental Assessment Form, and comments received on this proposal, the Town Board of the Town of Rotterdam has determined that this proposal will not have a significant adverse impact on the environment.

The Town Board has considered the following criteria to determine if this proposal has significant adverse impacts on the environment:
(i) a substantial adverse change in existing air quality, ground or surface water quality or quantity, traffic or noise levels; a substantial increase in solid waste production; a substantial increase in potential for erosion, flooding, leaching or drainage problems;

(ii) the removal or destruction of large quantities of vegetation or fauna; substantial interference with the movement of any resident or migratory fish or wildlife species; impacts on a significant habitat area; substantial adverse impacts on a threatened or endangered species of animal or plant, or the habitat of such a species; or other significant adverse impacts to natural resources;
(iii) the impairment of the environmental characteristics of a Critical Environmental Area.
(iv) the creation of a material conflict with a community's current plans or goals as officially approved or adopted;
(v) the impairment of the character or quality of important historical, archaeological, architectural, or aesthetic resources or of existing community or neighborhood character;
(vi) a major change in the use of either the quantity or type of energy;
(vii) the creation of a hazard to human health;
(viii) a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses;
(ix) the encouraging or attracting of a large number of people to a place or places for more than a few days, compared to the number of people who would come to such place absent the action;
(x) the creation of a material demand for other actions that would result in one of the above consequences;
(xi) changes in two or more elements of the environment, no one of which has a significant impact on the environment, but when considered together result in a substantial adverse impact on the environment; or

(xii) two or more related actions undertaken, funded or approved by an agency, none of which has or would have a significant impact on the environment, but when considered cumulatively would meet one or more of the criteria in this subdivision.

The Town Board has also considered the reasonably related long-term, short-term, direct, indirect and cumulative impacts, including other simultaneous or subsequent actions, which are:
(i) included in any long-range plan of which the action under consideration is a part;
(ii) likely to be undertaken as a result thereof; or
(iii) dependent thereon.
(3) The significance of a likely consequence (i.e., whether it is material, substantial, large or important) has be assessed in connection with:
(i) its setting (e.g., urban or rural);
(ii) its probability of occurrence;
(iii) its duration;
(iv) its irreversibility;
(v) its geographic scope;
(vi) its magnitude; and
(vii) the number of people affected

At a regularly scheduled public meeting of the Town Board of the Town of Rotterdam, held at the John F. Kirvin Government Center, Town Hall, 1100 Sunrise Boulevard, Rotterdam, NY on the 25th day of October, 2023 hereby adopted this NEGATIVE DECLARATION pursuant to 6NYCRR PART 617, State Environmental Quality Review.

_____
Mollie A. Collins
Town Supervisor

For further information contact:

Peter J. Comenzo
Town of Rotterdam Senior Planner
John F. Kirvin Government Center
1100 Sunrise Boulevard
Rotterdam, New York 12306
(518) 355-7575 x-338
pcomenzo@rotterdamny.org

RESOLUTION NO. 323.23

TO ENACT INTRODUCTORY LOCAL LAW NO. 12 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 KNOWN AS 1696 CRANE STREET, TAX MAP NO. 59.6-2-2

THEREFORE, UPON MOTION OF Councilmember _____,

seconded by Councilmember _____,

BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:

SECTION 1. The Town Board hereby enacts Introductory Local Law No. 12 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 October 25, 2023.

DATED: October 25, 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:	October 17, 2023
TO:	Mollie Collins, Town Supervisor
FROM:	Joanne Schillaci, Zoning Officer
TITLE OF REQUEST:	Town Board to make a decision on Change of Zone from Two Family Residential (R-2) to Multiple Family (R-3)
TOWN BOARD MEETING:	October 25, 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 facilitate the construction of an additional four-unit building. Currently, the parcel is known as 1696 Crane Street, Tax Map No. 59.6-2-2.
Evaluation/Analysis:	Referred to Planning Commission for Report and Recommendation on September 13, 2023, Planning Commission made a positive recommendation on September 19, 2023 and the Town Board conducted the Public Hearing on October 11, 2023.
Recommendation(s):	Decision on Change of Zone Request from Two Family Residential (R-2) to Multiple Family (R-3).
Attachment/Document(s):	Application Materials Planning Commission Resolution PC29-2023 County-239m
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

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231-0001
www.dos.ny.gov

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam

Local Law No. 12 **of the year 20**23

A local law to amend chapter 270, Zoning, of the Town Code of the Town of Rotterdam for a change of
(Insert Title)
zone from Two Family Residential (R-2) to Multiple Family (R-3), to convert a three (3)
unit building to a four (4) unit building.

Be it enacted by the Town Board **of the**
(Name of Legislative Body)

☐ **County** ☐ **City** ☒ **Town** ☐ **Village**
(Select one:)

of Rotterdam **as follows:**

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), KNOWN AS 1696 CRANE STREET, TAX MAP NO. 59.6-2-2

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 12 of 2023 of the (~~County~~)(~~City~~)(Town)(~~Village~~) of Rotterdam was duly passed by the Town Board on October 25 2023, in accordance with the applicable provisions of law.

(Name of Legislative Body)

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ and was deemed duly adopted

(Elective Chief Executive Officer)*

on _____ 20[ ][ ], in accordance w ith the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____.

(Elective Chief Executive Officer)*

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved)

(Name of Legislative Body)

(repassed after disapproval) by the _____ on _____ 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

(Elective Chief Executive Officer)*

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)
I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)
I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

_____
Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

(Seal)

Date: _____

****

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: upstate construction @ 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 orginal 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 Attachment #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: 1900 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: 3561 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 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

FRANCES NAN LAWYER
Notary Public, State of New York
Qualified in Schenectady County
4605144
My Commission Expires: Oct 31, _____

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: upstatecontruction@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

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.

Doc No 2021-6063

21-6825

R TR

Meridian [illegible]
12 Cornell Rd.
Latham, NY 12110

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.

2 2 59.06 IR

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

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

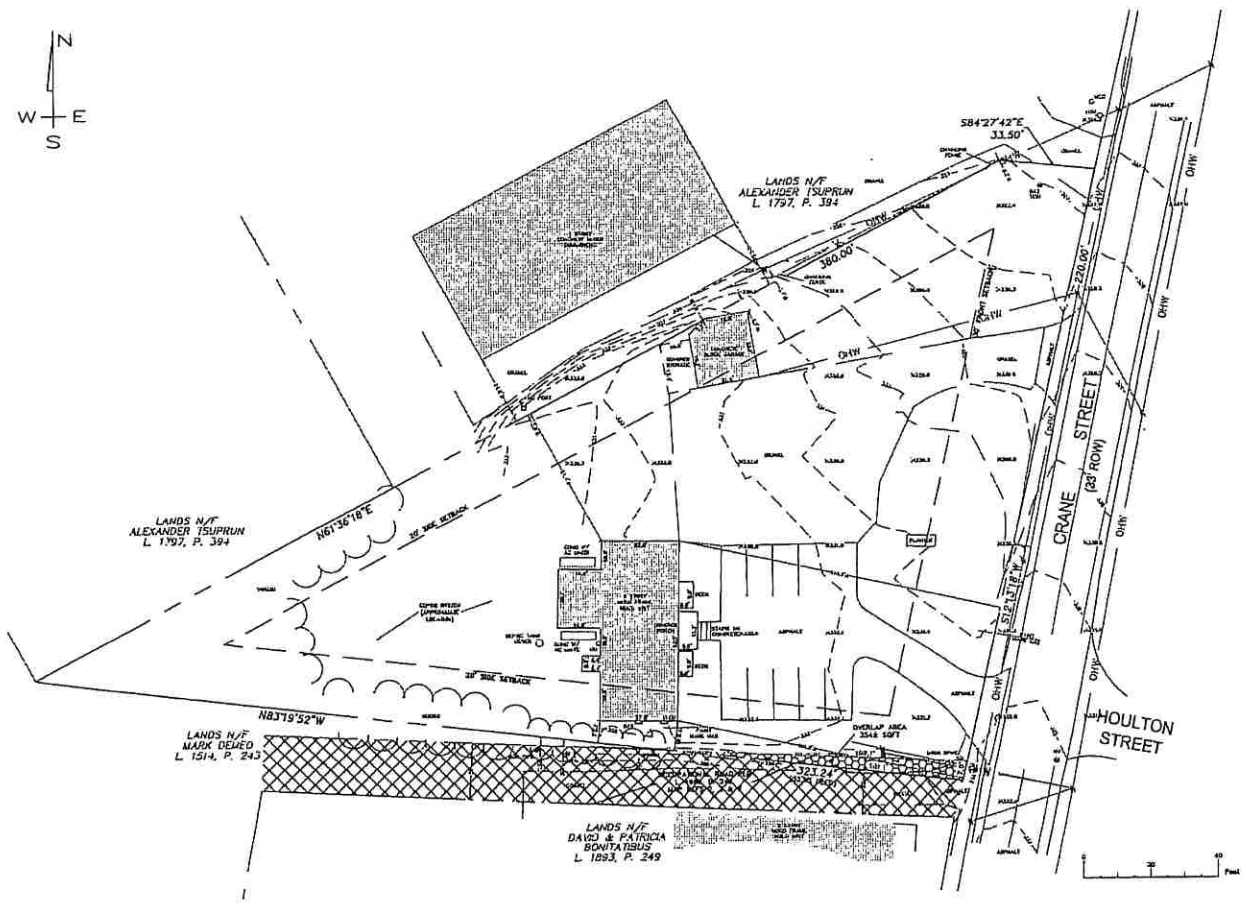
Howard J. Spink, Trustee

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 DUANDERLAND AVENUE
SCHENECTADY, NY 12308

PROPERTY TAX MAP I.D.:
59.6-2-2

PROJECT AREA:
1.836 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: 101.6 FT
SIDE: 7.8 FT
REAR: 51.4 FT

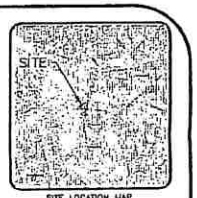
PARKING:
REQUIRED: 1.5 SPACES PER DWELLING UNIT
1 * 1.5 = 2 SPACES REQUIRED
EXISTING: 8 SPACES

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 2 ALTAMONT" FURNISHED BY TOWN OF ROTTERDAM, PUBLIC WORKS DEPARTMENT ON JANUARY 18, 2023

NOTES: :
1) SURVEYED PARCEL: TOWN OF ROTTERDAM - TAX MAP 59.6, 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 RESTRICTION; 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. THESE 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 1986 AND LAST REVISED ON JULY 18, 1997.



SITE LOCATION MAP
SCALE: N.T.S.

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. LONGO, PE
N.Y.S. LIC # 095840

EMPIRE ENGINEERING, PLLC
1800 DUANESBURG ROAD
DUANESBURG, NY 12056
PH: (518) 888-4117
EMAIL: CLONGO@EMPIREENG.NET

PROJECT
BD UPSTATE CONS.
1696 CRANE STREET
ROTTERDAM, NY

EXISTING SITE PLAN

Date	Sheet
09/15/2023	C101
Scale: 1"=20'	
Job # 23001	

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 PC29-2023
Moved by Mr. Collins seconded by Mr. Miglucci
Applicant: BD Upstate Construction, Inc.

Resolution Adopting a Report and Recommendation on the Change of Zone Request by BD UPSTATE CONSTRUCTION, INC.

WHEREAS, the Town Board of the Town of Rotterdam ("Town Board") has received an application from BD Upstate Construction, Inc. ("Owner") for a Change of Zone from Two-Family Residential (R-2) to Multiple-Family (R-3) to convert a three (3) unit building into a four (4) unit. Currently the parcel is known as 1696 Crane Street, Tax Map No. 59.6-2-2; and,

WHEREAS, the Town Board referred the Change of Zone application to the Planning Commission on September 13, 2023 for a report and recommendation thereon; and

WHEREAS, the Applicant, through its representative, Christopher Longo, with Empire Engineering, presented the Change of Zone application to the Planning Commission at its regularly scheduled meeting held on September 19, 2023; and

WHEREAS, the Planning Commission reviewed the proposed Change of Zone at its regularly scheduled meetings held on September 19, 2023; and

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

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

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 parcel known as 1696 Crane Street, Tax Map No. 59.6-2-2. The building was previously in disrepair and originally contained three (3) residential units and plus one (1) office space previously utilized by a real estate agency. During reconstruction efforts by the current owner, it was determined that the existing stone foundation was compromised, the structure was unstable, and demolition was necessary. When the building was reconstructed, it was determined by the Town of Rotterdam Building and Code Enforcement personnel that the applicant could replace the preexisting non-conforming structure with three (3) residential units. The applicant comes before the Planning Commission seeking a report and recommendation to the Town Board to allow for an existing 714 s.f. storage space to be converted into a fourth (4^{th}) residential unit. Numerous parcels surrounding the property contain multi-family dwelling units despite the R-2 and B-2 zoning. For example, the property known as 1704 Crane Street has five (5)

residential units and 1691 Crane Street has four (4) residential units. The property directly adjacent to the applicant's parcel has at least two (2) residential units. The property is served by public water and an on-site septic system. There is sufficient land area to upgrade the existing septic system, if necessary to accommodate the fourth residential unit.

Rezoning the parcel would change the allowable uses to include, the following:

- Multiple-family dwellings;
- Two-family dwellings;
- Churches or similar places of worship, parish houses, convents and community houses;
- Public and private schools;
- Firehouses;
- Public parks, playgrounds and other municipal recreational uses;
- Public libraries and museums;
- Child and infant day-care centers;
- Disturbance on a wetland or watercourse area of any class or in a wetland or watercourse buffer area as defined in this chapter (special use permit);

There would be a change in the required lot area and lot frontage; the current zoning requires not less than 15,000 square feet, with a lot width of not less than 100 feet. The proposed R-3 zoning district would require a minimum lot area of 15,000 square feet, with a minimum lot area of 20,000 square feet, except that buildings or structures with more than four bedrooms shall increase the total lot area by a minimum of 3,000 square feet for each additional bedroom over four.

There would be a change in the yard requirements; the current zoning requires the side yard width to be not less than 10 feet. The proposed R-3 zoning district would require the side yard depth to be not less than 20 feet.

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

   - The proposed Change of Zone would permit the use of the existing 714 square foot storage space as a fourth residential unit.
   - In large part, the surrounding neighborhood is zoned General Business (B-2), and Two-Family Residential (R-2) however, most of the area is developed with multi-family residential properties.
   - The proposed Change of Zone would be consistent with the neighborhood and existing land use development in the area.
   - The property has retained its character, the new building occupies the previous footprint after reconstruction, and the property is in keeping with the character of the surrounding properties.

3. This recommendation is subject to the following considerations:

a. 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
Thomas Yuille	X	
Mark D'Alessandro	X	
Wayne Calder		
Clark Collins	X	
Joseph Miglucci	X	
Lynn Flansburg	X	
Joseph Signore	X	

Peter J. Comenzo
Senior Planner

Thomas P. Yuille
Planning Commission Chairman

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

COPY

Town of Rotterdam
Zoning Board of Appeals

Philip Eats, Chairman
Peter J. Comenzo, Senior Planner

Telephone (518) 355-7575 Ext. 338
Facsimile (518) 355-2725

October 17, 2023

Mr. Ray Gillen, Commissioner
Schenectady County Dept. of Economic Development & Planning
Schaeffer Heights
107 Nott Terrace – Suite 303
Schenectady, NY 12308

Dear Mr. Gillen:

Enclosed please find the application and associated documents relating to the following:

BD Upstate Construction, Inc. (Byron Diaz) – 1696 Crane Street (COZ)

Please review and forward your comments to this office at your earliest convenience. If you have any questions concerning this matter, please contact me at 355-7575 Ext. 332.

Regards,

Joanne Schillaci

Joanne Schillaci
Zoning Officer

ZONING COORDINATION REFERRAL

SCHENECTADY COUNTY DEPT. OF ECONOMIC DEVELOPMENT & PLANNING

Recommendations shall be made within 30 days after receipt of a full statement of the proposed action.

For Use By SCDEDP

Received_____
Case No._____
Returned_____

FROM: ☑ Legislative Body
☐ Zoning Board of Appeals
☐ Planning Board

Municipality: _____

TO: Schenectady County Department of Economic Development and Planning
Schaffer Heights, 107 Nott Terrace, Suite 303
Schenectady, NY 12308

(tel.) 386-2225
(fax) 382-5539

ACTION:
☐ Zoning Code/Law Amendment
☐ Zoning Map Amendment
☐ Subdivision Review
☐ Site Plan Review
☐ Special Permit
☐ Use Variance
☐ Area Variance
☑ Other (specify) COZ

PUBLIC HEARING OR MEETING DATE: October 25, 2023

SUBJECT:

BD Upstate Construction, Inc. (Byron Diaz)1696 Crane Street, Schenectady, N.Y. 12303. Report and Recommendation to the Town Board on a Change of Zone request on ±71,003 square feet from Two Family Residential (R-2) to Multiple Family (R-3) to facilitate the construction of an additional four-unit building. Currently, the parcel is known as 1696 Crane Street, Tax Map No. 59.6-2-2.

REQUIRED ENCLOSURES:
1. Public hearing notice & copy of the application.
2. Map of property affected. (Including Tax Map I.D. number if available)
3. Completed environmental assessment form and all other materials required by the referring body in order to make its determination of significance pursuant to the state environmental quality review act.

1. This zoning case is forwarded to your office for review in compliance with Sections 239-l, 239-m and 239-n of Article 12-B of the General Municipal Law, New York State.

2. This material is sent to you for review and recommendation because the property affected by the proposed action is located within 500 feet of the following:

☐ the boundary of any city, village or town;
☐ the boundary of any existing or proposed County or State park or other recreation area;
☐ the right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway;
☐ the existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel lines;
☐ the existing or proposed boundary of any County or State-owned land on which a public building or institution is situated;
☐ the boundary of a farm operation located in an agricultural district, as defined by Article 25-AA of the agriculture and markets law. The referral requirement of this subparagraph shall not apply to the granting of area variances.

SUBMITTED BY:

Name: Joanne Schillaci Title: Zoning Officer

Address: 1100 Sunrise Blvd., Schenectady, New York 12306

E-mail: jschillaci@rotterdamny.org Phone: 518-355-7575 ext. 332

Joanne Schillaci Date: 10/17/23
Signature

PLANNING & ZONING COORDINATION REFERRAL

Case No. _____ Applicant 1696 Crane Street

Referring Officer Joanne Schillaci Municipality Rotterdam

Considerations:

RECOMMENDATION

Receipt of zoning referral is acknowledged on _____. Please be advised that the undersigned Commissioner of Economic Development and Planning of the County of Schenectady (having under the Schenectady County Charter the powers and duties of a County Planning Board) has reviewed the proposed action stated on the opposite side of this form and makes the following recommendations:

☐ ***Approve of the proposal.**

☐ **Defer to local consideration (No significant county-wide or inter-community impact)**

☐ **Modify/Conditionally Approve.** Conditions:

☐ **Advisory Note:**

☐ **Disapprove.** Reason:

*A recommendation of approval should not be interpreted that the County has reviewed all local concerns and/or endorses the project; rather the proposed action has met certain County considerations.

Section 239-m of the general Municipal Law requires that within 30 days after final action, the referring body shall file a report of the final action it has taken with the Schenectady County Department of Economic Development and Planning. A referring body which acts contrary to a recommendation of modification or disapproval of a proposed action shall set forth the reasons for the contrary action in such report.

_____ Date

_____
Ray Gillen, Commissioner
Economic Development and Planning

RESOLUTION NO. 324.23

REQUESTING BIDS FOR SPECIAL IMPROVEMENT PROJECT AREA CURRY ROAD SEWER IMPROVEMENT 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 call for bids for Special Improvement Project Area Curry Road Sewer Improvement Project.

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 1st day of December 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:

SPECIAL IMPROVEMENT PROJECT AREA CURRY ROAD SEWER IMPROVEMENT PROJECT

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., FRIDAY, DECEMBER 1, 2023

DRAFT

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: October 25, 2023
BidNet: Please publish on October 27, 2023
Daily Gazette: Please publish once on October 27, 2023
Town Clerk Post

SECTION 3. This resolution shall become effective October 25, 2023

DATED: October 25, 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:	October 20,2023
TO:	Mollie Collins – Town Supervisor
FROM:	Charles Jack Dodson, Deputy Supervisor
TITLE OF REQUEST:	Call for Bids-Special Improvement Project Area Curry Road Sewer Improvement Project
TOWN BOARD MEETING:	October 25, 2023
Background Information:	LaBella has provided engineering services for this project.
Evaluation/Analysis:	The Town hired LaBella to provide engineering services for the Special Improvement Project Area Curry Road Sewer Improvement Project. The Town needs to call for bids for Special Improvement Project Area Curry Road Sewer Improvement Project.
Recommendation(s):	Town Board advertises in the newspaper the Notice to Bidders on Friday October 27, 2023 to be opened Friday December 1, 2023 at 2:00 pm.
Attachment/Document(s):	Bid Package
Compliance with Purchasing Policy:	
Effect(s) on Existing Law(s):	
LEGISLATION WILL BE PREPARED BY:	Supervisor's Office

PROJECT MANUAL

FOR

SPECIAL IMPROVEMENT AREA
CURRY ROAD SEWER IMPROVEMENT PROJECT

GENERAL CONSTRUCTION

BIDDING DOCUMENTS AND TECHNICAL SPECIFICATIONS

PREPARED FOR:

Town of Rotterdam
1100 SUNRISE BLVD
ROTTERDAM, NEW YORK 12306

PREPARED BY:

LABELLA ASSOCIATES, PC

PROJECT NUMBER: 32018.01

DATE: OCTOBER 19, 2023



LaBella
4 British American Blvd | Latham, NY 12110 | p (518) 439-8235
Powered by partnership.
www.labellapc.com

PROJECT MANUAL

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	017700	Closeout Procedures
	017839	Project Record Documentation

DIVISION 02 – EXISTING CONDITIONS

Section	023313	Underground Utility Locator Service
	024116	Structure Demolition

DIVISION 03 – CONCRETE

Section	033400	Low Density Concrete

DIVISION 31 – EARTHWORK

Section	310000	Earthwork

310101 Site Restoration
312513 Erosion and Sediment Control

DIVISION 32 – EXTERIOR IMPROVMENTS

Section 321216 Asphalt Paving
321723 Pavement Markings
323113 Chain Link Fence
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DIVISION 33 – UTILITIES

Section 333104 Plastic Drainage Pipe Sanitary
333913 Manholes and Drainage Structures with Frames and Covers

APPENDIX A Investigative Reports and CCTV Data

END OF TABLE OF CONTENTS

Town of Rotterdam

Request for Bids

SPECIAL IMPROVEMENT PROJECT AREA CURRY ROAD SEWER IMPROVEMENT PROJECT

Bid Opening:

Friday, December 1st , 2023

@ 2:00PM.

Town of Rotterdam

ADVERTISEMENT FOR BIDS

Sealed bids for the furnishing of all labor and material necessary for the Town of Rotterdam
Special Improvement Project Area Curry Road Sewer Improvement Project

project will be received by the Town of Rotterdam Town Clerk at 1100 Sunrise Boulevard, Rotterdam, New York 12306 until 2:00 PM local time on Friday, December 1st, 2023, at which time and place they will be publicly opened and read aloud.

Bids will be received for the following Contract:

Contract No. 1 – General Construction: The work shall include providing all labor, materials and equipment, and other means of construction necessary and incidental to the removal and replacement of approximately 863 feet of sewer line and associated manholes which will result in removing and replacing additional site features that were disturbed for construction as shown on the Contract Drawings and Specifications.

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

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

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

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

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

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

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted before **2:00 PM on December 1st, 2023,** the day of opening.

2. Electronic and in person proposals for the furnishing and delivery of goods/services as required for the Town of Rotterdam, as set forth in the specifications prepared by the Town Board and received by **2:00 PM on December 1st, 2023** will be opened electronically and in person at that time, via Empire State Purchasing Group on the BidNet website (http://www.bidnetdirect.com/townofrotterdam). The Town Board will subsequently post an official report to the Empire State Purchasing Group on BidNet by the close of business the same day, of all bid submissions received. Additionally, the official bid report and all bids shall be available in the Office of the Town Clerk for public inspection during regular business hours.

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF ROTTERDAM

BID FORM

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

Special Improvement Project Area Curry Road Sewer Improvement Project

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

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

_____

Email

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

SECTION 004113

BID FORM
CONTRACT 1 – GENERAL CONSTRUCTION

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 1—OWNER AND BIDDER

1.01 This Bid is submitted for: **Special Improvement Area Curry Road Sewer Improvement Project**

1.02 This Bid is submitted to: **Town of Rotterdam, 1100 Sunrise Blvd., Rotterdam, NY 12306**

1.03 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.

1.04 The Work will be awarded as **one (1) contract**.

ARTICLE 2—ATTACHMENTS TO THIS BID

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

A. Required Bid Security in the form of a certified check, bank check, or a Bid Bond in accordance with the instructions to Bidders.

B. List of Proposed Subcontractors;

C. Non-Collusive Affidavit;

D. Owner's Hold Harmless Agreement;

E. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM

3.01 *Lump Sum Bids*

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

EJCDC® C-410, Bid Form for Construction Contract.
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CONTRACT 1 – GENERAL CONSTRUCTION

BASE BID

Bid Item No. 1 – Special Improvement Area Curry Road Sewer Improvement Project

Under this bid item the Contractor shall include all work associated Work as identified on the Contract Drawing Sheets.

Total Lump Sum Price:

_____ DOLLARS ($ _____)

(use words) (use numbers)

Bid Item No. 2 – Contingency Allowance

Total Lump Sum Price:

ONE-HUNDRED THOUSAND DOLLARS ($ 100,000.00)

(use words) (use numbers

BASE BID SUMMARY

TOTAL LUMP SUM FOR ALL BASE BID ITEMS (Bid Item No. 1 + No. 2):

_____ DOLLARS ($ _____)

(use words) (use numbers)

Note: In case of a discrepancy between unit prices written in words and figures, the unit prices written in words shall govern. In case of a discrepancy between unit prices bid and extended totals, the unit prices shall govern.

Unit prices have been computed in accordance with Article 13.03, Paragraph C of the General Conditions. BIDDER acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

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BID ITEM DESCRIPTIONS:

Bid Item No. 1 – Special Improvement Area Curry Road Sewer Improvement Project

PART 1 - DESCRIPTION

Under this item the Contractor shall complete all work associated with the Special Improvement Area Curry Road Sewer Improvement Project in accordance with the Contract Drawings.

PART 2 – WORK INCLUDED

Mobilization.
General Provisions.
Exploratory excavations.
Dig Safely NY Clearances.
Utility Markout
Maintenance and Protection of Traffic.
Protection of existing facilities and structures.
Erosion and sediment control.
Selective Demolition and removal
Dust control.
Lines and grades.
Rough grading.
Final grading.
Sawcut asphalt pavement.
Trenching for utilities.
Furnish, spread and compact bedding material.
Spread, compact and grade trench backfill material.
Temporary sheeting and bracing.
Trench dewatering and disposal.
Bypass Pumping
Removal and disposal of surplus material.
Removal and replacement of existing curb as needed to install sewer mains and appurtenances.
Removal and replacement of existing sidewalks as needed to install sewer mains and appurtenances.
Removal and replacement of existing curb and road as needed to install storm catch basins and appurtenances.
Maintain existing sewer service to sewer customers.
Furnish and install new sewer service laterals.
Asphalt paving.
Pavement Striping
Repair of damaged utilities.
Backfilling and compaction.
Periodic and final cleanup.
Site Restoration (Plantings, seeding, and mulching).
All necessary and required testing.
Preparation of record drawings.

PART 3 – METHOD OF PAYMENT

Payment for this item will be made at lump sum price.

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PART 4 – METHOD OF MEASUREMENT

The price bid for this item shall include the cost of furnishing all labor, equipment, instruments and other material necessary to satisfactorily complete the work.

Bid Item No. 2 – Contingency Allowance

PART 1 - DESCRIPTION

Under this item, the Contractor shall furnish all materials, labor and equipment necessary to complete field directed landscape restoration and any outstanding punch list items directed and authorized by the Engineer.

PART 2 – WORK INCLUDED

General provisions.
Periodic and final clean up
Furnish all materials, labor, and equipment necessary to complete work as directed and authorized by the Engineer.

PART 3 – ASSOCIATED WORK NOT INCLUDED

Site Restoration

PART 4 – METHOD OF PAYMENT

Payment for this item will be made on a lump sum price or time and material basis for each incident where directed and approved by the Engineer. Unused portions of the allowance will be credited to the Owner.

PART 5 – METHOD OF MEASUREMENT

The method of measurement for payment will based upon the mutually agreed method for work completed in accordance with the Contract Documents.

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ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work 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.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for forty-five (45) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

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the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder 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.

8. 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.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

12. NON-COLLUSIVE BIDDING CERTIFICATION. As required by section 103-d of New York State General Municipal Law, the Bidder has completed and submitted with the Bid the certification in Specification 004519.

13. The Bidders must comply with New York State Department of Labor Prevailing Wage Rate Schedule and conditions of employment.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.

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

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

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

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a. 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.

b. 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.

c. 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.

d. 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.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

_____

(typed or printed name of organization)

By: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____

(individual's signature)

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Date: _____

(typed or printed)

Address for giving notices:

_____

_____

Bidder's Contact:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Phone: _____

Email: _____

Address:

_____

_____

_____

Bidder's Contractor License No.: (if applicable) _____

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SECTION 0044114

BID BOND (PENAL SUM FORM)

Bidder Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: Address *(principal place of business)*:	**Bid** Project *(name and location)*: Bid Due Date:
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ *(Full formal name of Bidder)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title:	Title:
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

EJCDC® C-430, Bid Bond (Penal Sum Form).
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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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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WICKS EXEMPT LIST OF SUBCONTRACTORS

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks Law. Failure to submit this form correctly will result in disqualification of the bid.

Contractor's Name and Address: Federal ID No.	Project Description *(Project Title and Address)*:	Bid Date:	Total Contract Amt.:

Indicate ANY work to be ***self-performed*** by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e., ***no subcontractors*** will be used, please check this box ☐, skip to the bottom of this form, and sign it as required.

Subcontractor's Name, Address and Federal ID No.	Check (✓) ***only*** one.			General Description of Work	Subcontractor's Contract Amt.
	Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixture		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

This form must be filled out completely and legibly, signed by a company authorized representative and included in ***a separate, sealed envelope*** within the bid envelope. Use Page 2 if needed.

Failure to complete this form accurately and in its entirety, in accordance with Section 002113, will result in disqualification of the bid.

Company Authorized Signature: _____ Title: _____ Date: _____

WICKS EXEMPT LIST OF SUBCONTRACTORS

Subcontractor's Name, Address and Federal ID No.	Check (✓) ***only*** one.			General Description of Work	Subcontractor's Contract Amt.
	Plumbing and Gas Fitting	Steam Heating, Hot Water Heating, Ventilating and AC Apparatus	Electric Wiring and Standard Illuminating Fixture		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		
Federal ID No.	☐	☐	☐		

SECTION 00 45 13

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?	☐ Yes ☐ No ☐ Pending		

EJCDC C-451, Qualifications Statement.
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1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		

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☐ Small Business Enterprise			
☐ Disabled Business Enterprise			
☐ Veteran-Owned Business Enterprise			
☐ Service-Disabled Veteran-Owned Business			
☐ HUBZone Business (Historically Underutilized) Business			
☐ Other			
☐ None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide the name, address, and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a bank and a major material supplier.

Bank Name:	
Bank Contact:	
Bank Business address:	
Bank Phone No.:	

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Supplier Name:	
Supplier Contact:	
Supplier Business address:	
Supplier Phone No.:	

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	☐ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Are providers licensed or authorized to issue policies in the Project location?	☐ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☐ Yes ☐ No
Mailing Address	

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(principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:		As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				
Been released from a bid in the past 5 years? ☐ Yes ☐ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the

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Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Attachments providing additional information as required by Paragraph 8.02.

E. Schedule A (Current Projects) as required by Paragraph 8.03.

F. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

G. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

H. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

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Schedule A—Current Projects

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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NON-COLLUSION BIDDING CERTIFICATION

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

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

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

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

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

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

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

Name of Firm: _____

Signed by:_____ Title:_____

Signature: _____ Date:_____

Email: _____

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

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

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

(SEAL OF THE CORPORATION)

_____

Signature of Secretary

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

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

_____ _____

Signature of Individual Date

TOWN OF ROTTERDAM WAIVER ON IMMUNITY CLAUSE

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

Name of Firm:_____

Signed by:_____ Title: _____

Signature:_____ Date:_____

SECTION 005100

NOTICE OF AWARD

Date of Issuance:

Owner: The Town of Rotterdam | Owner's Project No.: N/A

Engineer: Labella Associates, P.C | Engineer's Project No.: 32018.01

Project: Special Improvement Area Curry Road Sewer Improvement Project

Contract Name: Contract 1 – General Construction

Bidder:

Bidder's Address:

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

Removal and replacement of approximately 863 feet of sewer line and associated manholes which will result in removing and replacing additional site features that were disturbed for construction.

The Contract Price of the awarded Contract is $**[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ 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 receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **N/A**

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

Owner: **Town of Rotterdam**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

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SECTION 005200

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **The Town of Rotterdam** ("Owner") and **[ ]** ("Contractor").

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

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: Removal and replacement of approximately 863 feet of sewer line and associated manholes which will result in removing and replacing additional site features that were disturbed for construction.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Removal and replacement of approximately 863 feet of sewer line and associated manholes which will result in removing and replacing additional site features that were disturbed for construction.

ARTICLE 3—ENGINEER

3.01 The Owner has retained The Labella Associates, PC ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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: Dates*

A. The Work will be substantially complete on or before **[Insert Date]** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[Insert Date].**

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 Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

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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 $**1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified 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 $**1,000** for each day that expires after such time until the Work is completed and ready for final payment.

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

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

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. For all Work other than Unit Price Work, a lump sum of $**[ ]**.

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

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.

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6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th 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. **95** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **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 **200** percent of 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, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **0** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).

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3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
7. Drawings listed on the attached sheet index.
8. Addenda (numbers **[ ]** to **[ ]**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages ___ to ___, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.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 7.

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

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

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

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

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5. 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.

6. 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.

7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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

9. 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.

8.02 *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 8.02:

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 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.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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ARTICLE 9—MISCELLANEOUS

9.01 *Terms*

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

9.02 *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.

9.03 *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.

9.04 *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.

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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 *(typed or printed name of organization)*	_____ *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____
(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.)	License No.: _____ *(where applicable)* State: _____

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SECTION 005500

NOTICE TO PROCEED

Owner:	The Town of Rotterdam	Owner's Project No.:	N/A
Engineer:	Labella Associates, PC	Engineer's Project No.:	32018.01
Contractor:		Contractor's Project No.:	
Project:			
Contract Name:			
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[ ]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **120 days from Notice to Proceed** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[ ]**; and the number of days to achieve readiness for final payment is **30 additional days** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[ ].**

Owner:	**The Town of Rotterdam**
By *(signature)*:	
Name *(printed)*:	
Title:	
Date Issued:	

Copy: Engineer

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SECTION 006113.13
PERFORMANCE BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **Town of Rotterdam**	Description *(name and location)*:
Mailing address *(principal place of business)*:	**Heritage Condos Sewer Replacement**
1100 Sunrise Boulevard	
Rotterdam, NY 12306	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

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

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-610, Performance Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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SECTION 006113.16
PAYMENT BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: **The Town of Rotterdam**	Description *(name and location)*: **Heritage Condos Sewer Replacement**
Mailing address *(principal place of business)*: **1100 Sunrise Boulevard Rotterdam, NY 12306**	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

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

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-615, Payment Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: _____
Engineer: _____
Contractor: _____
Project: _____
Contract: _____

Owner's Project No.: _____
Engineer's Project No.: _____
Contractor's Project No.: _____

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Materials Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
	Original Contract							
			-			-		-
						-		-
						-		-

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: _____ Owner's Project No.: _____

Engineer: _____ Engineer's Project No.: _____

Contractor: _____ Contractor's Project No.: _____

Project: _____

Contract: _____

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I
			Work Completed					
Item No.	Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Materials Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
Change Orders								
						-		-
						-		-
						-		-

SECTION 006516

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: The Town of Rotterdam
Engineer: Labella Associates, PC
Contractor:
Project: Heritage Condo Sewer Replacement
Contract Name: Contract No. 1

Owner's Project No.: N/A
Engineer's Project No.: 32018.01
Contractor's Project No.:

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: **[Insert Date].**

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 Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

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 must 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:

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 Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

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SECTION 007200

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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 document prepared by Contractor, in a form acceptable to Engineer, to request 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; 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; 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;

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seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

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.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. 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), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations 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 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. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

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22. *Engineer*—The individual or entity named as such in the Agreement.

23. *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.

24. *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.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *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.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *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.

30. *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.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *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.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *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.

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35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *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.

37. *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.

38. *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 or areas furnished by Owner which are designated for the use of Contractor.

39. *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.

40. *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.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *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 of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or

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existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *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.

50. *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 Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: 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

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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*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. 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 Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means 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, means 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, means 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. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. 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 Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of

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insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), 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 signed 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 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 *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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

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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 for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents 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 Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document 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 versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will 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.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.

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G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. 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.

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, means 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, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer 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 or Engineer 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 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 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 Contractor had actual knowledge thereof.

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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 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 in writing 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.

B. Engineer will, with reasonable promptness, 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 notify Owner and Contractor in writing 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 versions, 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 precludes Contractor from retaining copies of the Contract Documents for record purposes.

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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 30th 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 60th day after the day of Bid opening or the 30th 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 may 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 must 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 will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or 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

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for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will 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 third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price 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. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. 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, together with the provisions of Paragraphs 4.05.D and 4.05.E.

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G. Paragraph 8.03 addresses 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.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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, or to improvements, structures, utilities, or similar facilities located at such adjacent lands 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 7.13, 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 in a court of competent jurisdiction; 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.

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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 will 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 of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: 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 Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: 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;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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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:

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;

2. is of such a nature as to require a change in the Drawings or Specifications;

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 promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain 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; 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. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, 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;

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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 subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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;

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 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, then any such adjustment will 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, 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.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. 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 on the Drawings, or was not shown or indicated

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on the Drawings 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), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; 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

4. 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. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, 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. 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;

   b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

   c. 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, then any such adjustment will be set forth in a Change Order.

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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, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

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

3. 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 Paragraph 1.01.A.46.b. 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;

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.

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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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, 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. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

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, 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 obligates 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,

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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 obligates 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 Contractor's obligations under the Contract. These bonds must 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 terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, 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 must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. 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.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

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H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

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. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. 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, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. 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.

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H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain 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.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) 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 will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, 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 and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or

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correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is 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; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other 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 Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

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

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Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. 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 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer 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.

1. 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, risks, 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 individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater 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.

2. None of the above waivers extends 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. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, 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, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. 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 all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to

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Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 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 6.04 shall maintain such proceeds in a segregated account, and 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, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *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.

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B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *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 maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. 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 will 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.

7.04 *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 must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, 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 equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes

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of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) 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) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item 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. 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 will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material 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 equipment or material under the circumstances described below. To the extent possible such requests must 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 equipment or material from anyone other than Contractor.

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2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.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 equipment or material that Contractor seeks to furnish or use. The application:

   a. will 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 the item specified; and

      3) be suited to the same use as the item 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 the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will 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. 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

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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 will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers 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 or Supplier 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 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. 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 or Suppliers 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 or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, 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 or Supplier, whether initially or as a replacement, will 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.

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I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *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 an 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 will be disclosed 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.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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

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negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *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.

7.11 *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. 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 is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written 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 written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *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.

7.13 *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.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

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C. 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.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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).

E. 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.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that 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.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. 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.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will 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.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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.

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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 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) 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

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must 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 Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must 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,

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and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

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.C.

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. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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 will 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 or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 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, will 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 or Sample will 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.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

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

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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 Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

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 is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

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2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, 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.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

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. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. 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 will 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 losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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.

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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 will 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.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

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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 third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. 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.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

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.

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8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, 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. 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 will 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, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will 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 or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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.

   1. 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 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 8.03.B.

   2. 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 Contractor.

C. 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.

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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, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will 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.

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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 (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 order 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 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 greater 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 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 10.07. 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 *Resident 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 the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

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10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *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.

10.06 *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.

10.07 *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, will 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 Contractor under 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 10.07 also apply to the Resident Project Representative, if any.

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10.08 *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 of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that 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, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in 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 11.05, (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 that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties 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

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Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. 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.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work 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 must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates 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.

11.06 *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.C.2.

11.07 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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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);
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 11.07.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 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will 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 will be 15 percent;
      b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.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 5 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 will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
      d. No fee will 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 of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
      f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: 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.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must 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.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must 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.

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5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *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 in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *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 are subject 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;

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; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

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 rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, 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 will be stated in writing and submitted to the other party, with a copy to Engineer.

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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 will 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 will 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 will 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 will 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 will 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 will be incorporated in a Change Order or other written document 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. When needed 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 will be in amounts no higher than those commonly incurred in the locality

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of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, 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, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will 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 or retained for services specifically related to the Work.
5. Other costs consisting of 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, 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.
        1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
    c. *Construction Equipment Rental*
        1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any

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surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on 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, must cease to accrue when the use thereof is no longer necessary for the changed 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 builder's risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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 does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general 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.

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2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. 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.

6. Expenses incurred in preparing and advancing Claims.

7. 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*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

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.

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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 for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

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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 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 with such procedures and programs 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 will 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 will 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 will be at Contractor's expense unless

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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 whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written 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, 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 will 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.

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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, 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 will 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 defective Work as required by Engineer, then Owner may, after 7 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 expeditiously. 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.

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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 for 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.

2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) 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.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. 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

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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;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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.

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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 based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from 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 has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

    j. Liquidated or other 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; or

    l. Other items entitle 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 will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

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3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.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 7 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 will 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 7 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.

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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 15.03.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 6.04 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 7.12), and other documents, Contractor may make application for final payment.

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2. The final Application for Payment must 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 duly pending Change Proposals and Claims; 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 Final Application and Recommendation of Payment*: 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 that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will 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. 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. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *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 and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

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15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

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 as a Claim, 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 Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect 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 adjacent areas;

2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, 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 from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, 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 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. 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.

E. 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.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to 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 Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must 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 persistent 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 repeated 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) 10 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) written 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 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to 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

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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 will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 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, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, 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 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 7 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 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, 7 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.

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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, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise 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;

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 requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

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,

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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 will not constitute a waiver of that provision, nor will 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 of the Contract or 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 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party 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.

18.09 *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.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 007300

SUPPLEMENTARY CONDITIONS
MODIFICATIONS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC Document C-700, 2018 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

Articles and paragraphs herein bear numbers corresponding to those parts of the General Conditions that are being amended or supplemented.

ARTICLE 1 - Definitions and Terminology

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC Document C-700, 2018 Edition) have the meanings assigned to them in the General Conditions.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF WORK

SC-4.01 ***Commencement of Contract Times; Notice to Proceed***

Replace paragraph 4.01.A. with the following:

A. The printed forms of Instructions, Suggested Bid Form, Agreement and General Conditions establish a schedule of events from the opening of bids to the date when the Contract Times must start to run.

