Agenda
Manlius Town Board
October 12, 2022
6:30 PM

1. Virtual Meeting Instructions - October 12, 2022

   Documents:

   10-12-22 TOWN BOARD MEETING INSTRUCTIONS.PDF

2. Pledge Of Allegiance

3. Open Podium

4. Public Hearing - Zone Change Seven Pines Project, 8104, 8108, 8112 And 8116 Manlius-Cazenovia Rd. From CA & RA To RM

   Documents:

   SEVEN PINES - 8104-8110 CAZENOVIA ROAD - ZONE CHANGE APP-PB APP-SHORT FORM EAF.PDF
   SEVEN PINES - 8104-8110 CAZENOVIA ROAD - SURVEY 2.PDF
   SEVEN PINES - 8104-8110 CAZENOVIA ROAD - SURVEY 1.PDF
   SEVEN PINES - 8104-8110 CAZENOVIA ROAD - PHOTOPACKAGE - RESIDENTIAL CONVERSION.PDF
   SEVEN PINES - 8104-8110 CAZENOVIA ROAD - LEGAL DESCRIPTION.PDF
   LOCAL LAW 2022 - ___ SEVEN PINES ZONE CHANGE ENACTING.PDF
   Z-22-195 OCPB REFERRAL.PDF

5. 6:35 PM Public Hearing - Fayetteville Fire Contract 2023

   Documents:

   FAYETTEVILLE FIRE CONTRACT 2023 - DRAFT CONTRACT.PDF
   2023 VILLAGE OF FAYETTEVILLE FIRE BUDGET.PDF
   UPDATED FAYETTEVILLE FIRE CONTRACT 2023 - DRAFT CONTRACT.PDF

6. 6:40 PM Public Hearing - Manlius Fire Contact 2023

   Documents:

   MANLIUS DRAFT FIRE CONTRACT 2023.PDF
   2023 VILLAGE OF MANLIUS FIRE BUDGET.PDF

7. Set Date - Public Hearing - Minoa Fire Contract 2023

   Documents:

   SET DATE - PUBLIC HEARING - MINOA FIRE CONTRACT 2023.PDF

8. Bid Results - Floating Kayak Dock At Poolsbrook Lakes

   Documents:

BID SUBMITTED - KAYAK FLOATING DOCK - BOARDSAFE.PDF

9. Drainage District #1 - Clark Hill Storm Sewer Rehabilitation - Bid Documents

   Documents:

   1456.04 90 PERCENT ESTIMATE (002) - CLARK HILL.PDF
   1456.04 90 PERCENT PLANS - CLARK HILL.PDF
   1456.04 90 PERCENT SPECIFICATIONS - CLARK HILL.PDF

10. Drainage District #2 -Muirfield Drive Drainage Improvement - Proposal For Engineering Services

    Documents:

    2022494 MUIRFIELD DRAINAGE IMPROVEMENTS (SCOPE) 2022.09.30.PDF

11. Police Chief

    11.I. Surplus Radios - TMPD

    Documents:

    DISPOSITION OF PROPERTY.PDF

    11.II. Body Worn Camera Discussion

    Documents:

    QUOTE-1783730-1MANLIUSPDNY(40)V300SERVEREL5.PDF

    11.III. Flock Camera Agreement & Grant

    Documents:

    FLOCKAGREEMENT.PDF

12. Town Manager

    12.I. Employee Benefits Fair / Flu Shot Clinic

    12.II. Amendment To Novis PILOT

13. Town Clerk

    13.I. CNYSPCA - 3 Year Contract Proposal Discussion

    Documents:

    CNYSPCA CONTRACT RATE CHART .PDF

14. Supervisor

    14.I. Conceptual Site Plan For New Town Hall - Proposal For Engineering Services

    Documents:

    2022519 TOWN HALL CONCEPT PLAN (SCOPE) 2022.09.30.PDF

14.II. Aspinalls - Town Hall Sidewalk Shoveling Contract

Documents:

TOWN OF MANLIUS SIDEWALK SHOVELING.PDF

14.III. Budget Timeline Update

15. Committees

Councilor Nicholson - Deer Committee report

15.I. Sustainable Manlius

15.I.i. Model Resolution Declaring Support For The NYS Climate Action Plan Council Scoping Plan

Documents:

MODEL_RESOLUTION OF SUPPORT FOR NYS SCOPING PLAN.PDF

16. Approval Of Minutes - September 28, 2022

Documents:

9-28-22 DRAFT.PDF

17. Approval Of Abstract # 19

Documents:

ABSTRACT 19.PDF

18. Adjournment

This meeting is being recorded and live streamed. The recording will be broadcast live and will be posted to the town website at www.townofmanlius.org

Town of MANLIUS New York

October 12, 2022

6:30 PM

Town Board Meeting Instructions

The easiest way to participate in the meeting is to use the link provided below. The meeting will be conducted on the ZOOM platform as a webinar. Please make sure that when you complete your attendee registration you enter your full name.

Click on the link or enter the meeting URL web address as listed below.

https://us02web.zoom.us/j/84627200285?pwd=WGVMN1hac1pMc3lhNEEzbVNCOTFOQT09

Password to join when prompted:

Password: **568018**

Enter your email address and name and join the meeting.

Join by telephone by dialing the number below:

(929) 436-2866

When prompted to enter the Webinar ID, use the number below followed by #

Webinar ID: 846 2720 0285

Press # again to skip the personal id and enter the password below followed by #

Password: **568018**

If this is your first time joining a ZOOM meeting, you may practice using ZOOM meeting platform at https://zoom.us/test.

TOWN OF MANLIUS
ZONE CHANGE APPLICATION

1. Name of Person applying for Zone Change SHASHANK BHATT
   Address of person applying 4579 Southwood Heights Jamesville NY 13078
   Cell Number 315-396-4394 Phone Number _____
2. Name: (owner of record) of land where Zone Change would occur HOGAN DRS LLC
   Address (owner of record) 4579 Southwood Height Drive Jamesville NY 13078
   Cell Number (owner of record) 315-396-4394 Phone Number _____
3. Tax Map Number of property where Zone Change would occur 8104 Manlius Center Road – 112-02-2.7
   8112 " " – 112-02-7.0
   8116 " " – 112-02-2.9
   8108 " " – 112-02-06.0
4. Is this property located in a flood hazard area? NO
   If so, what flood area is the property in it in?
   _____
5. Present zoning classification of property CA & CA
6. Desired zoning classification RM
   Reason for Change of Zone (use additional sheets if necessary)
   DESIRED CONVERSION OF SECOND FLOOR OFFICE SPACE TO RESIDENTIAL APARTMENTS
7. What is lot size? _____
8. If the Zone Change is granted, will the use of the property conform to the District regulations as stated in Chapter 155 Article III of the Town of Manlius Municipal Code? YES
9. Is the property within the protectively zoned area of a housing project authorized under the public housing law? NO
10. Is the property within five hundred (500) feet of the boundaries of any city, village, town, county, state park or parkway? NO
    If yes, please specify _____
11. Is the property within five hundred (500) feet from the boundary of any existing or proposed County or State park or other recreation area, or from the right-of-way of any existing or proposed county or state parkway, thruway, expressway, road or highway, or from 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, or from the existing or proposed boundary of any county or state owned land on which a public building or institution is situated? YES

If yes, please specify PROPERTY ABUTTS LIMESTONE CREEK

12. List the uses of all abutting property COMMERCIAL OFFICE, RESIDENTIAL

13. The following must be included with your 12 application packets unless otherwise specified and/or specifically waived by the Town Board:

- An environmental assessment form which can be obtained from the Town Clerk, or an environmental impact statement.
- Copy of a survey of the premises certified by a New York State licensed surveyor.
- Legal description of the premises.
- This application must be signed by both the owner of record of the property and the applicant.

The failure to answer any question on this application, the failure to submit any item as specified or the failure to execute this application will result in a delay in the processing of the application.

Date 5/30/2022 Shashank Bhatt

Applicant 1

Date _____ _____

Applicant 2

Date _____ _____

Applicant

Revised 5/8/17

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

Seven Pines Office Park, Residential converion

Name of Action or Project:

Seven Pines Office PArk, Residential conversion

Project Location (describe, and attach a location map):

8104- 8110 Cazenovia Rd, Manlius NY 13104

Brief Description of Proposed Action:

The project is for the conversion of the second floors of 4 existing 2 story office buildings into residential apartments. Three of the buildings would have three units and one would have 4 units. No changes to the exteriors or to the current parking areas.

Name of Applicant or Sponsor:	Telephone: 315-396-4394
Shashank Bhatt	E-Mail: shashank_bhatt@hotmail.com

Address: 4579 Southwood Heights Jamesville NY

City/PO:	State:	Zip Code:
Jamesville	NY	13078

	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: Town of Manlius Zoning approval Town of MAnlius Building Permit	☐	☑

3. a. Total acreage of the site of the proposed action? +/-4 acres
   b. Total acreage to be physically disturbed? 0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? +/- 4 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):

☐ 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?		✔
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	✔	
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?	✔	
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: _____		✔
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____		✔
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____		✔
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?	✔	
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: Shashank Bhatt Date: 5/30/2022

Signature: _____ Title: Managing member

PRINT FORM

Expected Fee: _____

TOWN OF MANLIUS
PLANNING DEPARTMENT
INITIAL APPEARANCE APPLICATION

DATE: 5/30/2022

Name of Project: _____

Applicant must submit 12 copies of all site plans, surveys, and supporting data with the final application before a planning board meeting can be scheduled.

Location of Project: Manlius - Cazenovia Road

Type of Project:

○ Division of Land ○ Subdivision ○ Accessory Use ○ Zone Change ○ Site Review ○ Other _____

Developer: Hogen DRS LLC Phone: _____

Address: 4579 Southwood Heights Jamesville NY Zip: 13078

Tax Map Number(#)/s: 8104 Manlius Cazenovia Road - 112-02-2.7
8112 Manlius - Cazenovia Road - 112-02-7.0 8108 Manlius - Caz Road - 112-02-06
8116 " " - 112-02-2.9

Present Zoning: CA & RA Desired Zoning: RM

Total Acreage: ±4 Total Number of Lots: —

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

Printed Name: _____

Use next page for additional known property owners' information

---

Planning Board Meeting Date Assignment: _____

Fee: _____ Paid: _____ Per: ○ Credit/Debit Card ○ Check ○ Cash

TOWN OF MANLIUS
PLANNING DEPARTMENT
INITIAL APPEARANCE APPLICATION
(continued)

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

Property Owner/s: _____ Phone: _____

Address: _____ Zip: _____

Tax Map#(s): _____ Owner's Signature: _____

_____ Printed Name: _____

III. That no Town of Manlius officer, employee or a relative of either, as defined in Section 809 General Municipal Law has any interest in this application.

-OR-

If a Town of Manlius officer, employee or relative of either as defined in Section 809 General Municipal law has any interest in this application, the full particulars are provided on an attached sheet.

Date: 5/25, 2022.

Shashank Bhatt
(Print Name)

(Signature)

(Entity Name)

By (Officer) (Title)

(Mailing Address of Applicant)

(Telephone Number)

Date: _____, 20_____.

(Print Name)

(Signature)

(Entity Name)

By (Officer) (Title)

(Mailing Address of Applicant)

(Telephone Number)

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

On this 25th day of May in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Shashank Bhatt, N/A, and N/A 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 Petition and acknowledged to me the he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the Petition, the individual or the persons upon behalf of which the individual acted executed the instrument.

Michelle Kolis
Notary Public

MICHELLE A KOLIS
Notary Public - State of New York
NO. 01KO6261392
Qualified in Onondaga County
My Commission Expires May 7, 2024

TOWN OF MANLIUS

DISCLOSURE AFFIDAVIT

This affidavit is a part of and must be completed and attached to every application, petition, request submitted for a *site plan, variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license* or *permit.*

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

I. _____, being duly sworn, deposes and says that (s) he is:

_____
(applicant, petitioner, corporation officer, property owner, *etc.)*

II. That deponent has read and is familiar with the provisions of the General Municipal Law, Section 809 which states:

A. Every application, petition or request submitted for a site plan, variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provisions or any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state officer or any officer or employee of such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.

B. For the purpose of this action an officer or employee shall be deemed to have an interest in the applicant when (s)he, his/her spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them:

1) is the applicant, or
2) is an officer, director, partner or employee of the applicant, or
3) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
4) is a party to an agreement with such an applicant, express or implied, whereby (s) he may receive any payment or other benefit, whether or not for services rendered, or contingent upon the favorable approval of such application, petition or request.

C. Ownership of less than five percent (5%) of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.

D. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

Shashank Bhatt, being duly sworn, deposes and says the s(he) is the managing member of Hogan Drs LLC corporation named in the within Application/Petition, that s(he) has read the foregoing affidavit and knows the contents thereof; that the same is true of s(he) own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters s(he) believes it to be true.

Applicant Signature

Subscribed to me before this day 25th
Of May, 2022

Notary Public

MICHELLE A KOLIS
Notary Public - State of New York
NO. 01KO6261392
Qualified in Onondaga County
My Commission Expires May 7, 2024

06/29/16 LB

III. That no Town of Manlius officer, employee or a relative of either, as defined in Section 809 General Municipal Law has any interest in this application.

-OR-

If a Town of Manlius officer, employee or relative of either as defined in Section 809 General Municipal law has any interest in this application, the full particulars are provided on an attached sheet.

Date: 5/25, 2022.

Shashank Bhatt
(Print Name)

(Signature)

(Entity Name)

By (Officer) (Title)

(Mailing Address of Applicant)

(Telephone Number)

Date: _____, 20_____.

(Print Name)

(Signature)

(Entity Name)

By (Officer) (Title)

(Mailing Address of Applicant)

(Telephone Number)

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

On this 25th day of May in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Shashank Bhatt, N/A, and N/A 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 Petition and acknowledged to me the he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the Petition, the individual or the persons upon behalf of which the individual acted executed the instrument.

Michelle Kolis
Notary Public

MICHELLE A KOLIS
Notary Public - State of New York
NO. 01KO6261392
Qualified in Onondaga County
My Commission Expires May 7, 2024

TOWN OF MANLIUS

DISCLOSURE AFFIDAVIT

This affidavit is a part of and must be completed and attached to every application, petition, request submitted for a *site plan, variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license* or *permit.*

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

I. Shashank Bhatt, being duly sworn, deposes and says that (s) he is:

Applicant
(applicant, petitioner, corporation officer, property owner, *etc.)*

II. That deponent has read and is familiar with the provisions of the General Municipal Law, Section 809 which states:

A. Every application, petition or request submitted for a site plan, variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provisions or any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state officer or any officer or employee of such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.

B. For the purpose of this action an officer or employee shall be deemed to have an interest in the applicant when (s)he, his/her spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them:

1) is the applicant, or
2) is an officer, director, partner or employee of the applicant, or
3) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
4) is a party to an agreement with such an applicant, express or implied, whereby (s) he may receive any payment or other benefit, whether or not for services rendered, or contingent upon the favorable approval of such application, petition or request.

C. Ownership of less than five percent (5%) of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.

D. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

CORPORATE ACKNOWLEDGEMENT

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

Shashank Bhatt, being duly sworn, deposes and says the s(he) is the managing member of Hogan Drs LLC corporation named in the within Application/Petition, that s(he) has read the foregoing affidavit and knows the contents thereof; that the same is true of s(he) own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters s(he) believes it to be true.

Applicant Signature

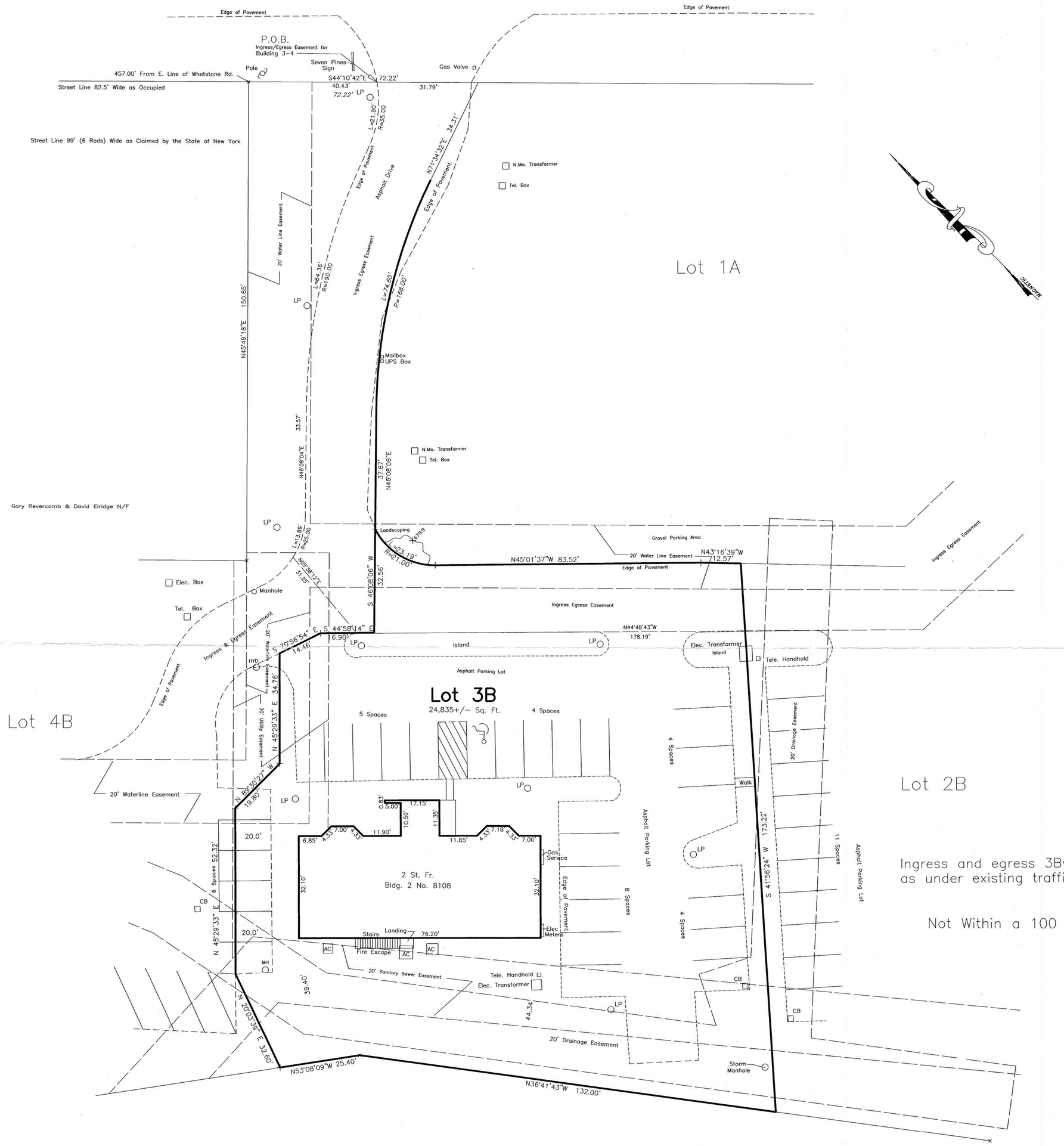
Subscribed to me before this day 25th
Of May, 2022

Notary Public

MICHELLE A KOLIS
Notary Public - State of New York
NO. 01KO6261392
Qualified in Onondaga County
My Commission Expires May 7, 2024

06/29/16 LB

Manlius–Cazenovia Rd. – N.Y.S. Rte. 92



Lot 3B, Trolley Crossing
Pt. of Lot 98 – Town of Manlius
Onondaga Co., N.Y.

Scale 1" = 20'

January 06, 2022

D. W. HANNIG L.S., P.C.
SURVEYORS - PLANNERS - CONSULTANTS
THE MARKET PLACE, BUILDING #1
MANLIUS, NEW YORK 13104
PHONE: (315) 682-5225 - FAX: (315) 682-7774

Subject to a Current Abstract of Tittle

In my professional opinion, and based on my observations and/or scope of service, I hereby certify this map was made from an actual survey on 1/06/2022, and this map is correct.

This certification is void unless signed in RED ink.

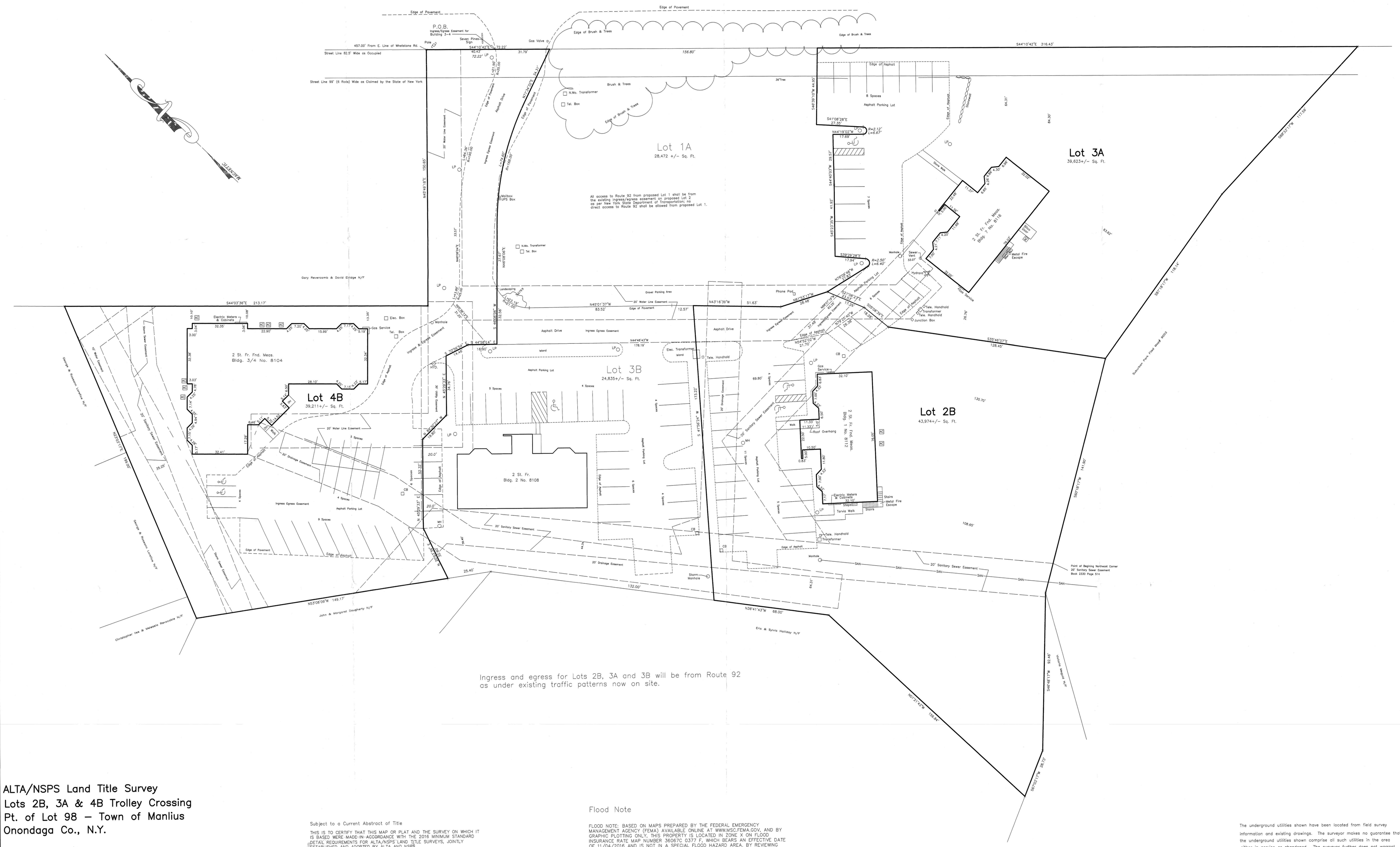
DAVID WILLIAM HANNIG, P.L.S., - N.Y.S. LIC. NO. 47411

STATE OF NEW YORK · DAVID WILLIAM HANNIG · OFFICIAL SEAL · NO. 047411 · LICENSED LAND SURVEYOR

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities – Underground Facilities Protective Organization (315) 437–7333.

Projects/J841329/Base Plan/dwg/Lot 3B

Manlius–Cazenovia Rd. – N.Y.S. Rte. 92



ALTA/NSPS Land Title Survey
Lots 2B, 3A & 4B Trolley Crossing
Pt. of Lot 98 – Town of Manlius
Onondaga Co., N.Y.

Scale 1" = 20'

October 09, 2019
Revd 1/06/2022

D. W. HANNIG L.S., P.C.
SURVEYORS - PLANNERS - CONSULTANTS
THE MARKET PLACE, BUILDING #1
MANLIUS, NEW YORK 13104
PHONE: (315) 682-5225 - FAX: (315) 682-7774

Subject to a Current Abstract of Title

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS.
THE FIELD WORK WAS COMPLETED ON 1/13/2022

DATE OF PLAT OR MAP: 1/13/2022

DAVID W. HANNIG, LS
LICENSE NO.: 047411

STATE OF NEW YORK · DAVID W. HANNIG · OFFICIAL SEAL · NO. 047411 · LICENSED LAND SURVEYOR

Flood Note

FLOOD NOTE: BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.MSC.FEMA.GOV, AND BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE X ON FLOOD INSURANCE RATE MAP NUMBER 36067C 0377 F, WHICH BEARS AN EFFECTIVE DATE OF 11/04/2016 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. BY REVIEWING FLOOD MAPS PROVIDED BY THE NATIONAL FLOOD INSURANCE PROGRAM WE HAVE LEARNED THIS COMMUNITY DOES PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THE ACCURACY OF THE MAPS AND/OR TO APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities – Underground Facilities Protective Organization (315) 437-7333.

Projects/J841329/Base Plan/dwg/ Lots 2B,3B,4B

ARCHITECTS

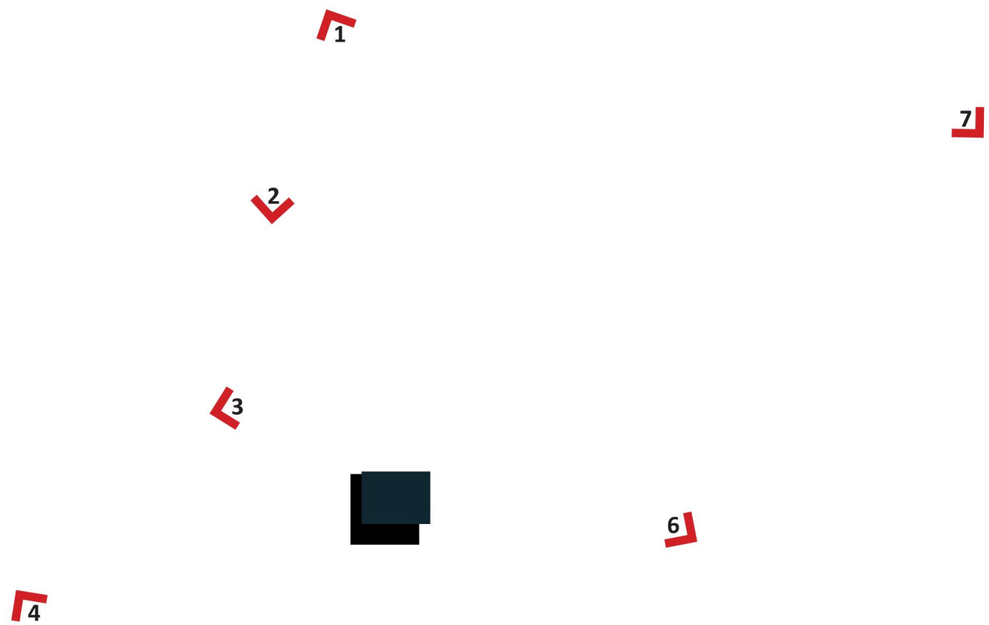
239 E. Water Street - 2nd Fl.
Syracuse, New York 13202
www.in-ARCHITECTS.com

SEVEN PINES RESIDENTIAL CONVERSION

CAZENOVIA ROAD, MANLIUS, NEW YORK

PHOTO PACKAGE

JUNE 3RD, 2022
#22033



ARCHITECTS
239 E. Water Street - 2nd Fl.
Syracuse, New York 13202
www.in-ARCHITECTS.com

SEVEN PINES RESIDENTIAL CONVERSION
CAZENOVIA ROAD, MANLIUS, NY

DESCRIPTION: SITE PLAN

in ARCHITECTS
239 E. Water Street - 2nd Fl.
Syracuse, New York 13202
www.in-ARCHITECTS.com

SEVEN PINES RESIDENTIAL CONVERSION
CAZENOVIA ROAD, MANLIUS, NY

PHOTO NUMBER: 1 & 2

PHOTO TITLE: SIGNAGE / VIEW OF BUILDING 2

ARCHITECTS
239 E. Water Street - 2nd Fl.
Syracuse, New York 13202
www.in-ARCHITECTS.com

SEVEN PINES RESIDENTIAL CONVERSION
CAZENOVIA ROAD, MANLIUS, NY

PHOTO NUMBER: 3 & 4
PHOTO TITLE: VIEWS OF BUILDING '3/4'

ARCHITECTS
239 E. Water Street - 2nd Fl.
Syracuse, New York 13202
www.in-ARCHITECTS.com

SEVEN PINES RESIDENTIAL CONVERSION
CAZENOVIA ROAD, MANLIUS, NY

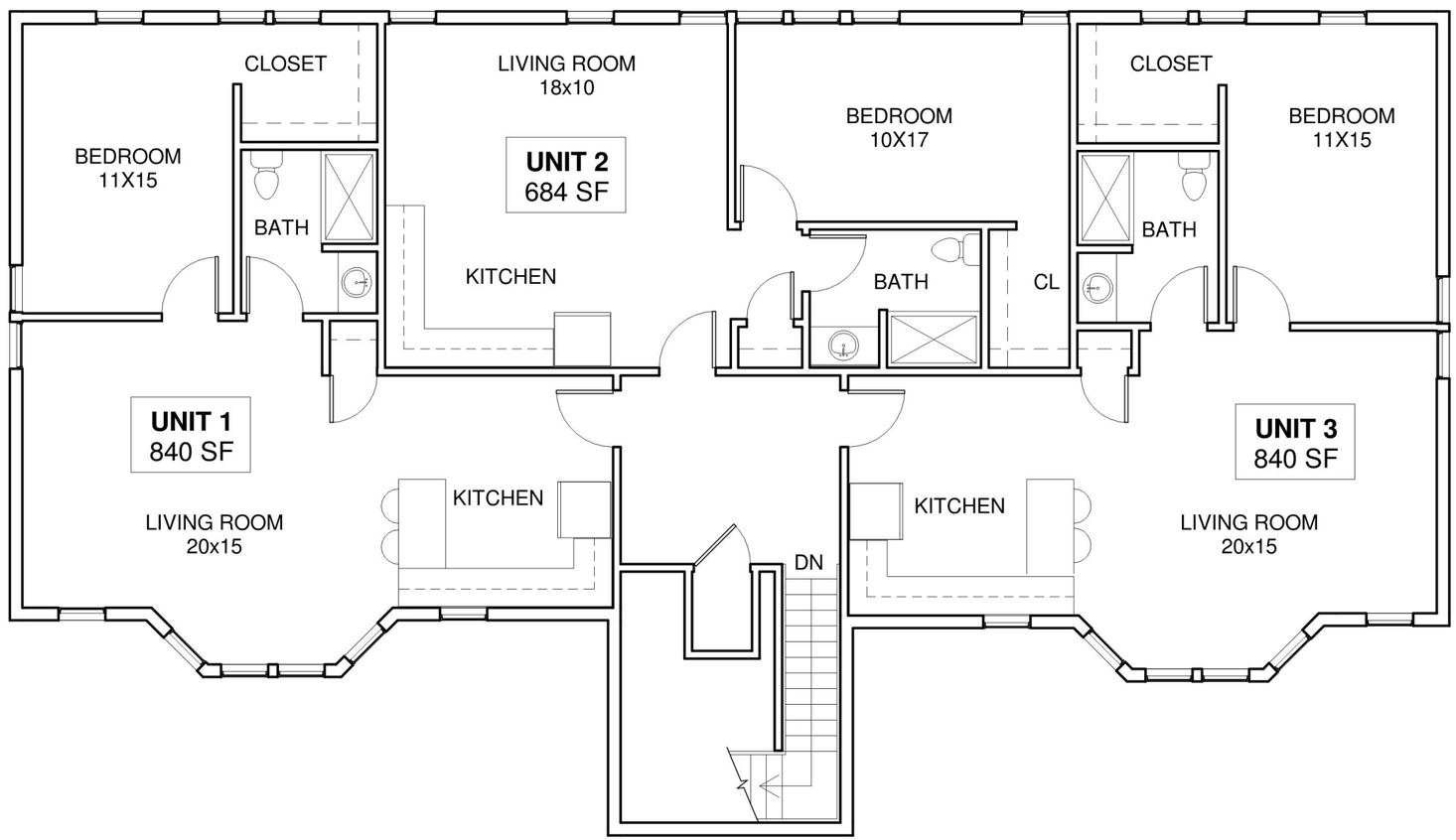
PHOTO NUMBER: 5 & 6

PHOTO TITLE: VIEW OF BUILDING 2 / VIEW OF BUILDING 1

ARCHITECTS
239 E. Water Street - 2nd Fl.
Syracuse, New York 13202
www.in-ARCHITECTS.com

SEVEN PINES RESIDENTIAL CONVERSION
CAZENOVIA ROAD, MANLIUS, NY

PHOTO NUMBER: 7
PHOTO TITLE: VIEW OF BUILDING 3



0' 5' 10' 20'

ARCHITECTS

239 E. Water Street - 2nd Fl.
Syracuse, New York 13202

www.in-ARCHITECTS.com

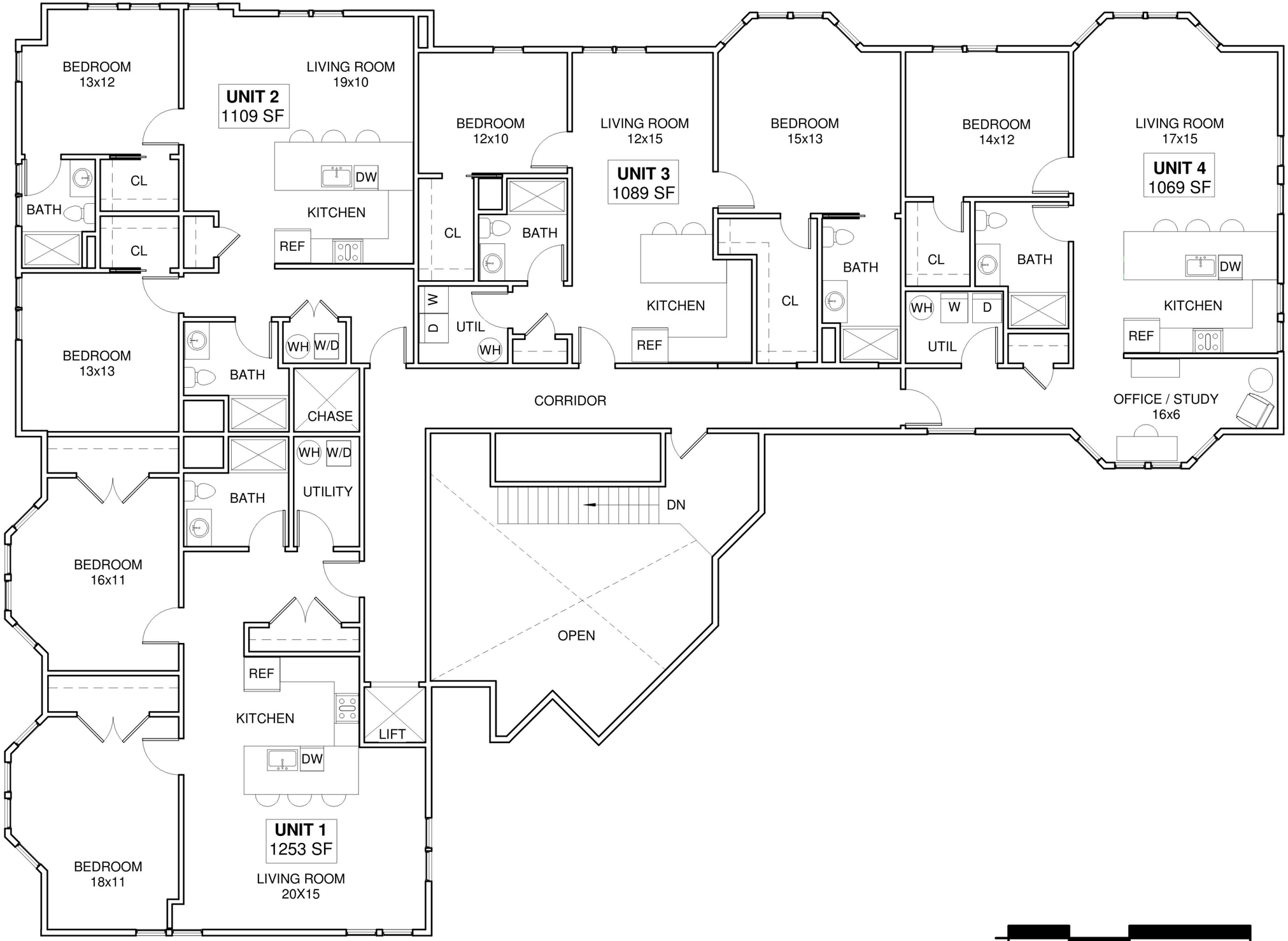
SEVEN PINES
RESIDENTIAL
CONVERSION
CAZENOVIA ROAD,
MANLIUS, NY

DATE: 06/03/2022

SCALE: 1/8" = 1'-0"

SHEET NAME: PROPOSED SECOND FLOOR LAYOUT OF BUILDING 1, 2 & 3

SHEET NUMBER: A-202



ARCHITECTS

239 E. Water Street - 2nd Fl.
Syracuse, New York 13202

www.in-ARCHITECTS.com

SEVEN PINES
RESIDENTIAL
CONVERSION

CAZENOVIA ROAD,
MANLIUS, NY

DATE: 06/03/2022

SCALE: 1/8" = 1'-0"

SHEET NAME: PROPOSED SECOND FLOOR LAYOUT OF BUILDING '3/4'

SHEET NUMBER: A-201

James H. Messenger, Jr.
ATTORNEY AT LAW
The Galleries of Syracuse
440 South Warren Street • Suite 703
Syracuse, New York 13202
Tel: 315.471.3030 • Fax: 315.471.0899
jim@messengerlaw.net

May 20, 2022

James Knittel, AIA
in- Architects
239 E. Water Street – 2nd Floor
Syracuse, New York 13202

RE: Hogan DRS, LLC – Seven Pines project
8104, 8112 and 8116 Manlius-Cazenovia Road, and 8108 Manlius-Cazenovia Road Town of Manlius

Dear Jim:

At the request of Dr. Shashank Bhatt, enclosed is a full size survey of 3 buildings (8104, 8112 and 8116 Manlius-Cazenovia Road) and a separate full size survey for 8108 Manlius-Cazenovia Road, all purchased earlier this year. I have requested a pdf versions from D. W. Hannig surveyors and will forward them to you if and when received. Please email me your email address.

Also enclosed are the legal descriptions for all 4 properties. Only 8108 has an expanded metes and bounds description. The others simply reflect a reference to a filed subdivision map.

Please feel free to contact me if you have any questions. Thank you.

Very truly yours,

James H. Messenger, Jr., Esq.

cc: Shashank Bhatt

SCHEDULE "A"
LEGAL DESCRIPTION
[for Mortgage Policy]

Parcel I [8104 Cazenovia Rd; Town of Manlius SBL # 112.-02-02.7]

all that tract or parcel of land situate in the Town of Manlius, County of Onondaga and State of New York being part of Lot 98 in said town and being more particularly described as Lot 4B according to a map entitled Final Plan Resubdivision of Lot 2A into Lots 2B, 3B and 4B Trolley Crossing made by D.W. Hannig L.S., P.C. dated January 10, 2007 and filed in the Onondaga County Clerk's Office on August 2, 2007 as Map No. 10712.

Parcel II [8112 Cazenovia Rd; Town of Manlius SBL # 112.-02-07.0]

all that tract or parcel of land situate in the Town of Manlius, County of Onondaga and State of New York being part of Lot 98 in said town and being more particularly described as Lot 2B according to a map entitled Final Plan Resubdivision of Lot 2A into Lots 2B, 3B and 4B Trolley Crossing made by D.W. Hannig L.S., P.C. dated January 10, 2007 and filed in the Onondaga County Clerk's Office on August 2, 2007 as Map No. 10712.

Together with a right of way, in comon with others, for ingress and egress between Route 92 and said Lot 2B, as more particularly desribed in an Ingress and Egress Easement dated April 6, 2007 and recorded in the Onondaga County Clerk's Office on March 4, 2008 in Book 5036 of Deeds at page 789 &c.

Parcel III [8116 Cazenovia Rd; Town of Manlius SBL # 112.-02-02.9]

All that tract or parcel of land situate in the Town of Manlius, County of Onondaga and State of New York being part of Lot 98 in said town and being more particularly described as Lot 3A according to a map entitled Final Plan Resubdivision of Lot 2 into Lots 2A and 3A Trolley Crossing made by D.W. Hannig, L.S., P.C. dated November 6, 2006 and filed in the Onondaga County Clerk's Office on February 1, 2007 as Map No. 10600.

Together with a right of way, in comon with others, for ingress and egress between Route 92 and said Lot 3A, as more particularly desribed in an Ingress and Egress Easement dated April 6, 2007 and recorded in the Onondaga County Clerk's Office on February 21, 2008 in Book 5034 of Deeds at page 733 &c.

8108 Manlius Cazenovia Road, Manlius, New York 13104

Tax Map No. 112.-02-06.0

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Manlius, County of Onondaga and State of New York, being part of Farm Lot 98 in said Town, and more particularly described as Lot No. 3B according to a map entitled Rinal Plan Resubdivision of Lot 2A into Lots 2B, 3B & 4B Trolley Crossing made by D. W. Hannig L.S., P.C. dated January 10, 2007 and filed in the Onondaga County Clerk's Office on August 2, 2007 as Map No. 10712 bounded and described as follows:

BEGINNING AT A POINT, said point being the following courses and distances from the easterly line of Whetstone Road: S 44° 10' 42" E 529.22 feet, S 71° 34' 32" W, 34.31 on a curve to left having a radius of 168.00 feet an arc length of 74.60; thence S 46° 08' 06" W 37.67 feet to the point of beginning:

THENCE from said point of beginning along a curve to the left having a radius of 21.00 feet and an arc length of 23.19 feet;

THENCE S 45° 01' 37" E for a distance of 83.52 feet to a point;
THENCE S 43° 16' 39" E for a distance of 12.57 feet to a point;
THENCE S 41° 56' 24" W for a distance of 173.22 feet to a point;
THENCE N 36° 41' 43" W for a distance of 132.00 feet to a point;
THENCE N 53° 08' 09" W for a distance of 25.40 feet to a point;
THENCE N 20° 03' 39" E for a distance of 32.60 feet to a point;
THENCE N 45° 29' 33" E for a distance of 53.32 feet to a point;
THENCE S 89° 30' 27" E for a distance of 19.80 feet to a point;
THENCE N 45° 29' 33" E for a distance of 34.76 feet to a point;
THENCE S 70° 56' 54" E for a distance of 14.46 feet to a point;
THENCE S 44° 58' 14" E for a distance of 16.90 feet to a point;
THENCE N 46° 08' 06" E for a distance of 32.56 feet to a point and place of beginning.

ALSO TOGETHER WITH an ingress and egress easement dated and acknowledged April 6, 2007 and recorded in the Onondaga County Clerk's Office simultaneously herewith, in common with others, over premises more particularly described as follows:

BEGINNING AT A POINT said point being South 44 degrees 10 minutes 42 seconds East, 497.43 feet from the easterly line of Whetstone Road;

THENCE South 44 degrees 10 minutes 42 seconds East for a distance of 31.79 feet along the southerly street line of Manlius-Cazenovia Road to a point;

THENCE South 71 degrees 34 minutes 32 seconds West for a distance of 34.31 feet to a point of a curve;

THENCE along a curve to the left having a radius of 168.02 feet and an arc length of 74.60 feet, being subtended by a chord of South 58 degrees 51 minutes 10 seconds West for a distance of 73.98 feet to a point of tangent;

THENCE South 46 degrees 08 minutes 06 seconds West for a distance of 37.67 feet to a point of curve;

THENCE along a curve to the left having a radius of 21.00 feet and an arc length of 23.19 feet, being subtended by a chord of South 12 degrees 37 minutes 42 seconds West for a distance of 22.21 feet to a point of tangent;

THENCE South 45 degrees 01 minutes 37 seconds East for a distance of 83.52 feet to a point;

THENCE South 43 degrees 16 minutes 39 seconds East for a distance of 64.20 feet to a point;

THENCE South 61 degrees 53 minutes 17 seconds East for a distance of 28.48 feet to a point;

THENCE South 76 degrees 09 minutes 46 seconds East for a distance of 27.83 feet to a point;

THENCE North 88 degrees 07 minutes 19 seconds West for a distance of 62.25 feet to a point;

THENCE North 44 degrees 48 minutes 43 seconds West for a distance of 178.19 feet to a point;

THENCE North 05 degrees 38 minutes 12 seconds East for a distance of 31.25 feet to a point o curve;

THENCE along a curve to the right having a radius of 190.00 feet and an arc length of 84.36 feet, be subtended by a chord of North 58 degrees 51 minutes 12 seconds East for a distance of 83.67 feet to a point of compound curve;

THENCE along a curve to the left having a radius of 35.00 feet and an arc length of 21.90 feet, be subtended by a chord of North 53 degrees 38 minutes 04 seconds East for a distance of 21.54 feet to a point and place of beginning.

ALSO TOGETHER WITH the rights to use and connect to the Drainage, Sanitary Sewer and Water Line Easements and Rights of Way, as they presently exist as shown on the Final Plan Trolley Crossing Amended by David W. Hannig, L.S., P.C. dated December 2, 2005 and filed in the Onondaga County Clerk's Office on April 28, 2006 as Map No. 10409, or as they may exist in the future.

ALSO TOGETHER WITH and subject to a Cross Parking Easement dated and acknowledged April 6, 2007 and recorded in the Onondaga County Clerk's Office on February 21, 2008 in Book 5034 of Deeds at Page 737.

IN THE MATTER Of LOCAL LAW 2022-___ THE APPLICATION OF SHASHANK BHATT FOR A CHANGE OF ZONE FROM COMMERCIAL A (CA) AND RESTRICTED AGRIGULTURAL (RA) TO RESIDENTIAL MULTIPLE USE (RM)	A RESOLUTION ENACTING LOCAL LAW

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom, and broadcast to the Town Facebook page and YouTube on the 12th of October, 2022, at 6:30 p.m.

The meeting was called to order by John T. Deer, Supervisor, and the following were present, namely:

John T. Deer	Supervisor
Sara Bollinger	Councilor
Elaine Denton	Councilor
Alissa Italiano	Councilor
Katelyn M. Kriesel	Councilor
William Nicholson	Councilor
Heather Allison Waters	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, an application has been made to the Town Board by SHASHANK BHATT (the "Applicant") for approval of a zone change from Restricted Agricultural (RA) and

Commercial A (CA), to Residential Mixed-Use (RM) (the "Application") for four (4) parcels of land along NYS Route 92, as set forth below:

(a) Lot 2B – 43,974 acres – 8112 Cazenovia Road – Tax Map No. 112-02-07.0;

(b) Lot 3A – 39,623 sq. ft. +/- - 8116 Cazenovia Road – Tax Map 112.02-02.9;

(c) Lot 3B – 24,835 sq. ft. +/- - 8108 Manlius Cazenovia Road – Tax Map 112-02-06.0;

(d) 4B – 39,211 +/- sq. ft. – 8104 Cazenovia Road – Tax Map 112-02-02.7

(the "Properties");

WHEREAS, the Town Board is considering this zone change under Local Law 2022-___, as set forth below:

LOCAL LAW 2022-_____, A LOCAL LAW AMENDING THE ZONING MAP OF THE TOWN OF MANLIUS:

Be it enacted by the Town Board of the Town of Manlius, Onondaga County, New York as follows:

Section 1. That "The Revised Zoning Ordinance of the Town of Manlius", as amended, and the "Zoning Map of the Town of Manlius", which by provisions of said Zoning Ordinance shall be, and the same hereby are, amended to change the zoning for the improved parcels identified as tax map no. 112-02-07, 112-02-02.7, 112-02-02.9, 112-02-06.0 from Restricted Agricultural (RA) and Commercial A (CA) to Residential Multi-Use (RM), which new RA zoning is set forth for the land on those two surveys:

(1) Land Title Survey dated October 9, 2019 (last updated 1-6-22) entitled, Lots 2B, 3A & 4B Trolley Crossing Pt. of Lot 98 – Town of Manlius Onondaga County, NY, prepared by D.W. Hannig L.S., P.C. Project No. JB841329 and

(2) Lot 3B, Trolley Crossing Pt. of Lot 98 – Town of Manlius Onondaga Co., N.Y., prepared by D.W. Hannig L.S., P.C., dated January 6, 2022, Project No. JB41329 and as set forth more particularly on Exhibit A:

See Exhibit A, Legal Description

Section 2. This law shall take effect upon filing with the New York State Department of State.

