

**SECTION 004100  
BID FORMS**

(This document is similar to Suggested Bid Form, EJCDC Document 1910-1996 Edition.)

**FOR: JENKINSVILLE WATER DISTRIBUTION SYSTEM  
CONTRACT 1**

**TO: TOWN OF QUEENSBURY  
742 BAY ROAD  
QUEENSBURY, NY 12804**

**FROM:** \_\_\_\_\_  
**(NAME OF BIDDER)** **(DATE BID SUBMITTED)**

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

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

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

- D. Bidder has carefully studied all: (1) 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 5.05 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions.
  - E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
  - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
  - G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
  - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
  - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
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- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any 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 individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
  - 4.02 Non-Collusion Affidavit - 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 004519-1.
  - 4.03 NYS Department of Labor Certificate of Registration - As required by Section 220-i(6) of the New York State General Municipal Law, the Bidder must be registered with the New York State Department of Labor. The bidder must complete and submit with the Bid the information and certification pages in Section 004521 and 004521.1. For multiple bidders or bids with subcontractors, each entity must be represented in Sections 004521 and 004521.1.

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

PROJECT: Jenkinsville Water Distribution System Contract 1

BIDDER: \_\_\_\_\_

Refer to Section 012210 - Unit Price Measurement and Payment for scope of pay items.

Unit Prices have been computed in accordance with paragraph 13.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

Pay Item No.	Pay Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization, Demobilization and General Conditions	1	LS		
2	Temporary Erosion and Sediment Control	1	LS		
3	Maintenance & Protection of Traffic	1	LS		
4	Site Preparation	1	LS		
5	Project Survey and Layout	1	LS		
6	Photographic and Video Documentation	1	LS		
7C	Clearing and Grubbing	35,800	SF		
8C	Pipe Zone Bedding - Crushed Stone	700	CY		
9C	Pipe Zone Backfill - Imported Sand	3,950	CY		
10	Highway Subbase - Type 2 Stone	1,475	CY		
11	Asphalt Concrete Type 3, Dense Binder; 3.5" Thick	800	TON		
12	Asphalt Concrete Type 6F, Top Course; 1.5" Thick	345	TON		
13	Misc Asphalt Concrete Type 7, For Driveways; 3" Thick	80	TON		

14	Misc Gravel, For Driveways	6	CY		
15C	Concrete Wingcurb Replacement	661	LF		
16	Concrete Driveway Replacement	1	EA		
17	12" DIP, CL 52 POJ, CML	4,255	LF		
18	12" DIP, CL 52 - Owner Furnished, Install Only	2,000	LF		
19	14" HDPE DR 11 - Directional Drill	1,460	LF		
20	HDPE to DIP Transition	4	EA		
21	8" DIP, CL 52 POJ, CML	11,815	LF		
22	10" HDPE - Directional Drill	77	LF		
23	8" DIP - Insulated	120	LF		
24	14" Molded HDPE, 90° Bend	1	EA		
25	10" Molded HDPE, 90° Bend	1	EA		
26	12" DIP, 90° Bend	2	EA		
27	12" DIP, 45° Bend	8	EA		
28	8" DIP, 45° Bend	14	EA		
29	12" DIP, 22.5° Bend	2	EA		
30	8" DIP, 22.5° Bend	3	EA		
31	12" RW Gate Valve and Box, MJ	16	EA		
32	8" RW Gate Valve and Box, MJ	22	EA		
33	12" x 8" Tee, DI, MJ	5	EA		
34	8" x 8" Tee, DI, MJ	5	EA		
35	12" x 12" Tee, DI, MJ	1	EA		
36	8" End Cap	7	EA		

37	12" x 8" Reducer, DI, MJ,	1	EA		
38	12" Solid Sleeve	2	EA		
39	8x6 Fire Hydrant Assembly	20	EA		
40	12x6 Fire Hydrant Assembly	14	EA		
41	12x6 Fire Hydrant Assembly (HDPE HYD)	2	EA		
42	3/4" Water Service - Long Side	84	EA		
43	3/4" Water Service - Short Side	89	EA		
44	Water Service - 16 Old Cronin Road	1	LS		
45	Water Service - 177 & 185 Jenkinsville Road	1	LS		
46	2" HDPE Directional Drill - Service Casing	12	EA		
47	Water Main Disinfection and Testing	1	LS		
48	Sampling Station	1	EA		
49	Automatic Flushing Station	1	EA		
50	1" Meter and Meter Pit - Furnish & Install	1	EA		
51	1" Meter Pit - Furnish	3	EA		
52	Topsoil and Fertilizer	250	MSF		
53	Seeding	250	MSF		
54	Restoration	1	LS		
55C	Rock Removal	10	CY		
56C	Test Pits	30	EA		
57	Record Drawings	1	LS		
58	Construction Allowance	-	-	\$75,000.00	\$75,000.00
59	Restrained Pipe STA A92+18 to STA A93+18	1	LS		

60	12" Zinc Coated DIP, CL52 with V-BIO	1,790	LF		
	Total Bid				

6.01 BIDDER agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 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. Required Bidder's Qualification Statement, with supporting data.
- C. Subcontractor Listing.
- D. Substitution Listing.
- E. Material and Equipment Suppliers' Listing.
- F. Non-Collusive Bidding Certification.
- G. Performance Bond Information Form.
- H. Certification by Bidder Regarding Equal Employment Opportunity.
- I. Equivalency Project Mandatory SRF Terms and Conditions (Section 007303)

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

9.01 Communication covering this BID shall be addressed to the BIDDER as indicated on the following signature page.

Submitted on \_\_\_\_\_, 20\_\_.

Employer's Tax id no. \_\_\_\_\_

State contractor license no. \_\_\_\_\_ (If applicable)

If Bidder is:

**AN INDIVIDUAL**

Name (typed or printed):

By: \_\_\_\_\_ (SEAL)

*(Individual's signature)*

Doing business as: \_\_\_\_\_

Business address:

\_\_\_\_\_  
\_\_\_\_\_

Phone no.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A PARTNERSHIP**

Name (typed or printed):

By: \_\_\_\_\_ (SEAL)

*(Signature of general partner -- attach evidence of authority to sign)*

Doing business as: \_\_\_\_\_

Business address:

\_\_\_\_\_  
\_\_\_\_\_

Phone no.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

**A CORPORATION**

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_

*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest: \_\_\_\_\_

*(Signature of Corporate Secretary)*

Business address:

\_\_\_\_\_  
\_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

**A JOINT VENTURE**

joint venturer name: \_\_\_\_\_ (SEAL)

**BY:** \_\_\_\_\_

*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address:  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

joint venturer name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

*(Signature of joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business address:  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

PHONE AND FAX NUMBER, AND ADDRESS FOR RECEIPT OF OFFICIAL COMMUNICATIONS:  
\_\_\_\_\_

(Each joint venturer 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

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## **SECTION 007300**

### **SUPPLEMENTARY CONDITIONS - MODIFICATIONS TO THE GENERAL CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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## **ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

### **SC-1.01 Defined Terms**

SC-1.01 Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

Directed, Required, Approved, Acceptable - Whenever these terms or words of like import are used to refer to the Work or its performance, they shall mean direction by, or approval by, or equivalent action of or by the ENGINEER. Such direction or approval is subject to the limitations described in paragraph 9.09 of the General Conditions.