The events contemplated by the proposed schedule may be summarized as follows:

Day 1- Bid Opening

Day 7 - Apparent Successful Bidder must submit to Owner a list of all Subcontractors, Suppliers and others who must be identified for acceptance by Owner and Engineer prior to Notice of Award. Within seven (7) days of a request therefore each Bidder must submit to Owner written evidence of Bidder's Qualifications.

Day 45- Notice of Award must be given to Contractor by this date and accompanied by Agreement in form for signing and with all exhibits attached.

Day 60- By this date (or within 15 days of delivery of Notice of Award) Contractor must return signed Agreement and other data to Owner. Failure to do so will involve sacrifice of Bid Security under.

Day 70- By this date (or within 10 days of receipt of signed Agreement and other data from Contractor) Owner must sign and deliver to Contractor one signed counterpart of Agreement with all Exhibits attached. This is usually the Effective Date of the Agreement and the date on which the Contract Time starts running (see SC-4.01). However, it is contemplated that the date on which the agreement is to become effective will have been inserted in the Agreement (in space provided just above the signatures of the parties) before it is forwarded to the Contractor for signing.

Day 70- The Contract Times must start running no later than this date (or 30 days after the Effective Date of the Agreement if that is earlier), but by use of a Notice to Proceed as contemplated by GC-4.01A they may start running earlier than that once the Agreement has been signed by both parties and has become effective.

ARTICLE 5 – SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 *Subsurface and Physical Conditions*

Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Investigative Report And CCTV Data	02/22/2019	**Existing Sanitary Pipe Conditions**

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
N/A		

SC-5.03 *Owner's Disclaimer – Drawings of Physical Conditions*

Add a new paragraph immediately after Article 5.03, Paragraph F. of the General Conditions as follows:

G. The OWNER and the ENGINEER assume no responsibility or liability for the accuracy of information on existing structures.

This information was intended for Bid cost purposes only and is made available to bidders only that they may have access to identical information available. It is presented in good faith, but is not intended as a substitute for personal investigations, interpretations, or judgment of the CONTRACTOR. This information is not guaranteed and does not form part of the Contract Documents.

SC-5.06 *Hazardous Environmental Conditions*

Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
N/A		

Report Title	Date of Report	Technical Data

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
N/A		

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 *Performance, Payment, and Other Bonds*

Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition).

2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition).

SC-6.03 *Contractor's Insurance*

Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **None**

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Bodily injury by accident—each accident	$100,000
Bodily injury by disease—aggregate	$500,000
Employer's Liability	
Each employee	$100,000

Any and all proprietors, partners, executive officers and members must be covered for Workers Compensation even if not required by NYS law to be covered. Certificates of Insurance must show that Workers Compensation is in effect and "N" must appear on the Certificate next to the question, "Any Proprietor/Partner/Executive Officer/Member Excluded".

F. 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 claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,

2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.

   a. Such insurance must 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, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. 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). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. 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.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance 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 must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

K. *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. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$2,000,000
General Aggregate	$2,000,000

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $2000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	$2,000,000
General Aggregate	$2,000,000

N. *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 must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	$1,000,000
Annual Aggregate	$2,000,000

O. *Owner's 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 additional liability insurance for the Owner and Engineer. The Contractor's insurance carrier shall issue a *separate* Protective Liability Policy covering the Owner and Engineer. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Owner's Liability	Policy limits of not less than:
Bodily Injury	
Each Occurrence	$1,000,000
Property Damage	
Each Occurrence	$1,000,000
Annual Aggregate	$2,000,000

The separate protective Liability Policy shall specifically name as the insureds the following parties:

The OWNER, specifically: The Town of Rotterdam

The ENGINEER, specifically LaBella Associates, PC.

P. *Other Required Insurance:* None

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.03 *Labor; Working Hours*

Add a new paragraph immediately after Paragraph 7.03.C. of the General Conditions as follows:

D. During inclement, stormy, or freezing weather, no work shall be done, except as may be performed in a manner satisfactory to secure first-class construction and by permission of the ENGINEER. During freezing weather, approved precautions shall be taken to remove ice and frost from materials used and to prevent completed portions of the work from freezing by heating the water, sand, gravel, broken stone, bricks, or other materials and by covering and heating the completed portions of the work. The cost of such precautions shall be borne by the CONTRACTOR. If, in the opinion of the ENGINEER, any work or materials shall have been damaged or injured by reason of failure on the part of the CONTRACTOR or any Subcontractor to so protect their work, such work and materials shall be removed and replaced at the expense of the CONTRACTOR.

SC-7.07 *Concerning Subcontractors and Suppliers*

Replace paragraph 7.07.L of the General Conditions as follows:

L. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

SC-7.10 *Sales Tax Exemptions*

Add a new paragraph immediately after Paragraph 7.10.A of the General Conditions:

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, upon request, 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-7.16.C ***Engineer's Review of Shop Drawings and Samples***

Add a new paragraph immediately after Paragraph 7.16.C.8 of the General Conditions as follows:

9. ENGINEER's "review and approval" of submittals is only for review of general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections and comments made on the shop drawings during this review do not relieve CONTRACTOR from compliance with requirements of the drawings and specifications. The CONTRACTOR is responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating CONTRACTOR's work with that of all other trades; and performing CONTRACTOR's work in a safe and satisfactory manner.

ARTICLE 8 – OTHER WORK AT THE SITE

SC- 8.03 ***Legal Relationships***

Add a new paragraph immediately after Paragraph 8.03.C of the General Conditions as follows:

D. Should CONTRACTOR cause damage to the work or property of any separate contractor at the site, or should any claim arising out of CONTRACTOR's performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER's Consultants, the Construction Coordinator or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER, ENGINEER, ENGINEER's Consultants and the Construction Coordinator harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator to the extent based on a claim arising out of CONTRACTOR's performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name of for its benefit in any court or before any arbiter which seeks to impose liability or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the Construction Coordinator on account of any such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in

accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants and Construction Coordinator for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER's Consultant or Construction Coordinator for activities that are their respective responsibilities.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 *Resident Project Engineer*

Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

3. *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 Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*

   a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.

   b. Observe whether any Work in place appears to be defective.

   c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests:* Review Applications for Payment with Contractor.

7. *Completion*

a. Participate in Engineer's visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will 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 construction.

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. Authorize Owner to occupy the Project in whole or in part.

SC-10.05 *Determination for Unit Price Work*

Delete Paragraph 10.05.A of the General Conditions in its entirety and insert the following in its place:

A. ENGINEER will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of ENGINEER on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal (except as modified by ENGINEER to reflect changed factual conditions).

ARTICLE 11 – CHANGES TO THE CONTRACT

SC-11.07 ***Contractor's Fee***

Delete Paragraphs 11.07.C.2.b and 11.07.C.2.c of the General Conditions in its entirety and insert the following in its place:

b. For costs incurred under Paragraph 13.01.B.3, the CONTRACTOR's fee shall be 10% for combined overhead and profit; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee shall be 5% for overhead plus 10% for profit.

ARTICLE 13 – COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

> Equipment, excluding "small tools and hand tools" which are defined as tools and equipment having a new purchase price of less than $1,000, and which will be used exclusively and directly on the Work. For the purposes of computing the Contractor's cost for self-owned equipment, the rate used for periods of under five days shall be the monthly rate set forth for the item of equipment in the Equipment Watch® "Rental Rate Blue Book" published by Penton Media (800 669-3282) divided by 22 days to establish a **daily rate** and divided again by eight hours to establish an **hourly rate**. **The rate used for periods of 5 days or more shall be 45% of the published monthly rate.** In the event the "Rental Rate Blue Book" does not list the item of equipment used, the applicable rate shall be determined in the same manner as set forth above except that the monthly rate used shall be that set forth in "The AED Green Book" published by Penton Media (800 669-3282). In the event that a rate is not established in the "Rental Rate Blue Book" or "The AED Green Book" for a particular piece of equipment, the Contracting Officer shall establish a rate for ownership costs and operating costs for that piece of equipment that is consistent with its cost and expected life. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies.

Add a new paragraph immediately after paragraph 13.01.B.5.c.(3) of the General Conditions to read as follows:

> 4) Equipment used or to be used in the performance of Work shall be specifically described by the manufacturer, model number and date of manufacture and be of suitable size and capacity required for the work to be performed.

Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

> a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than $1,000.

ARTICLE 14 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-14.01 *Progress Payments*

Add a new paragraph immediately after paragraph 15.01.B.1 of the General Conditions to read as follows:

Completed Work shall be defined as Work completed, tested, and accepted. Payment for completed Work will be made to the CONTRACTOR based on a payment estimate prepared by the CONTRACTOR and duly certified and approved by the ENGINEER. No payment for any part of any Work not completed, tested, and accepted in the preceding calendar month shall be made, except at the discretion of the ENGINEER with the approval of the OWNER.

SC-14.01 ***Progress Payments***

Add the following immediately after paragraph 15.01.C.6 of the General Conditions

f. Additional reasons ENGINEER may refuse to recommend the whole or any part of any payment, or nullify any such payment previously recommended, all in accordance with paragraph 14.07 of the General Conditions, are to protect OWNER from loss because:

1. of injury to persons, or damage to the work or property of other contractors, subcontractors, or others caused by the act or neglect of the CONTRACTOR or any of CONTRACTOR's Subcontractors; or

2. of CONTRACTOR's failure to make payment to Subcontractors or Suppliers, or for labor; or

3. Liability for liquidated damages has been incurred by CONTRACTOR (when the Agreement includes such liquidated damage provisions).

The OWNER shall have the right to apply any such amounts so withheld in such manner as the OWNER may deem proper to satisfy such claims or to secure protection. Such application of such money shall be deemed payment to the account of the CONTRACTOR.

SC-14.02 ***Contractor's Warranty of Title***

Add the following sentence at the end of paragraph 15.02.A of the General Conditions:

If requested by the OWNER, the CONTRACTOR shall furnish to the OWNER confirmatory bills of sale and other instruments as may be required by the OWNER, properly executed, confirming to the OWNER, title to such materials free of encumbrances.

SC-14.06 ***Final Payment***

Amend paragraph 15.06.A.2 of the General Conditions to read as follows, and as so amended the paragraph remains in effect:

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (a) all documentation called for in the Contract Documents and by such other data and schedules as ENGINEER may reasonably require, including but not limited to:

SC-14.08 ***Correction Period***

Revise Paragraph 15.08.A. to read as follows:

A. If within one year after the date of Final Payment and Acceptance (not Substantial Completion), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

END OF SECTION-007300

SECTION 007310
SUPPLEMENTARY CONDITIONS
ADDITIONAL ARTICLES

These Supplementary Conditions add new topics to the Standard General Conditions of the Construction Contract (EJCDC Document C-700, 2018 Edition) and other provisions of the Contract Documents.

Articles and paragraphs herein are numbered as a continuation of the General Conditions. Some numbers in sequence may not appear because those numbered Articles and paragraphs are not applicable to this Project and have been deleted when transferring this Section from the office master document.

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Article 19 - PROVISIONS REQUIRED BY LAW DEEMED INSERTED

19.01 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall read and be enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

Article 20 - NEW YORK STATE NONDISCRIMINATION CLAUSES

20.01 During the performance of this Contract, the CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

B. The CONTRACTOR will send to each labor union or representative of workers with which CONTRACTOR has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the CONTRACTOR's agreement under Paragraph 20.01 hereinafter called "nondiscrimination clauses". If the CONTRACTOR was directed to do so by the contracting agency as part of the bid or negotiation of this Contract, the CONTRACTOR shall request the labor union or representative to furnish CONTRACTOR with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate within the limits of its legal and contractual authority in the implementation of the policy and provisions of these nondiscrimination clauses, or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the CONTRACTOR shall promptly notify the State Commission for Human Rights of such failure of refusal.

1. The CONTRACTOR will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (20.01.A) through (20.01.B) and such provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.

2. The CONTRACTOR will state, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

3. The CONTRACTOR will comply with the provisions of the Executive Law, Human Rights Law, Article 15, and will furnish all information and reports deemed necessary by the State Commission for Human Rights under these nondiscrimination clauses and such sections of

the Executive Law, and will permit access to the CONTRACTOR's books, records and accounts by the State Commission for Human Rights, the Attorney General, District Commissioner of Housing and Community Renewal and the Industrial Commission for purposes of investigation to ascertain compliance with these nondiscrimination clauses of the Executive Law, Human Rights Law, Article 15.

4. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part by the contracting agency upon the basis if a finding made by the State Commission for Human Rights that the CONTRACTOR has not complied with these nondiscrimination clauses, and the CONTRACTOR may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State or housing authority, or an urban renewal agency, or contract requiring the approval of the Commissioner of Housing and Community Renewal, until CONTRACTOR has satisfied the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been afforded CONTRACTOR to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

5. If this Contract is cancelled or terminated under clause (20.6), in addition to other rights of the contracting agency provided in this Contract upon its breach by the CONTRACTOR, the CONTRACTOR will hold the contracting agency harmless against any additional expenses or costs incurred by the contracting agency in completing the work or in purchasing the services, materials, equipment or supplies contemplated by the Contract, and the contracting agency may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.

6. The CONTRACTOR will include the provisions of clauses (20.1) through (19.7) in every subcontract or purchase order altered only to reflect the proper identity of the parties in such manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The CONTRACTOR will take such actions in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the CONTRACTOR becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency the CONTRACTOR shall promptly so notify the Attorney General, requesting him to intervene and to protect the interests of the State of New York.

Article 21 - NEW YORK STATE NON-COLLUSIVE BIDDING CERTIFICATION

21.01 In addition to the other provisions herein contained to be done or performed by the CONTRACTOR as part of this Contract, the said CONTRACTOR certifies, pursuant to the provisions of Section 103-d of the New York State General Municipal Law that:

A. By submission of this Bid, each Bidder and such 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 their knowledge and belief:

B. 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 competitor; and

C. Unless otherwise required by law, the prices which have been quoted in this Bid have not knowingly be 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

D. 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.

1. A Bid shall not be considered for award nor shall nay award be made where A, B, and C, 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 and C 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 their designee, has determined that such disclosure was not made for the purpose of restricting competition.

E. The fact that a Bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) 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 subparagraph (A).

F. Any Bid hereafter made to any political subdivision of 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 (A) 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.

Article 22 - WAGE RATES

22.01 *New York State Rates*

A. New York State minimum wage rate schedules are bound at the end of these Supplementary Conditions.

B. The labor on this Contract shall be performed in all respects in full accordance with the Labor Law of the State of New York. In accordance with Section 220, Subdivision 3, and Section 220-D, of the Labor Law, the Industrial Commissioner has designated as the minimum hourly rates to be paid to employees on this work the rates shown on the attached schedules which shall be posted in a prominent and convenient place for the inspection of the CONTACTOR's employees. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages and supplements to be paid to all laborers, workmen

and mechanics employed on public work projects. The amount of supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements.

C. The CONTRACTOR shall make provision for disability benefits, workmen's compensation, unemployment insurance and social security, as required by law.

Article 23 - PROTECTION OF EXISTING FACILITIES

23.01 The CONTRACTOR shall conduct CONTRACTOR's operations and take all special temporary and permanent precautions necessary to insure a stable and secure job, and as may be required by the contract documents, the ENGINEER, the OWNER, and the public utilities, to protect and sustain in normal service all existing structures, equipment, utility lines, roadways and subsurface, submerged and overhead facilities which are to remain in place and undisturbed by CONTRACTOR's operations under this Contract completely at CONTRACTOR's own expense, unless otherwise provided for in the contract documents. The CONTRACTOR shall be held accountable for damage resulting from failure to exercise proper judgment in the progress of the work.

A. When power poles, light poles, pipes or portions of any other existing structures, or utilities, either visible or underground, constitute an avoidable interference to CONTRACTOR's operations, the CONTRACTOR shall consult with the owner of such facility prior to performing any work at or near the same. If permitted by the owner of the facility, the CONTRACTOR shall relocate or temporarily remove, and later restore, the interfering portion of the facility, as directed by said owner and the project OWNER, through the ENGINEER. If the owner of the facility so elects, they will perform such work with their own forces. Under either arrangement, the work shall be done at the CONTRACTOR's expense unless stated otherwise in the Contract Documents.

B. The CONTRACTOR shall immediately notify the ENGINEER, OWNER and the owner of any facilities which are exposed, disturbed, damaged or injured as a result of the CONTRACTOR's operations. The CONTRACTOR shall consult with the owner of such facility as to the proper method of replacing, repairing, or restoring the affected facilities to the conditions which existed prior to the CONTRACTOR's operations. If permitted by the owner of the facility, the CONTRACTOR shall, at CONTRACTOR's own expense, replace, repair, or restore affected facilities to their original condition, to the satisfaction of said owner.

C. In the event that the owner of the facility desires to use their own forces to perform the replacement, repairing or restoring of affected facilities, the CONTRACTOR shall reimburse the owner of said facilities for such expenses as said owner may accrue in performing such work. The CONTRACTOR shall not be entitled to receive additional compensation under this Contract for such work.

D. Upon learning of the existence and location of any utility omitted from or shown incorrectly on the contract drawings the CONTRACTOR shall notify the utility owner and the ENGINEER and assumes full responsibility for that utility's protection or relocation as described above.

Article 24 - MATERIALS FOUND AT THE SITE

24.01 All timber, fences, buildings, stone, sand, gravel, utility lines, pipes, and any other appurtenances, materials, or articles of value found on lands or in excavations within the contract limits shall be brought to the attention of the ENGINEER.

A. If such items are found in or upon lands of the OWNER, they shall remain the property of the OWNER. Such materials may, therefore be used by the CONTRACTOR in the work at the discretion of the ENGINEER or the OWNER, for purposes for which they are acceptable. If not otherwise claimed by the OWNER or OWNER's representatives, such items shall be considered waste and shall be disposed of by the CONTRACTOR as stipulated hereafter.

B. If such items are found in or upon lands or easements being used in the project but being owned by parties other than the OWNER, they shall remain the property of such other owners. If claimed by these owners, the items shall be turned over to these owners at the site of the work as the ENGINEER directs. If such items are not claimed by these owners, they may similarly be used in the work as stipulated in the preceding paragraph, or be considered waste and be disposed of by the CONTRACTOR as stipulated hereafter.

C. Disposal of waste materials shall be the CONTRACTOR's responsibility as an integral part of the Contract and shall be done without special payment from the OWNER. The decision as to whether disposal takes place inside or outside of the project limits shall be subject to control by the ENGINEER. If disposal takes place within the project limits, it shall be done by the CONTRACTOR subject to the direction and satisfaction of the ENGINEER. Waste material shall not be sold to parties within the project limits. If disposal takes place outside the project limits, it shall be done by the CONTRACTOR exclusively at the CONTRACTOR's discretion and be solely CONTRACTOR's responsibility. The CONTRACTOR will be required to show the ENGINEER how CONTRACTOR plans to dispose of the waste (i.e., unsuitable backfill, rock, etc.) in an environmentally acceptable manner. The ENGINEER will require copies of release forms from property owners who have agreed with CONTRACTOR to accept spoil materials. All construction, demolition and solid waste materials as classified by NYSDEC, part 360, regulations shall be properly disposed of in accordance with part 360 regulations at CONTRACTOR's expense.

Article 25 - USE AND PROTECTION OF WATERS IN NEW YORK STATE

25.01 The CONTRACTOR is advised that any work or operations which in any way disturb or affect the streambed or banks of any stream which is classified by the New York State Departmental of Environmental Conservation falls under the control and supervision of the Department of Environmental Conservation. In compliance with the law, the CONTRACTOR will be required to contact the Local Permit Agent of NYSDEC and advise them of CONTRACTOR's intent to impact said stream. They will then advise the CONTRACTOR of the procedures and conditions to be followed, if any, in making the stream crossings and/or working on the banks of the stream.

Article 26 – NYSDOT HIGHWAY WORK PERMIT

26.01 The General Contractor is required to apply for a NYSDOT Perm 32 highway work Permit and comply with all Permit Conditions, provided at the end of this section.

END OF SECTION-007310, EXCEPT FOR;

- New York State Dept. of Labor – Prevailing Wage Schedule
- Federal Wage Determination

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Schenectady County General Construction

Boilermaker — 08/01/2023

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 — 08/01/2023

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 — 08/01/2023

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 — 08/01/2023

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 08/01/2023

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 — 08/01/2023

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 08/01/2023

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 — 08/01/2023

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 — 08/01/2023

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 — 08/01/2023

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 08/01/2023

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 — 08/01/2023

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 — 08/01/2023

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 — 08/01/2023

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 — 08/01/2023

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 — 08/01/2023

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 08/01/2023

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 - Building 08/01/2023

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 - Heavy&Highway — 08/01/2023

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 — 08/01/2023

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

Millwright — 08/01/2023

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 Additional	07/01/2025 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

Operating Engineer - Building — 08/01/2023

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 **08/01/2023**

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 — 08/01/2023

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 — 08/01/2023

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 — 08/01/2023

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 **08/01/2023**

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 — 08/01/2023

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:

Bridge Painting:	07/01/2023	10/01/2023
	$ 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 — 08/01/2023

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.

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 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 — 08/01/2023

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 — 08/01/2023

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 — 08/01/2023

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 — 08/01/2023

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 **08/01/2023**

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 08/01/2023

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 08/01/2023

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 +$1.00 per* hour worked	$28.97 +$1.00 per* 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 **08/01/2023**

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

Schenectady County Residential

Laborer - Residential — 08/01/2023

JOB DESCRIPTION Laborer - Residential **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
IMPORTANT NOTE: This shall apply to all rehabilitation work on residential structures. "Rehabilitation" shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use. On new housing, shall be applicable only to site construction of all new work done by the Employer on one (1) family, two (2) family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.

Per hour

	07/01/2023
Laborer	$ 27.41

SUPPLEMENTAL BENEFITS
Per hour

Journeyman	$ 23.46

OVERTIME PAY
See (B, *H) on OVERTIME PAGE
*Double Time on Labor Day

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 building wage.

1st	2nd	3rd	4th
65 %	70 %	80 %	80 %

Supplemental Benefits per hour worked

Apprentices	$ 23.46

1-157r

Mason - Residential — 08/01/2023

JOB DESCRIPTION Mason - Residential **DISTRICT** 12

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
IMPORTANT NOTE: Applies to all rehabilitation work on residential structures. "Rehabilitation" shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use. On new housing, this article shall be applicable only to site construction of all new work done by the Employer on one (1) family, two (2) family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.

Per hour

	07/01/2023
Bricklayer	$ 24.20
Cement Mason	24.20
Plasterer	24.20
Point/Caulk/Clean	24.20
Acid Brick	24.20

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman	$ 11.94

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

12-2r.z1

Mason - Tile Setter & Finisher - Residential — 08/01/2023

JOB DESCRIPTION Mason - Tile Setter & Finisher - Residential **DISTRICT** 12

ENTIRE COUNTIES
Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES
IMPORTANT NOTE: Applies to the construction of one family, two family row housing, townhouses, apartments, condominiums and garden type projects or a combination thereof, together with related service buildings and facilities which construction work may be performed wholly on-site or may consist of the assembly of off-site produced modules or components but any of which living units are in the finished form no more than two (2) stories high and are to be utilized solely as dwellings.

Per hour	07/01/2023
Tile/Marble/Terrazzo	
Setter	$ 23.80
Finisher	19.08

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman Setter	$ 8.15
Journeyman Finisher	8.03

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

12-2TSFr

Operating Engineer - Residential — 08/01/2023

JOB DESCRIPTION Operating Engineer - Residential **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 then north along Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Route 44 and along Route 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
IMPORTANT NOTE: Applies to all rehabilitation work on residential structures. "Rehabilitation" shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use. On new housing, applicable only to site construction of all new work done by the Employer on one family, two family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.

Per hour	
	07/01/2023
Journeyperson	
All Classifications	$ 46.52

SUPPLEMENTAL BENEFITS
Per hour

Journeyperson
All Classifications $ 23.62

OVERTIME PAY
See (B, E2, *H) on OVERTIME PAGE
*If Labor Day is worked, the rate of pay shall be at double time rate.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

1-158r Alb

Sprinkler Fitter - Residential — 08/01/2023

JOB DESCRIPTION Sprinkler Fitter - Residential **DISTRICT** 1

ENTIRE COUNTIES
Albany, Rensselaer, Saratoga, Schenectady, Warren

WAGES
IMPORTANT NOTE: "Residential fire protection work" is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.

Per hour
07/01/2023

Sprinkler Fitter $ 32.54

SUPPLEMENTAL BENEFITS
Per hour

Journeyman $ 26.47

OVERTIME PAY

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.

1-669-3r

Teamster - Residential — 08/01/2023

JOB DESCRIPTION Teamster - Residential **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
IMPORTANT NOTE: Applies to all rehabilitation work on residential structures. "Rehabilitation" shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use. On new housing, applicable only to site construction of all new work done by the Employer on one (I) family, two (2) family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.

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

Group # A $ 22.97

Group # B 23.19

SUPPLEMENTAL BENEFITS
Per hour
$ 28.74

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (*5, 6) on HOLIDAY PAGE
*Labor Day, if worked, shall be paid at double time rate
Note: Any holiday which occurs on Sunday shall be observed the following Monday.

1-294r

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

"General Decision Number: NY20230002 08/25/2023

Superseded General Decision Number: NY20220002

State: New York

Construction Types: Building, Heavy and Highway

Counties: Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie and Washington Counties in New York.

BUILDING CONSTRUCTION PROJECTS (For all counties except COLUMBIA, FULTON, GREENE & MONTGOMERY) (does not include single family homes and apartments up to a including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(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
2	01/27/2023
3	02/24/2023
4	06/30/2023
5	08/25/2023

ASBE0040-002 05/01/2022

	Rates	Fringes
Asbestos/Insulator Worker		
SCOPE OF WORK: includes application of all insulating materials, protective, coverings, coating and finishing to all types of mechanical systems	$ 38.40	24.42
HAZARDOUS MATERIAL HANDLER		
Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of all insulation materials, whether they contain asbestos or not from mechancial systems	$ 38.40	24.42

BOIL0197-002 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 38.59	26.00

BRNY0002-019 07/01/2018

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, STONE MASONS, CEMENT MASONS, PLASTERERS, POINTERS, CAULKERS & CLEANERS	$ 36.19	20.48
HEAVY & HIGHWAY CONSTRUCTION		
CEMENT MASONS	$ 37.23	19.51
MARBLE, TILE & TERRAZZO FINISHERS	$ 27.16	16.85
MARBLE, TILE & TERRAZZO WORKERS	$ 34.66	19.58

CARP0279-006 07/01/2019

	Rates	Fringes
Carpenters:		
HEAVY AND HIGHWAY CONSTRUCTION (COLUMBIA AND GREENE COUNTIES)		
Carpenters, Millwrights,		

Pile Drivers.....$ 38.09 29.08

CARP0291-005 07/01/2022

	Rates	Fringes
Carpenters:		
SARATOGA COUNTY		
BUILDING	$ 34.00	23.18
WASHINGTON COUNTY		
BUILDING	$ 29.00	22.46

PAID HOLIDAYS: Labor Day, provided the employee has been on the payroll the calender week or any of the holiday week preceding the holiday and works the day after the holiday.

CARP0291-008 07/01/2022

ALBANY, FULTON, MONTGOMERY, RENSSELAER, SCHENECTADY AND SCHOHARIE COUNTIES

	Rates	Fringes
Carpenters:		
BUILDING CONSTRUCTION (Excluding Montgomery County)		
Carpenters & Soft Floor Layers	$ 34.00	23.18
Piledriver	$ 31.68	20.60
HEAVY & HIGHWAY CONSTRUCTION		
Carpenters	$ 37.52	23.55

CARP0291-010 07/01/2022

	Rates	Fringes
Carpenters:		
CARPENTERS	$ 37.52	23.55
DIVER TENDERS	$ 34.02	21.10
DIVERS (Dry Day)	$ 38.52	23.55
DIVERS	$ 62.52	23.55
PILEDRIVERS	$ 33.02	21.10

ELEC0236-001 06/01/2023

ALBANY; COLUMBIA; FULTON; GREENE (that portion North of a line following the south limits of the city of Catskill); MONTGOMERY; RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE; WASHINGTON

	Rates	Fringes
ELECTRICIAN	$ 46.50	31.31

ELEC0363-004 04/01/2023

GREENE COUNTY (Portion of)

	Rates	Fringes

ELECTRICIAN.....$ 45.50 3%+37.67+a

FOOTNOTE:
a. Paid Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

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ELEC1249-003 05/04/2020

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION: LIGHTING AND TRAFFIC SIGNAL Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic Monitoring systems and Road Weather information systems)		
Flagman	$ 27.72	6.75%+33.90
Groundman (Truck Driver)	$ 36.96	6.75%+33.90
Groundman Truck Driver (tractor trailer unit)	$ 39.27	6.75%+33.90
Lineman & Technician	$ 46.20	6.75%+33.90
Mechanic	$ 36.96	6.75%+33.90

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEC1249-004 05/03/2021

	Rates	Fringes
ELECTRICIAN (Line Construction)		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman	$ 32.82	7%+34.40
Groundman digging machine operator	$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit)	$ 46.50	7%+34.40
Groundman Truck driver	$ 43.76	7%+34.40
Lineman and Technician	$ 54.70	7%+35.40

Mechanic	$ 43.76	7%+34.40
Substation:		
Cable Splicer	$ 60.17	7%+35.40
Flagman	$ 32.82	7%+34.40
Ground man truck driver	$ 43.76	7%+34.40
Groundman digging machine operator	$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit)	$ 46.50	7%+34.40
Lineman & Technician	$ 54.70	7%+35.40
Mechanic	$ 43.76	7%+34.40
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation		
Cable Splicer	$ 61.62	7%+35.40
Flagman	$ 33.61	7%+34.40
Groundman Digging Machine Operator	$ 50.42	7%+34.40
Groundman Truck Driver (tractor-trailer unit)	$ 47.62	7%+34.40
Groundman Truck Driver	$ 44.82	7%+34.40
Lineman & Technician	$ 56.02	7%+35.40
Mechanic	$ 44.82	7%+34.40

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-007 05/02/2022

COLUMBIA COUNTY

	Rates	Fringes
ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS)		
Flagman	$ 28.91	7%+34.90

Groundman Digging Machine Operator.....$ 43.37 7%+34.90
Groundman Truck Driver (Tractor-trailer unit).....$ 40.96 7%+34.90
Groundman Truck Driver.....$ 38.55 7%+34.90
Lineman and Technician.....$ 48.19 7%+36.90
Mechanic.....$ 38.55 7%+34.90

PAID HOLIDAYS:
a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249-008 01/01/2022

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer	$ 36.28	3%+5.14
Groundman	$ 18.25	3%+5.14
Installer Repairman-Teledata		
Lineman/Technician-Equipment Operator	$ 34.43	3%+5.14
Tree Trimmer	$ 28.25	3%+10.23

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ELEV0035-001 01/01/2023

ALBANY; COLUMBIA (Towns of Claverack, Hillsdale, Ghent, Stockport, Austerlitz, Canaan, New Lebanon, Chatham, Kinderhook, Styvesant and Greenport); FULTON; GREENE (Towns of Durham, Greenville, New Baltimore, Coxcsackie and Athens); MONTGOMERY, RENSSELAER, SARATOGA, SCHENECTADY, SCHOHARIE AND WASHINGTON COUNTIES

	Rates	Fringes
Elevator Constructor	$ 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.

ELEV0138-004 01/01/2023

COLUMBIA COUNTY (THE TOWNS OF ANCRAM, CLERMONT, COPAKE,

GALLATIN, GERMANTOWN, LIVINGSTON, AND TAGHKANIC); GREEN COUNTY (THE TOWNS OF HUNTER AND CATSKILL)

	Rates	Fringes
ELEVATOR MECHANIC	$ 67.35	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.

ENGI0158-008 07/01/2022

BUILDING

EXCLUDING MONTGOMERY COUNTY

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP A(1)	$ 47.81	30.74
GROUP A	$ 47.32	30.74
1	$ 49.06	30.74
2	$ 50.06	30.74
GROUP B	$ 46.30	30.74
GROUP C	$ 43.40	30.74

Hazardous work - Anytime Operating Engineers are involved with level C or above, $2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (BUILDING):

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom truck (over 5 tons)

GROUP A(1): Crane Premiums:
1 over 150'- $1.00
2 over 200'- $2.00

GROUP A: Shovel, All Excavators (including rubber tire full swing), gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, Belcrete system, automated asphalt concrete plant and tractor road paver, boom truck (5 tons and under), maintenance engineer, self contained crawler, drill-hydraulic rock drill.

GROUP B: Backhoe, (rubber-tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms,

hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller

GROUP C: Fork lift, high lift, lull, oiler, fireman and heavy- duty greaser, boilers, and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4"" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps

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ENGI0158-026 07/01/2022

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 49.42	29.55
GROUP 2	$ 48.51	29.55
GROUP 3	$ 45.94	29.55
GROUP 4	$ 53.42	29.55
GROUP 5	$ 52.42	29.55
GROUP 6	$ 51.42	29.55
GROUP 7	$ 51.03	29.55

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY & HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader

and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

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IRON0012-011 07/01/2022

ALBANY; COLUMBIA; FULTON (Albin, Bleecker, Broad, Johnstown, Mayfield, Northampton and Perth); GREENE, MONTGOMERY (Amsterdam, Charleston, Florida, Glen, Mohawk and Root); RENSSELAER, SARATOGA; SCHENECTADY; SCHOHARIE; and WASHINGTON COUNTIES:

	Rates	Fringes

Ironworkers:
Sheeter, Bucker-up.....$ 33.75 26.53
Sheeter.....$ 33.75 26.53
Structural, Ornamental, Rodman, Machinery Mover, Rigger, Fence Erector, Reinforcing, Stone Derrickmen.....$ 33.50 26.53

IRON0440-007 07/01/2022

FULTON (Twps. of Caroga, Ephratah, Oppenheim, Stratford); MONTGOMERY (Twps of Canajoharie, Minden, Palatine, St. Johnsville):

	Rates	Fringes
IRONWORKER		
Structural, Ornamental, Rodman, Machinery Mover, Rigger, Fence Erector, Reinforcement, and Stone Derrickman	$ 31.25	29.19

LABO0017-001 07/01/2019

COLUMBIA COUNTY (Twps of Greenport, Claverack, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont and the City of Hudson)

	Rates	Fringes
LABORER		
COLUMBIA COUNTY (Townships of Greenport, Claverack, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont, and the City of Hudson) (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work) HEAVY & HIGHWAY		
GROUP 1	$ 38.90	27.15+a
GROUP 2	$ 43.15	27.15+a
GREENE COUNTY (Township of Catskill) HEAVY & HIGHWAY:		
GROUP 1	$ 34.15	27.15+a
GROUP 2	$ 38.90	27.15+a
GROUP 3	$ 43.15	27.15+a
GROUP 4	$ 48.00	27.15+a
TUNNEL, SHAFT & CAISSON WORK		
GROUP 1	$ 48.05	29.50+a

For HEAVY & HIGHWAY CLASSIFICATIONS in COLUMBIA COUNTY (Townships of Greenport, Claverack, Clermont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, Philmont and the City of Hudson)

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective equipment and clothing are not required

GROUP 2: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required

For HEAVY & HIGHWAY CLASSIFICATIONS in GREENE COUNTY (Township of Catskill)

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Lincoln's Birthday, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day, provided the employee is an employee of the company prior to the scheduled holiday and reports to work the first day following the holiday unless prevented from doing so for legitimate reasons.

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk form setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipe lining and relining, wellpoints, conduit and duct layer, wire puller, rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and caustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf,

retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, laser men. Ground man on milling machine

GROUP 3 Ingersoll Rand heavy duty crawler-master HCMZ, any drill using a 4"" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman

For TUNNEL, SHAFT & CAISSON WORK CLASSIFICATIONS

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powderman;
Miner and all machine men, Safety Miner, all shaft work, caisson work, drilling, blow pipe, all air tools, tugger, scaling, nipper gunniting from pot to nozzle, bit grinder, signal man (top and bottom), shield driven tunnel, mixed face and soft ground liner plate tunnel in free air

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LABO0035-001 07/01/2017

FULTON (TWPS OF CAROGA, EPHRATA, OPPENHEIM, AND STRAFORD);
MONTGOMERY (TWPS OF CANAJOHARIE, MINDEN AND PALATINE, ROOT AND ST. JOHNSVILLE)

	Rates	Fringes
Laborers Building Construction		
Asbestos Removal	$ 24.00	20.64+a
Blasters, Form Setters, MotorBuggy Operator (Rider Type)	$ 23.00	20.64+a
Hazardous Waste Removal		
Hazardous waste removal includes wetting, stripping, removal, scrapping, vaccuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems	$ 24.00	20.64+a
HEAVY & HIGHWAY:		

GROUP 1:	$ 28.05	23.74+a
GROUP 2:	$ 28.25	23.74+a
GROUP 3:	$ 28.45	23.74+a
GROUP 4:	$ 28.65	23.74+a
Laborers	$ 22.50	20.64+a
Pipelayers, Motor Mixers, Motor Buggy Operator (Walk Behind) Power Lift (Walk Behind)	$ 22.65	20.64+a
Wagon Drill Operator	$ 22.90	20.64+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

GROUP 1: Common Laborers, Flagman, Outboard and Hand boats

GROUP 2: Bull Float, Chain Saw, Concrete aggregate bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jackhammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of all steel mesh, Small generators for laborer's tools, Installation of bridge drainage, Pipelayers, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw Operator on asphalt paver, Water pump operator (1 1/2"" and single diaphragm), Nozzle (asphalt, gunnite, seeding and sand blasting), Laborers on chain link fence erection, Rock splitter and power unit, Pusher type concrete saw and all other gas, electric, oil, and air tool operators, Wrecking laborers

GROUP 3: All rock or drilling machine operators (except quarry master and similar type), Acetylene torch operators, and Asphalt paver, Powderman

GROUP 4: Blasterers, Form setters, Stone or Granite Curb setters

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LABO0157-001 07/01/2017

FULTON (Twps. of Bleeker, Mayfield, Northhampton, Johnstown, Broadalbin and Perth); MONTGOMERY (Twps. of Mohawk, Glen, Charleston, Amsterdam, and Florida); SARATOGA (Twps. of Day, Hadley, Edinburg, Corinth, Moreau, South Glens Falls, Providence, Greenfield, Wilton, Northcumberland, Galway, Milton, Saratoga Springs, Charlton, Ballston, Malta and Clifton Park); SCHENECTADY and SCHOHARIE COUNTIES.

	Rates	Fringes
LABORER		
BUILDING:		
GROUP 1	$ 28.74	20.14+a
GROUP 2	$ 30.09	20.14+a
HEAVY & HIGHWAY:		
GROUP 1	$ 30.55	21.29+a
GROUP 2	$ 30.75	21.29+a
GROUP 3	$ 30.95	21.29+a
GROUP 4	$ 31.15	21.29+a
GROUP 5	$ 32.55	21.29+a

LABORER CLASSIFICATIONS

Group 1: Common Laborers

Group 2: Asbestos and Toxic Materials

Commercial projects valued at $800,000 or less and/or industrial projects valued at $100,000 or less, excluding demolition work (the complete razing of structures) 75% of the basic wage scale with full benefits will apply

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

LABORER CLASSIFICATIONS

GROUP 1: Common laborers, flagman, outboard & hand boats

GROUP 2: Bull float, chain saw, concrete aggregate bin, concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' tools, installation of bridge drainage, pipelayers, vibrator type rollers, tamper, drill doctor, tail or screw operator on asphalt paver, water pump operator (1 1/2"") and single diaphragm), nozzle (asphalt, gunnite, seeding, and sand blasting), laborers on chain fence erection, rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil, and air tool operators, wrecking laborers

GROUP 3: All rock drilling machine operators (except quarry master and similar type), acetylene torch operator, and asphalt paver, powderman

GROUP 4: Blasterers, form setters, stone or granite curb setters

GROUP 5: Hazardous waste removal

LABO0190-001 07/01/2022

ALBANY; GREEN; RENSSELAER COUNTY, WASHINGTON COUNTY, SARATOGA COUNTY (Townships of Stillwater, Halfmoon, Saratoga)

	Rates	Fringes
Laborers:		
BUILDING:		
GROUP 1	$ 32.86	24.57
GROUP 2	$ 34.21	24.57

LABORERS CLASSIFICATIONS

GROUP 1: Common Laborers

GROUP 2: Hazardous waste removal Commercial projects valued at $800,000 or less and/or industrial projects valued at $100,000 or less excluding demolition work, (complete razing of structures) will receive 75% of basic wage scale with full fringes will apply

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LABO0190-002 07/01/2018

ALBANY; RENSSELAER; COLUMBIA (Twps. of Stuyvesant, Stockport, Kinderhook, New Lebanon, Cannan, Ghent, Chatham, Austerlitz). GREENE (except Catskill Township). WASHINGTON COUNTY. SARATAGO COUNTY (Townships of Stillwater, Halfmoon Saratoga)

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY:		
GROUP 1:	$ 30.94	22.70
GROUP 2:	$ 31.14	22.70
GROUP 3:	$ 31.34	22.70
GROUP 4:	$ 31.54	22.70
GROUP 5:	$ 32.94	22.70

FOOTNOTE:
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

LABORERS CLASSIFICATIONS

GROUP 1: Common laborers, flagmen, outboard and hand boats

GROUP 2: Bull float, chain saw, concrete aggregated bin, concrete bootman, gin buggy, hand or machine vibrator, jackhammer, mason tender, mortar mixer, pavement breaker, handlers of all steel mesh, small generators for laborers' tools, installation of bridge drainage, pipelayers, vibrator type rollers, tampers, drill doctor, Tail or screw operator on asphalt paver, Water pump operator (1 1/2"" and single diaphragm), Nozzle (asphalt, gunnite, seeding, and sand blasting) Laborers on chain link fence erection, rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil, air tool operators, and wrecking laborers

GROUP 3: All rock air drilling machine operators (except quarry master and similar type), acetylene torch operators, and asphalt paver, powderman

GROUP 4: Blasterers, form setters, stone or granite curb setters

GROUP 5: Hazardous waste removal

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* LABO0235-006 05/01/2023

COLUMBIA (Twps. of Greenport, Claverack, Hillsdale, Livingston, Germantown, Taghkanic, Copake, Clermont, Gallatin, Ancram):

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY		
GROUP 1	$ 36.45	27.80+a
GROUP 2	$ 42.80	27.80+a
GROUP 3	$ 43.90	27.80+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson; Placing and maintenance of all flares, cones, lights, signs, barricades; traffic control custodial work; traffic directors; temporary heat or light tenders; tool rooms

GROUP 2: General Laborers, Dumpman, Pitman, Concrete man; Signal man; Pipelayers; Rip rap; Dry stone layer; Jack hammer; Powderman; Highscalers power buggy operator; Steel rod carrier; Vibratory operator; other machine operator; wrecking; Vibrator operator-compactor; Gunite and sandblasting; Water pump 2"" or under; Nipper; Chucker; Asphalt Workers

GROUP 3: Asphalt raker; Asphalt Screedman; Drillers (all); Laser Beam Operator; Form Setter/Aligners; Blasters

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, November Election Day, Thanksgiving Day, and Christmas Day

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PAIN0009-013 07/01/2022

	Rates	Fringes
GLAZIER	$ 34.01	26.91

PAIN0155-002 05/01/2021

COLUMBIA AND GREENE COUNTIES

	Rates	Fringes
Painters:		
Drywall Finisher	$ 35.94	24.66
Lead Abatement Work	$ 35.94	24.66
Painter/Paperhanger	$ 35.94	24.66
Spray Rate	$ 36.94	24.66

PAIN0201-001 05/01/2022

	Rates	Fringes
Painters:		
Lead Abatement Workers, Structural Steel		
Zone 1	$ 31.79	19.75
Zone 2	$ 31.79	19.75
Painters, Drywall Finishers, Spray		
Zone 1	$ 30.79	19.75
Zone 2	$ 30.79	19.75

Zone #1 Entire counties of ALBANY, FULTON, MONTGOMERY, RENNSELAER, SCHOHARIE, SCHENECTADY AND SARATOGA

ZONE #2 All of WASHINGTON County

PAIN0806-002 10/01/2022

ALBANY, COLUMBIA, FULTON, GREENE, MONTGOMERY, RENNSELAER,

SCHOHARIE, SCHENECTADY, SARATOGA AND WASHINGTON

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	$ 54.50	52.73

PLUM0007-001 05/01/2023

ALBANY; COLUMBIA; FULTON; GREENE; MONTGOMERY; RENSSELAER; SCHENECTADY; SARATOGA (Towns of Charlton, Clifton Park, Galway, Halfmoon, Milton, Stillwater and Waterford)

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 50.68	28.35

PLUM0112-019 05/01/2022

Townships of Canajoharie and Minden

	Rates	Fringes
PLUMBER (Including Steamfitting)		
Northern Zone	$ 39.25	31.35

PLUM0773-002 05/01/2022

SARATOGA (Remainder of County); WASHINGTON COUNTY:

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 39.65	32.73

ROOF0203-003 06/01/2021

SCHOHARIE COUNTY:

	Rates	Fringes
ROOFER	$ 28.05	17.79

ROOF0241-001 07/01/2022

	Rates	Fringes
ROOFER	$ 33.55	22.35

SFNY0669-001 04/01/2023

	Rates	Fringes
SPRINKLER FITTER	$ 42.73	26.47

SHEE0083-001 06/01/2019

	Rates	Fringes
Sheet metal worker	$ 33.73	33.04+a

FOOTNOTE:
a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence

Day, Labor Day, Thanksgiving Day, Christmas Day. If any of these holidays fall on a Saturday or Sunday, either the preceding Friday or following Monday will be observed as the holiday.