WHEREAS, the Town Board desires to create the opportunity for mixed-use development of office building on the Properties given the changing market for office space;

WHEREAS, mixed-use development provides more opportunities for lifestyle and environmental improvements for the residents of the Town of Manlius;

WHEREAS, on October 12, 2022, the Town Board held a public hearing at which time the members of the public were given the opportunity to speak for and against Local Law 2022-__;

WHEREAS, by Resolution dated July 27th, 2022, the Onondaga County Planning Agency determined that there would be no significant adverse inter-community or county-wide implications;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Manlius, County of Onondaga, State of New York, hereby adopts Local Law 2022-___ as set forth in this Resolution; and be it further

RESOLVED, that the Town Clerk is directed to file Local Law 2022-___ within 20 days of adoption of this resolution as set forth in Municipal Home Rule Law.

I, ALLISON WEBER, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 12th day of October 2022; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 12 th day of October, 2022.

DATED: October 12th 2022
Fayetteville, New York

_____

Allison Weber
Town Clerk of the Town of Manlius
Onondaga County, New York

Onondaga County Planning Board

Joanne M. Mahoney
County Executive

RESOLUTION OF THE
ONONDAGA COUNTY PLANNING BOARD

Meeting Date: July 27, 2022
OCPB Case # Z-22-195

WHEREAS, the Onondaga County Planning Board, pursuant to General Municipal Law, Section 239 l, m and n, has considered and reviewed the referral for a ZONE CHANGE from the Town of Manlius Town Board at the request of Shashank Bhatt for the property located at 8104-8110 Cazenovia Road; and

WHEREAS, General Municipal Law Section 239-m allows the County Planning Board to review the adoption or amendment of a zoning ordinance or local law and the site is located within 500 feet of Cazenovia Road (Route 92), a state highway, and the municipal boundary between the Town of Manlius and the Village of Manlius; and

WHEREAS, the applicant is requesting a zone change on four parcels totaling 4 acres from Commercial A (CA) and Restricted Agricultural (RA) to Residential Multiple-Use (RM) to allow for second-floor residential apartments in four office buildings; and

WHEREAS, in 2007, the Board recommended modification of a preliminary subdivision referral (S-07-12) to subdivide 2.5 acres (former Lot 2A) into three proposed lots; the Board recommended modification of two prior subdivision referrals (S-06-137) and (S-06-25) on the property; and

WHEREAS, the site is located in a primarily residential area east of Mill Run Park; Suburban Park apartment complex borders the site to the southeast and other apartment complexes and dwellings exist to the north and west; Syracuse Orthodontics borders the site to the north and the property abuts forested land containing Limestone Creek to the southwest; and

WHEREAS, the submitted survey dated January 6, 2022 shows four contiguous parcels (Seven Pines Office Park) each with a two story building and associated parking areas: Lot 4B (28 spaces), Lot 3B (23 spaces), Lot 2B (23 spaces) and Lot 3A (18 spaces); the eight parking spaces in Lot 3A are encroaching onto the State right-of-way; the survey also shows a Seven Pines sign in the state right-of-way; per the survey, out of the four lots, Lot 4B is the only lot with a driveway on Cazenovia Road, a state road; the survey shows that ingress and egress for Lots 2B, 3A and 3B will be from Lot 4B via an existing ingress/egress easement and notes that this will not change with the zone change;
ADVISORY NOTE: Per the NYS Department of Transportation, signage is not permitted in the state right-of-way and Lot 3A parking cannot encroach onto State property; and

WHEREAS, per the Environmental Assessment Form dated May 30, 2022, the second floors of the existing buildings contain office space that the applicants would like to convert to residential apartments where three of the buildings would have three units and one would have four units; per the EAF, there will be no exterior changes to the buildings and parking will remain the same; and

WHEREAS, three of the four parcels are currently zoned Commercial A (CA) which "is intended to include the commercial, retail, and personal service uses permitted in Residential R-3 and Neighborhood Shopping Zones"; permitted uses in the CA district include artisan (maker), commercial businesses only including wholesale

1100 Civic Center, 421 Montgomery Street, Syracuse, NY 13202 (315) 435-2611, Fax (315) 435-2439

E-mail Address: countyplanning@ongov.ne

establishments, congregate-care services, gathering places, light manufacturing, outdoor display and storage only, places of entertainment, professional offices, personal service establishments, restaurants, and retail sales; uses permitted with a special permit include commercial storage, pet-care services, landing fields, landscaping business, recreational vehicle sales, vehicle repair, and vehicle dealerships; and

WHEREAS, Lot 4B is currently zoned Restricted Agriculture (RA) which allows for any use permitted in R-1 and R-3, two-family dwellings, mobile homes, farms, farm structures, farming, and sale of farm products produced on the farm; with issuance of a special permit, public utility structures, public or private golf courses, dog kennels, and rural occupations are permitted; and

WHEREAS, the applicant is requesting the four parcels be changed to Residential Multiple-Use (R-M) which is "designed to retain the existing residential character of established neighborhoods while permitting unobtrusive uses of a commercial, nonretail nature which are to be regulated in such a manner as to maintain and preserve the residential character of adjacent areas as well as to provide a transition between residential areas and nonresidential areas"; uses permitted within this district include offices of religious and educational institutions, offices of physicians, surgeons, dentists, lawyers, architects, engineers, planners, real estate agents, public stenographers, mailing service without presses, telephone answering services, funeral homes, day-care center, care home, teaching of music, dance or other similar types of instruction, bed-and-breakfast accommodations, dressmaker and/or tailoring, decorator, photographer, art studio, and apartment(s) for residential use; uses involving the preparation of food, shoe repair shops, barbershops, beauty salons and similar uses are expressly excluded from the district; and

WHEREAS, per the Town's zoning map, parcels to the north, east, and southeast are zoned Residential (R-5), parcels to the northwest are zoned Commercial A (CA), parcels to the west are zoned Residential (R-1), and to parcels to the south are zoned Restricted Agriculture (RA); the map shows several parcels further west along Cazenovia Road that are Residential Multiple-Use Districts; and

WHEREAS, per the referral notice, the site is served by public drinking water and no changes to the existing infrastructure are proposed; per the survey, a 10' water easement crosses near the west boundary of Lot 4B and a 20' water line easement crosses Lots 4B and 3B;
ADVISORY NOTE: Given the proposed change in use, the applicant is advised to contact OCWA's Engineering Department to determine the activities and structures permitted within OCWA easements/right-of-ways, water availability and service options, obtain hydrant flow test information, evaluate backflow prevention requirements, and/or request that the Authority conduct hydrant flow testing to assess fire flow availability; and

WHEREAS, per the referral notice, the site is served by public sewers and is located in the Meadowbrook Limestone Wastewater Treatment Plant and Manlius Pump Station service area, an area designated as flow constrained and impacted by excessive wet weather flow; no changes to the existing infrastructure are proposed; several easements cross the site including a 20' sanitary sewer easement crosses through Lots 4B, 3B, and 2B, a storm sewer easement crosses near the west boundary of Lot 4B, and a 20' drainage easement crosses Lots 4B, 3B and 2B;
ADVISORY NOTE: Given the proposed change in use, capacity assurance approval from the Onondaga County Department of Water Environment

Protection (OCDWEP) is required in advance of issuance of a plumbing permit from the County's Plumbing Control Division in order to connect into the public sewer system; the Capacity Assurance Form and approval process can now be found online: http://www.ongov.net/wep/CapacityAssuranceReviews.html ; and

WHEREAS, the site may contain the Northern Long-eared Bat, or its associated habitat, which has been listed by the state or federal government as a threatened or endangered animal species (per EAF Mapper); impacts to bat species are often associated with tree clearing and from the plans it appears that no trees will be removed as part of the proposed project; the site or a portion of it is located in or adjacent to an area designated as sensitive for archaeological sites on the NYS Historic Preservation Office archaeological site inventory (per EAF Mapper); and

WHEREAS, ADVISORY NOTE: Per GML § 239-nn, the legislative body or other authorized body having jurisdiction in a municipality shall give notice to an adjacent municipality when a hearing is held by such body relating to a subdivision, site plan, special use permit, or a use variance on property that is within five hundred feet of an adjacent municipality; such notice shall be given by mail or electronic transmission to the clerk of the adjacent municipality at least ten days prior to any such hearing; and

NOW THEREFORE BE IT RESOLVED, that the Onondaga County Planning Board has determined that said referral will have no significant adverse inter-community or county-wide implications and may consequently be acted on solely by the referring board.

Martin E. Voss, Chairman
Onondaga County Planning Board

1100 Civic Center, 421 Montgomery Street, Syracuse, NY 13202 (315) 435-2611, Fax (315) 435-2439

E-mail Address: countyplanning@ongov.ne

GML 239 Report of Final Action

NYS GML § 239-m.6. and n.6. require the referring body to file a report of the final action it has taken on a referred matter with the county planning agency within 30 days after the final action (separate from the minutes taken at the meeting). A referring body which acts contrary to a County Planning Board recommendation of MODIFICATION or DISAPPROVAL of a referred matter shall also set forth the reasons for the contrary action in such report.

This section to be completed by the Syracuse-Onondaga County Planning Agency

To: Onondaga County Planning Board **From:** Town of Manlius Town Board

Fax: 435-2439 **Phone:** 435-2611

Re:

Applicant: Shashank Bhatt
Address: at 8104-8110 Cazenovia Road
Referral Type: ZONE CHANGE
OCPB Date: July 27, 2022
OCPB Action: No Position
OCPB Case #: Z-22-195

The local board took the following action regarding the above referenced referral (Check one box. If checking Other, please specify the final action taken. Use the space at the bottom of the report to identify reasons if acting contrary to the OCPB recommendation.):

☐ Approved the proposed action with regard to the OCPB's No Position or No Position with Comment.
☐ Approved the proposed action as modified by the OCPB.
☐ Approved the proposed action contrary to some of the modifications recommended by the OCPB.*
☐ Approved the proposed action contrary to all of the modifications recommended by the OCPB.*
☐ Approved the proposed action contrary to the disapproval recommended by the OCPB.*

☐ Disapproved the proposed action with regard to the OCPB's no position or no position with comment.
☐ Disapproved the proposed action with regard to the recommended modification(s) by the OCPB.
☐ Disapproved the proposed action as recommended and for reasons set forth by the OCPB.
☐ Disapproved the proposed action as recommended but for reasons other than those set forth by the OCPB. (Please list reasons below for local disapproval.)

☐ Other _____

Local Board Date: _____

*List reasons for acting contrary to the OCPB recommendation and include a copy of the local board resolution. Attach additional reasons on a separate sheet of paper as necessary.

_____
_____
_____
_____

IN THE MATTER

of

Contracting with the Village of Fayetteville, New York, for Fire Protection and Emergency Ambulance Service for the FAYETTEVILLE FIRE PROTECTION DISTRICT of the TOWN OF MANLIUS

RESOLUTION AUTHORIZING FIRE PROTECTION AND EMERGENCY AMBULANCE SERVICE AGREEMENT AFTER PUBLIC HEARING

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom which was broadcast on the Town Facebook page and YouTube on 12th day of October 2022 at 6:30 p.m.

The meeting was called to order by John Deer, Supervisor, and the following were present, namely:

John Deer	Supervisor
Sara Bollinger	Councilor
Elaine Denton	Councilor
Katelyn Kriesel	Councilor
Alissa Italiano	Councilor
William Nicholson	Councilor
Heather Waters	Councilor

The following resolution was moved, seconded and adopted:

DRAFT

WHEREAS, there has been duly established in the Town of Manlius a Fire Protection District known as "**FAYETTEVILLE FIRE PROTECTION DISTRICT OF THE TOWN OF MANLIUS**"; and

WHEREAS, the Town Board of the Town of Manlius by Resolution duly adopted on September 28, 2022 called a Public Hearing on October 12th, 2022 at 6:35 p.m., to be held virtually and in-person, to consider the proposition of contracting with the Village of Fayetteville, New York, for fire protection and emergency ambulance service to be furnished by said Village to the Fayetteville Fire Protection District of the Town of Manlius and, at the same time and place, to hear all persons interested in the subject thereof; and

WHEREAS, a notice of said Public Hearing was duly published as required by law; and

WHEREAS, the Public Hearing in the matter was duly held at the time and place aforesaid, and all persons desiring to be heard having been heard,

NOW, THEREFORE, be it

RESOLVED, that the Town Board of the Town of Manlius contract with the Village of Fayetteville, New York, which maintains a Volunteer Fire Department, for the furnishing of fire protection and emergency ambulance service to the Fayetteville Fire Protection District of the Town of Manlius upon substantially the same form, terms and substance hereinafter set forth and that an Agreement be executed on behalf of the Town Board by the members thereof, with such changes as shall be consistent with this Resolution as the Town Supervisor shall approve on the advice of counsel to the Town, to wit:

AGREEMENT

THIS AGREEMENT, made this 12th day of October 2022, by and between the Town of Manlius, Onondaga County, New York, (hereinafter designated as the "Town"), and the Village of Fayetteville, of the Town of Manlius, Onondaga County, New York (hereinafter designated as the "Village"):

WITNESSETH:

WHEREAS, the Village maintains a Volunteer Fire Department (hereinafter designated as the "Fire Department") and an emergency ambulance service, each comprised of volunteer and paid personnel under the supervision of the Village Board of the Village (hereinafter designated as the "Village Board"); and

WHEREAS, there has heretofore been duly established in the Town a Fire Protection District known as "FAYETTEVILLE FIRE PROTECTION DISTRICT OF THE TOWN OF MANLIUS" (hereinafter designated as the "District"), embracing territory in the Town surrounding said Village, which such territory is more fully described in the resolution establishing said District as reestablished and redefined in certain resolutions of the Town Board of the Town (hereinafter designated as the "Town Board") adopted October 6, 1971; and

WHEREAS, following a Public Hearing duly called and held on October 12, 2022, the Town Board duly authorized an Agreement with the Village upon the terms and provisions herein set forth; and

WHEREAS, this Agreement has been duly authorized by the Village Board; and

WHEREAS, the Fire Department, the Fayetteville Volunteer Fire Company (hereinafter designated as the "Company"), and the Emergency Rescue and First Aid Squad of said Fire Department and said Company has heretofore duly consented to the furnishing of fire and emergency ambulance service and to the execution of this Agreement;

NOW, THEREFORE, in consideration of the payment herein agreed to be paid by the Town to the Village, the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. The Village shall furnish fire protection and emergency ambulance service to the District during the term of this Agreement in the manner following, to wit:

(a) The Fire Department shall at all times during the period of this Agreement be subject to calls for attendance upon any fire occurring in said District, and when notified of a fire within the District, such Fire Department shall respond and attend upon the fire, without delay, with suitable equipment, including, but not limited to, suitable ladders, pumping and hose apparatus, and upon arriving at the scene of the fire, the firemen of the Village attending shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save life and property in connection therewith; and

(b) The Emergency Rescue and First Aid Squad of the Fire Department and the Company shall provide at all times during the period of this Agreement emergency ambulance service in said District as that term is described in Section 209-b(1)(a) of the General Municipal Law of the State of New York.

2. The Village shall be responsible for any loss or damage whatever which shall be sustained to the fire or emergency ambulance service apparatus of said Village in answering, attending upon, or returning from a call for assistance in said District under the terms of this Agreement, whether sustained in the District or outside thereof, and irrespective of the cost thereof.

3. On or before February 15, 2023, the Town shall pay to the Village a total sum of $2,025,093.00 to be levied and assessed against the real taxable property in said District liable to assessment for such purpose and to be collected with Town taxes. The Village hereby agrees to

accept the said sum in full payment for furnishing aid and the use of its fire or emergency ambulance service apparatus and for performing all of the things on its part to be performed by the terms hereof during the period of this Agreement as hereinafter set forth. In support of sum paid, the Village will provide the Town a statement detailing the revenues, operating expenses and capital expenses budgeted for fire and emergency ambulance service. Revenues budgeted will be based on actual revenues collected as presented in the AUD Report by the Village for its prior fiscal year. The Village will meet periodically with Town representatives to discuss fire and emergency ambulance service and present their budget and related operating activities to the Town Board at a Public Hearing.

4. The Town acknowledges and consents that the Village shall charge, bill and collect fees to persons using the emergency ambulance service within the District under this Agreement, all of which shall be applied to determine the Town's payment described in Section 3.

5. The Village shall, at its own expense, secure a policy or policies of insurance issued by an insurance company or companies duly authorized by law to issue the same and authorized to do business in the State of New York, and shall deliver to the Town satisfactory evidence of the issuance thereof, which said policy or policies shall contain provisions insuring the Village, Town and District against any and all liability, both jointly and severally, including liability for Workers' Compensation and other compensation and any liability created under the provisions of the General Municipal Law of the State of New York, or otherwise, which may become payable by reason of injury to, or death of, any volunteer fireman, or injury to, or death of, any other person or of damage to property for which, under the law, either the Village, Town or District may be liable, by reason of operations within the limits of said District by the Fire Department or the Emergency Rescue and First Aid Squad of the Fire Department and the Company.

The Village will maintain both Commercial General Liability Insurance and Umbrella Liability Insurance with minimum contractual coverage for the benefit of the Town and District in the aggregate amount of $1,000,000/$2,000,000 and $3,000,000/$5,000,000, respectively, and will furnish a Certificate of Insurance to the Town and District showing the aggregate coverage obtained. The Certificate of Insurance will be issued in advance of the Town's payment described in Section 3.

6. The Village shall hold the Town and District harmless of and from all loss and expense of every name and nature arising out of the furnishing of fire protection and emergency ambulance service to said District during the term of this Agreement up to a monetary limit of $5,000,000, as is equal to the minimum monetary limits of such Commercial General Liability Insurance and the Umbrella Liability Insurance the Village secures pursuant to Section 5. It is agreed and understood by the parties hereto, however, that $5,000,000 shall serve as a measure of the maximum amount for which the Village shall be liable hereunder. Failure of any such policy to cover a loss for which the Village is otherwise responsible hereunder, however, shall not relieve the Village from responsibility therefore. The Town's right to indemnification pursuant to this provision is in addition to all of its common law rights and any other rights of any name or nature whatsoever and shall not constitute an election of remedies. In addition, the obtaining of any liability insurance coverage by any party hereto for the purpose of protecting its interests in relation to the subject of this Agreement, or otherwise, shall not constitute an election of remedies.

7. Members of the Fire Department and the Emergency Rescue and First Aid Squad of the Fire Department and the Company, while engaged in the performance of their duties in

answering, attending upon or returning from any call provided for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village.

8. This Agreement shall be for the calendar year 2023, commencing January 1, 2023 and remaining in effect through December 31, 2023.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement this day of , 2022.

TOWN OF MANLIUS

By: _____
Supervisor

ATTEST:

_____
Town Clerk

VILLAGE OF FAYETTEVILLE

By: _____
Mayor

ATTEST:

_____
Village Clerk

FAYETTEVILLE VOLUNTEER FIRE COMPANY and the EMERGENCY RESCUE and FIRST AID SQUAD

By: _____
Fire Chief

; and be it further

RESOLVED, that the Town Supervisor shall be authorized to execute and deliver said contract substantially in the form set forth hereinabove with such changes as the Town Supervisor

upon the advice of counsel to the Town shall deem necessary, provided such changes are consistent with this Resolution.

I, ALLISON WEBER, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 12th day of October, 2022; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I, FURTHER CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 12th day of October, 2022.

DATED: October 12, 2022
Fayetteville, New York

_____
ALLISON WEBER
Town Clerk of the Town of Manlius
Onondaga County, New York

Fayetteville Fire Department

The Fayetteville Fire Department provides fire, rescue and EMS services to approximately 23,000 citizens over 18 square miles, with an average on scene time of just over five minutes. The membership of the Fayetteville Fire Department consists of approximately 100 volunteers and 13 career staff.

2023 Budget Presentation

Fayetteville Fire Department

The Fayetteville Fire Coverage is 18 square miles and covers the Village of Fayetteville and a portion of the Town of Manlius.

2022 Calls (Jan - Aug)

- **626 Fire & Rescue Calls**

  264 district 362 mutual aid
- **2017 Ambulance Calls**

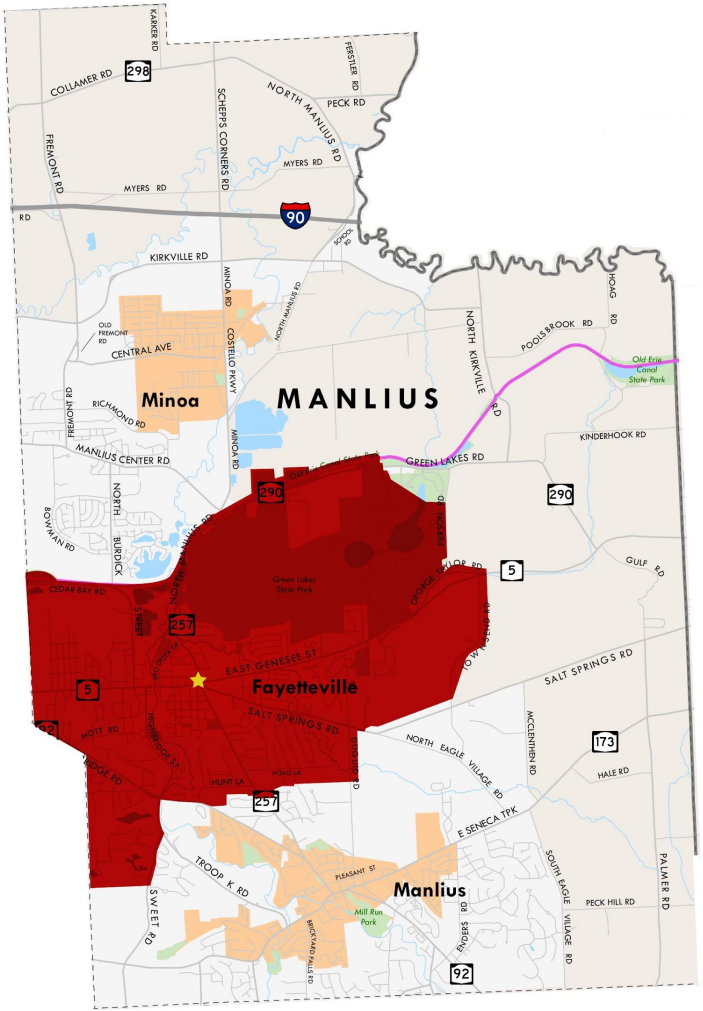
  1427 district 590 mutual aid

2021 Calls

- **776 Fire & Rescue Calls**

  393 district 776 mutual aid
- **2551 Ambulance Calls**

  1689 district 862 mutual aid



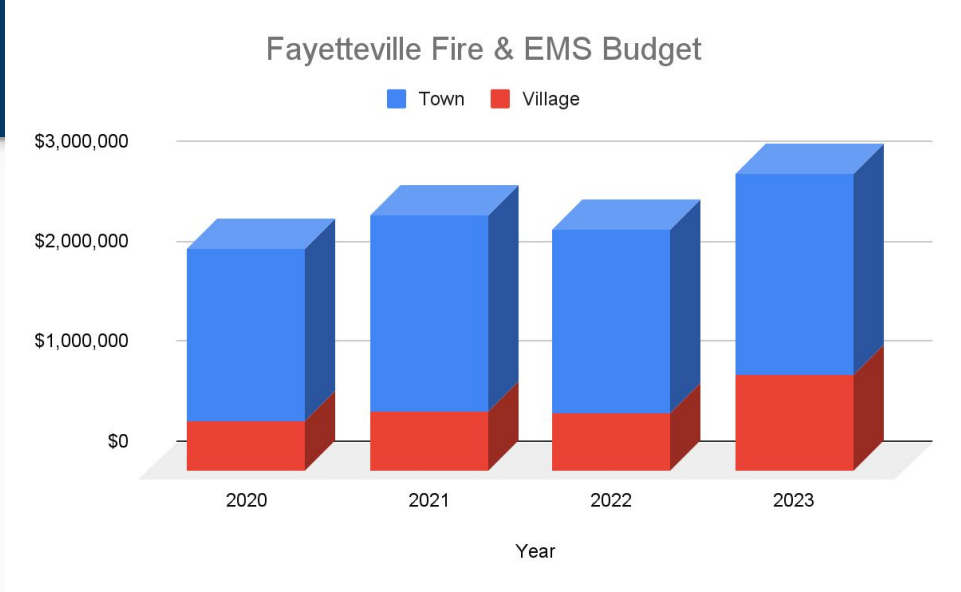
70 volunteers
17 career

Members provided approximately 8,554 hours in training during drills & classes.

28,878 hours of in station standby.

THANK YOU!

Village of Fayetteville Fire & EMS Budget



Total Budget 2022 - 2023

	Fire & EMS Operating	Revenue	Total Operating Expenses
Town of Manlius (67%)	$2,624,743	$623,968	$2,000,775
Village of Fayetteville (33%)	$1,272,627	$307,327	$965,300
Total	$3,600,512	$931,295	$2,966,075

Village of Fayetteville Fire & Ambulance Budget 2022 - 2023

OPERATING EXPENSES

$2,956,876

+

CAPITAL EXPENSES

$940,494

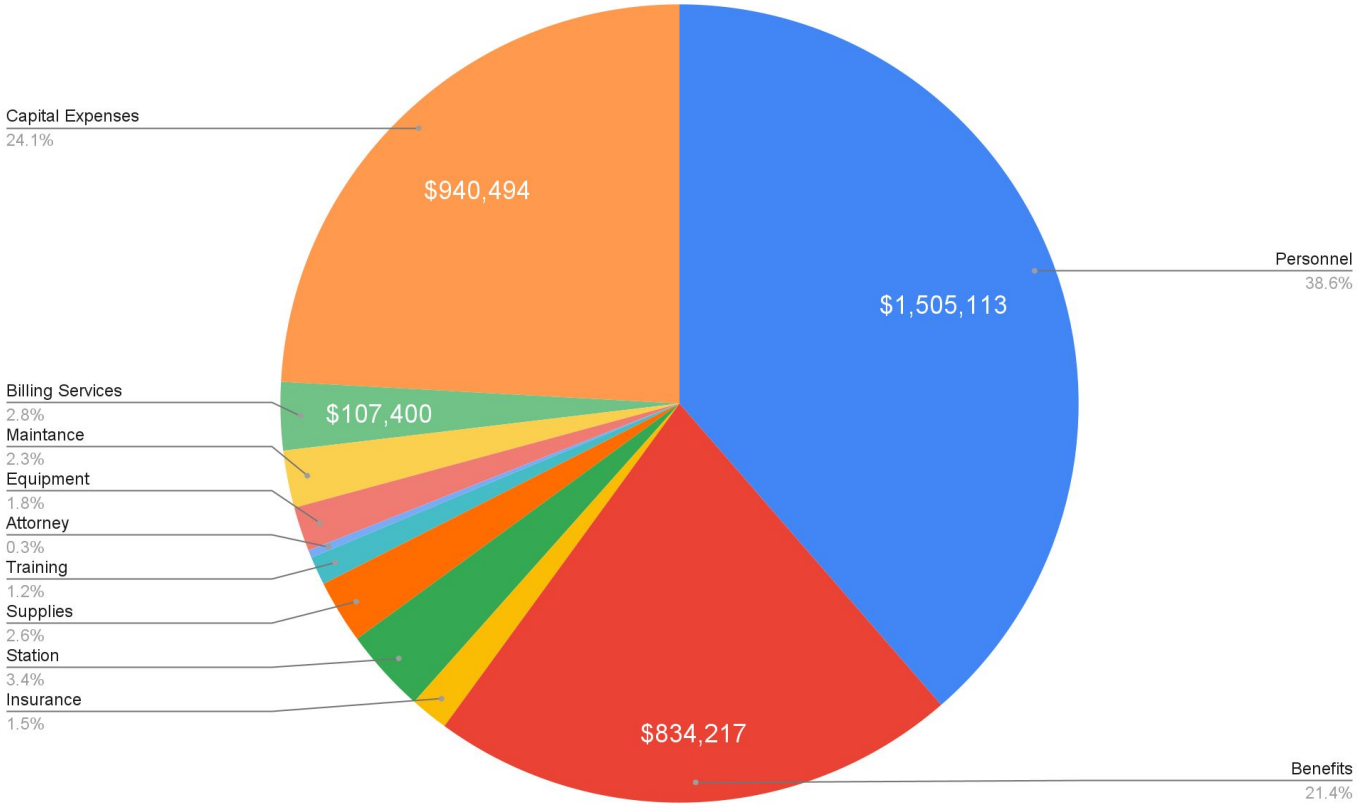
-

REVENUE

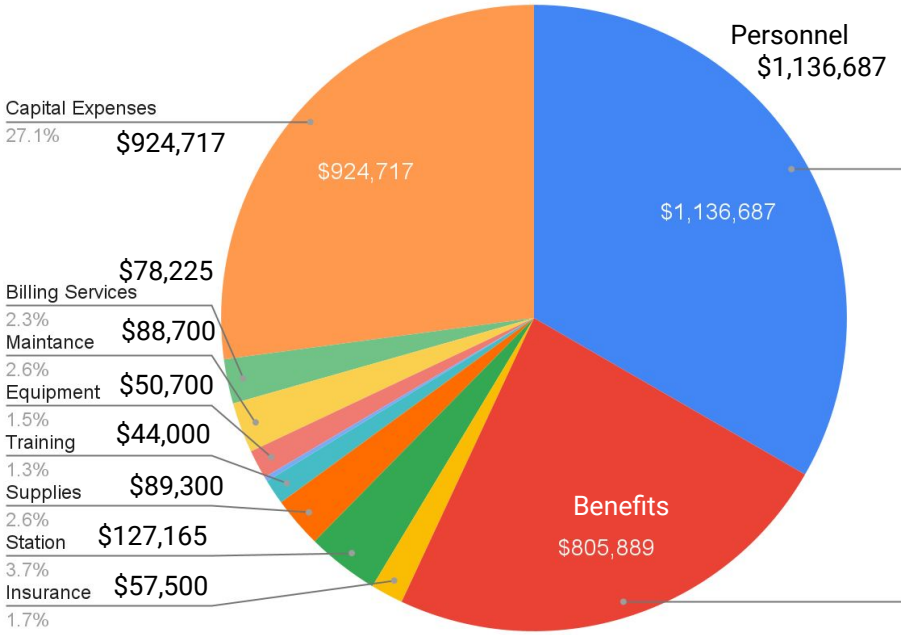
$931,295

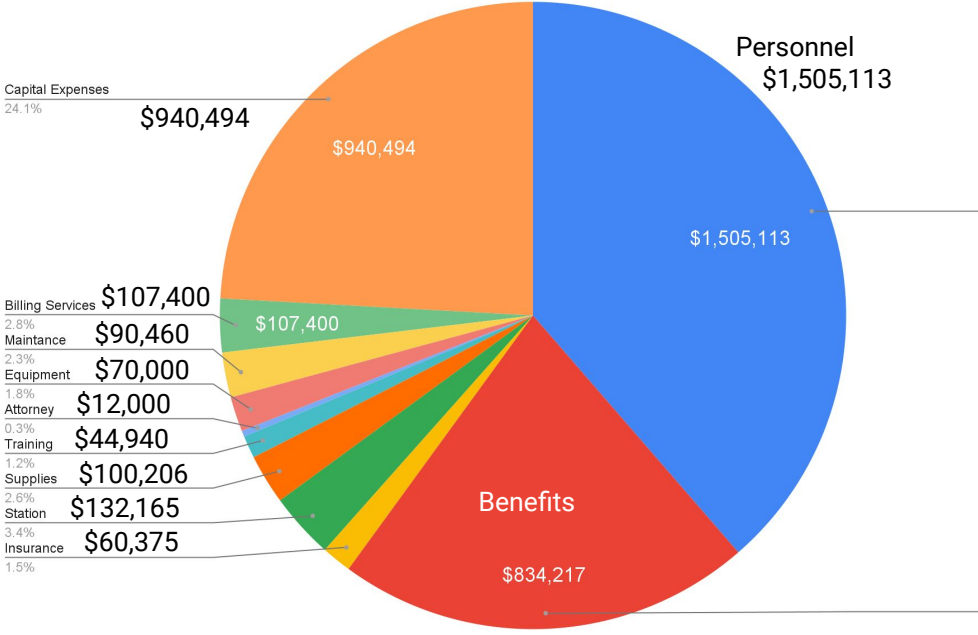
TOTAL

$2,966,075



Village of Fayetteville Fire Department Operating Expenses 2021-22 to 2022-23





2021-2022

OPERATING EXPENSES

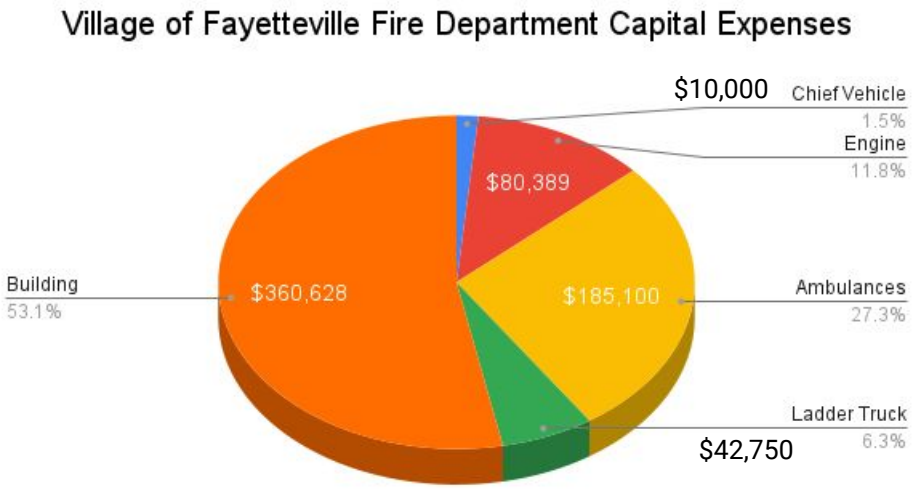
$3,410,883

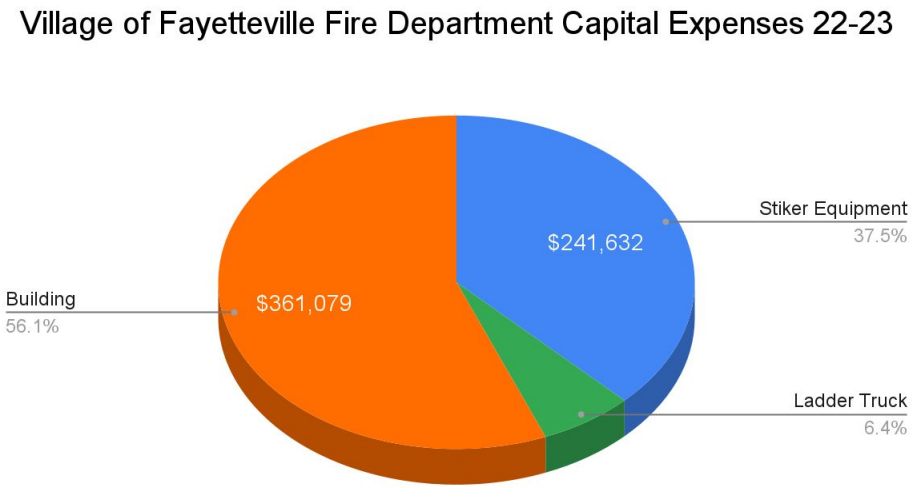
2022-2023

OPERATING EXPENSES

$3,897,370

Village of Fayetteville Fire Department Capital Expenses 2021-22 to 2022-23





2021-2022 CAPITAL EXPENSES

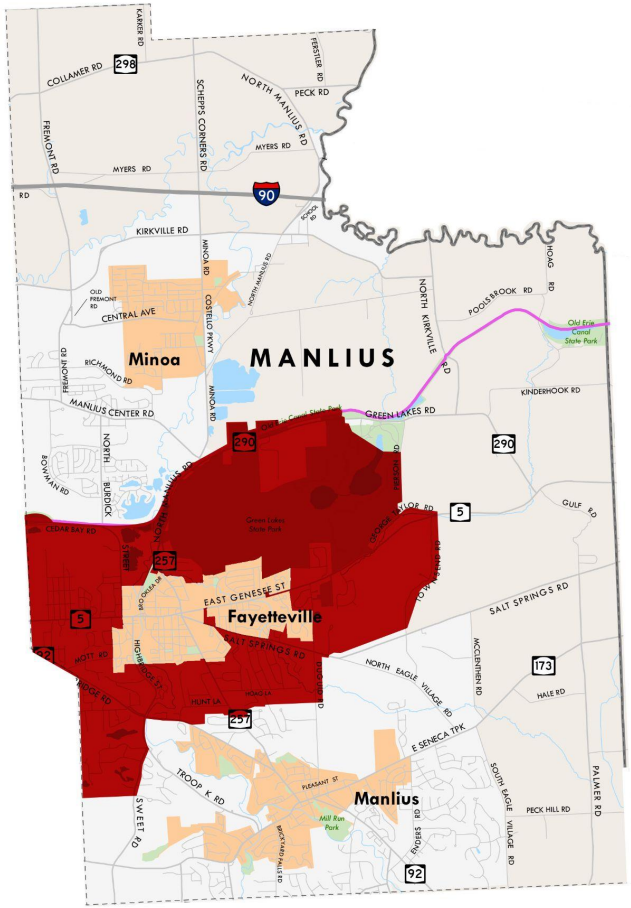
$678,867

2022-2023 CAPITAL EXPENSES

$643,636

***Last payment on ladder truck**

*** These charts only show the Town of Manlius portion of the capital expenses**



Fayetteville Fire Protection*

(Special District)

Tax Rate (per $1,000 of Assessed Value)

2023	2022	Change
2.9182	2.9619	- 0.0437

Example Fire Tax Calculation

Assessed Value	2023	2022	Change
200,000	$583.64	$592.38	- $8.74

*Fayetteville Fire Protection District only applies to red area on map

FAYETTEVILLE

FAYETTEVILLE

FAYETTEVILLE
FIRE DEPT.

FAYETTEVILLE
FIRE DEPT.

FAYETTEVILLE
FAYETTEVILLE
AMBULANCE
A-1
DIAL
911

FAYETTEVILLE
FIRE DEPARTMENT

Volunteer with Fayetteville Fire & EMS!

Learn how at https://www.fayettevillefd.org or email recruitment2012@fayettevillefd.org

OPEN HOUSE

October 15, 2022

10AM - 2PM

Thank You!

IN THE MATTER

of

Contracting with the Village of Fayetteville, New York, for Fire Protection and Emergency Ambulance Service for the FAYETTEVILLE FIRE PROTECTION DISTRICT of the TOWN OF MANLIUS

RESOLUTION AUTHORIZING FIRE PROTECTION AND EMERGENCY AMBULANCE SERVICE AGREEMENT AFTER PUBLIC HEARING

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom which was broadcast on the Town Facebook page and YouTube on 12th day of October 2022 at 6:30 p.m.

The meeting was called to order by John Deer, Supervisor, and the following were present, namely:

John Deer	Supervisor
Sara Bollinger	Councilor
Elaine Denton	Councilor
Katelyn Kriesel	Councilor
Alissa Italiano	Councilor
William Nicholson	Councilor
Heather Waters	Councilor

The following resolution was moved, seconded and adopted:

DRAFT

WHEREAS, there has been duly established in the Town of Manlius a Fire Protection District known as "**FAYETTEVILLE FIRE PROTECTION DISTRICT OF THE TOWN OF MANLIUS**"; and

WHEREAS, the Town Board of the Town of Manlius by Resolution duly adopted on September 28, 2022 called a Public Hearing on October 12th, 2022 at 6:35 p.m., to be held virtually and in-person, to consider the proposition of contracting with the Village of Fayetteville, New York, for fire protection and emergency ambulance service to be furnished by said Village to the Fayetteville Fire Protection District of the Town of Manlius and, at the same time and place, to hear all persons interested in the subject thereof; and

WHEREAS, a notice of said Public Hearing was duly published as required by law; and

WHEREAS, the Public Hearing in the matter was duly held at the time and place aforesaid, and all persons desiring to be heard having been heard,

NOW, THEREFORE, be it

RESOLVED, that the Town Board of the Town of Manlius contract with the Village of Fayetteville, New York, which maintains a Volunteer Fire Department, for the furnishing of fire protection and emergency ambulance service to the Fayetteville Fire Protection District of the Town of Manlius upon substantially the same form, terms and substance hereinafter set forth and that an Agreement be executed on behalf of the Town Board by the members thereof, with such changes as shall be consistent with this Resolution as the Town Supervisor shall approve on the advice of counsel to the Town, to wit:

AGREEMENT

THIS AGREEMENT, made this 12th day of October 2022, by and between the Town of Manlius, Onondaga County, New York, (hereinafter designated as the "Town"), and the Village of Fayetteville, of the Town of Manlius, Onondaga County, New York (hereinafter designated as the "Village"):

WITNESSETH:

WHEREAS, the Village maintains a Volunteer Fire Department (hereinafter designated as the "Fire Department") and an emergency ambulance service, each comprised of volunteer and paid personnel under the supervision of the Village Board of the Village (hereinafter designated as the "Village Board"); and

WHEREAS, there has heretofore been duly established in the Town a Fire Protection District known as "FAYETTEVILLE FIRE PROTECTION DISTRICT OF THE TOWN OF MANLIUS" (hereinafter designated as the "District"), embracing territory in the Town surrounding said Village, which such territory is more fully described in the resolution establishing said District as reestablished and redefined in certain resolutions of the Town Board of the Town (hereinafter designated as the "Town Board") adopted October 6, 1971; and

WHEREAS, following a Public Hearing duly called and held on October 12, 2022, the Town Board duly authorized an Agreement with the Village upon the terms and provisions herein set forth; and

WHEREAS, this Agreement has been duly authorized by the Village Board; and

WHEREAS, the Fire Department, the Fayetteville Volunteer Fire Company (hereinafter designated as the "Company"), and the Emergency Rescue and First Aid Squad of said Fire Department and said Company has heretofore duly consented to the furnishing of fire and emergency ambulance service and to the execution of this Agreement;

NOW, THEREFORE, in consideration of the payment herein agreed to be paid by the Town to the Village, the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. The Village shall furnish fire protection and emergency ambulance service to the District during the term of this Agreement in the manner following, to wit:

(a) The Fire Department shall at all times during the period of this Agreement be subject to calls for attendance upon any fire occurring in said District, and when notified of a fire within the District, such Fire Department shall respond and attend upon the fire, without delay, with suitable equipment, including, but not limited to, suitable ladders, pumping and hose apparatus, and upon arriving at the scene of the fire, the firemen of the Village attending shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save life and property in connection therewith; and

(b) The Emergency Rescue and First Aid Squad of the Fire Department and the Company shall provide at all times during the period of this Agreement emergency ambulance service in said District as that term is described in Section 209-b(1)(a) of the General Municipal Law of the State of New York.

2. The Village shall be responsible for any loss or damage whatever which shall be sustained to the fire or emergency ambulance service apparatus of said Village in answering, attending upon, or returning from a call for assistance in said District under the terms of this Agreement, whether sustained in the District or outside thereof, and irrespective of the cost thereof.

3. On or before February 15, 2023, the Town shall pay to the Village a total sum of $1,994,075.00 to be levied and assessed against the real taxable property in said District liable to assessment for such purpose and to be collected with Town taxes. The Village hereby agrees to

accept the said sum in full payment for furnishing aid and the use of its fire or emergency ambulance service apparatus and for performing all of the things on its part to be performed by the terms hereof during the period of this Agreement as hereinafter set forth. In support of sum paid, the Village will provide the Town a statement detailing the revenues, operating expenses and capital expenses budgeted for fire and emergency ambulance service. Revenues budgeted will be based on actual revenues collected as presented in the AUD Report by the Village for its prior fiscal year. The Village will meet periodically with Town representatives to discuss fire and emergency ambulance service and present their budget and related operating activities to the Town Board at a Public Hearing.

4. The Town acknowledges and consents that the Village shall charge, bill and collect fees to persons using the emergency ambulance service within the District under this Agreement, all of which shall be applied to determine the Town's payment described in Section 3.

5. The Village shall, at its own expense, secure a policy or policies of insurance issued by an insurance company or companies duly authorized by law to issue the same and authorized to do business in the State of New York, and shall deliver to the Town satisfactory evidence of the issuance thereof, which said policy or policies shall contain provisions insuring the Village, Town and District against any and all liability, both jointly and severally, including liability for Workers' Compensation and other compensation and any liability created under the provisions of the General Municipal Law of the State of New York, or otherwise, which may become payable by reason of injury to, or death of, any volunteer fireman, or injury to, or death of, any other person or of damage to property for which, under the law, either the Village, Town or District may be liable, by reason of operations within the limits of said District by the Fire Department or the Emergency Rescue and First Aid Squad of the Fire Department and the Company.

The Village will maintain both Commercial General Liability Insurance and Umbrella Liability Insurance with minimum contractual coverage for the benefit of the Town and District in the aggregate amount of $1,000,000/$2,000,000 and $3,000,000/$5,000,000, respectively, and will furnish a Certificate of Insurance to the Town and District showing the aggregate coverage obtained. The Certificate of Insurance will be issued in advance of the Town's payment described in Section 3.

6. The Village shall hold the Town and District harmless of and from all loss and expense of every name and nature arising out of the furnishing of fire protection and emergency ambulance service to said District during the term of this Agreement up to a monetary limit of $5,000,000, as is equal to the minimum monetary limits of such Commercial General Liability Insurance and the Umbrella Liability Insurance the Village secures pursuant to Section 5. It is agreed and understood by the parties hereto, however, that $5,000,000 shall serve as a measure of the maximum amount for which the Village shall be liable hereunder. Failure of any such policy to cover a loss for which the Village is otherwise responsible hereunder, however, shall not relieve the Village from responsibility therefore. The Town's right to indemnification pursuant to this provision is in addition to all of its common law rights and any other rights of any name or nature whatsoever and shall not constitute an election of remedies. In addition, the obtaining of any liability insurance coverage by any party hereto for the purpose of protecting its interests in relation to the subject of this Agreement, or otherwise, shall not constitute an election of remedies.

7. Members of the Fire Department and the Emergency Rescue and First Aid Squad of the Fire Department and the Company, while engaged in the performance of their duties in

answering, attending upon or returning from any call provided for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village.

8. This Agreement shall be for the calendar year 2023, commencing January 1, 2023 and remaining in effect through December 31, 2023.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement this day of , 2022.

TOWN OF MANLIUS

By: _____
Supervisor

ATTEST:

_____
Town Clerk

VILLAGE OF FAYETTEVILLE

By: _____
Mayor

ATTEST:

_____
Village Clerk

FAYETTEVILLE VOLUNTEER FIRE COMPANY and the EMERGENCY RESCUE and FIRST AID SQUAD

By: _____
Fire Chief

; and be it further

RESOLVED, that the Town Supervisor shall be authorized to execute and deliver said contract substantially in the form set forth hereinabove with such changes as the Town Supervisor

upon the advice of counsel to the Town shall deem necessary, provided such changes are consistent with this Resolution.

I, ALLISON WEBER, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 12th day of October, 2022; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I, FURTHER CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 12th day of October, 2022.

DATED: October 12, 2022
Fayetteville, New York

_____
ALLISON WEBER
Town Clerk of the Town of Manlius
Onondaga County, New York

IN THE MATTER

of

Contracting with the Village of Manlius, New York, for Fire Protection and Emergency Ambulance Service for the MANLIUS FIRE PROTECTION DISTRICT of the TOWN OF MANLIUS

RESOLUTION AUTHORIZING FIRE PROTECTION AND EMERGENCY AMBULANCE SERVICE AGREEMENT AFTER PUBLIC HEARING

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom which was broadcast on the Town Facebook page and YouTube on the 12th of October, 2022, at 6:30 p.m.