Engineer - The person, firm, or corporation named as such in the Agreement, or the duly appointed assistants and representatives of the named ENGINEER.

Geotechnical Baseline Report (GBR) — The interpretive report prepared by or for Owner regarding subsurface conditions at the Site, and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR's own terms. The GBR is a Contract Document.

Geotechnical Data Report (GDR) — The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR's content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **SC-2.01 Delivery of Bonds and Evidence of Insurance**

SC-2.01 Add the following sentence to the end of paragraph 2.01B of the General Conditions:

When CONTRACTOR delivers the executed Agreement to OWNER, CONTRACTOR shall furnish all his required insurance certificates by attaching them to page 006216a - 1 near the end of the Contract Forms part of the Project Manual.

SC-2.02 Copies of Documents

SC-2.02 A Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor 1 copy of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF), if requested.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

Owner shall furnish to Contractor 1 copy of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF), if requested. Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

SC-4.01 Delete the last paragraph 4.01A and replace with the following sentence:

In no event will the Contract Time commence to run later than the 100th day after the day of Bid opening or the 30th day after the Effective Date of the Agreement, whichever date is earlier.

SC-4.01 Add a new paragraph immediately after paragraph 4.01 A of the General Conditions as follows:

The sequence or chronology of events from the date of Bid opening to the date when the Contract Time starts to run as described by these Contract Documents is summarized as follows:

**Bid Opening**

Within 60 days OWNER to give CONTRACTOR Notice of Award accompanied by Contract Documents to execute.

Within 15 subsequent days (up to Day 75 after Bid Opening) CONTRACTOR to deliver to OWNER executed Contract Documents.

Within 10 subsequent days (up to Day 85 after Bid Opening) OWNER to deliver fully signed Contract Documents to CONTRACTOR, which date equals the latest effective date of the Agreement.

Within 30 subsequent days (up to Day 115 after Bid Opening) OWNER to give CONTRACTOR Notice to Proceed, which starts the Contract Time.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;  
HAZARDOUS ENVIRONMENTAL CONDITIONS**

SC-5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

1. Direct-push exploration logs, prepared by C.T. Male Associates. Included as part of these Contract Documents within Section 003132 - Geotechnical Data.

SC-5.03 and 5.04 Delete Paragraphs 5.03 and 5.04 of the General Conditions in their entirety and replace with the following provisions:

SC/GBR-5.03 Subsurface and Physical Conditions

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site (other than any Geotechnical Data Report or Geotechnical Baseline Report), and Technical Data contained in such reports. Such reports are as follows:
  - a. None.
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), and Technical Data contained in such drawings. Such drawings are as follows:
  - a. None.
3. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at Town of Queensbury Town Hall, 742 Bay Road, Queensbury, NY 12804 during regular business hours, or may request copies from Engineer, at the cost of reproduction.

B. Reliance by Contractor on Technical Data Authorized:

Contractor may rely upon the accuracy of the Technical Data contained in such reports and drawings, but such reports and drawings are not Contract Documents. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; 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.

SC-5.06 Hazardous Environmental Conditions

SC-5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

## **ARTICLE 6 – BONDS AND INSURANCE**

SC-6.01 Performance Payments and Other Bonds

SC-6.01 Add the following new sentence at the beginning of Section 6.01 to paragraph 6.01a:

A performance bond and a labor and materials payment bond are required by these Contract Documents.  
No other bonds are required.

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.03 Contractor's Liability Insurance

SC-6.03 Change the number "10" in 6.03.I.3 to "30":

SC-6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- 1 Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State: Statutory -----  
Statutory -----

Federal, if applicable (e.g., Longshoreman's):

Employer's Liability:

Bodily injury, each accident	<u>\$100,000.00</u>
Bodily injury by disease, each employee	<u>\$100,000.00</u>
Bodily injury/disease aggregate	<u>\$500,000.00</u>

- 2 Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate \$2,000,000.00

Products - Completed Operations Aggregate \$2,000,000.00

Personal and Advertising Injury \$1,000,000.00

Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00

- 3 Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Combined Single Limit of \$1,000,000.00

- 4 Excess or Umbrella Liability:

Per Occurrence	<u>\$4,000,000.00</u>
General Aggregate	<u>\$4,000,000.00</u>

5. Contractor's Pollution Liability:

Each Occurrence	<u>\$1,000,000.00</u>
General Aggregate	<u>\$1,000,000.00</u>

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insured: In addition to Owner and Engineer, include as additional insured the following:

SC-6.03.K.8 Additional Contractor's Insurance

Add a new paragraph immediately after paragraph 6.03.K.7 of the General Conditions as follows:

c. 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 his certificates a signed and notarized statement to the effect that no blasting will be done by him, or any of his Subcontractors or employees without first obtaining the 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.

d. Contractor's Protective Liability (protection against claims arising out of the operations performed for the Contractor by his/her subcontractors while they are on the Project):

Bodily Injury:

Each Accident	<u>\$1,000,000.00</u> _ _
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Property Damage:

Each Accident	<u>\$1,000,000.00</u> _ _
Annual Aggregate	<u>\$2,000,000.00</u> _ _

SC-6.04.c Owner's Liability Insurance

Add a new paragraph 6.04.c immediately after paragraph 6.04.b of the General Conditions as follows:

CONTRACTOR shall provide additional liability insurance for OWNER and ENGINEER by:

a. Having their insurance carrier issue a separate Protective Liability Policy covering OWNER and ENGINEER in the following amounts:

Bodily Injury:

Each Occurrence	<u>\$1,000,000.00</u> _ _
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Property Damage:

Each Occurrence	<u>\$1,000,000.00</u> _ _
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b. The separate Protective Liability Policy shall specifically name as the insured the following parties:

1. The OWNER, specifically Town of Queensbury
2. The ENGINEER, specifically C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, DPC

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 30 days prior written notice has been given to OWNER and ENGINEER.

d. In addition, the OWNER shall be named as additional insured on all CONTRACTOR's insurance policies required for the Project.

SC-6.05 Property Insurance

SC-605 Add the following to the list of requirements in Paragraph 6.05.A, as a numbered item:

14. be subject to a deductible amount of no more than \$5,000.00 for direct physical loss in any one occurrence.

SC-6.05B Property Insurance

In paragraph 6.05B, Notice of Cancellation or Change, delete "10 days" and replace with "30 days".

SC-6.08A Acceptance of Bonds and Insurance

Add a new paragraph to the beginning of 6.08A to the General Conditions.

All insurance shall be issued by such insurance companies as are authorized to transact business in the State where the Project is located.

## ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02c Work During Inclement Weather

Add a new paragraph 7.02c immediately after paragraph 7.02c 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 his work, such work and materials shall be removed and replaced at the expense of the CONTRACTOR.

SC-7.03D Utilities Furnished By Owner

Add a new paragraph 7.03.D immediately after paragraph 7.03.C of the General Conditions as follows:

- D. The Owner will furnish the following utilities: water for testing of new water mains.

a. Town water will be supplied once connection is made to the existing distribution system. Contractor will be required to provide water for pressure and leakage testing, if conducted prior to system connection.