TEAM0294-003 07/01/2021

	Rates	Fringes
Truck drivers:		
HEAVY & HIGHWAY		
GROUP 1	$ 32.65	27.52+a
GROUP 2	$ 32.71	27.52+a
GROUP 3	$ 32.80	27.52+a
GROUP 4	$ 32.93	27.52+a
GROUP 5	$ 33.09	27.52+a

TRUCK DRIVERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Pick-ups, panel trucks, flatboy material trucks (straight jobs), single axle dump trucks, dumpsters, receivers, greasers, truck tireman

GROUP 2: Tandems, batch trucks, mechanics

GROUP 3: Semi-trailers, low-boy trucks, asphalt distributor trucks, agitator, mixer trucks and dumpcrete type vehicles, truck mechanic, fuel truck

GROUP 4: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit

GROUP 5: Off-highway tandem back dump, twin engine equipment and double hitched equipment where not self-loaded

FOOTNOTE:
a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee works the day before and the day after the holiday.

TEAM0294-004 07/01/2019

BUILDING CONSTRUCTION

EXCLUDING MONTGOMERY COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 27.67	24.28+a
GROUP 2	$ 27.97	24.28+a

FOOTNOTES:

a. One week vacation after 1 year; 2 weeks vacation after 5 years.

TRUCK DRIVERS BUILDING CLASSIFICATIONS

GROUP 1: Straight, winch, transit mix on job site, road oilers, dump, panel, pick-up, water and fuel trucks on site

(including nozzle)

GROUP 2: Euclid or similar equipment, lowboy or lowboy trailers

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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"

Form PERM 32 (December 2015)

Highway Work Permit Application for Utility Work Instructions and Form

INSTRUCTIONS FOR COMPLETING THE APPLICATION

FRONT OF APPLICATION

Three (3) copies of the entire application, work plans and all other supporting documents must be submitted. At the time of application, certain information relative to fees and deposits may be contingent upon determinations to be made by the Department. In such cases, the information may be left blank and remittance withheld until a determination is made.

Please complete the following:

- Permittee name, address, phone and email address. Provide joint applicant contact information, if appropriate. If there are additional applicants, attach contact information on a separate sheet.
- Name and phone number(s) of emergency contact person.
- If permit is to be returned to someone other than the applicant, complete this section.
- If the guarantee deposit or bond is to be returned to someone other than applicant, complete this section.
- Estimate the cost of work being performed in the state highway right-of-way and provide this figure.
- Indicate anticipated duration of work to be performed with starting date and ending date.
- Indicate the form of insurance coverage to be provided.
- Give a brief description of the work that is proposed to be done under this permit.
- Indicate whether any overhead and/or underground work (5 foot or greater depth) is included in the proposed work.
- Plans and specifications should accompany this application for any work that involves construction within the state highway right-of-way. Place a check mark on the lines for plans and specifications if they are attached to this application.
- Location of the project should be identified by State Route, highway reference marker(s), and the municipality and county in which work area is located.
- In regard to State Environmental Quality Review (SEQR), indicate the type of action, the name of the Lead Agency, and what date the final determination was made, if available.
- Signature of applicant and date.
- Signature of second applicant, if any, and date.

BACK OF APPLICATION

- Check type of work that will be performed.
- In the appropriate column, indicate total amount of permit fees
- Indicate Utility Charge Account Number if applicable
- Indicate type of performance security provided (bond, deposit, letter of credit), if required.
- Indicate check number of deposit or bond number.

RESPONSIBILITIES OF PERMITTEE
PURSUANT TO UTILITY HIGHWAY WORK PERMITS

NOTE: FAILURE TO OBTAIN A PERMIT OR FAILURE TO COMPLY WITH THE TERMS OF A PERMIT MAY RESULT IN THE DEPARTMENT HALTING THE ACTIVITY FOR WHICH A PERMIT IS REQUIRED UNTIL ADEQUATE CORRECTIONS HAVE BEEN MADE.

1. LIMITATIONS ON USE: The specific site identified in this Highway Work Permit, and only that site identified, will be available for use by Permittee only for the purpose stated in this Permit and only on the date(s) and for the duration designated in this permit. This Permit does not authorize any infringement of federal, state or local laws or regulations, is limited to the extent of the authority of NYSDOT and is transferable and assignable only with the written consent of the Commissioner of Transportation. The Commissioner reserves the right to modify fees and to revoke or annul the Permit at any time, at his/her discretion without a hearing or the necessity of showing cause.

2. CONDITIONS OF USE: NYSDOT makes no affirmation that the state-owned site used for the work has been designed, constructed, or maintained for the purpose of the conduct of the work. The Permittee assumes full responsibility for planning and conducting a safe and orderly project that does not expose workers or the public to any unreasonable hazards and that involves a minimal disruption of the normal uses of the state and local highway systems. **It shall be the sole obligation of the Permittee to determine whether the site is suitable for the purpose of safely conducting the work.** The Permittee assumes all responsibility for assuring that the use of the highway/property conforms to applicable requirements of law, including, but not limited to those set forth herein.

Permittee agrees to assure compliance with New York Labor Law, industrial regulations, and OSHA regulations, and to assure the safety of all workers who will be engaged to do the permitted work.

3. INSURANCE COVERAGE: Permittee must have the insurance that is required for the type and extent of the work being performed.

Permittee agrees to maintain liability insurance in full force and effect throughout the term of the highway work permit. Expiration of, or lack of, liability insurance automatically terminates the permit.

To comply with this requirement, an applicant must furnish the Department with one of the following:

- A completed **Certificate of Insurance** evidencing the required types and limits of insurance coverage, with New York State Department of Transportation named as an additional insured on the commercial general liability policy. An industry standard **ACORD 25** form with an **ACORD 855** Addendum is acceptable evidence of the required coverage. Certificate Holder should be indicated as New York State Department of Transportation, with the address of the issuing office.

- A fully executed **Undertaking Agreement** may be provided by Municipalities, Public Utilities, Transportation Corporations, Public Service Corporations or Railroads, as an alternative to providing proof of commercial general liability the insurance.

See PERM 32 Submission Package Requirements on page 4 for more detailed guidance on insurance coverage.

4. COMPENSATION AND DISABILITY INSURANCE COVERAGE: Permittee is required to have compensation insurance and disability coverage as noted in the provisions of the Worker's Compensation Law and Acts amendatory thereof for the entire period of the permit, or the permit will be invalid. Applicant must provide proof of coverage (Form C-105.2, U-26.3 or SI-12 for Worker's Compensation, and DB-120.1 or DB-155 for Disability Benefits), or provide proof of exemption from this requirement (Form CE-200).

5. INDEMNIFICATION: Permittee agrees that, in addition to any protection afforded to NYSDOT under any available insurance, NYSDOT shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations; whether undertaken by Permittee's own forces or by contractor or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, NYSDOT and their agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any claim, including but not limited to claims for personal injuries, property damage or wrongful death and/or environmental claims, in any way associated with the Permittee's activities or operations, no matter how caused.

6. NOTIFICATION: The following should be notified at the appropriate time as shown below:

- Commissioner of Transportation, through the NYSDOT regional office, one week prior to commencing work.
- Area gas distributors, 72 hours prior to any blasting.
- Utility companies with facilities in work areas, before starting work (in accordance with Industrial Code 53).
- Permission from utility company must be obtained before commencing work affecting the utilities' facilities.
- NYSDOT regional signal maintenance shop, 3 days prior to starting work (traffic signal work).
- NYSDOT regional office, at conclusion of work, and return original copy of permit to Resident Engineer.

NOTIFICATION FOR ANNUAL MAINTENANCE PERMITS: (1) Except in emergencies, the applicant will notify the regional director and resident engineer in writing, at least 72 hours before work is started. This notice will contain a complete description of the work to be done, including sketches where essential. (2) In emergencies, telephone notice will be immediately given the resident engineer, and the full requirements outlined above will be met as soon as possible, and not later than the first working day following the emergency notice.

7. SITE CARE AND RESTORATION: A bond, deposit (bank cashier's check), or a Letter of Credit, in an amount designated by the Department of Transportation, may be required before a permit is issued, in order to guarantee restoration of the site to its original condition. A fully executed Undertaking Agreement may be accepted as an alternative security, where applicable. If the Department is obliged to restore the site to its original condition, the costs to the Department will be deducted from the amount of the permittee's deposit at the conclusion of the work. Costs in excess of the bond/deposit on file will be billed directly to the permittee. If permittee posts a Letter of Credit, the Department may elect to have a contractor restore the site, and issue a draft drawn against the Letter of Credit as payment.

- Anyone working within state highway right-of-way must wear **high visibility apparel** and **hard hat** meeting ANSI Class 2 requirements.
- No unnecessary obstruction is to be left on the pavement or the state highway right-of-way, or in such a position as to block warning signs during non-working hours.
- No work shall be done to obstruct drainage or divert creeks, water courses or sluices onto the state highway right-of-way.
- All false work must be removed and all excavations must be filled in and restored to the satisfaction of the Regional Maintenance Engineer.

8. COSTS INCURRED BY ISSUANCE OF THIS PERMIT: All costs beyond the limits of any liability insurance, surety deposits, etc. are the responsibility of the permittee. The State shall be held free of any costs incurred by the issuance of this permit, direct or indirect.

9. SUBMITTING WORK PLANS: The applicant will submit three (3) copies of work plans and/or maps as required by the Department. This shall include (but not be limited to) such details as: measurements of driveways with relation to nearest property corner; location of existing and proposed poles, guide rail, signal equipment, trees or drainage structures; positions of guys supporting poles; a schedule of the number of poles and feet of excavation necessary for completion of work on the State right-of-way. A description of the proposed method of construction will be included.

- Plan work with future adjustments in mind, as any relocation, replacement or removal of the installation authorized by this permit and made necessary by future highway maintenance, reconstruction or new construction, will be the responsibility of the permittee.
- The permittee must coordinate the work with any State construction being conducted.

10. TRAFFIC MAINTENANCE: A plan detailing how the permittee intends to maintain and protect traffic shall be submitted with work plans. Traffic shall be maintained on the highway in a safe manner during working and non-working hours until construction is completed. The permittee is responsible for traffic protection and maintenance, including adequate use of signs, barriers, and flag persons during working and non-working hours until construction is completed. All sketches will be stamped with "MAINTENANCE OF TRAFFIC SHALL BE IN CONFORMANCE WITH THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."

11. COST OF INSPECTION AND SUPERVISION: Prior to issuance of the Highway Work Permit, the permittee may be required to sign an INSPECTION PAYMENT AGREEMENT FOR HIGHWAY WORK PERMITS (FORM PERM 50) agreeing to the payment of construction inspection charges, based on the number of work days involved.

12. SCOPE:

- **Areas Covered:** Permits issued are for highways, bridges and culverts over which the New York State Department of Transportation has jurisdiction. (Local governments issue permits for highways under their jurisdiction.) Work locations must be approved by the Department.
- **Maintenance:** Unless noted otherwise, applicant shall be fully responsible for the maintenance of all items installed and/or altered as shown on the approved permit plans and documents. Property owners having access to a state highway shall be fully responsible for the maintenance of their driveway in accordance with POLICY AND STANDARDS FOR ENTRANCES TO STATE HIGHWAYS.
- **Work Commencement:** The Permittee shall have a copy of the permit available at the site during the construction period. Work should start within 30 days from validation date of permit or said permit may be revoked.

13. REPORTING ACCIDENTS: Permittee is required to report any accidents that occur during the course of the permit work to their insurance company, and to provide the Department with a copy of any such report.

14. COMPLETION OF PROJECT: Upon completion of the work within the State highway right-of-way authorized by the work permit, the person and his or its successors in interest shall be responsible for the maintenance and repair of such work or portion of such work as set forth within the Terms and Conditions of the Highway Work Permit.

15. USE AND OCCUPANCY: A Use & Occupancy agreement may be a requirement of this permit. If required, Applicant agrees to enter into a Use & Occupancy agreement with the department, and to pay all fees associated with ongoing occupancy of state right-of-way, and all other conditions required under the Use & Occupancy agreement.

PERM 32 Submission Package Requirements

Submit three (3) copies of the final submission package: Submission package must include the entire PERM 32 with all work plans and supporting documents, including the following (check all that apply):

☐	Stamped Final Plans – Submit in PDF file format on CD, with three (3) paper copies (1" = 50'), or as requested
☐	ACORD 25 - Certificate of Insurance, with NYSDOT named as Additional Insured (See line 3 below).
☐	ACORD 855 - New York Construction Certificate of Liability Insurance Addendum (See line 3 below).
☐	PERM 1, 2, 6 or 16 - Undertaking Agreement, if applicable (See line 4 below).
☐	PERM 36 - Attachment to Highway Work Permit – Consultant Inspection, if applicable
☐	PERM 44 - Surety Bond – Performance bond in Applicant's name, or deposit (Bank cashier's check required)
☐	PERM 50 – Inspection/Supervision Payment Agreement, if applicable
☐	Proof of Worker's Compensation Insurance (Form C-105.2, U-26.3 or SI-12), or proof of exemption (Form CE-200)
☐	Proof of Disability Benefits Coverage (Form DB-120.1 or DB-155), or proof of exemption (Form CE-200)
☐	Permit Fees
☐	Other (specify):

Insurance Requirements

1) In most cases, Permittee must provide proof of **Commercial General Liability** insurance coverage with limits of liability not less than **$1,000,000** per claim/occurrence, unless any of the following circumstances exist, in which case the limits of liability shall not be less than **$5,000,000** per claim/occurrence:

   (a) The estimated value of permitted work in state right-of-way is $250,000 or more (see line 5 below);
   (b) The permitted work requires or includes the construction, alteration or maintenance of underground features at any depth five feet or more below grade;
   (c) The permitted work requires or includes the construction, alteration or maintenance of overhead features that include, but are not limited to, traffic signals, overhead sign structures, retaining walls or other grade separation structures.

2) Exceptions to the above liability limits include: (a) Annual maintenance permits require limits of liability not less than $5,000,000 per claim/occurrence; (b) Permits for vegetation control activities require limits of liability not less than $1,000,000 per claim/occurrence; (c) Residential driveway permits require limits of liability not less than $500,000 per claim/occurrence; and (d) Adopt-a-Highway permits are exempt.

3) **ACORD 25** with **ACORD 855** (New York Construction Addendum) shall be submitted as an acceptable proof of liability coverage. New York State Department of Transportation should be named as Additional Insured and as the Certificate Holder at the address of the issuing office.

4) Municipalities, public utilities, public authorities and railroads may elect to provide a fully executed **Undertaking Agreement** as a substitute for providing proof of insurance coverage, or any other financial security otherwise required.

5) When the estimated cost of work being performed in the right-of-way equals or exceeds $250,000, Permittee must additionally provide proof of a **Protective Liability (OCP)** insurance policy with a minimum liability limit of $1,000,000 per occurrence, with New York State Department of Transportation as Named Insured.

Permittee agrees to maintain liability insurance in full force and effect throughout the term of the highway work permit. Expiration of, or lack of, liability insurance coverage automatically terminates the permit.

For more information on insurance requirements, go to: www.dot.ny.gov/permits-insurance

STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION

HIGHWAY WORK PERMIT APPLICATION FOR UTILITY WORK

Application is hereby made for a highway work permit:

Name _____

Address _____

City _____ State _____ Zip _____

Applicant Phone (_____)_____

Applicant Email Address _____

For Joint application, name and address of Applicant 2 below:

Name _____

Address _____

City _____ State _____ **Zip** _____

Applicant 2 Phone (_____)_____

Applicant 2 Email Address _____

Emergency Contact _____

Emergency Phone (_____) _____

RETURN PERMIT TO: ***(if different from Permittee)***

Name _____

Address _____

City _____ State _____ Zip _____

RETURN DEPOSIT/BOND TO: ***(if different from Permittee)***

Name _____

Address _____

City _____ State _____ Zip _____

DESCRIPTION OF PROPOSED WORK:

Estimated cost of work being performed in highway right-of-way: $ _____

Anticipated duration of work: From _____ to _____ (applies to the operations indicated on the reverse side)

WILL OVERHEAD OR UNDERGROUND (5'+) OPERATIONS BE INVOLVED IN THE PROPOSED WORK? YES ☐ NO ☐

ATTACHED: Plans ☐ Specifications ☐

LOCATION: State Route: _____ Located Between Reference Markers _____ and _____

City/Town/Village of _____ County of _____

SEQR REVIEW (select one)

☐ Type II ☐ Type I ☐ Unlisted LEAD AGENCY: _____ DATE OF DETERMINATION: _____

Insurance (check one): ☐ General Liability Insurance ☐ Undertaking

NOTE: PERMIT IS ISSUED CONTINGENT UPON ALL LOCAL REQUIREMENTS BEING SATISFIED

ACKNOWLEDGMENT: ON BEHALF OF THE APPLICANT, I HEREBY REQUEST A HIGHWAY WORK PERMIT, AND DO ACKNOWLEDGE AND AGREE TO THE RESPONSIBILITIES OF PERMITTEE AND THE OTHER OBLIGATIONS SET FORTH IN THIS PERMIT AND WARRANT COMPLIANCE THEREWITH.

Applicant Signature _____ Date _____

Applicant 2 Signature _____ Date _____

Approval recommended by Resident Engineer _____ Res No _____ Date _____

Approved by Regional Traffic Engineer _____ Reg No _____ Date _____

		Operational Type and Description	PERMIT FEES				
			Base Fee	QTY	Unit Rate	Sub Total	Total Fees
ORIGINAL INSTALLATION				**Number of feet/poles**			
☐	1a1	Underground - excavation, tunneling, boring, installing, etc.	32		.32/foot	0	
☐	1a2	Underground - Commercial subsurface connection	32		.32/foot	0	
☐	1a3	Underground - Residential subsurface connection	32		.32/foot	0	
☐	1b1	Overhead - Erecting poles, towers	63		2.50/unit	0	
☐	1b2	Overhead - Running new lines	63				
☐	1b3	Overhead - Commercial service connection	19				
☐	1b4	Overhead - Residential service connection	19				
☐	1c1	Installation on bridge or culvert	63				
☐	1c2	Installation on bridge or culvert requiring structural changes	625				
MAINTENANCE				**Number of regions/counties**			
☐	2a	Maintenance, single job	32				
☐	2b1	Annual maintenance per region			2500		0
☐	2b2	Annual maintenance per county			625		0
☐	2c	Repair of water or sewer lines	32				
☐	2d	DOT requested maintenance	N/C				
AFTER ORIGINAL CONSTRUCTION				**Number of regions/counties**			
☐	3a1	Annual – includes overhead connections – per region			2500		0
☐	3a2	Annual – includes overhead connections – per county			625		0
☐	3b	DOT requested relocation	N/C				
☐	3c	Commercial subsurface service connection	32				
☐	3d	Commercial overhead service connection	19				
☐	3e	Residential subsurface service connection	32				
☐	3f	Residential overhead service connection	19				
MISCELLANEOUS UTILITY WORK							
☐	4	Miscellaneous (describe below)	32				

UTILITY CHARGE ACCOUNT NUMBER: _____ WORK ORDER/REF NO: _____

PERFORMANCE SECURITY (Select One): Guarantee Deposit – Cash ☐ Performance Bond ☐ Letter of Credit ☐

Guarantee Deposit Amount: _____

Guarantee Deposit Check Number or Bond Number: _____

(To be completed by NYSDOT issuing office)

Project Identification Number _____ Highway Work Permit No. _____

State Highway (SH) Number _____ Record ID Number _____

Town of Rotterdam Harassment Policy Clause

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

_____

Signature

_____

Name of Company or Corporation

_____

Address

_____

City, State Zip

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 011100

SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification:
   1. Project Location: **Heritage Condos, Town of Rotterdam NY**
   2. Owner: **Town of Rotterdam, 1100 Sunrise Boulevard, Rotterdam, NY 12306**

B. Engineers Identification: The Contract Documents were prepared for the Project by LaBella Associates, PC, 4 British American Blvd, Latham, New York 12110, Tel: 518-273-0055

C. The work includes the installation the following:
   1. Contract 1 – General Construction –

      Removal and replacement of approximately 863 feet of sewer line and associated manholes which will result in removing and replacing additional site features that were disturbed for construction.

1.3 CONTRACT

A. Project consists of the following separate contracts:

Contract 1 – General Construction

1.4 WORK SEQUENCE

A. The Work shall be conducted in one single phase. Coordinate construction schedule and operations with Owner and Engineer.

1.5 CONTRACTOR USE OF PREMISES

A. Limited use of premises for work and for construction operations, to allow for Owner occupancy, work by others and public access.

B. Coordinate use of premises under direction of Owner and Engineer.

1.6 OWNER OCCUPANCY

A. Owner will occupy premises during entire period of construction, stage of construction. Cooperate with Owner and Engineer to minimize conflict and facilitate Owner's operations.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.
   1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
   2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
      a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION-011100

SECTION 011400

WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 USE OF PREMISES

A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.

1. Limits: Confine constructions operations to areas as shown on Contract Drawings. No work outside of the easement is permitted.

2. Driveways and Entrances: Keep driveways and entrances serving properties affected by the Work clear and available to the property owners, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Noise: Contractor shall not perform work in excess of 65 dBA outside of allowable work hours.

1. Limits: Allowable work hours are defined as 8:00 AM to 5:00 PM, Monday through Friday. No work with excessive noise shall be permitted on Saturday or Sunday.

2. Noise determined by measured value by a sound meter at a distance of 20 feet from the work being performed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION-011400

SECTION 012600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. Section 016000 - Product Requirements.

1.3 MINOR CHANGES IN THE WORK

A. Engineer will issue through Project Representative supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, in the form of a written Field Order (EJCDC form C-942) in accordance with Paragraph 11.02 of the General Conditions.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Engineer.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

5. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on EJCDC form C-941 included as Section 012663.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Work Change Directive: Engineer may issue a Work Change Directive on EJCDC form C-940 included as Section 012649. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION-012600

SECTION 012639

FIELD ORDER NO.: [Number of Field Order]

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Date Issued:	Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, 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 Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

EJCDC® C-942, Field Order.
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SECTION 012649

WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Date Issued:	Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: $ _____ **[increase] [decrease] [not yet estimated]**.

Contract Time: _____ days **[increase] [decrease] [not yet estimated]**.

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:		
Title:		
Date:		

EJCDC® C-940, Work Change Directive.
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CHANGE ORDER NO.: [Number of Change Order]

Owner:
Engineer:

Contractor:
Project:
Contract Name:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

Date Issued:

Effective Date of Change Order:

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

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $ _____	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: $ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: $ _____	**[Increase] [Decrease]** this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: $ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

	Recommended by Engineer	Accepted by Contractor
By:	_____	_____
Title:	_____	_____
Date:	_____	_____
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

EJCDC® C-941, Change Order.
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SECTION 012900

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. Section 012600 - Contract Modification Procedures.

C. Section 013200 - Construction Progress Documentation.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with Continuation Sheets.
b. Submittals Schedule.

2. Submit the Schedule of Values to Engineer through Project Representative at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:

    a. Project name and location.
    b. Name of Engineer.
    c. Engineer's project number.
    d. Contractor's name and address.
    e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

    a. Related Specification Section or Division.
    b. Description of the Work.
    c. Name of subcontractor.
    d. Name of manufacturer or fabricator.
    e. Name of supplier.
    f. Change Orders (numbers) that affect value.
    g. Dollar value.

        1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

    a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.

6. 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.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: 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.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days before the date for each progress payment.

C. Certified Payrolls: Contractor shall provide certified payrolls as attachments to each original copy of the application for payment.

D. Payment Application Forms: EJCDC Document C-620 or other standard form as approved by Engineer for Applications for Payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Transmittal: Submit 5 signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.

a. Submit final Application for Payment with, or preceded by, final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Products list.
5. Schedule of unit prices.
6. Submittals Schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.
10. Transmittal of As-Built drawings in digital and hard copy format.
11. Evidence that temporary facilities, surplus materials, rubbish and contractor owned equipment and machinery have been removed from the site.
12. Pile driving records.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION-012900

SECTION 013100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Conservation.
3. Coordination Drawings.
4. Administrative and supervisory personnel.
5. Project meetings.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. Section 013200 - Construction Progress Documentation.

C. Section 017000 - Execution Requirements.

D. Section 017700 - Closeout Procedures.

1.3 COORDINATION

A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.

7. Project closeout activities.

C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

1.4 SUBMITTALS

A. Staff Names: Within 15 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.

1.5 PROJECT MEETINGS

A. General: Engineer will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Agenda: Engineer will prepare the meeting agenda and distribute the agenda to all invited attendees.
2. Minutes: Engineer will record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned.

B. Preconstruction Conference: A preconstruction conference will be scheduled before starting construction, at a time convenient to Owner, Engineer, Funding Agencies and Regulatory Agencies, but no later than 30 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers and suppliers. Other concerned parties will be invited to attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

a. Tentative construction schedule.
b. Phasing.
c. Critical work sequencing.
d. Designation of responsible personnel.
e. Procedures for processing field decisions and Change Orders.
f. Procedures for processing Applications for Payment.
g. Distribution of the Contract Documents.
h. Submittal procedures.
i. Preparation of Record Documents.

j. Use of the premises.
k. Responsibility for temporary facilities and controls.
l. Parking availability.
m. Office, work, and storage areas.
n. Equipment deliveries and priorities.
o. First aid.
p. Security.
q. Progress cleaning.
r. Working hours.

C. Progress Meetings: Conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Change Orders.
14) Documentation of information for payment requests.

3. Reporting: Engineer will distribute minutes of the meeting to each party present and to parties who should have been present.

a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. Section 012900 - Payment Procedures.

C. Section 013100 - Project Management and Coordination.

D. Section 013300 - Submittal Procedures.

E. Section 014000 - Quality Requirements.

F. Section 017700 - Closeout Procedures

1.3 SUBMITTALS

A. Submittals Schedule: Submit an electronic copy of the schedule to the Engineer. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Engineer's final release or approval.

B. Preliminary Construction Schedule: Submit one electronic copy to the Engineer.

C. Contractor's Construction Schedule: Submit one electronic copy to the Engineer showing entire schedule for entire construction period.

1. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.

1.4 QUALITY ASSURANCE

A. Pre-scheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Verify availability of qualified personnel needed to develop and update schedule.
2. Discuss constraints, including phasing, work stages, area separations and interim milestones.
3. Review delivery dates for Owner-furnished products.
4. Review schedule for work of Owner's separate contracts.
5. Review time required for review of submittals and re-submittals.
6. Review requirements for tests and inspections by independent testing and inspecting agencies.
7. Review time required for completion and startup procedures.
8. Review and finalize list of construction activities to be included in schedule.
9. Review submittal requirements and procedures.
10. Review procedures for updating schedule.

1.5 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

    a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice of Award to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
2. Submittal Review Time: Include review and re-submittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's and Project Representative's administrative procedures necessary for certification of Substantial Completion.

B. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
3. Products Ordered in Advance: Include delivery date indicated in Division 1 Section 011100 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
4. Work Restrictions: Show the effect of the following items on the schedule:

    a. Uninterruptible services.
    b. Partial use before Substantial Completion.
    c. Seasonal variations.

5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

    a. Subcontract awards.
    b. Submittals.
    c. Purchases.
    d. Fabrication.
    e. Sample testing.
    f. Deliveries.

g. Installation.
h. Tests and inspections.
i. Adjusting.
j. Curing.
k. Startup and placement into final use and operation.
l. List critical work and subcontracts here if requirement to indicate stages of the Work is limited only to those elements.
m. Substantial Completion.

C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

D. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.

1. Refer to Division 01 Section 012900 "Payment Procedures" for cost reporting and payment procedures.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, demonstrate the effect of the proposed change on the overall project schedule.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, and response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, durations, actual starts and finishes.
3. As the Work progresses, indicate Actual Completion percentage for each item.

B. Distribution: Distribute copies of approved schedule to Engineer, Project Representative, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION-013200

SECTION 013300

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. Section 012900 - Payment Procedures.

C. Section 013100 - Project Management and Coordination.

D. Section 013200 - Construction Progress Documentation.

E. Section 014000 - Quality Requirements.

F. Section 017700 - Closeout Procedures.

G. Section 017839 - Project Record Documents

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Engineer's and Project Representative's responsive action.

B. Informational Submittals: Written information that does not require Engineer's and Project Representative's approval. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings can be provided by Engineer for Contractor's use in preparing submittals. The Engineer does not assume any responsibility for accuracy of CAD documents provided. Chazen requires the Contractor to sign an electronic file release form prior to distribution of any CAD documents.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
   a. Engineer and Project Representative reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

D. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Engineer's receipt of submittal.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.

2. Concurrent Review: Where concurrent review of submittals by Engineer's consultants, Owner, or other parties is required, allow 21 days for initial review of each submittal.

3. Direct Transmittal to Consultant: Where the Contract Documents indicate that submittals may be transmitted directly to Engineer's consultants, provide duplicate copy of transmittal to Engineer and Project Representative. Submittal will be returned to Engineer before being returned to Contractor.

4. If intermediate submittal is necessary, process it in same manner as initial submittal.

5. Allow 15 days for processing each re-submittal.

6. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.

E. Identification: Use the Engineer’s standard transmittal cover sheet for each submittal. The Contractor will be provided an electronic copy of the standard transmittal cover sheet after project Award. A reference copy of the transmittal cover sheet has been included at the end of this section for reference. Submittals missing the Engineer’s standard cover sheet or using a different cover sheet will be returned.

1. Complete cover sheet in its entirety.

2. Include the following information on label for processing and recording action taken:
   a. Project name.
   b. Date.
   c. Name and address of Engineer.
   d. Name and address of Contractor.
   e. Name and address of subcontractor.

f. Name and address of supplier.
g. Name of manufacturer.
h. Unique identifier, including revision number.
i. Number and title of appropriate Specification Section.
j. Drawing number and detail references, as appropriate.
k. Other necessary identification.

F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.

G. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer or Project Representative observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer and Project Representative.

2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.

H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using the Engineer's standard transmittal form which will be provided electronically to the Contractor following Award (a template of the standard transmittal is included for reference following this section). Engineer and Project Representative will return submittals, without review, received from sources other than Contractor.

1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer and Project Representative on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, and installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

1. Number of Copies: Submit copies of each submittal, as follows, unless otherwise indicated:

a. Initial Submittal: Submit a preliminary single copy of each submittal where selection of options, color, pattern, texture, or similar characteristics is required. Engineer will return submittal with options selected.
b. Final Submittal: Submit three copies, unless copies are required for operation and maintenance manuals. Submit five copies where copies are required for operation and maintenance manuals. Engineer will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Document.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:
a. Manufacturer's written recommendations.
b. Manufacturer's product specifications.
c. Manufacturer's installation instructions.
d. Standard color charts.
e. Manufacturer's catalog cuts.
f. Wiring diagrams showing factory-installed wiring.
g. Printed performance curves.
h. Operational range diagrams.
i. Mill reports.
j. Standard product operating and maintenance manuals.
k. Compliance with recognized trade association standards.
l. Compliance with recognized testing agency standards.
m. Application of testing agency labels and seals.
n. Notation of coordination requirements.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Include the following information, as applicable:
a. Dimensions.
b. Identification of products.
c. Fabrication and installation drawings.
d. Roughing-in and setting diagrams.
e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
f. Shopwork manufacturing instructions.
g. Templates and patterns.
h. Schedules.
i. Design calculations.
j. Compliance with specified standards.
k. Notation of coordination requirements.
l. Notation of dimensions established by field measurement.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.

3. Number of Copies: Submit copies of each submittal, as follows:
   a. Initial Submittal: Submit two blue- or black-line prints. Engineer will return one print.
   b. Final Submittal: Submit three blue- or black-line prints, unless prints are required for operation and maintenance manuals. Submit five prints where prints are required for operation and maintenance manuals. Engineer will retain two prints; remainder will be returned. Mark up and retain one returned print as a Project Record Drawing.

D. Coordination Drawings: Comply with requirements in Division 01 Section 013100 "Project Management and Coordination."

E. Delegated-Design Submittal: Comply with requirements in Division 01 Section 014000 "Quality Requirements."

F. Contractor's Construction Schedule: Comply with requirements in Division 01 Section 013200 "Construction Progress Documentation" for Project Representative's action.

G. Submittals Schedule: Comply with requirements in Division 01 Section 013200 "Construction Progress Documentation."

H. Application for Payment: Comply with requirements in Division 01 Section 012900 "Payment Procedures."

I. Schedule of Values: Comply with requirements in Division 01 Section 012900 "Payment Procedures."

J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.

2. Number and title of related Specification Section(s) covered by subcontract.

3. Drawing number and detail references, as appropriate, covered by subcontract.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer will not return copies.

2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be

signed by an officer or other individual authorized to sign documents on behalf of that entity.

3. Test and Inspection Reports: Comply with requirements in Division 01 Section 014000 "Quality Requirements."

B. Contractor's Construction Schedule: Comply with requirements in Division 01 Section 013200 "Construction Progress Documentation."

C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.

D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.

G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.

H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.

I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.

J. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.

K. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

L. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.

M. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by

manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

N. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.

2. Date of evaluation.

3. Time period when report is in effect.

4. Product and manufacturers' names.

5. Description of product.

6. Test procedures and results.

7. Limitations of use.

O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 01 Section 017700 "Closeout Procedures."

P. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

Q. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.

2. Required substrate tolerances.

3. Sequence of installation or erection.

4. Required installation tolerances.

5. Required adjustments.

6. Recommendations for cleaning and protection.

R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.

2. Statement on condition of substrates and their acceptability for installation of product.

3. Statement that products at Project site comply with requirements.

4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

5. Results of operational and other tests and a statement of whether observed performance complies with requirements.

6. Statement whether conditions, products, and installation will affect warranty.

7. Other required items indicated in individual Specification Sections.

S. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

T. Construction Photographs and Videotapes: Comply with requirements in Division 1 Section 013200 "Construction Progress Documentation."

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

C. Informational Submittals: Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION-013300

LaBella
Powered by partnership.

SHOP DRAWING SUBMITTAL FORM

Project Name: _____

_____

Project Number: _____

Submittal Description: _____

_____

Submittal Number: _____

Contractor's Name & Address: _____

_____

Telephone: _____ Fax: _____

Name & Address of Supplier: _____

_____

Name of Manufacturer: _____

Specification Section: _____

Drawing No./Detail Reference No.: _____

Deviations: None: _____ As Listed: _____

Item as Specified: Yes: ☐ No: ☐ **If No, provide information per Specification**

Representation is made to the Owner and Engineer that the Contractor has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers, and similar data and that the Contractor has reviewed and coordinated the information in each shop drawing with the requirements of the work and Contract Documents and hereby approves this submittal.

Reviewed and Coordinated By: _____

For Architect/Engineer's Use Only:

Submittal No. _____

☐ REVIEWED – NO EXCEPTIONS TAKEN
☐ REVIEWED – EXCEPTIONS NOTED
☐ REVISE AND RESUBMIT
☐ SUBMIT SPECIFIED ITEM
☐ REJECTED
☐ NOT REVIEWED

This review is only for general conformance with the design concept of the Project and the information given in the Contract Documents. Corrections or comments made on the Shop Documents during this review do not relieve the Contractor from compliance with the requirements of the Contract Documents. The Contractor is solely responsible for, and this review does not include: confirming and correlating all quantities and dimensions; information that pertains to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; coordinating the Work with that of all other trades; and performing all Work in a safe and satisfactory manner.

LaBella Associates

DATE REVIEWED: _____ BY: _____

Comments: _____

SECTION 014000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-control services required by Engineer, Owner, Project Representative, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. Section 013200 - Construction Progress Documentation.

C. Section 017329 - Cutting and Patching.

D. Divisions 02 through 48 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer or Project Representative.

C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Ambient conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and re-inspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of

manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
   1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.

H. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
   1. Contractor responsibilities include the following:

      a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.

      b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.

      c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.

      d. When testing is complete, remove assemblies; do not reuse materials on Project.

   2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.6 QUALITY CONTROL

A. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
   1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
   3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
   4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
   5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.

C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.

D. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
   1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
   2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
   3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
   4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
   5. Do not perform any duties of Contractor.

E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
   1. Access to the Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
   4. Facilities for storage and field-curing of test samples.
   5. Delivery of samples to testing agencies.
   6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
   7. Security and protection for samples and for testing and inspecting equipment at Project site.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
   1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION-014000

SECTION 014200

REFERENCES

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

DEFINITIONS

General: Basic Contract definitions are included in the Conditions of the Contract.

"Approved": The term "approved," when used to convey Engineer's action on Contractor's submittals, applications, and requests, is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.

"Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Engineer, requested by Engineer, and similar phrases.

"Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.

"Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

"Furnish": The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

"Install": The term "install" describes operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, and protecting, cleaning, and similar operations.

"Provide": The term "provide" means to furnish and install, complete and ready for the intended use.

"Installer": An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

The term "experienced," when used with an entity, means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

"Project site" is the space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

INDUSTRY STANDARDS

Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.

Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.

2. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

3. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.

Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AASHTO	American Association of State Highway and Transportation Officials www.aashto.org	(202) 624-5800
ACI	American Concrete Institute/ACI International www.aci-int.org	(248) 848-3700
AI	Asphalt Institute www.asphaltinstitute.org	(606) 288-4960
ALCA	National Association of Landscape Professionals (Formerly: ALCA - Associated Landscape Contractors of America) www.landscapeprofessionals.org	(800) 395-2522 (703) 736-9666
ANSI	American National Standards Institute www.ansi.org	(212) 642-4900
AOSA	Association of Official Seed Analysts www.analyzeseeds.com	(202) 870-2412
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(708) 995-3019
ASTM	American Society for Testing and Materials www.astm.org	(610) 832-9585
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CPPA	Corrugated Polyethylene Pipe Association Division of Plastics Pipe Institute www.plasticpipe.org/drainage/cppa-about.php	(469) 499-1044
CSI	Construction Specifications Institute (The) www.csiresources.org/home	(800) 689-2900 (703) 684-0300
ICRI	International Concrete Repair Institute www.icri.org	(651) 366-6095
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry, Inc. www.mss-hq.com	(703) 281-6613

NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
PCI	Precast/Pre-stressed Concrete Institute www.pci.org	(312) 786-0300
SWRI	Sealant, Waterproofing & Restoration Institute www.swrionline.org	(816) 472-7974
UL	Underwriters Laboratories Inc. www.ul.com	(518) 213-0044 (631) 271-6200
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700

Abbreviations and Acronyms for Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

NYSDOT	New York State Department of Transportation www.dot.ny.us/index	(518) 457-3522
NYSDEC	New York State Department of Environmental Conservation www.dec.ny.gov	(518) 408-5850
NYSDOH	New York State Department of Health www.health.ny.gov	(866)-881-2809
OSHA	Occupational Safety & Health Administration (See CFR 29) www.osha.gov	(000) 321-6742
TRB	Transportation Research Board www.nas.edu/trb	(202) 334-24

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION-014200

SECTION 014529

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDES

A. Selection and payment.

B. Contractor submittals.

C. Laboratory responsibilities.

D. Laboratory reports.

E. Limits on testing laboratory authority.

F. Contractor responsibilities.

G. Schedule of inspections and tests.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. Section 013300 – Submittal Procedures.

C. Section 017700 – Closeout Procedures.

D. Divisions 02 through 48 Sections for specific requirements and limitations applicable to testing and laboratory services individual parts of the work.

1.3 REFERENCES

A. ANSI/ASTM D3740 – Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

B. ANSI/ASTM E329 – Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.

1.4 SELECTION AND PAYMENT

A. Contractor shall employ and pay for services of an independent testing laboratory to perform specified inspection and testing.

B. Employment of testing laboratory shall in no way relive Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.5 QUALITY ASSURANCE

A. Comply with requirements of ANSI/ASTM E329 and ANSI/ASTM D3740.

B. Laboratory: Authorized to operate in state in which Project is located.

C. Laboratory Staff: Maintain a full time registered Engineer on staff.

D. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either National Bureau of Standards (NBS) Standards or accepted values of natural physical constants.

1.6 CONTRACTOR SUBMITTALS

A. Prior to start of work, submit testing laboratory name, address, and telephone number, and names of full time registered Engineer and responsible officer.

B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards (NBS) during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.7 LABORATORY RESPONSIBILITIES

A. Test samples of mixes submitted by Contractor.

B. Provide qualified personnel at site. Cooperate with Engineer/Engineer and Contractor in performance of services.

C. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.

D. Ascertain compliance of materials and mixes with requirements of Contract Documents.

E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.

F. Perform additional inspections and tests required by Engineer.

1.8 LABORATORY REPORTS

A. A. After each inspection and test, promptly submit five copies of laboratory report to Engineer and to Contractor.

B. Include:
1. Date issued,
2. Project title and number,
3. Name of inspector,
4. Date and time of sampling or inspection,
5. Identification of product and Specifications Section,
6. Location in the Project,
7. Type of inspection or test,
8. Date of test,
9. Results of tests,
10. Conformance with Contract Documents.