The meeting was called to order by John Deer, Supervisor, and the following were present, namely:

John Deer	Supervisor
Sara Bollinger	Councilor
Elaine Denton	Councilor
Katelyn Kriesel	Councilor
Alissa Italiano	Councilor
William Nicholson	Councilor
Heather Waters	Councilor

The following resolution was moved, seconded and adopted:

Draft

WHEREAS, there has been duly established in the Town of Manlius a Fire Protection District known as **"MANLIUS FIRE PROTECTION DISTRICT OF THE TOWN OF MANLIUS"**; and

WHEREAS, the Town Board of the Town of Manlius by Resolution duly adopted on September 28, 2022, called a Public Hearing on October 12th 2022 at 6:35 p.m., to be held in person and virtually and broadcast live on the Town Facebook page and YouTube, to consider the proposition of contracting with the Village of Manlius, New York, for fire protection and emergency ambulance service to be furnished by said Village to the Manlius Fire Protection District of the Town of Manlius and, at the same time and place, to hear all persons interested in the subject thereof; and

WHEREAS, a notice of said Public Hearing was duly published as required by law; and

WHEREAS, the Public Hearing in the matter was duly held at the time and place aforesaid, and all persons desiring to be heard having been heard,

NOW, THEREFORE, be it

RESOLVED, that the Town Board of the Town of Manlius contract with the Village of Manlius, New York, which maintains a Volunteer Fire Department, for the furnishing of fire protection and emergency ambulance service to the Manlius Fire Protection District of the Town of Manlius upon substantially the same form, terms and substance hereinafter set forth and that an Agreement be executed on behalf of the Town Board by the members thereof, with such changes as shall be consistent with this Resolution as the Town Supervisor shall approve on the advice of counsel to the Town, to wit:

Draft

AGREEMENT

THIS AGREEMENT, made this 12th day of October 2022, by and between the Town of Manlius, Onondaga County, New York, (hereinafter designated as the "Town"), and the Village of Manlius, Onondaga County, New York (hereinafter designated as the "Village"):

WITNESSETH:

WHEREAS, the Village maintains a Volunteer Fire Department (hereinafter designated as the "Fire Department") and an emergency ambulance service (hereinafter designated as the "Ambulance Service"), each comprised of volunteer and paid personnel under the supervision of the Board of Trustees of the Village (hereinafter designated as the "Village Board"); and

WHEREAS, the Manlius Fire Company has heretofore duly consented to the furnishing of fire protection and emergency ambulance service and to the execution of this Agreement, and

WHEREAS, the Fire Department and the Ambulance Service has heretofore duly consented to the furnishing of fire and emergency ambulance service and to the execution of this Agreement; and

WHEREAS, there has heretofore been duly established in the Town a Fire Protection District known as "Manlius Fire Protection District of the Town of Manlius" (hereinafter designated as the "District"), embracing territory in the Town surrounding said Village, which such territory is more fully described in the resolution establishing said District as reestablished and redefined in certain resolutions of the Town Board of the Town of Manlius (hereinafter designated as the "Town Board") adopted October 6, 1971; and

WHEREAS, following a Public Hearing duly called and held on October 12th 2022, the Town Board duly authorized an Agreement with the Village upon the terms and provisions

Draft

herein set forth; and

WHEREAS, this Agreement has been duly authorized by the Village Board; and

NOW THEREFORE, in consideration of the payments herein agreed to be paid by the Town to the Village, the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. The Village shall furnish fire protection and emergency ambulance service within the District during the term of this Agreement in the manner following, to wit:

(a) The Fire Department shall at all times during the period of this Agreement be subject to calls for attendance upon any fire occurring in said District, and when notified of a fire within the District, such Fire Department shall respond and attend upon the fire, without delay, with suitable equipment, including, but not limited to, suitable ladders, pumping and hose apparatus, and upon arriving at the scene of the fire, the firemen of the Village attending shall proceed diligently and in every way reasonably suggested to extinguish the fire and to save the life and property in connection herewith; and

(b) The Ambulance Service shall provide at all times during the period of this Agreement emergency ambulance service in said District as that term is described in Section 122-b of the General Municipal Law of the State of New York.

2. The Village shall be responsible for any loss or damage whatever which shall be sustained to the fire or emergency ambulance service apparatus of said Village in answering, attending upon, or returning from a call for assistance in said District under the terms of this Agreement, whether sustained in the District or outside thereof, and irrespective of the cost thereof.

3. On or before February 15, 2023, the Town shall pay to the Village a total sum of

Draft

$1,582,416.55 to be levied and assessed against the real taxable property in said District liable to assessment for such purpose and to be collected with Town taxes. The Village hereby agrees to accept the said sum in full payment for furnishing aid and the use of its fire or emergency ambulance service apparatus and for performing all of the things on its part to be performed by the terms hereof during the period of this Agreement as hereinafter set forth. In support of the sum paid, the Village will provide the Town a statement detailing the revenues, operating expenses and capital expenditures budgeted for fire and emergency ambulance service. Revenues budgeted will be based on actual revenues collected as presented in the AUD Report submitted by the Village to NYS for its prior fiscal year. The Village will meet periodically with Town representatives to discuss fire and emergency ambulance service and present their budget and related operating activities to the Town Board at a Public Hearing.

4. The Town acknowledges and consents that the Village shall charge, bill and collect fees to persons using the Ambulance Service within the District under this Agreement, all of which shall be applied to determine the Town's payment described in Section 3.

5. The Village shall, at its own expense, secure a policy or policies of insurance issued by an insurance company or companies duly authorized by law to issue the same and authorized to do business in the State of New York, and shall deliver to the Town satisfactory evidence of the issuance thereof, which said policy or policies shall contain provisions insuring the Village, Town and District against any and all liability, including liability for Workers' Compensation and other compensation and any liability created under the provisions of the General Municipal Law of the State of New York, or otherwise, which may become payable by reason of injury to, or death of, any volunteer fireman, or injury to, or death of, any other person or of damage to property for which, under the law, either the Village, Town or District may be liable, by reason

Draft

of operations within the limits of said District by the Fire Department or the Ambulance Service.

The Village will maintain both Commercial General Liability Insurance and Umbrella Liability Insurance with minimum contractual coverage for the benefit of the Town and District in the aggregate amount of $1,000,000/$2,000,000 and $3,000,000/$5,000,000, respectively, and will furnish a Certificates of Insurance to the Town and District showing the aggregate coverage obtained. The Certificate of Insurance will be issued in advance of the Town's payment described in Section 3.

6. The Village shall hold the Town and District harmless of and from all loss and expenses of every name and nature arising out of the furnishing of fire protection and emergency ambulance service to said District during the term of this Agreement up to a monetary limit of $5,000,000, as is equal to the minimum monetary limits of such Commercial General Liability Insurance and the Umbrella Liability Insurance the Village secures pursuant to Section 5. It is agreed and understood by the parties hereto, however, that $5,000,000 shall serve as a measure of the maximum amount for which the Village shall be liable hereunder. Failure of any such policy to cover a loss for which the Village is otherwise responsible hereunder, however, shall not relieve the Village from responsibility therefore. The Town's right to indemnification pursuant to this provision is in addition to all of its common law rights and any other rights of any name or nature whatsoever and shall not constitute an election of remedies. In addition, the obtaining of any liability insurance coverage by any party hereto for the purpose of protecting its interests in relation to the subject of this Agreement, or otherwise, shall not constitute an election of remedies.

7. Members of the Fire Department and the Ambulance Service, while engaged in the performance of their duties in answering, attending upon, or returning from any call provided

for by this Agreement, shall have the same rights, privileges and immunities as if performing the same in the Village.

8. This Agreement shall be for the calendar year 2023, commencing January 1, 2023 and remaining in effect through December 31, 2023.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement this 12th day of October 2022.

ATTEST:

_____
Town Clerk

TOWN OF MANLIUS

By: _____
Supervisor

ATTEST:

_____
Village Clerk

VILLAGE OF MANLIUS

By: _____
Mayor

The undersigned hereby consent to the written Agreement for outside service.

MANLIUS FIRE COMPANY

By: _____
President

VILLAGE OF MANLIUS
AMBULANCE SERVICE

By: _____
Administrative Assistant

VILLAGE OF MANLIUS
MANLIUS FIRE DEPARTMENT

By: _____
Fire Chief

; and be it further

Draft

RESOLVED, that the Town Supervisor shall be authorized to execute and deliver said contract substantially in the form set forth hereinabove with such changes as the Town Supervisor upon the advice of counsel to the Town shall deem necessary, provided such changes are consistent with this Resolution.

I, ALLISON WEBER, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a special meeting of the Board duly called and held on the 12th day of October 2022; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I, FURTHER CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 12th day of October 2022.

DATED: October 12, 2022

Fayetteville, New York

_____

ALLISON WEBER
Town Clerk of the Town of Manlius
Onondaga County, New York

Draft

Manlius Fire Department

The Manlius Fire Department provides Fire and Emergency Medical Services to the Village of Manlius, the Town of Manlius and the Town of Pompey. The Fire Department covers approximately 27 square miles of both residential, commercial and agricultural properties.

2023 Budget Presentation

Manlius Fire Department

The Manlius Fire Coverage is 27 square miles and covers the Village of Manlius, the Town of Manlius and the Town of Pompey.

2022 Calls (Jan - Aug)

- **510 Fire & Rescue Calls**

  273 district 273 mutual aid
- **1,627 Ambulance Calls**

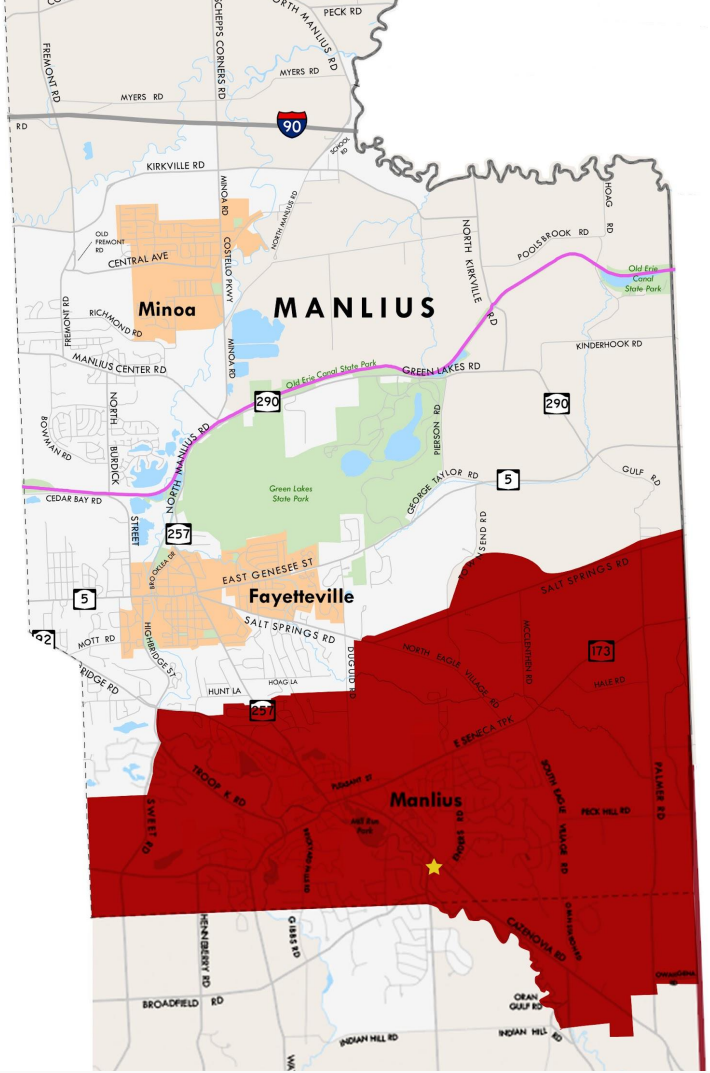
  1,153 district 474 mutual aid

2021 Calls

- **712 Fire & Rescue Calls**

  352 district 360 mutual aid
- **2,019 Ambulance Calls**

  1,391 district 628 mutual aid



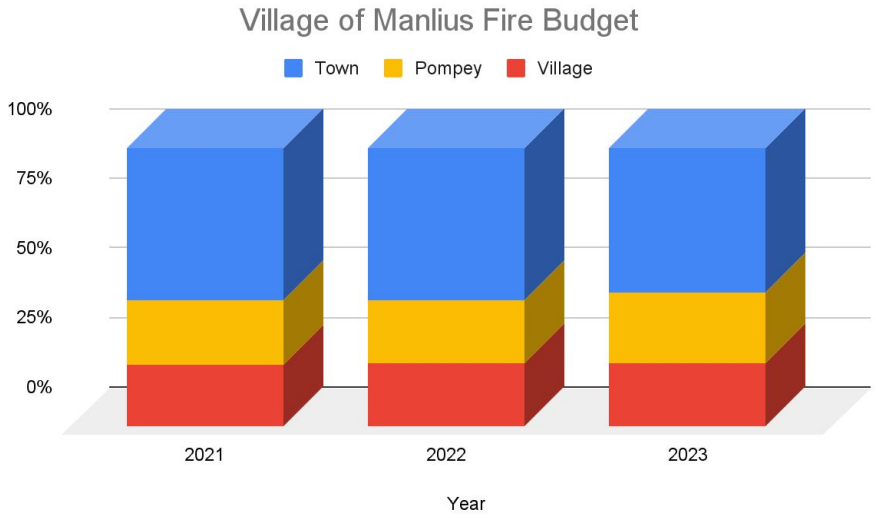
51 volunteers
14 career

Members provided approximately 4,396 hours in training during drills & classes.

37,390 volunteer & career duty hours 2021

THANK YOU!

Village of Manlius Fire & EMS Budget



Total Budget 2022 - 2023

	Fire Budget	EMS Budget	Total Budget
Town of Manlius (54.7%)	$522,197	$1,060,219	$1,582,416
Town of Pompey (23.5%)	$255,446	$518,634	$774080
Village of Manlius (21.8%)	$289,462	$404,677	$694,139
	Fire Total $1,067,105	EMS Total $1,983,530	Total $3,050,636

Village of Manlius Fire Operating Expenses 2022 - 2023

OPERATING EXPENSES

$1,077,419

+

CAPITAL EXPENSES

$281,219

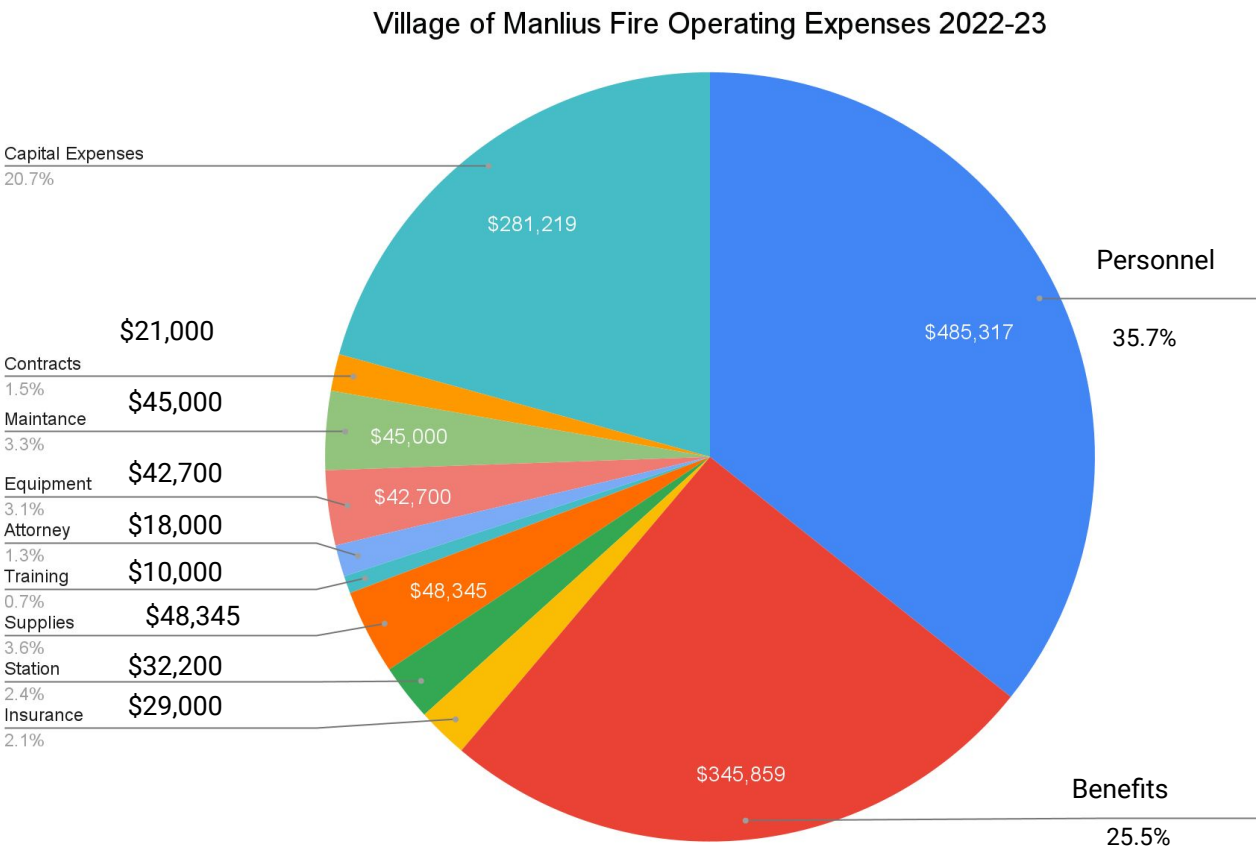
-

REVENUE

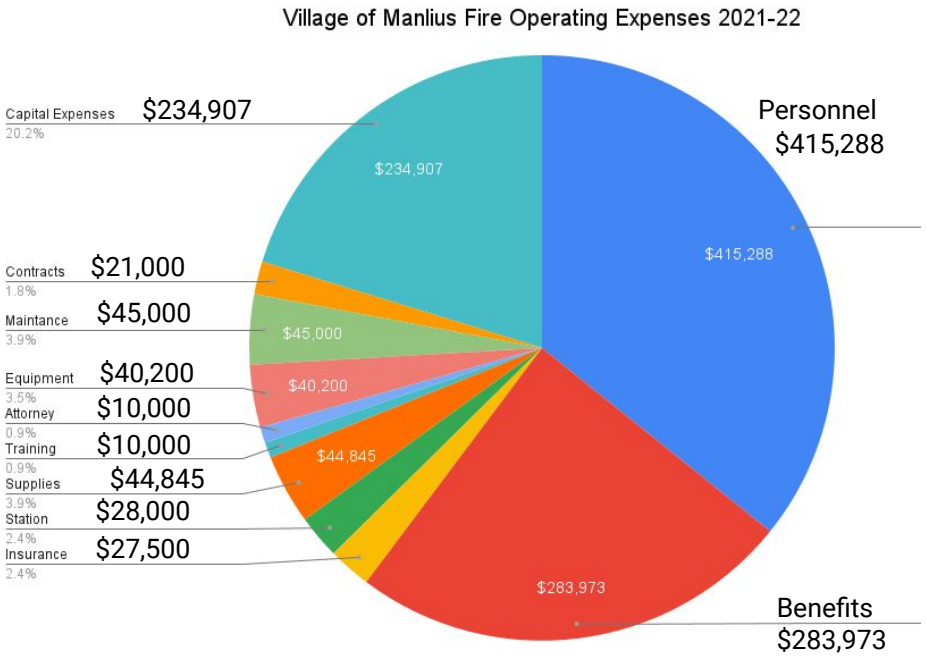
$86,500

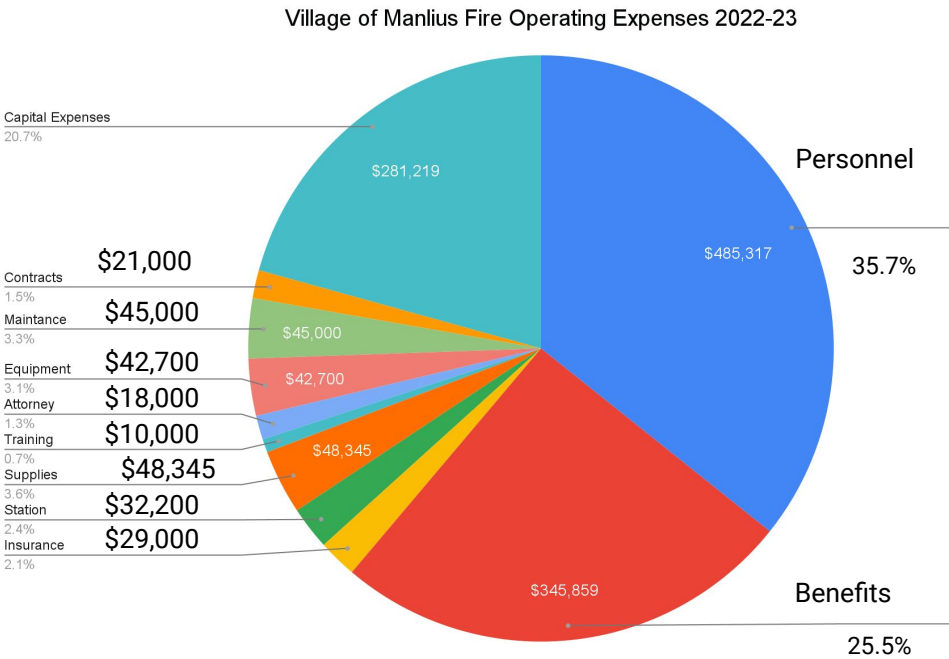
TOTAL

$1,272,140



Village of Manlius Fire Operating Expenses 2021-22 to 2022-23





2021-2022

OPERATING EXPENSES

$1,160,713

2022-2023

OPERATING EXPENSES

$1,358,640

Village of Manlius EMS Operating Expenses 2022 - 2023

OPERATING EXPENSES

$1,902,601

+

CAPITAL EXPENSES

$545,895

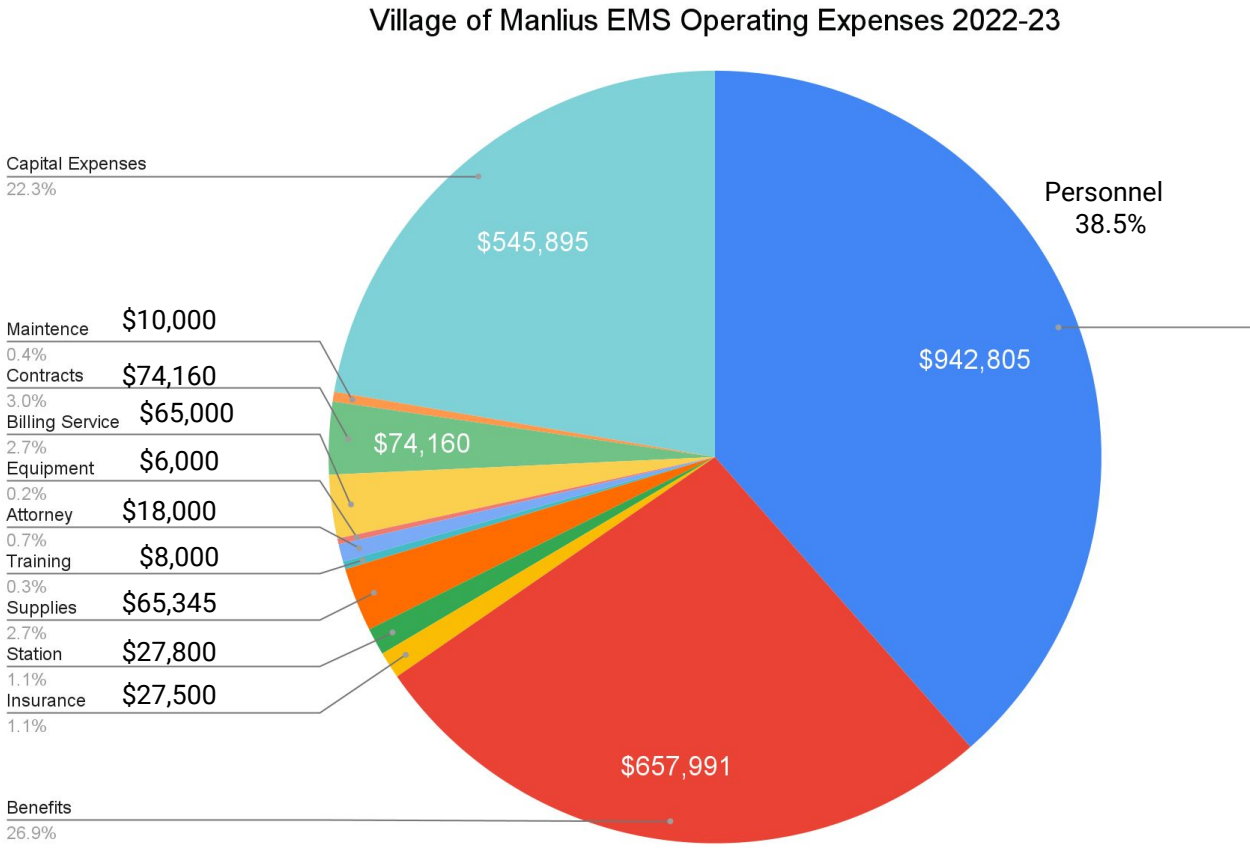
-

REVENUE

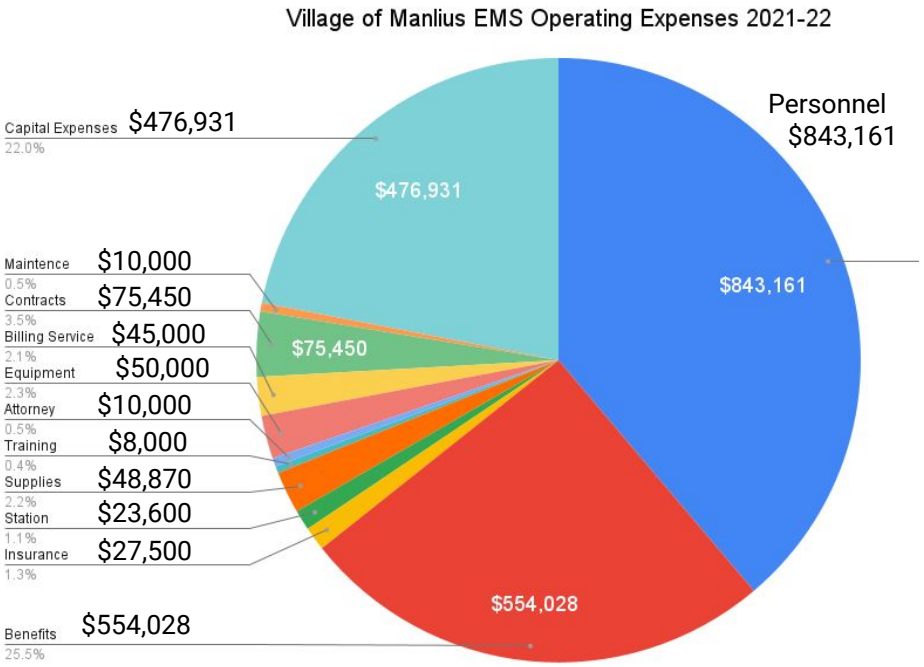
$670,000

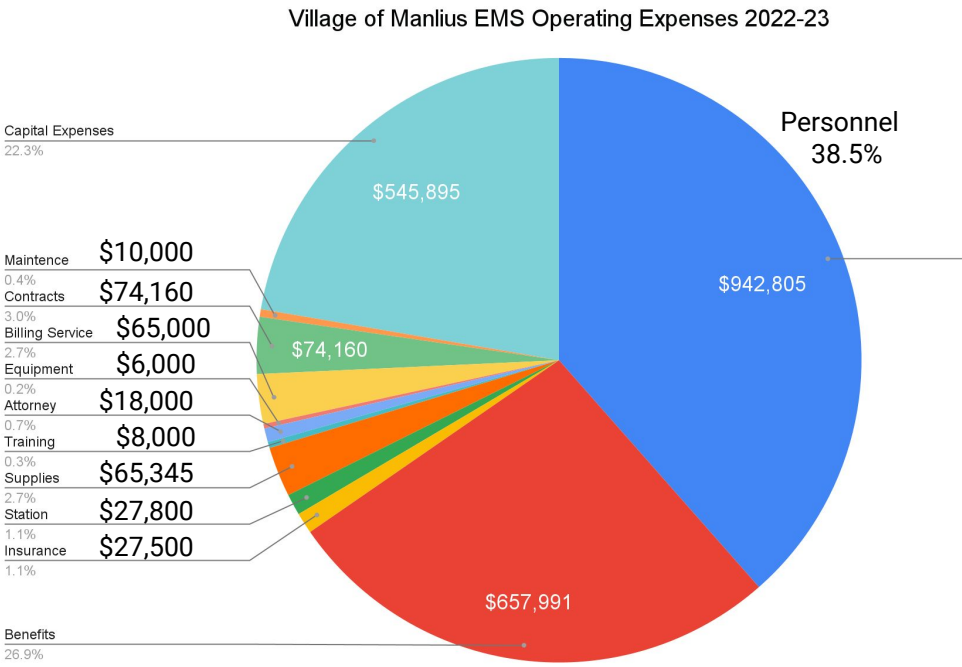
TOTAL

$1,778,496



Village of Manlius EMS Operating Expenses 2021-22 to 2022-23





2021-2022

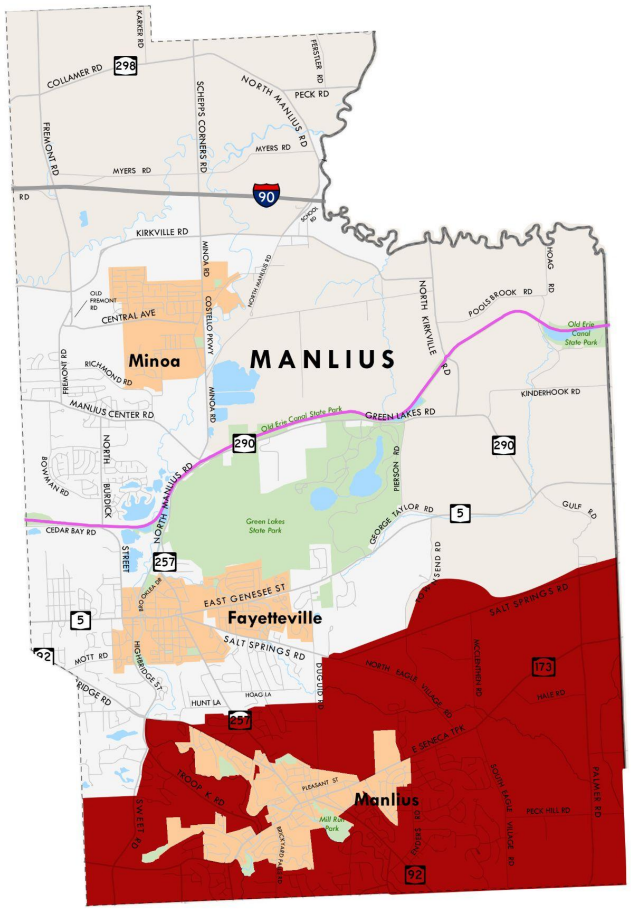
OPERATING EXPENSES

$2,172,540

2022-2023

OPERATING EXPENSES

$2,448,496



Manlius Fire Protection*

(Special District)

Tax Rate (per $1,000 of Assessed Value)

2022	2023	Change
1.8183	1.95	+.01317

Example Fire Tax Calculation

Assessed Value	2022	2023	Change
200,000	$363.66	$390	+ $26.34

*Manlius Fire Protection District only applies to red area on map

Truck 2

Ambulance 1 & 2

M1

TP-6 - Tanker

MC1 - Medic Car

Volunteer with Manlius Fire & EMS!

Learn how at www.manliusfire.com

OPEN HOUSE

October 15, 2022

10AM - 2PM

Thank You!

IN THE MATTER Of **Setting date for a public hearing regarding entering into a contract with the Village of Minoa to provide ambulance and fire services to the MINOA FIRE PROTECTION DISTRICT**	**RESOLUTION CALLING FOR PUBLIC HEARING**

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, and virtually on the platform commonly referred to as Zoom which was broadcast on the Town Facebook page and YouTube on the 12th of October 2022, at 6:30 p.m.

The meeting was called to order by John Deer, Supervisor, and the following were present, namely:

John Deer	Supervisor
Sara Bollinger	Councilor
Elaine Denton	Councilor
Alissa Italiano	Councilor
Katelyn Kriesel	Councilor
William Nicholson	Councilor
Heather Allison Waters	Councilor

The following resolution was moved, seconded and adopted:

WHEREAS, the Manlius Town Board has been presented with a contract by the Village of Minoa to provide fire and ambulance services to the Minoa Fire Protection District by the Village of Minoa Fire Department;

WHEREAS, the cost of such services as proposed in the contract is approximately $1,241,693 for a one-year period beginning January 1, 2023 through December 31, 2023;

WHEREAS, pursuant to Section 184(2) of the Town Law, a public hearing, upon at least 10 days notice, is required before the Board can enter into such contract;

WHEREAS, a copy of said contract has been filed with the Clerk of the Town of Manlius and is available for inspection during ordinary business hours of the Town;

NOW, THEREFORE, BE IT ORDERED that a public hearing before the Town Board shall be held at 301 Brooklea Drive, Town of Manlius, State of New York on the 26th day of October, 2022 at 6:35 p.m. to consider said contract to enter into fire and ambulance services for the Minoa Fire Protection District.

I, ALLISON WEBER, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 12th day of October, 2022; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I HEREBY CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 12th day of October, 2022.

DATED: October 12th 2022
Fayetteville, New York

_____

ALLISON WEBER
Town Clerk of the Town of Manlius
Onondaga County, New York

BoardSafe

604 Crisscross Road, Fleetwood, PA 19522
610-899-0286 (o) 484-575-9201 (f)

BoardSafe Docks is a wholly owned subsidiary of Northeast Products and Services, Inc.

September 28, 2022

Town of Manlius, Onondaga County, New York

Subject: Accessible Floating Dock and Kayak Launch at Poolsbrook

We are pleased to submit our proposal to provide and install the kayak launch and precast bulkhead to the site at Poolsbrook. All work will be completed in accordance with the RFP specifications.

Pricing

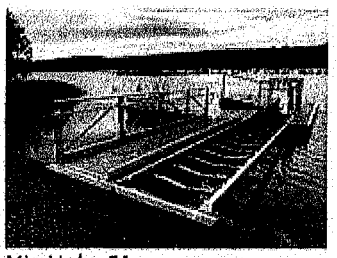
- Manufacturing, Equipment and Bonding.....$52,139.11
- Shipping.....$3,093.00
- Installation Labor.....$2,612.10

Payment Terms

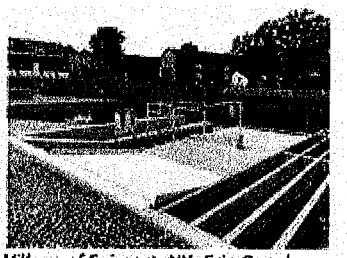
- 50% at time of order placement
- 35% when manufacturing is complete
- Balance when installation is complete

Miscellaneous

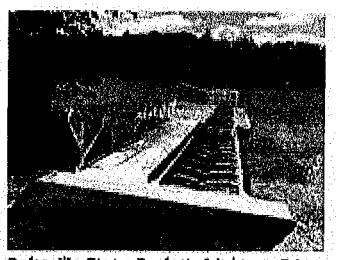
- Excavation and base stone are not included in above pricing and are to be provided by customer.
- Pricing valid for 30 days.
- Lawn restoration is not included in the above pricing.
- Access to the site with a forklift must be provided.
- Taxes are not included.



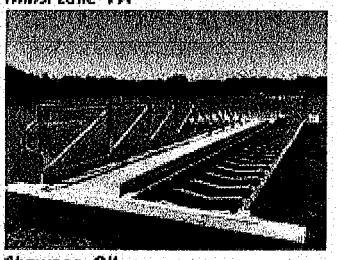
Minsi Lake- PA



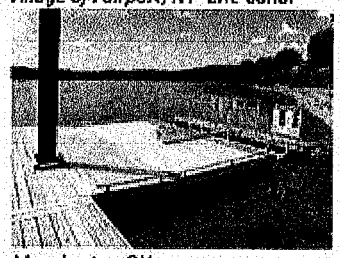
Village of Fairport, NY- Erie Canal



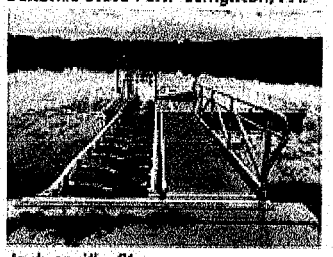
Beltzville State Park- Lehighton, PA.



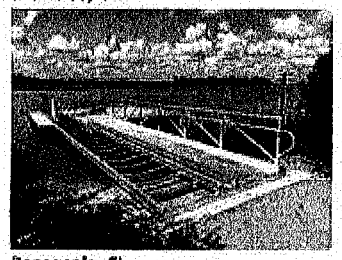
Shawnee, OK



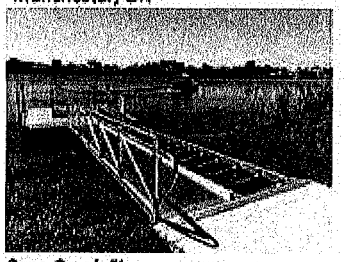
Manchester, OH



Jacksonville, FL

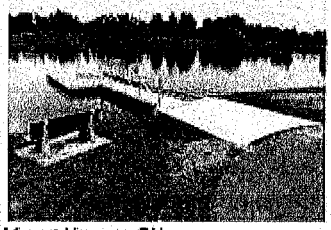


Pensacola, FL

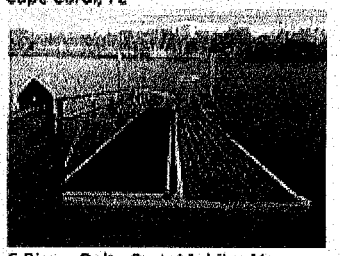


Cape Coral, FL

Cape Coral, FL



Mount Vernon, OH



5 Rivers Delta Port, Mobile, AL

Friendswood, TX

5.0 BID PROPOSAL

PROJECT NAME

Accessible Floating Dock for Poolsbrook

JOB LOCATION

Town of Manlius, Onondaga County, New York

ESTIMATED START DATE

10/15/2022

ESTIMATED DATE OF COMPLETION

Material FAB COMPLETE 11/30/22

INSTALL COMPLETE 3/15/22

SCOPE OF WORK

DESIGN, FABRICATION, DELIVERY AND INSTALLATION OF AN ACCESSIBLE FLOATING KAYAK DOCK AT POOLSBROOK IN THE OLD ERIE CANAL STATE PARK IN THE TOWN OF MANLIUS, NY.

MATERIALS AND SERVICES NOT INCLUDED

COST BREAKDOWN

MATERIAL	QTY	RATE	TOTAL
FLOATING KAYAK DOCK SYSTEM	1	52,139.11	$ 52,139.11
SHIPPING	1	$3,093.00	$ 3,093.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL MATERIALS	$ 55,232.11

LABOR	HOURS	RATE	AMOUNT
CARPENTER, HEAVY HIGHWAY	36	59.58	$ 2,144.88
			$ -
EQUIPMENT OPERATOR, HEAVY HIGHWAY	6	77.87	$ 467.22
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL LABOR	$ 2,612.10

TOTAL MATERIALS	$ -
TOTAL LABOR	$ 2612.20
SUBTOTAL	$ -
enter % TAX RATE	0.00%
TOTAL TAX	$ -
TOTAL	$ 57,844.21

REQUIRED: Bidders shall enter their Normal daily business hours below (Monday through Friday)

7:30 A.M. to 4:00 P.M.

Authorized Signature

ERIC SCHNABEL, OPERATIONS MANAGER

Typed Name and Title of Authorized Signer

NORTHEAST PRODUCTS AND SERVICES, INC.

Typed Name of Company

PRINT OR TYPE THE FOLLOWING INFORMATION:

NORTHEAST PRODUCTS AND SERVICES, INC.

Name of Firm or Corporation

604 CRISSCROSS ROAD

Street Address

FLEETWOOD PA 19522

Town State Zip Code

(610) 899-0286

Telephone/Fax No.

46-2283636

Federal Employer ID No.

scott@dock-on.com

E-mail Address of Recipient of Contract Awards and Extensions

9/19/22

Date

****

ACCEPTED ON BEHALF OF THE TOWN OF MANLIUS FOR:

_____

Contract No: _____

_____

Purchasing Agent

Date: _____

TO BE FILLED OUT BY THE BIDDER AND SUBMITTED WITH THE BID PROPOSAL

1 EXPERIENCE

For what period of time has the entity bidding on this contract been in the business of constructing and installing kayak launches, floating docks and appurtenances thereto?

SINCE MARCH 2013

2 REFERENCES

List below three (3) commercial clients familiar with the bidder's performance of work similar to that of this project.

Name: MINSTER, OHIO

Address:

Contact Person: LEON MERTZ

Telephone Number: (937) 726-1414

Name: ROCHESTER ACCESSIBLE ADVENTURES

Address:

Contact Person: ANITA O'BRIEN

Telephone Number: (585) 506-5412

Name: GEORGE WHITE - HRG, INC.

Address:

Contact Person: GEORGE WHITE

Telephone Number: (570) 396-5500

NORTHEAST PRODUCTS AND SERVICES, INC.
Legal Name of Person, Firm or Corporation

Signed By: [signature]

Name: ERIC SCHNABEL

Title: OPERATIONS MANAGER

Witnessed By: [signature]

Address of Bidder:

604 CRISSCROSS ROAD
Street

FLEETWOOD, PA 19522
City and State

(610) 899-0286
Telephone Number

Corporate Seal

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, that to the best of his/her knowledge and belief:

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

(ii) 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

(iii) 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.

Name of Bidder NORTHEAST PRODUCTS AND SERVICES, INC.

Signature:

Print Name: ERIC SCHNABEL

Title: OPERATIONS MANAGER

Date: 19 SEP 2022

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Nevin L. Beyer, Lynne R. Hogan, Beth A. Seibert, Aimee R. Horvath and Michelle L Richards of Keystone Bonding & Surety Agency, LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 29th day of September, 2022.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Northeast Products and Services, Inc.

604 Crisscross Road
Fleetwood, PA 19522

SURETY:
(Name, legal status and principal place of business)
Philadelphia Indemnity Insurance Company

Mailing Address for Notices
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

OWNER:
(Name, legal status and address)
Town of Manlius, NY

301 Brooklea Drive
Fayetteville, NY 13066

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Manufacturing and Installation of Accessible Floating Kayak Dock at Poolsbrook, Old Erie Canal State Park, Fayetteville, NY

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of September, 2022

Northeast Products and Services, Inc.
(Principal) *(Seal)*

(Witness)

By: _____
(Title)

Philadelphia Indemnity Insurance Company
(Surety) *(Seal)*

(Witness) Josie Knowles

By: _____
(Title) Aimee R. Horvath, Attorney-in-Fact

TOWN OF MANLIUS
CLARK HILL STORM SYSTEM REHABILITATION

MJ Project Number:
1456.04

Cost Estimate

MJ Engineering & Land Surveying, P.C.
1533 Crescent Road
Clifton Park, NY 12065

Engineering and
Land Surveying, P.C.