SC-7.06.D.1 Identity of Subcontractors and Others

Add a new paragraph immediately after paragraph 7.06.D.1 of the General Conditions as follows:

As described in paragraph 12.01 of the Instructions to Bidders, the CONTRACTOR, as apparent successful bidder, and any other bidder so required, shall submit in writing to OWNER, after Bid opening and prior to Notice of Award, the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment). Such identification shall be required for the following specific types of Work, materials, and equipment.

a. Directional Drilling

b. Paving

SC-7.06.D.2 Information on Subcontractors and Others

Add a new paragraph immediately after 7.06.D.2 of the General Conditions as follows:

OWNER or ENGINEER may furnish to any such Subcontractor, Supplier or other individual or entity, to the extent practicable, information about amounts paid to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment.

SC-7.08 PERMITS

SC-7.08.B Permits by Owner

Add a new paragraph immediately after paragraph 7.08.B of the General Conditions as follows:

B. The OWNER shall obtain and pay for the following specific permits and licenses:

1. Owner will be joint permittee for Warren County DPW and NYSDOT Utility Work Permits.
2. NYSDEC Article 24 Wetlands Permit, JPA with ACOE - note these permits are pending.

C. The CONTRACTOR shall conform to all of the requirements of these permits when performing the Work and the conditions of these permits shall be considered a part of this Contract. The CONTRACTOR shall also assume all of the responsibilities and liabilities of the OWNER as permittee for these permits for the duration of the Contract.

D. All other permits required shall be obtained by the CONTRACTOR.

SC-7.09 Taxes

Add a paragraph 7.09B immediately after paragraph 7.09.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 taxes exempted by the following provisions.

1. 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:
  - a. materials permanently incorporated in the Project;
  - b. supplies which are permanently incorporated in the Project; and

- c. materials and furnishings for the Project which are incorporated therein, such as chairs, desks, drapes, and moveable personal property.
2. 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.

## ARTICLE 8 – OTHER WORK AT THE SITE

### SC-8.02 Coordination

Add a new paragraph 8.02.B.1 after 8.02.B of the General Conditions as follows:

1. The CONTRACTOR shall have the authority and be responsible for coordination of the activities among the other prime contractors and subcontractors on the Site to ensure a safe, efficient working environment. This authority covers scheduling delivery of materials, storage of materials, sequencing of construction involving different crafts, resolving interface issues between crafts, scheduling testing, and all other aspects of the Work that do not impact the design or function of the Work.

### SC-8.03 Legal Relationships

Add the following new paragraphs immediately after Paragraph 8.03.D of the General Conditions as follows:

E. 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, or the construction coordinator, CONTRACTOR shall promptly attempt to settle with such separate contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

F. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court 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 said claim is based on or arises 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 or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, ENGINEER's Consultants or the construction coordinator on account of any such damage or Claim.

G. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and OWNER and CONTRACTOR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CONTRACTOR's exclusive remedy with respect to OWNER, ENGINEER, ENGINEER's Consultants, and construction coordinator for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from OWNER, ENGINEER, ENGINEER's Consultant, or construction coordinator for activities that are their respective responsibilities.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **SC-9.13 Owner's Site Representative**

Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

SC-9.13 Owner will not furnish an "Owner's Site Representative."

## **10 – ENGINEER'S STATUS DURING CONSTRUCTION**

### **SC-10.03 Project Representative**

Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with the Engineer regarding RPR's actions.
1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
  3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings.
  4. Liaison:
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:
  - a. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups:
  - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
10. Records:
  - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - c. Maintain records for use in preparing Project documentation.
11. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
12. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
  - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
  - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
  2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  8. Authorize Owner to occupy the Project in whole or in part.

## **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN WORK**

### SC-11.04 Contractor's Fee

Add the following paragraphs after paragraph 11.04.C.2.a

1. No overhead and profit shall be allowed on the premium portion of overtime pay.
2. No overhead and profit shall be applied to payroll taxes. Payroll taxes include FICA, unemployment insurance, disability insurance, workman's compensation, and personal liability and property damage insurance.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### SC-13.01 Cost of the Work

SC-13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

- c. Construction Equipment and Machinery:
  1. Rentals of all construction equipment at actual cost, and machinery and parts thereof, only rented from others not controlled by or affiliated with Contractor in accordance with rental agreements

approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

2. Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the AED Green Book (latest edition). An hourly rate will be computed by dividing the monthly rates by 176. Equipment used for periods of 5 days or more will be billed at a rate equal to 45% of the base hourly rate. Self-owned equipment is defined to include equipment rented from Contractor or affiliated companies. These computed rates will include all operating costs, including gas, oil and grease. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

#### SC-13.01.B Supplemental Labor Costs

Delete Article 13.01.B.5.a of the General Conditions and insert nothing in its place.

#### SC-13.03 Unit Price Work

Delete Paragraph 13.03.E in its entirety and insert the following in its place:

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the extended price of a particular item of Unit Price Work amounts to 15 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 15 percent from the estimated quantity of such item indicated in the Agreement; and
  2. if there is no corresponding adjustment with respect to any other item of Work; and
  3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

### **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

#### SC-15.01 Payment for Materials

Delete the second sentence of paragraph 15.01.B.1 of the General Conditions and insert the following:

No payment will be made for materials and equipment not incorporated into completed work.

#### SC-15.01.B.4 Payment for Complete Work

Add a new paragraph immediately after paragraph 15.01.B.3 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 duly certified and approved payment estimate

prepared 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.

Specifically, monthly payment estimates shall make payment for items of work performed during the preceding calendar month as follows:

- A. For installation of the following categories of items in manhole-to-manhole sections when all items within these categories in the manhole-to-manhole or valve-to-valve section have been completed, tested, and accepted by the ENGINEER - 100% payment less retainage. The extent to which restoration must be completed will vary according to weather and job conditions, as judged by the ENGINEER.
  - 1. Main Line Pipe
  - 2. Upstream Valve
  - 3. Bedding
  - 4. Backfill
  - 5. Restoration Items

For example, when the line between any two manholes or valves is completed, tested, and accepted and the area between them is restored to the satisfaction of the ENGINEER, then, and only then will 100% payment less retainage be made for the above categories of items. Prior to that time no payment for these items in that section will be made. Payment will be made for the appropriate items encompassed between the two manholes or valves and for the upstream manhole or valves.

- B. For work performed on lump sum items as described by the Specifications in percentages as determined by the ENGINEER as a measure of actual progress made, in accordance, when realistic, with the CONTRACTOR's progress schedule required to be submitted by paragraph 2.07 of the General Conditions, and with his breakdown of his bid prices for lump sum items required to be submitted as a schedule of values by paragraph 14.01 of the General Conditions.
- C. For work performed on all other items as described in the Specifications not covered in (A) and (B) above, in the quantities actually performed in an acceptable manner as determined by the ENGINEER- 100% payment less retainage.