C. When requested by Engineer, provide interpretation of test results.

1.9 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of Contractor.

D. Laboratory has no authority to stop the Work.

1.10 CONTRACTOR RESPONSIBILITES

A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.

B. Cooperate with laboratory personnel, and provide access to the Work (and to manufacturer's facilities).

C. Provide incidental labor and facilities to provide access to Work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.

D. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

E. Arrange with laboratory and pay for additional samples and tests required by Contractor beyond specified requirements.

1.11 SCHEDULE OF INSPECTIONS AND TESTS

A. See Contract Drawings

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION-014529

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

B. Temporary utilities include, but are not limited to, the following:
   1. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.

C. Support facilities include, but are not limited to, the following:
   1. Temporary roads and paving.
   2. Dewatering facilities and drains.
   3. Project identification and temporary signs.
   4. Waste disposal facilities.
   5. Storage and fabrication sheds.
   6. Lifts and hoists.
   7. Construction aids and miscellaneous services and facilities.

D. Security and protection facilities include, but are not limited to, the following:
   1. Environmental protection.
   2. Stormwater control.
   3. Tree and plant protection.
   4. Site enclosure fence.
   5. Security enclosure and lockup.
   6. Barricades, warning signs, and lights.
   7. Fire protection.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. Section 013300 - Submittal Procedures.

C. Section 017000 - Execution Requirements.

1.3 SUBMITTALS

A. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

B. Implementation and Termination Schedule: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.

1.4 QUALITY ASSURANCE

A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
   1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

A. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
   1. Keep temporary services and facilities clean and neat.
   2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Engineer. Provide materials suitable for use intended.

B. Water: Potable.

2.2 EQUIPMENT

A. General: Provide equipment suitable for use intended.

B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
   1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

D. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.

E. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
   1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
   2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
   3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.

B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
   1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
   2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
   3. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.

      a. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.
   4. Drinking-Water Facilities: Provide bottled-water, drinking-water units.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
3. Maintain support facilities until Substantial Completion

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and paved areas within construction limits indicated on Drawings.
1. Provide a reasonably level, graded, well-drained sub-grade of satisfactory soil material, compacted to not less than 95 percent of maximum dry density in the top 6 inches.
2. Provide gravel paving course of sub-base material not less than 3 inches thick; roller compacted to a level, smooth, dense surface.
3. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.

C. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.

D. Dewatering Facilities and Drains: Comply with requirements in applicable Division 2 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.
2. Before connection and operation of permanent drainage piping system, provide temporary drainage.
3. Remove snow and ice as required to minimize accumulations.

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
2. Develop a waste management plan for Work performed on Project. Indicate types of waste materials Project will produce and estimate quantities of each type. Provide detailed information for on-site waste storage and separation of recyclable materials. Provide information on destination of each type of waste material and means to be used to dispose of all waste materials.

F. Janitorial Services: Provide janitorial services on a daily basis for temporary offices, first-aid stations, toilets, wash facilities, lunchrooms, and similar areas.

G. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on-site.
1. Construct framing, sheathing, and siding using fire-retardant-treated lumber and plywood.

2. Paint exposed lumber and plywood with exterior-grade acrylic-latex emulsion over exterior primer.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.

B. Stormwater Control: Provide earthen embankments and similar barriers in and around excavations and sub-grade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.

C. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
   1. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch- thick exterior plywood.

D. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
   1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
      a. Field Offices: Class A stored-pressure water-type extinguishers.
      b. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.
      c. Locate fire extinguishers where convenient and effective for their intended purpose.
   2. Store combustible materials in containers in fire-safe locations.
   3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
   4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
   5. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, or no later than Substantial Completion.
   1. Materials and facilities that constitute temporary facilities are the property of Contractor.
   2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
   3. At Substantial Completion, clean and renovate site used during construction period. Comply with final cleaning requirements in Division 01 Section 017700 "Closeout Procedures."

END OF SECTION-015000

SECTION 015526

TRAFFIC CONTROL

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Work of this Section consists of maintaining traffic and protecting the public from damage to persons and property within the limits of and for the duration of this contract.

B. Maintain traffic over a reasonably smooth traveled way marked by signs, delineators, guiding devices and other acceptable methods in conformance with the ***National Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) and 17 NYCRR Chapter V (New York Supplement).***

1.2 APPLICABILITY

A. The Work of this Section shall be required in all areas within the project limits that will be open to public vehicular traffic.

1.3 RESPONSIBILITY

A. Assume responsibility for conducting operations in a manner to insure the safety and convenience of all travelers and adjoining property owners within the limits of and for the duration of the contract.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Comply with the requirements of DOT Section 700 Materials as they apply to the various materials required for the Work of this Section.

B. Provide sign panels of aluminum, galvanized steel or plywood with faces of reflective sheet material and non-reflective black characters conforming to DOT Section 730-13.

C. Provide delineators, barricades and lighting for construction barricades in accordance with the requirements of MUTCD. Where reflective materials are required, conform to DOT Section 730-05.02 except where glass or plastic buttons are used as delineators. Barricades, cones and drums may use reflective materials conforming to DOT Section 730-05.01.

D. Provide pavement delineation of reflective paint or reflective pressure sensitive pavement marking tape. Line segments shall be a minimum of 4 inches wide and 36 inches long applied with the long axis of the segment parallel to the direction of traffic.

PART 3 - EXECUTION

3.1 GENERAL

A. Remove construction equipment and materials from roadway during non-working hours or provide protection in such a manner that they will not constitute a traffic hazard.

B. Conduct and schedule the Work in a manner that will minimize the time during which the traveling public will be exposed to hazards.

C. Do not park employee's personal vehicles within the work area in a manner that they will constitute a traffic hazard.

D. Keep the traveled way of all public highways utilized for hauling materials to or from this project free of foreign objects that may fall or drop from transporting vehicles.

E. Correct dusty conditions resulting from the Work by the use of calcium chloride and/or water. Distribute water uniformly by the use of suitable spray heads or spray bar. The Owner's Representative will be the sole judge of the need for the application of water for dust control. Apply water at the intervals and locations ordered by the Owner's Representative.

F. Whenever it becomes necessary to maintain traffic on one lane, provide adequate traffic controls on the Section of Roadway on which vehicle traffic is maintained. Provide competent flag persons or traffic signals at the location which will in the judgment of the Owner's Representative adequately and continuously control one-lane traffic.

G. Provide a sufficient number of competent flag persons in areas where construction operations are in potential conflict with public vehicular traffic. Flag person shall wear orange hats or caps and vests in conformance with MUTCD.

H. Maintain safe and adequate ingress and egress to and from intersecting highways, residences and commercial establishments.

I. The Contractor is not responsible for removal of snow and ice from pavements or traveled ways open to public vehicular traffic.

J. Maintain existing and new drainage structures, culverts and ditches to adequately drain the traveled way.

K. Provide, maintain, move and remove delineation and guiding devices to properly delineate a safe and reasonable roadway. Delineate areas on which it is unsafe to travel.

L. Delineate drop-offs less than 6 inches by providing approved delineators at intervals of not more than 200 feet. Where the drop off is between 6 inches and 18 inches, the spacing between

delineators shall not be more than 100 feet. Where the drop off is greater than 18 inches, a continuous delineation consisting of 2 inch or wider brightly colored flexible tape shall be used in addition to individual delineators provided they are properly painted and reflectorized in accordance with MUTCD.

M. Maintain existing highway signs, markers, delineators and their supports. Where necessary, relocate existing signs in conformance with MUTCD. Replace signs lost or damaged as a result of contract operations.

3.2 CONSTRUCTION SIGNS

A. Provide, maintain, move and remove reflectorized construction signs in accordance with the requirements of MUTCD.

B. Paint supports and backs of sign panels with two coats of white paint.

C. Mount construction signs a minimum of 5 feet above the surface of the traveled way.

3.3 CONSTRUCTION BARRICADES

A. Provide, maintain, move and remove lighted construction barricades in accordance with the requirements of MUTCD.

B. Provide flashing barricade lights of Type A, low intensity, conforming to the requirements of MUTCD.

C. Hours of operation for barricade lights shall be from dusk to dawn.

3.4 PAVEMENT DELINEATION

A. Provide pavement delineation in accordance with MUTCD on any course of asphalt concrete upon which traffic will be maintained.

B. Apply pavement delineation before the end of the working day.

3.5 OPENING ROADWAY TO TRAFFIC PRIOR TO CONTRACT ACCEPTANCE

A. Maintain and protect traffic on any portion of pavement or structure ordered in writing by the Director or as shown on the drawings to be opened to traffic prior to contract acceptance.

3.6 REMOVAL OF TRAFFIC CONTROL DEVICES

A. Promptly remove all delineators, signs, barricades and pavement workings when in the opinion of the Owner's Representative their presence constitutes a hazard or inconvenience to the traveling public.

B. Remove all remaining traffic control devices upon completion of the Work of this contract unless otherwise ordered in writing by the Owner's Representative.

END OF SECTION-015526

SECTION 016000

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDES

A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. Section 014200 - References.

C. Section 017700 - Closeout Procedures.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, which is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular from, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
   1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
   2. Form: Tabulate information for each product under the following column headings:
      1) Specification Section number and title.
      2) Generic name used in the Contract Documents.
      3) Proprietary name, model number, and similar designations.
      4) Manufacturer's name and address.
      5) Supplier's name and address.
      6) Installer's name and address.
      7) Projected delivery date or time span of delivery period.
      8) Identification of items that require early submittal approval for scheduled delivery date.
   3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
      1) At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
   4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
   5. Engineer's Action: Engineer will respond in writing to Contractor within 15 days of receipt of completed product list. Engineer's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Engineer's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.

B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Substitution Request Form: Use CSI Form 13.1A.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      1) Statement indicating why specified material or product cannot be provided.
      2) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will be necessary to accommodate proposed substitution.

3) Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
4) Product Data, including drawings and descriptions of products and fabrication and installation procedures.
5) Samples, where applicable or requested.
6) List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
7) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
8) Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
9) Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
10) Cost information, including a proposal of change, if any, in the Contract Sum.
11) Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
12) Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
    1) Form of Acceptance: Change Order.
    2) Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
   5. Store products to allow for inspection and measurement of quantity or counting of units.
   6. Store materials in a manner that will not endanger Project structure.
   7. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
   8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
   9. Protect stored products from damage.

B. Storage: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
   1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 1 Section 017770 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
   1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Engineer will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Engineer's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures: Procedures for product selection include the following:
1. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
    1) Substitutions may be considered.
2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
    1) Substitutions may be considered.
3. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
    1) Substitutions may be considered.
4. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
    1) Substitutions may be considered.
5. Available Products: Where Specification paragraphs or subparagraphs titled "Available Products" introduce a list of names of both products and manufacturers, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
6. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
7. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or a comparable product or system by another manufacturer. Comply with provisions in "Product Substitutions" Article.
8. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Products" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.

Comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.

1) Substitutions may be considered.

9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches satisfactorily.
    1) If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, and textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
    1) Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, or texture from manufacturer's product line that does not include premium items.
    2) Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Engineer will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Timing: Engineer will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Engineer.

B. Conditions: Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:
1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
   1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
   2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   3. Evidence that proposed product provides specified warranty.
   4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
   5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION-016000

SUBSTITUTION REQUEST
(After the Bidding/Negotiating Phase)

Project: _____ Substitution Request Number: _____

_____ From: _____

To: _____ Date: _____

_____ A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____ Phone: _____

History: ☐ New product ☐ 1-4 years old ☐ 5-10 years old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

_____

_____

☐ Point-by-point comparative data attached — REQUIRED BY A/E

Reason for not providing specified item: _____

_____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

_____ Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

_____

Savings to Owner for accepting substitution: _____ ($ _____).

Proposed substitution changes Contract Time: ☐ No ☐ Yes [Add] [Deduct] _____ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

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SECTION 017000

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
   1. Construction layout.
   2. Field engineering and surveying.
   3. General installation of products.
   4. Coordination of Owner-installed products.
   5. Progress cleaning.
   6. Starting and adjusting.
   7. Protection of installed construction.
   8. Correction of the Work.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. Section 013100 - Project Management and Coordination.

C. Section 013300 - Submittal Procedures.

D. Section 017329 - Cutting and Patching.

E. Section 017700 - Closeout Procedures.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
   1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
   1. Before construction, verify the location and invert elevation at points of connection or work in proximity of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
   2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
   1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
      a. Description of the Work.
      b. List of detrimental conditions, including substrates.
      c. List of unacceptable installation tolerances.
      d. Recommended corrections.
   2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
   3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
   1. Notify Engineer, Project Representative and Owner not less than two days in advance of proposed utility interruptions.
   2. Do not proceed with utility interruptions without Owner's written permission.

C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include

a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer and Project Representative promptly.

B. General: Lay out the Work using accepted surveying practices.
   1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
   2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
   3. Inform installers of lines and levels to which they must comply.
   4. Check the location, level and plumb, of every major element as the Work progresses.
   5. Notify Engineer and Project Representative when deviations from required lines and levels exceed allowable tolerances.
   6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer and Project Representative.

3.4 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
   1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer and Project Representative before proceeding.
   2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
   1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
   2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.

3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of use.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
   1. Allow for movement, including thermal expansion and contraction.

G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
   1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
   2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
   1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section 017329 "Cutting and Patching."
   1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION-017000

SECTION 017123

FIELD ENGINEERING

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. Section 017700 – Closeout Procedures.

1.2 QUALITY ASSURANCE

A. Employ an independent Land Surveyor, licensed to practice in the State of New York, for the duration of the Work, to certify the accuracy of the survey work.
   1. The word "independent" as used above means a person not in the regular employment of the Contractor or having any vested interest in the Contractor's business.

1.3 SUBMITTALS

A. Submit the name, address, telephone number, and registration number of the Land Surveyor before starting the survey work.

B. On request, submit documentation verifying accuracy of survey work.

C. Upon completion of the Work, submit a certificate signed and sealed by the Land Surveyor, stating that the elevations and locations of the Work are in conformance with the Contract Documents.

1.4 PROJECT RECORD DOCUMENTS

A. Maintain a complete and accurate log of control and survey work as it progresses.

B. Record location data for control points in sketch form and turn over 6 copies of sketches and computations to the Engineer.

C. Submit Project Record Documents under provisions of Section 017839.

1.5 TOOLS, EQUIPMENT, AND MATERIALS

A. Furnish all tools, equipment, and materials required to perform the work of this Section.

B. Permanent Survey Markers: Conform to NYSDOT Standards Specifications Section 625-1.04, Permanent Survey Markers.

1.6 EXAMINATION

A. Verify locations of control points prior to starting work.

B. Promptly notify Engineer of any discrepancies discovered.

1.7 CONTROL POINTS

A. Control datum for survey is indicated on the Drawings.

B. Protect control points prior to starting site work; preserve control points during construction.

C. Promptly report to Engineer the loss or destruction of any control point or relocation required because of changes in grades or other reasons.

D. Replace dislocated control points based on original survey control. Make no changes without prior written notice to the Engineer.

1.8 ESTABLISHING CONTROL POINTS

A. Prior to clearing or earthwork operations, install permanent survey markers at the coordinate locations shown on the drawings. Establish and record the exact coordinates of these markers to within one one-hundredth of a foot horizontally.

B. Reference coordinates and elevations to the horizontal and vertical datum provided for this contract.

C. Locate each permanent survey marker from at least 3 points of permanent reference.

1.9 SURVEY REQUIREMENTS

A. Utilize recognized engineering survey practices.

B. Establish a minimum of two permanent survey markers to be used as bench marks for vertical control on the Site where indicated on the Drawings and referenced to established control points. Record locations, with horizontal and vertical data to within one one-hundredth of a foot, on Project Record Documents.

C. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
   1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
   2. Grid or axis for structures.
   3. Building foundation, column locations, ground floor elevations.

D. Verify disturbed layouts by same means.

1.10 FIELD ENGINEERING FOR DRAINAGE STRUCTURES, PIPES, CULVERTS, AND TUNNELS

A. Drainage Structures: Provide stakes marked with inverts. Also mark structure number if indicated on Drawings.

B. Pipes, Culverts, and Tunnels: Provide stakes at each end marked with inverts.

1.11 FIELD ENGINEERING FOR CHANNELS AND ROADWAY STRUCTURES

A. Channels: Provide stakes at centerline of channel at each side of roadway structure.

B. Roadway Structures: Stake centerline of structural bearing points, footings, anchor bolts, and other features.

1.12 FIELD ENGINEERING FOR ROADWAYS AND PAVING WORK

A. Place two offset stakes at each centerline station (50 foot intervals) and at tangent points, radius points, abrupt changes in grade, super-elevation, and other locations necessary to maintain layout and grade control.

B. Mark each stake with the correct centerline station number, description, offset and cut or fill.

C. Restore faded or illegible markings.

D. Provide pins and hubs directly adjacent to the Work at a spacing of 25 feet. Mark pins and affix string lines to provide adequate horizontal and vertical control for paving work.

E. Immediately following placement of the final paving course and prior to project closeout, re-establish and mark the location of all centerline stations with masonry nails at least 2 inches long. Drive nail heads flush with the pavement surface.

F. For points of curve and tangent points provide identifying markings at the outside edge of each lane.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION-017123

SECTION 017329

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. This Section includes procedural requirements for cutting and patching.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. Divisions 02 through 50 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the work.

1.3 DEFINITIONS

A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
   1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
   2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in appearance and other significant visual elements.
   3. Products: List products to be used and firms or entities that will perform the Work.
   4. Dates: Indicate when cutting and patching will be performed.
   5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
   6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

7. Engineer's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching.

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
   1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
   2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
   5. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
   2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

END OF SECTION-017329

SECTION 017700

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.

2. Project Record Documents.

3. Warranties.

4. Final cleaning.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. Section 012900 - Payment Procedures.

C. Section 013200 - Construction Progress Documentation.

D. Section 017000 - Execution Requirements.

E. Section 017839 - Project Record Documents.

F. Divisions 02 through 50 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.

2. Advise Owner of pending insurance changeover requirements.

3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

5. Prepare and submit Project Record Documents, Final Completion construction photographs and photographic negatives, damage or settlement surveys, and similar final record information.

6. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.

7. Submit changeover information related to Owner's use, operation, and maintenance.

8. Complete final cleaning requirements.

9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section 012900 "Payment Procedures."

2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Include the following information at the top of each page:
   a. Project name.
   b. Date.
   c. Name of Engineer and Project Representative.
   d. Name of Contractor.
   e. Page number.

1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    e. Remove debris and surface dust from limited access spaces, including trenches, vaults, manholes, and similar spaces.
    f. Remove labels that are not permanent.
    g. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

B. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION-017700

SECTION 017839

PROJECT RECORD DOCUMENTATION

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
   1. Record Drawings.
   2. Record Specifications.
   3. Record Product Data.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. Section 017700 - Closeout Procedures.

1.3 SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Hard Copies: Submit one set of marked-up Record Prints.
   2. Digital Copies: Submit one site of digital copies in AutoCAD format and one set of digital copies in pdf format.

B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one copy of each Product Data submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
   1. Preparation: Mark Record Prints to show the actual installation of all contract items. Contractor is required to prepare the record drawings.

      a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

b. Information submitted shall be recorded in an understandable fashion.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.

b. Revisions to details shown on Drawings.

c. Locations and depths of underground utilities.

d. Actual equipment locations.

e. Changes made by Change Order or Construction Change Directive.

f. Changes made following Engineer's written orders.

g. Details not on the original Contract Drawings.

h. Field records for variable and concealed conditions.

3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
5. Contractor is required to submit on 8 ½" x 11" sheets at end of project all pertinent location information i.e., tie sketches to individual water services (3 ties each min.), valve clusters w/tie information, etc.

B. Newly Prepared Record Drawings:
1. New Drawings may be required when a Change Order is issued.
2. Consult with Engineer for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Identification: As follows:

a. Project name.

b. Date.

c. Designation "PROJECT RECORD DRAWINGS."

d. Name of Engineer and Project Representative.

e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
   1. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
   2. Record the name of the manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
   3. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
   1. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss.

END OF SECTION-017839

SECTION 023313

UNDERGROUND UTILITY LOCATOR SERVICE

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Field Engineering: Section 017123.

1.02 REFERENCES

A. American Society of Civil Engineers, CI/ASCE 38-02, “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.”

B. American Public Works Association, Uniform Color Code.”

1.03 DEFINITIONS

A. Utility Quality Levels:
   1. Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents. Accuracy is typically set to 15-mm vertical and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner.
   2. Level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

1.03 DESCRIPTION

A. Retain an independent utility locator service company to field locate and mark existing underground utilities and service connections. The word "independent" as used above means a person not in the regular employment of the Contractor or having any vested interest in the Contractor's business.
   1. Level B locator service shall be performed in all project areas where excavations, regrading of the ground surface, and penetrations of the ground surface are to be performed.
      b. In heavy metal areas, such as near perimeter fences, ground penetrating radar shall be used to determine the location of underground utilities. The use of equipment that induce a tracing signal along the utility path (such as a Metrotech unit) can cause false readings, shall not be used within five feet of fences.

2. The Level A investigation shall be performed as follows:
    a. Hand excavation may be performed for depths of three feet or less.
    b. Vacuum excavation shall be performed at depths greater than three feet.
    c. All excavation test pits shall be backfilled by close of business that day.
3. Support and protect all utilities and service connections to remain in place.
4. The locator service shall field locate and mark underground utilities and service connections prior to excavation.
5. The contractor shall be responsible for coordinating the extent of the areas of subsurface investigation required to locate all underground utilities and service connections in the areas of excavation.
6. All costs associated with the repair of underground utilities and service connections hit/damaged during the investigative work shall be the responsibility of the contractor.
7. Utility location services shall be in accordance with the provisions of CIASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

1.04 SUBMITTALS

A. Quality Control Submittals:
1. Submit detailed experience and qualification information about the underground utility locator service company and the persons that will be performing the Work. Detailed experience and qualification information shall include:
    a. Minimum of five (5) years experience in field locating, marking and staking out of existing underground utilities and service connections.
        1) Qualifying Experience: Project information of 5 similar projects, which the locator service company, had worked on during the past 5 years. Information shall include for each project:
            a) Name and Address of project.
            b) Dates worked on project.
            c) Name and telephone Number of contact person at the project site for which the locator service was performed.
    b. Description of types of utility locator equipment (investigation equipment) that company will utilize to perform the underground utility investigation.
    c. Names of persons that the persons that will be performing the Work, including the number of years of experience and training that the persons have in the use of the equipment. Include copy of training certificates for locator equipment proving the person performing the locator service are trained on the equipment being used.
2. Submit Quality Control Submittals within 10 days of contract award.

B. Investigative Report:

1. Submit detailed written report and scaled drawings of the subsurface investigation, documenting all underground utilities and service connections located and identified.
    a. All documentation shall be referenced to existing data (horizontal and vertical) previously established.
    b. Provide three (3) paper copies and one (1) electronic copy of detailed written report and drawings.

1.05 COORDINATION AND SCHEDULING

A. Coordinate the Work to determine the extent of the areas of subsurface investigation required to locate all underground utilities and service connections in the areas of excavation.

B. Coordinate the Work with the Director's Representative to minimize utility disruptions and facility operations. Provide a schedule for the Work required to the Director's Representative for approval. Upon approval of the schedule, notify the Director's Representative a minimum of three (3) working days prior to performing the Work.

C. Within the areas of excavation, all underground utilities and service connections shall be field located and their locations marked at least two (2) weeks prior to the performance of the required excavation work.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 WORK AREAS AND PERFORMANCE

A. If any underground utilities and service connections are hit or damaged during the Work, immediately inform the Director's Representative for directions on how to proceed.

B. The utility locator service investigative work, field location and marking of underground utilities and service connections and submission of the investigative report must be completed before any excavation work can begin.

1. Contractor shall maintain markings throughout the contract duration or until a time when directed (in writing) by the Director's Representative that maintaining of the markings are no longer required.

C. Provide subsurface investigation information, detailed written report and drawings of the subsurface investigation, documenting all underground utilities and service connections located and identified, prior to the performance of the required excavation work.

D. If during the Level B investigations, unknown underground utilities are discovered, the Director's Representative shall be notified as soon as possible or before the close of that business day.

E. Field Marking of underground utilities shall follow the American Public Works Association (APWA) uniform color code:

White: Proposed Excavation.
Pink: Temporary Survey Markings.
Red: Electric power lines, cables, conduit and lighting cables.
Yellow: Gas, oil, steam, petroleum and gaseous material.
Orange: Communications, alarm, signal lines, cables or conduit.
Blue: Potable water.
Purple: Reclaimed water, irrigation and slurry lines.
Green: Sewer and drain lines.

END OF SECTION

SECTION 024116

STRUCTURE DEMOLITION

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Construction Facilities and Temporary Controls: Section 015000.

B. Removals, Cutting and Patching: Section 017329.

C. Earthwork: Section 310000.

D. Site Restoration: Section 310101

1.02 SUBMITTALS

A. Quality Control Submittals:
   1. Permits: Submit one copy of each permit.

1.03 QUALITY ASSURANCE

A. Permit: Before the Work of this Section is started, obtain a permit as required by Federal, State, and local jurisdictions for all phases and operations of the Work.

1.04 PROJECT CONDITIONS

A. Existing Paint: Gazebo to be removed is not painted.

B. Burning is prohibited.

C. The use of explosives is prohibited.

D. Utilities will be disconnected by others.

PART 2 PRODUCTS

2.01 MATERIALS

A. Fill Within Gazebo Foundation: Earth, sand and gravel. Combustible materials, metal glass, or other debris are not acceptable See also selected fill.

B. Selected Fill: Sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials.

Sieve	Percent Passing
4 Inch	100
No. 40	0-70
No. 200	0-15

PART 3 EXECUTION

3.01 PREPARATION

A. Remove loose equipment, materials, supplies, and furnishings from Gazebo prior to demolition.

3.02 DEMOLITION

A. Perform demolition in a systematic manner.

B. Remove below grade combustible material, glass and metal.

C. Remove walks, roads, pavements, curbs, slabs on grade, and fences within CLL, unless shown or directed otherwise.

3.03 DISPOSAL

A. Transport demolition debris to accepted receiving facility.

C. Do not store, sell, or burn materials on owner's property.

3.04 BACKFILLING AND GRADING

A. Place fill in voids within the CLL. Broken concrete and masonry shall not be used as fill material.

B. Final 12 inches of backfill below topsoil elevations shall be selected fill.

C. Rough grade surface to adjacent contours and slope to drain.

END OF INFORMATION

SECTION 033400

LOW DENSITY CONCRETE

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork: Section 310000.

B. Cast-In-Place Concrete: Section 033000

1.02 REFERENCES

A. Except as shown or specified otherwise, the Work of this Section shall conform to the requirements of Specifications for Structural Concrete for Buildings ACI 301-16 of the American Concrete Institute.

1.03 DEFINITIONS (Amendments to ACI 301, Chapter 1):

A. Controlled Low Strength Material (CLSM) Fill can also be called by different names including but not limited to: Flowable Fill, Controlled Density Fill, Flowable Fly Ash and Fly Ash Slurry.

1.04 SUBMITTALS

A. Submittals Package: Submit product data for design mix and materials for CLSM specified below at the same time as a package.

B. Product Data:
1. CLSM design mix with name and location of batching plant.
2. Portland Cement: Brand and manufacturer's name.
3. Fly Ash: Name and location of source, and DOT test numbers.
4. Air-entraining Admixture: Brand and manufacturer's name.
5. Water-reducing Admixture: Brand and manufacturer's name.

C. Quality Control Submittals:
1. Certificates: Affidavit required under Quality Assurance Article.

1.05 QUALITY ASSURANCE

A. Furnish and place a Controlled Low Strength Material (CLSM) as shown on plans or a directed by Director’s Representative, in writing. Provide CLSM containing cement and water. At the Contractor’s option, it may contain fly ash, aggregate, or chemical admixtures in any proportions such that the final product will meet the strength and flow consistency requirements included in this specification.

B. CLSM batching plant shall be currently approved as a concrete supplier by the New York State Department of Transportation and shall have a minimum of 1 year experience in the production of similar products.

C. Fly ash supplier shall be currently approved as a fly ash supplier by the New York State Department of Transportation.

D. Source Quality Control: The Director reserves the right to inspect and approve the following items, at his own discretion, either with his own forces or with a designated inspection agency:
   1. Batching and mixing facilities and equipment.
   2. Sources of materials.

1.06 STORAGE

A. Store materials so as to insure the preservation of their quality and fitness for the Work. Materials, even though accepted prior to storage, are subject to inspection and shall meet the requirements of the Contract before their use in the Work.

PART 2 PRODUCTS

2.01 MATERIALS (Amendments to ACI 301, Chapter 2):

A. Cement: ASTM C 150, Type I or II Portland cement.

B. Water: Potable.

C. ACI 301, Section 4,2,1,2 - Aggregates:
   1. Add the following paragraph:
      The aggregate for CLSM shall meet the requirement of ASTM C 33, except 100% passing the ¾" sieve and a maximum of 20% passing the No. 200 sieve.

D. Fly Ash: ASTM C 618, including Table 1A (except for footnote A), Class F except that loss on ignition shall not exceed 4.0 percent.

E. Water-reducing Admixture: ASTM C 494, Type A and on New York State Department of Transportation's current "approved List".

F. Air Entrainment Admixture: ASTM C 260 and on New York State Department of Transportation's current "Approved List".

2.02 CLSM MIXTURE

A. CLSM, Hand Tool Excavatable: Provide mix with compressive strength of 100 psi or less when measured 28 days from placement. Minimum air content at time of placement shall be 20%.

B. In the absence of one year strength data, the cementitious content shall be a minimum of 150 lbs./cy, the minimum air content shall be 20%, and fresh unit weight shall be a maximum of 115 lbs./ft^3, except where specified.

PART 3 EXECUTION

3.01 EXAMINATION AND PREPARATION

A. Examine conditions of substrates and other conditions under which work is to be performed and notify the State , in writing, of circumstances detrimental to the proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

B. Keep excavations free of water. Do not deposit CLSM in water.

C. Hardened CLSM, forms, and earth which will be in contact with fresh CLSM shall be free from frost at the time of CLSM placement.

D. Prior to placement of CLSM, remove all foreign materials from the space to be occupied by the CLSM.

3.02 APPLICATION OF CLSM

A. Secure tanks to prevent displacement during placement.

3.03 PROTECTION

A. Protect CLSM from traffic until sufficient strength has been achieved for further construction operations.

3.04 FINISHING

A. Provide a floated finish to the exposed portion of the CLSM.

END OF SECTION

SECTION 310000

EARTHWORK

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Low Density Concrete: Section 033400

B. Site Restoration: Section 310101.

1.02 DEFINITIONS

A. The following terms shall have the meanings ascribed to them in this Article, wherever they appear in this Section.
   1. Earth Excavation: The removal of all surface and subsurface material not classified as rock.
   3. Subgrade Surface: Surface upon which subbase or topsoil is placed.
   4. Subbase: Select granular material or subbase course Type 2 which is placed immediately beneath pavement or concrete slabs.
   5. Maximum Density: The dry unit weight in pounds per cubic foot of the soil at "Optimum Moisture Content" when determined by ASTM D 698 (Standard Proctor).
   6. Landscaped Areas: Areas not covered by structures, walks, roads, paving, or parking.
   7. Unauthorized Excavation: The removal of material below required elevation indicated on the Drawings or beyond lateral dimensions indicated or specified without specific written direction by the Owner's Representative.
   8. Grading Limit Line (Shown on Drawings): Limits of grading, excavations and filling required for the work of this contract. Unless specifically noted otherwise, the Grading Limit Line and Contract Limit Line shall be considered the same.

1.03 SUBMITTALS

A. Product Data:
   1. Filter Fabric: Manufacturer's catalog sheets, specifications, and installation instructions.

B. Samples: Submit samples as follows. Take the samples in the presence of the Owner's Representative, and submit to the Directors Representative the laboratory test results for gradation, proctors and soundness tests, when required. These tests shall be performed in accordance with ASTM standards, shall be performed and signed by a certified soils laboratory, and shall be submitted as part of the original submittal. At a minimum the samples taken shall be of the following quantities:
   1. Subbase Course Type 2: 50 - 60 lb. (Two Samples).
   2. Selected Fill: 40 - 50 lb.
   3. Cushion Material: 30 lb.

4. Crushed Stone: 30 lb

C. Quality Control Submittals:
1. Excavation Procedure: Submit a lay out drawing or detailed outline of intended excavation procedure for the Owner's information. This submittal will not relieve the Contractor of responsibility for the successful performance of intended excavation methods.
2. Subbase Materials: Name and location of source and the DOT Source Number. If the material is not being taken from an approved DOT Source the results of the gradation and soundness tests performed by an ASTM certified soils laboratory will be required.
3. Other Aggregates: Name and location of source and soil laboratory test results.

1.04 PROJECT CONDITIONS

A. Protect existing trees and plants during performance of the Work unless otherwise indicated. Box trees and plants indicated to remain within the grading limit line with temporary steel fencing or solidly constructed wood barricades as required. Protect root systems from smothering. Do not store excavated material, or allow vehicular traffic or parking within the branch drip line. Restrict foot traffic to prevent excessive compaction of soil over root systems.

B. Cold Weather Requirements:
1. Excavation: When freezing temperatures are anticipated, do not excavate to final required elevations for concrete work unless concrete can be placed immediately.
2. Backfilling: If backfill is being placed during freezing temperatures the backfilling operations shall be monitored by the Owner's Representative and the following procedures shall be followed:
   a. Frozen ground shall be removed in its entirety from beneath and five feet beyond the area of fill placement.
   b. The fill material placed shall consist of Selected Fill and shall be free of all frozen chunks that exceed four inches in size. The material transported to the project site shall only consist of material excavated from below the frost depth.
   c. At the end of the work day, the area of fill placement shall be covered with insulated blankets, or left unprotected. Other means of protection (hay, wood chips, etc.) may also be used for protection provided it is approved by the Owner's Representative.
   d. Following work day, remove the insulated blankets and/or strip the area of all frozen material as specified previously.
   e. Upon establishing the subgrade elevations, protect the grades with insulated blankets or place additional material that will adequately insulate the exposed earth surface from frost. This additional fill or protective material shall be stripped just prior to pouring concrete.

PART 2 PRODUCTS

2.01 MATERIALS

A. Subbase Course Type 2: Stockpiled, crushed ledge rock or approved blast furnace slag. Comply with the gradation and material requirements specified below:

Sieve		Percent Passing
Sieve Size	Size opening (mm)	
2 inch	50.8	100
1/4 inch	6.35	25-60
No. 40	0.425	5-40
No. 200	0.075	0-10

1. Magnesium Sulfate Soundness Test: 20 percent maximum loss by weight after four test cycles.
2. Plasticity Index: The plasticity index of the material passing the No. 40 mesh sieve shall not exceed 5.0.
3. Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a 1/2 inch sieve shall consist of flat or elongated particles. A flat or elongated particle is defined as one which has its greatest dimension more than three times its least dimension.

B. Selected Fill: Sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials. Comply with the gradation requirements specified below:

Sieve		Percent Passing
Sieve Size	Size opening (mm)	
4 inch	101.6	100
No. 40	0.425	0-70
No. 200	0.075	0-15

C. Suitable Material (Fill and Backfill for Landscaped Areas): Material consisting of mineral soil (inorganic), blasted or broken rock and similar materials of natural or man-made origin, including mixtures thereof. Maximum particle size shall not exceed 2/3 of the specified layer thickness prior to compaction. NOTE: Material containing cinders, industrial waste, sludge, building rubble, land fill, muck, and peat shall be considered unsuitable for fill and backfill, except topsoil and organic silt may be used as suitable material in landscaped areas provided it is placed in the top layer of the subgrade surface.

D. Cushion Material: Shall consist of clean, hard, durable, uncoated particles, free from lumps of clay and all deleterious substances and shall meet the following gradation requirements:

Sieve Size		Percent Passing
Sieve Size	Size opening (mm)	
1/4 inch	6.35	100

Sieve Size		Percent Passing
Sieve Size	Size opening (mm)	
No. 60	0.25	0-35
No. 100	0.15	0-10

E. No. 2 Coarse Aggregate: Crushed Stone that complies with material requirements of DOT Article 703-02 and meets the following gradation.

Sieve		Percent Passing
Sieve Size	Size opening (mm)	
1-1/2 inch	38.1	100
1 inch	25.4	90-100
1/2 inch	12.7	0-15

F. Marker Tape: FL Industries Blackburn/Holub's Type YT6, or Seton Nameplate Corporations Type 6 ELE, imprinted with message suited to item buried below.

2.02 GEOTECHNICAL FABRICS

A. Filter Fabric (GeoTextile)
1. Drainage and Erosion Control: Amoco 1199 & 2019, Maccaferri MacTex MX140 & MX155, Mirafi 140N & 160N, Fiberweave 403 & 404 or equivalent.
2. Separation for foundation drains, underdrains, undercuts: GeoTex 801, Contech Construction Products Inc. C-180, Synthetic Industries Geotex 250ST & 315ST, Mirafi Geolon HP570 & HP1500 or equivalent.
3. Separation/Stabilization beneath pavements: Amoco 4551, Bonded Fibers Products PN080, Maccaferri Gabions MacTex MX275 & 340, Mirafi 160N & 180N or equivalent.

2.03 BRICK AND MORTAR

A. Manhole Brick: Standard size, ASTM C 32, Grade MS.

B. Mortar Materials: Dry packaged, proportioned for Type M unit masonry mortar, complying with ASTM C 387.

PART 3 EXECUTION

3.01 CLEARING AND GRUBBING

A. Clear and grub the site within the Grading Limit Line (GLL) of trees, shrubs, brush, other prominent vegetation, debris, and obstructions except for those items indicated to remain. Completely remove stumps and roots protruding through the ground surface.

B. Fill depressions caused by the clearing and grubbing operations in accordance with the requirements for filling and backfilling, unless further excavation is indicated.

3.02 UNDERGROUND UTILITIES

A. Locate existing underground utilities prior to commencing excavation work. Determine exact utility locations by hand excavated test pits. Support and protect utilities to remain in place.

B. Do not interrupt existing utilities that are in service until temporary or new utilities are installed and operational.

C. Utilities to remain in service: Shall be re-routed as shown on the Contract Drawings. Contractor shall coordinate with Owner's Representative, and Utility provider.

D. Utilities abandoned beneath and five feet laterally beyond the structure's proposed footprint shall be removed in their entirety. Excavations required for their removal shall be backfilled and compacted as specified herein.

E. Utilities located outside the limits specified above may be abandoned in place provided their ends are adequately plugged as described below.
   1. Permanently close open ends of abandoned underground utilities exposed by excavations, which extend outside the limits of the area to be excavated.
   2. Close open ends of metallic conduit and pipe with threaded galvanized metal caps or plastic plugs or other approved method for the type of material and size of pipe. Do not use wood plugs.
   3. Close open ends of concrete and masonry utilities with concrete or flow-able fill.

3.03 EXCAVATION

A. Excavate earth as required for the Work.

B. Install and maintain all erosion and sedimentation controls during all earthwork operations as specified on the Contract Drawings or as directed by local officials. If the erosion and sedimentation controls specified by the local officials are more stringent than those specified on the Contract Drawings contact the Owner's Representative.

C. Maintain sides and slopes of excavations in a safe condition until completion of backfilling. Comply with Code of Federal Regulations Title 29 - Labor, Part 1926 (OSHA).
   1. Trenches: Deposit excavated material on one side of trench only. Trim banks of excavated material to prevent cave-ins and prevent material from falling or sliding into trench. Keep a clear footway between excavated material and trench edge. Maintain areas to allow free drainage of surface water.

D. Stockpile excavated materials classified as suitable material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage as approved by the Owner's Representative.

E. Excavation for Structures: Conform to elevations, lines, and limits indicated. Excavate to a vertical tolerance of plus or minus 1 inch. Extend excavation a sufficient lateral distance to provide clearance to execute the Work.

F. Pipe Trenches: Open only enough trench length to facilitate laying pipe sections. Unless otherwise indicated on the Drawings, excavate trenches approximately 24 inches wide plus the outside pipe diameter, equally divided on each side of pipe centerline. Cut trenches to cross section, elevation, profile, line, and grade indicated. Accurately grade and shape trench bottom for uniform bearing of pipe.

1. Trench in Rock: Excavate an additional 6 inches below bottom of pipe for bed of cushion material under the piping.

G. Conduit, Cable, Tubing and Piping (other than Bell and Spigot): Provide sufficient trench width for installation and to accommodate special backfill when specified.

H. Pavement: Excavate to subgrade surface elevation.

I. Unauthorized Excavations: Unless otherwise directed, backfill unauthorized excavation under footings, foundation bases, and retaining walls with compacted select granular material without altering the required footing elevation. Elsewhere, backfill and compact unauthorized excavation as specified for authorized excavation of the same classification, unless otherwise directed by the Director.

1. Unauthorized excavations under structural Work such as footings, foundation bases, and retaining walls shall be reported immediately to the Director before any concrete or backfilling Work commences.

J. Notify the Owner's Representative upon completion of excavation operations. Do not proceed with the Work until the excavation is inspected and approved. Inspection of the excavation by the Owner's Representative will be made on 3 working days notice.

3.04 DEWATERING

A. Prevent surface and subsurface water from flowing into excavations and trenches and from flooding the site and surrounding area.

B. Do not allow water to accumulate in excavations or trenches. Remove water from all excavations immediately to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Furnish and maintain pumps, sumps, suction and discharge piping systems, and other system components necessary to convey the water away from the Site.

C. Convey water removed from excavations, and rain water, to collecting or run-off area. Cut and maintain temporary drainage ditches and provide other necessary

diversions outside excavation limits for each structure. Do not use trench excavations as temporary drainage ditches.

D. Provide temporary controls to restrict the velocity of discharged water as necessary to prevent erosion and siltation of receiving areas.

3.05 PLACING FILTER FABRIC

A. Place and overlap filter fabric in accordance with the manufacturer's installation instructions, unless otherwise shown.

B. Cover tears and other damaged areas with additional filter fabric layer extending 3 feet beyond the damage.

C. Do not permit traffic or construction equipment directly on filter fabric.

D. Backfill over filter fabric within two weeks after placement. Backfill in accordance with the fabric manufacturer's instructions and in a manner to prevent damage to the fabric.

3.06 PLACING FILL AND BACKFILL

A. Surface Preparation of Fill Areas: Strip topsoil, remaining vegetation, and other deleterious materials prior to placement of fill. Remove all asphalt pavement in its entirety from areas requiring the placement of fill or break up old pavements to a maximum size of four inches. Prior to placement of fill, smooth out and compact areas where wheel rutting has occurred due to stripping or earthwork operations.

B. Excavations: Backfill as promptly as practicable, but only after approval by the Owner's Representative. Do not backfill with excavated material unless it meets the requirements of this Section.

C. Place backfill and fill materials in layers not more than 8 inches thick in loose depth unless otherwise specified. Before compaction, moisten or aerate each layer as necessary to facilitate compaction to the required density. Do not place backfill or fill material on surfaces that are muddy, frozen, or covered with ice.
   1. Place fill and backfill against foundation walls, and in confined areas (such as trenches) not easily accessible by larger compaction equipment, in maximum six inch thick (loose depth) layers.