8.11.2022

Project:	**CLARK HILL STORM SYSTEM REHABILITATION**
Client:	**TOWN OF MANLIUS**
Project Phase:	Cost Estimate
Prepared By:	MJ Engineering & Land Surveying, P.C.
MJ PN:	1456.04

TECHNICAL ASSUMPTIONS

HAZARDOUS MATERIALS EXCLUDED
ESTIMATE IS BASED ON DRAWINGS DATED 8/10/22
CONSTRUCTION PERIOD ASSUMED TO BE 2023, WITH ESTIMATE TO MID POINT

ESCALATION

	2020					2021												2022											
Task	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**June**	**Jul**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**June**	**Jul**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
Design																													
Bidding																													
Contract Execution																													
Construction																				**01**	**02**	**03**	**04**	**05**	**06**	**07**			
MidPoint																													

Escalation 14 months @ 0.25% per month

Escalation = 3.50%

TOWN OF MANLIUS
CLARK HILL STORM SYSTEM REHABILITATION

PROJECT ESTIMATE SUMMARY SHEET

Phase Report: Cost Estimate
Prepared By: MJ Engineering & Land Surveying, P.C.
MJ PN: 1456.04
GROSS AREA (SF): N/A
ESTIMATE $/SF: N/A /SF

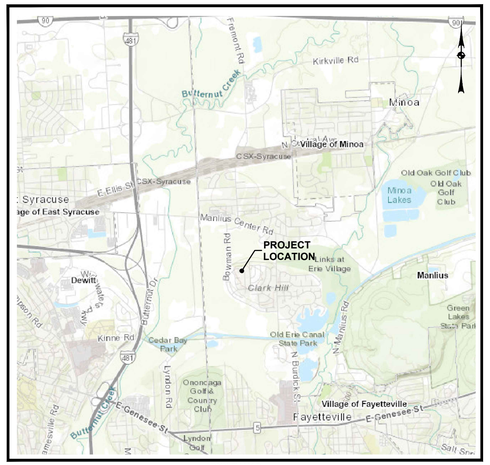
CSI DIVISION	DIVISION TITLE		SUBTOTAL	TOTAL
Base Bid Work				
310000	Earthwork		$ 81,644	
320000	Exterior Improvements		$ 98,692	
330000	Utilities		$ 57,855	
	Subtotal Base Bid			**$ 238,191**
			SUB TOTAL ESTIMATE	**$ 238,191**
	GENERAL CONDITIONS :	10.00%	$ 23,819	
	OVERHEAD AND PROFIT :	15.00%	$ 39,302	
	DESIGN CONTINGENCY :	5.00%	$ 15,066	
	CONTINGENCY ALLOWANCE:	6.00%	$ 18,983	
	BID CONTINGENCY:	5.00%	$ 16,768	
	PHASING:	0.00%	$ -	
			SUB TOTAL W/ MARKUPS	**$ 352,128**
	ESCALATION :	3.50%	$ 12,324	
			TOTAL CONSTRUCTION COST ESTIMATE	**$ 364,452**

Project:	**CLARK HILL STORM SYSTEM REHABILITATION**
Client:	**TOWN OF MANLIUS**
Project Phase:	Cost Estimate
Prepared By:	MJ Engineering & Land Surveying, P.C.
MJ PN:	1456.04

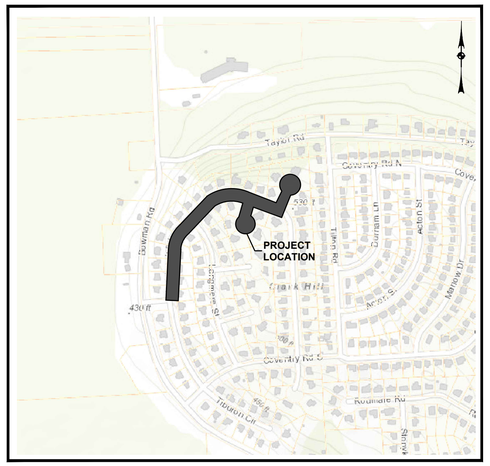
DETAILED ESTIMATE

Construction Contract

	DESCRIPTION	QUANTITY	UNIT	MATERIAL		LABOR		UNIT	TOTAL
				UNIT RATE	AMOUNT	UNIT RATE	AMOUNT	PRICE	AMOUNT
310000	**Earthwork**								
310000	Trench and Culvert Excavation	1,361	CY	$ 15.00	$ 20,411	$ 25.00	$ 34,019	$ 40.00	$ 54,430
310000	Pipe Zone Backfill	544	CY	$ 25.00	$ 13,607	$ 25.00	$ 13,607	$ 50.00	$ 27,215
320000	**Exterior Improvements**								
321300	Asphalt 25.mm F9 Binder Course	218	Ton	$ 150.00	$ 32,693	$ 150.00	$ 32,693	$ 300.00	$ 65,385
329120	Subbase - type 2	323	CY	$ 30.00	$ 9,687	$ 30.00	$ 9,687	$ 60.00	$ 19,373
329219	Top Course HMA - 12.5 mm F3	25	TON	$ 150.00	$ 3,750	$ 150.00	$ 3,750	$ 300.00	$ 7,500
310101	Topsoil	67	CY	$ 30.00	$ 2,000	$ 35.00	$ 2,333	$ 65.00	$ 4,333
310101	Turf Establishment	400	sy	$ 1.50	$ 600	$ 1.50	$ 600	$ 3.00	$ 1,200
	Mailboxes	6	ea	$ 75.00	$ 450	$ 75.00	$ 450	$ 150.00	$ 900
330000	**Utilities**								
334104	Storm Drainage Pipe - 24"	76	LF	$ 45.00	$ 3,420	$ 15.00	$ 1,140	$ 60.00	$ 4,560
334104	Storm Drainage Pipe - 18"	31	LF	$ 30.00	$ 930	$ 15.00	$ 465	$ 45.00	$ 1,395
334104	Storm Drainage Pipe - 12"	1,730	LF	$ 15.00	$ 25,950	$ 15.00	$ 25,950	$ 30.00	$ 51,900
TOTAL DIRECT COST					$ 113,498		$ 124,693		**$ 238,191**



VICINITY MAP
NOT TO SCALE



SITE LOCATION MAP
NOT TO SCALE

90% SUBMISSION

CONSOLIDATED DRAINAGE DISTRICT NO. 3 CLARK HILL STORM SEWER REHABILITATION

TOWN OF MANLIUS, ONONDOGA COUNTY, NEW YORK

PREPARED FOR

TOWN OF MANLIUS
301 BROOKLEA DRIVE
FAYETTEVILLE, NEW YORK 13066

SUPERVISOR
JOHN DEER

TOWN BOARD
SARA BOLLINGER
ELAINE DENTON
ALISSA ITALIANO
KATELYN KRIESEL
WILLIAM NICHOLSON
HEATHER ALLISON WATERS

SUPERINTENDENT OF HIGHWAYS
ROBERT CUSHING

DRAWING INDEX

SHEET NO.	PAGE	TITLE
C-001	1	COVER PAGE AND DRAWING INDEX
C-002	2	GENERAL NOTES AND LEGENDS
C-100	3	EXISTING CONDITIONS AND REMOVAL PLAN - INNSBROOK ROAD: STA 0+00 TO STA 6+25
C-101	4	EXISTING CONDITIONS AND REMOVAL PLAN - INNSBROOK ROAD: STA 6+25 TO STA 11+25
C-102	5	EXISTING CONDITIONS AND REMOVAL PLAN - INNSBROOK ROAD: STA 11+25 TO STA 14+50 HIGHCREST CIRCLE: STA 14+50 TO STA 16+47
C-110	6	UTILITY PLAN / PROFILE - INNSBROOK ROAD: STA 0+00 TO STA 6+25
C-111	7	UTILITY PLAN/ PROFILE - INNSBROOK ROAD: STA 6+25 TO STA 11+25
C-112	8	UTILITY PLAN / PROFILE- INNSBROOK ROAD: STA 11+25 TO STA 14+50, HIGHCREST CIRCLE: STA 14+50 TO STA 16+47
C-500	9	DETAILS

SUBMITTAL / REVISIONS

No.	DATE	DESCRIPTION	BY	REVIEWED BY:	DATE
1	8/10/22	PRELIMINARY DESIGN SUBMISSION	BS	JB	8/2/22

PROJ. MANAGER:	JB
CHIEF DESIGNER:	BS
DESIGNED BY:	BS
DRAWN BY:	BS
CHECKED BY:	JB

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

Engineering and Land Surveying, P.C.
1533 Crescent Road - Clifton Park, NY 12065

CONSOLIDATED DRAINAGE DISTRICT NO. 3
CLARK HILL STORM SYSTEM REHABILITATION

COVER PAGE AND DRAWING INDEX

TOWN OF MANLIUS, ONONDAGA CO., NEW YORK

SCALE:
CONTRACT No.:
MJ PROJ. No.: 1456.04
DATE: AUGUST 2022

C-001

LEGEND:

EXISTING

- PROPERTY LINE
- EASEMENT LINE
- BENCHMARK
- CONTROL BASELINE
- MONUMENT POINT
- CAPPED IRON ROD
- IRON PIPE
- CHAIN LINK FENCE
- WOOD FENCE
- WIRE FENCE
- STONE FENCE
- GUIDERAIL
- RAILING
- EDGE OF WATER
- BUILDING LINE
- X 120.2 — SPOT ELEVATION
- 120 — MAJOR CONTOUR
- SINGLE POST SIGN
- DOUBLE POST SIGN
- DELINEATORS
- WOOD POST
- BOLLARD
- GUIDE POST
- FLAG POLE
- MAILBOX
- PARKING METER
- BORE HOLE/TEST PIT
- MW — MONITORING WELL
- INFILTRATION TEST
- WETLAND BOUNDARY & FLAGGING
- WOODS LINE
- DECIDUOUS TREE
- CONIFEROUS TREE
- DECIDUOUS SHRUB
- CONIFEROUS SHRUB
- TREE WITH WIRE
- W — WATER LINE
- IR — IRRIGATION WATER LINE
- WATER MANHOLE
- WATER WELL
- FIRE HYDRANT
- FIRE HOSE CONNECTION
- GATE VALVE
- POST INDICATOR VALVE
- WATER METER
- CURB STOP
- SS — SANITARY LINE
- FM — SANITARY FORCEMAIN LINE
- SANITARY MANHOLE
- CLEANOUT
- ST — STORM LINE
- CATCH BASIN
- CATCH BASIN – ROUND
- CURB INLET
- STORM MANHOLE
- DRYWELL
- ROOF DRAIN
- OHE — OVERHEAD POWER LINE
- E — ELECTRIC LINE
- OHW — OVERHEAD WIRES
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRICAL JUNCTION BOX
- JUNCTION BOX
- LIGHT POLE
- SINGLE LIGHT
- DOUBLE LIGHT
- LIGHT POST
- UTILITY POLE
- GUY WIRE
- UTILITY POLE WITH LIGHT
- PEDESTRIAN POLE
- TRAFFIC CONTROL BOX JUNCTION
- TRAFFIC CONTROL BOX PULL
- COM — COMMUNICATION LINE
- OHCOM — OVERHEAD COMM. LINE
- COMMUNICATION MANHOLE
- T — TELEPHONE LINE
- OHT — OVERHEAD TEL. LINE
- TELEPHONE MANHOLE
- TELEPHONE BOX
- TELEPHONE LINE MARKER
- FO — FIBER OPTIC LINE
- OHFO — OVERHEAD FIBER OPTIC LINE
- CATV — CABLE TV
- OHCATV — OVERHEAD CABLE TV
- G — GAS LINE
- OIL LINE MARKER
- GAS METER
- GAS MARKER
- GAS VALVE
- FU — FUEL LINE
- SE — STEAM LINE
- UNID — UNID. UNDERGROUND LINE
- UNKNOWN WELL
- UNKNOWN MANHOLE
- UNKNOWN VALVE
- UNKNOWN VENT
- UNKNOWN FILL CAP
- UNKNOWN UTILITY BOX

PROPOSED

- ASPHALT SAWCUT
- xxxxxxxxxxxx — MISC. LINEAR REMOVAL
- MISC. OBJECT REMOVAL
- ASPHALT AND SUBBASE REMOVAL
- CONCRETE AND SUBBASE REMOVAL
- ASPHALT PAVEMENT – PRIVATE DRIVE
- ASPHALT PAVEMENT – TOWN ROAD
- ST — STORM SEWER

ABBREVIATIONS

OH	OVERHEAD
DIP	DUCTILE IRON PIPE
PVC	POLYVINYL CHLORIDE PIPE
CPE	CORRUGATED POLYETHYLENE PIPE
(PERF)	PERFORATED PIPE
HDPE	HIGH DENSITY POLYETHYLENE
CLL	CONTRACT LIMIT LINE
IPS	IRON PIPE SIZE
DIP	DUCTILE IRON PIPE SIZE
ST	STORM SEWER
ME	MATCH ELEVATION

SURVEY MAP NOTES

1. NORTH IS ORIENTED TO GRID NORTH FROM GPS OBSERVATION.
2. THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
3. THE HORIZONTAL DATUM IS ON NORTH AMERICAN DATUM OF 1983, NEW YORK STATE PLANE CENTRAL ZONE 3102.
4. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON SURFACE EVIDENCE AND PROVIDED RECORD MAPPING. THIS MAPPING DOES NOT PURPORT TO SHOW ALL UNDERGROUND UTILITIES ON SITE AND IS SUBJECT TO FIELD VERIFICATION.
5. INFORMATION SHOWN HEREON IS FROM A JUNE 2022 MOBILE LASER SCAN CONDUCTED BY M.J. ENGINEERING AND LAND SURVEYING, P.C.
6. CONTOUR INTERVAL = 1 FOOT.
7. PROPERTY LINE AND RIGHT-OF-WAY INFORMATION OBTAINED FROM REAL PROPERTY TAX DATA FROM ONONDOGA COUNTY GIS DATABASE.
8. UNAUTHORIZED ALTERATIONS OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYORS SEAL AND SIGNED WITH INK SHALL NOT BE CONSIDERED TO BE VALID COPIES.

DIG SAFELY NEW YORK: CALL 811 BEFORE YOU DIG:

1. CALL BEFORE YOU DIG: IF YOU PLAN TO DIG OR DO ANY TYPE OF EXCAVATION WORK, NEW YORK STATE LAW REQUIRES YOU CALL DIG SAFELY NEW YORK PRIOR TO DOING SO.
2. WAIT THE REQUIRED TIME: YOU NEED TO PROVIDE TWO FULL WORKING DAYS NOTICE PRIOR TO STARTING YOUR WORK, NOT COUNTING THE DAY OF YOUR CALL, WEEKENDS OR HOLIDAYS. THIS PROVIDES TIME FOR THE UTILITIES TO LOCATE YOUR PROPOSED DIG SITE.
3. CONFIRM UTILITY RESPONSE: DIG SAFELY NEW YORK WILL NOTIFY ALL MEMBER UTILITIES OF THE PENDING EXCAVATION SO THAT THAT THEY CAN COME OUT AND MARK THE LOCATION OF THEIR UNDERGROUND LINES. BEFORE DIGGING ON YOUR STATED COMMENCEMENT DATE CONFIRM THAT ALL UTILITIES HAVE RESPONDED TO YOU INDICATING THEY HAVE MARKED YOUR PROPERTY OR THEY HAVE NO FACILITIES PRESENT.
4. RESPECT THE MARKS: BEFORE YOU BEGIN YOUR EXCAVATION, WALK THROUGH THE SITE TO FAMILIARIZE YOURSELF WITH THE MARKINGS AND THE LOCATIONS OF BURIED FACILITIES.
5. DIG WITH CARE: IT IS IMPORTANT EXCAVATORS TAKE A PROACTIVE APPROACH TO SAFETY NOT ONLY FOR THEMSELVES BUT FOR THE PUBLIC BY INITIATING THE ONE CALL PROCESS AND ADHERING TO THE FIVE STEPS OF A SAFE EXCAVATION.

REMOVAL NOTES:

1. CONFORM TO APPLICABLE CODE FOR DEMOLITION OF STRUCTURES, SAFETY OF ADJACENT STRUCTURES, DUST CONTROL, RUNOFF CONTROL, AND HAULING, DISPOSAL AND STORAGE OF DEBRIS.
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 OWNER'S REPRESENTATIVE.
4. PREVENT MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES. PROVIDE BRACING AND SHORING.
5. LOCATE AND IDENTIFY ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA AS REQUIRED BY SPECIFICATION SECTION 023313. DISCONNECT AND SEAL OR CAP OFF UTILITY SERVICES THAT WILL BE AFFECTED BY THIS PROJECT. NOTIFY OWNER'S REPRESENTATIVE AT A MINIMUM OF 72 HOURS BEFORE STARTING WORK AND WITH THEIR REQUIREMENTS. VERIFY THAT UTILITIES HAVE BEEN DISCONNECTED AND CAPPED.
6. REMOVE COMPONENTS IN AN ORDERLY AND CAREFUL MANNER.
7. PROTECT EXISTING FEATURES THAT ARE NOT TO BE REMOVED.
8. CONDUCT OPERATIONS WITH MINIMUM INTERFERENCE TO PUBLIC OR PRIVATE ACCESSES.
9. MAINTAIN EGRESS AND ACCESS AT ALL TIMES. DO NOT CLOSE OR OBSTRUCT ROADWAYS, OR SIDEWALKS WITHOUT OWNER'S REPRESENTATIVE'S PERMISSION.
10. CEASE OPERATIONS IMMEDIATELY IF ADJACENT STRUCTURES APPEAR TO BE IN DANGER.
11. ROUGH GRADE AND COMPACT AREAS AFFECTED BY DEMOLITION TO MAINTAIN SITE GRADES AND CONTOURS.
12. FIELD VERIFY EXISTING CONDITIONS AND CORRELATE WITH REQUIREMENTS INDICATED ON DEMOLITION PLAN TO DETERMINE EXTENT OF SELECTIVE DEMOLITION REQUIRED.
13. CONDUCT DEMOLITION OPERATIONS AND REMOVE DEBRIS TO ENSURE MINIMUM INTERFERENCE WITH SELECTIVE DEMOLITION OPERATIONS.
14. 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.
15. REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS. ALL EXCESS MATERIALS SHALL BE TRANSPORTED OFF SITE AND LEGALLY DISPOSED OF.
16. 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.
17. LEGALLY DISPOSE OF DEMOLISHED MATERIALS. ALL DEBRIS RESULTING FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF OFF-SITE AT A FACILITY LEGALLY APPROVED TO RECEIVE THE DEBRIS. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE. DO NOT BURN DEMOLISHED MATERIALS ON-SITE.

SUBMITTAL / REVISIONS

No.	DATE	DESCRIPTION	BY	REVIEWED BY:	DATE
1	8/10/22	PRELIMINARY DESIGN SUBMISSION	BS	JB	8/2/22

PROJ. MANAGER:	JB
CHIEF DESIGNER:	BS
DESIGNED BY:	BS
DRAWN BY:	BS
CHECKED BY:	JB

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

Engineering and Land Surveying, P.C.
1533 Crescent Road - Clifton Park, NY 12065

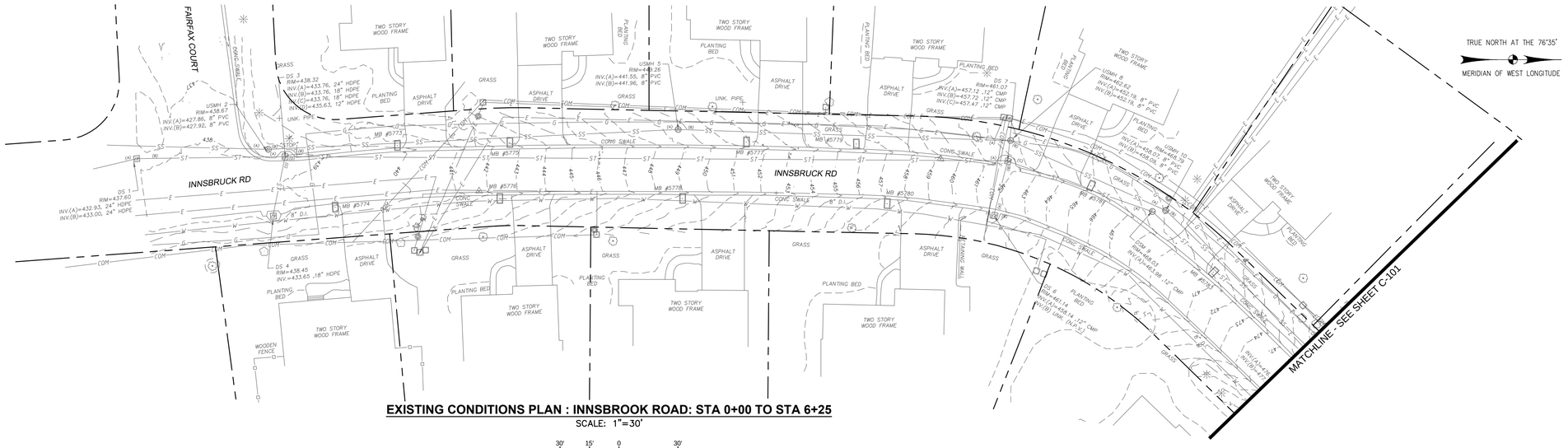
CONSOLIDATED DRAINAGE DISTRICT NO. 3
CLARK HILL STORM SYSTEM REHABILITATION

GENERAL NOTES AND LEGENDS

TOWN OF MANLIUS, ONONDAGA CO., NEW YORK

SCALE:
CONTRACT No.:
MJ PROJ. No.: 1456.04
DATE: AUGUST 2022

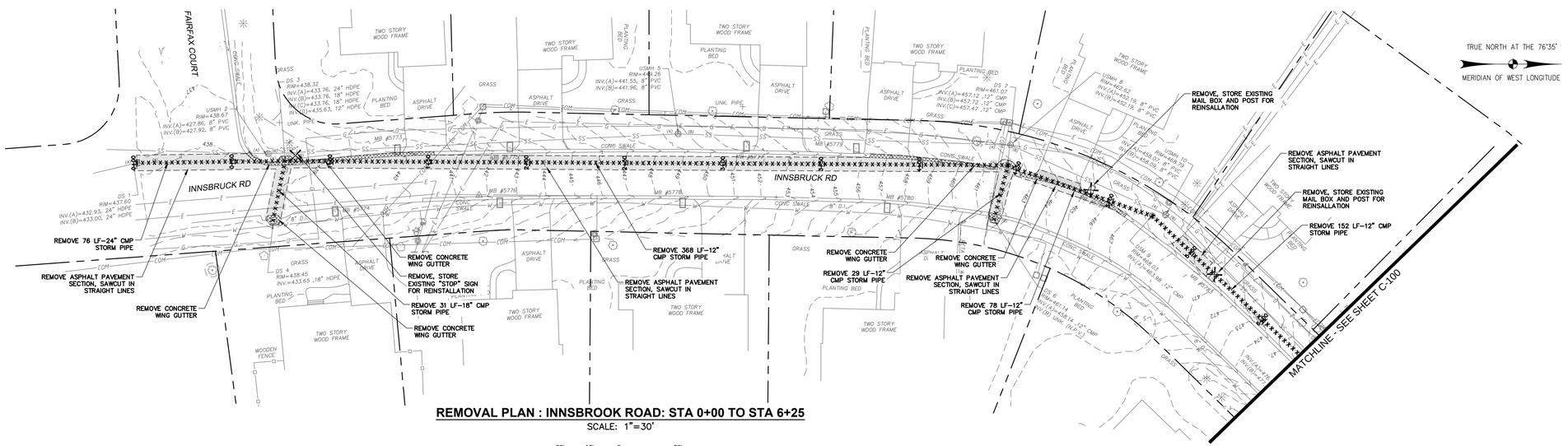
C-002



EXISTING CONDITIONS PLAN : INNSBROOK ROAD: STA 0+00 TO STA 6+25

SCALE: 1"=30'

30' 15' 0 30'



REMOVAL PLAN : INNSBROOK ROAD: STA 0+00 TO STA 6+25

SCALE: 1"=30'

30' 15' 0 30'

SUBMITTAL / REVISIONS

No.	DATE	DESCRIPTION	BY	REVIEWED BY:	DATE
1	8/10/22	PRELIMINARY DESIGN SUBMISSION	BS	JB	8/2/22

PROJ. MANAGER:	JB
CHIEF DESIGNER:	BS
DESIGNED BY:	BS
DRAWN BY:	BS
CHECKED BY:	JB

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

Engineering and Land Surveying, P.C.
1533 Crescent Road - Clifton Park, NY 12065

CONSOLIDATED DRAINAGE DISTRICT NO. 3
CLARK HILL STORM SYSTEM REHABILITATION

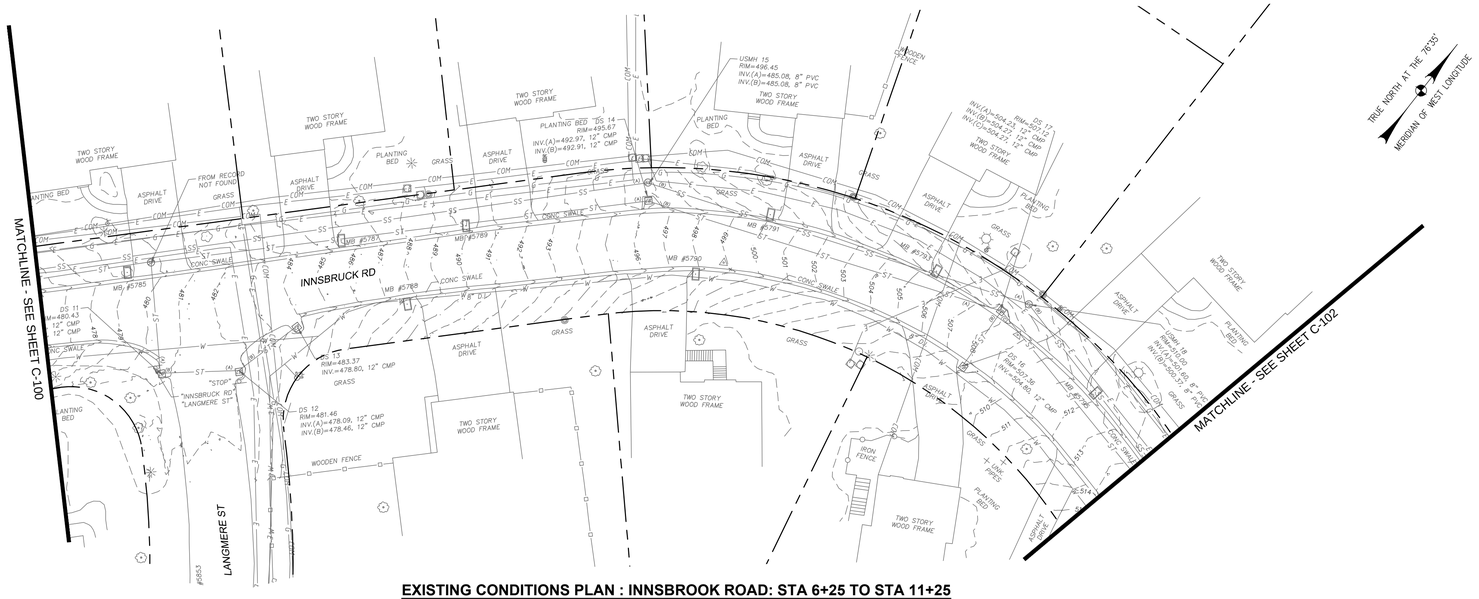
EXISTING CONDITIONS AND REMOVAL PLAN
INNSBROOK ROAD: STA 0+00 TO STA 6+25

TOWN OF MANLIUS, ONONDAGA CO., NEW YORK

SCALE:
CONTRACT No.:
MJ PROJ. No.: 1456.04
DATE: AUGUST 2022

C-100

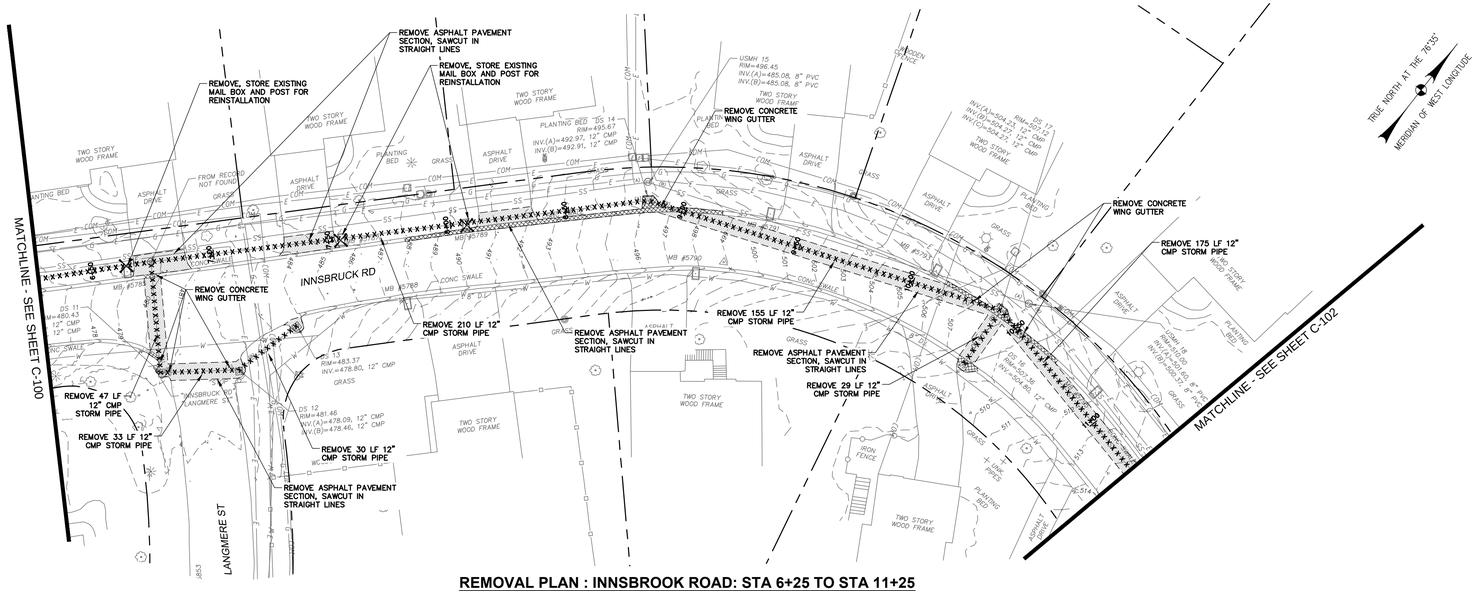
File Name: F:\MJ1456 - Town of Manlius TDE\1456.04 - Clark Hill Drainage\1456.04 C-100 Ex Cond & Removal - Copy.dwg (Layout: C-100)
Date: Fri, Aug 12, 2022 - 11:09 AM (Name: rsousa)



EXISTING CONDITIONS PLAN : INNSBROOK ROAD: STA 6+25 TO STA 11+25

SCALE: 1"=30'

30' 15' 0 30'



REMOVAL PLAN : INNSBROOK ROAD: STA 6+25 TO STA 11+25

SCALE: 1"=30'

30' 15' 0 30'

SUBMITTAL / REVISIONS

No.	DATE	DESCRIPTION	BY	REVIEWED BY:	DATE
1	8/10/22	PRELIMINARY DESIGN SUBMISSION	BS	JB	8/2/22

PROJ. MANAGER:	JB
CHIEF DESIGNER:	BS
DESIGNED BY:	BS
DRAWN BY:	BS
CHECKED BY:	JB

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

Engineering and Land Surveying, P.C.
1533 Crescent Road - Clifton Park, NY 12065

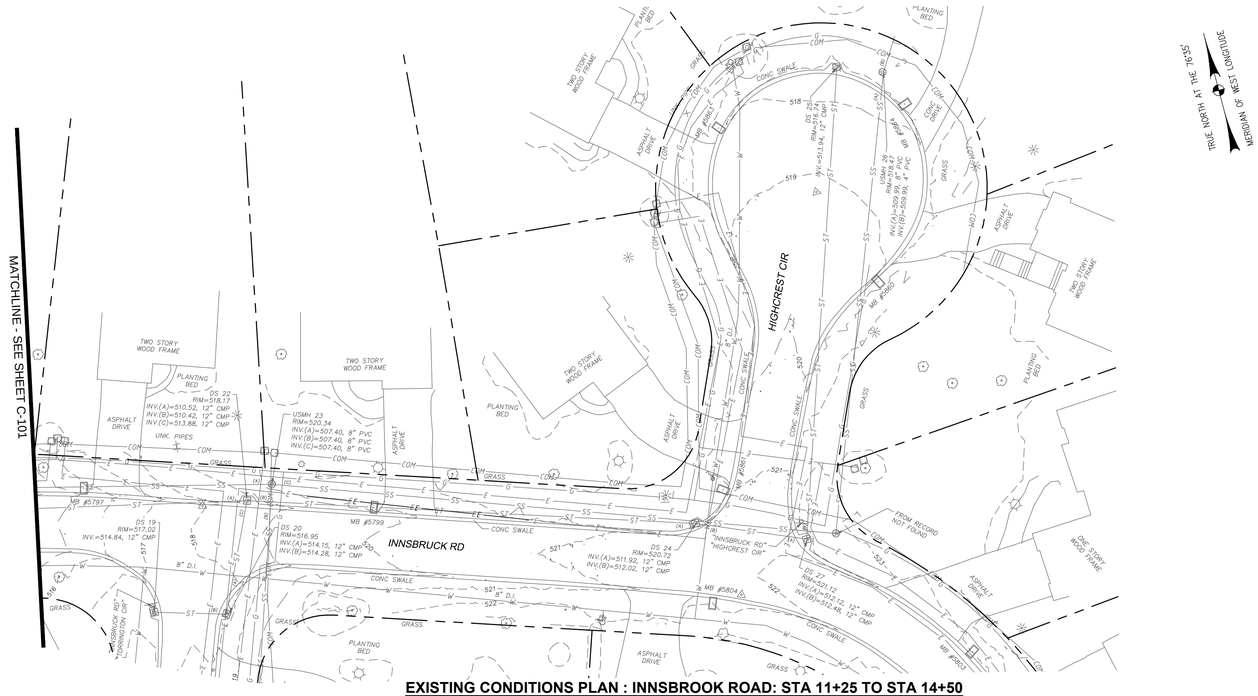
CONSOLIDATED DRAINAGE DISTRICT NO. 3
CLARK HILL STORM SYSTEM REHABILITATION

EXISTING CONDITIONS AND REMOVAL PLAN
INNSBROOK ROAD: STA 6+25 TO STA 11+25

TOWN OF MANLIUS, ONONDAGA CO., NEW YORK

SCALE:
CONTRACT No.:
MJ PROJ. No.: 1456.04
DATE: AUGUST 2022

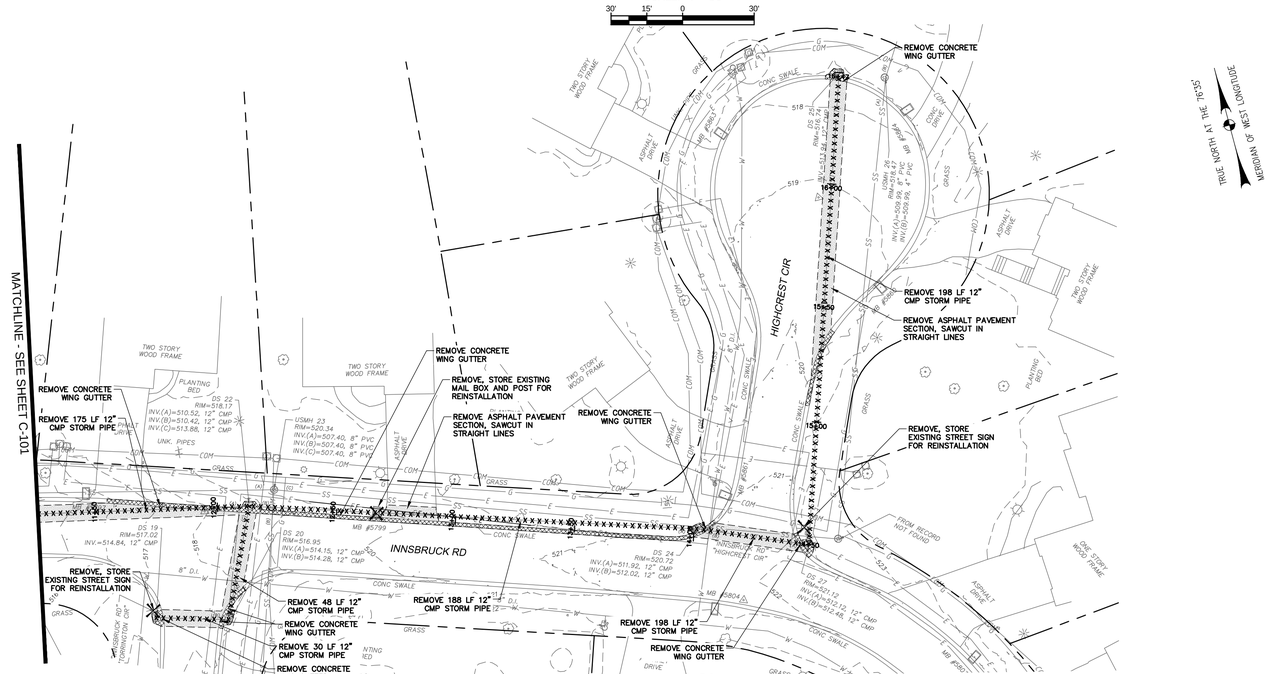
C-101



EXISTING CONDITIONS PLAN : INNSBROOK ROAD: STA 11+25 TO STA 14+50
HIGHCREST CIRCLE: STA 14+50 TO STA 16+47

SCALE: 1"=30'

30' 15' 0 30'



REMOVAL PLAN : INNSBROOK ROAD: STA 11+25 TO STA 14+50
HIGHCREST CIRCLE: STA 14+50 TO STA 16+47

SCALE: 1"=30'

30' 15' 0 30'

SUBMITTAL / REVISIONS

No.	DATE	DESCRIPTION	BY	REVIEWED BY:	DATE
1	8/10/22	PRELIMINARY DESIGN SUBMISSION	BS	JB	8/2/22

PROJ. MANAGER:	JB
CHIEF DESIGNER:	BS
DESIGNED BY:	BS
DRAWN BY:	BS
CHECKED BY:	JB

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

Engineering and Land Surveying, P.C.
1533 Crescent Road - Clifton Park, NY 12065

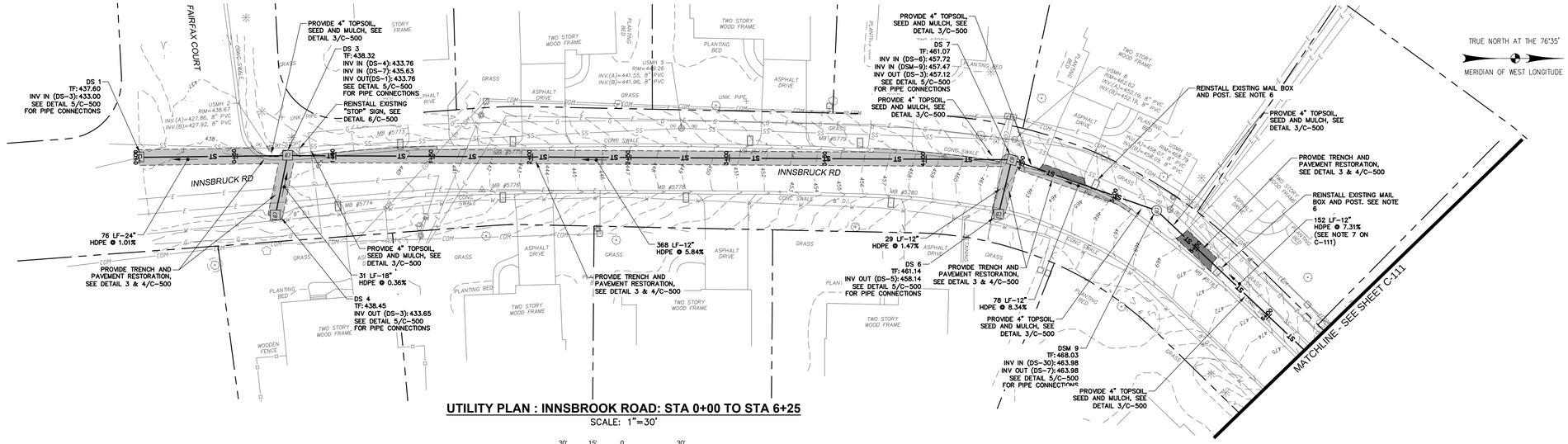
CONSOLIDATED DRAINAGE DISTRICT NO. 3
CLARK HILL STORM SYSTEM REHABILITATION

EXISTING CONDITIONS AND REMOVAL PLAN
INNSBROOK ROAD: STA 11+25 TO STA 14+50
HIGHCREST CIRCLE: STA 14+50 TO STA 16+47

TOWN OF MANLIUS, ONONDAGA CO., NEW YORK

SCALE:
CONTRACT No.:
MJ PROJ. No.: 1456.04
DATE: AUGUST 2022

C-102



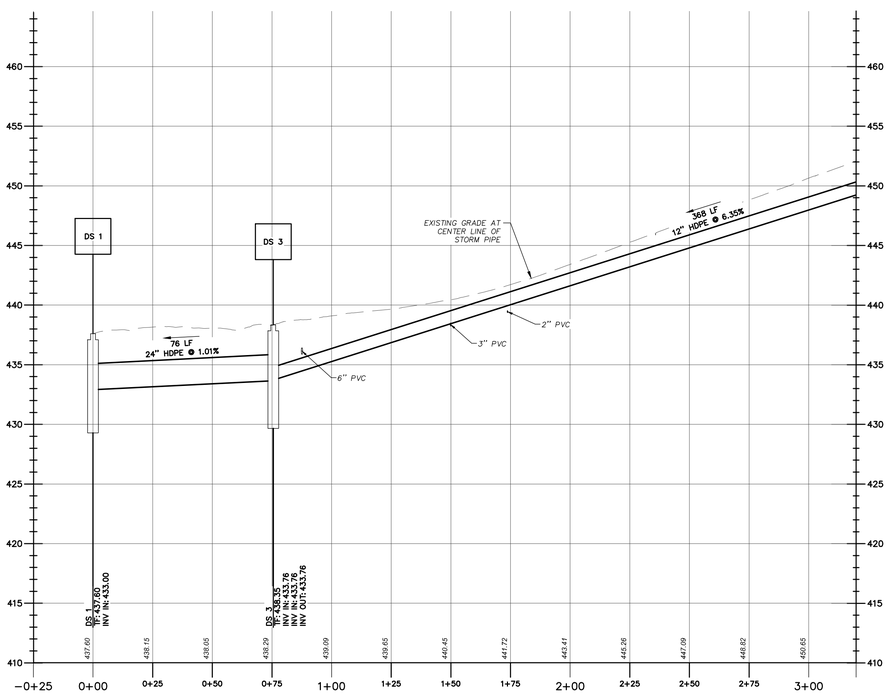
UTILITY PLAN : INNSBROOK ROAD: STA 0+00 TO STA 6+25

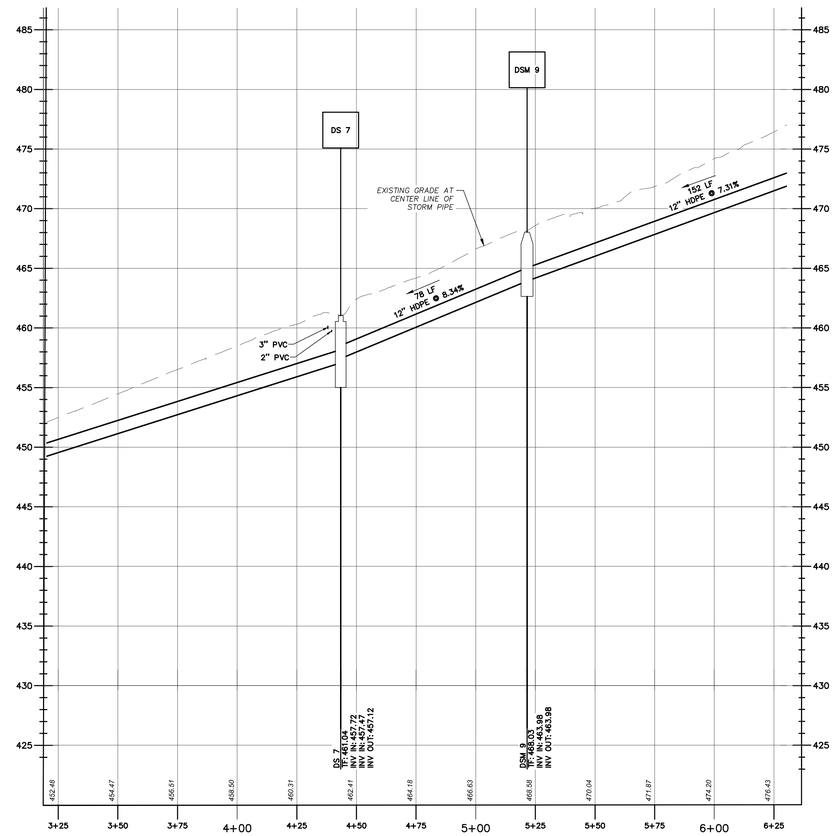
SCALE: 1"=30'

30' 15' 0 30'

NOTES:

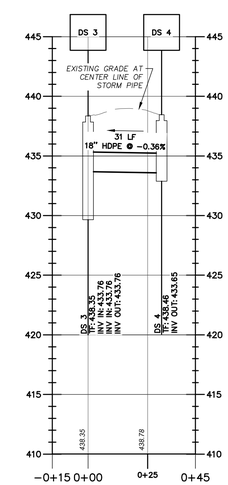
1. INTENT IS TO MEET AND MATCH EXISTING INVERTS AT AFFECTED DRAINAGE STRUCTURES. CONTRACTOR TO FIELD VERIFY ALL STATED PIPE INVERTS PRIOR TO WORK. ALL EXISTING DRAINAGE STRUCTURES SHALL REMAIN
2. THE CONTRACTOR SHALL PROVIDE PAVEMENT RESTORATION THAT INCLUDES BINDER COURSE WITH THE TOWN PROVIDING TOP COURSE AS PART OF FULL WIDTH PAVEMENT REHABILITATION.
3. THE CONTRACTOR SHALL IMPLEMENT WORK ZONE TRAFFIC CONTROLS FOR THE DURATION OF ALL WORK. AT LEAST ONE LANE OF TRAFFIC SHALL REMAIN OPEN AT ALL TIMES. FOR ANY WORK WHERE PIPES CROSS LANES OF TRAVEL, PROVIDE STEEL PLATES OR OTHER MEANS TO ENSURE AT LEAST ONE LANE OF TRAVEL IS AVAILABLE AT THE END OF THE WORK DAY.
4. ALL NEW PIPE PENETRATIONS AT EXISTING DRAINAGE STRUCTURES SHALL RECEIVE BITUMINOUS WATERPROOFING ON BOTH THE INSIDE AND OUTSIDE FO THE DRAINAGE STRUCTURE, EXTENDING 12" OUTWARD FROM THE PIPE PENETRATION.
5. THE CONTRACTOR IS FULLY RESPONSIBLE FOR THE DISPOSAL OF EXCESS MATERIAL REMOVED AS PART OF THIS PROJECT WHICH INCLUDES BUT IS NOT LIMITED TO UNSUITABLE TRENCH EXCAVATION, TOPSOIL DRAINAGE PIPE, TOPSOIL, PAVEMENT AND SUBBASE.
6. FOR THE RESETTING OF ANY MAILBOX THAT HAS BEEN REMOVED AS PART OF THIS PROJECT, THE NEW LOCATION SHALL BE AT LEAST 24" OFFSET FROM THE CENTERLINE OF THE REINSTALLED DRAINAGE PIPE.
7. THE DEPTH OF EXISTING GAS, ELECTRIC AND TELECOMUNICATIONS UTILITIES ARE ASSUMED. THE CONTRACTOR SHALL PERFORM EXPLORATORY EXCAVATIONS AT ALL IDENTIFIED CROSSINGS TO DETERMINE ACTUAL BURIAL DEPTHS.