#### SC-15.01 Payment for Material

Delete all but the first sentence of paragraph 15.01.B.1 and add a new paragraph immediately after paragraph 15.01.B.4 of the General Conditions to read as follows:

- A. General

Payment may be made for certain materials purchased by the CONTRACTOR and delivered to the job site prior to incorporation of such materials into the completed Work.

- B. Materials Included

For installation of sanitary sewers, storm sewers, or water main the materials for which prior payment will be made upon delivery are as follows:

- 1. Pipe and fittings (sewer pipe, force mains, water mains, steel casings).
- 2. Precast manholes, catch basins, drop inlets.
- 3. Castings (frames, covers, grates).

4. Main Line Valves
5. Equipment (such as pumping stations, treatment plants or equipment to be included in such installations).
6. Steel sheeting and shoring (only that portion which is ordered left in place and paid for as a separate line item).

All materials not listed above shall be paid for as usual as part of payment for the bid items as the materials are incorporated in the work in accordance with paragraph 14.02 of the General Conditions.

C. Procedural Details

1. Payment will be made for only those materials which are delivered to the job site or any other location approved by the ENGINEER. The ENGINEER may require that the majority of materials be located at a single location except for materials that have been moved to other locations on the job site prior to installation. The CONTRACTOR may be required to erect a temporary storage compound at no additional cost to the OWNER to protect the materials stored at the job site against theft, vandalism, and the natural elements. In any case, the CONTRACTOR shall be required to store the materials in accordance with manufacturer's recommendations at no additional cost to the OWNER.
2. The CONTRACTOR must submit delivery invoices to the ENGINEER before any payment for materials is made. Proof of purchase in the form of paid invoices or receipted bills is not required. The ENGINEER shall inspect all materials prior to payment with emphasis on the condition of the material and the quantity involved.
3. Upon receipt of delivery invoices, and after inspecting the materials involved, the ENGINEER shall include in the next regularly scheduled payment estimate payment for such materials on the basis of one-hundred percent (100%) of the invoiced cost to the Contractor (f.o.b. job site). Retainage shall be as previously described in the Agreement. The ENGINEER reserves the right to determine the amount of material in excess of that quantity estimated in the Bid that will be paid for as an allowance for loss and breakage.
4. On each payment estimate, the ENGINEER shall deduct from the cumulative value of the material paid for as delivered the value of the material paid for as installed during that estimate period. The normal installed price includes payment for the material. At the time of Substantial Completion, the deduction for material installed (including excess and breakage) will be made to match exactly, and thus cancel out, the amount paid for materials delivered. Substantial completion payment therefore, shall only be made for the quantity of each material actually installed and accepted as usual with the installed price including payment for the materials.
5. Any material quantity may be altered from that estimated in the Bid due to additions or deletions by the ENGINEER during the course of the work. The ENGINEER retains the right to delete portions of the work even if such deletions involve materials which have already been delivered and paid for on the basis of such delivery. In such cases, the value of the materials deleted shall be suitably deducted from the value of the materials already delivered and paid for.
6. Any payment for material made in accordance with these provisions shall not relieve the CONTRACTOR of any responsibilities or conditions set forth elsewhere in the Contract Documents.

SC-15.02 Contractor's Warranty of Title

Add the following sentence at the end of paragraph 15.02 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-15.03 Substantial Completion

SC-15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

#### SC-15.06.A.2 Final Application for Payment

Add a sentence to the end of Paragraph 15.06.A.2 of the General Conditions to read as follows, and as so amended the paragraph remains in effect:

The final Application for Payment shall also be accompanied by such other data and schedules as ENGINEER may reasonably require.

#### SC-15.06.B.2 Additional Reasons to Withhold Payments

Add a new paragraph immediately after paragraph 15.06.B.1 of the General Conditions to read as follows:

Reasons ENGINEER may refuse to recommend the whole or any part of any payment, or nullify any such payment previously recommended, 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 his/her 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 a 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-15.08 Correction Period

Amend the first part of the first sentence of paragraph 15.08.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 first sentence of paragraph 15.08.B of the General Conditions to read as follows, and as so amended the paragraph remains in effect:

If CONTRACTOR does not comply after seven (7) days with the terms of such instructions, ...

END OF SECTION

## 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 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Contractor's use of site and premises.
  - 4. Work restrictions.
  - 5. Specification and drawing conventions.
  - 6. Owner-furnished/Contractor-installed (OFICI) products.

#### 1.3 DEFINITIONS

- A. Work Package: A group of specifications, drawings, and schedules prepared by the design team to describe a portion of the Project Work for pricing, permitting, and construction.

#### 1.4 PROJECT INFORMATION

- A. Project Identification: Town of QueensburyJenkinsville Water Distribution SystemContract 1
  - 1. Project Location: Town of Queensbury, New York12804
- B. Owner: Town of Queensbury, 742 Bay Road, Queensbury, NY 12804, Queensbury, NY 12804
  - 1. Owner's Representative: John Strough, Town Supervisor, 742 Bay Road, Queensbury, NY 12804, Queensbury, NY 12804, Phone 518-761-8229
- C. Engineer: C.T. Male Associates50 Century Hill Drive, Latham, New York 12110
  - 1. Engineer's Representative: Jim Edwards, P.E., C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C., 50 Century Hill Drive, Latham, NY 12110.

#### 1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and includes, but is not limited to, the following:
  - 1. The installation of approximately 22,000 LF of new 12- and 8-inch ductile iron pipe (DIP) via open-cut trench excavation. Select segments will be constructed using directional drilling with HDPE pipe where trenchless excavation is required. The watermain is to be tied into the existing Queensbury Water System.
  - 2. The installation of hydrants, valves, fittings, and appurtenances.
  - 3. The insallation of water service lines to all properties along project alignment.

4. The disinfection and testing of the new watermain.
5. Restoration of disturbed areas associated with project construction.

- B. Type of Contract:
1. Project will be constructed under a Single Prime Contract.

#### 1.6 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Unrestricted Use of Site: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Limits on Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits on Use of Site: Confine construction operations to limits shown on contract drawings.
  2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscapes affected by construction operations throughout construction period. Repair damage caused by construction operations.

#### 1.7 WORK RESTRICTIONS

- A. Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to between 7 AM to 5 PM, Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
1. Weekend Hours: Are permitted with prior approval by the Owner.
  2. Early Morning Hours: Are permitted with prior approval by the Owner.
  3. Hours for Utility Shutdowns: 7 AM to 5 PM
  4. Hours for demolition or other noisy activities are restricted to Monday through Friday between 7 AM to 5 PM .
- 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 arranging for temporary utility services according to requirements indicated.
1. Notify Engineer and Owner not less than two (2) working days in advance of proposed utility interruptions.
  2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to neighbors with Owner.
1. Notify Engineer and Owner not less than two (2) days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.

- E. Smoking and Controlled Substance Restrictions: Use of tobacco products and other controlled substances on Project site is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
  - 1. Maintain list of approved screened personnel with Owner's representative.