D. Prevent wedging action of backfill against structures by placing backfill uniformly around structure to approximately same elevation in each layer. Place backfill against walls of structures containing basements or crawl spaces only after the first floor structural members are in place.

E. Under Pavements and Walks:
   1. Up to Subgrade Surface Elevation: Place selected fill when fill or backfill is required.
   2. Subbase Material: Place as indicated.

F. Landscaped Areas: Place suitable material when required to complete fill or backfill areas up to subgrade surface elevation. Do not use material containing rocks over four inches in diameter within the top 12 inches of suitable material.

G. Plastic Pipe in Trenches: Place cushion material a minimum of six inches deep under pipe, 12 inches on both sides, and 12 inches above top of pipe. Complete balance of backfill as specified.

3.07 COMPACTION

A. All materials with exception of open graded stone (No. 2 Coarse aggregate, No. 1 Coarse aggregate, Item B-12, etc.):
   1. Compact each layer of fill and backfill for the following area classifications to the percentage of maximum density specified below and at a moisture content suitable to obtain the required densities, but at not less than three percent drier or more than two percent wetter than the optimum content as determined by ASTM D 698 (Standard Proctor) or 1557 (Modified Proctor).
      c. Landscaped Areas: 90 percent.
      d. Pavements and Walks: 95 percent.
      f. Pipe Bedding: 95 percent.
   2. If a compacted layer fails to meet the specified percentage of maximum density, the layer will be re-compacted and retested. If compaction cannot be achieved the material/layer will be removed and replaced. No additional material may be placed over a compacted layer until the specified density is achieved.

3.08 GRADING

A. Rough Grading: Trim and grade area within the Grading Limit Line and excavations outside the limit line, required by this Contract, to a level of four inches below the finish grades indicated unless otherwise specified herein or where greater depths are indicated. Provide smooth uniform transition to adjacent areas.

B. Finish Grading: Finish surfaces free from irregular surface changes, and as follows:
   1. Grassed Areas: Finish areas to receive topsoil to within 1 inch above or below the required subgrade surface elevations.
   2. Walks and Pavements: Place and compact subbase material as specified. Shape surface of areas to required line, grade and cross section, with the finish surface not more than 1/2 inch above or below the required subbase elevation.

C. Spread approved topsoil directly upon prepared subgrade surface to a depth measuring 4 inches after natural settlement of the topsoil has occurred in areas to be seeded or to receive sod. Place to greater depth when necessary to adjust grades to required elevations.

1. Approved existing topsoil within the Grading Limit Line may be used. Provide additional topsoil from outside sources as required.

D. Finish topsoil surface free of depressions which will trap water, free of stones over 1 inch in any dimension, and free of debris.

3.09 RESTORATION

A. Restore pavements, walks, curbs, lawns, and other exterior surfaces damaged during performance of the Work to match the appearance and performance of existing corresponding surfaces as closely as practicable.

B. Topsoil and seed or sod damaged lawn areas outside the GLL and new lawn areas inside the GLL. Water as required until physical completion of the Work.

3.10 DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS

A. Transport excess and unsuitable materials, including materials resulting from clearing and grubbing and removal of existing improvements, to spoil areas on Owner's property designated by the Owner's Representative, and dispose of such materials as directed.

3.11 FIELD QUALITY CONTROL

A. Compaction Testing: Notify the Owner's Representative at least 3 working days in advance of all phases of filling and backfilling operations. Compaction testing will be performed by the Owner's Representative to ascertain the compacted density of the fill and backfill materials. Compaction testing will be performed on certain layers of the fill and backfill as determined by the Owner's Representative. If a compacted layer fails to meet the specified percentage of maximum density, the layer shall be re-compacted and will be retested. No additional material may be placed over a compacted layer until the specified density is achieved.

3.12 PROTECTION

A. Protect graded areas from traffic and erosion, and keep them free of trash and debris.

END OF SECTION

SECTION 310101

SITE RESTORATION

PART 1 GENERAL

1.01 QUALITY ASSURANCE

A. Provide prepackaged seed readily available to the public with quality and purity equal to product of O.M. Scotts and Son, Marysville, OH 43041. On-the-job or made-to-order mixes will not be accepted.

1.02 DELIVERY STORAGE AND HANDLING

A. Deliver fertilizer in manufacturer's standard size bags or cartons showing weight, analysis, and the name of the manufacturer. Store as approved by Owner's Representative.

B. Store all seed at the site in a cool dry place as approved by the Owner's Representative. Replace any seed damaged during storage.

1.03 SCHEDULING

A. Time For Seeding: Optimum period to sow permanent grass seed is generally between April 1st and May 15th or between August 15th and October 1st. Schedule application for when weather conditions permit or as Directed.
   1. Provide temporary seed and mulch when final grading is complete while waiting for optimal seeding period.
   2. Provide temporary seed and mulch for temporary cover on disturbed ground not to be worked on for more than 7 days.
   3. Provide temporary seed and mulch on disturbed earth prior to temporary shutdown of construction.

PART 2 PRODUCTS

2.01 TOPSOIL

A. Provide topsoil conforming to the following:
   1. Original loam topsoil, well drained homogeneous texture and of uniform grade, without the admixture of subsoil material and entirely free of dense material, hardpan, sod, or any other objectionable foreign material.
   2. Containing not less than 4 percent nor more than 20 percent organic matter in that portion of a sample passing a 1/4 inch sieve when determined by the wet combustion method on a sample dried at 105 degrees C.
   3. Containing a Ph value within the range of 4.5 to 7 on that portion of the sample that passes a 1/4 inch sieve.
   4. Containing the following gradations:

SIEVE DESIGNATION	PERCENT PASSING
1 inch	100
1/4 inch	97 - 100
No. 200	20 - 65 (of the 1/4 inch sieve)

2.02 FERTILIZER

A. Fertilizer: Mixed commercial fertilizers shall contain total nitrogen, available phosphoric acid and soluble potash in the ratio of 10-6-4 (50% N/UF). 50% of total nitrogen shall be derived from ureaform furnishing a minimum of 3.5% water insoluble nitrogen (3.5% WIN). The balance of the nitrogen shall be present as methylene urea, water-soluble urea, nitrate and ammoniacal compounds.

B. Other fertilizers meeting DOT Specification Section 713-03 Fertilizer can be used.

2.03 SEED

A. Furnish fresh, clean, new-crop seed mixed in the proportions specified for species and variety, and conforming to Federal and Owner Standards.

B. Acceptable material in a seed mixture other than pure live seed consists of nonviable seed, chaff, hulls, live seed of crop plants and inert matter. The percentage of weed seed shall not exceed 0.1 percent by weight.

C. All seed will be rejected if the label indicates any noxious weed seeds.

D. Provide seed mixture equal to Scotts Pure Premium Sun and Shade North Grass Seed Mixture, comprised of the following:

SEED MIXTURE			
AMOUNT BY WEIGHT IN MIXTURE	SPECIES OR VARIETY *	PERCENTAGE	
		PURITY	GERMINATION
30 PERCENT	FENWAY RED FESCUE	97 PERCENT	80 PERCENT
30 PERCENT	ABBEY KENTUCKY BLUEGRASS BLEND	95 PERCENT	80 PERCENT
20 PERCENT	DEVINE PERENNIAL RYE	98 PERCENT	85 PERCENT
20 PERCENT	ENCHANTED PERENNIAL RYE	98 PERCENT	85 PERCENT
100 PERCENT			

*Variety may be altered depending on availability of seed from manufacturer.

2.04 MULCH

A. Dry Application, Straw: Stalks of oats, wheat, rye or other approved crops that are free of noxious weed seeds. Weight shall be based on a 15 percent moisture content.

PART 3 EXECUTION

3.01 GRADING

A. Rough Grading: Trim and grade lawn areas within the Contract Limit to a level of 4 inches below the finish grades indicated unless otherwise specified herein or where greater depths are indicated. Provide smooth uniform transition to adjacent areas.

B. Finish Grading: Finish surfaces free from irregular surface changes, and as follows:

1. Grassed Areas: Finish areas to receive topsoil to within 1 inch above or below the required subgrade surface elevations.

3.02 SPREADING TOPSOIL

A. Perform topsoil spreading operations only during dry weather.

B. To insure a proper bond with the topsoil, harrow or otherwise loosen the subgrade to a depth of 3 inches before spreading topsoil.

C. Spread topsoil directly upon prepared subgrade to a minimum depth measuring 4 inches after natural settlement in areas to be seeded. Smooth out unsightly variations, bumps, ridges, and depressions that will hold water. Remove stones, litter, or other objectionable material. Finished surfaces shall conform to the contour lines and elevations indicated on the drawings or fixed by the Owner's Representative.

3.03 PREPARATION FOR SEEDING

A. Seed Bed: Scarify soil to a depth of 2 inches in compacted areas. Smooth out unsightly variations, bumps, ridges, and depressions that will hold water. Remove stones, litter, or other objectionable material.

3.04 FERTILIZING

A. Apply 10-6-4 fertilizer evenly at the rate of 40 pounds per 1000 sq ft .

3.05 SEEDING

A. Assume all risks when seed is sowed before approval of seed analysis.

B. Do not seed when the wind velocity exceeds 5 miles per hour.

C. Application Rate: 8 pounds per 1000 sq ft.

D. Dry Application: Sow seed evenly by hand or seed spreader on dry or moderately dry soil.

3.06 MULCHING

A. Dry Application: Within 3 days after seeding, cover the seeded areas with a uniform blanket of straw mulch at the rate of 50 pounds per 1000 sq ft of seeded area.

3.07 LAWN ESTABLISHMENT

A. Maintain the grass at heights between 3 inches and 3-1/2 inches on a weekly basis until the Final Acceptance of the Work.

B. Water and protect all seeded areas until final acceptance of the lawn.

3.08 FINAL ACCEPTANCE

A. Final acceptance of seeded areas will be granted when a uniform stand of acceptable grass is obtained, with a minimum of 95 percent coverage. Portions of the seeded areas may be accepted at various times at the discretion of the Owner's Representative.

B. Unacceptable seeded areas, dry application: Reseed as specified and fertilized at one-half the specified rate.

C. Once accepted, the Owner will assume all maintenance responsibilities.

END OF SECTION

SECTION 312513

EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork: Section 310000.

B. Site Restoration: Section 310101

C. Plastic Drain Pipe: Section 333104.

1.02 REFERENCES

A. Erosion and Sediment Control Guidelines: Conform to the latest edition of "NEW YORK STANDARDS and SPECIFICATIONS for EROSION and SEDIMENT CONTROL" by NYS Department of Environmental Conservation DOW (i.e., Bluebook). Refer to these guidelines for construction and maintenance of all items (Temporary and Permanent Structural, Vegetative and Biotechnical) included in the Storm Water Pollution and Prevention Plan (SWPPP).

C. Additional Erosion and Sediment Control and Storm Water Management: Conform to the Town of Rotterdam Code.

1.03 RESPONSIBILITY

A. During construction conduct operations in such a manner as to prevent or reduce to a minimum any damage to any water body from pollution by debris, sediment, chemical or other foreign material, or from the manipulation of equipment and/or materials in or near a stream or ditch flowing directly to a stream. Any water which has been used for wash purposes or other similar operations which become polluted with sewage, silt, cement, concentrated chlorine, oil, fuels, lubricants, bitumens, or other impurities shall not be discharged into any water body.

B. In the event of conflict between these specifications and the regulation of other Federal, State, or local jurisdictions, the more restrictive regulations shall apply.

1.04 DESCRIPTION

A. The Work shall consist of furnishing, installing, inspecting, maintaining, and removing soil and erosion control measures as shown on the contract documents or as ordered by the Owner's Representative during the life of the contract to provide erosion and sediment control.

B. Temporary structural measures provide erosion control protection to a critical area for an interim period. A critical area is any disturbed, denuded slope subject

to erosion. These are used during construction to prevent offsite sedimentation. Temporary structural measures shall include check dams, construction road stabilization, stabilized construction entrance, dust control, level spreader, earth dike / perimeter dike/swale, rock dam, sediment basin, sediment traps, silt fence, storm drain inlet protection, straw/hay bale dike, storm drain diversion, temporary swale, or other erosion control devices or methods as required.

D. Vegetative measures shall include grassed waterway, vegetating waterway, mulching, protecting vegetation, seeding, straw/hay bale dike, temporary swale, topsoil, and vegetating waterways.

1.05 DEFINITIONS – TEMPORARY STRUCTURAL MEASURES

A. Dust Control: Prevent surface and air movement of dust from disturbed soil surfaces.

B. Silt Fence: A barrier of geo-textile fabric installed on contours across the slope to intercept runoff by reducing velocity. Replace after 1 year.

C. Storm Drain Inlet Protection: A semi-permeable barrier installed around storm inlets to prevent sediment from entering a storm drainage system.

D. Stabilized Construction Entrance: A Composite trackout control system, by FODS or approved equal.

E. Construction Road Stabilization: Stabilization of construction roads to control erosion.

1.67 DEFINITIONS – VEGETATIVE MATERIALS MEASURES

A. Mulches: Hay, straw, wood cellulose, fiber mats, flexible growth medium and other materials approved by the Owner’s Representative.

B. Protecting Vegetation: Protecting trees, shrubs, ground cover and other vegetation from damage.

C. Temporary Seeding: Erosion control protection to a critical area for an interim period. A critical area is any disturbed, denuded slope subject to erosion.

D. Permanent Seeding: Grasses established and combined with shrubs to provide perennial vegetative cover on disturbed, denuded, slopes subject to erosion.

E. Topsoil: Placed before permanent seeding or sod is installed.

PART 2 PRODUCTS

2.01 MATERIALS

A. Seeding: Permanent see Section 310101.

2.02 COMPANIES-TEMPORARY STRUCTURAL

A. Mirafi, 365 South Holland Drive, Pendergrass, Ga, 30567, (888) 795-0808, www.mirafi.com.

B. North American Green, 14649 Highway 41 North, Evansville, IN 47725, (800) 772-2040, www.nagreen.com.

D. Nedia Enterprises, Inc., 22187 Vantage Pointe Place, Ashburn, VA 20148, (888) 725-6999, www.nedia.com.

E. Rolanka International Inc., 155 Andrew Drive, Stockbridge GA 30281, (800) 760-3215, www.rolanka.com.

F. FODS LLC, 7328 S Revere Parkway #104B Centennial, CO 80112

PART 3 EXECUTION

3.01 WORK AREAS

A. The Owner's Representative has the authority to limit the surface area of erodible earth exposed by earthwork operations and to direct the Contractor to provide immediate temporary or permanent erosion measures to minimize damage to property and contamination of watercourses and water impoundments. Under no circumstances will the area of erodible earth material exposed at one time exceed 50,000 sq. ft. The Owner's Representative may increase or decrease this area of erodible earth material exposed at one time as determined by their analysis of project, weather and other conditions. The Owner's Representative may limit the area of clearing and grubbing and earthwork operations in progress commensurate with the Contractor's demonstrated capability in protecting erodible earth surfaces with temporary, permanent, vegetative or biotechnical erosion control measures.

B. Schedule the work so as to minimize the time that earth areas will be exposed to erosive conditions. Provide temporary structural measures immediately to prevent any soil erosion.

C. Provide temporary seeding on disturbed earth or soil stockpiles exposed for more than 7 days or for any temporary shutdown of construction. In spring, summer or early fall apply rye grass at a rate of 1 lb/ 1000 sq.ft. In late fall or early spring, apply certified Aroostook Rye at a rate of 2.5 lbs./ 1000 sq. ft. Apply hay or straw at a rate of 2 bales/ 1000 sq. ft. or wood fiber hydromulch at the manufacturer's recommended rate. Hay or straw shall be anchored.

D. Coordinate the use of permanent controls or finish materials shown with the temporary erosion measures.

E. All erosion and sediment control devices must be maintained in working order until the site is stabilized. All preventative and remedial maintenance work, including clean out, repair, replacement, re-grading, re-seeding, or re-mulching, must be performed immediately.

F. After final stabilization has been achieved temporary sediment and erosion controls must be removed. Areas disturbed during removal must be stabilized immediately.

END OF SECTION

SECTION 321216

ASPHALT PAVING

PART 1 GENERAL

1.01 REFERENCES

A. New York State Department of Transportation (DOT) Specification section 400 dated January 1, 2023.

B. AASHTO: M-288-17 Section A6, Paving Fabric.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork: Section 310000.

B. Pavement Marking: Section 321723.

1.03 SUBMITTALS

A. Product Data:
   1. Paving Synthetics: including Manufacturer's name, specifications, MSDS as required and installation instructions (including adhesion type and rate) for each item specified.
   2. Asphaltic Pavement: Include mix design from NYSDOT approved Batch Plant, Mix Design Test results that are less than 6 months old

B. Batch plant name, NYSDOT Plant Number, and location of asphalt plant.

C. Pavement Quality Control Submittals: Material Delivery Tickets
   1. At the time of delivery, a copy of the delivery ticket must be presented to the Owner's Representative with the following minimum information:
      a. Ticket Number.
      b. Plant Identification.
      c. Project Name.
      d. Mix Type.
      e. Quantity of material in vehicle.
      f. Date and Time.

1.04 PROJECT CONDITIONS

A. Environmental Requirements:
   1. Discontinue paving when surface temperatures fall below requirements listed in DOT Table 404-1 unless otherwise specified in the General Conditions of this Contract or as directed by the Owner's Representative.
   2. Do not place asphalt concrete on wet surfaces, or when weather conditions otherwise prevent the proper handling or finishing of bituminous mixtures as determined by the Owner's Representative.

3. Pavement is restricted by dates listed in the General Conditions or by temperatures.

PART 2 PRODUCTS

2.01 MATERIALS

A. All aggregate used in design mixes shall be as specified in DOT Specification Section 401-2.02 B.; Coarse Aggregate Type F2 Conditions.

B. Asphalt: Refer to plans and detail sheets

C. Asphalt Cement Tack Coat: conform to DOT Specification Section 407-Tack Coat.

PART 3 EXECUTION

3.01 PRE-CONSTRUCTION MEETING

A. The Owner's Representative will conduct a Pre-Paving meeting prior to any Asphalt placement. The attendance at this meeting will include Contractor's Paving Superintendent, Chief Inspector or Paving Inspector(s), Asphalt plant representative, density gauge operator, depending on the compaction method used, and work zone traffic control (WZTC) competent person (if applicable). The contractor's Paving Superintendent must be prepared to discuss the operation necessary to complete the work successfully. Participants will review all aspects of the project requirements including, but not limited to, the following:

1. Asphalt delivery temperature.
2. Equipment and setup.
3. Mix codes to ensure the correct mix is delivered.
4. Frequency of testing.
5. Density Gauge operator certification.
6. Proper construction practice to provide quality product.
7. Work zone traffic control activities necessary.

3.02 ASPHALT PAVING PLACEMENT & COMPACTION

A. Prepare existing surfaces in accordance with DOT Section 404-3.05, *Conditioning of Existing Surface*.

B. Apply Tack Coat in accordance with DOT Section 407-3.02, *Application of Tack Coat*, specifically Table 407-1 – Tack Coat Application Rates. The rates listed are recommended application rates for tack coat on various surfaces and may be modified by the Owner's Representative.

C. Spread and Finish asphalt in accordance with DOT Section 404-3.06, *Spreading and Finishing*.

D. Provide compaction of asphalt in accordance with DOT Section 404-3.07, *Compaction*.

1. Paragraph D. 80 Series Compaction Methods, specifically meeting the minimum requirements as shown in Table 404-3 Number of Passes. The Owner's Representative may increase or decrease the number of passes to obtain adequate density of the compacted HMA.
2. The Owner's Representative may also approve alternate compaction procedures where the specified procedures are not applicable.
3. Testing to be performed at the direction of and in locations chosen by the Owner's Representative. Target compaction is 95% (92% - 97% range is acceptable).

E. Asphalt joints shall be in accordance with DOT Section 404-3.09, *Joints*.

F. Construct each pavement course to a ¼" surface tolerance. The Owner's Representative may test the surface with a 16-foot straight edge or string line placed parallel to the centerline of the pavement and with a 10-foot straight edge or string line placed transversely to the centerline of the pavement on any portion of the pavement. Variations exceeding ¼ inch will be appropriately corrected or the pavement be removed and replaced at no additional cost to the State.

G. The allowable thickness tolerance of all asphalt mixtures shall be:
1. 1/4 inch or less when the total nominal thickness indicated on the plans is 4 inches or less.
2. 1/2 inch or less when the total nominal thickness is over 4 inches but not more than 8 inches.
3. When the asphalt mixture is placed on newly constructed subbase material, an additional tolerance of 1/4 inch will be allowed both in the nominal thickness of the course placed directly on the subbase and the total pavement thickness.

H. Remove and restore paved areas that are defective or contaminated as delineated by the Owner's Representative at no additional cost to the State.

I. Do not clean tools and equipment used for asphalt placement on the pavement surface, or near streams, ponds, drainage structures or other areas that are tributaries to waterways. Use an area approved by the Owner's Representative for cleaning all paving equipment and tools.

J. Once pavement cures for a minimum of 24 hours, apply pavement markings with mechanical equipment to a minimum wet film thickness of 15 mils (0.4 mm), or as specified by the Manufacturer if greater.

END OF SECTION

SECTION 321723

PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SUBMITTALS

A. Samples:
   1. Paint: One pint, each type. Include the manufacturer's label with product analysis.

B. Quality Control Submittals:
   1. Certificates: Affidavit required under Quality Assurance Article.

1.02 QUALITY ASSURANCE

A. Certification: Affidavit by the paint applicator, certifying that the materials comply with the current regulatory requirements in effect at the time products were delivered and applied.

1.03 PROJECT CONDITIONS

A. Perform the painting operations after working hours, on weekends or at such time so as not to interfere with the flow of traffic. Provide temporary barriers to prevent vehicles from driving over newly painted areas.

B. Apply paint on dry pavement surface, when the air temperature is above 40 degrees F.

PART 2 PRODUCTS

2.01 MATERIALS

A. Paint: DOT Section 640-2, yellow or white as indicated, or if not indicated as directed. Delete reference to Glass Beads.

B. Rapid Dry Paint:
   1. Aexcel Corp., www.aexcelcorp.com, 72W-A042 White, 72Y-A082 Yellow
   2. Sherwin-Williams, www.swpavementmarkings.com, TM2152 White, TM2153 Yellow, TM2224 Blue.
   3. Franklin Paint Company, Inc., www.franklinpaint.com, 2014 White, 2015 Yellow.

PART 3 EXECUTION

3.01 PREPARATION

A. Remove dust, dirt, and other foreign material detrimental to paint adhesion.

B. Mark layout of stripes and lines with chalk or paint.

3.02 APPLYING PAVEMENT MARKING

A. Apply paint in accordance with DOT Section 640-3.02, except as follows:
   1. Delete references to Glass Beads.

END OF SECTION

SECTION 323113

CHAIN LINK FENCE

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

1.02 REFERENCES

A. Comply with ASTM A 53 for requirements of Schedule 40 piping.

1.03 DEFINITIONS

A. Height of Fence: Distance measured from the top of concrete footing to the top of fabric.

1.04 SUBMITTALS

A. Shop Drawings: Complete detailed drawings for each height and style of fence and gate required. Include separate schedule for each listing all materials required and technical data such as size, weight, and finish, to ensure conformance to specifications.

B. Product Data: Manufacturer's catalog cuts, specifications, and installation instructions for each item specified.

C. Samples:
   1. Fence Fabric: Minimum one square foot.
   2. Fence and Gate Posts: Two each, one foot long, if requested.
   3. Miscellaneous Materials and Accessories: One each, if requested.

1.05 QUALITY ASSURANCE

A. Comply with standards of the Chain Link Fence Manufacturer's Institute.

B. Provide steel fence and related gates as a complete compatible system including necessary erection accessories, fittings, and fastenings.

C. Posts and rails shall be continuous without splices.

E. Concrete batching plants shall be currently approved as concrete suppliers by the New York State Department of Transportation.

PART 2 PRODUCTS

2.01 MATERIALS

A. Class B Steel Tubing (Option):
   1. SS-40 Fence Pipe by Allied Tube & Conduit Corp., 16100 S. Lathrop Ave., Harvey, IL, 60426, (800) 882-5543.
   2. Tuf-40 Fence Framework by American Tube and Pipe Co., Inc., 2525 N. 27th Ave., Phoenix, AZ 85009, (800) 669-8823.

2.02 STEEL FRAMEWORK (FOR FENCES UP TO 6'-0" HIGH)

A. End Posts, Corner Posts and Pull Posts:
   1. Pipe: 2.375 inches OD, 3.65 pounds per linear foot (Schedule 40).
   2. Square Tubing: 2 inches OD, 3.60 pounds per linear foot.
   3. Class B Steel Tubing: 2.375 inches OD, 3.11 pounds per linear foot.
   4. Roll Formed C-Section: ASTM A 570 Grade 45, 3.5 inches by 3.5 inch by 0.128 inch thick, with minimum bending strength of 486 pounds under a 6 foot cantilever load.

B. Line Posts:
   1. Pipe: 1.90 inches OD, 2.72 pounds per linear foot (Schedule 40).
   2. Class B Steel Tubing: 1.90 inches OD, 2.28 pounds per linear foot.
   3. H-Section: 1.875 inches x 1.625 inches x 0.113 inch, 2.70 pounds per linear foot.
   4. Roll Formed C-Section: ASTM A 570 Grade 45, 1.875 inches by 1.625 inches by 0.121 inch thick with minimum bending strength of 247 pounds under a 6 foot cantilever load.

2.05 STEEL FABRIC

A. One-piece widths for fence heights up to 12'-0".

B. Chain link, 2 inch mesh, No. 9 gauge.

C. Selvages: Top edge twisted and barbed; bottom edge knuckled.

C. Selvages: Top edge and bottom edge knuckled.

2.06 MISCELLANEOUS MATERIALS AND ACCESSORIES

A. Rails and Post Braces:
   1. Pipe: 1.660 inches OD, 2.27 pounds per linear foot (Schedule 40).
   2. Class B Steel Tubing: 1.660 inches OD, 1.84 pounds per linear foot.
   3. Roll formed C-Section: 1.625 inches by 1.25 inches by 0.0747 inch thick with minimum bending strength of 192 pounds on a 10 foot span.

B. Fittings and Post Tops: Steel, wrought iron, or malleable iron.
   1. Fasteners: Tamper-resistant cadmium plated steel screws.

C. Stretcher Bars: One piece equal to full height of fabric, minimum cross-section 3/16 inch by 3/4 inch.

D. Metal Bands (for securing stretcher bars): Steel, wrought iron, or malleable iron.

E. Wire Ties: Conform to American Steel Wire gauges.
   1. For tying fabric to line posts, rails and braces: 9 gauge (.1483 inch) steel wire.
   2. For tying tension wire to fabric: 11 gauge (.1205 inch) steel hog rings.

F. Truss Rods: 3/8 inch diameter.

G. Concrete: Portland Cement concrete having a minimum compressive strength of 4000 psi at 28 days.

H. Spiral Paper Tubes:
   1. Sonotube by Sonoco Products Co., North Second St., Hartsville, SC 29550, (800) 377-2692.
   2. Sleek/tubes by Jefferson Smurfit Corp., P.O. Box 66820, St. Louis, Mo 63166, (314) 746-1100.

I. Cold Galvanizing Compound: Single component compound giving 93 percent pure zinc in the dried film, and meeting the requirements of DOD-P-21035A (NAVY).

J. Tension Wire: 7 gauge coiled spring steel wire.

M. Expansion Anchors: ¾ inch diameter with a minimum 4-3/4" embedment depth, Stainless Steel KWIK Bolt 3 (KB3) by Hilti, Inc. www.us.hilti.com ; 1-800-879-8000.

N. Shrink-Resistant Grout (Ferrous): Factory-packaged, non-catalyzed, ferrous aggregate mortar grouting compound selected from the following:
   1. Embeco 636 by Master Builders, 23700 Chagrin Blvd., Cleveland, OH 44122, (800) 227-3350.
   2. Ferrolith G-NC by Sonneborn, Chemrex, Inc., 57-46 Flushing Ave., Maspeth, NY 11378, (800) 433-9517.
   3. Ferro-Grout by L&M Construction Chemicals, 14851 Calhoun Rd., Omaha, NB 68152, (800) 362-3331.
   4. Vibra-Foil by A.C. Horn, Inc., Tamm Industries, 7405 Production Dr., Mentor, OH 44060, (800) 862-2667.

O. Aluminum Slats:
   1. Size: 1-7/8 inches wide and 1-3/4 inches wide by .009 inch to .0105 inch thick.
   2. Aluminum Alloy: 5052 H19 or 6011 T81.
   3. Finish: Baked enamel, color as indicated or directed by Owner's Representative.

2.07 FINISHES

A. Steel Framework contractor to coordinate with Owner's Representative:
   1. Pipe: Galvanized in accordance with ASTM A 53, 1.8 ounces zinc per square foot.
   2. Square Tubing: Galvanized in accordance with ASTM A 123, 2.0 ounces zinc per square foot.
   3. Class B Steel Tubing: Exterior; 1.0 ounces zinc per square foot plus chromate conversion coating and clear polyurethane. Interior; zinc rich organic coating.
   4. H-Section: Galvanized in accordance with ASTM A 123, 2.0 ounces zinc per square foot.
   5. Roll Formed C-Section: Galvanized in accordance with ASTM A 123, 2.0 ounces zinc per square foot.

B. Fabric; one of the following:
   1. Galvanized Finish: ASTM A 392 class II zinc coated after weaving, with 2.0 ounces per square foot.
   2. Aluminized Finish: ASTM A 491 aluminum coated with 0.40 ounces per square foot.

C. Fence and Gate Hardware, Miscellaneous Materials, Accessories:
   1. Wire Ties: Galvanized Finish, ASTM A 90 1.6 ounces zinc per square foot, or aluminized finish, ASTM A 809 0.40 ounces per square foot.
   2. Hardware and Miscellaneous Items: Galvanized Finish, ASTM A 153 (Table 1).
   4. Angle Beams, I Beams, and Steel Shapes: Galvanized in accordance with ASTM A 123, 2.0 ounces zinc per square foot.

D. Tension Wire; one of the following:
   1. Galvanized Finish: ASTM A 121 class 3, 0.80 ounces per square foot.
   2. Aluminized Finish: ASTM A 585 class 2, 0.30 ounces per square foot.

PART 3 EXECUTION

3.01 PREPARATION

A. Clear and grub along fence line as required to eliminate growth interfering with alignment.

B. Do not begin installation of fence in areas to be cut until finished grading has been completed.

3.02 INSTALLATION

A. Space posts equidistant in the fence line with a maximum of 10 feet on center. For fences 16 feet and higher space posts a maximum of 8 feet on center.

B. Setting Posts in Earth: Drill holes for post footings. If existing grade at the time of installation is below finished grade, provide spiral paper tubes to contain

concrete to finish grade elevation. Set posts in center of hole and fill hole with concrete. Plumb and align posts. Vibrate or tamp concrete for consolidation. Finish concrete in a dome shape above finish grade elevation to shed water. Do not attach fabric to posts until concrete has cured a minimum of 7 days.

C. Setting Posts in Rock: Drill holes into solid rock one inch wider than post diameter, 18 inches deep for end, pull, corner, and gate posts, and 12 inches deep for line posts. Set posts into holes and fill annular space with shrink-resistant grout.

D. Locate corner posts at corners and at changes in direction. Use pull posts at all abrupt changes in grade and at intervals no greater than 500 feet. On runs over 500 feet, space pull posts evenly between corner or end posts. On long curves, space pull posts so that the strain of the fence will not bend the line posts.

E. Install top rail continuously through post tops or extension arms, bending to radius for curved runs. Install expansion couplings as recommended by fencing manufacturers.

G. Brace corner posts, pull posts, end posts, and gate posts to adjacent line posts with horizontal rails.

H. Diagonally brace corner posts, pull posts, end posts, and gate posts to adjacent line posts with truss rods and turnbuckles.

I. Attach fabric to security side of fence. Maintain a 2 inch clearance above finished grade except when indicated otherwise. Thread stretcher bars through fabric using one bar for each gate and end post and 2 for each corner and pull post. Pull fabric tight so that the maximum deflection of fabric is 2 inches when a 30 pound pull is exerted perpendicular to the center of a panel. Maintain tension by securing stretcher bars to posts with metal bands spaced 15 inches oc. Fasten fabric to steel framework with wire ties spaced 12 inches oc for line posts and 24 inches oc for rails and braces. Bend back wire ends to prevent injury. Tighten stretcher bar bands, wire ties, and other fasteners securely.

J. Position bolts for securing metal bands and hardware so nuts are located opposite the fabric side of fence. Tighten nuts and cut off excess threads so no more than 1/8 inch is exposed. Peen ends to prevent loosening or removal of nuts.
   1. Secure post tops and extension arms with tamper-resistant screws.

K. Install gates plumb and level and adjust for full opening without interference. Install ground-set items in concrete for anchorage, as recommended by fence manufacturer. Adjust hardware for smooth operation and lubricate where necessary.

Q. Wire brush and repair welded and abraded areas of galvanized surfaces with one coat of cold galvanizing compound.

R. Restore disturbed ground areas to original condition. Topsoil and seed to match adjacent areas.

END OF SECTION

SECTION 329300

PLANTS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Trees Materials.
2. Shrubs.
3. Planting Soil
4. Soil Amendments and Fertilizers
5. Mulch.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 310000: Earthwork

B. Section 310101: Site Restoration

1.03 SUBMITTALS

A. Products: Provide a list of plant material from nursery source with sizes indicated.

1.04 DEFINITIONS

A. Weeds: Vegetative species other than specified species to be established in given area.

B. Plants: Living trees, shrubs, perennials, ground cover, and other plant materials specified in this Section.

1.05 QUALITY ASSURANCE

A. Provide quality, size, genus, species, and variety of plant material indicated, complying with applicable requirements of ANSI Z60.1 "American Standard for Nursery Stock."

B. Measurements: Measure trees and shrubs according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above ground for trees up to 4 inch caliper size, and 12 inches above ground for larger sizes. Measure main body of tree for height and spread; do not measure branches or roots tip to tip.

1.06 QUALIFICATIONS

A. Nursery: Company specializing in growing and cultivating plants with minimum three years documented experience.

B. Installer: Company specializing in performing work of this section with minimum three years documented experience and a record of successful landscape establishment.

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that work of this section is in progress.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Plant Materials: Deliver freshly dug plant materials. Keep plants moist. Do not prune before delivery. Protect bark, branches, and root systems from sunscald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind tie trees in such a manner as to destroy natural shape. Provide protective covering during delivery. Do not drop plant materials.

B. Deliver trees after preparations for planting have been completed and install immediately. If planting is delayed more than 6 hours after delivery, set planting materials in shade, protect from weather and mechanical damage, and keep roots moist.

1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.

2. Do not remove container grown stock from containers before time of planting.

3. Water plant material stored on site with a fine mist spray. Water as often as necessary to maintain root systems in a moist condition.

C. Protect and maintain plant life until planted.

D. Handle balled and burlapped plant material by the root ball.

E. Plants will be rejected when ball of earth surrounding roots has been disturbed or damaged prior to or during planting.

1.08 PROJECT CONDITIONS

A. Utilities: Determine location of above grade and underground utilities prior to the start of work. Perform work in a manner which will avoid damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by the Engineer.

B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify the Engineer before planting.

1.09 COORDINATION AND SCHEDULING

A. Coordinate installation of planting materials during normal planting seasons, as indicated on the Contract Drawings, for each type of material required. Coordinate with other site operations to avoid conflict and damage to new work.

1.010 WARRANTY

A. Special Warranty: Warrant the following living planting materials for a period of one year after date of Substantial Completion, against defects including death and unsatisfactory growth, except for defects resulting from incidents that are beyond Contractor's control.

1. Plants.

B. Remove and replace dead plant materials immediately unless required to plant in the succeeding planting season.

C. Replace plant materials that are more than 25 percent dead or in an unhealthy condition at end of warranty period.

D. Replacement plants shall be the same size and species as specified, planted in the next growing season, with a new warranty commencing on the date of replacement.

1.011 PLANT MAINTENANCE

A. Maintain plant material by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray trees as required to keep them free of insects and disease. Restore or replace damaged tree wrappings. Maintain plant material for the following period:

1. Maintenance Period: 6 months following Substantial Completion.

PART 2 - PRODUCTS

2.01 TREE MATERIAL

A. General: Furnish nursery grown trees conforming to ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well shaped, healthy, vigorous stock, free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement,

B. Grade: Provide trees of sizes and grades conforming to ANSI Z60.1 for type of trees required. Trees of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls.

C. Label each tree with securely attached, waterproof tag bearing legible designation of botanical and common name.

2.02 SHRUBS

A. General: Furnish shrubs of the species and size specified conforming to ANSI Z60.1. Provide healthy, vigorous, well-shaped and well-rooted stock free of disease, insects, eggs, larvae and defects or disfigurement.

1. Field Grown: Provide plants with the proper minimum root ball size for the type specified with the diameter and depth to encompass enough of the fibrous and feeding root system necessary for full establishment of the plant.

2. Container Grown: Plants shall have a well-established root system reaching the side of the container so as to maintain a firm ball when the container is removed, but shall not have excessive root growth encircling the inside of the container.

2.03 PLANTING SOIL

A. Topsoil – as indicated in specification section 310101.

B. Planting Soil (for every 4 CY of topsoil) shall include:

1. Peat Moss: 7-1/2 cu ft bale or 15 bushels (loose measure).

2. Fertilizer: 5 lb.

3. Bonemeal: 80 lb.

2.04 SOIL AMENDMENTS

A. Peat Moss.

B. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.

2.05 FERTILIZER

A. Bonemeal: Commercial, steamed finely ground material containing not less than 1.0 percent nitrogen and 11 percent phosphoric acid.

B. Superphosphate: Commercial, phosphate mixture, soluble; minimum of 20 percent available phosphoric acid.

2.06 MULCH

A. Shredded Wood: Wood fiber produced from either hardwood or softwood trees, free of tannic acid, leaves, young green growth, wood shavings, sawdust or other objectionable foreign material.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 EXCAVATION FOR PLANTS

A. See Landscape Details and Notes on Contract Drawings.

B. Dispose of subsoil removed from landscape excavations. Do not mix with planting soil or use as backfill.

C. Obstructions: Notify the Engineer if unexpected rock or obstructions detrimental to trees are encountered in excavations.

D. Drainage: Notify the Engineer if subsoil conditions evidence unexpected water seepage or retention in tree pits.

3.03 PLANTING

A. Setting Plants:

1. Backfill pits with planting soil and firm to the level upon which plants were previously growing. Set plants plumb. Plant budded or grafted plants 2 inches

below bud or graft line. Complete backfilling with planting soil and settle continually with water.

2. Balled Plants: Set plants in position and backfill 1/3 depth of ball. Remove burlap from top and adjust to eliminate air pockets. Complete backfill and settle with water.

3.04 MULCHING

A. Spread mulch over finished surface of each plant or plant bed in the following amounts:

1. Shredded Wood: 2 inches for shrubs, perennials or ornamental grasses.

2. Shredded Wood: 3 inches for trees.

B. Water plants thoroughly after mulching.

3.05 CLEANUP AND PROTECTION

A. During landscaping, keep pavements clean and work area in an orderly condition.

B. Protect landscaping from damage due to landscape operations, operations by other contractors and trades, and trespassers. Treat, repair, or replace damaged landscape work as directed.

3.06 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

3.07 ESTABLISHMENT OF PLANTING

A. Maintain plantings immediately following planting operations and continue throughout until final acceptance. Establishment of plantings shall consist of keeping plants in healthy, growing conditions by watering, weeding, cultivating, pruning, spraying, tightening of guys, remulching and by any other necessary operations of establishment. Water all plants at least once a week between April 1 and October 31 with approximately 5 gallons per square yard (1 inch layer of water) per watering unless otherwise directed.

3.08 WARRANTY PERIOD

A. Warranty period for plant materials shall be for one (1) year from final acceptance.

END OF SECTION 329300

SECTION 333104

PLASTIC DRAINAGE PIPE (SANITARY)

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork: Section 310000.

B. Manholes: Section 333913.

1.02 SUBMITTALS

A. Product Data: Manufacturer's specifications with all pertinent information regarding dimensions, fittings and installation instructions.

PART 2 PRODUCTS

2.01 GENERAL

A. Each length of pipe and each fitting shall be marked in accordance with the applicable ASTM Designation.

2.02 SANITARY SEWER PIPE AND FITTINGS

A. PVC Sewer Pipe and Fittings; (6 inches Diameter and Larger): SDR 35 and ASTM D 3034.

B. PVC Pressure rated Sewer Pipe and Fittings: SDR 21 and ASTM 1784.

C. PVC Socket Type, Schedule 40: ASTM D 2466.

D. Plastic Pipe (6" Diameter, Solid) for Cleanout pipes, etc: PVC meeting ASTM D 2729 or SR (Styrene Rubber) meeting ASTM D 2852.

E. PVC pipe, SDR-PR; (Standard Dimension Ratio-Pressure Rated): ASTM D 2241.

F. Pipe shall be of the size, schedule, SDR, and pressure rating shown on the drawings.

2.03 SOLVENT CEMENTS

A. Solvent cement used for joining plastic pipe and fittings shall meet the following designations for the various types of plastic pipe listed.
   1. PVC: ASTM D 2564.

3. SR: ASTM D 3122.

PART 3 EXECUTION

3.01 INSPECTION

A. Inspect all pipe and fittings before installation. Remove defective pipe and fittings from the site.

B. Do not backfill before installation is inspected by the Director's Representative.

3.02 GENERAL

A. Install pipe in accordance with the manufacturer's recommendations and as specified in ASTM D 2321.

B. Join PVC pipe with solvent cemented joints as recommended by ASTM D 2855.

3.03 INSTALLATION

A. Laying Pipe: Lay pipe to indicated line and grade with a firm uniform bearing for the entire length of the pipe. Excavate sufficient clearance at each bell or coupling to allow uniform bearing along the pipe barrel. Fill excess excavation with suitable material and tamp.

B. Joints:
1. Wipe inside of sockets and outside of pipe to be jointed, clean and dry.
2. Install rubber gaskets in accordance with the manufacturer's specifications.

C. Connections:
1. Make connections to existing manholes by cutting into the floor or bench of the manhole and forming a new channel.
2. If the pipe, manholes or other structures with which connection is to be made has not yet been installed, install the pipe to a point directed by the Director's Representative and plug or cap the end in a satisfactory manner.

F. Cleanouts:
1. Construct cleanouts at the locations shown and as detailed on the drawings.
2. Use PVC wyes, bends and pipe as indicated.
3. Extend cleanout piping to grade and terminate with deck plug installed in accordance with manufacturer's instructions.
4. Install deck plug flush with grade with grade and encase with 2500 psi - concrete pad as shown.
5. At time concrete is placed, reinforcement shall be free of mud, oil, loose rust, loose mill scale, and other materials or coatings that may adversely affect or reduce the bond.