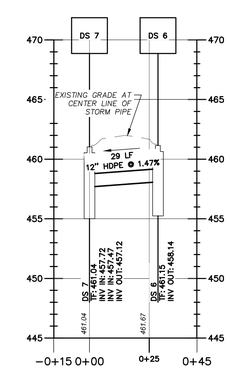
UTILITY PROFILE : INNSBROOK ROAD: STA 0+00 TO STA 6+25

HORIZONTAL SCALE: 1"=30'
VERTICAL SCALE" 1"=5'



UTILITY PLAN : DS-3 TO DS-4

HORIZONTAL SCALE: 1"=30'
VERTICAL SCALE" 1"=5'



UTILITY PLAN : DS-6 TO DS-7

HORIZONTAL SCALE: 1"=30'
VERTICAL SCALE" 1"=5'

SUBMITTAL / REVISIONS

No.	DATE	DESCRIPTION	BY	REVIEWED BY:	DATE
1	8/10/22	PRELIMINARY DESIGN SUBMISSION	BS	JB	8/2/22

PROJ. MANAGER:	JB
CHIEF DESIGNER:	BS
DESIGNED BY:	BS
DRAWN BY:	BS
CHECKED BY:	JB

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

Engineering and Land Surveying, P.C.
1533 Crescent Road - Clifton Park, NY 12065

CONSOLIDATED DRAINAGE DISTRICT NO. 3
CLARK HILL STORM SYSTEM REHABILITATION

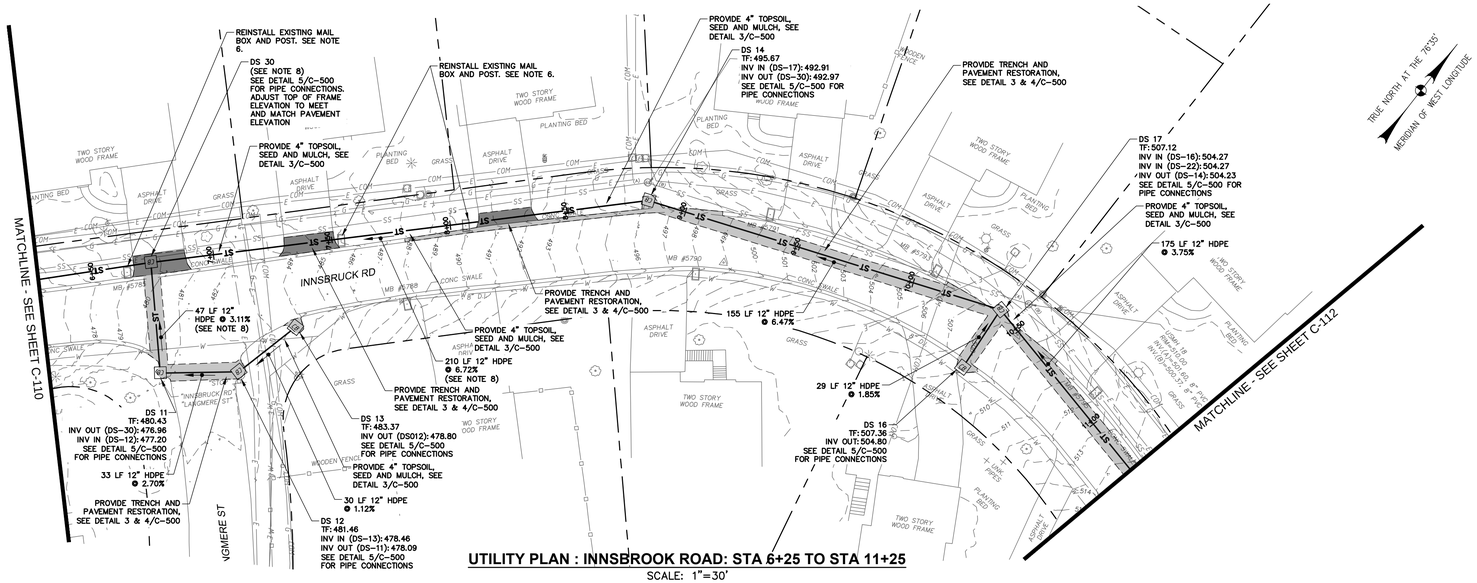
UTILITY PLAN / PROFILE
INNSBROOK ROAD: STA 0+00 TO STA 6+25

TOWN OF MANLIUS, ONONDAGA CO., NEW YORK

SCALE:
CONTRACT No.:
MJ PROJ. No.: 1456.04
DATE: AUGUST 2022

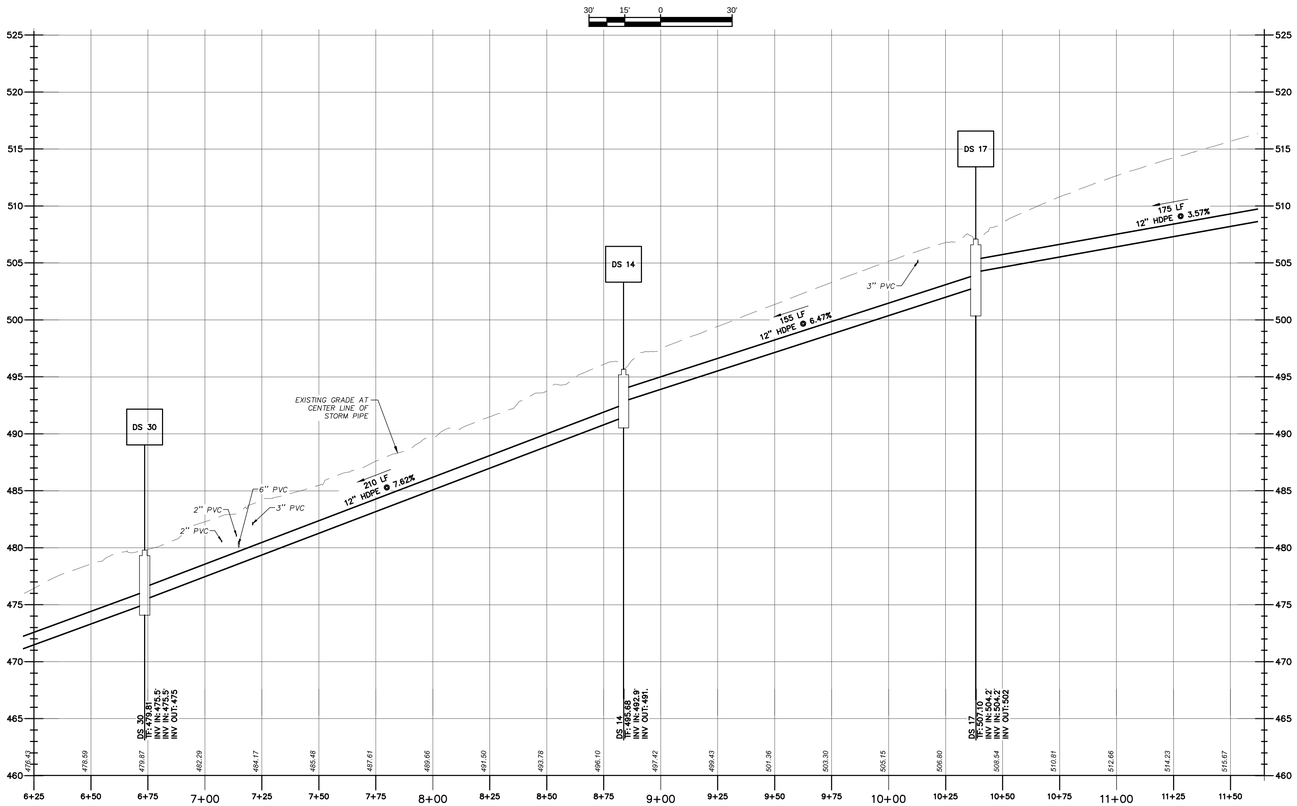
C-110

File Name: C:\Users\rsousa\AppData\Local\Temp\AcPublish_19348\1456.04 C-110 PLAN & PROFILE.dwg (Layout: C-110)
Date: Fri, Aug 12, 2022 - 11:08 AM (Name: rsousa)



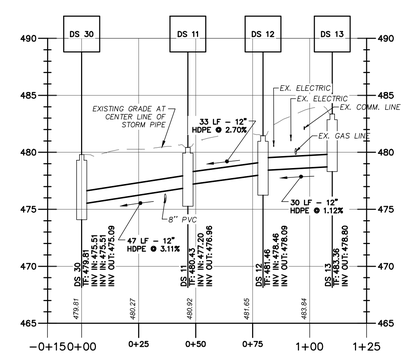
UTILITY PLAN : INNSBROOK ROAD: STA 6+25 TO STA 11+25

SCALE: 1"=30'



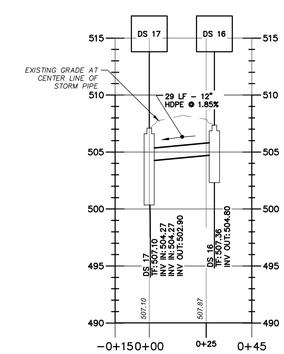
UTILITY PROFILE : INNSBROOK ROAD: STA 6+25 TO STA 11+25

HORIZONTAL SCALE: 1"=30'
VERTICAL SCALE" 1"=5'



UTILITY PROFILE : DS-13 TO DS-30

HORIZONTAL SCALE: 1"=30'
VERTICAL SCALE" 1"=5'



UTILITY PROFILE : DS-16 TO DS-17

HORIZONTAL SCALE: 1"=30'
VERTICAL SCALE" 1"=5'

NOTES:

1. INTENT IS TO MEET AND MATCH EXISTING INVERTS AT AFFECTED DRAINAGE STRUCTURES. CONTRACTOR TO FIELD VERIFY ALL STATED PIPE INVERTS PRIOR TO WORK. ALL EXISTING DRAINAGE STRUCTURES SHALL REMAIN.
2. THE CONTRACTOR SHALL PROVIDE PAVEMENT RESTORATION THAT INCLUDES BINDER COURSE WITH THE TOWN PROVIDING TOP COURSE AS PART OF FULL WIDTH PAVEMENT REHABILITATION.
3. THE CONTRACTOR SHALL IMPLEMENT WORK ZONE TRAFFIC CONTROLS FOR THE DURATION OF ALL WORK. AT LEAST ONE LANE OF TRAFFIC SHALL REMAIN OPEN AT ALL TIMES. FOR ANY WORK WHERE PIPES CROSS LANES OF TRAVEL, PROVIDE STEEL PLATES OR OTHER MEANS TO ENSURE AT LEAST ONE LANE OF TRAVEL IS AVAILABLE AT THE END OF THE WORK DAY.
4. ALL NEW PIPE PENETRATIONS AT EXISTING DRAINAGE STRUCTURES SHALL RECEIVE BITUMINOUS WATERPROOFING ON BOTH THE INSIDE AND OUTSIDE FO THE DRAINAGE STRUCTURE, EXTENDING 12" OUTWARD FROM THE PIPE PENETRATION.
5. THE CONTRACTOR IS FULLY RESPONSIBLE FOR THE DISPOSAL OF EXCESS MATERIAL REMOVED AS PART OF THIS PROJECT WHICH INCLUDES BUT IS NOT LIMITED TO UNSUITABLE TRENCH EXCAVATION, TOPSOIL DRAINAGE PIPE, TOPSOIL, PAVEMENT AND SUBBASE.
6. FOR THE RESETTING OF ANY MAILBOX THAT HAS BEEN REMOVED AS PART OF THIS PROJECT, THE NEW LOCATION SHALL BE AT LEAST 24" OFFSET FROM THE CENTERLINE OF THE REINSTALLED DRAINAGE PIPE.
7. THE DEPTH OF THE GAS, ELECTRIC AND TELECOMMUNICATION UTILITIES ARE ASSUMED. THE CONTRACTOR SHALL PERFORM EXPLORATORY EXCAVATIONS AT ALL IDENTIFIED CROSSINGS TO DETERMINE ACTUAL BURIAL DEPTHS.
8. DRAINAGE STRUCTURE DS 30 WAS NOT FIELD LOCATED DURING THE SURVEY AND IS SUSPECTED AS HAVING BEEN PAVED OVER. THE INVERT DATA FOR THE STRUCTURE AND ALL INCOMING AND OUTGOING PIPE SLOPES ARE ASSUMED BASED UPON RECORD DATA FURNISHED BY THE TOWN. THE CONTRACTOR SHALL CONDUCT AN EXPLORATORY EXCAVATION IN THE GENERAL VICINITY OF WHERE IT IS SHOWN TO CONFIRM ITS LOCATION AND INVERT DATA SHOWN.

SUBMITTAL / REVISIONS

No.	DATE	DESCRIPTION	BY	REVIEWED BY:	DATE
1	8/10/22	PRELIMINARY DESIGN SUBMISSION	BS	JB	8/2/22

PROJ. MANAGER:	JB
CHIEF DESIGNER:	BS
DESIGNED BY:	BS
DRAWN BY:	BS
CHECKED BY:	JB

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

Engineering and Land Surveying, P.C.
1533 Crescent Road - Clifton Park, NY 12065

CONSOLIDATED DRAINAGE DISTRICT NO. 3
CLARK HILL STORM SYSTEM REHABILITATION

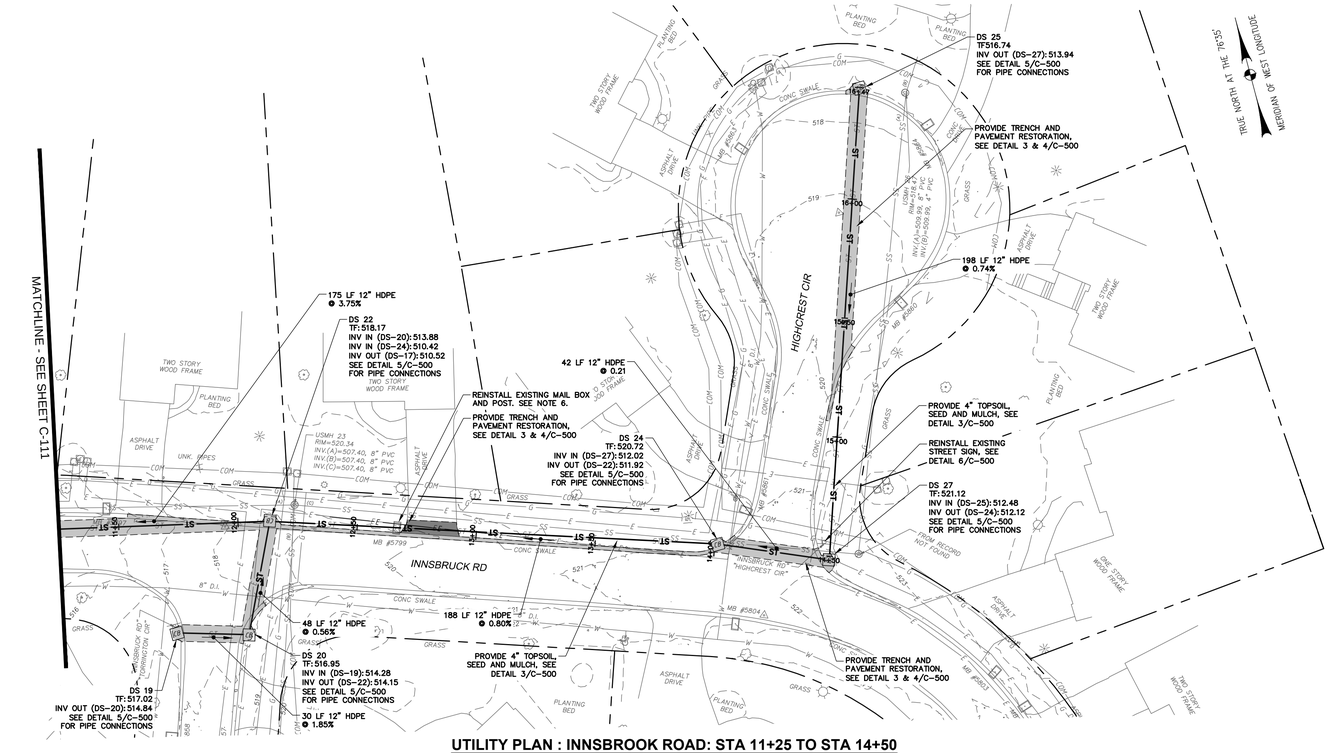
UTILITY PLAN / PROFILE
INNSBROOK ROAD: STA 6+25 TO STA 11+25

TOWN OF MANLIUS, ONONDAGA CO., NEW YORK

SCALE:
CONTRACT No.:
MJ PROJ. No.: 1456.04
DATE: AUGUST 2022

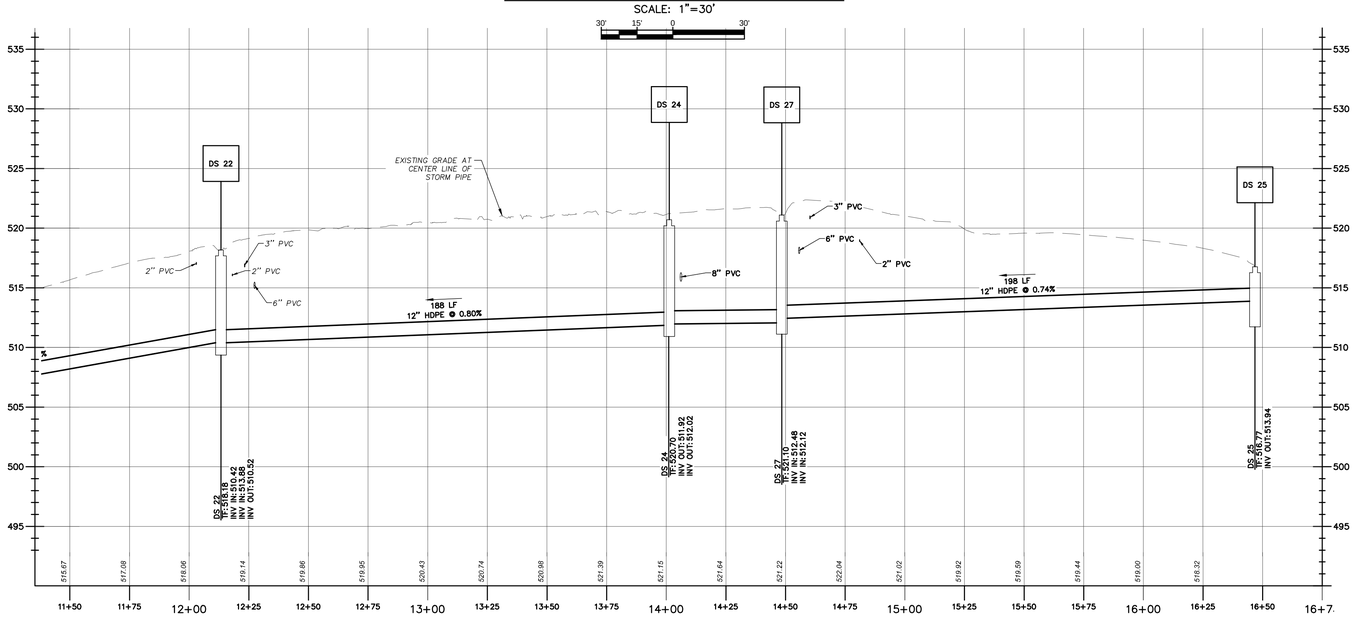
C-111

File Name: C:\Users\rsousa\AppData\Local\Temp\AcPublish_19348\1456.04 C-110 PLAN & PROFILE.dwg (Layout: C-111)
Date: Fri, Aug 12, 2022 - 11:08 AM (Name: rsousa)



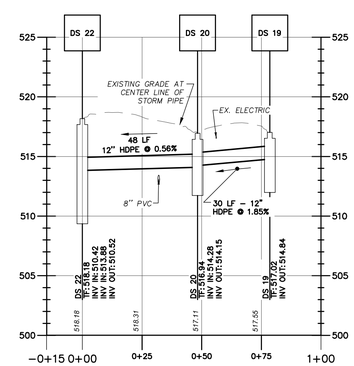
UTILITY PLAN : INNSBROOK ROAD: STA 11+25 TO STA 14+50
HIGHCREST CIRCLE: STA 14+50 TO STA 16+47

SCALE: 1"=30'



UTILITY PROFILE: INNSBROOK ROAD: STA 11+25 TO STA 14+50
HIGHCREST CIRCLE: STA 14+50 TO STA 16+47

SCALE: 1"=30'



UTILITY PROFILE : DS-19 TO DS-22

HORIZONTAL SCALE: 1"=30'
VERTICAL SCALE" 1"=5'

NOTES:

1. INTENT IS TO MEET AND MATCH EXISTING INVERTS AT AFFECTED DRAINAGE STRUCTURES. CONTRACTOR TO FIELD VERIFY ALL STATED PIPE INVERTS PRIOR TO WORK. ALL EXISTING DRAINAGE STRUCTURE SHALL REMAIN
2. THE CONTRACTOR SHALL PROVIDE PAVEMENT RESTORATION THAT INCLUDES BINDER COURSE WITH THE TOWN PROVIDING TOP COURSE AS PART OF FULL WIDTH PAVEMENT REHABILITATION.
3. THE CONTRACTOR SHALL IMPLEMENT WORK ZONE TRAFFIC CONTROLS FOR THE DURATION OF ALL WORK. AT LEAST ONE LANE OF TRAFFIC SHALL REMAIN OPEN AT ALL TIMES. FOR ANY WORK WHERE PIPES CROSS LANES OF TRAVEL, PROVIDE STEEL PLATES OR OTHER MEANS TO ENSURE AT LEAST ONE LANE OF TRAVEL IS AVAILABLE AT THE END OF THE WORK DAY.
4. ALL NEW PIPE PENETRATIONS AT EXISTING DRAINAGE STRUCTURES SHALL RECEIVE BITUMINOUS WATERPROOFING ON BOTH THE INSIDE AND OUTSIDE FO THE DRAINAGE STRUCTURE, EXTENDING 12" OUTWARD FROM THE PIPE PENETRATION.
5. THE CONTRACTOR IS FULLY RESPONSIBLE FOR THE DISPOSAL OF EXCESS MATERIAL REMOVED AS PART OF THIS PROJECT WHICH INCLUDES BUT IS NOT LIMITED TO UNSUITABLE TRENCH EXCAVATION, TOPSOIL DRAINAGE PIPE, TOPSOIL, PAVEMENT AND SUBBASE.
6. FOR THE RESETTING OF ANY MAILBOX THAT HAS BEEN REMOVED AS PART OF THIS PROJECT, THE NEW LOCATION SHALL BE AT LEAST 24" OFFSET FROM THE CENTERLINE OF THE REINSTALLED DRAINAGE PIPE.
7. THE DEPTH OF THE GAS, ELECTRIC AND TELECOMMUNICATION UTILITIES ARE ASSUMED. THE CONTRACTOR SHALL PERFORM EXPLORATORY EXCAVATIONS AT ALL IDENTIFIED CROSSINGS TO DETERMINE ACTUAL BURIAL DEPTHS.

SUBMITTAL / REVISIONS

No.	DATE	DESCRIPTION	BY	REVIEWED BY:	DATE
1	8/10/22	PRELIMINARY DESIGN SUBMISSION	BS	JB	8/2/22

PROJ. MANAGER:	JB
CHIEF DESIGNER:	BS
DESIGNED BY:	BS
DRAWN BY:	BS
CHECKED BY:	JB

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

Engineering and Land Surveying, P.C.
1533 Crescent Road - Clifton Park, NY 12065

CONSOLIDATED DRAINAGE DISTRICT NO. 3
CLARK HILL STORM SYSTEM REHABILITATION

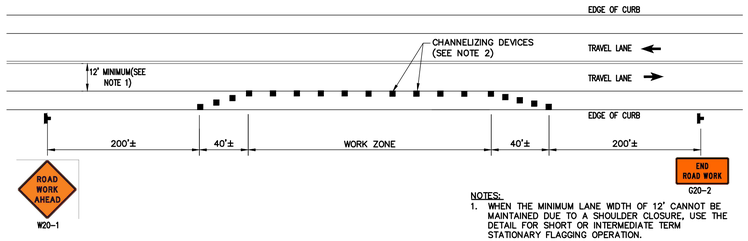
UTILITY PLAN / PROFILE
INNSBROOK ROAD: STA 11+25 TO STA 14+50
HIGHCREST CIRCLE: STA 14+50 TO STA 16+47

TOWN OF MANLIUS, ONONDAGA CO., NEW YORK

SCALE:
CONTRACT No.:
MJ PROJ. No.: 1456.04
DATE: AUGUST 2022

C-112

File Name: C:\Users\rsousa\AppData\Local\Temp\AcPublish_19348\1456.04 C-110 PLAN & PROFILE.dwg (Layout: C-112)
Date: Fri, Aug 12, 2022 - 11:08 AM (Name: rsousa)



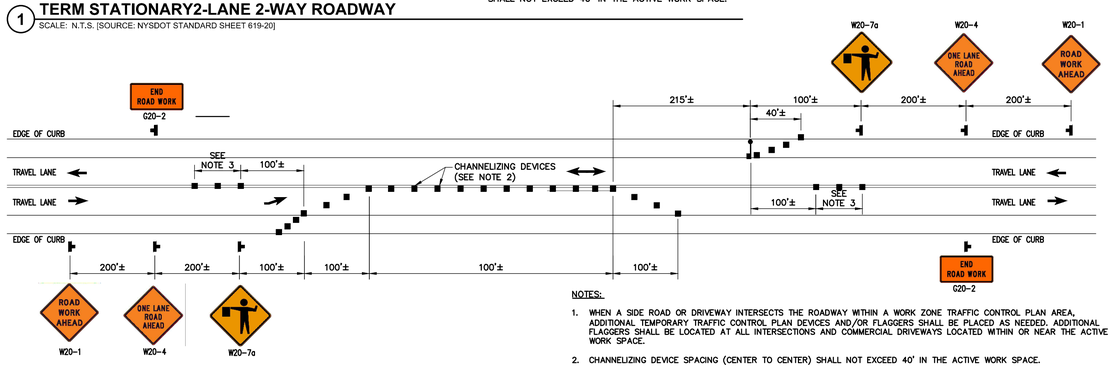
NOTES:
1. WHEN THE MINIMUM LANE WIDTH OF 12' CANNOT BE MAINTAINED DUE TO A SHOULDER CLOSURE, USE THE DETAIL FOR SHORT OR INTERMEDIATE TERM STATIONARY FLAGGING OPERATION.
2. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.

1 SHOULDER CLOSURE SHORT OR INTERMEDIATE TERM STATIONARY2-LANE 2-WAY ROADWAY

SCALE: N.T.S. [SOURCE: NYSDOT STANDARD SHEET 619-20]

WORK ZONE TRAFFIC CONTROL PLAN LEGEND

SYMBOL	DESCRIPTION
■	CHANNELIZING DEVICE
→	DIRECTION OF TRAFFIC
	FLAGGER
	SIGN, TEMPORARY
	WORK SPACE / BUFFER



NOTES:
1. WHEN A SIDE ROAD OR DRIVEWAY INTERSECTS THE ROADWAY WITHIN A WORK ZONE TRAFFIC CONTROL PLAN AREA, ADDITIONAL TEMPORARY TRAFFIC CONTROL PLAN DEVICES AND/OR FLAGGERS SHALL BE PLACED AS NEEDED. ADDITIONAL FLAGGERS SHALL BE LOCATED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK SPACE.
2. CHANNELIZING DEVICE SPACING (CENTER TO CENTER) SHALL NOT EXCEED 40' IN THE ACTIVE WORK SPACE.
3. CENTERLINE CHANNELIZING DEVICES ARE OPTIONAL AND MAY BE ELIMINATED WHERE SPACE CONSTRAINTS EXIST.
4. WHERE DIRECTED BY THE ENGINEER, A BUFFER SPACE SHALL BE PROVIDED INORDER TO LOCATE THE ONE-LANE, TWO-WAY TRAFFIC TAPER PRIOR TO ANY HORIZONTAL OR VERTICAL CURVE, IN ORDER TO PROVIDE ADEQUATE SIGHT DISTANCE FOR THE FLAGGERS AND/OR A QUEUE OF STOPPED VEHICLES.

2 FLAGGING OPERATION SHORT OR INTERMEDIATE TERM STATIONARY LANE CLOSURE ON 2-LANE 2-WAY ROADWAY

SCALE: N.T.S. [SOURCE: NYSDOT STANDARD SHEET 619-60]

MAINTENANCE AND PROTECTION OF TRAFFIC (M&PT) NOTES:

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND PROTECTION OF TRAFFIC (M&PT) FOR THE DURATION OF THE CONTRACT. M&PT SHALL BE PROVIDED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS:

   A. THE TRAFFIC CONTROL PLAN REQUIREMENTS SET FORTH IN THE PLANS.
   B. THE MOST CURRENT EDITION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL PLAN DEVICES (MUTCD).
   C. NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS – CHAPTER 19 WORK ZONE TRAFFIC CONTROL PLAN
   D. NYSDOT STANDARD SHEETS FOR WORK ZONE TRAFFIC CONTROL PLAN FOR LONG TERM OPERATION – 619 SERIES FOR LONG TERM OPERATIONS. I.E THE WORK ZONE IS IN EFFECT FOR OVERNIGHT.
   E. NYSDOT WORK ZONE TRAFFIC CONTROL PLAN MANUAL FOR SHORT TERM OPERATIONS, I.E THE WORK ZONE IS IN EFFECT ONLY DURING THE DAY AND IS NOT MAINTAINED OVERNIGHT.

2. THE MANUAL OF UNIFORM TRAFFIC CONTROL PLAN DEVICES (MUTCD) IS DEFINED AS THE NATIONAL MUTCD FOR STREETS AND HIGHWAYS (US DEPARTMENT OF TRANSPORTATION/FEDERAL HIGHWAY ADMINISTRATION) AS MODIFIED BY THE NEW YORK STATE SUPPLEMENT TO THE NATIONAL MUTCD. WHEN MUTCD IS NOTED IT REFERS TO THE MOST CURRENT EDITION.

3. THE TYPICAL DETAILS PRESENTED IN MUTCD AND NYSDOT STANDARD SHEETS REFLECT MINIMUM REQUIREMENTS. ADDITIONAL DEVICES AND/OR METHODS OF TRAFFIC CONTROL PLAN MAY BE ORDERED BY THE ENGINEER TO MEET FIELD CONDITIONS. IF AT ANY TIME THE ENGINEER DETERMINES THAT TRAFFIC IS NOT BEING PROPERLY MAINTAINED WITHIN A WORK ZONE, THE CONTRACTOR SHALL IMMEDIATELY CORRECT THE INDICATED DEFICIENCY.

4. THE PROPOSED TRAFFIC CONTROL PLAN PLAN MUST BE SUBMITTED FOR APPROVAL BY THE CONTRACTOR TO THE OWNER'S REPRESENTATIVE, FIVE (5) WORK DAYS PRIOR TO THE PLANNED START OF WORK. AT A MINIMUM THE M&PT PLANS SHALL INCLUDE THE FOLLOWING INFORMATION:

   A. STAGING OF ROADWAY OPERATIONS SO THAT 2-WAY TRAFFIC IS MAINTAINED AT ALL TIMES EITHER BY THE USE OF FLAGGERS, LANE SHIFTS, AND/OR SIGNING.
   B. USE THE EXISTING TRAFFIC SIGNAL FOR M&PT.
   C. USE OF TRAFFIC CONTROL PLAN DEVICES FOR WORK ZONE AND LIMITS OF WORK AREA TRAFFIC CONTROL PLAN.
   D. ALL REQUIREMENTS AS DETAILED IN THESE MAINTENANCE AND PROTECTION OF TRAFFIC (M&PT) NOTES.

5. THE CONTRACTOR SHALL PROVIDE THE OWNER'S REPRESENTATIVE, IN WRITING, WITH CONTACT INFORMATION FOR STAFF AUTHORIZED TO SECURE LABOR, MATERIALS, AND EQUIPMENT FOR EMERGENCY REPAIRS OUTSIDE OF NORMAL WORK HOURS. THE CONTACT INFORMATION SHALL INCLUDE NAMES, ADDRESSES, AND TELEPHONE NUMBERS (HOME AND CELL).

6. THE CONTRACTOR SHALL PROVIDE A TENTATIVE SCHEDULE OF OPERATIONS TO THE OWNER'S REPRESENTATIVE TWO WEEKS BEFORE BEGINNING CONSTRUCTION ACTIVITIES. DURING CONSTRUCTION, THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE NOTIFICATION TO THE OWNER'S REPRESENTATIVE OF CHANGES TO THE PREVIOUS WORK PLAN/WORK LOCATIONS. PROVISIONS SHALL BE MADE AT THE PRE-CONSTRUCTION MEETING OR OTHER MEETING PRIOR TO THE START OF WORK BETWEEN THE CONTRACTOR AND OWNER'S REPRESENTATIVE TO ADDRESS A SITUATION WHEN EMERGENCY ACCESS IS NEED THROUGH A CONSTRUCTION OPERATION OF CONTRACT LIMITS.

7. PRIOR TO THE START OF ANY WORK OPERATIONS, ALL RELATED WORK FOR PROPOSED WORK ZONE TRAFFIC CONTROL PLAN SHALL BE COMPLETE. THIS INCLUDES BUT IS NOT LIMITED TO, ALL SIGNS, SIGNALS, PAVEMENT MARKINGS, BARRIERS, DELINEATION (CONES, DRUMS, ETC.) FLAGGERS, PAVEMENT MODIFICATIONS, AND ANY OTHER RELATED WORK.

8. AT LEAST ONE LANE OF TRAFFIC ALONG EAST LOOP MUST REMAIN OPEN AT ALL TIMES DURING WORK HOURS. AT THE END OF EACH WORK DAY, TWO WAY TRAFFIC MUST BE RETURNED AND THE CONTRACTOR SHALL PROVIDE APPROPRIATE PROTECTION OF EXCAVATION WHILE TRAVEL LANE WHERE WORK IS OCCURRING IS BEING UTILIZED FOR TWO WAY TRAFFIC.

WORK LOCATIONS:

1. A MINIMUM 500' LONGITUDINAL DISTANCE SHALL BE MAINTAINED BETWEEN WORK OPERATIONS ON ALTERNATE SIDES OF THE ROADWAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

2. IF TWO OR MORE WORK AREAS ARE ADJACENT, OVERLAP, OR IN CLOSE PROXIMITY (LESS THAN 500' APART,) THE CONTRACTOR SHALL ENSURE THAT THERE ARE NO CONFLICTING SIGNS OR PAVEMENT MARKINGS, AND THAT LANE CONTINUITY IS MAINTAINED THROUGHOUT ALL WORK AREAS.

3. WORK ZONE ON OPPOSITE SIDES OF THE ROAD SHALL NOT OVERLAP. A WORK ZONE IS DEFINED AS THAT AREA IN WHICH TRAFFIC IS RESTRICTED BECAUSE OF CONSTRUCTION ACTIVITIES, OR THAT AREA WHICH INVOLVES A DROP-OFF WITHIN 10' OF THE EDGE OF PAVEMENT.

LANE CLOSURES:

1. THE CONTRACTOR SHALL LOCATE LANE CLOSURES TO PROVIDE OPTIMUM VISIBILITY, IE. PRIOR TO HORIZONTAL CURVES AND VERTICAL CRESTS, TO THE EXTENT CONDITIONS PERMIT.

2. THE CONTRACTOR MAY BE REQUIRED TO RE-OPEN ALL TRAVEL LANES AT ANY TIME IF THE ROUTE IS NEEDED FOR EMERGENCY PURPOSES, INCLUDING INCIDENTS OUTSIDE THE CONTRACT LIMITS.

3. LANE CLOSURES MUST CONFORM TO THE TIME REQUIREMENTS OF THE CONTRACT DOCUMENTS.

4. TEMPORARY LANE CLOSURES MAY NOT BE PERMITTED DURING THE PEAK TRAVEL PERIODS OF 7:00 TO 9:00 AM AND 4:00 TO 6:00 PM.

WORK ZONE TRAVEL LANES:

1. THE MINIMUM LANE WIDTH FOR WORK ZONE TRAVEL LANES SHALL BE 12'. EXCEPTIONS TO THESE MINIMUM LANES WIDTHS MUST BE AUTHORIZED BY THE ENGINEER.

PUBLIC ACCESS:

1. SUITABLE RAMPS SHALL BE INSTALLED TO MAINTAIN SMOOTH TRANSITIONS FROM DRIVEWAYS TO AND FROM THE WORK AREA.

CHANNELIZING DEVICES:

1. WHERE POSSIBLE ALL CHANNELIZING AND GUIDING DEVICES ARE TO BE PLACED SO AS TO PROVIDE A MINIMUM 2' LATERAL CLEARANCE TO THE TRAVELED WAY.

2. THE CONTRACTOR SHALL NOT MIX CHANNELIZATION DEVICES IN A LINEAR CLOSURE OR TAPER; I.E. CONES, VERTICAL PANELS AND DRUMS SHALL NOT BE USED IN THE SAME TAPER OR CLOSURE. HOWEVER, DIFFERENT CHANNELIZATION DEVICES MAY BE USED IN DIFFERENT AREAS OF A PROJECT.

FLAGGING AND TRAFFIC CONTROL PLAN:

1. THE USE OF TEMPORARY SIGNALS AS A SUBSTITUTE FOR FLAGGERS WILL NOT BE ALLOWED ON THIS PROJECT.

2. FLAGGER SIGNS SHALL NOT BE USED FOR BRIEF PERIODS OF INCIDENTAL FLAGGING AND SHALL NOT BE VISIBLE WHEN FLAGGERS ARE NOT BEING USED.

SIGNS:

1. ALL SIGNS SHALL BE LOCATED AS SHOWN IN THE WORK ZONE TRAFFIC CONTROL PLAN PLANS OR AS SPECIFIED BY THE CURRENT MUTCD, NYSDOT STANDARD SHEETS, OR NYSDOT WORK ZONE TRAFFIC CONTROL PLAN MANUAL. SIGNS GENERALLY SHALL BE LOCATED ALONG THE RIGHT SIDE OF THE ROADWAY FACING ONCOMING TRAFFIC AT RIGHT ANGLES.

2. THE LOCATIONS OF SIGNS MAY BE ADJUSTED FROM THAT SHOWN IN THE WORK ZONE TRAFFIC CONTROL PLAN PLANS BASED ON SIGHT DISTANCE AND OTHER CONSIDERATIONS. THE FINAL LOCATIONS OF SIGNS ARE SUBJECT TO THE OWNER'S REPRESENTATIVE APPROVAL.

3. THE CORRECT SEQUENCE AND SPACING OF SIGNS, EITHER PERMANENT OR TEMPORARY MUST BE MAINTAINED AT ALL TIMES IN ACCORDANCE WITH THE M.U.T.C.D. UNLESS SHOWN OTHERWISE ON THE PLANS. ALL SIGNS, INCLUDING GUIDE SIGNS, SHALL INDICATE ACTUAL CONDITIONS AT ALL TIMES AND SHALL BE COVERED, MOVED, REMOVED, OR CHANGED IMMEDIATELY AS ORDERED BY THE ENGINEER.

4. EXISTING SIGNS THAT CONFLICT IN MESSAGE OR VISIBILITY WITH THE SIGNS REQUIRED BY THE WORK ZONE TRAFFIC CONTROL PLAN PLAN LAYOUT SHALL BE COVERED, REMOVED, STORED OR RESET AS APPROVED BY THE ENGINEER. ALL APPROPRIATE EXISTING SIGNS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION UNLESS REPLACED UNDER THIS CONTRACT.

5. SIGNS AT OR NEAR INTERSECTIONS SHALL BE PLACED SO THAT THEY DO NOT OBSTRUCT A MOTORIST'S LINE OF SIGHT.

6. WARNING AND REGULATORY SIGNS SHALL BE POSTED ON BOTH SIDES OF MULTI-LANE DIVIDED HIGHWAYS, MULTI-LANE RAMPS, AND ONE WAY STREETS. IF LANE RESTRICTIONS REDUCE THE TRAVEL WAY TO ONE LANE, SIGNS SHALL BE PLACED ON THE RIGHT SIDE OF THE ACTIVE TRAVEL LANE, UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

7. THE DIMENSIONS OF WORK ZONE TRAFFIC CONTROL PLAN SIGNS ARE DESCRIBED IN THE MUTCD AND OTHER DOCUMENTS NOTED IN GENERAL NOTES 1'. ANY CHANGES TO THE DIMENSIONS SHALL BE APPROVED BY THE ENGINEER.

8. SIGN INSTALLATION NOTES:
   A. SIGN SUPPORT – THE CONTRACTOR SHALL SUPPLY ADEQUATE SUPPORTS SO THAT THE SIGNS ARE IMPROPER POSITION AND ALIGNMENT AS SHOWN IN THE WORK ZONE TRAFFIC CONTROL PLAN PLAN, AND OTHER M&PT REQUIREMENT DOCUMENTATION. ALL WOOD SUPPORTS SHALL BE PAINTED WITH TWO (2) COATS OF WHITE PAINT.
   B. SIGN PANELS MAY BE MADE OF ALUMINUM, STEEL OR PLYWOOD. THE BACKS OF ALL PLYWOOD PANELS SHALL BE PAINTED WITH TWO (2) COATS OF WHITE PAINT.
   C. SIGN LEGEND – SIGN LEGEND, BORDERS AND MARGINS SHALL BE IN ACCORDANCE WITH THE MUTCD.
   D. SIGN COLOR – THE COLOR OF THE SIGN BACKGROUND AND LEGEND SHALL BE AS SPECIFIED IN THE MUYCD. THE MARGIN SHALL BE THE SAME COLOR SPECIFIED FOR THE BACKGROUND, AND THE BORDER SHALL BE THE SAME COLOR SPECIFIED FOR THE LEGEND.
   E. SIGN SHAPE – THE SHAPE OF ALL SIGNS SHALL BE AS SPECIFIED IN THE MUTCD. CORNERS OF SIGNS SHALL BE ROUNDED.
   F. REFLECTORIZATION – ALL SIGNS SHALL BE REFLECTIVE USING HIGH INTENSITY REFLECTORIZED TAPE OR PAINT. ALL SIGNS SHALL BE REVIEWED AT NIGHT AFTER ERECTION FOR VISIBILITY AND REFLECTORIZATION. ANY SIGNS NOT MEETING PROPER REFLECTION REQUIREMENTS SHALL BE REPLACED.

8. THE CONTRACTOR SHALL KEEP SIGNS CLEANED AND CLEARED AT ALL TIMES. ALL SIGNS ARE THE PROPERTY OF THE CONTRACTOR AND SHALL BE MAINTAINED IN GOOD CONDITION FOR THE DURATION OF THE CONTRACT. ALL SIGNS SHALL BE REMOVED FROM THE WORK SITE WHEN THE CONTRACT WORK IS ACCEPTED.

CONSTRUCTION VEHICLES, EQUIPMENT AND MATERIALS:

1. THE CLEAR ROADSIDE AREA IS DEFINED AS THE AREA WITHIN 15 FEET OF THE EDGE OF THE TRAVEL WAY.

2. CONTRACTOR VEHICLES NOT IN USE AND PRIVATE VEHICLES OWNED BY CONTRACTOR'S EMPLOYEES SHALL NOT BE PARKED IN THE CLEAR ROADSIDE AREA. OR ANY OTHER LOCATION CONSIDERED BY THE ENGINEER TO BE HAZARD. THIS REQUIREMENT IS NOT LIMITED TO THE CONTRACT LIMITS.

3. NO MATERIAL IS TO BE STORED WITHIN THE CLEAR ROADSIDE AREA WITHOUT THE APPROVAL OF THE ENGINEER.

4. VEHICLES BELONGING TO THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES SHALL NOT BE PARKED IN A MANNER WHICH OBSTRUCTS SIGNS, BARRIERS, BARRICADES, OR OTHER TRAFFIC CONTROL PLAN DEVICES.

5. VEHICLES BELONGING TO THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES SHALL NOT BE PARKED IN A MANNER WHICH INTERFERES WITH ACCESS TO ABUTTING PROPERTIES.

6. THE CONTRACTOR SHALL PLAN AND INCORPORATE ACCESS POINTS INTO THE WORK ZONE SUCH THAT, TO THE EXTENT PRACTICAL, THE CONTRACTOR'S VEHICLES ENTERING AND LEAVING THE WORK ZONE SHALL NOT IMPEDE THE MOVEMENT OF THROUGH TRAFFIC IN THE ADJACENT OPEN LANE.

WORK DURATION:

WORK DURATION DIRECTLY INFLUENCES THE REQUIREMENTS FOR WORK ZONE TRAFFIC CONTROL. TO FACILITATE THE UNDERSTANDING OF THE INFORMATION PRESENTED IN THE CONTRACT PLANS AND DOCUMENTS, ESPECIALLY THE NYSDOT DOCUMENTS REFERENCED IN THE M&PT GENERAL NOTES, THE FOLLOWING DEFINITIONS ARE PRESENTED.

1. LONG TERM STATIONARY WORK – WORK THAT OCCUPIES A LOCATION MORE THAN THREE CONSECUTIVE DAYS. TYPICALLY THE WORK AREA IS OCCUPIED BY EXCAVATIONS, MATERIALS, AND/OR EQUIPMENT AT TIMES WHEN WORKERS ARE NOT PRESENT.

2. INTERMEDIATE-TERM STATIONARY WORK – WORK THAT OCCUPIES A LOCATION MORE THAN ONE DAYLIGHT PERIOD UP TO THREE CONSECUTIVE DAYS, OR NIGHTTIME WORK LASTING MORE THAN ONE HOUR. TYPICALLY THE WORK AREA IS OCCUPIED BY EXCAVATIONS, MATERIALS, AND/OR EQUIPMENT AT TIMES WHEN WORKERS ARE NOT PRESENT.

3. SHORT-TERM STATIONARY WORK – DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN ONE HOUR WITHIN A SINGLE DAYLIGHT PERIOD.

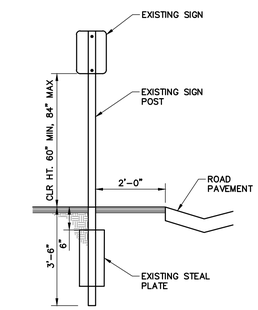
4. SHORT DURATION WORK – WORK THAT OCCUPIES A LOCATION UP TO ONE HOUR. EXAMPLES ARE POT HOLE REPAIR, MINOR GUIDERAIL REPAIR, AND SIGN REPAIR.

5. MOBILE WORK – WORK THAT MOVES INTERMITTENTLY OR CONTINUOUSLY. EXAMPLES ARE PAINT STRIPING OPERATIONS, SWEEPING OPERATIONS, AND HERBICIDE SPRAYING

THE ABOVE DEFINITIONS ARE ON PER NYSDOT STANDARD SHEET 619-11 AND THE NYSDOT WORK ZONE TRAFFIC CONTROL PLAN MANUAL.

LONG-TERM AND INTERMEDIATE-TERM WORK ZONE TRAFFIC CONTROL PLAN REQUIREMENTS ARE COVERED BY THE 619 SERIES OF THE NYSDOT STANDARD SHEETS.

SHORT-TERM, SHORT DURATION, AND MOBILE WORK ZONE TRAFFIC CONTROL PLAN REQUIREMENTS ARE COVERED BY THE NYSDOT WORK ZONE TRAFFIC CONTROL PLAN MANUAL.



6 SINGLE POST SIGN MOUNTING DETAIL

SCALE: N.T.S.

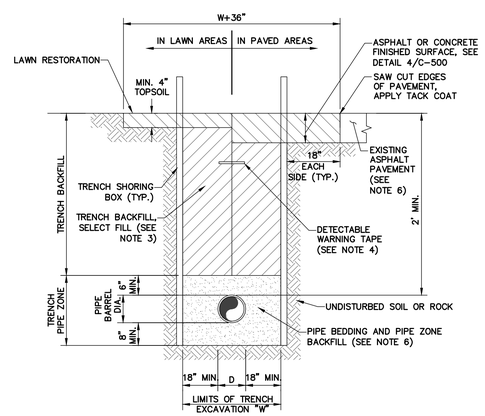
SIGN SCHEDULE

TEXT	MUTCD #	MINIMUM SIZE	COLOR CODE
ROAD WORK AHEAD	W20-1	36"X36"	A
ONE LANE ROAD AHEAD	W20-4	36"X36"	A
	W20-7A	36"X36"	A
END ROAD WORK	G20-2	36"X18"	A
DETOUR	M4-9BR	24"X30"	A
DETOUR	M4-9BL	24"X30"	A
SIDEWALK CLOSED	R9-9	24"X30"	B

SIGNAGE COLOR CODE LEGEND

CODE	DESCRIPTION
A	BLACK LEGEND AND BORDER ON ORANGE BACKGROUND
B	BLACK LEGEND AND BORDER ON WHITE BACKGROUND

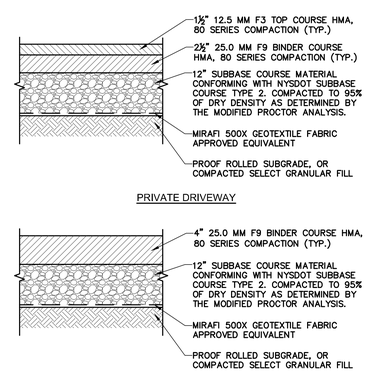
NOTES:
1. DIMENSIONS ARE SHOWN IN INCHES AND ARE SHOWN AS WIDTH X HEIGHT.
2. THESE TABLES ARE FOR REFERENCE PURPOSES ONLY. FOR ADDITIONAL SIGNAGE NOT SHOWN ON THESE TABLES REFER TO THE M.U.T.C.D.



NOTES:
1. D=OUTSIDE PIPE DIAMETER.
2. ON-SITE EXCAVATED TRENCH MATERIAL MAY BE USED AS SELECT FILL IF MEETING THE REQUIREMENTS OF SELECT FILL MATERIAL, AND FOR WHICH HAS PAVEMENT, ROOTS, DEBRIS, AND STONES GREATER THAN 3" REMOVED. TRENCH BACKFILL SHALL BE PLACED IN MAXIMUM 8" LIFTS AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
3. PLACE 6" WIDE X 4 MIL THICK DETECTABLE WARNING TAPE 6" BELOW SUBBASE IN PAVED AREAS AND 12" BELOW FINISHED GRADE IN LAWN OR LANDSCAPING AREAS.
4. CONTRACTOR SHALL SHEET AND BRACE TRENCH PER OSHA STANDARDS WHEN INSUFFICIENT SPACE IS AVAILABLE TO SIDE SLOPE TRENCH PER OSHA STANDARDS. UNLESS OTHERWISE APPROVED, SHEETING AND BRACING MUST BE REMOVED AS BACKFILL PROGRESSES..
5. REFER TO SPECIFICATION SECTION 310000 FOR TRENCH BACKFILL, PIPE BEDDING AND PIPE ZONE BACKFILL FOR ADDITIONAL GRADATION AND COMPACTION REQUIREMENTS.
6. IF EXISTING ASPHALT PAVEMENT DEPTH IS GREATER THAN THE PROPOSED ASPHALT SECTION, INCREASE PROPOSED ASPHALT BINDER THICKNESS TO MATCH EXISTING

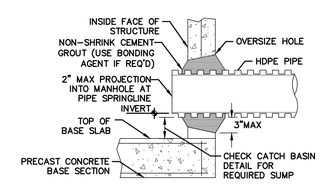
3 PIPE TRENCH AND BEDDING (TYPICAL)

SCALE: N.T.S.



4 ASPHALT PAVEMENT SECTION

SCALE: N.T.S.



5 PIPE CONNECTION TO DRAINAGE STRUCTURE - HDPE CEMENT GROUT SEAL JOINT

SCALE: N.T.S.

SUBMITTAL / REVISIONS

No.	DATE	DESCRIPTION	BY	REVIEWED BY:	DATE
1	8/10/22	PRELIMINARY DESIGN SUBMISSION	BS	JB	8/2/22

PROJ. MANAGER:	JB
CHIEF DESIGNER:	BS
DESIGNED BY:	BS
DRAWN BY:	BS
CHECKED BY:	JB

THE ALTERATION OF THIS MATERIAL IN ANY WAY, UNLESS DONE UNDER THE DIRECTION OF A COMPARABLE PROFESSIONAL, (I.E.) ARCHITECT FOR AN ARCHITECT, ENGINEER FOR AN ENGINEER OR LANDSCAPE ARCHITECT FOR A LANDSCAPE ARCHITECT, IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW AND/OR REGULATIONS AND IS A CLASS "A" MISDEMEANOR.