## 1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. 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. Imperative mood and streamlined language are generally used in the Specifications. 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.
  - 2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
  - 3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
  - 4. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

## 1.9 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

- A. Owner's Responsibilities: Owner will furnish products indicated and perform the following, as applicable:
  - 1. Provide to Contractor Owner-reviewed Product Data, Shop Drawings, and Samples.
  - 2. Provide for pickup of Owner-furnished products by Contractor.
    - a. Owner-furnished products will be stored and available for pickup at the Town of Queensbury Water Treatment Plant, located on Corinth Road in the Town of Queensbury.
  - 3. Upon pickup, inspect, with Contractor present, delivered items.
    - a. If Owner-furnished products are damaged, defective, or missing, arrange for replacement.
  - 4. Obtain manufacturer's inspections, service, and warranties.
- B. Contractor's Responsibilities: The Work includes the following, as applicable:

1. Designate pickup dates of Owner-furnished products in Contractor's construction schedule, utilizing Owner-furnished earliest available pickup dates.
  2. Review Owner-reviewed Product Data, Shop Drawings, and Samples, noting discrepancies and other issues in providing for Owner-furnished products in the Work.
  3. Pickup, deliver, unload, handle, store, protect, and install Owner-furnished products.
  4. Protect Owner-furnished products from damage during storage, handling, and installation and prior to Substantial Completion.
  5. Repair or replace Owner-furnished products damaged following receipt.
- C. Owner-Furnished/Contractor-Installed (OFCI) Products
1. 2,000 LF DIP, CL 52
    - a. Gaskets and polyethylene encasement will be provided by the Contractor, and shall be included in the unit price for installation of this OFCI product.
    - b. Delivery to the Project site will not be provided by the Owner. Contractor will be required to pick up the OFCI product at the Town of Queensbury Water Treatment Plant, located on Corinth Road in the Town of Queensbury.
      - 1) Contractor shall coordinate with Owner pickup date(s).

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 012210 - UNIT PRICE MEASUREMENT AND PAYMENT

### PART 1 GENERAL

#### 1.1 REQUIREMENTS INCLUDED

- A. This Section contains a list of Unit Price Contract Payment Items. Payment Items are listed in this section by Payment Item number exactly as they appear on the Bid Form. Payment Items are grouped under the Section in which they are specified or most appropriately associated.
- B. Subject to the provisions in GENERAL CONDITIONS, Article 11 - Changes in the Work and Article 11 - Change of Contract Price, all Work and payment for the Work of this Contract are represented by Payment Items and associated unit prices.
  - 1. Payment items include all incidental costs and subsidiary obligations reasonably required to complete the work.
  - 2. Payment items include all Work Units combined as specified in this Section.
- C. Definitions:
  - 1. PAYMENT ITEM: a specifically described unit of Work or a combination of described units of Work for which a price is provided in the Contract.
  - 2. WORK UNIT: an element of work specifically described in one of the Specification Sections which may be:
    - a. Combined with other Work Units into a single Payment Item as specified in this Section; or
    - b. Specified as a Payment Item in this Section. The Work Unit may appear in the Contract as a discrete Payment Item, and appear in the Contract as a discrete Payment Item, and also be combined with other Work Units as a part of another Payment Item.
  - 3. SUBSIDIARY OBLIGATIONS: All material, labor, supplies, equipment, and services not specifically described as Payment Items but which are reasonably required to complete the Work.

#### 1.2 PAYMENT

- A. Subject to all other Contract requirements, the CONTRACTOR shall be paid for "as-built" quantities of Payment Items.
- B. Estimated Quantities on the Bid Form are for comparison in competitive bidding only and do not constitute the basis for payment or measurement of quantities.
- C. Unless otherwise specified or further qualified in this Section, Estimated Quantities on the Bid Form are:
  - 1. Accurate within  $\pm 15\%$ .
    - a. As-built quantities of Payment Items failing to meet such accuracy are defined as significantly changed, and subject to the provisions in GENERAL CONDITIONS, ARTICLE 13, paragraph 13.03.
- D. When the Work is divided into groups of Payment Items and the same Item description, regardless of item number, appears in more than one group, the accuracy of quantities specified in paragraph 1.2.C.1 applies to the total quantity of that Item in the Project, which is equal to the sum of that Item quantity from all groups.
- E. Payment Items listed in this Section by Item Number with the suffix "C" are contingency Payment Items, and are not subject to the accuracy of quantities specified in paragraph 1.2.C of this Section.

1.3 MEASUREMENT FOR PAYMENT

- A. Payment limit lines:
1. Where payment limit lines are shown on the Contract Drawings, measurement of a Payment Item quantity will be made up to, but not beyond such lines.
  2. Where the actual work of a Payment Item falls short of the payment limit line, measurement will be made to the line of the actual work.
  3. No measurement for payment will be made for quantities outside of payment limit lines unless authorized in writing by the Engineer/Architect.
- B. Methods of Measurement:
1. Measurements of lengths, widths, slope angles, and depths or elevations shall be made to determine "as built" quantities of lengths, areas, and volumes pertinent to Payment Items.
    - a. Unless otherwise specified, all lengths shall be horizontal distances.
    - b. Slope angles and elevations shall be measured using land surveying equipment appropriate to the situation.
  2. Graphic representations of measured quantities shall be drafted to scale using the Contract Drawings where convenient and appropriate. Additional drawings shall be drafted if required.
    - a. Irregular shapes representing areas and volumes shall be measured using a compensating polar planimeter or a computer digitizer.
    - b. Regular shapes shall be scaled.
  3. Use of Contract Drawings:
    - a. Unless otherwise agreed upon between the Contractor and Engineer/Architect the Contract Drawings shall be used as the basis to establish existing grades and other existing topographic features prior to the start of work.
- C. Payment Limits where Payment Lines are not shown on the Contract Drawings:
1. Earthwork excavation and embankment grades:
    - a. Original: Grade prior to stripping topsoil, clearing, and grubbing.
    - b. Finished: Upper grade of the excavation or embankment Payment Item.
  2. Trench excavation:
    - a. Original top in existing paved areas: Grade after pavement removal.
    - b. Original top in existing earth areas: Grade prior to stripping topsoil, clearing, and grubbing.
    - c. Original top in proposed grade-change areas: Grade after making earthwork cuts or fills.
    - d. Bottom: Grade of pipe zone bedding bottom.
    - e. Bottom Width: As shown on "Standard Trench Details" sheet of Contract Drawings.
    - f. Sides: Vertical.
  3. Pavement Removal for Trenches:
    - a. Width: As shown on "Standard Trench Details" sheet of Contract Drawings.
    - b. Width: Structure size plus four feet each side of structure.
  4. Hydroseeding:
    - a. Payment limit is limited to the following:
      - 1) 10 feet wide along centerline of pipe for proposed water mains.
      - 2) 10 feet wide along centerline of pipe for water service connections and hydrant installations.
- D. Other Measurements for Payment:
1. Pipe Lengths: Measurement of pipe shall be made along the top of pipe in place, taken as the laying length for the following:
    - a. Water pipe, including fittings and valves.
    - b. Sewer pipe, including branches, fittings, and excluding flared end sections, and the inside dimension of manholes, catch basins, and vaults.
  2. Except as otherwise specified, measurement of Payment Item quantities of weights, lengths, areas, and volumes shall be made:
    - a. On "as-built" and in-place completed work, during construction or at the time of Substantial Completion.