3.04 LEAKAGE TESTS

A. Prior to backfilling and laying additional pipe, test the first 100 feet of sewer construction for leakage.
   1. Fill the sewer with water and maintain a head two feet above the highest section of Work being tested. Measure the quantity of leakage. When the sewer being tested is constructed in water bearing soil, the leakage test may, at the discretion of the Owner's Representative, be made by measuring the quantity of infiltration into the sewer. The allowable leakage or infiltration shall not exceed 10 gallons per 24 hours per inch pipe diameter per 1000 feet of sewer being tested.
   2. If air testing is used, conform to the procedure described in ASTM F1417.

B. Additional leakage tests and a final test shall be performed as directed.

END OF SECTION

SECTION 333913

MANHOLES AND DRAINAGE STRUCTURES WITH FRAMES AND COVERS

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork: Section 310000.

B. Plastic Drainage Pipe Sanitary: Section 333104.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

A. Obtain necessary permits from local Authorities. Ascertain and comply with local requirements for materials, construction, and restoration of pavement.

1.03 SUBMITTALS

A. Shop Drawings: Show fabrication details and connections to adjacent Work.

B. Product Data: Manufacturer's catalog cuts, specifications, and installation instructions.

PART 2 PRODUCTS

2.01 MATERIALS

A. Precast Reinforced Concrete Manholes:
   1. Riser Sections: ASTM C 478.
   2. Joints Between Riser Sections-One of the following:
      a. Rubber Gaskets: ASTM C 443.
      b. Butyl Joint Sealant: ConSeal CS-202 by Concrete Sealants, Inc., 8917 S. Palmer Rd., P. O. Box 176, New Carlisle, OH 45344, (513) 845-8776.
   3. Concrete for Precast Units: Air content 6 percent by volume with an allowable tolerance of plus or minus 1.5 percent. Minimum compressive strength of 4,000 psi after 28 days.
   4. Load Rating: AASHTO HS-20 with 30% impact and 130 lb/cf equivalent soil pressure.

B. Precast Reinforced Square and Rectangular Concrete Structures:
   1. Riser Sections: ASTM C890.
   2. Keyed Joints:
      a. Joint Sealant - Select One:
         1) Mortar
         2) Rubber Gasket
         3) Butyl Joint Sealant

3. Load Rating: AASHTO HS-20 with 30% impact and 130 lb/cf equivalent soil pressure.
4. Concrete for Precast Units: Air content 6 percent by volume with an allowable tolerance of plus or minus 1.5 percent. Minimum compressive strength of 4,000 psi after 28 days.

C. Frames, Covers and Grates for Manholes and Catch Basins:
1. Design of each shall be the same throughout the project unless otherwise specified or indicated on the drawings.
2. Units shall meet AASHTO H20 wheel loading requirements. Manufacture, workmanship and certified proof-load tests shall conform to AASHTO M306-89-Standard Specification for Drainage Structure Castings.
3. Material:
   a. Cast iron: ASTM A48, Class 30B or 35B.
   b. Delivered to Site free of any coatings, unless otherwise specified.
4. Frames:
   a. Round with a 30-inch clear opening.
5. Covers:
   a. Round.
   b. Solid lid, top surface checkered and provided with suitable concealed lifting notches, and lettering cast into cover to indicate type of structure.

E. Drop Inlet Frames and Grates:
1. Designed to meet AASHTO H20 wheel loading requirements. Manufacture, workmanship and certified proof-load tests shall conform to AASHTO M306-89-Standard Specification for Drainage Structure Castings.
2. Material:
   a. Cast iron: ASTM A 48, Class 30B or 35B.
   b. Delivered to Site free of any coatings, unless otherwise specified.
3. Frames: Slab type, 24-inch square clear opening.
4. Grates:
   a. Bicycle safe.
5. Acceptable Drop Inlet Frames and Grates: Pattern R-3562 by Neenah Foundry Company, P. O. Box 729, Neenah, WI 54957, (414) 729-3661; Pattern 1396440 frame with Pattern 1396040 grate by East Jordan Iron Works, P.O. Box 190, South Bay Rd., Cicero, NY 13039, (315) 699-2601. Corporate Headquarters, 301 Spring Street, East Jordan, MI 49727, (800) 874-4100.

F. Pipe-to-Manhole/Drainage Structure Connections-One of the following:
1. A-Lok Flexible Connector by A-Lok Products, Inc., 697 Main St., Tullytown, PA 19007, (215) 547-3366.
2. Lockjoint Flexible Connector by Chardon Rubber Company, 373 Washington St., Chardon, OH 44024, (216) 285-2161.
3. Kor-N-Seal Flexible Connector by NPC, Inc., 250 Elm St., Milford, NH 03055, (601) 673-8680.

4. Link-Seal Flexible Connector by Thunderline Link-Seal, Inc., 6525 Goforth St., Houston, TX 77021, (713) 747-8819.

G. Mortar: ASTM C 270, Type M.

PART 3 EXECUTION

3.01 PREPARATION

A. Sewer Lateral Openings in Precast and Cast-in-Place Concrete Risers: Provide openings and install pipe connectors in strict accordance with the recommendation of the connector manufacturer.

3.02 INSTALLATION

A. Construct concrete structures with precast reinforced riser sections to the dimensions shown. Seal joints between precast riser sections with material specified.
   1. Wall thickness for circular structures 12 feet deep or less: 5 inches.
   2. Wall thickness for circular structures greater than 12 feet deep: 6 inches.

B. Position tops of structures flush with finished grade.

C. Form inverts in manholes on straight runs by the use of channel pipe. Form inverts in manholes at changes in direction or grade by making curved channels of concrete. Channels shall have a smooth surface free from irregularities.

D. Cut laterals which will enter above the invert to correct length before installation. Do not cut after installation. Construct drops as shown.

E. Install glass-fiber reinforced polyester manholes as detailed on the Drawing and in accordance with the manufacturer's printed installation procedures.

F. Construct drop inlets of concrete or precast units.

END OF SECTION

SPECIAL IMPROVEMENT AREA CURRY RD SEWER IMPROVEMENT PROJECT

ROTTERDAM, SCHENECTADY COUNTY, NY

10/19/2023

RECORD OWNER:

TOWN OF ROTTERDAM
1100 SUNRISE BLVD
ROTTERDAM, NEW YORK 12306

SITE CIVIL ENGINEER AND LANDSCAPE ENGINEER:

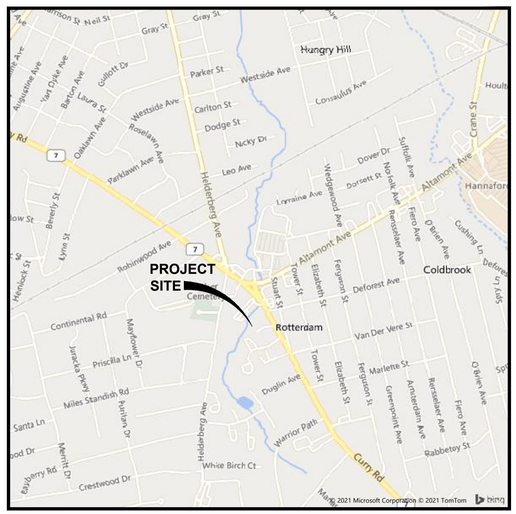
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LOCATION MAP
SCALE: 1"=1,000'

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GEOLOGICAL: 018750

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TOWN OF ROTTERDAM
1100 SUNRISE BLVD

TOWN OF ROTTERDAM 1820

SPECIAL IMPROVEMENT AREA CURRY RD SEWER IMPROVEMENT PROJECT
ROTTERDAM, SCHENECTADY COUNTY, NY

NO:	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER: 32018.01
DRAWN BY:
REVIEWED BY:
ISSUED FOR: BID DOCUMENTS
DATE: 10/19/2023
DRAWING NAME:

COVER SHEET

DRAWING NUMBER:

G001

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DEMOLITION NOTES:

1. REFER TO REQUIREMENTS OUTLINED IN THE SITE PLAN & NOTES PRIOR TO COMMENCEMENT OF WORK.
2. PROVIDE, ERECT, AND MAINTAIN TEMPORARY BARRIERS AND SECURITY DEVICES.
3. MAINTAIN EXISTING UTILITIES TO REMAIN IN SERVICE AND PROTECT THEM AGAINST DAMAGE DURING SELECTIVE DEMOLITION OPERATIONS. DO NOT INTERRUPT EXISTING UTILITIES SERVING OPERATING FACILITIES, EXCEPT WHEN AUTHORIZED IN WRITING BY TOWN AND AUTHORITIES HAVING JURISDICTION.
4. NOTIFY ADJACENT OWNERS OF WORK THAT MAY AFFECT THEIR PROPERTY, POTENTIAL NOISE, UTILITY OUTAGE, OR DISRUPTION. COORDINATE WITH OWNER.
5. PREVENT MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES. PROVIDE BRACING AND SHORING.
6. PROVIDE SUBSURFACE UTILITY MARKOUT TO LOCATE AND IDENTIFY ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA. DISCONNECT AND SEAL OR CAP OFF UTILITY SERVICES THAT WILL BE AFFECTED BY THIS PROJECT. NOTIFY AFFECTED UTILITY COMPANIES BEFORE STARTING WORK AND COMPLY WITH THEIR REQUIREMENTS. VERIFY THAT UTILITIES HAVE BEEN DISCONNECTED AND CAPPED.
7. DEMOLISH AND REMOVE COMPONENTS IN AN ORDERLY AND CAREFUL MANNER.
8. PROTECT EXISTING FEATURES THAT ARE NOT TO BE DEMOLISHED.
9. CONDUCT OPERATIONS WITH MINIMUM INTERFERENCE TO PUBLIC OR PRIVATE ACCESSES.
10. MAINTAIN EGRESS AND ACCESS AT ALL TIMES. DO NOT CLOSE OR OBSTRUCT ROADWAYS, OR SIDEWALKS WITHOUT PERMITS. COORDINATE W/ AUTHORITY HAVING JURISDICTION.
11. CEASE OPERATIONS IMMEDIATELY IF ADJACENT STRUCTURES APPEAR TO BE IN DANGER. NOTIFY AUTHORITY HAVING JURISDICTION.
12. ROUGH GRADE AND COMPACT AREAS AFFECTED BY DEMOLITION TO MAINTAIN SITE GRADES AND CONTOURS.
13. FIELD VERIFY EXISTING CONDITIONS AND CORRELATE WITH REQUIREMENTS INDICATED ON DEMOLITION PLAN TO DETERMINE EXTENT OF SELECTIVE DEMOLITION REQUIRED.
14. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH SELECTIVE DEMOLITION OPERATIONS.
15. CONDUCT DEMOLITION OPERATIONS TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN. ENSURE SAFE PASSAGE OF PEOPLE AROUND SELECTIVE DEMOLITION AREA.
16. USE WATER MIST, TEMPORARY ENCLOSURES AND OTHER SUITABLE METHODS TO LIMIT THE SPREAD OF DUST AND DIRT. COMPLY WITH GOVERNING ENVIRONMENTAL PROTECTION REGULATIONS. DO NOT USE WATER WHEN IT MAY DAMAGE EXISTING CONSTRUCTION, SUCH AS CAUSING ICING, FLOODING, AND TRANSPORTING POLLUTANTS.
17. REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
18. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY SELECTIVE DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE START OF SELECTIVE DEMOLITION.
19. PROMPTLY DISPOSE OF DEMOLISHED MATERIALS. ALL DEBRIS RESULTING FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF OFF-SITE AT A FACILITY APPROVED TO RECEIVE THE DEBRIS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE. DO NOT BURN DEMOLISHED MATERIALS ON-SITE.

SITE PLAN NOTES:

GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AND UNDER THE SUPERVISION OF A NEW YORK STATE LICENSED LAND SURVEYOR.
2. ALL PAVEMENT RESTORATION SHALL MEET AND MATCH EXISTING GRADES.
3. ALL SAWCUT LINES SHALL BE PARALLEL AND CURVILINEAR TO EXISTING OR PROPOSED CURBING AND SHALL BE A CONSTANT DISTANCE OF 18" MIN AWAY.
4. NOTIFY ENGINEER 48 HOURS PRIOR TO INITIALIZATION OF ANY WORK ON SITE.
5. THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT PRIOR REVIEW FROM THE ENGINEER.
6. CONTRACTOR IS RESPONSIBLE FOR EMPLOYING AND MAINTAINING ALL TRAFFIC CONTROL AND SAFETY MEASURES DURING CONSTRUCTION.
7. CONTRACTOR IS RESPONSIBLE FOR PROPERLY & SAFELY MAINTAINING AREA BETWEEN ALL ADJOINING PROPERTIES.
8. NO WORK, STORAGE OR TRESPASS SHALL BE PERMITTED BEYOND THE SITE PROPERTY LINES OR PUBLIC RIGHT-OF-WAY.
9. ALL EXISTING LAWN AREA, CURBING, PAVING, SIDEWALKS, CULVERTS OR OTHER PUBLIC OR PRIVATE PROPERTY DAMAGED BY TRENCHING OR EXCAVATION OPERATIONS SHALL BE REPLACED OR REPAIRED TO A CONDITION EQUAL TO EXISTING, AS DESCRIBED IN CONTRACT DOCUMENTS OR AS ORDERED BY ENGINEER (AOBE). MAILBOXES, SIGN POSTS, ETC SHALL BE PROTECTED OR REMOVED AND REPLACED EXACTLY AS THEY WERE BEFORE BEING DISTURBED. REMOVE AND REPLACE AFFECTED CURBING AND SIDEWALK TO NEAREST JOINT. REMOVE PAVEMENT AND REPLACE TO SAW CUT LINE, SAW CUT IN STRAIGHT LINE TO POINT NEEDED TO BLEND GRADE, REMOVE LAWN AND REPLACE TO MINIMUM LIMIT OF EXCAVATION.
10. IF PREVIOUSLY UNKNOWN CULTURAL, ARCHEOLOGICAL, OR HISTORIC REMAINS OR ARTIFACTS ARE DISCOVERED IN THE COURSE OF CONSTRUCTION OF THIS PROJECT, THE PROJECT SPONSORS SHALL SUSPEND CONSTRUCTION OPERATIONS IN THE PERTINENT AREA AND SHALL NOTIFY THE PROJECT ENGINEER. CONSTRUCTION IN THAT AREA SHALL RESUME ONLY AFTER COMPLETION OF FEDERAL, TRIBAL, AND STATE COORDINATION TO DETERMINE WHETHER PROTECTION OR RECOVERY OF THE REMAINS IS WARRANTED, OR WHETHER THE SITE IS ELIGIBLE FOR LISTING IN THE NATIONAL REGISTER OF HISTORIC PLACES.
11. THE CONTRACTOR SHALL COORDINATE WITH OWNER FOR DESIGNATED STAGING AND STORAGE AREAS.

LAYOUT NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL FIELD LAYOUT. THE CONTRACTOR SHALL TAKE TIES TO ALL UTILITY CONNECTIONS AND PROVIDE MARKED-UP ELECTRONIC AS BUILT PLANS FOR ALL UTILITIES SHOWING TIES TO CONNECTIONS, BENDS, VALVES, LENGTHS OF LINES AND INVERTS. AS-BUILT PLANS SHALL BE REVIEWED BY THE TOWN AND THE ENGINEER AND THE CONTRACTOR SHALL PROVIDE ANY CORRECTION OR ADDITIONS TO THE SATISFACTION OF THE TOWN AND THE ENGINEER BEFORE UTILITIES WILL BE ACCEPTED.

PAVING NOTES:

1. NO VEHICULAR TRAFFIC OF ANY SORT SHALL BE PERMITTED ON THE SURFACE OF SUBBASE COURSE MATERIAL ONCE IT HAS BEEN FINE GRADED, COMPACTED, AND IS READY FOR PAVING. SUBBASE MATERIAL SO PREPARED FOR PAVING SHALL BE PAVED WITHIN THREE DAYS OF PREPARATION.
2. SUBBASE MATERIAL AND THE VARIOUS ASPHALT CONCRETE MATERIALS CALLED FOR IN THESE DRAWINGS SHALL CONFORM WITH THE REFERENCED SECTION OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED MAY 1, 2021. CONSTRUCTION SHALL BE AS FURTHER SET FORTH IN THOSE SPECIFICATIONS AND AS OTHERWISE PROVIDED FOR IN THESE DRAWINGS.
3. PLACE ASPHALT CONCRETE MIXTURE ON PREPARED SURFACE, SPREAD AND STRIKE-OFF USING A SELF-PROPELLED PAVING MACHINE, WITH VIBRATING SCREED. PLACEMENT IN INACCESSIBLE AND SMALL AREAS MAY BE BY HAND.
4. PROVIDE JOINTS BETWEEN OLD AND NEW PAVEMENTS OR BETWEEN SUCCESSIVE DAY'S WORK.
5. TACK COAT WHEN SPECIFIED OR CALLED OUT ON THE DRAWINGS OR REQUIRED BY THE REFERENCED SPECIFICATION SHALL CONFORM WITH THE FOLLOWING:
   A. TACK COAT SHALL MEET THE MATERIAL REQUIREMENTS OF 702-90 ASPHALT EMULSION FOR TACK COAT OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED MAY 1, 2021, SHALL BE APPLIED IN ACCORDANCE WITH SECTION 407 - TACK COAT SHALL BE IN ACCORDANCE WITH THOSE SPECIFICATIONS AND AS OTHERWISE PROVIDED FOR IN THESE DRAWINGS.
   B. REMOVE LOOSE AND FOREIGN MATERIAL FROM ASPHALT SURFACE BEFORE PAVING NEXT COURSE. USE POWER BROOMS, BLOWERS OR HAND BROOM.
   C. APPLY TACK COAT TO ASPHALT PAVEMENT SURFACES & AND SURFACES OF CURBS, GUTTERS, MANHOLES, AND OTHER STRUCTURES PROJECTING INTO OR ABUTTING PAVEMENT. DRY TO A "TACKY" CONSISTENCY BEFORE PAVING.
   D. TACK COAT ENTIRE VERTICAL SURFACE OF ABUTTING EXISTING PAVEMENT.
6. AFTER COMPLETION OF PAVING AND SURFACING OPERATIONS, CLEAN SURFACES OF EXCESS OR SPILLED ASPHALT, GRAVEL OR STONE MATERIALS TO THE SATISFACTION OF THE ENGINEER.

GRADING NOTES:

1. PRIOR TO SITE DISTURBANCE, CONTRACTOR TO INSTALL EROSION & SEDIMENT CONTROL MEASURES.
2. IF A BOULDER IS IN ENCOUNTERED DURING CONSTRUCTION THAT WILL REQUIRE EXCAVTION OUTSIDE THE ALLOWED AREA OF THE CONTRACT, THE CONTRACTOR SHALL REPORT THIS TO THE ENGINEER ON RECORD. THE ENGINEER ON RECORD SHALL THEN CONTACT THE NECESSARY PERSONS ASSOCIATED WITH THE PROJECT AND REPORT BACK TO THE CONTRACTOR WITHIN A 72-HOUR PERIOD WITH APPROPRIATE INSTRUCTIONS ON HOW TO PROCEED. IF MORE THAN 72 HOURS IS REQUIRED THE CONTRACTOR SHALL BE MADE AWARE.
3. STRIP ALL TOPSOIL PRIOR TO COMMENCING EARTHWORK OPERATIONS. TOPSOIL MAY BE STORED AND REUSED IN LAWN AND PLANTING AREAS ONLY, PROVIDED THAT THE CONTRACTOR DEMONSTRATES THAT THE EXISTING MATERIAL MEETS THE SPECIFICATION REQUIREMENTS FOR NEW TOPSOIL. TOPSOIL AND SEED ALL AREAS DISTURBED BY CONSTRUCTION THAT ARE TO REMAIN GREEN.
4. BOX ALL TREES AND HOUSE ALL SHRUBS AND HEDGES BEFORE PLACING EARTH AGAINST OR NEAR THEM. ORNAMENTAL TREES, SHRUBS AND HEDGES WHICH MUST BE REMOVED DURING CONSTRUCTION SHALL BE HEALED IN AND RE-PLANTED IN AS GOOD A CONDITION AS THEY WERE BEFORE THEIR REMOVAL. ANY DAMAGED TREES, SHRUBS, AND/OR HEDGES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL EARTHWORK SHALL BE SMOOTHLY AND EVENLY BLENDED INTO EXISTING CONDITIONS. NO WORK, STORAGE OR TRESPASS SHALL BE PERMITTED BEYOND THE BOUNDARIES OF ANY EASEMENT OR PROPERTY LINE.
6. REMOVE ALL VEGETATION, TREES, STUMPS, GRASSES, ORGANIC SOILS, DEBRIS AND DELETERIOUS MATERIALS WITHIN THE AREAS SLATED FOR CONSTRUCTION.

UTILITY PLAN NOTES:

GENERAL CONSTRUCTION NOTES:

1. ALL UNDERGROUND UTILITIES ARE SHOWN IN THEIR RELATIVE POSITION AND ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR TO VERIFY THEIR ACTUAL LOCATION IN THE FIELD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
2. ANY CONDITION ENCOUNTERED IN THE FIELD DIFFERING FROM THOSE SHOWN HEREON, SHALL BE REPORTED TO THE DESIGN ENGINEER BEFORE CONSTRUCTION IS TO PROCEED
3. SEWER MAINS IN RELATION TO WATER MAINS: WHERE POSSIBLE, SEWERS SHALL BE LAID AT LEAST 10 (TEN) FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAIN. VERTICAL SEPARATION SHALL BE MAINTAINED TO PROVIDE 18 (EIGHTEEN) INCHES BETWEEN TOP OF SEWER AND BOTTOM OF THE WATER MAIN AT UTILITY CROSSINGS. WHEN NOT POSSIBLE TO OBTAIN THE PROPER VERTICAL SEPARATION, SEWER PIPE SHALL BE PRESSURE RATED AND TESTED @ 150psi, 10 (TEN) FEET ON EACH SIDE OF THE WATER MAIN BEING CROSSED.
4. ALL GRAVITY SANITARY SEWER SHALL BE SDR 35 PVC UNLESS OTHERWISE SPECIFIED.
5. CONTRACTOR TO VERIFY STATUS OF ALL UTILITY SERVICES PRIOR TO INTERRUPTION.
6. EXPLORATORY EXCAVATIONS SHALL BE PERFORMED BY THE CONTRACTOR AT ALL UTILITY CONNECTION LOCATIONS AND AS NEEDED TO VERIFY EXISTING CONDITIONS PRIOR TO PERFORMING WORK.
7. BEFORE CONSTRUCTING LINES TO CONNECT TO EXISTING UTILITIES, VERIFY EXISTING UTILITY INVERTS AND NOTIFY THE ENGINEER IF ANY VARIATION FROM THE PLAN IS REQUIRED.
8. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES IN SERVICE FOR THE DURATION OF THE WORK.
9. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIRED PERMITS AND ASSOCIATED CONDITIONS.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING UTILITY TRENCHES AND EXCAVATIONS AND FOR THE MAINTENANCE OF SURFACE DRAINAGE DURING THE COURSE OF THE WORK. CONTRACTOR SHALL PROVIDE A DEWATERING PLAN FOR REVIEW AND APPROVAL BY THE ENGINEER WHICH IDENTIFIES THE CONTRACTOR'S EQUIPMENT, PLACEMENT LOCATIONS AND DISCHARGE LOCATIONS. (DELEGATED DESIGN).
11. CONTRACTOR DELEGATED DESIGN SHALL ENSURE THAT ALL TRENCHING WORK BEGUN DURING THE DAY IS PERMANENTLY FILLED OR TEMPORARILY COVERED AT THE END OF EACH WORK DAY
12. CONTRACTOR SHALL MAINTAIN FLOWS AROUND CONSTRUCTION AREA FOR THE DURATION OF WORK. SUBMIT BYPASSING PLAN TO ENGINEER FOR REVIEW PRIOR TO STARTING WORK. SUBMISSION DOES NOT RELIEVE CONTRACTOR FROM OBLIGATION TO MAINTAIN FLOWS FOR THE DURATION OF THE CONTRACT. (DELEGATED DESIGN)
13. CONTRACTOR TO RE-CONNECT ALL EXISTING LATERALS TO PROPOSED SANITARY SEWER (AS PER DETAIL 3/C570)

COMPACTION REQUIREMENTS

LOCATION	COMPACTION	TESTING FREQUENCY
PIPE TRENCH BACKFILL (IN PAVED AREAS)	95% ASTM D1557	1 SERIES OF TESTS FOR EACH 150 FT OR LESS OF TRENCH LENGTH. SERIES INCLUDE 3 COMPACTION TESTS SPREAD EVENLY ALONG TRENCH PROFILE.
PIPE TRENCH BACKFILL (IN UNPAVED AREAS)	90% ASTM D1557	1 SERIES OF TESTS FOR EACH 150 LF OR LESS OF TRENCH LENGTH. SERIES INCLUDE 3 COMPACTION TESTS SPREAD EVENLY ALONG TRENCH PROFILE.
PIPE BEDDING AND PIPE ZONE BACKFILL	95% ASTM D1557	1 TEST FOR EACH 150 FT OR LESS OF TRENCH LENGTH.
PAVEMENT SUBBASE AND LAST LIFT OF SELECT GRANULAR FILL (FILL BETWEEN SHEET PILES)	95% ASTM D1557	1 TEST FOR EVERY 2,000 SQ FT, OF LIFT AREA BUT NO FEWER THAN TWO TESTS PER LIFT

LEGEND:

LAYOUT:

- LOT LINE
- EASEMENT LINE
- PAVED ROAD / DRIVEWAY / PARKING AREA
- WORKLIMITS
- CHAIN LINK FENCE
- PAVEMENT MARKING

UTILITIES:

- S — SANITARY SEWER LINE

GRADING & EROSION CONTROL:

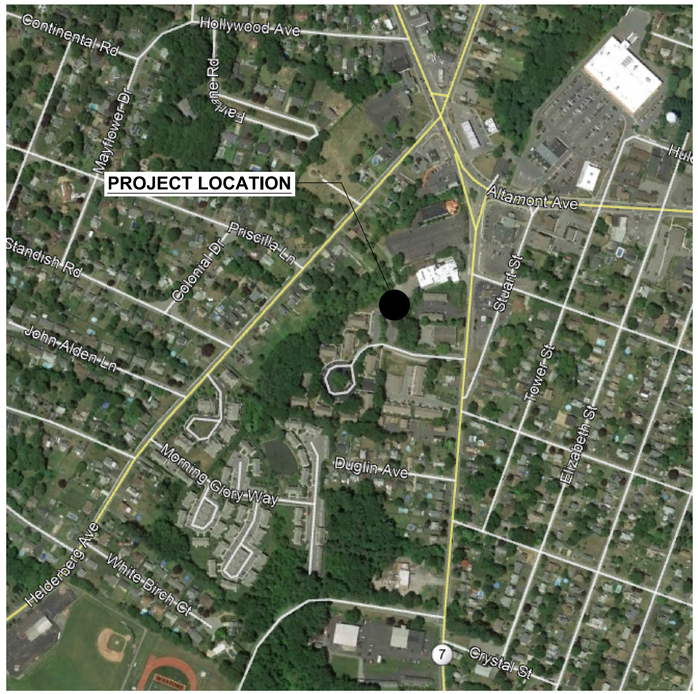
- 500 — 5 FT CONTOUR
- 448 — 1 FT CONTOUR
- 501.25 X — SPOT ELEVATIONS
- SILT FENCE / FIBER LOG
- TREE PROTECTION
- CATCH BASIN SILT SAC DROP INLET PROTECTION

DEMO:

- EXISTING TREE TO BE REMOVED
- EXISTING SITE FEATURE TO BE REMOVED
- EXISTING PAVEMENT TO BE REMOVED
- **EXISTING CONCRETE / BRICK SIDEWALK TO BE REMOVED**
- EXISTING SITE FEATURE TO BE REMOVED

SYMBOLS:

- SIGN
- SIGN
- BOLLARD
- LIGHTED BOLLARD
- CATCH BASIN
- SANITARY MANHOLE
- WATER VALVE
- HYDRANT
- LIGHT POLE
- MONUMENT
- TELEPHONE PEDESTAL
- ELECTRIC TRANSFORMER



KEY PLAN

SCALE: NOT TO SCALE

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STATE OF NEW YORK — JOHN MARTIN CLARK — LICENSED PROFESSIONAL ENGINEER — 070126

CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 018281
LAND SURVEYING: 017976
GEOLOGICAL: 018750

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TOWN OF ROTTERDAM
1100 SUNRISE BLVD

TOWN OF ROTTERDAM 1820

SPECIAL IMPROVEMENT AREA
CURRY RD SEWER
IMPROVEMENT PROJECT
ROTTERDAM, SCHENECTADY COUNTY, NY

NO:	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER: 32018.01
DRAWN BY:
REVIEWED BY:
ISSUED FOR: BID DOCUMENTS
DATE: 10/19/2023
DRAWING NAME:

GENERAL NOTES

DRAWING NUMBER:

G002

October 25, 2023

\\cash-lab\Labpw\Dataset\Projects\32000-32099\32018.001 T. Rotterdam\32018.01 T. Rotterdam - Maps, Plan and Report for Special Improvement Area Heritage Consolidated\DWG
VERSION 23.1
10/17/2023 2:47 PM

MAP REFERENCE:

MAP ENTITLED "PROPOSED SUBDIVISION OF LANDS OF ALBERT DI BELLA", PREPARED BY THE ENVIRONMENTAL DESIGN PARTNERSHIP, DATED FEBRUARY 26, 1987, LAST REVISED MARCH 10, 1987, FILED IN THE SCHENECTADY COUNTY CLERK'S OFFICE.

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MAP ENTITLED "MAP SHOWING SUBDIVISION LANDS N/F OF BIGSBEE ENTERPRISES, INC. L.1849, P.893", PREPARED BY ABD ENGINEERS, LLP, DATED SEPTEMBER 21, 2018, LAST REVISED 5/7/2019, FIELD IN THE SCHENECTADY COUNTY CLERK'S OFFICE.

MAP ENTITLED "LOT LINE AMENDMENT BETWEEN TAX LOTS 59.09-6-18.1, 9, 10 AND 11", PREPARED BY ABD ENGINEERS, LLP, DATED APRIL 26, 2021.

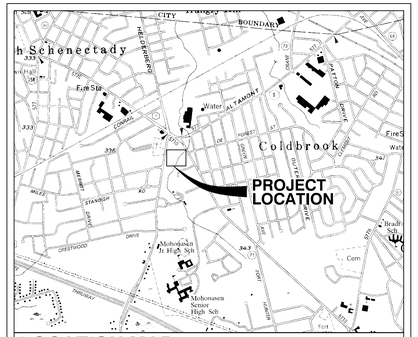
FLOOD ZONE CLASSIFICATION:

LANDS ARE SHOWN TO LIE WITHIN ZONE X (NOT PRINTED) AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR THE TOWN OF ROTTERDAM, ALBANY COUNTY, NEW YORK IDENTIFIED AS COMMUNITY MAP NUMBER 36093C0164D BEARING AN EFFECTIVE DATE OF JANUARY 8, 2014

THIS INTERPRETATION OF THE BASE FLOOD ELEVATION SHOULD NOT BE RELIED UPON FOR DESIGN PURPOSES WITHOUT OBTAINING CONFIRMATION FROM THE LOCAL FLOOD ADMINISTRATOR AND/OR FEMA AS TO AGREEMENT OF THIS INTERPRETATION OF THE SPECIAL FLOOD HAZARD AREA.

SURVEY UPDATE 05/04/2023

THE EIGHT SEWER MANHOLES BEHIND THE FORMER MILLOZIS BANQUET HALL WERE THE ONLY STRUCTURES INVESTIGATED ON 05/04/2023



LOCATION MAP

SOURCE: U.S.G.S. SCHENECTADY QUAD

SCALE: 1"=2000'

NYS PLANE NAD83 EAST

Lands Now or Formerly of
Bigsbee Village
59.09-6-18.21
Liber 1173 Page 346

SANITARY SEWER EASEMENT NO. 1
BOARD OF MANAGERS OF
BIGSBEE VILLAGE CONDOMINIUM TO
THE TOWN OF ROTTERDAM
LIBER 2107 PAGE 806

Lands Now or Formerly of
Cassandra Maura
59.09-6-7
Liber 1877 Page 564

Lands Now or Formerly of
Jason m. Slagan
59.09-6-8
Liber 1737 Page 336

Lands Now or Formerly of
John A. Mallozzi, Robert Mallozzi &
Christine Chiaravalle
59.09-6-9
Liber 1629 Page 809

Lands Now or Formerly of
John A. Mallozzi
59.09-6-10 Liber 1684 Page 777

Lands Now or Formerly of
Joseph Mallozi & Elena Mallozzi
59.09-6-11 Liber 1549 Page 950

Lands Now or Formerly of
JRC OF ROTTERDAM, LLC
59.09-6-18.3
Liber 2020 Page 320

Lands Now or Formerly of
Currybrook Associates, LLC
59.09-6-20
Liber 1849 Page 914

SANITARY SEWER EASEMENT
JOSEPH MALLOZZI & ELENA MALLOZZI TO
TRADITIONAL BUILDERS, LTD.
LIBER 1207 PAGE 0001

MATCHLINE SV1
MATCHLINE SV2

FORMERLY "MALLOZZI'S BANQUET & BALLROOM"

GENERAL NOTES:

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SUBSURFACE STRUCTURES NOT VISIBLE OR READILY APPARENT ARE NOT SHOWN AND THEIR LOCATION AND EXTENT ARE NOT CERTIFIED.

THE CONTRACTOR SHALL COMPLY WITH NEW YORK STATE INDUSTRIAL CODE RULE 53 – 48 HOURS PRIOR TO DIGGING CALL U.F.P.O. 1-800-962-7962 TO HAVE PUBLIC UTILITY LOCATIONS PAINTED.

HORIZONTAL DATUM AND NORTH ORIENTATION ARE BASED ON THE NYS PLANE COORDINATE SYSTEM (EAST ZONE). VERTICAL DATUM IS BASED ON GPS OBSERVATIONS ON THE NYSDOT RTN NETWORK, NAVD88, GEOID 12B. HORIZONTAL AND VERTICAL DATUMS WERE DETERMINED BY GPS OBSERVATION AT THE TIME OF FIELD SURVEY. (JANUARY 2021).

UNDERGROUND UTILITIES SHOWN HEREON ARE THE RESULT OF UNDERGROUND UTILITY DESIGNATION COMPLETED BY THE CHAZEN COMPANIES ON JANUARY 20, 2021 AND FROM DATA OBTAINED FROM RECORD MAPS AND DRAWINGS. CHAZEN'S UTILITY DESIGNATION WAS COMPLETED IN ACCORDANCE WITH THE STANDARD PROCEDURES SET FORTH IN ASCE 38-02. ALL ABOVE GROUND STRUCTURES, SURFACE FEATURES AND THE LOCATION OF MARK OUT ARE THE RESULT OF AN INSTRUMENT SURVEY COMPLETED BY CHAZEN UNLESS OTHERWISE NOTED. THERE MAY BE OTHER UNDERGROUND UTILITIES, THE EXISTENCE OF WHICH ARE NOT KNOWN OR CERTIFIED BY THE UNDERSIGNED. THE SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE VERIFIED BY THE APPROPRIATE AUTHORITIES AND DIG SAFELY NEW YORK MUST BE NOTIFIED PRIOR TO CONDUCTING TEST BORINGS, EXCAVATION OR CONSTRUCTION.

THE CHAZEN COMPANIES DID NOT PERFORM FULL BOUNDARY SURVEYS FOR PARCELS 59.09-6-18.21 OR 59.09-6-18.3.

STATE OF NEW YORK
DAMION LOZIER
051001
LICENSED LAND SURVEYOR

Damion M. Lozier, L.S. NYS #051001
EXP: 08/31/2025

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEY MAP IS BASED ON AN ACTUAL FIELD SURVEY COMPLETED ON 09/22/2023 AND THAT THIS SURVEY MAP WAS MADE BY ME OR UNDER MY DIRECTION, AND CONFORMS WITH THE MINIMUM STANDARD OF PRACTICE ADOPTED BY THE NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS.

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TOWN OF ROTTERDAM

1938 CURRY ROAD, ROTTERDAM, NEW YORK

09/07/23	EXPANDED VIEW PORT
05/17/23	UPDATE

PROJECT NUMBER: CZ32018.01

DRAWN BY: DML

REVIEWED BY: BGW

ISSUED FOR:

DATE: 10/05/2023

DRAWING NAME:

EXISTING CONDITIONS

20 0 20

SCALE IN FEET
1"=20'

DRAWING NUMBER:

V101

NTS PLANE BEARINGS BASIS

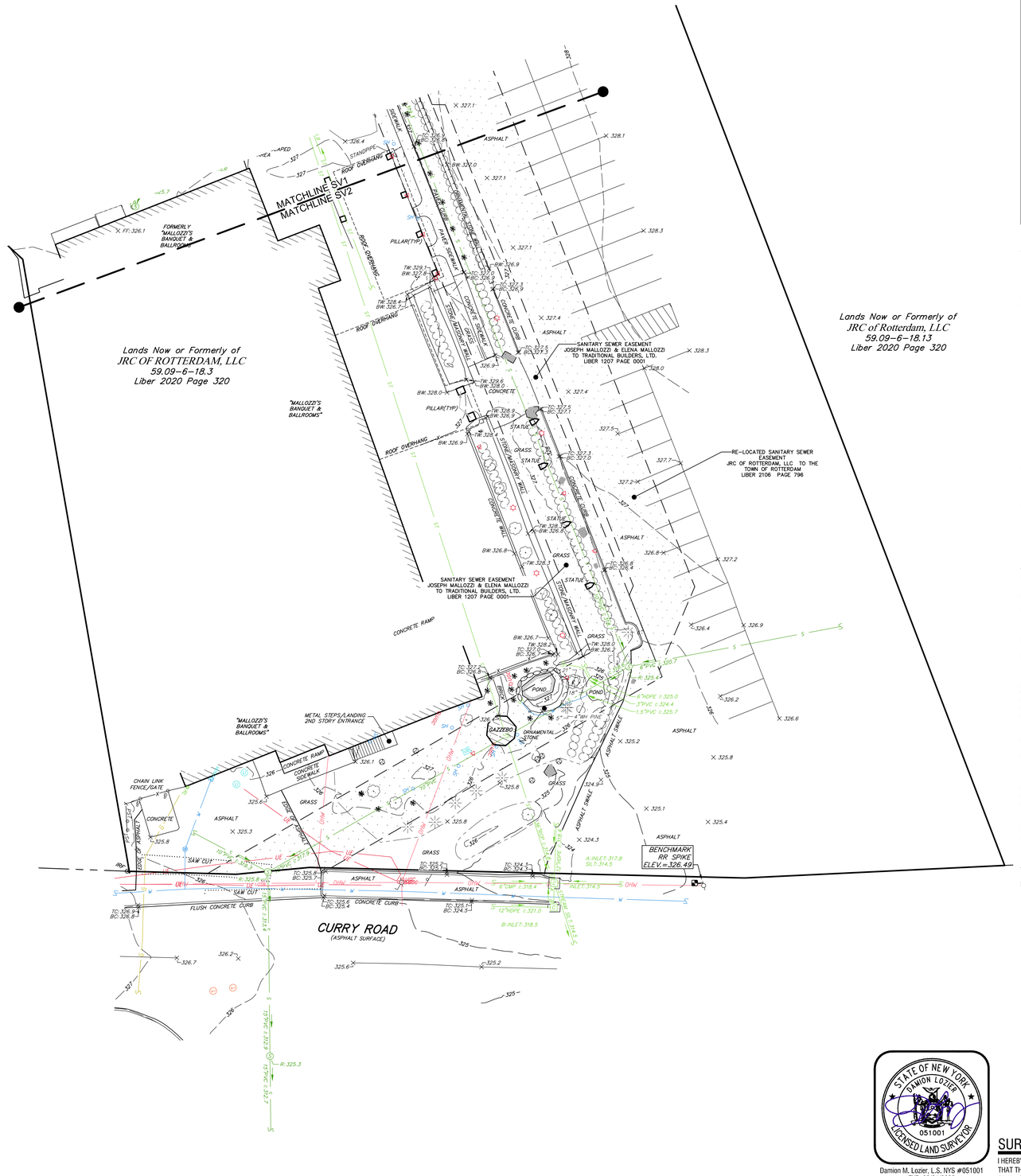
LEGEND:

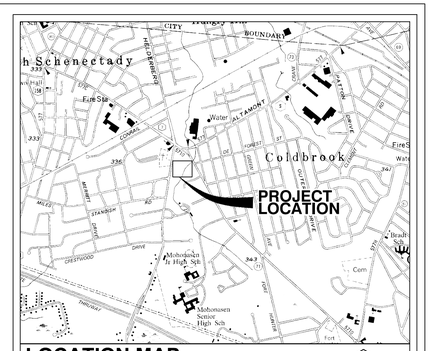
EXISTING CONDITIONS:

- PROPERTY LINE NO PHYSICAL BOUNDS
- ADJACENT PROPERTY LINE
- 110 EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- X 200.3 EXISTING SPOT GRADE
- EXISTING PROPERTY EASEMENT
- EXISTING BUILDING
- CONC. CURB EXISTING CURB/GUTTER
- EXISTING LANDSCAPING
- GRAVEL EXISTING GRAVEL DRIVEWAY
- EXISTING FENCE
- EXISTING POND/LAKE
- EXISTING TREE LINE
- EXISTING HEDGE LINE
- OHW EXISTING OVERHEAD WIRES
- W EXISTING WATER LINE
- G EXISTING GAS LINE
- UE EXISTING UNDERGROUND ELECTRIC LINE
- UT EXISTING UNDERGROUND COMMUNICATIONS LINE
- C EXISTING UNDERGROUND CABLE LINE
- UK EXISTING UNKNOWN UNDERGROUND LINE
- S 8"SAN EXISTING UNDERGROUND SEWER LINE
- ST 15"RCP EXISTING UNDERGROUND STORM LINE

SYMBOLS:

- EXISTING SIGN
- EXISTING SIGN
- GP EXISTING GATE POST
- PST EXISTING POST
- EXISTING CONIFEROUS TREE
- EXISTING DECIDUOUS TREE
- EXISTING SHRUB
- IPF EXISTING IRON PIPE FOUND
- IRF EXISTING IRON ROD FOUND
- CIRF EXISTING CAPPED IRON ROD
- EXISTING BENCHMARK
- S EXISTING SANITARY MANHOLE
- EXISTING CLEANOUT
- D EXISTING DRAINAGE MANHOLE
- C EXISTING CATCH BASIN
- C EXISTING CATCH BASIN ROUND
- Y EXISTING YARD DRAIN
- ES EXISTING END SECTION
- RL EXISTING ROOF DRAIN LEADER
- E EXISTING ELECTRIC MANHOLE
- EXISTING ELECTRIC HAND HOLE
- EXISTING ELECTRIC METER
- E EXISTING ELECTRIC BOX
- E EXISTING ELECTRIC TRANSFORMER
- EXISTING GUY WIRE
- EXISTING UTILITY POLE
- EXISTING UTILITY POLE W/ LIGHT
- EXISTING LIGHT POLE
- EXISTING LANDSCAPE LIGHT
- AC EXISTING AIR CONDITION COMPRESSOR
- EXISTING PANEL/SWITCH BOX
- UGC EXISTING CONDUIT TO/FROM UNDERGROUND
- G EXISTING GAS METER
- EXISTING HYDRANT
- EXISTING AUTO SPKLR. HYDRANT
- EXISTING WATER SHUT OFF VALVE
- EXISTING WATER VALVE
- SH EXISTING SPRINKLER HEAD
- T EXISTING TELEPHONE MANHOLE
- T EXISTING TELEPHONE PEDESTAL
- VENT EXISTING VENT
- BC: 200.3 EXISTING SPOT GRADE BOTTOM CURB
- TC: 200.3 EXISTING SPOT GRADE TOP CURB
- BW: 200.3 EXISTING SPOT BOTTOM WALL
- TW: 200.3 EXISTING SPOT TOP WALL
- FF: 200.3 EXISTING FINISHED FLOOR ELEVATION
- R: 216.3 EXISTING RIM ELEVATION
- I: 200.3 EXISTING INVERT ELEVATION
- EXISTING ROCK/BOULDER





LOCATION MAP

SOURCE: U.S.G.S. SCHENECTADY QUAD

SCALE: 1"=2000'

GENERAL NOTES:

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MAP ENTITLED "LOT LINE AMENDMENT BETWEEN TAX LOTS 59.09-6-18.1, 9, 10 AND 11", PREPARED BY ABD ENGINEERS, LLP, DATED APRIL 26, 2021.