Engineering and Land Surveying, P.C.
1533 Crescent Road - Clifton Park, NY 12065

CONSOLIDATED DRAINAGE DISTRICT NO. 3
CLARK HILL STORM SYSTEM REHABILITATION

DETAILS

TOWN OF MANLIUS, ONONDAGA CO., NEW YORK

SCALE:
CONTRACT No.:
MJ PROJ. No.: 1456.04
DATE: AUGUST 2022

C-500

PROJECT MANUAL

FOR

CONSOLIDATED DRAINAGE DISTRICT NO. 3
CLARK HILL STORM
SEWER REHABILITATION

PREPARED FOR:
Town of Manlius
301 Brooklea Drive
Fayetteville, New York 13066

PREPARED BY:

Engineering and Land Surveying, P.C.
1533 Crescent Road - Clifton Park, NY 12065

MJ Project No. 1456.04

Bid Documents
TBD

TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

Introductory Information

Section	Title	No. of Pages
Cover Page		1
Table of Contents		2
C-111	Invitation to Bid	2

Bidding Documents

Section	Title	No. of Pages
C-200	Instructions to Bidders	10 Pages
C-220	Notice to Bidders – Bid Forms	1 Page
C-230	Bid Form	5 Pages
SRF	Mandatory SRF Terms and Conditions	15 Pages
C-310	Bidder's Qualifications Statement	3 Pages
C-430	Subcontractor Listing	C-430-1
C-440	Substitution Listing	C-440-1
C-450	Material and Equipment Supplier Listing	C-450-1
C-480	Non-Collusive Certification	C-480-1 to C-480-2
C-490	Hold Harmless Agreement	C-490-1

Contracting Documents

Section	Title	No. of Pages
C-500	Agreement	6
C-610	Performance Bond	3
C-615	Payment Bond	3
C-670	Certificate of Owner's Attorney	1
C-700	Standard General Conditions of the Construction Contract	42
C-810	Supplementary Conditions Modifications to General Conditions	8
C-820	Supplementary Conditions – Additional Articles	6
	New York State Department of Labor Prevailing Wage Rates	
C-851	Drawing Index	1

DIVISION 01 - GENERAL REQUIREMENTS

Section	Title
011000	Summary of Work
011400	Work Restrictions
012100	Allowances
012500	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013300	Submittal Procedures
014000	Quality Requirements
014100	Regulatory Requirements
014200	References
015000	Temporary Facilities and Controls

016000 Product Requirements
017000 Execution Requirements
017123 Field Engineering
017310 Cutting and Patching
017700 Closeout Procedures

DIVISION 02-48 - TECHNICAL SPECIFICATIONS

Division 02 – Existing Conditions

Section	Title
023313	Underground Utility Locator Service

Division 31 - Earthwork

Section	Title
310000	Earthwork
310101	Site Restoration
312513	Erosion and Sediment Control

Division 32 – Exterior Improvements

Section	Title
321316	Asphalt Paving

Division 33 – Utilities

Section	Title
334104	Corrugated Polyethylene Storm Drain Pipe

END OF TABLE OF CONTENTS

SECTION C-111: INVITATION TO BID

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Town of Manlius, County of Onondaga, State of New York on the XXst day of [Month], [Year] at 2:00 PM EST at Manlius Town Hall located at 301 Brooklea Drive, Fayetteville, New York 13066, at which time and place bids will be opened and read in public for:

Town of Manlius: Clark Hill Storm Sewer Rehabilitation

To become a Registered Plan Holder and to obtain electronic copies of the Contract Documents, please visit the M.J. Engineering and Land Surveying, P.C. Plan Room located at http://www.mjels.com/bids.

Only Registered Plan Holders will be allowed to submit a bid. Addenda, if any, will be issued only to Registered Plan Holders whose name and address are on record as having obtained the Contract Documents from the M.J. Engineering and Land Surveying, P.C. Plan Room.

The Project includes one prime contract which is generally described as follows:

> Mobilization, stakeout of utilities and necessary work, UFPO clearances, selective removals, trenching/excavation, protection of existing facilities and structures; asphalt paving, storm sewer pipe installation, clean-up; site restoration; erosion and sediment control, and all work necessary to complete the rehabilitation of an existing storm sewer system.

Work shall be substantially completed on or before [Month, day, year], and ready for final payment by [Month, day, year],.

Bids will be received on a lump sum basis, with allowances, if included. The envelopes containing the bids must be sealed and addressed to the Town of Manlius Town Clerk, 301 Brooklea Drive, Fayetteville, New York 13066and must be designated as “Town of Manlius: Clark Hill Storm Sewer Rehabilitation”.

Bids actually received by mail or by hand after the appointed time on the date specified shall be rejected, notwithstanding that such Bid may have been placed in a mailbox or other mail receptacle regularly maintained by the United States Postal Service before such time and ordinarily in sufficient time to have been delivered on time.

The Town of Manlius is an exempt organization under the Tax Law and is exempt from payment of Sales and Compensating Use Taxes on materials which are to be incorporated into the project and which are to be separately sold by the Contractor to the Owner prior to incorporation into the project, pursuant to the provisions of the Contract. These taxes are not to be included in the bid.

Bid security in the amount of 5% of the Bid must accompany each Bid in accordance with the Instruction to Bidders.

The successful Bidders will be required to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price.

A pre-bid conference will not be held.

Drawings and Specifications may be examined at the following locations:

- Town of Manlius Town Hall, 301 Brooklea Drive, Fayetteville, New York 13066
- M.J. Engineering & Land Surveying, P.C., 21 Corporate Drive, Suite 100, Clifton Park, New York 12065

The project contact is Joel Bianchi, PE, M.J. Engineering & Surveying, P.C., (518) 371-0799 x 404.

Deadline for questions is 5:00 PM on [Month, day, year].

The Bidders must comply with New York State Department of Labor Prevailing Wage Rate Schedule

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

The Town of Manlius, as Owner, reserves the right to waive any informalities or irregularities in the Bid received, or to reject any or all Bids without explanation.

By Order of: Town of Manlius

[Month, day, year],

END OF SECTION C-111

SECTION C-200: INSTRUCTION TO BIDDERS

TABLE OF CONTENTS

Article	Title	Page
1	DEFINED TERMS	2
2	COPIES OF BIDDING DOCUMENTS	2
3	QUALIFICATIONS OF BIDDERS	2
4	EXAMINATION OF CONTRACT DOCUMENTS AND SITE	2
5	AVAILABILITY OF LANDS FOR WORK. etc.	5
6	INTERPRETATION AND ADDENDA	5
7	BID SECURITY	5
8	CONTRACT TIMES	6
9	LIQUIDATED DAMAGES	6
10	SUBSTITUTE OR “OR-EQUAL” ITEMS	6
11	SUBCONTRACTORS, SUPPLIERS AND OTHERS	6
12	BID FORM	7
13	SUBMISSION OF BIDS	8
14	MODIFICATION AND WITHDRAWAL OF BIDS	8
15	OPENING BIDS	8
16	BIDS TO REMAIN SUBJECT TO ACCEPTANCE	8
17	AWARD OF CONTRACT	9
18	CONTRACT SECURITY	9
19	DISQUALIFICATION	10
20	SIGNING OF AGREEMENT	10
21	SALES AND USE TAX	11
22	RETAINAGE	11

1. Defined Terms.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (C-700) (2002 Edition) have the meanings assigned to them in the General Conditions.

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

1.1 Bidder - one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.

1.2 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.3 Successful Bidder - the lowest, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents.

2.1. Complete sets of the Bidding Documents may be obtained from the Issuing Office for the sum stated in the Advertisement or Invitation to Bid.

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

3. Qualifications of Bidders

3.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days after Bid Opening upon Owner's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Some or all of this data may be requested as part of the Bid by inclusion of a Bidder's Qualification Statement in the Bid Forms that must be completed by all Bidders. Each bid must contain evidence of Bidder's qualification to do business in the state where project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site.

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

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

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

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

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

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

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

4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appear in Paragraphs 4.02 and 4.03 of the General Conditions.

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

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

4.6 Each bidder must inform themselves of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract. Insofar as possible the contractor, in carrying out the Work, must employ such methods of means as will not cause any interruption of or interference with the Work of any other contractor.

4.7 At the time of the opening of Bids each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all Addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect of his/her bid.

4.8 The Contractor agrees that before making Contractor’s proposal, Contractor carefully examines the Contract Documents, together with the site of the proposed Work, as well as its surrounding territory, and is fully informed regarding all the conditions affecting the Work to be done and labor and materials to be furnished for the completion of this contract, including the existence of wire, pipes, and other facilities and structures of municipal and other public service corporations on, over and under the site, and that this information was secured by personal investigation and research and not from estimates or records of the Owner, and that he will make no claim against

the Owner by reason of estimates, tests, or representations of any officer or agent of the Owner.

4.9 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Document and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

4.10 The provisions of 4.1 through 4.4, inclusive, do not apply to Asbestos, Polychlorinated byphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive Material covered by Paragraph 4.06 of the General Conditions.

5. Availability of Lands for Work, etc.

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

6. Interpretations and Addenda.

6.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

7. Bid Security.

Each Bid must be accompanied by Bid Security made payable to the Owner in an amount of five percent (5%) of the Bidder's maximum bid price and in the form of a certified bank check or Bid Bond issued by a Surety meeting the requirements of Paragraph 5.1 of the General Conditions.

The Bid Security of the Successful Bidder will be retained until such bidder has executed the Agreement and furnished the required Contract Security, whereupon the Bid Security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnishes the required Contract Security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be

retained by Owner until the earlier of the seventh (7th) day after the Effective Date of the Agreement (which term is defined in the General Conditions) or the forty-sixth (46th) day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

8. Contract Times.

The number of days within which, or the dates by which, the Work is to be substantially completed and also complete and ready for final payment (the term "Contract Times" is defined in paragraph 1.01 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

9. Liquidated Damages.

Provisions for liquidated damages, if any, are set forth in the Agreement.

10. Substitute and "Or-Equal" Items.

10.1 The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to the Owner, application for such acceptance will not be considered by the Owner until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by the Owner is set forth in Article 6.05 of the General Conditions and may be supplemented in the General Requirements.

10.2 The materials and equipment described in the Bidding documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least fifteen (15) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves any proposed substitution, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approval made in any other manner.

10.3 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.

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

11. Subcontractors, Suppliers and Others.

11.1 If the work to be subcontracted requires licensing, evidence of proper licensing must be submitted with the request for approval. All subcontractors must submit proof of insurance. (Contractor's bodily injury, Contractor's property damage liability insurance including blasting insurance and Workmen's Compensation Insurance) in the same amounts required under the Contractor's Agreement with the Owner.

11.2 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent Successful Bidder, and any other Bidder so requested, shall within seven (7) days after the Bid opening submit to Owner a list of all Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work for which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. If Owner or Engineer/Architect after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

11.3 If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractor, Supplier, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Article 6.06, Paragraph B of the General Conditions.

11.4 Some or all of such identification of subcontractors and material and equipment suppliers may be requested as part of the Bid by inclusion of an appropriate form(s) in the Bid Forms that must be completed by all Bidders.

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

12. Bid Form.

12.1 The bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer.

12.2 All blanks on the Bid Form must be completed by printing in black ink or by typewriter. Where space has been provided, the Bid price(s) on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

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

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

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

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

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

12.8 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

12.9 Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid form. The price of each alternate, if any, will be the amount added to *or* deleted from the base Bid if OWNER selects the alternate. In evaluation of Bids, alternates will be applied in the same order as listed in the Bid form.

12.10 By signing the bid, the contractor(s) indicate full knowledge and acceptance of all the provisions of the specifications and the bid proposal. The bid must be completed in the name of the bidder, corporate or other, and must be fully and properly executed by an authorized person.

13. Submission of Bids.

Bids shall be submitted at the time and place indicated in the Advertisement of Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notification "BID ENCLOSED" on the face of it. Bids sent through the postal service shall be by registered mail.

14. Modification and Withdrawal of Bids.

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

14.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

15. Opening of Bids.

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

16. Bids to Remain Subject to Acceptance.

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

17. Award of Contract.

17.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

17.2 In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternatives, and other data, as may be requested in the Bid Form or prior to the Notice of Award. It is the Owners intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form, but Owner may accept them in any order or combination.

17.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner’s satisfaction.

17.5 If the contract is to be awarded, it will be awarded to lowest Bidder whose evaluation by the Owner indicates to Owner that the award will be in the best interests of the Project.

Bid proposals shall remain firm, pending bid award, for a period not to exceed forty-five (45) days from the bid opening date.

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

18. Contract Security.

Paragraph 5.01 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

19. Disqualification

19.1 The Owner reserves the right to refuse to issue a Bid Form to a prospective Bidder should such Bidder be in default for any of the following reasons:

a) Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited or otherwise included, in the Contract Documents as a requirement for Bidding.

b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the Contract Documents to a prospective Bidder.

c) Contractor defaulted under previous contracts with the Owner.

d) Contractor has performed unsatisfactory work on previous contracts with the Owner.

19.2 Bids received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if the Bidder cannot show that he has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to complete the work at the rate or within the time specified. A Bid may be rejected if the Bidder is already obligated for the performance of other work that would delay the commencement or completion of the work.

19.3 The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations contained in the Contract Documents and to complete the work described therein.

19.4 Bids shall be considered irregular and rejected for the following reasons:

a) If the Bid is on a Form other than that furnished by the Owner, or, if the Owner's Bid Form is altered, or, if any part of the Bid Form is detached.

b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the Bid incomplete, indefinite, or otherwise ambiguous.

c) If the Bid is not accompanied by the Bid Security specified by the Owner.

20. Signing of Agreement.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the

required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter Owner will deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of Drawings with appropriate identification.

21. Prebid Conference.

A prebid conference may be scheduled if requested by the bidders or otherwise noted in Section C-111, Invitation to Bid.

22. Sales And Use Taxes.

The Owner is exempt from New York State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. Refer to Supplementary Conditions SC-6.15 for additional information.

23. Retainage.

Provisions concerning retainage and Contractors' rights to deposit securities in lieu of retainage are set forth in the Agreement.

END OF SECTION C-200

SECTION C-220: NOTICE TO BIDDERS - BID FORMS

The complete Bid Forms are stapled together and inserted in the pocket, which follows this page. These Bid Forms are to be completely filled in and submitted as the Formal Bid. The bound Project Manual book should not be submitted with the Bid Form.

END OF SECTION C-220

SECTION C-230: BID FORM

FOR: **Clark Hill Storm Sewer Rehabilitation**

Town of Manlius
Onondaga County, New York

TO: **Town of Manlius Town Hall**
301 Brooklea Court
Fayetteville, New York 13066

FROM: _____ _____
(Name of Bidder) (Date Bid Submitted)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and submit the Agreement with the documents required by the Bidding requirements within fifteen (15) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   A. BIDDER has examined and carefully studied copies of all the Bidding Documents and of the following addenda (receipt of which is hereby acknowledged):

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

   B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

   C. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.

   D. BIDDER is aware of the general nature of Work to be performed by Owner and others at the

site that relates to Work for which this Bid is submitted as indicated in the Contract Documents

E. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

F. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

G. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

H. NON-COLLUSIVE BIDDING CERTIFICATION. As required by section 103-d of New York State General Municipal Law, the Bidder must complete and submit with the Bid the certification on page C-480-1.

I. This project is publicly funded. The Bidders must comply with New York State Department of Labor Prevailing Wage Rate Schedule and conditions of employment.

4. BIDDER will complete the work for the following price(s):

Construction Contract Base Bid (Lump Sum)	*Numbers*
All Work Except Allowance(s)	$
Field Order Allowance (as described in Section 012100)	$ $16,000
Total Bid Amount (Sum of 1, and 2)	$

BASE BID: CLARK HILL STORM SEWER REHABILITATION

PART 1 - DESCRIPTION

Under this item the Contractor shall construct the park in accordance with the Contract Plans and Specifications.

PART 2 – WORK INCLUDED

Contract No. 1 – Construction Contract (Base Bid)
Mobilization, stakeout of utilities and necessary work, UFPO clearances, selective removals, trenching/excavation, protection of existing facilities and structures; asphalt paving, storm sewer pipe installation, clean-up; site restoration; erosion and sediment control, and all work necessary to complete the rehabilitation of an existing storm sewer system.

PART 3 – ASSOCIATED WORK NOT INCLUDED

N/A

PART 4 – METHOD OF PAYMENT

Payment for all contracts will be made at lump sum price.

PART 5 – 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.

5. BIDDER agrees to commence work within fifteen (15) days after Contract Time commences.

   BIDDER agrees that the Work will be substantially complete on or before [Month, day, year] and ready for final payment in accordance with Article 14.07, Paragraph B of the General Conditions on or before [Month, day, year].

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

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

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

   B. C-310 Required Bidder's Qualification Statement, with supporting data.

   C. C-430 Subcontractor Listing.

   D. C-440 Substitution Listing.

   E. C-450 Material and Equipment Supplier's Listing.

   F. C-480 Non-Collusive Bidding Certification.

   G. C-490 Hold Harmless Agreement.

   H. List of Project References.

7. Communications concerning this Bid shall be addressed to the address of Bidder as indicated on the following signature pages.

8. The terms used in this Bid which are defined in the General Conditions and/or Supplementary Conditions of the Construction Contract included as part of the Contract Documents have the meanings associated to them in the General Conditions and/or Supplementary Conditions.

If BIDDER is an INDIVIDUAL

By: _____
(signature)

_____
(print or type individual's name and title, if applicable)

Doing
Business As: _____
Business
Address: _____

_____

Phone No: _____

Fax No: _____

If BIDDER is a PARTNERSHIP

_____
(print or type firm name)

By: _____
(signature of general partner)

(print or type partner's name and title)

Business
Address: _____
_____
Phone No: _____
Fax No: _____

If BIDDER is a CORPORATION

_____
(print or type corporation's name)

_____
(state of incorporation)

By:

_____
(signature of president or vice-president, see Instructions to Bidders)

_____
(print or type name and title) (Corporate Seal)

Attest (by corporate secretary or assistant secretary):

_____
(signature)

_____
(name and title)

Business
Address: _____
_____

Phone No: _____
Fax No: _____

If BIDDER is a JOINT VENTURE

_____
(print or type firm name of joint venture)

_____
(signature) (name and title)

Business
Address: _____
_____

Phone No: _____
Fax No: _____

_____
(signature) (name and title)

Business
Address: _____
_____

Phone No: _____
Fax No: _____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION C-230

SECTION C-310: BIDDER'S QUALIFICATION STATEMENT

The Undersigned Bidder guarantees the accuracy of all statements made herein. Please print in ink or type in the spaces provided. Attach additional sheets if necessary.

This statement of Bidder's qualifications is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 3 of the Instructions to Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid Opening in accordance with Article 3.

1. List equipment that you plan to rent or purchase for this work and specify whether rent or purchase. If none, so state.

_____

_____

_____

_____

2. List equipment that you own that is available for this work.

_____

_____

_____

_____

3. How many years has your firm been in business as a contractor?

_____

4. Is your firm qualified to do business in the state where the project is located?
   YES _____ NO_____ If NO, by signing this Qualification Statement at the end you are agreeing to obtain such qualification prior to award of contract within <u>fourteen days</u> of Owner's request.

5. List up to three (3) projects that are of the same or related nature to the one now being bid that you have completed in the last ten (10) years. For each project, list the name, address, and telephone number of the Owner and/or the Engineer/Architect, the original bid price, the completion date, and the completed contract price.

6. List projects presently under construction by your firm, the dollar volume of the contract, the percentage complete of the contract, and the name and telephone number of the Owner and/or the Engineer/Architect.

7. Have you ever failed to complete a contract awarded to you? YES_____
NO_____ If YES, state where and why.

_____

_____

_____

_____

8. Give 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 surety, a bank, and a major material supplier.

_____

_____

_____

_____

_____

_____

Upon request, I agree to expand the foregoing statements.

_____
(name of Bidder)

By:_____
(authorized signature)

_____
(individual's name & title)

END OF SECTION C-310

SECTION C-430: SUBCONTRACTOR LISTING

Do you plan to subcontract any part of the Work?

YES _____ NO _____ If YES, list the name and address of all Subcontractors that you propose to use (on this Contract and the Work assigned to each.) (for the parts of the Work designated below.) Please print in black ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of subcontractors is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 11 of the Instructions to Bidders. Additional data on proposed Subcontractors may be requested from selected Bidders after the Bid Opening in accordance with Article 10.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

END OF SECTION C-430

SECTION C-440: SUBSTITUTION LISTING

Do you plan to substitutions for any part of the Work?

YES _____ NO _____ If YES, list all substitutions that you propose for products that have been specified by one or more manufacturer's name and/or number. Please print in black ink or type in the spaces provided. Attach additional sheets if necessary.

Bidders are warned that proposed substitutions listed may affect Owner's acceptance of the Bid and decision to award Contract. Further substitutions may be requested by Contractor after the effective date of the Agreement in accordance with Article 10 of the Instructions to Bidders.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

END OF SECTION C-440

SECTION C-450: MATERIAL AND EQUIPMENT SUPPLIER LISTING

List the name of the supplier (and manufacturer if different) that you propose for (all major material and equipment in this Contract.) (the particular material and equipment designated below.) Please print in black ink or type in the spaces provided. Attach additional sheets if necessary.

This identification of suppliers is required of all Bidders as part of their Bid and is in partial fulfillment of requirements in Article 11 of the Instructions to Bidders. Additional data on proposed suppliers may be requested from selected Bidders after the Bid Opening in accordance with Article 11.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

END OF SECTION C-450

SECTION C-480: NON-COLLUSIVE CERTIFICATION

(Required by section 103-d of the General Municipal Law)

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

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

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

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

B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2), and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certificating, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award 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, determined 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 or proposed or pending publication of new or revised price lists for such items (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 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: _____

Date: _____

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

Resolves that_____be authorized to sign and submit the bid or proposal of this corporation for the Coeymans Landing Riverfront Park project 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 mis-statement in such certificate this corporate bidder shall be liable under 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 _____, 202___.

(SEAL OF THE CORPORATION)

_____
Signature of Secretary

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

I, _____ hereby sign and submit this proposal for the Clark Hill Storm Sewer Rehabilitation project 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 mis-statement in such certificate this corporate bidder shall be liable under penalties of perjury.

_____
Signature of Individual

_____
Date

END OF SECTION C-480

SECTION C-490: HOLD HARMLESS AGREEMENT

The Town of Manlius requires:

1. A comprehensive General Liability Policy with the Town of Manlius as Additional Insured in the amount of $2,000,000 per Occurrence.

2. An Owners & Contractors Protective Policy with the Town of Manlius named insured in the amount of $2,000,000.

3. Proof of Workers' Compensation and Disability Benefits Coverage in the Statutory Amount in the Name of the Contractor.

4. Comprehensive Automobile Liability in the amount of $2,000,000 each Occurrence in the Name of the Contractor.

5. Excess Liability Policy with the Town of Manlius as additional insured in the amount of $5,000,000.

6. In all cases:

HOLD HARMLESS

The Contractor shall indemnify and save harmless the individual Property Owners, the Town of Manlius, the State of New York, The Engineer and their Agents and Employees (hereinafter referred to as "Owner"), and MJ Engineering and Land Surveying, P.C., (hereinafter referred to as "Engineer"), from and against all claims, damages, losses and expense (including but not limited to, attorneys' fees), arising out of or resulting from the performance of the work, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the negligent act or omission of Contractor or it's Employees, Agents or Subcontractors.

Signature: _____

Date: _____

Company: _____

Address: _____

Authorized Representative: _____

Title: _____

END OF SECTION C-490

SECTION C-500: AGREEMENT

THIS AGREEMENT is dated as of _____ day of _____ in the year 202_____ by and between the **Town of Manlius** (hereafter called OWNER) and _____ _____(hereinafter called Contractor).

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

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Clark Hill Storm Sewer Rehabilitation
Town of Manlius, Onondaga County, New York

Article 2. ENGINEER.

The Project has been designed by MJ Engineering and Land Surveying, P.C. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1 All Work under this Contract will be substantially completed on or before November 29, 2022. All work is to be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before December 29, 2022.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER amount of five-hundred dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER amount of five-hundred dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

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

paragraphs 4.1.1 and 4.1.2 below:

4.1.1 TO BE COMPLETED FOLLOWING AWARD

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

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or before the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, 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 ENGINEER shall determine, or OWNER may withhold, in accordance with Article 14.02, Paragraph B.5 of the General Conditions.

95% of Work completed (with balance being retainage).

95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in paragraph 14.07 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.07 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07, Paragraph B of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in Paragraph 14.07, Paragraph B. of the General Conditions.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at as allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

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

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the

Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

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

8.1. This Agreement.

8.2 Bonds and Certificates
- A. Performance Bond
- B. Labor and Materials Payment Bond
- C. Supplements to Bond Forms
- D. Certificates of Insurance
- E. Certificate of Owner's Attorney

8.3 Notice to Proceed.

8.4 General Conditions, Section C-700.

8.5 Supplementary Conditions
- A. Modifications to General Conditions, Section C-810.
- B. Additional Articles, Section C-820.

8.6 Technical Specifications as listed in the Table of Contents.

8.7 Drawings listed on the Index Sheet.

8.8 Addenda.

8.9 CONTRACTOR's Bid.

8.10 Documentation submitted by CONTRACTOR prior to Notice of Award.

8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

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

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulations 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.

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

This Agreement will be effective [_____, 202_] (which is the Effective Date of this Agreement)

OWNER _____

TOWN OF MANLIUS

By: _____

John Deere, Supervisor

[CORPORATE SEAL]

Witness _____

Address for giving notices

Supervisor, Town of Manlius

301Brooklea Court, Fayetteville, NY 13066

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

CONTRACTOR _____

_____

By: _____

_____

[CORPORATE SEAL]

Witness _____

Address for giving notices

_____

_____

License No. _____

Agent for service of process: _____

_____

_____

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

END OF SECTION C-500

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest:_____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By:_____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest:_____
Signature

_____
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 shall be considered plural where applicable.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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 shall 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 shall 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 shall 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 shall 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 shall 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:

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 shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. 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 shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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 may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after 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 shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall 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 shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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 shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
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 shall be considered plural where applicable.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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 shall 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 shall 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 shall 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.

8. The Surety's total obligation shall 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 shall 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 shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy 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.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

12. No suit or action shall 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 shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall 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 shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
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;
4. A brief description of the labor, materials, or equipment furnished;
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;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
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 shall be 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 shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

SECTION C-670: CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned _____

The duly authorized and acting legal representative of the _____

_____

do hereby certify that I have examined the attached contract and the Surety Bond(s) attached thereto and the manner of execution thereof; and that I am of the opinion that each of the aforesaid agreements has been executed by the proper representatives; and that said representatives have respectively the full power and authority to execute said agreements on behalf of the respective parties named therein; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Signed: _____

Name: _____

Title: _____

Date: _____

END OF SECTION C-670

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

EJCDC C-700 Standard General Conditions of the Construction Contract.
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Copyright ©2002

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

TABLE OF CONTENTS

Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY 6
1.01 *Defined Terms* 6
1.02 *Terminology* 8
ARTICLE 2 - PRELIMINARY MATTERS 9
2.01 *Delivery of Bonds and Evidence of Insurance* 9
2.02 *Copies of Documents* 9
2.03 *Commencement of Contract Times; Notice to Proceed* 9
2.04 *Starting the Work* 9
2.05 *Before Starting Construction* 9
2.06 *Preconstruction Conference* 9
2.07 *Initial Acceptance of Schedules* 9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE 10
3.01 *Intent* 10
3.02 *Reference Standards* 10
3.03 *Reporting and Resolving Discrepancies* 10
3.04 *Amending and Supplementing Contract Documents* 11
3.05 *Reuse of Documents* 11
3.06 *Electronic Data* 11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS 11
4.01 *Availability of Lands* 11
4.02 *Subsurface and Physical Conditions* 12
4.03 *Differing Subsurface or Physical Conditions* 12
4.04 *Underground Facilities* 13
4.05 *Reference Points* 13
4.06 *Hazardous Environmental Condition at Site* 13
ARTICLE 5 - BONDS AND INSURANCE 14
5.01 *Performance, Payment, and Other Bonds* 14
5.02 *Licensed Sureties and Insurers* 15
5.03 *Certificates of Insurance* 15
5.04 *Contractor's Liability Insurance* 15
5.05 *Owner's Liability Insurance* 16
5.06 *Property Insurance* 16
5.07 *Waiver of Rights* 17
5.08 *Receipt and Application of Insurance Proceeds* 17
5.09 *Acceptance of Bonds and Insurance; Option to Replace* 17
5.10 *Partial Utilization, Acknowledgment of Property Insurer* 18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES 18
6.01 *Supervision and Superintendence* 18
6.02 *Labor; Working Hours* 18
6.03 *Services, Materials, and Equipment* 18
6.04 *Progress Schedule* 18
6.05 *Substitutes and "Or-Equals"* 19
6.06 *Concerning Subcontractors, Suppliers, and Others* 20
6.07 *Patent Fees and Royalties* 21
6.08 *Permits* 21
6.09 *Laws and Regulations* 21
6.10 *Taxes* 22
6.11 *Use of Site and Other Areas* 22
6.12 *Record Documents* 22
6.13 *Safety and Protection* 22
6.14 *Safety Representative* 23
6.15 *Hazard Communication Programs* 23
6.16 *Emergencies* 23
6.17 *Shop Drawings and Samples* 23
6.18 *Continuing the Work* 24

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

6.19 *Contractor's General Warranty and Guarantee* 24
6.20 *Indemnification* 24
6.21 *Delegation of Professional Design Services* 25
ARTICLE 7 - OTHER WORK AT THE SITE 25
7.01 *Related Work at Site* 25
7.02 *Coordination* 26
7.03 *Legal Relationships* 26
ARTICLE 8 - OWNER'S RESPONSIBILITIES 26
8.01 *Communications to Contractor* 26
8.02 *Replacement of Engineer* 26
8.03 *Furnish Data* 26
8.04 *Pay When Due* 26
8.05 *Lands and Easements; Reports and Tests* 26
8.06 *Insurance* 26
8.07 *Change Orders* 26
8.08 *Inspections, Tests, and Approvals* 26
8.09 *Limitations on Owner's Responsibilities* 27
8.10 *Undisclosed Hazardous Environmental Condition* 27
8.11 *Evidence of Financial Arrangements* 27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION 27
9.01 *Owner's Representative* 27
9.02 *Visits to Site* 27
9.03 *Project Representative* 27
9.04 *Authorized Variations in Work* 27
9.05 *Rejecting Defective Work* 27
9.06 *Shop Drawings, Change Orders and Payments* 28
9.07 *Determinations for Unit Price Work* 28
9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work* 28
9.09 *Limitations on Engineer's Authority and Responsibilities* 28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS 28
10.01 *Authorized Changes in the Work* 28
10.02 *Unauthorized Changes in the Work* 29
10.03 *Execution of Change Orders* 29
10.04 *Notification to Surety* 29
10.05 *Claims* 29
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK 30
11.01 *Cost of the Work* 30
11.02 *Allowances* 31
11.03 *Unit Price Work* 31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES 32
12.01 *Change of Contract Price* 32
12.02 *Change of Contract Times* 33
12.03 *Delays* 33
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK 33
13.01 *Notice of Defects* 33
13.02 *Access to Work* 33
13.03 *Tests and Inspections* 33
13.04 *Uncovering Work* 34
13.05 *Owner May Stop the Work* 34
13.06 *Correction or Removal of Defective Work* 34
13.07 *Correction Period* 34
13.08 *Acceptance of Defective Work* 35
13.09 *Owner May Correct Defective Work* 35
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION 36
14.01 *Schedule of Values* 36
14.02 *Progress Payments* 36
14.03 *Contractor's Warranty of Title* 37
14.04 *Substantial Completion* 37
14.05 *Partial Utilization* 38
14.06 *Final Inspection* 38
14.07 *Final Payment* 38

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

14.08 *Final Completion Delayed* 39
14.09 *Waiver of Claims* 39
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION 39
15.01 *Owner May Suspend Work* 39
15.02 *Owner May Terminate for Cause* 39
15.03 *Owner May Terminate For Convenience* 40
15.04 *Contractor May Stop Work or Terminate* 40
ARTICLE 16 - DISPUTE RESOLUTION 41
16.01 *Methods and Procedures* 41
ARTICLE 17 - MISCELLANEOUS 41
17.01 *Giving Notice* 41
17.02 *Computation of Times* 41
17.03 *Cumulative Remedies* 41
17.04 *Survival of Obligations* 41
17.05 *Controlling Law* 41
17.06 *Headings* 41

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given 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 under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

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

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *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.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

administrative requirements and procedural matters applicable thereto.

44. *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 at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

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

D. *Defective*

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

a. does not conform to the Contract Documents, or

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

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;

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.

2.06 *Preconstruction Conference*

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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

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 component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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 or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

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 knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, 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 Engineer's consultants, including electronic media editions; or

2. reuse any of 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 adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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 the Work is to be performed 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.

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

4.02 *Subsurface and Physical Conditions*

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

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

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

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and

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 Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final 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

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *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.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

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

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as addi-

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

tional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

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

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

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

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

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

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

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not 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

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified , and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued . No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

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

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 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 by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

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 (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , 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).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. 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 6.17.D.

B. 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. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

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

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

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

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees 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 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. 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 their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents and will not be changed without written consent of Owner and Engineer.

9.02 *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 9.09. 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.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.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.

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

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

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice 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) is required by the provisions of any bond to be given to a surety, 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.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

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

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

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*

1. Contractor agrees that:

a. 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

b. Contractor's costs for unloading and handling on the Site, labor, installation , overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

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

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times , or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. 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, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation, and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *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, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to 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 Documents; or

b. that 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.

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. 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;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

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.

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 inspect 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 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible 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.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

(including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. 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

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate for Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

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, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents 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.

17.03 *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 Documents. 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.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

SECTION C-810: SUPPLEMENTARY CONDITIONS
MODIFICATIONS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC Document C-700, 2002 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.

SC-1 DEFINITIONS

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC Document C-700, 2002 Edition) have the meanings assigned to them in the General Conditions.

SC-2.03 COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED

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 3 - 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 as recorded in I-11.3. Within seven (7) days of a request therefore each Bidder must submit to Owner written evidence of Bidder's Qualifications as provided in I-3.

Day 5- Notice of Award must be given to Contractor by this date and accompanied by Agreement in form for signing and with all exhibits attached (see I-17.6 and Suggested Bid Form)

Day 10- By this date (or within 5 days of delivery of Notice of Award) Contractor must return signed Agreement and other data to Owner (see I-19). Failure to do so will involve sacrifice of Bid Security under I.7.2.

Day 12- By this date (or within 2 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 (see I-19). This is typically the Effective Date of the Agreement and the date on which the Contract Time starts running (see SC-2.03). 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 15- 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-2.03 they may start running earlier than that once the Agreement has been signed by both parties and has become effective.

Note - the dates for the release of Bid Security are spelled out in I-7.2.

SC-4.02 SUBSURFACE AND PHYSICAL CONDITIONS

4.02 Paragraph A.1. The following reports of exploration and tests of subsurface conditions at the site of work:

a. Provided in the Appendix to the Contract Documents.

SC-4.02 OWNER'S DISCLAIMER – DRAWINGS OF PHYSICAL CONDITIONS

Add a new paragraph immediately after Article 4.02, Paragraph A.2 of the General Conditions as follows:

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-5.01 PERFORMANCE AND OTHER BONDS

A performance bond and a labor and materials payment bond are required by these Contract Documents. No other bonds are required.

SC-5.04 CONTRACTOR'S LIABILITY INSURANCE

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations. Note that funding and municipal agency specific insurance provisions are included in other areas of the Project Manual. The Contractor is required to comply with all insurance provisions included within the Project Manual in addition to those listed in the Supplementary Conditions.

Workers' Compensation, etc. under Article 5.05, Paragraph A.1 and A.2 of the General Conditions:

(1)	State:	Statutory
(2)	Applicable Federal (e.g. Longshoreman's):	Statutory
(3)	Employer's Liability:	
	Per Accident	$100,000
	Disease, Policy Limit	$500,000
	Disease, 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."

Contractor's Liability Insurance under Article 5.04, Paragraphs A.3 through A.5 of the General Conditions, which shall also include completed operations and product liability coverage's and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

(1)	General Aggregate (Except Products - Completed Operations)	$2,000,000
(2)	Products – Completed Operations Aggregate	$2,000,000
(3)	Personal and Advertising Injury (Per Person/Organization)	$1,000,000
(4)	Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

(5) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

(6) Excess Liability

General Aggregate	$5,000,000
Each Occurrence	$5,000,000

Article 5.04, Paragraph A.6. Automobile Liability (All owned, Hired and Non-Owned Autos to be covered):

(1) Combined Single Limit (Bodily Injury and Property Damage):

Each Accident	$1,000,000

Article 5.04, Paragraph B.1. Contractual Liability and Commercial General Liability and Excess shall by name list the OWNER (Town of Milton) and the OWNER's ENGINEER (M.J. Engineering and Land Surveying, P.C.) as Additional insured and shall contain a provision that this policy will be the Primary Non Contributory Coverage for any claim arising out of this project.

Article 5.04, Paragraph B.2.

Not Used

Article 5.04, Paragraph B.4.

The Contractual Liability coverage required by paragraph 5.4.10 of the General Conditions shall provide coverage for not less than the following amounts:

(1)	General Aggregate	$1,000,000
(2)	Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

SC-5.04.B.8 ADDITIONAL CONTRACTOR'S INSURANCE

Add a new paragraph immediately after Article 5.04, Paragraph B.7 of the General Conditions as follows:

A. Blasting insurance shall be provided in the event that any blasting is to be done. Coverage shall be included in the other certificates of insurance, unless the CONTRACTOR submits with CONTRACTOR's certificates a signed and notarized statement to the effect that no blasting will be done by CONTRACTOR or any of CONTRACTOR's Subcontractors or employees without first obtaining necessary coverage, and furnishing the OWNER (Copy to ENGINEER) with insurance certificates as proof of coverage. A second statement shall also be attached to the other certificates from the insurance company to the effect that they will add blasting coverage if requested to do so by the CONTRACTOR.

B. Contractor's Protective Liability (protection against claims arising out of the operations performed for the CONTRACTOR by CONTRACTOR's subcontractors while they are on the Project):

(1) Bodily Injury & Property Damage:

Combined Single Limit $1,000,000

SC-5.05.A. OWNER'S LIABILITY INSURANCE

Add a new paragraph immediately after paragraph 5.05 of the General Conditions as follows:

CONTRACTOR shall provide additional liability insurance for OWNER and ENGINEER by:

A. Having CONTRACTOR's insurance carrier issue a separate Protective Liability Policy covering OWNER and ENGINEER in the following amounts:

(1) Bodily Injury & Property Damage:

Combined Single Limit $1,000,000

B. The separate Protective Liability Policy shall specifically name as the insured the following parties:

The OWNER, specifically the Town of Milton.

The ENGINEER, specifically M.J. Engineering and Land Surveying, P.C.

The separate Protective Liability Policy shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 45 days' prior written notice has been given to OWNER and ENGINEER.

SC-5.06.A PROPERTY INSURANCE

Replace "Owner" with "Contractor". The Contractor shall be responsible for purchasing and maintaining Builder's Risk or Installation Floater in the amount of the Contractor's Bid.

SC-5.06.B PROPERTY INSURANCE

Replace "Owner" with "Contractor". The Contractor shall be responsible for purchasing and maintaining boiler and machinery insurance.

SC-5.09.A. ACCEPTANCE OF BONDS AND INSURANCE

Add the following sentence to the beginning of paragraph 5.09.A. of the General Conditions.

All bonds and insurance shall be issued by such companies as are authorized to transact business in the State where the Project is located.

SC-6.02.A.1. WORK DURING INCLEMENT WEATHER

Add a new paragraph immediately after Paragraph 6.02.A. of the General Conditions as follows:

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-6.06.A.1 INFORMATION TO SUBCONTRACTORS AND OTHERS

Add a new paragraph immediately after 6.06.A of the General Conditions as follows:

OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment.

SC-6.10.A.1 SALES TAX EXEMPTION

Add a new paragraph immediately after Paragraph 6.10.A of the General Conditions as follows:

All Bid prices shall include all New York State and local taxes required to be paid by the CONTRACTOR except those sales and compensating use taxed exempted by the following provisions.

A. The OWNER is exempt from payment of sales and compensating use taxes of the State of New York, and of cities, counties, and other subdivisions of the State, hereinafter referred to as subdivisions of the State, pursuant to the provisions of this Contract. These taxes are not to be included in the Bids. This exemption shall apply to:

    1) materials permanently incorporated in the Project;
    2) supplies which are permanently incorporated in the Project; and
    3) materials and furnishing for the Project, which are incorporated therein, such as chairs, desks, drapes, and moveable personal property.

B. This exemption does not, however, apply to tools, machinery, equipment, or other property purchased by, leased by or to the CONTRACTOR or Subcontractor, or to supplies or materials not incorporated into the completed Project. The CONTRACTOR and his Subcontractors shall be responsible for and shall pay any and all applicable taxes, including sales and compensating use taxes, on such tools, machinery, equipment, or other property, or such unincorporated supplies and materials.

SC-6.17.A.3 SHOP DRAWINGS AND SAMPLES

Add a new paragraph immediately after Paragraph 6.17.B of the General Conditions as follows:

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.

SC-7.04 SEPARATE CONTRACTOR CLAIM'S

Add a new paragraph immediately after Paragraph 7.4 of the General Conditions as follows:

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.

SC-12.01.C.2.B CONTRACTOR'S FEE FOR SUBCONTRACTOR WORK

Delete paragraphs 12.01.C.2.b and 12.01.C.2.c of the General Conditions in its entirety and insert the following in its place:

For costs incurred under Paragraph 11.01.A.3, the CONTRACTOR's fee shall be 12% 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.

SC-13.03.C ACCEPTABLE TESTING FACILITIES

Add the following sentence at the end of paragraph 13.03.C of the General Conditions to read as follows, and as so amended the paragraph remains in effect:

Tests and inspections shall be performed by organizations acceptable to OWNER, CONTRACTOR, and ENGINEER.

SC-13.07.A CORRECTION PERIOD

Amend the first part of the first sentence of paragraph 13.07.A of the General Conditions to read as follows, and as so amended the paragraph remains in effect:

If within one year after the date of Final Payment and Acceptance (not Substantial Completion) or such longer period of time as may be prescribed by law…

Amend the first part of the last sentence of paragraph 13.12.1 of the General Conditions to read as follows, and as so amended the paragraph remains in effect:

If CONTRACTOR does not comply after seven days with the terms of such instructions.

SC-14.02.A.1 PAYMENT FOR COMPLETED WORK

Add a new paragraph immediately after paragraph 14.02.A 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-14.3 CONTRACTOR'S WARRANTY OF TITLE

Add the following sentence at the end of paragraph 14.3 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-14.02.D.1.e ADDITIONAL REASONS TO WITHHOLD PAYMENTS

Add a new paragraph immediately after paragraph 14.02.D.1.e of the General Conditions to read as follows:

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 14.7 of the General Conditions, are to protect OWNER from loss because:

A. 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

B. of defective Work and Work not remedied; or

C. of CONTRACTOR's failure to make payment to Subcontractors or Suppliers, or for labor; or

D. Liability for liquidated damages has been incurred by CONTRACTOR (when the Agreement includes such liquidated damage provisions).

The OWNER shall have the right, as an agent for the CONTRACTOR, 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-14.07.A.2.a FINAL APPLICATION FOR PAYMENT

Amend paragraph 14.07.A.2.a of the General Conditions to read as follows, and as so amended the paragraph remains in effect:

The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents <u>and by such other data and schedules as ENGINEER may reasonably require,</u> including but not limited to.

END OF SECTION C-810

SECTION C-820: SUPPLEMENTARY CONDITIONS ADDITIONAL ARTICLES

These Supplementary Conditions add new topics to the Standard General Conditions of the Construction Contract (EJCDC Document C-700, 2002 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.

TABLE OF CONTENTS

Article	Title	Page
18	PROVISIONS REQUIRED BY LAW DEEMED INSERTED	2
19	NEW YORK STATE NONDISCRIMINATION CLAUSES	2
20	NEW YORK STATE NON-COLLUSIVE – BIDDING CERTIFICATION	3
21	WAGE RATES	4
22	PROTECTION OF EXISTING FACILITIES	5
23	MATERIALS FOUND AT THE SITE	6
24	USE AND PROTECTION OF WATERS IN NEW YORK STATE	6

18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

18.1 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.

19. NEW YORK STATE NONDISCRIMINATION CLAUSES

During the performance of this Contract, the CONTRACTOR agrees as follows:

19.1 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.

19.2 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 clauses (19.1) through (19.8) 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.

19.3 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 (19.1) through (19.2) and such provisions of the State's Laws against discrimination as the State Commission for Human Rights shall determine.

19.4 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.

19.5 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.

19.6 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.

19.7 If this Contract is cancelled or terminated under clause (19.6), 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.

19.8 The CONTRACTOR will include the provisions of clauses (19.1) 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.

20. NEW YORK STATE NON-COLLUSIVE BIDDING CERTIFICATION

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:

20.1 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:

A. 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

B. 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

C. 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.

A Bid shall not be considered for award nor shall any 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.

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).

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.

21. WAGE RATES

21.1 New York State

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 number 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.

22. PROTECTION OF EXISTING FACILITIES

22.1 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.

22.1 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.

22.2 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.

22.3 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.

22.4 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.

23. MATERIALS FOUND AT THE SITE

23.1 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.

23.2 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.

23.3 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.

23.4 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. 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.

24. USE AND PROTECTION OF WATERS IN NEW YORK STATE

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.

END OF SECTION C-820

SECTION C-851: DRAWING INDEX

Project Title:	Consolidated Drainage District No. 3 Clark Hill Storm Sewer Rehabilitation Town of Manlius, Onondaga County, New York
Engineer:	M.J. Engineering and Land Surveying, P.C.

C-001	COVER PAGE AND DRAWING INDEX
C-002	GENERAL NOTES AND LEGENDS
C-100	EXISTING CONDITIONS AND REMOVAL PLAN INNSBROOK ROAD: STA 0+00 TO STA 6+25
C-100	EXISTING CONDITIONS AND REMOVAL PLAN INNSBROOK ROAD: STA 6+25 TO STA 11+25
C-100	EXISTING CONDITIONS AND REMOVAL PLAN INNSBROOK ROAD: STA 11+25 TO STA 14+50 HIGHCREST CIRCLE: STA 14.50 TO STA 16+47
C-110	UTILITY PLAN / PROFILE INNSBROOK ROAD: STA 0+00 TO STA 6+25
C-111	UTILITY PLAN / PROFILE INNSBROOK ROAD: STA 6+25 TO STA 11+25
C-112	UTILITY PLAN / PROFILE INNSBROOK ROAD: STA 11+25 TO STA 14+50 HIGHCREST CIRCLE: STA 14.50 TO STA 16+47
C-500	DETAILS

END OF SECTION C-851

SECTION 011000: SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification:

1. Project Location: Clark Hill Subdivision, Town of Manlius, Onondaga County, New York.
2. Owner: Town of Manlius

B. Engineers Identification: The Contract Documents were prepared for Project by M.J. Engineering and Land Surveying, P.C.

C. The work includes the following;

Contract No. 1 – Construction Contract (Base Bid)

Mobilization, stakeout of utilities and necessary work, UFPO clearances, selective removals, trenching/excavation, protection of existing facilities and structures; asphalt paving, storm sewer pipe installation, clean-up; site restoration; erosion and sediment control, and all work necessary to complete the rehabilitation of an existing storm sewer system. Project will be constructed under a single general construction contract.

D. Items noted "NIC" (Not In Contract), will be furnished and installed by others.

1.3 WORK SEQUENCE

A. The Work shall be conducted in one single phase. Coordinate construction schedule and operations with Owner and Engineer.

1.4 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.

1.5 OWNER OCCUPANCY

A. Owner will occupy premises during entire period of construction. Cooperate with Owner and Engineer to minimize conflict and facilitate Owner's operations.

1.6 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Monday – Friday 7 AM to 5 PM
Weekend work shall be approved on as needed bases by the Town

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Engineer not less than two days in advance of proposed utility interruptions.

2. Obtain Engineer's written permission before proceeding with utility interruptions.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 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.

1.8 MISCELLANEOUS PROVISIONS

A. Contractor shall comply with all provisions of project permits and approvals.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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.

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. Use of Existing Building: Maintain existing building in a weather tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.3 OCCUPANCY REQUIREMENTS

A. The building will be unoccupied throughout the duration of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011400

SECTION 012100: ALLOWANCES

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 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:

1. Contingency allowances.

1.3 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Construction Contract:

1. Allowance No. 1: Field Order Allowance: Include in the contract sum **$16,000** to cover the cost of additional labor and materials for contingent activities within the scope of the Contract as directed in writing by Field Order. The Field Order will include a description of the Work and a method for determining the cost of such Work. The value of the directed Work under this allowance will be determined by one or more of the methods authorized in Section 012500 which will be specified in the Field Order.

END OF SECTION 012100

SECTION 012500: 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 1 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 in accordance with paragraph 9.04 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 1 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 1910-8-B form included at the end of Part 3.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Work Change Directive: Engineer may issue a Work Change Directive on EJCDC Document 1910-8-F form included at end of Part 3. 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 012500

SECTION 012900: PAYMENT PROCEDURES

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 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:

1. Section 012100 - Allowances

2. Section 012500 - Contract Modification Procedures.

3. 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. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules 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. 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.
8. 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: Each progress payment shall be submitted no later than the third Wednesday 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. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets or EJCDC Document 1910-8-E or other standard form as approved by Engineer for Applications for Payment.