- b. If no other feasible and practical method of measurement is available, by delivery slips delivered to the Engineer/Architect.
  3. Adjustments shall be made to eliminate overlaps in area and volume calculations.
  4. Deductions shall be made for volumes occupied by pipes, manholes, and other structures built under this Contract.

#### 1.4 UNIT PRICE CONTRACT PAYMENT ITEMS

##### A. Division 01 - General Requirements

1. Section 012100 - Allowances:
  - a. Item 58 - Construction Allowance, per Lump Sum (LS)
  - b. Item 58 shall include construction allowance items as requested by the Owner, reviewed and approved by the Engineer.
2. Section 013000 - Administrative Requirements:
  - a. Item 1 - Mobilization, Demobilization and General Conditions, per Lump Sum (LS)
  - b. Item 1 includes the costs of mobilizing equipment and labor to the project site, bonding and insurances, project management and coordination, temporary facilities and demobilization of labor and equipment from the project site.
  - c. Item 4 - Site Preparation, per Lump Sum (LS)
  - d. Item 4 includes the costs of preparing the site for construction, including, but not limited to, location of underground utilities, removal of construction conflicts, obtaining necessary construction permits and construction of all temporary controls required.
  - e. Item 5 - Project Survey and Layout, per Lump Sum (LS)
  - f. Item 5 shall include the labor, materials, and equipment required to provide field engineering services; establish grades, lines, and levels, by use of recognized engineering surveying practices for all work required for a complete project.
3. Section 013233 - Photographic Documentation:
  - a. Item 6 - Photographic and Video Documentation, per Lump Sum (LS)
  - b. Item 6 shall include the cost of providing all photographic and video files as required by the Contract Documents, including preconstruction photos, postconstruction photos and preconstruction video(s).
4. Section 015526 - Traffic Control:
  - a. Item 3 - Maintenance and Protection of Traffic, per lump sum (LS)
  - b. Item 3 shall include the cost of all signs, barricades, lights, flaggers, detours, traffic signals and labor required to successfully complete the work and provide safe travel for all vehicular and pedestrian traffic around the construction sites.
  - c. Item 3 shall include the cost to obtain the NYSDOT permit to perform work in the rights-of-way.
5. Section 017700 - Closeout Procedures:
  - a. Item 54 - Restoration, per Lump Sum (LS)
  - b. Item shall include the cost of restoring the sites to their original condition or better. The work shall include, but not be limited to, replacement, modifications and/or repairs of culverts, drainage structures, drainage ditches and swales not paid for under other items; reinstallation of mailboxes, signs, highway markers, gutters; replacement of disturbed rip rap; replacement of fencing, sprinkler systems, miscellaneous electric lines, etc.
  - c. Item 57 - Record Drawings, per Lump Sum (LS)
  - d. Item 57 shall include the cost associated with production and submission of record drawings for the Project.

##### B. Division 03 - Concrete

1. Section 033000 - Cast-in-Place Concrete:
  - a. Item 15C - Concrete Wingcurb Replacement, per Linear Foot (LF)
  - b. Item 15C shall include all labor, materials and equipment to replace concrete wingcurb along Sunnyside East as disturbed due to trenching operations. The work shall include, but

is not limited to excavation, disposal, gravel, form and concrete work as required to replace damaged wingcurb.

- c. Item 1 - Concrete Driveway Replacement, per Each (EA)
- d. Item 16 shall include all labor, materials, and equipment to replace concrete driveway finished surfaces as disturbed due to trenching operations. The work shall include, but is not limited to, excavation, disposal, gravel, form and concrete work as required to replace damaged property equal to or better than existing condition.

C. Division 31 - Earthwork

- 1. Section 311100 - Clearing and Grubbing
  - a. Item 7C - Clearing and Grubbing, per Square Foot (SF)
  - b. Item 7C shall include clearing and grubbing of trees and brush within the work zone as required.
- 2. Section 312316.26 - Rock Removal:
  - a. Item 55C - Rock Removal, per cubic yard (CY)
  - b. Item 55C shall include the costs of all materials, equipment and labor for the removal of rock encountered during trenching operations.
- 3. Section 312333 - Trenching and Backfilling:
  - a. Item 8C - Pipe Zone Bedding - Crushed Stone, per Cubic Yard (CY)
  - b. Item 9C - Pipe Zone Backfill - Imported Sand, per Cubic Yard (CY)
  - c. Item 8C includes the costs for all materials, equipment and labor for the installation and compaction of pipe zone bedding, extra bedding, and filter fabric to provide a stable base for the water main installations. Item 8C shall only be installed as authorized by the Engineer. Suitable native material reused as trench bedding will not be paid for under this item.
  - d. Item 9C shall include the costs of all materials, equipment, and labor for the installation and compaction of pipe zone backfill to provide protection and support for the water main installations. Item 8 shall only be installed as authorized by the Engineer. Suitable native material reused as trench backfill will not be paid for under this item.
  - e. Item 56C - Test Pits, per Each (EA)
  - f. Item 56C shall be used to identify the location of existing underground utilities and shall include all labor, material and equipment to excavated and backfill a test pit (min. 3' wide x 5' long x 8' deep) as directed by the Engineer. Vacuum excavation is also acceptable. Item 56C shall also include the costs of compacted suitable backfill and disposal of unsuitable excavation material at test pits if not provided for elsewhere under specific pay limits. Test pits shall be dug in areas of grass or areas that are already anticipated to be disturbed and require hardscape restoration.
  - g. Item 56C shall only be paid under this item when directed by the Engineer when it is deemed necessary to perform a test pit. Exploratory holes or other smaller holes dug out of convenience to the Contractor are not considered test pits.
- 4. Section 312501 - Environmental Protection and Erosion & Sediment Controls
  - a. Item 2 - Temporary Erosion & Sediment Control, per Lump Sum (LS)
  - b. Item 2 shall include all labor, materials and equipment to provide erosion and sedimentation control practices required to complete the Work including, but not limited to temporary silt fencing, hay bale dikes, protections to catch basins, wetlands, and sensitive areas, temporary seeding and mulching, etc.; as well as additional quantities of erosion control devices (eg: silt fence, hay bales, etc.) not shown on the Contract Drawings but as may be deemed necessary by the Engineer.