SURVEY UPDATE 05/04/2023

THE EIGHT SEWER MANHOLES BEHIND THE FORMER MILLOZIS BANQUET HALL WERE THE ONLY STRUCTURES INVESTIGATED ON 05/04/2023

STATE OF NEW YORK
DAMION LOZIER
051001
LICENSED LAND SURVEYOR

Damion M. Lozier, L.S. NYS #051001
EXP: 08/31/2025

SURVEYOR'S CERTIFICATE:

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CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 018281
LAND SURVEYING: 017976
GEOLOGICAL: 018750

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TOWN OF ROTTERDAM

1938 CURRY ROAD, ROTTERDAM, NEW YORK

05/08/23	UPDATE

PROJECT NUMBER: CZ32018.01

DRAWN BY: DML

REVIEWED BY: BGW

ISSUED FOR:

DATE: 10/05/2023

DRAWING NAME:

EXISTING CONDITIONS

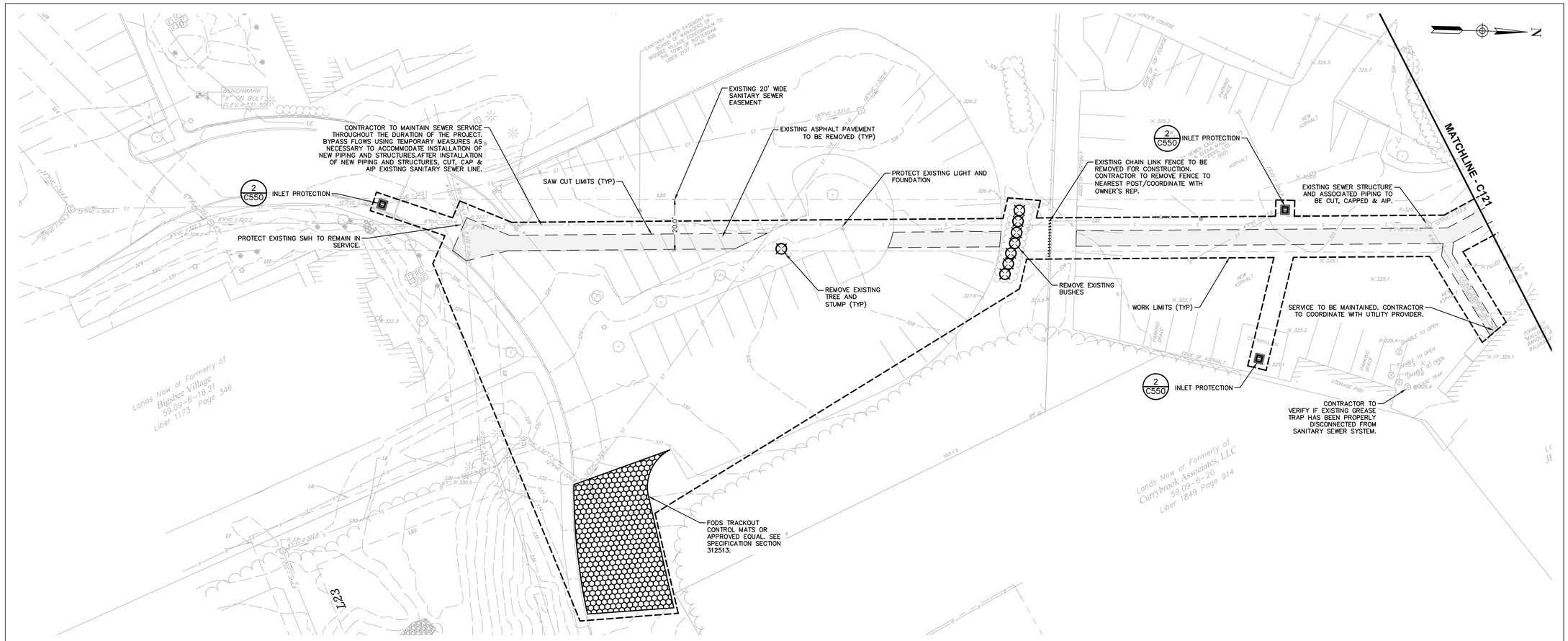
20 0 20

SCALE IN FEET
1"=20'

DRAWING NUMBER:

V102

VERSION 21.1
10/5/2023 3:41:46 PM



LEGEND

EXISTING TREE TO BE REMOVED

EXISTING SITE FEATURE TO BE REMOVED

EXISTING PAVEMENT TO BE REMOVED

EXISTING CONCRETE / BRICK SIDEWALK TO BE REMOVED

EXISTING SITE FEATURE TO BE REMOVED

1 **REMOVALS, EROSION AND SEDIMENT CONTROL PLAN**
SCALE: 1" = 20' 0 20 40 60
ORIGINAL SCALE 1"=20'

NOTES:
1. POT HOLE AND TAKE ELEVATIONS OF ALL UNDERGROUND UTILITY CROSSINGS (WATER, STORM SEWER, GAS, ELECTRIC) AT THE START OF CONSTRUCTION TO VERIFY EXISTING CONDITIONS. DO NOT PROCEED WITH ANY WORK UNTIL ALL CROSSINGS VERIFIED.
2. CONTRACTOR TO MAINTAIN SEWER SERVICE THROUGHOUT THE DURATION OF THE PROJECT. BYPASS FLOWS USING TEMPORARY MEASURES AS NECESSARY TO ACCOMMODATE REMOVALS OF EXISTING PIPING AND STRUCTURES/INSTALLATION OF NEW PIPING AND STRUCTURES. PROVIDE BYPASS PUMPING PLAN FOR APPROVAL BY THE OWNER'S REP.
3. CONTRACTOR TO COORDINATE WITH OWNER FOR DESIGNATED STAGING AND STORAGE AREAS.

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STATE OF NEW YORK JOSEPH MARTIN TAYLOR 070129 LICENSED PROFESSIONAL ENGINEER

CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 018281
LAND SURVEYING: 017976
GEOLOGICAL: 018750

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TOWN OF ROTTERDAM
1100 SUNRISE BLVD

TOWN OF ROTTERDAM 1820

SPECIAL IMPROVEMENT AREA
CURRY RD SEWER IMPROVEMENT PROJECT
ROTTERDAM, SCHENECTADY COUNTY, NY

NO:	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER: 32018.01
DRAWN BY:
REVIEWED BY:
ISSUED FOR: BID DOCUMENTS
DATE: 10/19/2023
DRAWING NAME:

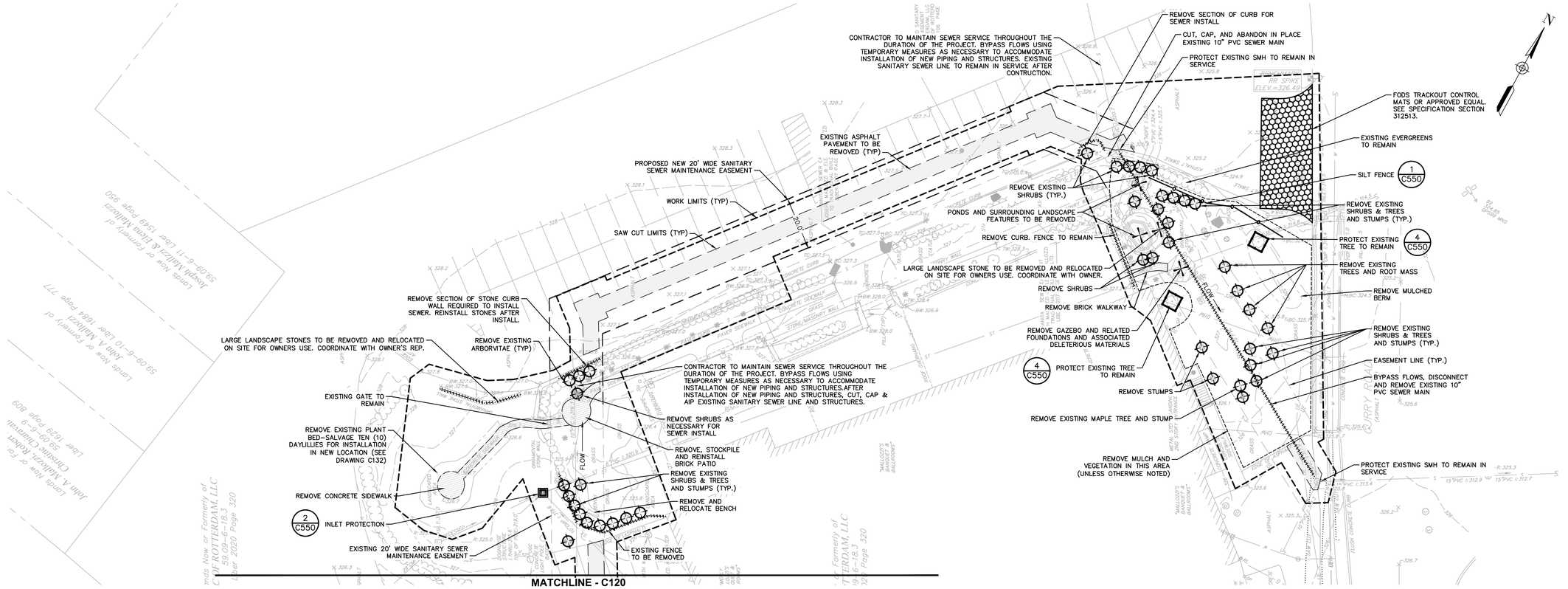
REMOVALS, EROSION AND SEDIMENT CONTROL PLAN

DRAWING NUMBER:

C120

October 25, 2023

B:\GLOBAL\Legacy\Chaser\Projects\32000-32999\32018.00 T. Rotterdam\32018.01 - T. Rotterdam - Misc. Plan and Report for Special Improvement Area Heritage Corridor\DWG
VERSION 23.1
10/17/2023 2:48 PM



1 **REMOVALS, EROSION AND SEDIMENT CONTROL PLAN**
SCALE: 1" = 20' 0 20 40 60
ORIGINAL SCALE 1"=20'

LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING SITE FEATURE TO BE REMOVED
- EXISTING PAVEMENT TO BE REMOVED
- EXISTING CONCRETE / BRICK SIDEWALK TO BE REMOVED
- EXISTING SITE FEATURE TO BE REMOVED

NOTES:
1. POT HOLE AND TAKE ELEVATIONS OF ALL UNDERGROUND UTILITY CROSSINGS (WATER, STORM SEWER, GAS, ELECTRIC) AT THE START OF CONSTRUCTION TO VERIFY EXISTING CONDITIONS. DO NOT PROCEED WITH ANY WORK UNTIL ALL CROSSINGS VERIFIED.
2. CONTRACTOR TO MAINTAIN SEWER SERVICE THROUGHOUT THE DURATION OF THE PROJECT. BYPASS FLOWS USING TEMPORARY MEASURES AS NECESSARY TO ACCOMMODATE REMOVALS OF EXISTING PIPING AND STRUCTURES/INSTALLATION OF NEW PIPING AND STRUCTURES. PROVIDE BYPASS PUMPING PLAN FOR APPROVAL BY THE OWNER'S REP.
3. CONTRACTOR TO COORDINATE WITH OWNER FOR DESIGNATED STAGING AND STORAGE AREAS.

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CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 018281
LAND SURVEYING: 017976
GEOLOGICAL: 018750

It is a violation of New York Education Law Art. 145 Sec. 7209 & Art. 147 Sec. 7307, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way. If an item bearing the seal of an architect, engineer, or land surveyor is altered; the altering architect, engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

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TOWN OF ROTTERDAM
1100 SUNRISE BLVD

SPECIAL IMPROVEMENT AREA
CURRY RD SEWER IMPROVEMENT PROJECT
ROTTERDAM, SCHENECTADY COUNTY, NY

NO:	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER: 32018.01
DRAWN BY:
REVIEWED BY:
ISSUED FOR: BID DOCUMENTS
DATE: 10/19/2023
DRAWING NAME:

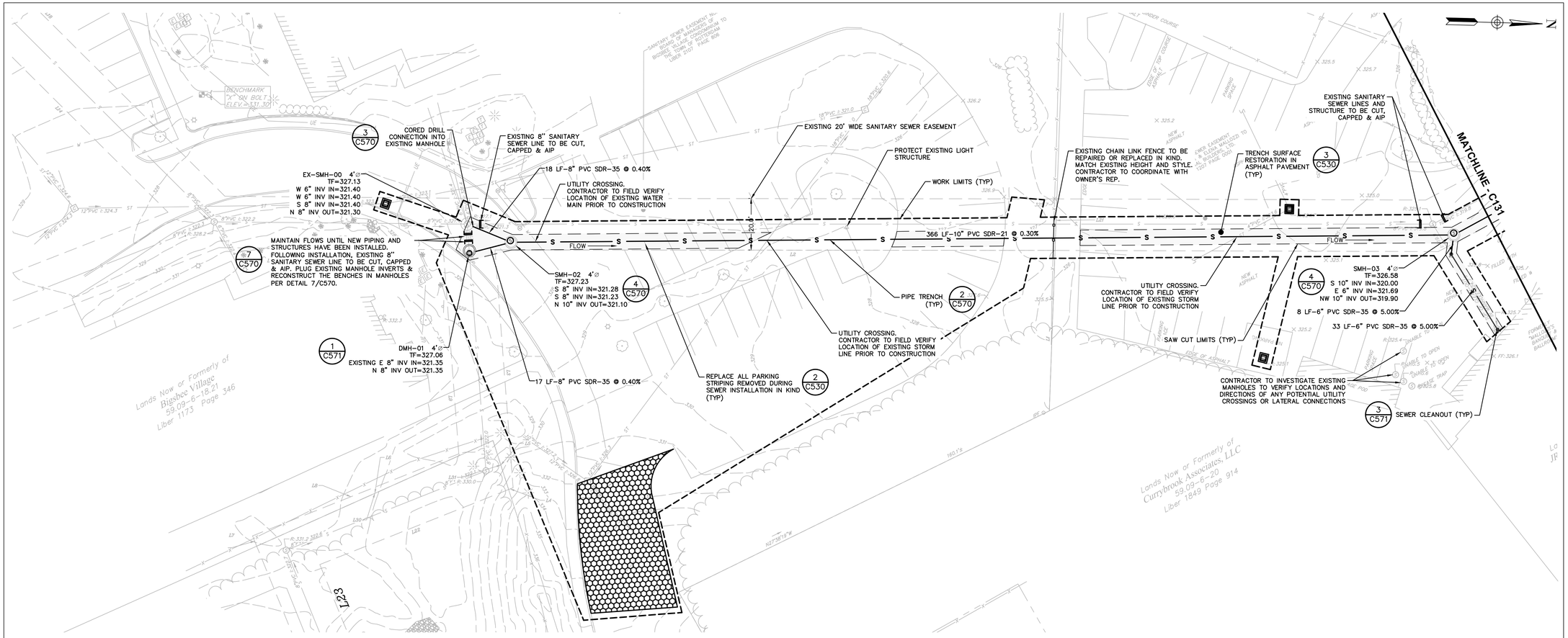
REMOVALS, EROSION AND SEDIMENT CONTROL PLAN

DRAWING NUMBER:

C121

October 25, 2023

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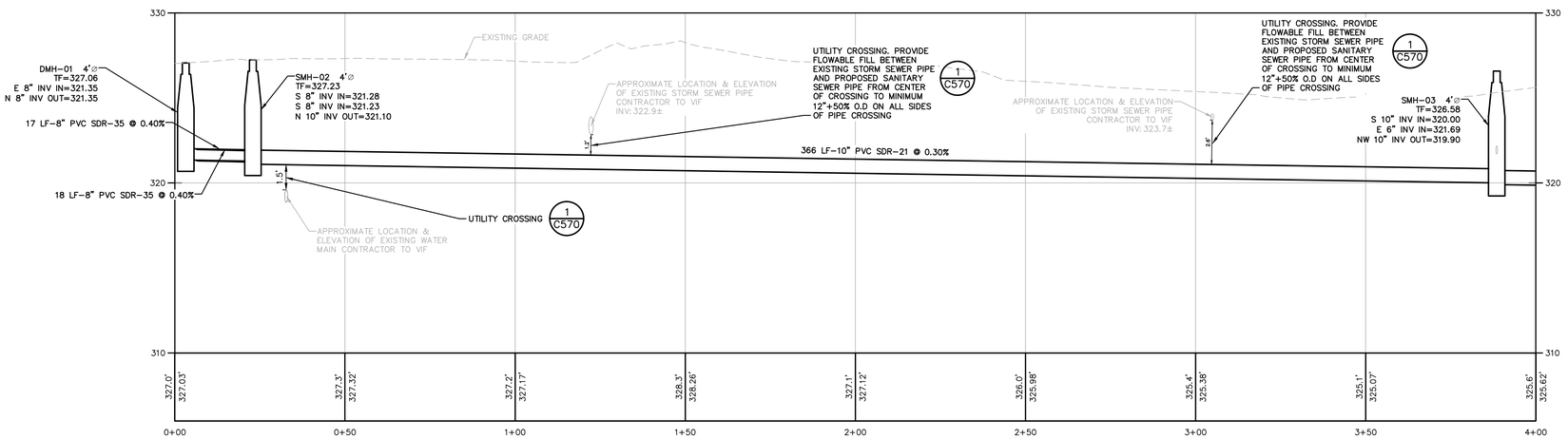


1 HERITAGE CONDOMINIUMS GRAVITY SEWER PLAN

SCALE: 1" = 20'

0 20 40 60

ORIGINAL SCALE 1"=20'



2 HERITAGE CONDOMINIUMS GRAVITY SEWER PROFILE STA. 0+00 - STA. 4+00

SCALE: 1" = 20' HORZ
1" = 4' VERT

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LAND SURVEYING: 017976
GEOLOGICAL: 018750

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CURRY RD SEWER
IMPROVEMENT PROJECT
ROTTERDAM, SCHENECTADY COUNTY, NY

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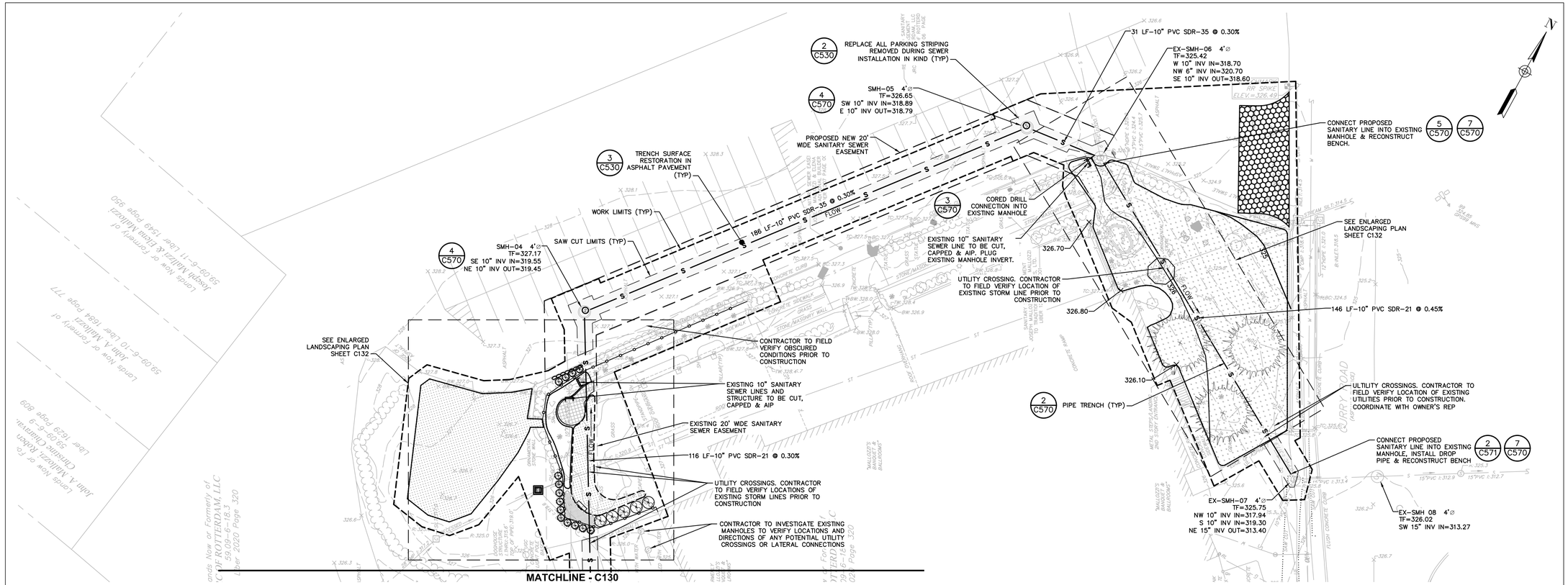
SANITARY SEWER PLAN & PROFILE

DRAWING NUMBER:

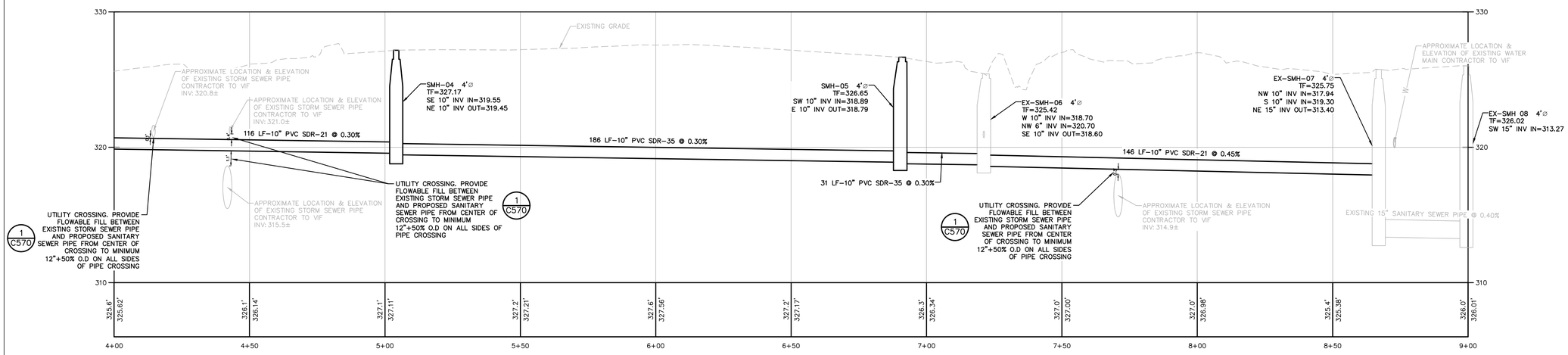
C130

October 25, 2023

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1 **HERITAGE CONDOMINIUMS GRAVITY SEWER PLAN**
SCALE: 1" = 20' 0 20 40 60
ORIGINAL SCALE 1"=20'



2 **HERITAGE CONDOMINIUMS GRAVITY SEWER PROFILE**
STA. 4+00 - STA. 9+00
SCALE: 1" = 20' HORZ
1" = 4' VERT

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STATE OF NEW YORK JOSEPH MARTIN LAMB 070126 LICENSED PROFESSIONAL ENGINEER

CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 018281
LAND SURVEYING: 017976
GEOLOGICAL: 018750

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TOWN OF ROTTERDAM 1820

SPECIAL IMPROVEMENT AREA
CURRY RD SEWER IMPROVEMENT PROJECT
ROTTERDAM, SCHENECTADY COUNTY, NY

NO:	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER: 32018.01
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REVIEWED BY:
ISSUED FOR: BID DOCUMENTS
DATE: 10/19/2023
DRAWING NAME:

SANITARY SEWER PLAN & PROFILE

DRAWING NUMBER:

C131

October 25, 2023

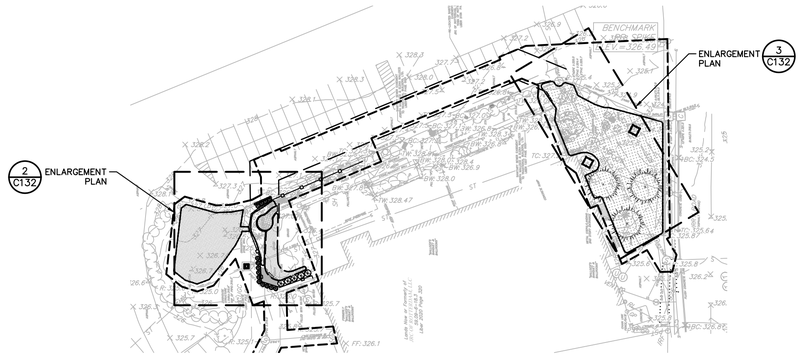
lands Now or Formerly of
JOHN A. MALDONADO
59.09-6-10
Liber 1629 Page 809

lands Now or Formerly of
JOSEPH MALDONADO & FRANK MALDONADO
59.09-6-11 Liber 1549 Page 930

lands Now or Formerly of
JOHN A. MALDONADO
59.09-6-10 Liber 1684 Page 777

lands Now or Formerly of
"CITY OF ROTTERDAM, LLC
59.09-6-18.3
Liber 2020 Page 320

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1 **HERITAGE CONDOMINIUMS LANDSCAPING - KEY PLAN**
SCALE: 1" = 50' 0 50 100 150
ORIGINAL SCALE 1"=50'

2 **HERITAGE CONDOMINIUMS LANDSCAPING PLAN ENLARGEMENT**
SCALE: 1" = 10' 0 10 20 30
ORIGINAL SCALE 1"=10'

3 **HERITAGE CONDOMINIUMS LANDSCAPING PLAN ENLARGEMENT**
SCALE: 1" = 10' 0 10 20 30
ORIGINAL SCALE 1"=10'

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STATE OF NEW YORK JOHN MARTIN LABIA 970129 LICENSED PROFESSIONAL ENGINEER

CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 018281
LAND SURVEYING: 017976
GEOLOGICAL: 018750

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TOWN OF ROTTERDAM 1820

SPECIAL IMPROVEMENT AREA
CURRY RD SEWER
IMPROVEMENT PROJECT
ROTTERDAM, SCHENECTADY COUNTY, NY

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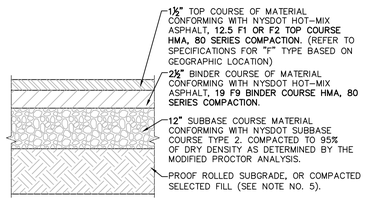
LANDSCAPING PLAN

DRAWING NUMBER:

C132

October 25, 2023

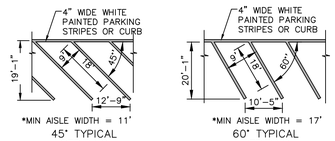
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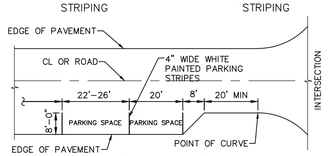


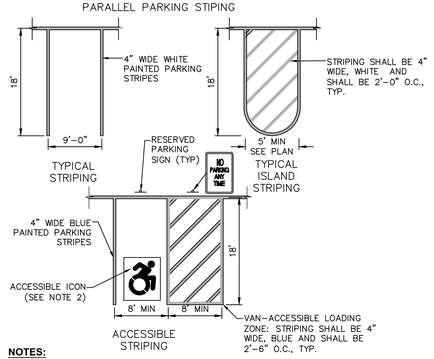
NOTES:

1. MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS, DATED **"CURRENT VERSION"**, AND ALL ADDENDA THERE TO.
2. SUBBASE MATERIAL SHALL CONFORM WITH **SECTION 304** – SUBBASE COURSE OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS AND THE TYPE CALLED OUT IN THESE DRAWINGS.
3. HOT MIX ASPHALT (HMA) PAVEMENT SHALL CONFORM WITH **SECTION 400**–HOT MIX ASPHALT OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS AND THE TYPE CALLED OUT IN THESE DRAWINGS. ALTHOUGH **SECTION 400** IN ITS ENTIRETY IS REFERENCED, THE HOT MIX ASPHALT (HMA) PAVEMENT(S) SPECIFIED FOR THIS CONTRACT SHALL BE AS SPECIFIED UNDER **SECTION 402**–HOT MIX ASPHALT (HMA) PAVEMENTS.
4. TACK COAT WHEN SPECIFIED OR CALLED OUT IN THESE DRAWINGS OR REQUIRED BY THE REFERENCED SPECIFICATIONS SHALL CONFORM WITH **SECTION 407**–TACK COAT OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS.
5. WHERE IT IS NECESSARY TO PLACE FILL FOR PURPOSES OF BRINGING THE SUBGRADE ELEVATION UP TO A SPECIFIED GRADE, THE FILL MATERIAL PLACED SHALL BE IN CONFORMANCE WITH **SECTION 203**–EXCAVATION AND EMBANKMENT OF THE ABOVE REFERENCED NYSDOT STANDARD SPECIFICATIONS.

1 PAVEMENT SECTION DETAIL
SCALE: NOT TO SCALE



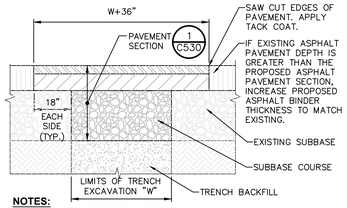




NOTES:

1. ALL DIMENSIONS SHALL BE IN ACCORDANCE WITH ADA STANDARD AND CURRENT ZONING AND SITE REGULATIONS.
2. PAINTED ACCESSIBLE LOGO TO BE IN ACCORDANCE W/ NEW YORK STATE LAW.
3. SLOPE OF PAVEMENT SURFACE IN ACCESSIBLE PARKING AREA SHALL NOT EXCEED 1.5% IN ANY DIRECTION.
4. SEE PLAN FOR ACTUAL LOCATION OF SIGNAGE

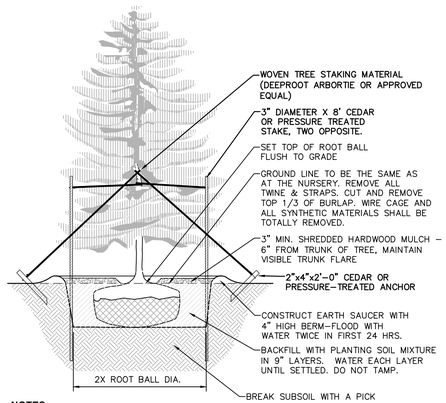
2 PAVEMENT MARKING DETAIL PARKING STRIPING
SCALE: NOT TO SCALE



NOTES:

1. SAW CUT AS INDICATED, 18" BEYOND EXCAVATION.
2. FURNISH, PLACE, AND COMPACT SUBBASE.
3. TACK COAT IN ACCORDANCE WITH NYSDOT STANDARD SPEC.
4. FURNISH AND PLACE ASPHALT CONCRETE PAVEMENT AS SPECIFIED.

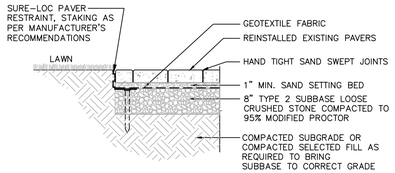
3 TRENCH SURFACE RESTORATION IN ASPHALT PAVEMENT
SCALE: NOT TO SCALE



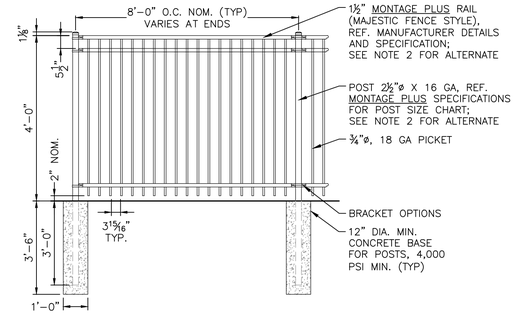
NOTES:

1. SPRAY WITH ANTIDESICCANT IN ACCORDANCE WITH MFG.'S RECOMMENDATIONS.
2. TREES LESS THAN 3" CALIPER SHALL BE STAKED.
3. TREES GREATER THAN 3" CALIPER AND UP SHALL BE GUYED AND ANCHORED.
4. STAKES SHALL BE REMOVED AT THE END OF THE FIRST GROWING SEASON AFTER PLANTING.

4 EVERGREEN PLANTING DETAIL
SCALE: NOT TO SCALE



5 UNIT PAVERS ON SAND BED WITH EDGE RESTRAINT
SCALE: NOT TO SCALE



NOTES:

1. MONTAGE PLUS MAJESTIC 3-RAIL STEEL FENCE SYSTEM BY "AMERISTAR" OR APPROVED EQUAL. FINISH/COLOR: BLACK
2. ABOVE SECTION REPRESENTS MANUFACTURER'S DETAIL FOR INTENDED ORNAMENTAL DOUBLE GATE ARRANGEMENT. VERIFY ALL DIMENSIONS WITH FENCE MANUFACTURER.
3. PROVIDE ALL ACCESSORIES, FITTINGS AND ATTACHMENTS AS REQUIRED FOR A COMPLETE AND FINISHED INSTALLATION.
4. CONTRACTOR TO SUBMIT SHOP DRAWING FOR FINAL POST/PANEL LAYOUT.

6 4' HIGH DECORATIVE STEEL FENCE
SCALE: NOT TO SCALE

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CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 018281
LAND SURVEYING: 017976
GEOLOGICAL: 016750

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1100 SUNRISE BLVD

SPECIAL IMPROVEMENT AREA
CURRY RD SEWER
IMPROVEMENT PROJECT
ROTTERDAM, SCHENECTADY COUNTY, NY

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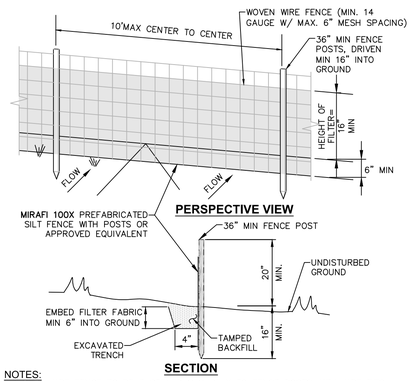
SITE DETAILS

DRAWING NUMBER:

C530

October 25, 2023

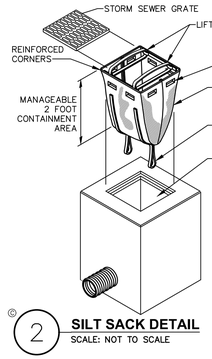
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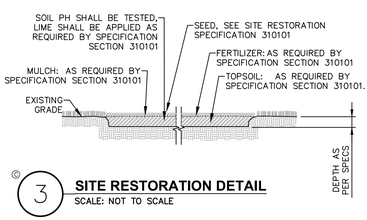
NOTES:
1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES. POSTS SHALL BE STEEL "T" OR "U" TYPE OR HARDWOOD.
2. FILTER FABRIC TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION. FENCE SHALL BE WOVEN WIRE, 6" MAX MESH OPENING.
3. WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 6" AND FOLDED.
4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIALS REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.
5. MAXIMUM DRAINAGE AREA FOR OVERLAND FLOW TO A SILT FENCE SHALL NOT EXCEED 1/4 ACRE PER 100 FEET OF FENCE.
6. SILT FENCE SHALL BE USED WHERE EROSION COULD OCCUR IN THE FORM OF SHEET EROSION.
7. SILT FENCE SHALL NOT BE USED WHEN A CONCENTRATION OF WATER IS FLOWING TO THE BARRIER.
8. MAXIMUM ALLOWABLE SLOPE LENGTHS CONTRIBUTING RUN-OFF TO A SILT FENCE ARE:

SLOPE STEEPNESS	MAXIMUM SLOPE LENGTH(FT)
2:1	25
3:1	50
4:1	75
5:1 OR FLATTER	100

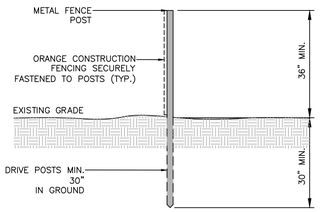
© 1 **SILT FENCE INSTALLATION DETAIL**
SCALE: NOT TO SCALE



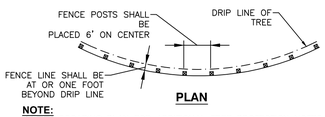
© 2 **SILT SACK DETAIL**
SCALE: NOT TO SCALE



© 3 **SITE RESTORATION DETAIL**
SCALE: NOT TO SCALE



SECTIONAL ELEVATION



PLAN

NOTE:
SEE LANDSCAPING PLAN FOR ADDITIONAL TREE PROTECTION NOTES.

® 4 **TREE PROTECTION FENCING DETAIL**
SCALE: NOT TO SCALE

SPDES GENERAL PERMIT GP-0-20-001 COMPLIANCE NOTES:

1. THE TOTAL AREA OF DISTURBANCE PLANNED FOR THIS PROJECT IS LESS THAN 1 ACRE THEREFORE A SPDES GENERAL PERMIT (GP-0-20-001) IS NOT REQUIRED.

CONSTRUCTION SEQUENCING NOTES:

1. PRIOR TO COMMENCING ANY CLEARING, GRUBBING, EARTHWORK ACTIVITIES, ETC.AT THE SITE, THE CONTRACTOR SHALL FLAG THE WORK LIMITS AND SHALL INSTALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES (I.E. SILT FENCES, TREE PROTECTION/BARRIER FENCES, STABILIZED CONSTRUCTION ENTRANCES, STORM DRAIN SEDIMENT FILTERS, DRAINAGE DITCH SEDIMENT FILTERS, ETC.) INDICATED ON THE PROJECT DRAWINGS. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES MUST BE CONSTRUCTED, STABILIZED, AND FUNCTIONAL BEFORE SITE DISTURBANCE BEGINS WITHIN THEIR TRIBUTARY AREAS.
2. THE CONTRACTOR SHALL CLEAR AND GRUB THE AREA OF THE STORMWATER MANAGEMENT FACILITIES. THIS AREA SHALL NOT EXCEED FIVE (5) ACRES IN EXTENT WITHOUT TEMPORARY STABILIZATION.
3. PRIOR TO COMMENCING CLEARING, GRUBBING AND/OR EARTHWORK ACTIVITIES IN ANY OTHER AREA OF THE SITE, THE CONTRACTOR SHALL INSTALL INLET AND OUTLET PROTECTION MEASURES (RIPRAP OVERFLOW WEIR(S), CULVERT INLET/OUTLET PROTECTION, ETC.) AND SHALL STABILIZE THE AREAS DISTURBED DURING THE CONSTRUCTION OF THE SEDIMENT BASIN.
4. THE CONTRACTOR SHALL COMMENCE SITE CONSTRUCTION ACTIVITIES INCLUDING CLEARING & GRADING OF THE PROPOSED AREA OF DISTURBANCE AS REQUIRED.
5. INSTALL PROTECTIVE MEASURES AT THE LOCATIONS OF ALL GRATE INLETS, CURB INLETS, AND AT THE ENDS OF ALL EXPOSED STORM SEWER PIPES.
6. CONSTRUCT ALL UTILITIES, CURB AND GUTTER, GUTTER INLETS, AREA INLETS, AND STORM SEWER MANHOLES, AS SHOWN ON THE PLANS. INLET PROTECTION MAY BE REMOVED TEMPORARILY FOR THIS CONSTRUCTION. PLACE REQUIRED RIP-RAP AT LOCATIONS SHOWN ON THE PLANS.
7. FINALIZE PAVEMENT SUB-GRADE PREPARATION.
8. REMOVE PROTECTIVE MEASURES AROUND INLETS AND MANHOLES NO MORE THAN 24 HOURS PRIOR TO PLACING STABILIZED BASE COURSE.
9. INSTALL SUB-BASE MATERIAL AS REQUIRED FOR PAVEMENT.
10. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES AND IMMEDIATELY ESTABLISH PERMANENT VEGETATION ON THE AREAS DISTURBED DURING THEIR REMOVAL.

EROSION AND SEDIMENT CONTROL MEASURES:

1. DAMAGE TO SURFACE WATERS RESULTING FROM EROSION AND SEDIMENTATION SHALL BE MINIMIZED BY STABILIZING DISTURBED AREAS AND BY REMOVING SEDIMENT FROM CONSTRUCTION SITE DISCHARGES.
2. AS MUCH AS IS PRACTICAL, EXISTING VEGETATION SHALL BE PRESERVED. FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITIES IN ANY PORTION OF THE SITE, PERMANENT VEGETATION SHALL BE ESTABLISHED ON ALL EXPOSED SOILS.
3. SITE PREPARATION ACTIVITIES SHALL BE PLANNED TO MINIMIZE THE SCOPE AND DURATION OF SOIL DISRUPTION.
4. PERMANENT TRAFFIC CORRIDORS SHALL BE ESTABLISHED AND "ROUTES OF CONVENIENCE" SHALL BE AVOIDED. STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL POINTS OF ENTRY ONTO THE PROJECT SITE.

MAINTENANCE OF EROSION AND SEDIMENT CONTROL MEASURES:

PERMANENT AND TEMPORARY VEGETATION:
INSPECT ALL AREAS THAT HAVE RECEIVED VEGETATION EVERY SEVEN DAYS & AFTER EVERY RAIN EVENT. ALL AREAS DAMAGED BY EROSION OR WHERE SEED HAS NOT ESTABLISHED SHALL BE REPAIRED AND RESTABILIZED IMMEDIATELY.

SILT FENCE:
INSPECT FOR DAMAGE EVERY SEVEN DAYS & AFTER EVERY RAIN EVENT. MAKE ALL REPAIRS IMMEDIATELY. REMOVE SEDIMENT FROM THE UP-SLOPE FACE OF THE FENCE BEFORE IT ACCUMULATES TO A HEIGHT EQUAL TO 1/3 THE HEIGHT OF THE FENCE. IF FENCE FABRIC TEARS, BEGINS TO DECOMPOSE, OR IN ANY WAY BECOMES INEFFECTIVE, REPLACE THE AFFECTED SECTION OF FENCE IMMEDIATELY.

STORM DRAIN INLET PROTECTION:
INSPECT ALL STORM DRAIN INLET PROTECTION DEVICES EVERY SEVEN DAYS & AFTER EVERY RAIN EVENT. MAKE REPAIRS AS NEEDED, REMOVE SEDIMENT FROM THE POOL AREA AS NECESSARY.