D. 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.

E. Transmittal: Submit 3 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.

F. 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.

G. 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. Submittals Schedule (preliminary if not final).
   6. List of Contractor's staff assignments.
   7. List of Contractor's principal consultants.
   8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
   9. Initial progress report.

H. 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.

I. 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.

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 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 SUMMARY

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.

B. Related Requirements

1. Section 013200 - Construction Progress Documentation.
2. Section 017000 - Execution Requirements.
3. 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.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Coordinate construction activities with public and private utilities.

a. Notify Underground Facilities Protective Organizations (UFPO) a minimum of 48 hours prior to excavation.
b. Notify the Owner and Engineer of any utility locations encountered which conflict with the work. Coordinate with the Owner and utility company in the protection, removal, relocation, or replacement of conflicting utility locations.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. 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.

D. 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. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:

a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
b. Indicate functional and spatial relationships of components of structural, civil, mechanical, and electrical systems.
c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
d. Indicate required installation sequences.
e. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. 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. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
2. Agenda: Engineer will prepare the meeting agenda and distribute the agenda to all invited attendees.
3. 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 and Engineer, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner Engineer, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200: **CONSTRUCTION PROGRESS DOCUMENTATION**

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 SUMMARY

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.
   8. Construction photographs.

B. RELATED REQUIREMENTS
   1. Section 012900 - Payment Procedures.
   2. Section 013100 - Project Management and Coordination.
   3. Section 013300 - Submittal Procedures.
   4. Section 014000 - Quality Requirements.
   5. Section 017700 - Closeout Procedures

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

   1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.

B. Event: The starting or ending point of an activity.

1.4 SUBMITTALS

A. Submittals Schedule: Submit copies of schedule. 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 copy.

C. Contractor's Construction Schedule: Submit copy of initial schedule large enough to show 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.

D. Construction Photographs: Submit each photographic view within seven days of taking photographs.
1. Format: digital photolog
2. Identification: under each photo, provide the following information:
a. Name of Project.
b. Name and address of photographer.
c. Name of Engineer and Project Representative.
d. Name of Contractor.
e. Date photograph was taken.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

E. Daily Construction Reports: Submit copy at weekly intervals.

F. Material Location Reports: Submit copy at weekly intervals.

G. Field Condition Reports: Submit copy at time of discovery of differing conditions.

H. Special Reports: Submit copy at time of unusual event.

1.5 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 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 resubmittals.
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.

1.6 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 resubmittal 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 1100 "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 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors and separate contractors at Project site.
2. Approximate count of personnel at Project site.
3. High and low temperatures and general weather conditions.
4. Accidents.
5. Meetings and significant decisions.
6. Unusual events (refer to special reports).
7. Stoppages, delays, shortages, and losses.
8. Meter readings and similar recordings.
9. Emergency procedures.
10. Orders and requests of authorities having jurisdiction.
11. Change Orders received and implemented.
12. Construction Change Directives received.
13. Services connected and disconnected.
14. Equipment or system tests and startups.
15. Partial Completions and use.
16. Substantial Completions authorized.

B. Material Location Reports: At monthly intervals, prepare a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 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, 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.

3.2 CONSTRUCTION PHOTOGRAPHS

A. Photographic Film: digital files.

B. Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.

C. Preconstruction Photographs: Before starting construction, take color photographs of Project site and surrounding properties from different vantage points, as directed by Project Representative. Show existing conditions adjacent to property.

D. Periodic Construction Photographs: Take color photographs monthly, coinciding with cutoff date associated with each Application for Payment. Photographer shall select vantage points to best show status of construction and progress since last photographs were taken.

E. Final Completion Construction Photographs: Take color photographs after date of Substantial Completion for submission as Project Record Documents. Project Representative will direct photographer for desired vantage points.

END OF SECTION 013200

SECTION 013300: SUBMITTAL PROCEDURES

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 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

B. Related Requirements
1. Section 012900 - Payment Procedures.
2. Section 013100 - Project Management and Coordination.
3. Section 013200 - Construction Progress Documentation.
4. Section 014000 - Quality Requirements.
5. Section 017700 - Closeout Procedures.
6. Section 017810 - 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.

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 1 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 resubmittals, 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 resubmittal.
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: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
3. 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 a transmittal form. 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.
2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.

a. Project name.
b. Date.
c. Destination (To:).
d. Source (From:).
e. Names of subcontractor, manufacturer, and supplier.
f. Category and type of submittal.
g. Submittal purpose and description.
h. Submittal and transmittal distribution record.
i. Remarks.
j. Signature of transmitter.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, 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 a preliminary single copy of each submittal where selection of options, color, pattern, texture, or similar characteristics is required.

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 1 Section 013100 "Project Management and Coordination."

E. Delegated-Design Submittal: Comply with requirements in Division 1 Section 014000 "Quality Requirements."

F. Contractor's Construction Schedule: Comply with requirements in Division 1 Section 013200 "Construction Progress Documentation" for Project Representative's action.

G. Submittals Schedule: Comply with requirements in Division 1 Section 013200 "Construction Progress Documentation."

H. Application for Payment: Comply with requirements in Division 1 Section 012900 "Payment Procedures."

I. Schedule of Values: Comply with requirements in Division 1 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 one copy 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 1 Section 14000 "Quality Requirements."

B. Contractor's Construction Schedule: Comply with requirements in Division 1 Section 13200 "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 1 Section 01770 "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.

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. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000: QUALITY REQUIREMENTS

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 SUMMARY

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.

C. RELATED REQUIREMENTS
   1. Section 013200 - Construction Progress Documentation.
   2. Section 017310 - Cutting and Patching.
   3. Divisions 02 through 33 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 complies 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 014100: REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 COMPLIANCE

A. Comply with applicable regulatory requirements and various codes referenced in these specifications. Where conflicts exist between local, State, and/or Federal regulatory requirements, codes, or these specifications advise the Owner's Representative. The Owner's Representative will assist in resolving the conflicts to the satisfaction of the regulatory agencies prior to commencing the Work.

1.2 CODES

A. All Work shall comply with OSHA (including site-specific safety plans required on all projects), and the New York State Uniform Fire Prevention and Building Code (the "Uniform Code"), which includes the publications incorporated by reference in Title 19 NYCRR Part 1219 through 1228:
   1. 2020 Building Code of New York State (the "Building Code")
   2. 2020 Fire Code of New York State (the "Fire Code")
   3. All other standards referenced in 19 NYCRR Parts 1219 through 1228.

B. The contractor shall be aware of, and comply with, contractor requirements identified in the above-referenced codes and standards; for example, but not limited to:
   1. OSHA (Occupational Safety and Health Administration).
   2. 2020 Building Code Chapter 33 Safeguards During Construction.
   3. 2020 Fire Code Chapter 33 Fire Safety During Construction and Demolition
   4. Fire Code Chapter 35 Welding and Other Hot Work (which governs safety during construction).

C. All Work shall comply with the 2020 Energy Conservation Construction Code of New York State ("Energy Code") promulgated pursuant to Article 11 of the New York State Energy Law. The Energy Code is contained in 19 NYCRR, Part 1240, and in the publications incorporated by reference in 19 NYCRR Part 1240. The publications incorporated by reference in 19 NYCRR Part 1240 include:
   1. The publication entitled "2020 Energy Conservation Construction Code" published by International Code Council, Inc.
   2. The publication entitled "ANSI / ASHRAE / IES Standard 90.1-2016, "Energy Standard for Buildings Except Low-Rise Residential Buildings" published by American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc.
   3. The other referenced standards mentioned and/or referred to in 19 NYCRR Part 1240.

1.3 UTILITIES

A. Underground Utilities:

1. Locate existing underground utilities prior to commencing excavation work. Conform to all requirements of NYCRR 16 Part 753, including the following:
   a. Notify Dig Safely New York at least 48 hours in advance not counting the date of contact.
      1) Statewide: 800-962-7962.
      2) Website: www.digsafelynewyork.com
   b. Determine exact utility locations by hand excavated test pits. Contractor will be responsible for the proper support and protection of all utilities to remain in service.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 014100

SECTION 014200: REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 00 and 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "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.

C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Engineer, requested by Engineer, and similar phrases.

D. "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.

E. "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.

F. "Furnish": The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": The term "install" describes operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.

I. "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.

J. 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.

K. "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.

1.3 INDUSTRY STANDARDS

A. 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.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.

C. 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.

1. 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.

D. 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.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.

1.4 ABBREVIATIONS AND ACRONYMS

A. 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.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(202) 862-5100
AAMA	American Engineerural Manufacturers Association www.aamanet.org	(847) 303-5664
AAN	American Association of Nurserymen (See ANLA)	
AASHTO	American Association of State Highway and Transportation Officials www.aashto.org	(202) 624-5800
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 429-5155
ACI	American Concrete Institute/ACI International www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AFPA	American Forest & Paper Association (See AF&PA)	
AGA	American Gas Association www.aga.org	(202) 824-7000
AI	Asphalt Institute www.asphaltinstitute.org	(606) 288-4960
AIA	American Institute of Engineers (The) www.aiaonline.org	(202) 626-7300
AISC	American Institute of Steel Construction, Inc. www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction	(303) 792-9559
ALCA	Associated Landscape Contractors of America www.alca.org	(800) 395-2522 (703) 736-9666
ANLA	American Nursery & Landscape Association (Formerly: AAN - American Association of Nurserymen) www.anla.org	(202) 789-2900

ANSI	American National Standards Institute www.ansi.org	(212) 642-4900
AOSA	Association of Official Seed Analysts www.zianet.com/AOSA	(402) 476-3852
APA	Engineerural Precast Association www.archprecast.org	(941) 454-6989
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	(440) 835-3040
ASTM	American Society for Testing and Materials www.astm.org	(610) 832-9585
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.com (under construction)	(301) 596-2584
CPPA	Corrugated Polyethylene Pipe Association Division of Plastics Pipe Institute www.cppa-info.org	(800) 510-2772 (419) 241-2221
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
GRI	Geosynthetic Research Institute www.drexel.edu/gri	(610) 522-8440
HI	Hydraulic Institute	(888) 786-7744 (973) 267-9700
IAS	International Approval Services (See CSA International)	
ICRI	International Concrete Repair Institute www.icri.org	(703) 450-0116

MSS	Manufacturers Standardization Society of The Valve and Fittings Industry, Inc. www.mss-hq.com	(703) 281-6613
NCPI	National Clay Pipe Institute www.ncpi.org	(414) 248-9094
NFPA	National Fire Protection Association www.nfpa.org	(800) 344-3555 (617) 770-3000
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/Prestressed Concrete Institute www.pci.org	(312) 786-0300
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWRI	Sealant, Waterproofing & Restoration Institute www.swrionline.org	(816) 472-7974
UL	Underwriters Laboratories Inc. www.ul.com	(800) 704-4050 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association //members.aol.com/unibell	(972) 243-3902
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700

B. 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.

CFR	Code of Federal Regulations www.access.gpo.gov/nara/cfr	(202) 512-1800
NYSDOT	New York State Department of Transportation, Region 1 www.dot.state.ny.us	(518) 474-6178
NYSDEC	New York State Department of Environmental Conservation www.dec.state.ny.us	
NYSDOH	New York State Department of Health www.doh.state.ny.us	

NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-2000
OSHA	Occupational Safety & Health Administration (See CFR 29) www.osha.gov	(202) 219-5000
TRB	Transportation Research Board www.nas.edu/trb	(202) 334-2933

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000: TEMPORARY FACILITIES AND CONTROLS

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 SUMMARY

A. This Section includes requirements for temporary facilities and controls, including contractor field offices, temporary utilities, support facilities, and security and protection facilities.

B. Temporary utilities include, but are not limited to, the following:
1. Water service and distribution.
2. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
3. Electric power service.

C. Support facilities include, but are not limited to, the following:
1. Temporary roads and paving.
2. Dewatering facilities and drains.
3. Waste disposal facilities.
4. Lifts and hoists.
5. 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. Barricades, warning signs, and lights.
5. Fire protection.

E. Related Requirements
1. Section 013300 - Submittal Procedures.
2. Section 017000 - Execution Requirements.

1.3 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Engineer, testing agencies, and authorities having jurisdiction.

B. Water Service: Pay water-service use charges for water used by all entities for construction operations.

C. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.

1.4 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.

1.5 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.

1.6 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.

B. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

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. Pavement: Comply with Division 32 sections.

C. Water: Provide potable water approved by local health authorities

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.

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.

C. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
   1. Install electric power service underground, unless overhead service must be used.

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 subgrade 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 subbase 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.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. 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.

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings.

1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

F. 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.

G. 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 1 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 015510: TRAFFIC MAINTENANCE AND PROTECTION

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 SUMMARY

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 New York State Manual of Uniform Traffic Control Devices (MUTCD).

1.3 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.

1.4 RESPONSIBILITY

A. Assume responsibility for conducting operations in a manner to ensure 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. Provide a traveled way suitable for two lanes of moving traffic. Keep traveled way reasonably smooth and hard at all times.

E. 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.

F. 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.

G. 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.

H. 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.

I. Maintain safe and adequate ingress and egress to and from intersecting highways, residences and commercial establishments.

J. The Contractor is not responsible for removal of snow and ice from pavements or traveled ways open to public vehicular traffic.

K. Maintain existing and new drainage structures, culverts, and ditches to adequately drain the traveled way.

L. 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.

M. Delineate dropoffs 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.

N. 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 Section 294.3 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 Owner 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 015510

SECTION 016000: PRODUCT REQUIREMENTS

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 SUMMARY

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.

B. Related Requirements
1. Section 012100 – Allowances.
2. Section 014200 - References.
3. 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 that 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. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

D. 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:

a. Specification Section number and title.
b. Generic name used in the Contract Documents.
c. Proprietary name, model number, and similar designations.
d. Manufacturer's name and address.
e. Supplier's name and address.
f. Installer's name and address.
g. Projected delivery date or time span of delivery period.
h. 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.

a. 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:

a. Statement indicating why specified material or product cannot be provided.
b. 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 that will be necessary to accommodate proposed substitution.
c. 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.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

e. Samples, where applicable or requested.

f. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.

g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.

i. 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.

j. Cost information, including a proposal of change, if any, in the Contract Sum.

k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

l. 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.

a. Form of Acceptance: Change Order.

b. Use product specified if Engineer cannot make a decision on use of a proposed substitution within time allocated.

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 weathertight 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 03 through 34 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section 17700 "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.

   a. 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.

   a. 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.

   a. 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.

   a. 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. 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.

a. 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.

9. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.

a. 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.
b. 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

SECTION 017000: EXECUTION REQUIREMENTS

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 SUMMARY

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.

B. Related Requirements
   1. Section 013100 - Project Management and Coordination.
   2. Section 013300 - Submittal Procedures.
   3. Section 017310 - Cutting and Patching.
   4. 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 14000 "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 017310 "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 WORK SPECIFIED ELSEWHERE

A. Contract Closeout: Section 017700.

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.

1.5 TOOLS, EQUIPMENT, AND MATERIALS

A. Furnish all tools, equipment, and materials required to perform the work of this Section.

1.6 EXAMINATION

A. Verify locations of control points prior to starting work.

B. Promptly notify Owner's Representative of any discrepancies discovered.

1.7 CONTROL POINTS

A. Control datum for survey will be provided by the Engineer.

B. Protect control points prior to starting site work; preserve control points during construction.

C. Promptly report to Owner's Representative 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 Owner's Representative.

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 benchmarks 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 GENERAL EARTHWORK

A. Provide not less than one stake for each 2,500 square feet where rough and finished grades are flatter than one foot of rise per 10 feet of run.

B. Provide not less than one stake for each 2,000 square feet where rough and finished grades are greater than one foot of rise per 10 feet of run but less than one foot of rise per 4 feet of run.

C. Provide not less than one stake for each 1,000 square feet where rough and finished grades are greater than one foot of rise per 4 feet of run.

D. Provide stakes spaced not more than 50 feet apart along centerline of ditches and swales. Provide additional stakes at right angles to centerline, and opposite each centerline stake, to mark bottom and top of slopes.

E. Mark each stake with the correct finished grade elevation and the appropriate cut or fill at that stake.

1.11 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 017700: CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

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.

B. RELATED REQUIREMENTS

1. Section 012900 - Payment Procedures.
2. Section 013200 - Construction Progress Documentation.
3. Section 017000 - Execution Requirements.
4. Section 017810 - Project Record Documents.
5. Divisions 03 through 33 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. Reinspection: Request reinspection 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. Reinspection: Request reinspection 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. Use CSI Form 14.1A.

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. 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.

C. 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 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.
   3. Level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to quality level D information.

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.
      a. Contractor shall include a minimum of 16 hours of Level A locator service to locate underground utilities as identified on the contract drawings or as identified during the Level B investigation that require more specific location, invert elevation,

size, etc. Level A investigation shall only be performed at locations where shown or as directed.

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.

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 Owner's Representative to minimize utility disruptions and facility operations. Provide a schedule for the Work required to the Owner's Representative for approval. Upon approval of the schedule, notify the Owner'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 Owner'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 Owner's Representative that maintaining of the markings are no longer required.

C. If during the Level B investigations, unknown underground utilities are discovered, the Owner'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 023313

SECTION 310000: EARTHWORK

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Site Restoration: Section 310101.

B. Topsoil: Section 310101.

D. Seeding: Section 310101.

1.02 DEFINITIONS

A. The following terms 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 as defined below.
2. Rock: Limestone, sandstone, shale, granite, and similar material in solid beds or masses in its original or stratified position which can be removed only by blasting operations, drilling, wedging, or use of pneumatic tools, and boulders with a volume greater than 1.0 cu yd. Concrete building foundations and concrete slabs, not indicated, with a volume greater than 1.0 cu yd shall be classified as rock.
   a. Limestone, sandstone, shale, granite, and similar material in a broken or weathered condition which can be removed with an excavator or backhoe equipped with a bucket with ripping teeth or any other style bucket shall be classified as earth excavation.
   b. Masonry building foundations, whether indicated or not, shall be classified as earth excavation.
3. Unclassified Earth Excavation: The excavation and disposal of all surface and subsurface materials of any description necessary to perform the work of this contract. This will include:
   a. All soil deposits of any description both above and below groundwater levels. These may be naturally deposited or placed by previous construction operations.
   b. Boulders of any size.
   c. Any materials of man-made origin.
4. Subgrade Surface: Surface upon which subbase or topsoil is placed.
5. Subbase: Select granular material or subbase course Type 2 which is placed immediately beneath pavement or concrete slabs.
6. 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).
7. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
8. Landscaped Areas: Areas not covered by structures, walks, roads, paving, or parking.
9. 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.

10. 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 will be considered the same.

1.03 SUBMITTALS

A. Shop Drawings:
   1. Sheeting, Shoring, and Bracing (Shown on the Drawings): Submit shop drawings for sheeting, shoring, and bracing shown on the Drawings. Shop drawings will be signed by a New York State licensed Professional Engineer.

B. Product Data:
   1. Permanent Sheeting, Shoring, and Bracing: Specifications for materials and accessories.
   2. Filter Fabric: Manufacturer's catalog sheets, specifications, and installation instructions.

C. Samples: Submit samples as follows. Take the samples in the presence of the Owner's Representative, and submit to the Owner's Representative the laboratory test results for gradation, proctors and soundness tests, when required. These tests will be performed in accordance with ASTM standards, will be performed and signed by a certified soils laboratory, and will be submitted as part of the original submittal. At a minimum the samples taken will be of the following quantities:
   1. Select Granular Material: 50 - 60 lb. (Two Samples).
   2. Subbase Course Type 2: 50 - 60 lb. (Two Samples).
   3. Selected Fill: 40 - 50 lb.
   4. Cushion Material: 30 lb.
   5. Item B-12: 30lb, each gradation.
   6. Crushed Stone: 30 lb.

D. Quality Control Submittals:
   1. 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.
   2. Other Aggregates: Name and location of source and soil laboratory test results.

1.04 DELIVERY, STORAGE, AND HANDLING

1.05 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 will be monitored by the Owner's Representative and the following procedures will be followed:
   a. Frozen ground will be removed in its entirety from beneath and five feet beyond the area of fill placement.
   b. The fill material placed will consist of Selected Fill and will be free of all frozen chunks that exceed four inches in size. The material transported to the project site will only consist of material excavated from below the frost depth.
   c. At the end of the work day, the area of fill placement will 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 will be stripped just prior to pouring concrete.

C. Thru-traffic or fill placement with heavy construction vehicles or equipment which causes rutting or weaving to occur within the perimeter of a building will not be permitted. If rutting or weaving occurs during placement of fill, place specified fill in a stable area outside building perimeter and spread with tracked equipment to specified layer thickness.

PART 2 PRODUCTS

2.01 MATERIALS

A. Select Granular Material: Stockpiled, sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials. 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	30-65
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 will not exceed 5.0.
3. Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a 1/2 inch sieve will 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. 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 will not exceed 5.0.
3. Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a 1/2 inch sieve will 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.

C. 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

D. 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 will 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 will 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.

2.02 GEOTECHNICAL FABRICS

A. Filter Fabric (GeoTextile):

1. Separation/Stabilization beneath pavements: GeoTex 801, Bonded Fibers Products PN080, Maccaferri Gabions MacTex MX275 & 340, Mirafi 160N & 180N or equivalent.

PART 3 EXECUTION

3.01 REMOVAL OF TOPSOIL

A. Remove existing topsoil from areas within the Grading Limit Line where excavation or fill is required.

B. Stockpile approved topsoil where directed until required for use. Place, grade, and shape stockpiles for proper drainage.
   1. Topsoil will be tested prior to stockpiling. Stockpile only quantities of topsoil approved in writing for re-use.

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: Will be re-routed as shown on the Contract Drawings.

D. Utilities abandoned beneath and five feet laterally beyond the structure's proposed footprint will be removed in their entirety. Excavations required for their removal will be backfilled and compacted as specified herein.

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.

G. Slabs and Floors: Excavate to the following depths below bottom of concrete for addition of select granular material:
1. Interior Floors: 6 inches unless otherwise indicated.
2. Exterior Slabs and Steps: 12 inches unless otherwise indicated.

H. 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 in undisturbed earth. Excavate at bell and coupling joints to allow ample room for proper pipe connections.

I. Open Ditches: Cut ditches to cross sections and grades indicated.

J. Pavement: Excavate to subgrade surface elevation.

K. 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 Owner.
1. Unauthorized excavations under structural Work such as footings, foundation bases, and retaining walls will be reported immediately to the Owner before any concrete or backfilling Work commences.

L. 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 three working days notice.

M. Removal of Unsuitable Material Beneath Structures and Other Improvements: Excavate encountered unsuitable materials, which extend below required elevations, to additional depth as directed by the Owner. Have cross sections taken, under the supervision of an independent Land Surveyor, to determine the quantity of such excavation. Do not backfill this excavation prior to quantity measurement.

1. Such additional excavation and backfilling, not due to error, fault or neglect of the Contractor and exceeding the numeric quantities indicated on the Drawings, will be paid for at the unit prices specified in this Section.

3.04 DEWATERING

A. Prior to the performance of any excavations provide dewatering methods such that the groundwater table is maintained at an elevation that is beneath the excavated depth.

B. Prevent surface and subsurface water from flowing into excavations and trenches and from flooding the site and surrounding area.

C. 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.

D. 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.

E. Provide temporary controls to restrict the velocity of discharged water as necessary to prevent erosion and siltation of receiving areas.

3.05 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. Place backfill and fill materials in layers not more than eight 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.
2. For large fill areas, the layer thickness may be modified by the Owner's Representative, at the Contractor's written request, if in the Owner's Representative's judgment, the equipment used is capable of compacting the fill material in a greater layer thickness. This request will include the type and specifications of compaction equipment intended for use.

C. 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.

1. Trench in Rock: Place a minimum six inch deep bed of cushion material under pipe.

D. Backfilling Excavation Resulting From Removal of Unsuitable Material Beneath Structures and Other Improvements: Backfill the excavation with compacted select granular material.

1. Such additional backfilling, exceeding the numeric quantities indicated on the Drawings, is included in the unit prices specified in this Section.

3.06 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).
   a. Structures (entire area within ten feet outside perimeter): 95 percent.
   b. Concrete Slabs and Steps: 95 percent.
   c. Landscaped Areas: 90 percent.
   d. Pavements and Walks: 95 percent.
   e. Pipes and Tunnels: 95 percent.
   f. Pipe Bedding: 95 percent.
2. When the existing ground surface to be compacted has a density less than that specified for the particular area classification, break up and pulverize, and moisture condition to facilitate compaction to the required percentage of maximum density.
3. Moisture Control:
   a. Where fill or backfill must be moisture conditioned before compaction, uniformly apply water to the surface and to each layer of fill or backfill. Prevent ponding or other free water on surface subsequent to, and during compaction operations.
   b. Remove and replace, or scarify and air dry, soil that is too wet to permit compaction to specified density. Soil that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a value which will permit compaction to the percentage of maximum density specified.
4. If a compacted layer fails to meet the specified percentage of maximum density, the layer will be recompacted 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.

B. Open graded Stone: Place material in maximum twelve inch lifts. Each lift shall be raked smooth and compacted through several passes of a walk behind vibratory roller. Compaction Testing is **not** required.

3.07 SUBGRADE SURFACE FOR WALKS AND PAVEMENT

A. Shape and grade subgrade surface as follows:
   1. Walks: Shape the surface of areas under walks to required line, grade and cross section, with the finish surface not more than 1 inch above or below the required subgrade surface elevation.
   2. Pavements: Shape the surface of areas under pavement to required line, grade and cross section, with the finish surface not more than 1/2 inch above or below the required subgrade surface elevation.

B. Grade Control: During construction, maintain lines and grades including crown and cross-slope of subbase course.

B. Thoroughly compact subgrade surface for walks and pavement by mechanical rolling, tamping, or with vibratory equipment as approved to the density specified.

D. Shoulders: Place shoulders along edges of filled subgrades to prevent lateral movement. Construct shoulders of selected fill material, placed in such quantity to compact to thickness of each subgrade course layer. Compact and roll at least a 2’-0” wide additional layer of each subgrade course.

3.08 MAINTENANCE AND RESTORATION

A. Restore grades to indicated levels where settlement or damage due to performance of the Work has occurred. Correct conditions contributing to settlement. Remove and replace improperly placed or poorly compacted fill materials.

B. 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.

C. 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.

3.09 DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS

A. Remove from State property and dispose of excess and unsuitable materials, including materials resulting from clearing and grubbing and removal of existing improvements.

B. Transport excess and unsuitable materials, including materials resulting from clearing and grubbing and removal of existing improvements, to spoil areas on State property designated by the Owner’s Representative, and dispose of such materials as directed.

3.10 FIELD QUALITY CONTROL

A. Compaction Testing: Notify the Owner's Representative at least three 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 will be recompacted and will be retested. No additional material may be placed over a compacted layer until the specified density is achieved.

3.11 PROTECTION

A. Protect graded areas from traffic and erosion, and keep them free of trash and debris.

END OF SECTION 310000

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. Source: Provide topsoil from existing stockpiles stripped from the project site and approved by the Owner's Representative. If there is insufficient amount available from material stockpiled from the project area, additional topsoil shall be brought in from approved sources meeting the specifications at no additional cost.

B. 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 State 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 Town will assume all maintenance responsibilities.

END OF SECTION 310101

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. Corrugated Polyethylene Storm Drain Pipe and Fittings: Section 334104.

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).

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, earth dike, level spreader, perimeter dike/swale, pipe slope drain, portable sediment tank, rock dam, sediment basin, sediment traps, silt fence, storm drain inlet protection, straw/hay bale dike, access waterway crossing, storm drain diversion, temporary swale, turbidity curtain, water bars or other erosion control devices or methods as required.

C. Permanent structural measures also control protection to a critical area. They are used to convey runoff to a safe outlet. They remain in place and continue to function after completion of construction. Permanent structural measures shall include debris basins, diversion, grade stabilization structure, land grading, lined waterway (rock), paved channel, paved flume, retaining wall, riprap, rock outlets, and stream bank protection or other erosion control devices or methods as required.

D. Vegetative measures shall include brush matting, dune stabilization, grassed waterway, vegetating waterway, mulching, protecting vegetation, seeding, sod, straw/hay bale dike, stream bank protection, temporary swale, topsoil, and vegetating waterways.

E. Biotechnical measures shall include wattling (live fascines, brush matting, brush layering, live cribwall, and branchpacking) vegetated rock gabions, live staking, tree revetment, and fiber rolls.

F. Weekly inspections will be completed by the Owner's Representative. Comply with and correct all deficiencies found as a result of these inspections. At the end of the construction season when soil disturbance activities will be finalized or suspended until the following spring, the frequency of the inspections may be reduced. If soil disturbance is completely suspended and the site is properly stabilized, a minimum of monthly inspections must be maintained. The stabilization activities must be completed before snow cover or frozen ground. If vegetation is required, seeding, planting and/or sodding must be scheduled to avoid die-off from fall frosts and allow for proper germination/establishment. Weekly inspections must resume no later than March 15.

1.05 DEFINITIONS – TEMPORARY STRUCTURAL MEASURES

A. Dust Control: Prevent surface and air movement of dust from disturbed soil surfaces.

1.07 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. Permanent Seeding: Grasses established and combined with shrubs to provide perennial vegetative cover on disturbed, denuded, slopes subject to erosion.

C. Topsoil: Placed before permanent seeding or sod is installed.

PART 2 PRODUCTS

2.01 MATERIALS

A. Plant Materials for biotechnical slope protection: Locate stands of specified species and obtain approval to harvest material from these stands or obtain from

managed production beds that are maintained for commercial distribution. Install all plant materials within 8 hours of cutting or provide proper storage.

1. Shrub willows: “Streamco” purpleosier willow, and “Bankers” dwarf willow.
2. Redosier Dogwood

B. Seeding: Permanent see Section 310101.

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 312513

SECTION 321216: ASPHALT PAVING

PART 1 GENERAL

1.01 REFERENCES

A. New York State Department of Transportation (DOT) Specification section 400 dated January 1, 2020.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork: Section 310000.

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 402-1 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. Hot Mix Asphalt (HMA): Use aggregate and PG binder from suppliers listed in the NYS DOT's Approved List for Fine and Coarse Aggregates and Performance Graded (PG) Binders for Hot Mix Asphalt (HMA) Paving respectively. Use of mineral filler or any other materials for the production of HMA will be accepted in accordance with the State's written instructions.

C. Supply approved HMA mixtures that meet the requirements of NYS DOT MM 5.16 *Superpave Hot Mix Asphalt Mixture Design and Mixture Verification Procedures*. Each mixture must be obtained from a single plant for the duration of the project. The following NYS DOT items only shall be utilized for this project:
1. 12.5 Top Course HMA (Large Parking Lots & Access Roads).
2. 25.0 Binder Course HMA.
3. Trueing & Leveling Course: DOT Table 401-1 *Composition of Hot Mix Asphalt Mixtures*, Type 5 (Shim).

D. Reclaimed Asphalt Pavement (RAP) shall meet the requirements of NYS DOT MM 5.16 *Superpave Hot Mix Asphalt Mixture Design and Mixture Verification Procedures*.

E. Reclaimed Asphalt Pavement (RAP) will not be accepted.

F. Asphalt Cement Tack Coat.

PART 3 EXECUTION

3.01 PRE-CONSTRUCTION MEETING

A. The Owner's Representative will conduct a Pre-Paving meeting prior to any Hot Mix Asphalt (HMA) placement. The attendance at this meeting will include Contractor's Paving Superintendent, Chief Inspector or Paving Inspector(s), HMA 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. HMA 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 PAVING SYNTHETICS

A. Apply asphalt cement tack coat at the recommended rate to saturate the fabric have a minimum of 0.05 gal/SY additional to bond with existing asphalt surface. If an emulsion is used follow the manufacturer's minimum requirements.

B. Apply paving synthetic to the indicated surface in accordance with manufacturer's instructions.

3.03 ASPHALT PAVING PLACEMENT & COMPACTION

A. Prepare existing surfaces in accordance with DOT Section 402-3.05, *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 HMA in accordance with DOT Section 402-3.05, *Spreading and Finishing*.

D. Provide compaction of HMA in accordance with DOT Section 402-3.07, *Compaction*.

1. Paragraph D. 80 Series Compaction Methods, specifically meeting the minimum requirements as shown in Table 402-6 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. HMA joints shall be in accordance with DOT Section 402-3.09, *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 HMA 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 HMA 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 HMA 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 321216

SECTION 334104: CORRUGATED POLYETHYLENE STORM DRAIN PIPE

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork: Section 310000.

1.02 SUBMITTALS

A. Product Data: Manufacturer's specifications (AASHTO M-252 or AASHTO M-294), including dimensions, allowable height of cover information, and installation instructions.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Advanced Drainage Systems, Inc., 3300 Riverside Dr., Columbus, OH 43221; (614) 457-3051.

B. Hancor, Inc., 401 Olive St., Findlay, OH 45840; (800) 847-5880.

2.02 MATERIALS

A. Corrugated Polyethylene Pipe and Fittings: Conform to AASHTO M-252 (4 to 10-inch diameter) or AASHTO M-294 (12 to 36-inch diameter).
   1. Coefficient of Roughness (interior pipe surface): 0.020 maximum (Manning formula).
   2. Classification: Type C.
   3. Design Strength (all sizes): 50 feet allowable height of cover.
   4. Joint Couplings: Polyethylene Couplers; snap-on type or split collar through 24-inch diameter, screw-on type where applicable.
   5. Material Properties: High-density polyethylene meeting the requirements of ASTM D 3350, Cell Classification 324420C; or ASTM 1248, Type III, Class C, Category 4, Grade P33.

B. Corrugated Polyethylene Pipe (Smooth Interior): Conform to AASHTO M-294 (12 to 36-inch diameter).
   1. Coefficient of Roughness (interior pipe surface): 0.012 maximum (Manning formula).
   2. Classification: Type S.
   3. Minimum Pipe Stiffness Values:

DIAMETER	PIPE STIFFNESS (PER ASTM D 2412)
4", 6", 8", 10", 12"	50 psi
15"	42 psi
18"	40 psi
24"	34 psi
30"	28 psi

36”	22 psi

4. Joint Couplings: Polyethylene Couplers; snap-on type or split collar through 24-inch diameter, screw-on type where applicable.
   a. Corrugated to match pipe corrugations, width not less than one half pipe diameter.
   b. Split couplings shall engage an equal number of corrugations on each side of the joint.
5. Joint Couplings: Polyethylene, bell-and-spigot type couplers utilizing an elastomeric gasket conforming to ASTM F 477.

C. Fittings:
1. High density polyethylene meeting the properties specified for the pipe.
2. Either molded or fabricated.
3. Designed specifically for the pipe furnished and manufactured by the pipe manufacturer.

PART 3 EXECUTION

3.01 INSTALLATION

A. Laying: Lay pipe to indicated line and grade with a firm uniform bearing for the entire length of the pipe. Fill excess excavation with suitable materials and tamp.

B. Joints: Install coupling and fasten per manufacturer’s instructions.

C. Connections:
1. Make connections to existing pipe by using a galvanized steel “dimple”-type coupling. Remake damaged existing joints.
2. Make connections to existing manholes and drainage structures by cutting into the floor or bench of the manhole or drainage structure and forming a new channel.
3. If the pipe, manholes or other structures with which connections are to be made have 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.

END OF SECTION 334104

Engineering and
Land Surveying, P.C.

1533 Crescent Road
Clifton Park, NY 12065
Phone: 518.371.0799
mjelspc@mjels.com
mjels.com

September 30, 2022

Ms. Sara Bollinger, Town Councilor
Town of Manlius
301 Brooklea Drive
Fayetteville, New York 13066

Re: Proposal for Engineering Services
Muirfield Drive Drainage Improvements
Town of Manlius
MJ Proposal No. 2022494

Dear Ms. Bollinger:

M. J. Engineering and Land Surveying, P. C. (MJ) is pleased to provide the Town of Manlius (Town) this proposal for engineering services associated with planned rehabilitation and expansion of the Muirfield retention system and the installation of additional drainage systems along Muirfield Drive and portions of Hoag Lane within the Town.

PROJECT UNDERSTANDING

Based upon information provided to MJ by the Town, MJ has the following project understanding:

- Miller Engineering completed a study of the existing stormwater systems within the area of Hoag Lane, Churchill Lane and Muirfield Drive in 2020. The purpose of the study was to assess reported operational issues within the area, primarily flooding during excessive storm events. The Miller study identified limited infrastructure within the study area with stormwater flows being conveyed by makeshift open swales or traveling down the roadways. The most prominent feature is the Muirfield retention system. This system is a graded basin with a concrete vault with an open bottom placed atop of rock. Runoff can pass into and through the vault and into the underlying rock which is karst geology and promotes infiltration.
- The Miller study recommended the following improvements:
    - Increase the storage capacity of the Muirfield retention system, adding a perimeter fence and a landscape buffer along the south property line.
    - Install large diameter storm pipes (24-inch and 30-inch) along Hoag Lane and Muirfield Drive, to meet a 2-year design storm with all new pipes being perforated and bedding in a uniformly graded gravel.
    - Replace any existing storm sewer pipe along Muirfield Drive and Hoag Lane that are less than 12-inch diameter to a larger diameter pipe.
    - Install an underground drainage array at the unimproved right-of-way located along Muirfield Drive between 5124 and 5128 Muirfield Drive. This system will infiltrate runoff.
- Since the completion of the study, the Town was planning to initiate a clean out of the concrete vault within the Muirfield retention system. The Town requested MJ to visually assess the concrete vault to determine whether it would be feasible to perform the planned cleaning. Based upon limited visual observations conducted in July of 2022, MJ is of the opinion that removal of the concrete covers could result in the covers breaking as they are in a progressed state of deterioration and there are no means safely to lift them off the vault. Further, there appears evidence of advanced failure of the vertical concrete masonry unit walls of the tank due to observed settlement of the covers at the southern end of the vault. Based upon these limited observations, MJ does not believe maintenance could be performed on the vault without causing damage.

- Due to budget limitation, the initial phase of work will be to advance the improvements at the Muirfield retention system inclusive of providing an overflow to an existing drainage way located northwest and across Muirfield Drive.
- The Town has requested that MJ provide the survey/mapping, design, and construction phase support for the project.

Based upon the above understanding, MJ offers the following scope of services for the Town's consideration.

SCOPE OF SERVICES

Field Investigation Phase

Task 01: Survey and Mapping

MJ will complete survey and mapping of the project area which includes the stormwater basin lot located at the northern end of Muirfield Drive and portions of the adjacent Muirfield Drive right-of-way. The approximate area to be surveyed is 1.1 acres. The tasks to be completed include:

- Establish survey control by static GPS methods, utilizing the NYSDOT CORS Network. Horizontal positions will be referenced by NAD83 (CORS) – New York State Plane Coordinate System, Central Zone. Vertical positions will be referenced to the North American Vertical Datum of 1988 (NAVD).
- Collect data by ground survey within the mapping limit, including the location of existing utility hardware, building structures, light poles, trees, curbing, striping and other site features. The limits of the ground survey will extend the width of the Town's right-of-way of each road plus 20-feet beyond the right-of-way.
- The existing right-of-way and parcel boundaries within the project limits will be established based upon deed research and physical evidence found in the field.
- Collect utility information utilizing conventional field locations, defined as Quality Level C (QL-C) designations. The location and type of utility lines and structure will be shown. Utility type, size and materials of construction will be obtained. Structure elevations will be collected when and where feasible.
- Prepare mapping at a scale of 1"=30' in AutoCAD 2020 in accordance with National CAD Standards. Contours will be displayed in 1-foot intervals. Utilities will be depicted based on field measurements and/or record plan information. Property lines will be shown based upon deed research and field evidence. The survey control point ties and benchmark descriptions will also be included in the mapping.

Task 02: Limited Soil Investigations

MJ, through a subconsultant will complete a soil investigation within the project limits. The purpose of the soil investigation will be to determine the depth to rock or groundwater as well as determining infiltration rates of the in-situ soils to support additional stormwater practices proposed. The tasks to be completed include:

- Soil boring will be advances within the project area at the following locations:
    - Two (2) soil borings along Muirfield Drive to determine the soil profile. Borings will be advanced to a depth of 10-feet from the existing ground surface or refusal.
    - One (1) rock core taken at the at the site of the proposed underground infiltration system to establish rock characteristics for pinning the proposed concrete walls to the rock.
    - One (1) soil boring will be advanced at the Muirfield retention system to a depth of a depth of 10-feet from the existing ground surface or refusal.

- Infiltration tests will be advances within the project area in accordance with Appendix K of the NYSDEC Stormwater Management Design Manual at the following locations:
    - Two (2) infiltration tests will be advanced at the Muirfield retention system to a depth of a depth of 6-feet from the existing ground surface.
- Logs for the soil borings and Infiltration tests will be completed during the soil investigation.
- A geotechnical letter report will be providing summarizing the field investigation completed and will provide recommendations relative to earthwork operations.

Design & Permitting Phase

Task 03: Preliminary Design (50% Complete)

- Conduct a site walkthrough with the Town to review the project area and identify site features, conditions, and/or constraints that will affect the performance of the work to be completed and as needed to develop design plans for bidding proposes.
- Prepare preliminary design drawings and technical specifications for review and approval by the Town.
- Since the area of disturbance is expected to be greater than 1-acre, as SWPPP will be required. The SWPPP will be for a linear utility project and will assess construction phase erosion and sediment control measures. A Notice of Intent (NOI) will be prepared for the purpose of obtaining permit coverage under GP-0-20-001.
- Prepare an opinion of probable construction costs based on the Preliminary Design.
- Identify permitting agencies associate with the scope of work of the project.
- Provide the Town three (3) hard copies of the Preliminary Design for review and comment.
- Participate in a meeting (page turn) with the Town to review comments and confirm the scope of work associated with the project.

Task 04: Final Design (95% Complete & Bid Documents)

Following Town approval of the preliminary design drawings, MJ will prepare final bid and contract documents, The bid and contract documents will include information required for the contractors to bid, procure, install, and properly test equipment and components of the project. Design documents will conform to applicable State, County, and Local laws and codes for construction and bidding.

- The design drawings for the 95% Submission prepared by MJ are envisioned to include the following:
    - Cover Page
    - Notes and Legends
    - Construction Logistics and Staging Plan
    - Work Zone Traffic Control Plan
    - Existing Conditions and Removal Plan
    - Utility Plan and Profile
    - Grading Plan and Erosion Control Plan
    - Civil Details
    - Structural Vault Details
- A Project Manual will be developed and will include required information as if ready for a contractor to perform a detailed bid take-off.
- Prepare a final opinion of probable construction costs based on the final documents prior to project bidding to ensure conformance with the project budget.

- Final SWPPP for use during the construction phase.
- Provide the Town three (3) hard copies of the Final Design for review and comment.
- Participate in a meeting (page turn) with the Town to review comments and to confirm the scope of work associated with the project.
- Address Town / Regulatory comments and submit final documents ready for bidding.

Task 05: State Environmental Quality Review Act (SEQRA)

MJ will assist the Town in completing the State Environmental Quality Review Act (SEQRA) responsibilities. The project is an Unlisted action and the following efforts will be completed by MJ which follows the criteria of Part 617 of Environmental Conservation Law:

- Complete Part I of the Short Environmental Assessment Form (SEAF). Part I provides a detailed assessment of the project background and proposed scope of work.
- Assist the Town Board with establishing the SEQR lead agency.
- Complete a draft of Part II of the SEAF which assesses the potential environmental impact and magnitude of those impacts. The Town would review the draft and accept as prepared or make modifications as deemed appropriate.
- Complete a draft Part III of the SEAF and Findings of Non-Significance which are presumed to support the issuance of a negative declaration under SEQRA by the Town Board.
- For each procedural step within SEQRA, MJ will assist the Town's legal counsel is preparing resolutions for the Town Board to review and use.

<u>Bidding and Construction Phase</u>

Task 06: Construction Contract Bidding

- Provide complete contract documents to the Town in digital (PDF) format.
- Assist the Town with the bid process by preparing instructions to bidders and bid advertisement to be published in the Town's official newspaper, in accordance with General Municipal Law.
- Notify potential bidders of advertisement publication and provide electronic contract documents (plans and specifications) to prospective bidders and contractor clearinghouses.
- Respond to prospective bidder's questions and prepare addenda to the contract documents, as required, to clarify bidder questions.
- Tabulate and evaluate the bids, review professional and financial references of low bidders and prepare a recommendation letter to the Town for contract award.

Task 07: Contract Administration Services

- Prepare and issue Notice of Award to the awarded contractor. Compile and review the successful bidder's contractual submittals, including bonds, insurance, and agreement and forward to the Town for execution.
- Coordinate, schedule and attend a pre-construction conference, and prepare and distribute meeting minutes to attending parties.

- Review and process construction shop drawings and specifications submitted by contractor(s) for compliance with the design concept.
- Respond to construction-related questions raised by the contractor.
- Progress minor design revisions, as required, to adjust the proposed construction to site-specific conditions. Major design changes, due to unforeseen conditions, are not included.
- Review and certify the contractor's monthly and final payment applications. Payment applications will be prepared and submitted to the Town as needed.
- Receive, review, and prepare change orders as required. Provide the Town with recommendations on the validity of the change orders.
- Conduct a final on-site project review, issue punch list, Notice of Substantial Completion, and Notice of Final Completion for each Contract.
- Compile equipment operation and maintenance manuals, start-up reports, warranty information, shop drawings and record plans as provided and developed by the Contractor(s), into a single final document package for delivery to the Town.

Task 08: Construction Observation Services

MJ will provide up to four (4) days of construction observation during critical phases of construction by a NICET Level III inspector, such as during subbase preparation, paving operations and general progression of work. SWPPP inspections will also be performed weekly by a certified stormwater inspector. It is noted that the level of construction observation may vary and will be dependent upon the contractors' specific work schedule. MJ will provide construction observation on an hourly rate basis such that only the hours spent will be billed, which may result in a cost savings to the Town depending on the contractors' schedule.

As part of our construction observation services, MJ will perform the following tasks:

- Document that the construction work observed is in conformance with the contract documents and SWPPP.
- Perform a detailed inspection of materials and items of work required by the contract documents to support the Contractor's payment request.
- Coordinate the Contractor's construction activities with the Town.
- Inform the Town, in writing, of operations and procedures that may lead to a delay in the construction.
- Maintain a construction observation log describing progress and special problems encountered and other pertinent information relative to the project. Any meetings conducted will also be documented.
- Inspect manufactured and shop-fabricated materials to ensure conformance with approved shop drawings.
- Supervise on-site testing and maintain a log and file of tests and related reports.
- Maintain a set of record documents based upon redline mark-ups provided by the contractor.

ASSUMPTIONS AND TASKS NOT INCLUDED IN THIS PROPOSAL

The following assumptions apply to this scope of work:

1. Project requires current NYS Prevailing Wage Rates for survey field crew and boring subcontractor.

2. The professional services proposed within this scope of work is not subject to W/MBE or SDVOB participation.
3. Existing utility and record mapping will be made available to MJ by the Town.
4. Contact will be made with UFPO prior to performing the ground survey and subsurface exploration. Note utility identification by UFPO is limited to publicly owned lands only.
5. Materials testing and special inspections are not included. It is assumed that these services will be provided by the contractor as part of the construction contract.
6. Construction survey stakeout and field survey verification of installed infrastructure (i.e., buildings, piping, etc.) is not included.
7. Archeological investigations (i.e., Phase 1A/1B/2) are assumed not required. If through correspondence with NYS OPRHP (or other regulatory agencies) that this work is required, MJ can provide these services for an additional fee, under separate authorization.
8. Wetlands permitting and mitigation design are assumed not required. If through correspondence with the NYSDEC, USACE (or other regulatory agencies) that this work is required, MJ can provide these services for an additional fee, under separate authorization.
9. The underground infiltration system will be founded on rock or shallow spread foundations. The design of deep foundations is not included.
10. The Contractor will be required as part of the construction contract to prepare record drawings for submission to the Town. Preparation of additional record drawings is not included.
11. Construction observation is limited to the hours stated. Additional time requested by the Town and/or full time construction observation can be provided based upon the hourly rate noted.
12. Payment of fees, including applications, permits and other reviewing authority will be paid by the Town.
13. No warranty, or guarantee, is expressed, or implied concerning the granting of permits or approvals required, or timelines for review and action, by regulatory agencies.