D. Division 32 - Exterior Improvements

- 1. Section 321116.16 - Aggregate Subbase Course:
  - a. Item 10 - Highway Subbase - Type 2 Stone, 12" Thick, per Cubic Yard (CY)
  - b. Item 10 shall include all costs of material, equipment, and labor to place, compact, fine grade and compaction testing the subbase material for roadway pavements and driveway pavements.
- 2. Section 321216 - Asphalt Paving:

- a. Item 11 - Asphalt Concrete Dense Binder, Type 3; 3 1/2" thick, per Ton (TON)
  - b. Item 12 - Asphalt Concrete Top Course, Type 6; 1 1/2" thick, per Ton (TON)
  - c. Items 11 and 12 shall include all labor, materials and equipment to replace roadway pavement to the extents shown on the Contract Drawings. The work shall include, but is not limited to, pavement replacement after trenching operations, additional saw cutting for clean finished surface, filling around all existing and new structures such as inlets, manhole covers, valve boxes, etc..
  - d. Item 13 - Misc Asphalt Concrete Type 7, For Driveways; 3" thick, per Ton (TON)
  - e. Item 14 - Misc Gravel, For Driveways, per Cubic Yard (CY)
  - f. Items 13 and 14 shall include all labor, materials and equipment to replace driveway finished surfaces (asphalt pavement or gravel) to the extents shown on the Contract Drawings. The work shall include, but is not limited to pavement replacement after trenching operations, additional saw cutting for clean finished surface, filling around all existing and new structures such as inlets, manhole covers, valve boxes, etc..
3. Section 329113 - Soil Preparation:
- a. Item 52 - Topsoil and Fert, per Thousand Square Feet (MSF)
  - b. Item 52 is intended for areas which will be seeded with lawn mixture. These items include reuse of approved topsoil and/or importing topsoil complying with the specified requirements, fertilizers, ammendments to the topsoil as required, and its preparation and placement.
  - c. Item 53 - Seeding, per Thousand Square Feet (MSF)
  - d. Item 53 shall include furnishing and applying an approved seed mixture, mulch, watering and protecting until a satisfactory stand of grass has been established.
  - e. Item 53 shall include furnishing and applying lawn seed mixture and/or wetland seed mixture as required by the Engineer
- E. Division 33 - Utilities
1. Section 330523.13 - Directionally Drilling HDPE Pipe:
    - a. Item 19 - 14" HDPE DR11 - Directional Drill, per Linear Foot (LF)
    - b. Item 22 - 10" HDPE DR11 - Directional Drill, per Linear Foot (LF)
    - c. Items 19 and 22 includes all labor, equipment and materials to provide and install HDPE waterline as shown on the Contract Drawings via directional drill, including, sheeting, shoring, dewatering, excavation, backfill, compaction and disposal of all spoils off site. The work also includes worker protection, all testing, tracer wire, setting up and removal of pits.
    - d. Items 19 and 22 shall also include all pipe fusion operations.
    - e. Item 19 shall also include full compliance with the conditions of the NYSDOT permit applicable to this work.
    - f. Item 46 - 2" HDPE DR11 Directional Drill - Service Casing, per Each (EA)
    - g. Item 46 includes all labor, equipment and materials to provide and install 2" HDPE service casings at all long sided service laterals crossing beneath Ridge Road and Sunnyside East, via directional drill, including sheeting, shoring, dewatering, excavation, backfill, compaction and disposal of all spoils off site. The work also includes worker protection, all testing, tracer wire, setting up and removal of pits.
  2. Section 331113.01 - Ductile Iron Pipe:
    - a. Item 17 - 12" DIP, CL52 POJ, CML, per Linear Foot (LF)
    - b. Item 21 - 8" DIP, CL52 POJ, CML, per Linear Foot (LF)
    - c. Items 17 and 21 includes all labor, equipment, and materials to provide and install ductile iron waterline as shown on the Contract Drawings.
    - d. Items 17 and 21 shall all include excavation, backfill and bedding with native material as allowed, compaction, compaction testing, dewatering for pipeline installation, shoring/worker protection, pressure and leakage testing, restraint of piping, and removal of existing water main if/as identified on the drawings. Saw cutting of existing roadway and driveway pavement, regardless of depth, at all locations required. Bedding, imported pipe zone and special trench backfill shall only be installed as authorized by the Engineer. Disposal of unsuitable excavated material is also included under items above.

- e. Item 18 - 12" DIP, CL52 - Owner Furnished, Install Only, per Linear Foot (LF)
- f. Item 18 includes all labor, equipment and materials to provide and install ductile iron waterline as shown on the Contract Drawings. This Item does not include the cost of furnishing ductile iron piping, which will be furnished by the Owner. All other materials required for installation, including gaskets, are included in this Item.
- g. Item 18 shall include excavation, backfill and bedding with native material as allowed, compaction, compaction testing, dewatering for pipeline installation, shoring/worker protection, pressure and leakage testing, restraint of piping, and removal of existing water main if/as identified on the drawings. Saw cutting of existing roadway and driveway pavement, regardless of depth, at all locations required. Bedding, imported pipe zone and special trench backfill shall only be installed as authorized by the Engineer. Disposal of unsuitable excavated material is also included under item above.
- h. Item 18 also includes pickup, delivery, unloading, handling, project site storage, and protection of the Owner-furnished DIP. Pipe will be stored at the Town's Water Treatment Plant off Corinth Road for pickup by Contractor.
- i. Item 23 - 8" DIP - Insulated, per Linear Foot (LF)
- j. Item 23 includes all labor, equipment, and materials to provide and install ductile iron waterline with insulation, as shown on the Contract Drawings.
- k. Item 23 shall include excavation, backfill and bedding with native material as allowed, compaction, compaction testing, dewatering for pipeline installation, shoring/worker protection, pressure and leakage testing, restraint of piping and removal of existing water main if/as identified on the drawings. Saw cutting of existing roadway and driveway pavement, regardless of depth, at all locations required. Bedding, imported pipe zone and special trench backfill shall only be installed as authorized by the Engineer. Disposal of unsuitable excavated material is also included under items above.
- l. Items 17, 18, 21 and 23 shall include all labor, materials, and equipment required to install polyethylene encasement for all DIP on this Project as shown on the Contract Drawings.
- m. Item 26 - 12" DIP, 90° Bend, per Each (EA)
- n. Item 27 - 12" DIP, 45° Bend, per Each (EA)
- o. Item 28 - 8" DIP, 45° Bend, per Each (EA)
- p. Item 29 - 12" DIP, 22.5° Bend, per Each (EA)
- q. Item 30 - 8" DIP, 22.5° Bend, per Each (EA)
- r. Item 33 - 12" x 8" Tee, DI, MJ, per Each (EA)
- s. Item 34 - 8" x 8" Tee, DI, MJ, per Each (EA)
- t. Item 35 - 12" x 12" Tee, DI, MJ, per Each (EA)
- u. Item 37 - 12" x 8" Reducer, DI, MJ, per Each (EA)
- v. Item 38 - 12" Solid Sleeve, per Each (EA)
- w. Items above shall all include excavation, backfill and bedding with native material as allowed, compaction, compaction testing, dewatering for fitting installation, shoring/worker protection, an pressure testing as identified on the drawings. Bedding, imported pipe zone and special trench backfill shall only be installed as authorized by the Engineer. Disposal of unsuitable excavated material is also included under items above.
- x. Items above shall include all labor, material and equipment to install all thrust restraint by way of thrust blocking, mechanical joints or field lok gaskets.
- y. Item 20 - HDPE to DIP Transition, per Each (EA)
- z. Item 20 shall include the labor, materials, and equipment to make the transition between DIP and HDPE pipe materials, including reducers, adaptors, concrete collar, pipe restraint, and all other items as required.
- aa. Item 20 shall include restrained pipe by field lok gaskets or megalugs, MJ field lok or other approved system capable of restraining mechanical joints to 350 psi.
- bb. Payment for installed water main shall be measured as installed (in place).
- cc. Item 60 - 12" Zinc Coated DIP, CL52 with V-BIO, per Linear Foot (LF).
- dd. Item 60 includes all labor, equipment, and materials to provide and install zinc coated ductile iron waterline as shown on the Contract Drawings. Item 60 shall all include excavation, backfill and bedding with native material as allowed, compaction, compaction testing, dewatering for pipeline installation, shoring/worker protection, pressure and