GENERAL EROSION AND SEDIMENT CONTROL NOTES:

1. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE IN STRICT COMPLIANCE WITH "NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL", NOVEMBER 2016.
2. EXCESS SOIL TO BE STOCKPILED WITHIN THE LIMITS OF SITE DISTURBANCE IF NOT USED IMMEDIATELY FOR GRADING PURPOSES. INSTALL SILT FENCE AROUND SOIL STOCKPILES.
3. APPLY SURFACE STABILIZATION AND RESTORATION MEASURES. AREAS UNDERGOING CLEARING OR GRADING AND ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WHERE WORK IS DELAYED, SUSPENDED, OR INCOMPLETE AND WILL NOT BE REDISTURBED FOR 21 DAYS OR MORE SHALL BE STABILIZED WITH TEMPORARY VEGETATIVE COVER WITHIN 14 DAYS AFTER CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS CEASED. (SEE SPECIFICATIONS FOR TEMPORARY VEGETATIVE COVER). AREAS UNDERGOING CLEARING OR GRADING AND ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WHERE WORK IS COMPLETE AND WILL NOT BE REDISTURBED SHALL BE STABILIZED AND RESTORED WITH PERMANENT VEGETATIVE COVER AS SOON AS SITE AREAS ARE AVAILABLE AND WITHIN 14 DAYS AFTER WORK IS COMPLETE. (SEE SPECIFICATIONS FOR PERMANENT VEGETATIVE COVER). SEEDING FOR PERMANENT VEGETATIVE COVER SHALL BE WITHIN THE SEASONAL LIMITATIONS. PROVIDE STABILIZATION WITH TEMPORARY VEGETATIVE COVER WITHIN 14 DAYS AFTER WORK IS COMPLETE, FOR SEEDING OUTSIDE PERMITTED SEEDING PERIODS.
4. SEEDED AREAS TO BE MULCHED WITH STRAW OR HAY MULCH IN ACCORDANCE WITH VEGETATIVE COVER SPECIFICATIONS.
5. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES THROUGHOUT THE COURSE OF CONSTRUCTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST BY SPRINKLING EXPOSED SOIL AREAS PERIODICALLY WITH WATER AS REQUIRED. THE CONTRACTOR IS TO SUPPLY ALL EQUIPMENT AND WATER.
7. WHEN ALL DISTURBED AREAS ARE STABLE, ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED.

TOPSOIL SPECIFICATIONS:

1. EXISTING EXCESS TOPSOIL SHALL BE REMOVED AND STORED IN TOPSOIL STOCKPILES SUFFICIENTLY REMOVED FROM OTHER EXCAVATION OR DISTURBANCE TO AVOID MIXING. SILT FENCE SHALL BE INSTALLED AROUND TOPSOIL STOCKPILE AREAS.

SITE PREPARATION:
1. COMPLETE ROUGH GRADING AND FINAL GRADE, ALLOWING FOR DEPTH OF TOPSOIL TO BE ADDED.
2. SCARIFY ALL COMPACT, SLOWLY PERMEABLE, MEDIUM AND FINE TEXTURED SUBSOIL AREAS. SCARIFY AT APPROXIMATELY RIGHT ANGLES TO THE SLOPE DIRECTION IN SOIL AREAS THAT ARE STEEPER THAN 5%.
3. REMOVE REFUSE, WOODY PLANT PARTS, STONES OVER 3 INCHES IN DIAMETER, AND OTHER LITTER.

TOPSOIL MATERIALS:
1. NEW TOPSOIL SHALL BE BETTER THAN OR EQUAL TO THE QUALITY OF THE EXISTING ADJACENT TOPSOIL. IT SHALL MEET THE FOLLOWING CRITERIA:
   A. ORIGINAL LOAM TOPSOIL, WELL DRAINED HOMOGENEOUS TEXTURE AND OF UNIFORM GRADE, WITHOUT THE ADMIXTURE OF SUBSOIL MATERIAL AND FREE OF DENSE MATERIAL, HARDPAN, CLAY, STONES, SOD OR OTHER OBJECTIONABLE MATERIAL.
   B. CONTAINING NOT LESS THAN 5% NOR MORE THAN 20% ORGANIC MATTER IN THAT PORTION OF A SAMPLING PASSING A 1/4" SIEVE WHEN DETERMINED BY THE WET COMBUSTION METHOD ON A SAMPLE DRIED AT 105°C.
   C. CONTAINING A PH VALUE WITHIN THE RANGE OF 6.5 TO 7.5 ON THAT PORTION OF THE SAMPLE WHICH PASSES A 1/4" SIEVE.
   D. CONTAINING THE FOLLOWING WASHED GRADATIONS:

SIEVE DESIGNATION	% PASSING
1"	100
1/4"	97-100
NO 200	20-60

APPLICATION AND GRADING:

1. TOPSOIL SHALL BE DISTRIBUTED TO A UNIFORM DEPTH OF 4" OVER THE AREA. IT SHALL NOT BE PLACED WHEN IT IS PARTLY FROZEN, MUDDY, OR ON FROZEN SLOPES OR OVER ICE, SNOW, OR STANDING WATER.
2. TOPSOIL PLACED AND GRADED ON SLOPES STEEPER THAN 5% SHALL BE PROMPTLY FERTILIZED, SEEDED, MULCHED AND STABILIZED BY "TRACKING" WITH SUITABLE EQUIPMENT.

VEGETATIVE COVER SPECIFICATIONS:

TEMPORARY VEGETATIVE COVER (DURING CONSTRUCTION):
1. SITE PREPARATION
   (SAME AS PERMANENT VEGETATIVE COVER)
2. SEED MIX: (APPLY AT RATE OF 3 TO 4 LBS PER 1000 SF)

AMOUNT BY: WEIGHT	SPECIES OR VARIETY	MINIMUM % PURITY	GERMINATION
100%	ANNUAL RYEGRASS	98%	90%

3. SEEDING
   (SAME AS PERMANENT VEGETATIVE COVER)

PERMANENT VEGETATIVE COVER (AFTER CONSTRUCTION):
1. SITE PREPARATION
   A. BRING AREA TO BE SEEDED TO REQUIRED GRADE. A MINIMUM OF 4" OF TOPSOIL IS REQUIRED.
   B. PREPARE SEEDBED BY LOOSENING SOIL TO A DEPTH OF 4 INCHES.
   C. REMOVE ALL STONES OVER 1 INCH IN DIAMETER, STICKS AND FOREIGN MATTER FROM THE SURFACE.
   D. LIME TO PH OF 6.5.
   E. FERTILIZER: USE 5-10-5 (NPK) OR EQUIVALENT. APPLY AT RATE OF 4 LBS/1000 SF.
   F. INCORPORATE LIME AND FERTILIZER IN THE TOP 4 INCHES OF TOPSOIL.
   G. SMOOTH AND FIRM THE SEEDBED.
2. SEED MIXTURE FOR USE ON LAWN AREAS:
   PROVIDE FRESH, CLEAN, NEW-CROP SEED MIXED IN THE PROPORTIONS SPECIFIED FOR SPECIES AND VARIETY, AND CONFORMING TO FEDERAL AND STATE STANDARDS.

   LAWN SEED MIX: (APPLY AT RATE OF 5 TO 6 LBS PER 1000 SF)

   SUN AND PARTIAL SHADE:

AMOUNT BY: WEIGHT	SPECIES OR VARIETY	MINIMUM % PURITY	GERMINATION
50%	KENTUCKY BLUE GRASS*	95%	80%
20%	PERENNIAL RYE	98%	90%
30%	CREEPING RED FESCUE	97%	85%
100%			

   *MINIMUM 2 (EQUAL PROPORTIONS) VARIETIES AS LISTED IN CORNELL RECOMMENDATIONS FOR TURFGRASS.

3. SEEDING
   A. APPLY SEED UNIFORMLY BY CYCLONE SEEDER CULTI-PACKER OR HYDRO-SEEDER AT RATE INDICATED.
   B. ALL SEEDED AREAS SHALL BE PROTECTED FROM EROSION BY ONE OF THE FOLLOWING METHODS:
      i. A UNIFORM BLANKET OF STRAW APPLIED AT A RATE OF 2 TONS /ACRE MIN., TO BE APPLIED ONCE SEEDING IS COMPLETE.
      ii. WOOD FIBER CELLULOSE APPLIED WITH SEED MIX BY HYDROSEEDER AT RATE OF 2,000 LBS/ACRE.
   C. ALL SEEDED SLOPES 3:1 OR GREATER SHALL BE PROTECTED FROM EROSION WITH JUTE MESH OR APPROVED EQUAL.
   D. IRRIGATE TO FULLY SATURATE SOIL LAYER, BUT NOT TO DISLODGE PLANTING SOIL.
   E. UNLESS OTHERWISE DIRECTED IN WRITING, SEED FROM MARCH 15TH TO JUNE 15TH, AND FROM AUGUST 15TH TO OCTOBER 15TH.

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STATE OF NEW YORK JOSEPH MARTIN TARSI 070129 LICENSED PROFESSIONAL ENGINEER

CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 018281
LAND SURVEYING: 017976
GEOLOGICAL: 016750

It is a violation of New York Education Law Art. 145 Sec. 7209 & Art. 147 Sec. 7307, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way. If an item bearing the seal of an architect, engineer, or land surveyor is altered; the altering architect, engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

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TOWN OF ROTTERDAM
1100 SUNRISE BLVD

TOWN OF ROTTERDAM 1820

SPECIAL IMPROVEMENT AREA CURRY RD SEWER IMPROVEMENT PROJECT
ROTTERDAM, SCHENECTADY COUNTY, NY

NO:	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER: 32018.01
DRAWN BY:
REVIEWED BY:
ISSUED FOR: BID DOCUMENTS
DATE: 10/19/2023
DRAWING NAME:

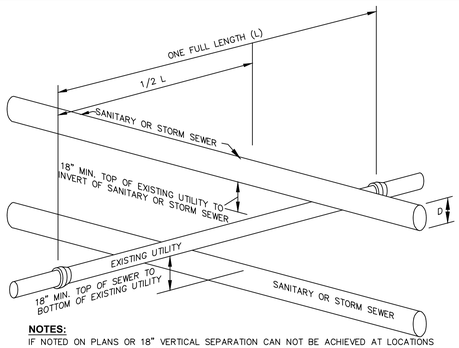
EROSION & SEDIMENT CONTROL DETAILS

DRAWING NUMBER:

C550

October 25, 2023

\\cashlahv\Legacy\Chasm\Projects\32000-32099\32018.001 T. Rotterdam\32018.01 - T. Rotterdam - Misc. Plan and Report for Special Improvement Area Heritage Condos\DWG
VERSION 23.1
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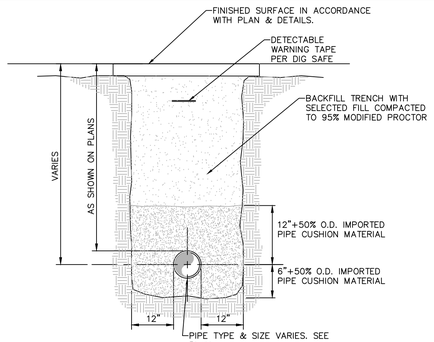


NOTES:

IF NOTED ON PLANS OR 18" VERTICAL SEPARATION CAN NOT BE ACHIEVED AT LOCATIONS OF EXISTING UTILITY & PROPOSED SEWER CROSSINGS, CONTRACTOR SHALL CONSTRUCT THE FOLLOWING:

1. CONSTRUCT SEWER OF PVC WATERWORKS GRADE PRESSURE PIPE MATERIAL 10' ON EACH SIDE OF THE UTILITY CROSSING AND TEST TO 150PSI TO ASSURE TIGHTNESS. INSERT FLOWABLE FILL BETWEEN THE SANITARY SEWER AND EXISTING UTILITY AT THE CROSSING FOR A MINIMUM OF 12"+50% O.D ON ALL SIDES.

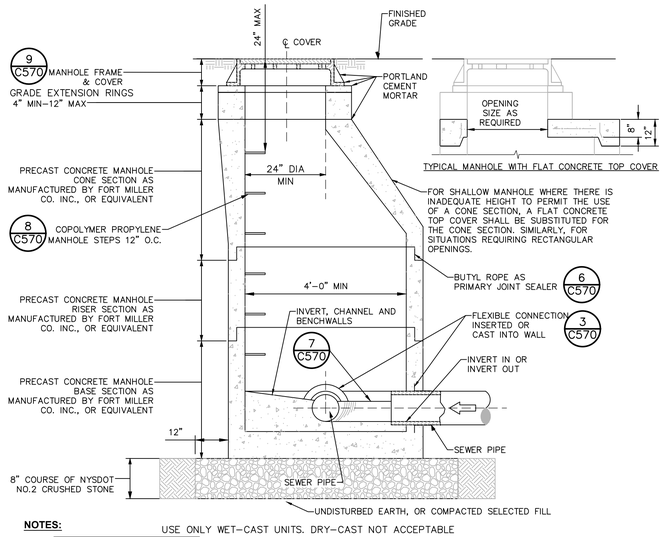
© 1 **SECTION UTILITY CROSSING SEPARATION REQUIREMENTS**
SCALE: NOT TO SCALE



NOTES

1. INSTALL CONTINUOUS DETECTABLE MARKING TAPE DURING BACKFILLING OF TRENCH FOR UNDERGROUND PIPING. LOCATE TAPE 12" BELOW FINISHED GRADE, DIRECTLY OVER PIPING, EXCEPT 6" BELOW SUBGRADE UNDER PAVEMENTS & SLAB.
2. TRENCHING SHALL BE IMPLEMENTED IN ACCORDANCE WITH O.S.H.A. STANDARDS.
3. 5'–0" MIN COVER SHALL BE APPLIED TO WATER MAIN OR SANITARY SEWER FORCE MAINS ONLY.
4. ALL EXCAVATIONS SHALL BE BACKFILLED TO EXISTING GRADE AT THE END OF EACH WORK DAY

© 2 **PIPE TRENCH DETAIL (TYPICAL)**
SCALE: NOT TO SCALE



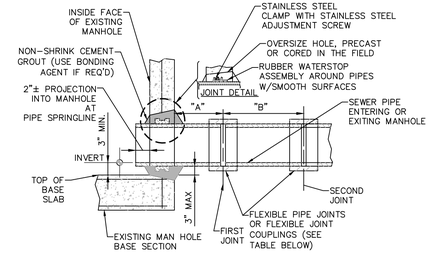
NOTES: USE ONLY WET–CAST UNITS. DRY–CAST NOT ACCEPTABLE

1.

CONE DIMENSIONS	
DIAM. OPENING	HEIGHT
24"	24" OR 42"

2. INVERT SHALL BE FILLETED.
3. REINFORCEMENT FOR MANHOLE COMPONENTS SHALL BE DESIGNED BY A LICENSED NEW YORK STATE PROFESSIONAL ENGINEER PRIOR TO CONSTRUCTION. SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW. STRUCTURE SHALL BE DESIGNED FOR HS20–44 VEHICULAR LOADING PLUS 25% IMPACT.
4. CONCRETE TO TEST **4,500 PSI** AT 28 DAYS IN CONFORMANCE WITH **A.S.T.M. C–478.**
5. BENCH SHALL BE BUILT FOR FLOW BETWEEN INLET AND OUTLET.
6. EACH MANHOLE EXTERIOR SHALL RECEIVE TWO BITUMINOUS COATS.

© 4 **PRECAST CONCRETE MANHOLE**
SCALE: NOT TO SCALE



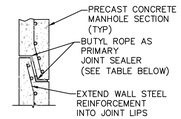
FLEXIBLE JOINT & WATERSTOP REQUIREMENTS

SEWER PIPE TYPE	FLEXIBLE JOINT TYPE IN & OUT	"A"DISTANCE (FEET)	"B"DISTANCE (FEET)	MH WATER STOP REQD
DUCTILE IRON	STD RUBBER GASKET PIPE JOINT ONLY	10'MAX	NO LIMIT	YES
PVC	SPECIAL FLEXIBLE JOINT COUPLING	1'MAX	3'MAX	YES

NOTES:

1. THIS DETAIL SHALL BE USED AT NO EXTRA COST IN PLACE OF EITHER OF THE PIPE–TO–MANHOLE CONNECTION DETAILS ONLY WHEN CONNECTING TO EXISTING MANHOLES THAT HAVE NO FLEXIBLE RUBBER BOOT PROVIDED.
2. REFERENCE MANHOLE DETAIL(S) FOR REQUIRED INVERT CHANNEL CONFIGURATION.

© 5 **PIPE CONNECTION TO EXISTING MANHOLE- CEMENT GROUT SEAL WITH WATER STOP**
SCALE: NOT TO SCALE

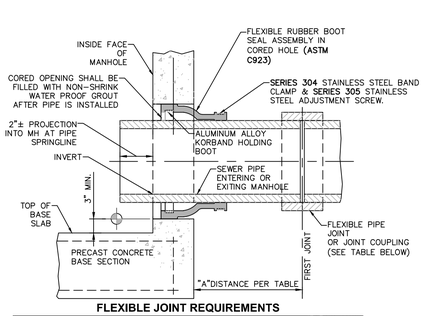


MANHOLE INSIDE DIAMETER	SIZE OF BUTYL ROPE JOINT SEALER
4'–0" 5'–0" & LARGER	1" 1 1/2"

© 6 **MANHOLE JOINT**
SCALE: NOT TO SCALE

TESTING GRAVITY SEWER SYSTEM:

1. CONTRACTOR SHALL INSPECT AND TEST THE INSTALLATIONS AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION WHEN WORK IS READY FOR TESTING. AFTER ALL TESTS HAVE BEEN PERFORMED, EVIDENCE OF COMPLIANCE SHALL BE FORWARDED TO OWNER/ENGINEER AND THE AUTHORITY HAVING JURISDICTION PRIOR TO ACCEPTANCE.
2. THE CONTRACTOR SHALL TEST AND INSPECT FOR ALIGNMENT AND INFILTRATION AND EXFILTRATION OF ALL SANITARY SEWERS AND RELATED UTILITY STRUCTURES. INFILTRATION OR EXFILTRATION OF THE SANITARY SEWER SYSTEM SHALL NOT EXCEED 0.80 GAL/INCH OF INTERNAL PIPE DIAMETER PER 1000' OF PIPELINE PER HOUR WITH A MINIMUM HYDROSTATIC HEAD AT THE TOP OF THE PIPE OF 2 FT, OR AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION. WHEN INFILTRATION OR EXFILTRATION OCCURS IN EXCESS OF ALLOWABLE AMOUNT, DEFECTS SHALL BE LOCATED AND REPAIRED.
3. INFILTRATION LEAKAGE TESTS SHALL BE RUN ON EACH SINGLE MANHOLE–TO–MANHOLE SECTION, OR REACH, INDEPENDENTLY OF ALL OTHER MANHOLE–TO–MANHOLE SECTIONS. A PIPELINE SECTION UNDER TEST SHALL INCLUDE ALL PIPE AND FITTINGS BETWEEN THE TWO MANHOLES PLUS THE UPSTREAM MANHOLE.
4. EACH MANHOLE–TO–MANHOLE SECTION SHALL BE REJECTED OR ACCEPTED BASED ONLY ON RESULTS OF ITS OWN INDEPENDENT SECTION TEST AND NOT ON RESULTS OF ANY ONE TEST RUN SIMULTANEOUSLY OVER MORE THAN ONE CONSECUTIVE MANHOLE–TO–MANHOLE SECTION. THE ONLY EXCEPTION ALLOWED: ACCEPTING SEVERAL CONSECUTIVE MANHOLE–TO–MANHOLE SECTIONS BASED ON ONE COMBINED INFILTRATION TEST INDICATING ZERO INFILTRATION.
5. INFILTRATION TESTS SHALL BE MADE BY INSTALLING A FLOW MEASURING DEVICE IN THE DOWNSTREAM MANHOLE OF SECTION BEING TESTED. TEST DURATION SHALL BE 24 HRS, OR FOR SHORTER PERIOD, PROVIDED A STEADY STATE FLOW CONDITION HAS BEEN ACHIEVED IN THE TEST PERIOD, AND RESULTS PROJECTED TO A 24 HR PERIOD.
6. EXFILTRATION TESTS SHALL BE RUN ON EACH SINGLE MANHOLE–TO–MANHOLE SECTION, OR REACH, INDEPENDENTLY OF ALL OTHER MANHOLE–TO–MANHOLE SECTIONS. A PIPELINE SECTION UNDER TEST SHALL INCLUDE ALL PIPE AND FITTINGS BETWEEN THE TWO MAN–HOLES PLUS THE UPSTREAM MANHOLE.
7. EXFILTRATION TESTS SHALL BE MADE BY MEASURING THE DROP IN WATER ELEVATION IN THE UPSTREAM MANHOLE 24 HRS AFTER INITIAL WATER LEVEL IS RECORDED. INITIAL WATER LEVEL IN UPSTREAM MANHOLE SHALL BE 2 FEET HIGHER THAN EITHER THE TOP OF PIPE OR GROUNDWATER ELEVATION AT THE DOWNSTREAM MANHOLE. ANY MANHOLE–TO–MANHOLE SECTION UNDERGOING AN EXFILTRATION TEST MUST HAVE THE NEXT ADJACENT SECTIONS, BOTH UPSTREAM AND DOWNSTREAM, DRY AND NOT UNDER TEST. THIS PROCEDURE MINIMIZES HYDROSTATIC PRESSURE PLACED ON STOPPERS, PLUGS, AND END CAPS.
8. LOW PRESSURE AIR TESTING MAY BE ALLOWED IN LIEU OF EXFILTRATION TESTS ONLY. WHEN SO ALLOWED, TEST SHALL BE PERFORMED UNDER DIRECTION OF ENGINEER ACCORDING TO ASTM F1417. LOW PRESSURE AIR TEST IS A COMPARISON OF THE MEASURED TIME NECESSARY FOR ONE (1) PSIG PRESSURE DROP TO OCCUR, IF AT ALL, WITH MINIMUM ALLOWABLE TIME FOR THAT PRESSURE DROP TO OCCUR DETERMINED BY METHODS INDICATED IN ASTM F1417. IF THE ONE (1) PSIG PRESSURE DROP OCCURS FASTER THAN ALLOWABLE TIME, SECTION IS UNACCEPTABLE.
9. AN AIR TEST SHALL NOT BE RUN UNTIL SECTION OF LINE TO BE TESTED HAS BEEN CLEANED OF ALL FOREIGN MATERIAL BY FLUSHING AND HAS BEEN VISUALLY INSPECTED AND APPROVED BY THE ENGINEER. CERTAIN PIPE MATERIALS PRODUCE MORE CONSISTENT RESULTS WHEN INTERIOR OF PIPE IS WETTED PRIOR TO TESTING.
10. WHERE AIR–TESTING IS TO BE USED FOR LINE ACCEPTANCE, CORROBORATIVE HYDROSTATIC TESTING SHALL BE PERFORMED ON SEWER INSTALLATION OF THE SAME PIPE SIZE, MATERIAL, AND CONDITIONS OF INSTALLATION. SEWER SECTIONS WHICH INDICATE RATES OF AIR LOSS PER UNIT OF SURFACE AREA WHICH MOST NEARLY APPROXIMATE RATE FOR PIPELINE ACCEPTANCE SHOULD BE SELECTED FOR CORROBORATIVE TESTS. AT LEAST 3 SECTIONS ARE TO BE SO TESTED. THE PURPOSE OF THESE CORROBORATIVE TESTS IS TO PERMIT A REASONABLE ASSUMPTION THAT, IF THESE 3 TEST SECTIONS MEET THE HYDROSTATIC TEST, THE BALANCE OF PROJECT ALSO MEETS OR EXCEEDS THESE REQUIREMENTS. IF AIR TEST IS NOT SUPPORTED BY ACCEPTABLE CORROBORATIVE HYDROSTATIC TESTS, COMPLETE HYDRO–STATIC TESTING OF SEWER LINES SHALL BE REQUIRED.
11. WHERE FLEXIBLE PIPE IS USED, CONTRACTOR SHALL TEST ALL MAINLINE PIPE FOR MAXIMUM ALLOWABLE DEFLECTION OF 5% OF OUTSIDE DIAMETER. DEFLECTION TESTS SHALL BE PERFORMED USING A CIRCULAR STEEL BALL ON SLED 1/16–INCH IN DIAMETER SMALLER THAN ALLOWABLE INSIDE DIAMETER OF FLEXIBLE PIPE WHEN DEFLECTED A MAXIMUM OF 5% OF OUTSIDE DIAMETER. DEFLECTION TESTING OF ANY PIPE SHALL BE DONE NO SOONER THAN 30 DAYS AFTER DATE OF INSTALLATION OF PIPE SECTION UNLESS WRITTEN EXCEPTION.
12. SEWERS SHALL BE LAID WITH STRAIGHT ALIGNMENT BETWEEN MANHOLES. STRAIGHT ALIGNMENT SHALL BE CHECKED EITHER USING A LASER BEAM OR LAMPING. TESTING SHALL COMPLY WITH REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION.
13. MANHOLES, WHICH CANNOT BE PROPERLY AIR TESTED, SHOULD BE VISUALLY INSPECTED AND LEAKAGE–TESTED USING INTERNAL OR EXTERNAL HYDROSTATIC PRESSURE. LEAKAGE TESTING SHALL COMPLY WITH REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION.
14. IN AREAS WHERE CONVENTIONAL TESTING IS IMPRACTICAL (I.E. AREAS DESIGNATED BY ENGINEER WHERE EXISTING SERVICES ARE TIED INTO NEW LINE IMMEDIATELY AND ANY BLOCKAGE COULD RESULT IN HEALTH PROBLEMS) NO LINES SHALL BE BACKFILLED UNTIL EACH PIPE SECTION AND CONNECTION IS INSPECTED AND APPROVED.
15. WHERE SEWERS ARE CONSTRUCTED OF PRESSURE–RATED PIPE AND INSTALLED WITH LESS THAN 18 INCHES VERTICAL SEPARATION FROM EXISTING OR PROPOSED WATER MAINS, SEWERS SHALL BE HYDROSTATICALLY TESTED AT 150 PSI TO ASSURE WATER TIGHTNESS. HYDROSTATIC ACCEPTANCE TESTS SHALL BE CONDUCTED AS SPECIFIED FOR TESTING WATER MAINS, EXCEPT THAT TESTING MAY BE PERFORMED WITH THE PIPE SECTION PARTIALLY BACK–FILLED.
16. IF THE ALLOWABLE RATE OF INFILTRATION, EXFILTRATION, OR AIR LEAKAGE IS EXCEEDED, THE CONTRACTOR SHALL LOCATE POINTS OF EXCESSIVE LEAKAGE AND SHALL PROMPTLY CORRECT, REPAIR, AND BRING SYSTEM UP TO THE STANDARD. COSTS OF ALL SUCH REPAIRS AND CORRECTIVE MEASURES, INCLUDING COSTS OF REPEATED TESTS, SHALL BE BORN BY CONTRACTOR, THE SEWER LINE SECTION (INCLUDING MANHOLES AND BUILDING SERVICES) UNDER TEST SHALL NOT BE ACCEPTED UNTIL THESE TEST CRITERIA ARE MET.

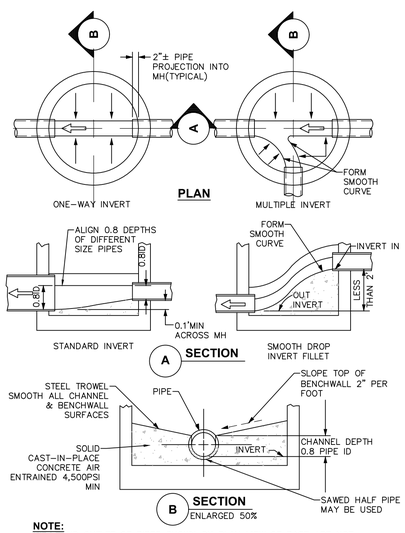


FLEXIBLE JOINT REQUIREMENTS

SEWER PIPE TYPE	FLEXIBLE JOINT TYPE IN & OUT	"A"DISTANCE (FEET)
DUCTILE IRON	STD RUBBER GASKET PIPE JOINT ONLY	10' MAX
PVC	STD RUBBER GASKET PIPE JOINT ONLY	3' MAX

NOTE:
REFERENCE MANHOLE DETAIL(S) FOR REQUIRED INVERT CHANNEL CONFIGURATION.

© 3 **PIPE CONNECTION TO MANHOLE- PRECAST OR CORED HOLE W/ INSERTED FLEXIBLE BOOT**
SCALE: NOT TO SCALE



NOTE:
INLET AND OUTLET OF PIPES SHOWN ON PLAN VIEW OF BASE ARE NOT NECESSARILY TYPICAL OF ALL MANHOLES. REFER TO UTILITY PLAN FOR INLET AND OUTLET DIRECTIONS.

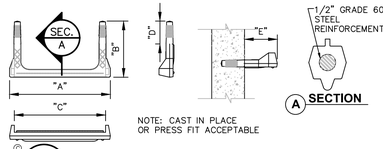
© 7 **INVERT, CHANNEL AND BENCHWALLS**
SCALE: NOT TO SCALE

ACCEPTABLE MANHOLE STEPS

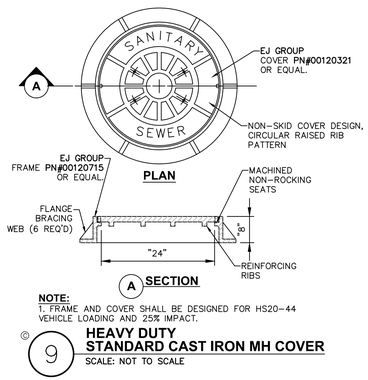
MANUFACTURER	PATTERN NUMBER	"A" STEP WIDTH	"B" LEG LENGTH	"C" RUNG CLEAR	"D" EMBED–MENT	"E" RUNG CLEAR
M.A. INDUSTRIES INC*	PS2–PF	14 3/4	9 1/4	13 3/4	3 3/8	5 7/8
M.A. INDUSTRIES INC*	PS2–PFS	14 3/4	8 1/4	13 3/4	3 3/8	4 7/8

* OR EQUIVALENT

MH STEP DESIGN AND INSTALLATION SHALL COMPLY WITH ALL OSHA REGULATIONS



© 8 **COPOLYMER POLYPROPYLENE MH STEP**
SCALE: NOT TO SCALE



NOTE:
1. FRAME AND COVER SHALL BE DESIGNED FOR HS20–44 VEHICLE LOADING AND 25% IMPACT.

© 9 **HEAVY DUTY STANDARD CAST IRON MH COVER**
SCALE: NOT TO SCALE

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LAND SURVEYING: 017976
GEOLOGICAL: 018750

It is a violation of New York Education Law Art. 145 Sec. 7209 & Art. 147 Sec. 7307, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way. If an item bearing the seal of an architect, engineer, or land surveyor is altered; the altering architect, engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

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TOWN OF ROTTERDAM
1100 SUNRISE BLVD

SPECIAL IMPROVEMENT AREA CURRY RD SEWER IMPROVEMENT PROJECT
ROTTERDAM, SCHENECTADY COUNTY, NY

NO:	DATE:	DESCRIPTION:
Revisions		

PROJECT NUMBER: 32018.01
DRAWN BY:
REVIEWED BY:
ISSUED FOR: BID DOCUMENTS
DATE: 10/19/2023
DRAWING NAME:

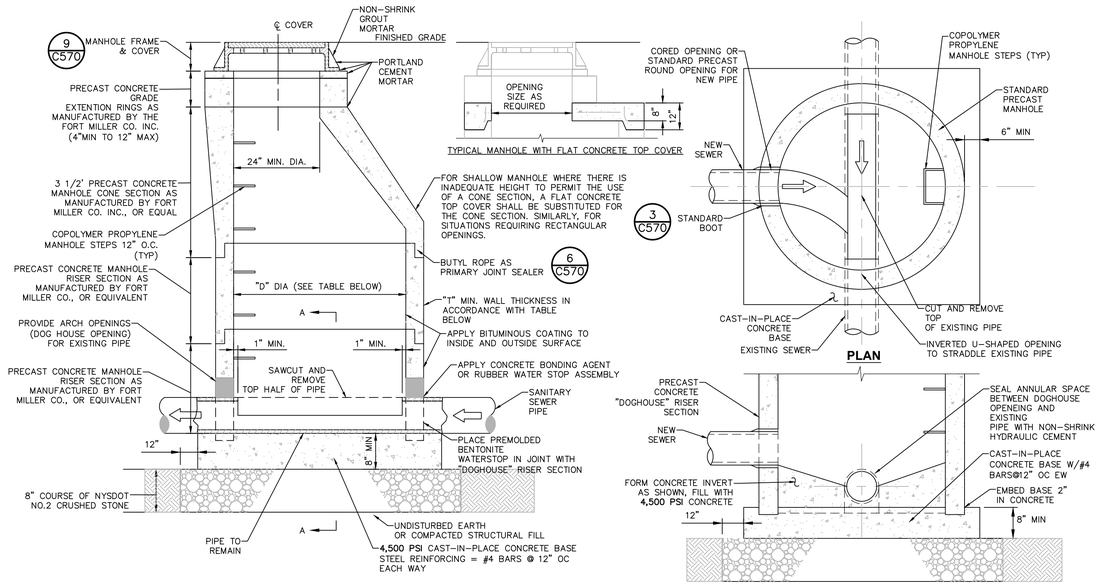
SANITARY SEWER DETAILS

DRAWING NUMBER:

C570

October 25, 2023

R:\GLOBAL\Legacy\Cheneer\Projects\32000-32999\32018-00 T. Rotterdam - Curry Rd Sewer Improvement Area\Plan and Report\Special Improvement Area Heritage Condos\DWG
VERSION 23.1
10/17/2023 2:51 PM



SECTION A-A

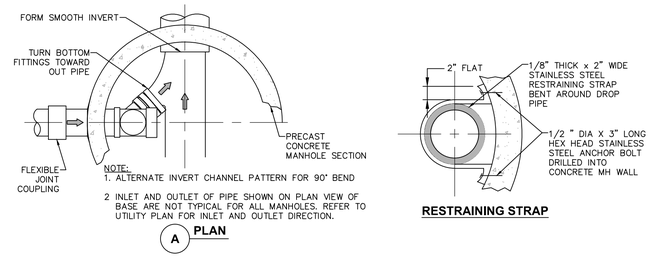
NOTES: USE ONLY WET-CAST UNITS. DRY-CAST NOT ACCEPTABLE

1.

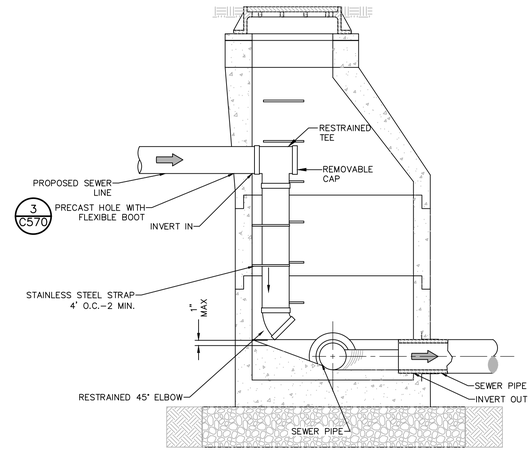
CONE DIMENSIONS	
DIAM. OPENING	
24"	24" OR 42"
30"	34"

2. INVERT SHALL BE FILLETED.
3. REINFORCEMENT FOR MANHOLE COMPONENTS SHALL BE DESIGNED BY A LICENSED NEW YORK STATE PROFESSIONAL ENGINEER PRIOR TO CONSTRUCTION. SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW. STRUCTURE SHALL BE DESIGNED FOR HS20-44 VEHICULAR LOADING PLUS 25% IMPACT.
4. CONCRETE TO TEST **4,500 psi.** AT 28 DAYS IN CONFORMANCE WITH A.S.T.M. C-478.
5. BENCH SHALL BE BUILT FOR FLOW BETWEEN INLET AND OUTLET.
6. EACH MANHOLE EXTERIOR SHALL RECEIVE TWO BITUMINOUS COATS.

© 1 **PRECAST CONCRETE INSERTION MANHOLE-DOG HOUSE STYLE**
SCALE: NOT TO SCALE



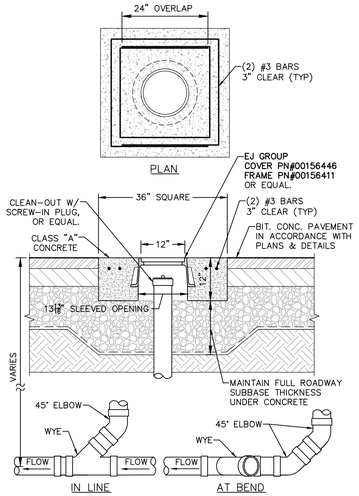
RESTRAINING STRAP



NOTES:

1. INVERT SHALL BE FILLETED.
2. REINFORCEMENT FOR MANHOLE COMPONENTS SHALL BE DESIGNED BY A LICENSED NEW YORK STATE PROFESSIONAL ENGINEER PRIOR TO CONSTRUCTION. SHOP DRAWINGS SHALL BE SUBMITTED FOR REVIEW. STRUCTURE SHALL BE DESIGNED FOR HS20-44 VEHICULAR LOADING PLUS 25% IMPACT.

© 2 **DROP PIPE FOR EXISTING MANHOLE-GRAVITY**
SCALE: NOT TO SCALE



NOTES:

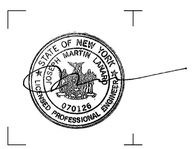
1. PIPE AND FITTINGS TO MATCH SERVICE LINE PER PLAN.
2. TO BE USED FOR GRAVITY PORTION OF SANITARY SYSTEM AS WELL AS THE STORM DRAINAGE SYSTEM.

© 3 **CLEAN OUT - TRAFFIC AREAS**
SCALE: NOT TO SCALE

MANHOLES AND OTHER BELOW GRADE STRUCTURES:

1. STRUCTURAL DESIGN FOR MANHOLES AND OTHER BELOW-GRADE PRECAST CONCRETE STRUCTURES:
   A. NON-TRAFFIC LOADS:
      NEW PRECAST CONCRETE STRUCTURES SHALL BE DESIGNED TO WITHSTAND LOADS IMPOSED BY STRUCTURE WEIGHT, EARTH COVER, LATERAL PRESSURE FROM EARTH AND GROUND WATER, AND LIVE LOADS SUCH AS PEDESTRIAN TRAFFIC OR MACHINERY ON OR ABOVE THE STRUCTURE; AND
   B. TRAFFIC LOADS:
      BELOW GRADE PRECAST CONCRETE STRUCTURES SHALL BE DESIGNED TO ALSO WITHSTAND TRAFFIC LOADS CREATED BY AN HS20-44 TRUCK PLUS 25% IMPACT AS DEFINED IN THE LATEST EDITION OF THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) DESIGN STANDARDS.
2. MATERIAL WHICH SHALL BE UTILIZED IN THE CONSTRUCTION OF PRECAST CONCRETE STRUCTURES:
   CEMENT: ASTM C-150, TYPES **I,II,III,VI**
   SAND: NYSDOT STD. SPEC. **SECTION NO. 703-02** CONCRETE SAND
   STONE: NYSDOT STD. SPEC. **SECTION NO. 703-02** COARSE AGGREGATE
   REINFORCING STEEL: **ASTM A615**, GRADE 60
   WIRE MESH REINFORCEMENT: **ASTM A185**, PLAIN
   CONCRETE STRENGTH (28 DAY): **4,500** PSI (f'c)
   ENTRAINED AIR: 5% MIN.
3. ALL CASTINGS (FRAMES AND COVERS, FRAMES AND GRATES, ETC.) FOR USE IN CONJUNCTION WITH MANHOLES AND OTHER BELOW GRADE STRUCTURES SHALL BE MANUFACTURED FROM GRAY IRON OR DUCTILE IRON. GRAY IRON SHALL CONFORM WITH **ASTM A48**, CLASS 30B AND DUCTILE IRON SHALL CONFORM WITH **ASTM A 536** AND BE OF A GRADE APPROPRIATE TO ITS INTENDED USE.
4. ALL CASTINGS (FRAMES AND COVERS, FRAMES AND GRATES, ETC.) FOR USE IN CONJUNCTION WITH MANHOLES AND OTHER BELOW GRADE STRUCTURES SHALL BE DESIGNED TO WITHSTAND AASHTO HS 20-44 HIGHWAY LOADING PLUS 25% IMPACT.
5. ALL ASTM REFERENCES SHALL BE FOR THE LATEST ACTIVE STANDARD.

LaBella
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Latham, NY 12110
518-439-8235
labellapc.com



CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 018281
LAND SURVEYING: 017976
GEOLOGICAL: 016750

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DRAWING NAME:

C571

DRAWING NUMBER:

C571

October 25, 2023

B:\GLOBAL\Legacy\Shared\Projects\32000s\32018\400 T. Rotterdam\32018.01 - T. Rotterdam - Misc. Plan and Report for Special Improvement Area Heritage Corridor\DWG VERSION 23.1
10/17/2023 2:51 PM

RESOLUTION NO. 325.23

TO APPOINT HARRY MARX AS CHAIR OF THE PARKS AND RECREATION ADVISORY COMMITTEE

WHEREAS, on September 11, 2023, Paul Cooke of the Parks and Recreation Advisory Committee submitted a letter of resignation effective immediately, leaving the chairman seat vacant through December 31, 2023; 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 appoints Harry Marx as Chairman of the Town of Rotterdam Parks and Recreation Advisory Committee through December 31, 2023.

SECTION 2. This resolution shall become effective October 25, 2023.

DATED: October 25, 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: October 19, 2023

TO: Town Board

FROM: Joseph Mastroianni, Town Councilmember

TITLE OF REQUEST: Appoint Mr. Harry Marx As chair to the Parks and Recreation Committee.

TOWN BOARD MEETING: October 25, 2023

Background Information: The Chair of the Parks and Recreation committee resigned in September 2023. The Committee is in need of a new chairperson to fill the vacancy for the remainder of former chairman Paul Cookes term would have ended December 31, 2023.

Evaluation/Analysis: Mr. Marx is currently a member of the committee. He is active and helpful. Mr. Marx would do a good job keeping initiatives moving forward, and overseeing that tasks get completed, keeping the lines of communication open with the committee and Town Board members.

Recommendation(s): Recommend to appoint Mr. Harry Marx as Chair of the Parks and Recreation Advisory Committee.

Attachment/Document(s): None

Compliance with Purchasing Policy: N/A

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

LEGISLATION WILL BE PREPARED BY: Supervisors Office

RESOLUTION NO. 326.23

TO AUTHORIZE THE SUPERVISOR TO EXECUTE AND SIGN A MEMORANDUM OF AGREEMENT WITH THE CIVIL SERVICE EMPLOYEES' ASSOCIATION (CSEA)

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 and sign a memorandum of agreement between the Town of Rotterdam and CSEA, Local 1000, AFSCME, AFL-CIO for the Town of Rotterdam unit #8504 of Schenectady County Local #886.

SECTION 2. This resolution shall become effective October 25, 2023

DATED: October 25, 2023

NAME	AYES	NOES	ABSTAIN
Christou			
Miller-Herrera			
Dodson			
Mastroianni			
Collins			

DRAFT