SCHEDULE

MJ is prepared to begin the work identified in this proposal within 2 weeks of Notice to Proceed. MJ will perform the outlined tasks as follows:

Field Investigations ..... September 2022 – December 2022

Design Phase Services ..... December 2022 – February 2023

Bid Phase Services ..... February 2023 – March 2022

Construction Administration Services..... May 2023 – September 2023

Construction Observation Services ..... June 2023 – September 2023

Projected start and end dates are subject to change and are based on date from authorization to proceed. As certain aspects of the project are outside of MJ's control (e.g., review agency schedules, actions, and approvals), MJ cannot guarantee completion of the project within these proposed schedules.

FEE

MJ proposes to complete the requested services for the following fees:

Field Investigation Phase		
Task 01: Topographic Survey and Mobile Mapping	$3,600	Lump Sum
Task 02: Limited Soils Investigation	$10,000	Lump Sum
Design and Permitting Phase		
Task 03: Preliminary Design (50% Complete)	$21,000	Lump Sum
Task 04: Final Design (95% Complete and Bid Documents)	$12,000	Lump Sum
Task 05: State Environmental Quality Review Act (SEQRA)	$1,500	Lump Sum
Bidding and Construction Phase		
Task 06: Construction Contract Bidding	$3,000	Lump Sum
Task 07: Contract Administration Services	$8,000	Lump Sum
Task 08: Construction Observation Services	$5,020*	Not to Exceed

Total Estimated Fee $64,120

**Based on 4 days of construction oversight by a NICET Level III inspector at a rate of $1,255 per day. Actual hours to be determined based on the contractor's anticipated schedule.*

MJ will invoice on a monthly basis based upon a percentage of work completed in that period. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

SUMMARY

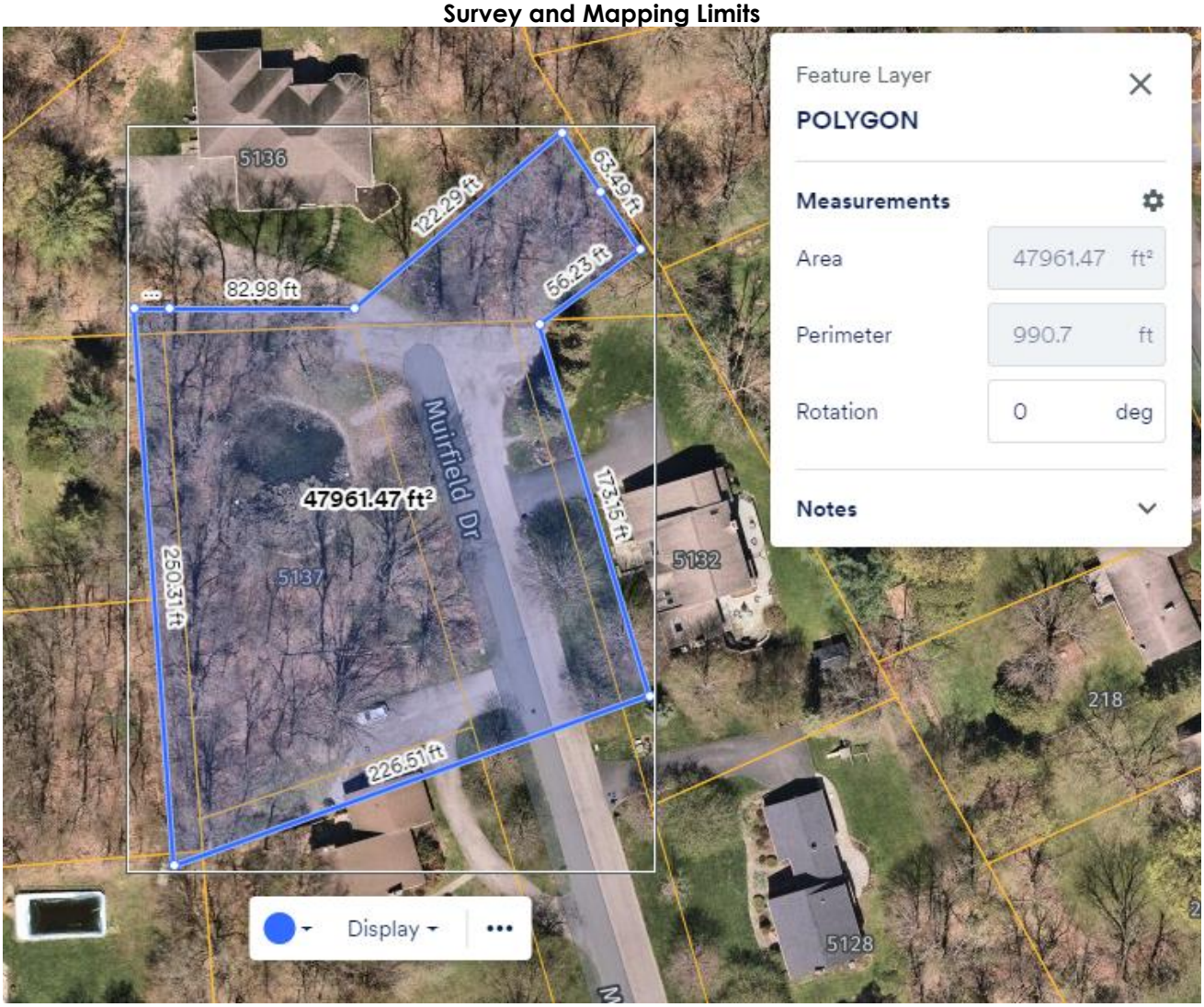
Thank you for the opportunity to submit this proposal and we look forward to continuing our work with the Town on this project. If you have any questions, please feel free to contact Joel Bianchi at (518) 371-0799 or by email at jbianchi@mjels.com.

Sincerely,

Michael D. Panichelli, P.E.
President

cc. Robert Cushing, Highway Superintendent
Ann Oot, Town Manager

Figure 1
Survey and Mapping Limits



Town of Manlius Police Department

Memorandum

Date: 10/03/2022
To: Town Clerk Allison Weber
From: Chief Michael J. Crowell
Regarding: Disposition of Agency Owned Property

In conjunction with Town of Manlius Police Department General Order #203 "Fiscal Management," and NYS law, the below listed property is no longer needed or suitable for our use; therefore, these items shall be removed from the departments fixed asset inventory and transferred to the Kirkville Fire District.

Quantity	Description	Serial Number
1	Motorola XTS2500 Portable Radio	407CJZ2796
1	Motorola XTS2500 Portable Radio	407CJZ2839
1	Motorola XTS2500 Portable Radio	407CJZ2829
1	Motorola XTS2500 Portable Radio	407CJZ2817
1	Box of chargers, misc items for radios	N/A

Chief Crowell
Chief Manlius Police
Date: 10-3-22

Jeffrey Zacharias
Head Commissioner
Kirkville Fire District
Date: 10-3-22

Town of Manlius
Town Clerks Office

OCT 04 2022

Received and Filed

MOTOROLA SOLUTIONS

DRAFT

QUOTE-1783730
Manlius Pd NY (40) V300 & Server EL5

Shipping Address:
MANLIUS POLICE
DEPARTMENT, TOWN OF
UNITED RADIO INC
5703 ENT PKWY
EAST SYRACUSE, NY 13057
US

Quote Date:10/03/2022
Expiration Date:12/23/2022
Quote Created By:
Tom Boyer
Tom.Boyer@
motorolasolutions.com

End Customer:
MANLIUS POLICE DEPARTMENT,
TOWN OF
Greggory Snyder
gsnyder@manliuspolice.org
+13156822212

Contract: 21562 - NEW YORK OGS, STATE OF
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	V300					
1	BW-ACK-V3-TS	V300 TRANSFER STATION II	2		$1,420.25	$2,840.50
2	IV-ACK-BD-V3---	V300 IN-CAR WIFI BASE BUNDLE FOR 4RE	15		$545.00	$8,175.00
3	BW-V30-10--	V300 BODY WORN CAMERA, MAG CHEST MOUNT	40		$945.25	$37,810.00
	Evidence Library: Video Evidence Management					
4	SFW-SQL-SRV-165	SOFTWARE, SQL SERVER 2016, STD, W /5 CAL	1		Included	Included
5	SVC-4RE-RMT-410	REMOTE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT	1		$0.00	$0.00
6	HDW-SRV-HDD-12T	HD EL5 12TB 6GB/S 7200 RPM 256MB ENT 4KN	6		$810.00	$4,860.00
7	KEY-EL50SRV-001	LICENSE,EL5 SITE LICENSE KEY	1		$1,000.00	$1,000.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
8	HDW-EL-SRV-1173	SERVER,EL5,16HDD,RAID6,3U,11-25CONDEV,3Y	1		$8,295.00	$8,295.00
9	SFW-BWC-DEV-FEE	EVIDENCE LIBRARY, VISTA/ V300 ANNUAL DEVICE LICENSE & SUPPORT FEE	40	1 YEAR	$195.00	$7,800.00
10	SFW-4RE-DEV-FEE	EVIDENCE LIBRARY, 4RE/ M500 ANNUAL DEVICE LICENSE & SUPPORT FEE	15	1 YEAR	$185.25	$2,778.75
11	VIS-300-CHG-001	V300, USB DOCK, D300, DESK CHGR/UPLD KIT	20		$95.00	$1,900.00
12	Incentive	Incentive to Upgrade from Vista Expiration Date: 12/15/2022	1		-$7,774.50	-$7,774.50

Grand Total $67,684.75(USD)

Pricing Summary

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	$67,684.75	$0.00
Grand Total System Price	$67,684.75	$0.00

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

EVIDENCE LIBRARY 5 SOLUTION DESCRIPTION

Evidence Library 5 simplifies evidence management, automates data maintenance, and facilitates management of your department's devices.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely.

The optional SmartControl and SmartConnect smart device applications support live video streaming from body-worn cameras, allowing personnel to view footage captured by the cameras in the app.

VIDEO EVIDENCE MANAGEMENT

Evidence Library 5 delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, Evidence Library 5 makes evidence management as efficient as possible. With Evidence Library 5, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

SIMPLIFIED EVIDENCE REVIEW

Evidence Library 5 makes evidence review easier by allowing you to upload captured video and audio from your in-field devices, sharing important information that groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. Incidents recorded from several devices can be found easily and viewed at the same time, eliminating the task of reviewing irrelevant footage.

Its built-in media player includes a visual display of incident data, allowing you to view moments of interest, such as when lights, sirens, or brakes were activated during the event timeline, status of cameras and microphones, and patrol speed graph.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, drawings, and applicable external files can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in Evidence Library.

EASY EVIDENCE SHARING

Evidence Library 5 empowers you to easily share information in the evidence review or judiciary sharing process by exporting evidence data. It is capable of searching for data using various criteria, including import, export, playback, download, share, and modification dates, allowing users to quickly find relevant evidence.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

AUTOMATIC DATA MAINTENANCE

Evidence Library 5 lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on any basis, based on how you want to configure the system.

Security groups and permissions are easily set up in Evidence Library 5, allowing you to grant individuals access to evidence on an as-needed basis.

INTEGRATION WITH IN-CAR AND BODY-WORN CAMERAS

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by M500, V300, 4RE and VISTA camera systems are automatically linked in Evidence Library 5 based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

OPTIONAL LIVE VIDEO STREAMING

Evidence Library 5 integrates with SmartControl, an optional mobile application for Android and iOS that allows officers to review video evidence from their smartphone or tablet while they're still in the field.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate in-field access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using Evidence Library 5 can assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled or assigned device system. Evidence Library 5 also enables devices to be quickly exchanged between officers during shift changes. This minimizes the number of devices needed for your fleet.

DEVICE TRACKING

You can easily manage, configure, and deploy your in-car and body-worn cameras in Evidence Library 5. Devices can be assigned to personnel within Evidence Library 5 and tracked, helping agencies keep track of which users have specific devices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

FASTER SHIFT CHANGES

Evidence Library 5's Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including haptic and audible alert volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within Evidence Library 5 also enable you to configure devices to operate in alignment with your agency's policies and procedures.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

V300 Body-Worn Camera Solution Description

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.

Key Features of the V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application -** Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** – The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation -** Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source -** The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

DOCKING STATIONS

The V300 has three docking options:

Transfer Station - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.

USB Base - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.

Wi-Fi Base - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

VIDEO EVIDENCE STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (“SOW”) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (“Motorola”) system as presented in this offer to the Customer(hereinafter referred to as “Customer”). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors’ SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad- hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Deployment Date(s) refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal ("LXP") in the delivery and provide Customer Username and Access Information.

CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer's project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer’s third-party vendors, as required, to enable Motorola to perform its duties.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

Motorola Responsibilities

- Host Welcome/IT Call**.**
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola’s delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Verify successful upload from devices after docking back into the transfer station or USB dock.

SOFTWARE INSTALLATION

REMOTE SOFTWARE INSTALLATION

Client software will be installed one workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Provide instruction on client software deployment utility.

Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Access online training resources identified in the Welcome/IT Call.

Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Installation Guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

Customer Responsibilities

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Contact Motorola Solutions to engage Technical Support when needed.

Motorola Deliverables

- LXP Enable

INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

FUNCTIONAL VALIDATION AND PROJECT CLOSURE

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

Motorola Responsibilities

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

Customer Responsibilities

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Agency**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement"**). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Agency: NY - Manlius Town PD **Legal Entity Name:**	**Contact Name:** Michael Crowell
Address: 1 Arkie Albanese Ave Manlius, New York 13104	**Phone:** (315) 682-2212 **E-Mail:** mcrowell@manliuspolice.org
Expected Payment Method:	**Billing Contact:** (if different than above)

Initial Term: 36 months **Renewal Term:** 36 months	**Billing Term:** Annual payment due Net 30 per terms and conditions

Name	Price	QTY	Subtotal
Falcon	$7,500.00	1.00	$7,500.00
Professional Services - Standard Implementation Fee	$350.00	1.00	$350.00

(Includes one-time fees)

Contract Total: $7,850.00

Recurring Total: $2,500.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Agency: NY - Manlius Town PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the Order Form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) ("**Notifications**");

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("**Permitted Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Advanced Search**" means the provision of Services, via the web interface using Flock's software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 "***Agency Data***" means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 ***"Agency Generated Data"*** means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. "***Agency Hardware***" means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. "***Aggregated Data***" means information that relates to a group or category of individuals, from which any potential individuals' personal identifying information has been permanently "anonymized" by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 "***Deployment Plan***" means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 "***Documentation***" means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 "***Embedded Software***" means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 "***Falcon Flex***" means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 "***Flock Hardware***" means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 "***Flock IP***" means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 "***Flock Safety Falcon™***" means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 "***Flock Safety Raven™***" means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 "***Flock Safety Sparrow™***" means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 *"**Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 *"**Implementation Fee(s)**"* means the monetary fees associated with the Installation Services, as defined below.

1.20 "***Installation Services***" means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 "***Non-Agency End User(s)***" means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 "***Services***" or "***Flock Services***" means the provision, via the Web Interface, of Flock's software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 "***Support Services***" means Monitoring Services, as defined in Section 2.10 below.

1.24 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 "***Wing Suite***" means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 "***Wing Livestream***" means real-time video integration with third-party cameras via the Flock interface.

1.28 "***Wing LPR***" means software integration with third-party cameras utilizing Flock's Vehicle Fingerprint Technology™ for license plate capture.

1.29 "***Wing Replay***" means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 "***Vehicle Fingerprint*™**" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 **Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 **Usage Restrictions.**

2.5.1 **Flock IP.** The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. **Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 **Suspension.**

2.7.1 **Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 **Installation Services.**

2.8.1 ***Designated Locations.*** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("***Designated Location***") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 ***Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 ***Flock's Obligations.*** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 ***Ownership of Hardware.*** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any

payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 **Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 **Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors . The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. <u>Flock does not own and shall not sell Agency Data.</u>

4.3 **Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. <u>Flock does not own and shall not sell Agency Generated Data.</u>

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 **Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 **Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to

receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.

b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.

c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.

d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of $500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 **No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect***"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of

other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH

ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 **Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any

subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (https://www.flocksafety.com/reinstall-fee-schedule), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and

according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:

DATE	Dog Control - SPCA	Proposed Increase DC	Increase Amount DC	Dog Cruelty - Contract	Proposed Increase	Increase Amount
4/1/2014 - 12-31-14	$ 22,500.00	$ -	$ -	$ 2,913.00	$ -	$ -
1/1/2015 - 12/31/2015	$ 27,087.00	$ -	$ -	$ 2,913.00	$ -	$ -
1/1/2016 - 12/31/2016	$ 27,087.00	$ -	$ -	$ 2,913.00	$ -	$ -
1/1/2017 - 12/31/2017	$ 27,087.00	$ -	$ -	$ 2,913.00	$ -	$ -
1/1/2018 - 12/31/2018	$ 27,087.00	$ -	$ -	$ 2,913.00	$ -	$ -
1/1/2019 - 12/31/2019	$ 27,087.00	$ -	$ -	$ 5,826.60	Cents * Population	$ 2,913.60
1/1/2020 - 12/31/2020	$ 27,087.00	$ -	$ -	$ 5,826.60	$ -	$ -
1/1/2021 - 12/31/2021	$ 27,087.00	$ -	$ -	$ 5,826.00	$ -	$ -
1/1/2022 - 12/31/2022	$ 27,087.00	$ -	$ -	$ 5,826.60	$ -	$ -
1/1/2023 - 12/31/2023	$ 30,087.00	$3,000	$3,000	$ 5,972.27	2.50%	$ 145.67
1/1/2024 - 12/31/2024	$ 30,839.18	2.50%	$ 752.17	$ 6,121.57	2.50%	$ 149.31
1/1/2025 - 12/31/2025	$ 31,610.15	2.50%	$ 770.98	$ 6,274.61	2.50%	$ 153.04

Engineering and
Land Surveying, P.C.

1533 Crescent Road
Clifton Park, NY 12065
Phone: 518.371.0799
mjelspc@mjels.com
mjels.com

September 30, 2022

Mr. John Deer, Town Supervisor
Town of Manlius
301 Brooklea Drive
Fayetteville, New York 13066

Re: Proposal for Engineering Services
Town Hall Site Concept Planning
Town of Manlius
MJ Proposal No. 2022519

Dear Supervisor Deer:

M. J. Engineering and Land Surveying, P. C. (MJ) is pleased to provide the Town of Manlius (Town) this proposal for engineering services associated with the development of conceptual site plans for the planned Town Hall located along Burdick Street within the Town.

PROJECT UNDERSTANDING

Based upon information provided to MJ by the Town and discussions held during our monthly engineering meeting, MJ has the following project understanding:

- The Town completed a feasibility study for a new Town Hall in 2018. The study contemplated a 40,000 s.f. building that would include current Town Hall departments, as well as the police department and municipal court. A two and three story concept was developed. The study also assessed three potential sites for the new Town Hall.
- The Town is considering advancing the project and has the opportunity to purchase a site that was not previously assessed. The new site is located along North Burdick Street, opposite Town Center at Fayetteville. The land under consideration is approximately 7 acres and is part of the former Woodlands at Limestone Lakes development. It is understood that there still will be development of this site as a residential community, however the developer has set aside a portion for potential development by the Town. The developer plans to still construct an internal access road that would align with a primary entrance to Town Center.
- The Town has provided the record plans prepared for Woodlands at Limestone Lakes which illustrates the planned residential development along with various documents that illustrate some of the site constraints, (topography, floodplains and wetlands).
- The Town is interested in understanding the development potential for the parcel being offered by the developer to initiate a potential purchase for the new Town Hall.
- The Town has requested that MJ prepare conceptual site plans for the new Town Hall site for the purposes of understanding the site's development potential.

Based upon the above understanding, MJ offers the following scope of services for the Town's consideration.

SCOPE OF SERVICES

Task 01: Conceptual Site Plan Development

- Conduct a site visit to assess among other items, the physical site constraints and topographic features.
- Review existing site data provided as well as complete limited research of readily available databases for soils, wetlands, floodplains, endangered species and cultural resources.

- Prepare two site concepts utilizing record documents provided. The site concepts will include egress points to public roadways, parking lot configurations, utility connection points and land grading. For the purpose of this analysis, the two-story building configuration will be utilized. Existing and proposed site conditions for the surrounding site areas will be based upon the record plans provided for Woodlands at Limestone Lake.
- MJ will Present two site concepts and order of magnitude cost estimates to the Town for review and comments.
- MJ will make one round of revisions to the preferred site concept and providing a final site concept and order of magnitude project cost.

ASSUMPTIONS AND TASKS NOT INCLUDED IN THIS PROPOSAL

The following assumptions apply to this scope of work:

1. Site constraints identified will be limited to record documentation provided by the Town and limited database research of New York State regulatory agencies.
2. A SEQR evaluation is excluded from this scope of work.
3. Advanced site plans or construction documents are excluded.
4. Presentation of the site concepts to the public or during public meetings is excluded.

SCHEDULE

MJ is prepared to begin the work identified in this proposal. Initial site concepts will be submitted to the Town within five (5) weeks of notice to proceed. Revisions to the preferred concept will be completed within two (2) weeks of receipt of all comments from the Town. Projected start and end dates are subject to change and are based on date from authorization to proceed. As certain aspects of the project are outside of MJ's control (e.g., review agency schedules, actions, and approvals), MJ cannot guarantee completion of the project within these proposed schedules.

FEE

MJ proposes to complete the requested services for the lump sum fee of $5,000. MJ will invoice on a monthly basis based upon a percentage of work completed in that period. The fee assumes there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

SUMMARY

Thank you for the opportunity to submit this proposal and we look forward to continuing our work with the Town on this project. If you have any questions, please feel free to contact Joel Bianchi at (518) 371-0799 or by email at jbianchi@mjels.com.

Sincerely,

Michael D. Panichelli, P.E.
President

cc. Sara Bollinger, Town Council
Robert Cushing, Highway Superintendent
Ann Oot, Town Manager

ASPINALL'S
TREE NURSERY & LANDSCAPING L.L.C.
WWW.ASPINALLSTREE.COM
315-687-5282
SERVING CNY FOR OVER 35 YEARS

8797 E. GENESEE ST.
CHITTENANGO, NY 13037
PHONE: (315) 687-5282
EMAIL: ASPINALLS@ASPINALLSTREE.COM
WWW.ASPINALLSTREE.COM

2022-2023 Seasonal Sidewalk Snow Contract

Town of Manlius

301 Brooklea Dr.

Fayetteville, NY 13066

Walkway Snow and Ice Removal

Walkways will be cleared when there is an accumulation of 2-3" of snowfall. Ice melting material (Calcium or Magnesium Chloride) will then be spread on the walkways to help keep them clear of ice. Walkways will be cleared for a 7 a.m. arrival into the building and until 2:30 p.m. This contract will be billed monthly based on the number of times the service is performed for the previous month.

Per time rate: ***$ 180.00***

Acceptance of proposal: _____ *Date:* _____

Resolution No. ___

Declaring Support for the New York State Climate Action Council Scoping Plan

WHEREAS, the Sixth Assessment of the International Panel on Climate Change (IPCC) finds that climate change is causing dangerous and widespread disruption in nature and affecting the lives of billions of people around the world; and

WHEREAS, the IPCC Assessment concludes that rapid, deep and sustained reductions in global greenhouse gas emissions (GHG) are necessary, including accelerated action in this critical decade, to limit global warming to within 1.5°C and 2°C in this century; and

WHEREAS, New York State recognizes the urgent need to reduce and eliminate GHG emissions in the atmosphere, passing the 2019 Climate Leadership and Community Protection Act ("Climate Act") committing the State to:

- reduce GHG emissions by 40 percent by 2030 below 1990 levels, and achieve net-zero emissions by 2050;
- meet 70 percent of electricity needs from renewable resources by 2030, and 100 percent of electricity needs from zero-emissions resources by 2040;
- ensure a just and equitable transition that leaves no one behind, and dedicate up to 40 percent of the benefits of clean energy investments to Disadvantaged Communities; and

WHEREAS, the New York State Climate Action Council has approved for public comment a Draft Scoping Plan to meet New York's climate and equity goals; and

WHEREAS, the Scoping Plan calls for shifting to energy-efficient electrification in buildings and transportation as the primary solution to replace fossil-fuel combustion in these sectors, which together account for 60 percent of the state's carbon emissions; and

WHEREAS, the Scoping Plan calls for a phase-down of emissions from fossil fuel-fired electricity generation, while ensuring support and protections for impacted workers as they transition to clean energy jobs;

WHEREAS, the 2021 Jobs Study by the Just Transition Working Group for the NYS Climate Action Council estimates that meeting New York's climate goals will result in a net gain of 189,000 jobs across the state by 2030, alone, with a ratio of jobs gained to jobs displaced of 10 to 1; and

WHEREAS, the Scoping Plan includes measures that would expand the development of renewable resources and battery storage, encourage "agrivoltaics," or the co-location of agricultural activities with solar and wind, and provide resources to communities to assist with renewable siting and land-use planning;

WHEREAS, the Scoping Plan recognizes the critical role that rural landscapes play, both natural and working lands, in sequestering carbon emissions and enabling the state to achieve net-zero emissions, and the importance of agricultural land preservation, open space protection, support for farmers to improve soil health, and policies that expand afforestation and reforestation and incentivize and assist private landowners in implementing sustainable forest management practices;

WHEREAS, the Integration Analysis for the Scoping Plan finds that meeting emissions reduction goals of the Climate Act is technically feasible and will have the additional and significant benefit of improving public health by eliminating co-pollutants from fossil fuel combustion, resulting in an estimated $50 to $120 billion in health-related savings by 2050; and

WHEREAS, according to NYSERDA, over half of what New Yorkers currently spend on energy leaves New York, mostly for fossil fuels; and

WHEREAS, our communities would be better served by keeping energy spending primarily within the local economy; now, therefore be it

RESOLVED, the [name of municipality/county legislature] affirms the critical importance of meeting the emissions and equity goals of the Climate Act, which will help mitigate dangerous warming while delivering the additional benefits of improving public health, economic opportunities, agricultural land open space protection, and quality of life for the people of [name of county/municipality]; and, be it further

RESOLVED, [name of municipality/county legislature] declares its support for prohibiting an expansion of fossil fuel infrastructure, which contradicts the goals of the Climate Act, and for transitioning to efficient electricity-based solutions for buildings and transportation; and be it further

RESOLVED, [name of municipality/county legislature] supports a planning process for a managed transition of the utility gas system that maintains affordable, safe, and reliable utility service and protects low- and moderate-income households from an undue burden in the transition; and be it further

RESOLVED, [name of municipality/county legislature] supports the recommendations of the Scoping Plan for advanced building codes that will improve the energy efficiency of new buildings, creating healthier living and work environments while reducing monthly energy costs; and be it further

RESOLVED, [name of municipality/county legislature] supports the recommendations of the Scoping Plan to phase in code requirements prohibiting on-site combustion of fossil fuels in new buildings over a 2024-2027 period; and, be it further

RESOLVED, [name of municipality/county legislature] calls on the Climate Action Council to include in the Scoping Plan the necessary policies and support to help owners of existing buildings improve energy efficiency and transition to zero-emissions equipment, ensuring cost parity with fossil systems, with incentives and financing assistance as necessary; and, be it further

RESOLVED, [name of municipality/county legislature] supports Scoping Plan recommendations that make electric vehicles more affordable relative to gas-powered vehicles, and expand fast-charging infrastructure; and, be it further

RESOLVED, [name of municipality/county legislature] urges the Climate Action Council to include in the Scoping Plan recommendations to expand assistance for all-electric upstate municipal transit systems; and, be it further

RESOLVED, [name of municipality/county legislature] further urges the New York State Department of Environmental Conservation and NYSERDA to immediately launch a sustained statewide public education and information campaign on the benefits of a clean energy economy and climate-friendly choices by consumers of heating and cooling systems, transportation, and products and appliances; and, be it further

RESOLVED, [name of municipality/county legislature] shall forward copies of this resolution to the Commissioner of the NYS Department of Environmental Conservation, President of NYSERDA, Chair of the NYS Public Service Commission, the NYS Climate Action Council, and Members of the State Senate and Assembly representing [name of town/city/village/county].

MINUTES
TOWN BOARD
September 28, 2022

The Town of Manlius Town Board held a hybrid meeting with in-person attendees and virtual attendees. The meeting was live streamed on the Town Facebook page and the Town YouTube Channel. The recording of the meeting can be viewed here;
https://www.youtube.com/channel/UC3pS9-uTiX4l7aEgciGEVSA

Supervisor John Deer presided, and the following Board members present:

Sara Bollinger, Councilor
Elaine Denton, Councilor
Heather Waters, Councilor
Katelyn M. Kriesel, Councilor
William Nicholson, Councilor
Virtual Alissa Italiano, Councilor

The following Town Officers were present:
Tim Frateschi, Attorney for the Town
Allison A. Weber, Town Clerk

The following Town Officers Attending Virtually: Alissa Italiano, Councilor
Michael Crowell, Police Chief
Rob Cushing, Highway Superintendent
Tom Poitras, Code Enforcement Officer

1. Attendees

In-Person Meeting Attendees: Prerna Deer, Manlius. Mark Olson, Fayetteville. Dave Barnwell, Manlius. Dan Tyrel, Fayetteville. John Bower, Manlius. Julianna Hall. KP Kelly, Fayetteville.

Virtual Meeting Attendees: Trevor Edkin, Paul Welch, Andrea Belton, J. Thomas Bassett

2. The Pledge of Allegiance

Supervisor Deer, called the meeting to order at 6:30 PM. Councilor Denton led the Pledge of Allegiance. Supervisor Deer welcomed everyone and thanked all for attending.

3. 6:32 PM Open Podium

James Bresnahan, Manlius, spoke in opposition of the aquarium. Mr. Bresnahan stated that he would like to bring public attention to what the feasibility study ignored before another vote is taken at the County Legislature.

4. 6:36 PM County Legislator Mark Olson – County Legislature Update

County Legislator Mark Olson gave a presentation on the 2023 County Budget. The Town Board discussed the county budget with Legislator Olson.

DRAFT

5. 7:18 PM Town Board Recognized Local Student Artist

The Town Board recognized Julianna Hall, a student from Fayetteville-Manlius high school whose artwork won the 2022 Law Day/Office for Justice Initiatives Art Contest.

6. 7:23 PM Public Hearing – Residential Multi-Use District (RM) Classification Amendment

Attorney Frateschi reviewed the proposed changed to the RM Zoning Classification as outlined in the law. Attorney Frateschi stated that the law will not address the elimination of the Residential -Transitional (RT) as that will be completed at a later date.

SEQR

Councilor Denton made a motion, seconded by Councilor Kriesel, to declare the Town of Manlius lead agency for SEQR purposes in the matter of the proposed local law 2022-9 Amending Chapter 155 of the Town Code Section 155-20 Residential Multiple-Use (RM) Districts to allow for Mixed-Use Development as amended and outlined in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Attorney Frateschi stated that this will be an unlisted action under SEQR and recommends the board issue a negative declaration.

PART II – Short Environmental Assessment Form

Attorney Frateschi reviewed Part II of the short environmental assessment form with the Town Board. The Town Board determined that each of the environmental factors would have no more than a small to moderate impact. After further discussion, the Board agreed that there would be no significant environmental impact by issuing (approving for LL) the Zone Change request based on the reasons set forth in the Resolution drafted by the Attorney for the Town.

Councilor Bollinger made a motion, seconded by Councilor Denton issue a negative declaration for SEQR purposes in the matter of the proposed local law 2022-9 Amending Chapter 155 of the Town Code Section 155-20 Residential Multiple-Use (RM) Districts to allow for Mixed-Use Development as amended and outlined in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Councilor Denton made a motion, seconded by Councilor Bollinger, to waive the reading of the public notice in the matter of the proposed local law 2022-9 Amending Chapter 155 of the Town Code Section 155-20 Residential Multiple-Use (RM) Districts to allow for Mixed-Use Development as amended and outlined in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

DRAFT

Nayes: 0 All in Favor. Motion Carries.

Councilor Denton made a motion, seconded by Councilor Waters, to open the public hearing at 7:30 PM in the matter of the proposed local law 2022-9 Amending Chapter 155 of the Town Code Section 155-20 Residential Multiple-Use (RM) Districts to allow for Mixed-Use Development as amended and outlined in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

With there being no further comments from the public, Councilor Bollinger made a motion, seconded by Councilor Italiano, to close the public hearing at 7:31 PM in the matter of the proposed local law 2022-9 Amending Chapter 155 of the Town Code Section 155-20 Residential Multiple-Use (RM) Districts to allow for Mixed-Use Development as amended and outlined in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Councilor Denton made a motion, seconded by Councilor Waters, to approve and adopt Local Law 2022 – 9 Amending Chapter 155 of the Town Code Section 155-20 Residential Multiple-Use (RM) Districts to allow for Mixed-Use Development as amended and outlined in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

7. 7:32 PM Public Hearing – Override Property Tax Cap

The Town Board held a public hearing and adopted local law 2022-10 to override the property tax cap for the 2023 fiscal year.

Councilor Denton made a motion, seconded by Councilor Kriesel, to waive the reading of the public notice in the matter of the proposed local law 2022-10 Overriding the Property Tax Cap in the Town of Manlius for Fiscal Year 2023 as outlined in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Councilor Bollinger made a motion, seconded by Councilor Denton, to open the public hearing at 7:33 PM in the matter of the proposed local law 2022-10 Overriding the Property Tax Cap in

DRAFT

the Town of Manlius for Fiscal Year 2023 as outlined in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

John Bower, Town of Manlius asked several questions related to the property tax cap override. Mr. Bower and the Town Board discussed the property tax cap override calculations.

Mr. Bower stated that this year is especially difficult for taxpayers due to the economy and the tax burden is out of control.

With there being no further comments from the public, Councilor Denton made a motion, seconded by Councilor Kriesel, to close the public hearing at 7:52 PM in the matter of the proposed local law 2022-10 Overriding the Property Tax Cap in the Town of Manlius for Fiscal Year 2023 as outlined in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

Councilor Denton made a motion, seconded by Councilor Waters, to approve and adopt Local Law 2022-10 Overriding the Property Tax Cap in the Town of Manlius for Fiscal Year 2023 as outlined in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

8. 7:53 PM Set Date – Public Hearing – Fayetteville Fire Contract 2023

Councilor Bollinger made a motion, seconded by Councilor Denton, to set a date for a public hearing in the matter of the 2023 Fayetteville Fire Protection and Emergency Ambulance Service contract for October 12, 2022, at 6:35 PM as outlined in the resolution prepared by the Attorney for the Town.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

9. 7:54 PM Set Date – Public Hearing – Manlius Fire Contract 2023

Councilor Kriesel made a motion, seconded by Councilor Waters, to set a date for a public hearing in the matter of the 2023 Manlius Fire Protection and Emergency Ambulance Service contract for October 12, 2022, at 6:35 PM as outlined in the resolution prepared by the Attorney for the Town.

DRAFT

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

10. 7:55 PM Set Date - Public Hearing – Town Board Work Session

Councilor Kriesel made a motion, seconded by Councilor Denton, to set a date for a Town Board Work Session on October 12th at 5:00 PM to discuss cannabis zoning and regulations and other town business.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

11. 7:56 PM File Tentative Budget with Town Clerk

The Town Supervisor filed the tentative budget with the Town Clerk. The Town Clerk stated that she would distribute the budget to the Town Board and posted the tentative budget to the website.

12. 7:56 PM Highway

Highway Garage Renovation Proposal – Schopfer Architects
Councilor Bollinger made a motion, seconded by Councilor Waters, to authorize the Supervisor to sign and accept the proposal from Schopfer Architects dated August 22nd, 2022, for the renovation of and addition to the Highway Garage in the amount of $19,000 and the associated fee schedule as presented.

Highway Auction Results
Councilor Bollinger made a motion, seconded by Councilor Denton, to accept the September 27th, 2022, Auctions International bid results for 3 vehicles as presented.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

13. 7:58 PM Town Clerk

ZBA Recommendation – Solar Array Placement Bowman Road
Town Clerk Weber stated that the Town Board has received a recommendation from the Zoning Board of Appeals on the placement of the landfill solar array on Bowman Rd. Supervisor Deer stated that he will send the recommendation to Abundant Solar for their review.

Waiver of 30-Day Requirement - Tully's Manlius Inc.
Councilor Denton made a motion, seconded by Councilor Bollinger, to authorize the Town Clerk to waive the 30-day requirement for the liquor license application made by Tully's Manlius Inc. located at 520 Towne Center Drive Fayetteville.

DRAFT

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

14. 8:01 PM Committees

Comprehensive Planning Committee

Councilor Bollinger gave an update on the Comprehensive Planning process and proposed a resolution to authorize the Town to accept gift card donations to be awarded to entrants.

Councilor Bollinger made a motion, seconded by Councilor Waters, regarding Comprehensive Planning & Gift Cards as outlined this resolution.

WHEREAS, the Town of Manlius is requesting its residents to fill out a survey to get their thoughts and comments on the proposed comprehensive plan with sustainability elements;

WHEREAS, as a way to encourage our resident's fill out the survey, the Town desires to provide the opportunity for nominal incentives from local merchants;

WHEREAS, the Town has created Sustainable Manlius as a means to encourage sustainability, including the development of a comprehensive plan;

NOW, THEREFORE, be it resolved that the Town of Manlius will accept gifts to Sustainable Manlius from Town merchants in the amount of not more than $25, which gifts can be used to encourage residents to fill out surveys by Town residents.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

8:06 PM Sustainable Manlius

Councilor Kriesel gave an update on Sustainable Manlius and a Climate Action Update.

15. 8:14 PM Supervisor

Supervisor Deer stated that the Town is ready to move forward with the PlugIn EV Charging station at town hall which requires a building permit.

Councilor Denton made a motion, seconded by Councilor Kriesel, to authorize PlugIn Stations online to apply for a building permit on behalf of the Town of Manlius.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

DRAFT

Supervisor's Monthly Report – August

Councilor Bollinger made a motion, seconded by Councilor Waters, to accept the Supervisors Report for August 2022 as presented.

Ayes: Supervisor Deer, Councilor Bollinger, Councilor Denton, Councilor Waters, Councilor Kriesel, Councilor Italiano, Councilor Nicholson

Nayes: 0 All in Favor. Motion Carries.

16. 8:14 PM Approval of Minutes – September 14, 2022

Councilor Denton made a motion, seconded by Councilor Italiano, to approve the minutes of September 14, 2022, as submitted by Town Clerk Weber.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

Nayes: 0 All in Favor. Motion Carries.

17. 8:15 PM Approval of Abstract # 18

Councilor Bollinger made a motion, seconded by Councilor Kriesel, to approve Abstract # 18 in the amount of $537,279.20 as submitted by Town Clerk Weber.

TOWN OF MANLIUS
Fund Summary
Abstract # 18

CODE	FUND	TOTALS
A	General Fund Townwide	$224,740.74
B	General Fund Town	$5,615.73
DA	Highway Fund Townwide	$10,487.29
DB	Highway Fund Town	$32,660.55
SD1	Consolidated Drainage #1	$330.00
SD3	Consolidated Drainage #3	$120.00
SL1	Overhead Lighting	$1,775.80
SL2	Underground Lighting	$2,426.51
SL3	Entry Lighting	$117.66
SL4	Garden Park Lighting	$700.16
SL5	Ratnaur Bridge Lighting	$2,675.49
SR1	Manlius Trash District	$200,128.87
SR2	Manlius Res Brush District	$25,337.20
W80	Schepp Water District	$218.08
W90	Watervale Water District	$37.56

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Bollinger, Councilor Denton, Councilor Italiano, Councilor Waters, Councilor Kriesel

DRAFT

Nayes: 0 All in Favor. Motion Carries.

18. 8:16 PM Attorney Client Privilege

Attorney Frateschi requested that the Town Board suspend the public portion of the meeting to enter into an Attorney Client Privilege Session.

By motion made by Councilor Kriesel and seconded by Councilor Nicholson, the Board voted unanimously to suspend the public portion of the meeting at 8:16 PM to conference with the Attorney.

Councilor Bollinger left the meeting at 8:18 PM.

The Town Board re-entered regular session at 8:35 PM

Councilor Waters made a motion, seconded by Councilor Kriesel to work with OCEBA to switch the health insurance provider administrator to OCEBA/Aetna Group for retirees so that the cost to the Town retirees will be reduced and the benefits plan for those retirees will be enhanced.

Ayes: Supervisor Deer, Councilor Nicholson, Councilor Denton, Councilor Waters, Councilor Kriesel

Opposed: Councilor Italiano

Motion Carries.

There being no further business to come before the board, upon motion duly made by Councilor Denton and seconded by Councilor Kriesel, the Town Board unanimously voted to adjourn the regular session at 8:38 PM.

Respectfully Submitted by:

Allison A. Weber
Town Clerk

DRAFT

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2022	A00-5.1110.400	Justices - Contractual	160.00	20,000	19,410.00		29,265	27,086.00	
	A00-5.1220.400	Supervisor - Contractual	3,333.00	40,000	6,531.20		89,790	14,541.47	
	A00-5.1220.480	Supervisor - Payroll	1,678.15	31,700	1,466.11		89,790	16,196.32	
	A00-5.1420.481	Attorney - Litigation	799.00	25,000	4,454.50		116,000	45,938.25	
	A00-5.1420.482	Attorney - Employment Matt	340.00	25,000	24,660.00		116,000	46,397.25	
	A00-5.1420.483	Attorney - Town Board	5,500.00	66,000	11,000.00		116,000	41,237.25	
	A00-5.1440.400	Engineer - Contractual	1,350.00	25,000	15,640.00		43,000	26,692.02	
	A00-5.1620.405	Buildings - Information Te	431.32	229,852	58,284.01		314,865	71,616.80	
	A00-5.1620.423	Buildings - Security Servi	66.95	750	109.50-	Y	314,865	71,981.17	
	A00-5.1620.424	Buildings - Internet	119.00	1,470	596.50-	Y	314,865	71,929.12	
	A00-5.1620.430	Buildings - Cleaning	126.25	24,283	9,371.49		314,865	71,921.87	
	A00-5.1640.410	Central Garage - Gasoline	3,328.03	85,000	10,255.74-	Y	88,500	7,780.09-	Y
	A00-5.1670.407	Central Printing - Copier	593.13	6,800	258.44		45,600	6,831.99	
	A00-5.3120.461	Police - Accreditation	2,128.00	39,837	11,692.67		738,141	398,250.50	
	A00-5.3120.465	Police - Forensic	997.50	44,486	31,898.30		738,141	399,381.00	
	A00-5.9055.800	Disability Insurance	480.85	6,000	1,256.37		6,000	1,256.37	
	B00-5.3620.400	P & D - Contractual	5,058.26	100,035	1,147.20-	Y	123,948	6,076.87	
	B00-5.8010.450	Zoning - Attorney	680.00	4,000	5.00		5,350	271.21	
	B00-5.8020.450	Planning - Attorney	782.00	20,000	8,083.00		21,600	8,822.87	
	B00-5.9055.800	P & D - Disability Insuran	20.66	250	48.53		250	48.53	
	DB0-5.9055.800	Disability Insurance	179.09	1,100	200.29		1,100	200.29	
	TA2-2.851	Engineering Deposits	3,401.00						
		** 2022 YEAR TOTALS	31,552.19						

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP OVER BUDG
2022-2023	A00-2.700	Rec Dept Clearing Acct	22,578.08						
	A00-5.1110.401	Justices - Office Supplies	72.00	2,800	1,356.00		29,265	27,246.00	
	A00-5.1220.401	Supervisor - Office Suppli	144.19	3,000	920.52		89,790	17,874.47	
	A00-5.1330.401	Receiver of Taxes -Office	10.99	2,755	1,277.63		7,185	1,773.26	
	A00-5.1355.200	Assessors - Equipment	2,626.83	500	2,126.83-	Y	500	2,126.83-	Y
	A00-5.1355.402	Assessors - Seminars/Confe	1,072.91	4,000	695.22-	Y	38,320	2,683.84	
	A00-5.1410.402	Town Clerk - Seminars/Conf	0.01	2,000	571.67		8,495	2,196.28	
	A00-5.1460.400	Record Managemnt - Contrac	0.01	4,895	12,491.84		4,895	12,491.84	
	A00-5.1620.400	Buildings - Contractual	406.41	5,600	2,740.44-	Y	314,865	72,048.12	
	A00-5.1620.405	Buildings - Information Te	488.21	229,852	58,715.33		314,865	72,048.12	
	A00-5.1620.424	Buildings - Internet	85.17	1,470	477.50-	Y	314,865	72,048.12	
	A00-5.1640.411	Central Garage - Town Veh	499.62	3,000	1,975.65		88,500	4,452.06-	Y
	A00-5.1670.401	Central Printing - Office	142.86	3,000	522.87-	Y	45,600	7,425.12	
	A00-5.3120.400	Police - Contractual	3,659.64	220,739	204,646.14		738,141	400,378.50	
	A00-5.3120.401	Police - Office Supplies	259.44	15,285	6,999.64		738,141	400,378.50	
	A00-5.3120.402	Police - Seminars/Conferen	1,004.46	26,725	9,024.17		738,141	400,378.50	
	A00-5.3120.409	Police - Postage	46.27	1,200	769.08		738,141	400,378.50	
	A00-5.3120.412	Police - Vehicle Repair	11,249.53	90,560	55,578.64		738,141	400,378.50	
	A00-5.3120.421	Police - Phone	741.46	28,500	9,821.34		738,141	400,378.50	
	A00-5.3120.430	Police - Cleaning Supplies	177.30	3,500	1,210.62		738,141	400,378.50	
	A00-5.3120.446	Police - Maintenance Contr	882.12	51,126	34,597.44		738,141	400,378.50	
	A00-5.3120.448	Police - Uniforms & Cleani	1,365.03	49,374	17,579.57		738,141	400,378.50	
	A00-5.3120.461	Police - Accreditation	414.72	39,837	13,820.67		738,141	400,378.50	
	A00-5.3120.462	Police - Community Relatio	116.82	4,250	1,182.37		738,141	400,378.50	
	A00-5.3120.464	Police - Protection Gear	170.59	28,458	895.08		738,141	400,378.50	
	A00-5.3120.465	Police - Forensic	1,464.94	44,486	32,895.80		738,141	400,378.50	
	A00-5.5010.402	Sup of Highways -Confernce	269.97	1,505	333.20		1,855	383.20	
	A00-5.5132.426	Garage - Dumpster	481.89	6,136	1,317.10		82,575	34,069.67	
	A00-5.5132.447	Garage - Supplies/Water So	63.46	500	239.80		82,575	34,069.67	
	A00-5.7310.402	Recreation -Seminars/Confe	1,112.38	5,200	563.61-	Y	81,150	19,477.73	
	A00-5.7310.403	Recreation - Associations/	250.00	750	200.00		81,150	19,477.73	
	A00-5.7310.408	Recreation - Printing & Ad	14.99	4,100	2,129.57		81,150	19,477.73	
	A00-5.7310.410	Recreation - Program Expen	251.39	64,000	15,544.53		81,150	19,477.73	
	B00-5.3620.401	P & D - Office Supplies	21.21	1,500	836.86-	Y	123,948	11,135.13	
	B00-5.3620.404	P & D - Books Publications	121.00	500	379.00		123,948	11,135.13	
	B00-5.8020.408	Planning - Advertising	43.05	800	389.13		21,600	9,604.87	
	DA0-5.5130.411	Machinery - Vehicle Expens	7,152.63	130,818	30,900.51		197,244	41,425.43	
	DA0-5.5130.440	Machinery - Equipment Expe	6,452.12	45,044	1,506.77		197,244	41,425.43	
	DA0-5.5130.447	Machinery - Shop Supply/St	2,277.86	10,200	3,554.78		197,244	41,425.43	
	DA0-5.5130.473	Machinery - Shop Tools	18.41	7,000	4,323.30		197,244	41,425.43	
	DA0-5.5142.440	Snow Removal - Radios/CB's	1,505.70	2,100	382.38		628,891	577,248.43	
	DA0-5.5142.441	Snow Removal - Safety/Trai	1.25	6,500	4,467.42		628,891	577,248.43	
	DA0-5.5142.448	Snow Removal - Uniforms/Cl	976.78	14,000	3,776.27		628,891	577,248.43	
	DB0-5.5110.430	General Repairs - Stop Che	1,388.00	7,000	135.02		1,322,153	77,623.62	
	DB0-5.5110.450	General Repairs - Contract	11,646.76	374,750	93,939.33-	Y	1,322,153	77,623.62	