- leakage testing, restraint of piping, and removal of existing water main if/as identified on the drawings. Saw cutting of existing roadway and driveway pavement, regardless of depth, at all locations required. Bedding, imported pipe zone and special trench backfill shall only be installed as authorized by the Engineer. Disposal of unsuitable excavated material is also included under items above.
- ee. Item 60 shall include all labor, materials, and equipment required to install enhanced polyethylene encasement (V-BIO, or approved equal) for all zinc coated DIP on this Project, as shown on the Contract Drawings.
  - ff. Item 60 shall include installation of Field Lok gaskets (or approved equal) on all zinc coated piping installed, as shown on the Contract Drawings.
3. Section 331213 – Water Service Connection:
- a. Item 42 – Water Service – 3/4” - Long Side, per Each (EA)
  - b. Item 43 – Water Service - 3/4” - Short Side, per Each (EA)
  - c. Item 44 – Water Service – 16 Old Cronin Road, per Lump Sum (LS)
  - d. Item 45 - Water Service - 177 & 185 Jenkinsville Road, per Lump Sum (LS)
  - e. Items 42, 43, 44, and 45 shall include all labor, materials, and equipment required to install new water service, appurtenances, and all other items shown on the Contract Drawings for a complete installation.
  - f. Items 42, 43, 44, and 45 shall also include the costs of excavation, bedding installation, compacted suitable backfill, compaction testing, pavement restoration, site restoration, dewatering, pressure testing, curb boxes, curb box sleeves, curb stops, corporations, and appurtenances. Suitable native material reused as trench backfill will be paid for under this item. This item shall include for disposal of unsuitable excavated material.
  - g. Items 42, 44 and 45 also includes labor and equipment for installation of service laterals by trenchless methods beneath existing pavement. Long side services crossing Ridge Road or Sunnyside East shall use the 2" directionally drilled service casing, installation of which is covered under Item 46.
  - h. Item 44 includes all labor, materials and equipment required to install a new water service, appurtenances, and other items shown on the Contract Drawings for a complete installation to 16 Old Cronin Road. This service lateral will be approximately 380 Linear Feet (LF) of 1" copper service line.
  - i. Item 45 includes all labor, materials and equipment required to install new water services, appurtenances, reducing tee, and other items shown on the Contract Drawings for a complete installation to 177 and 185 Jenkinsville Road. This service lateral will be approximately 165 Linear Feet (LF) of 2" copper service line, and approximately 215 Linear Feet (LF) of 1" copper service line.
  - j. Payment for Items 42, 43, 44 and 45 shall be measured as installed (in place).
4. Section 331216 - Water Utility Distribution Valves:
- a. Item 31 - 12" RW Gate Valve and Box, MJ, per Each (EA)
  - b. Item 32 - 8" RW Gate Valve and Box, MJ, per Each (EA)
  - c. Items 31 and 32 shall include excavation, backfill with suitable native, restraint where specified to 350 psi, all necessary joint hardware and the valve box. Installation shall be as shown on the Contract Drawings, in accordance with standard details and shall consist of a complete installation.
  - d. Items 31 and 32 shall also include bedding installation, suitable backfill compaction, compaction testing and dewatering.
  - e. Items 31 and 32 – The unit price for these items shall be in full payment for furnishing all labor, equipment, materials and incidentals necessary for the complete installation and shall include excavation, backfill and compaction with native as allowed, testing, temporary shoring/worker protection, thrust block, valve box & cover, etc., all as required for the completion of this item pursuant to Contract Requirements.
5. Section 331219 - Water Utility Distribution Fire Hydrants:
- a. Item 39 – 8x6 Fire Hydrant Assembly, per Each (EA)
  - b. Item 40 – 12x6 Fire Hydrant Assembly, per Each (EA)
  - c. Item 41 – 12x6 Fire Hydrant Assembly (HDPE HYD), per Each (EA)

- d. Items 39, 40, and 41 - The hydrant assembly shall be comprised of the hydrant, anchor tee, hydrant valve and all 6" DIP from the tee to the hydrant. This item shall include all costs of labor, equipment and materials required to install the complete hydrant assembly, including excavation, crushed stone bedding, dewatering, thrust and bearing blocks, grade adjustments, shoring, any joint restraints, filter fabric, backfill & compaction, restoration, testing, disinfection, appurtenances, and all other items shown on the Contract Drawings. These items shall also include polyethylene encasement and all costs associated with the installation.
  - e. Items 39, 40, and 41 also includes backfill & compaction with native material as allowed, bedding, retainer glands, dewatering, testing, disinfection, thrust blocking and all other items shown on the Contract Drawings for a complete installation.
  - f. Item 41 also includes labor and materials to install the hydrant assembly on an HDPE water main, including but not limited to excavation, crushed stone bedding, filter fabric, backfill & compaction, restoration, HDPE MJ Adapters, mechanical joint restraints, 12" DIP, appurtenances, and all other items shown on the Contract Drawings.
6. Section 331240 - Miscellaneous Piping Accessories:
- a. Item 36 - 8" End Cap, per Each (EA)
  - b. Item 36 shall include all labor, materials and equipment to install end caps as shown on the Contract Drawings.
  - c. Item 36 shall include all labor, material and equipment to install all thrust restraint by way of thrust blocking, mechanical joints or field lok gaskets.
  - d. Item 48 - Sampling Station, per Each (EA).
  - e. Item 48 shall include all labor, materials and equipment to install sampling station as shown on the Contract Drawings, including but not limited to excavation, crushed stone bedding, backfill, dewatering, tapping watermain, 3/4" copper service line, water shutoff valve and valve box, sampling station, restoration and required appurtenances. Installation shall be as shown on the Contract Drawings, in accordance with standard details and shall consist of a complete installation.
  - f. Item 49 - Flushing Station, per Each (EA).
  - g. Item 49 shall include all labor, materials and equipment to install flushing station as shown on the Contract Drawings, including but not limited to excavation, crushed stone bedding, backfill, dewatering, tapping watermain, 1" copper service line, required adaptors, flushing station, restoration and required appurtenances. Installation shall be as shown on the Contract Drawings, in accordance with standard details and shall consist of a complete installation. The payment for labor, materials and equipment of the associated meter and meter pit are cover under Item 50.
  - h. Item 49 also includes all items associated with startup of the flushing station.
  - i. Item 50 - 1" Meter and Meter Pit - Furnish and Install, per Each (EA).
  - j. Item 50 shall include all labor, materials and equipment to install 1" Meter and Meter Pit as shown on the Contract Drawings, including but not limited to excavation, crushed stone bedding, backfill, dewatering, restoration, meter, meter pit, and required appurtenances. Installation shall be as shown on the Contract Drawings, in accordance with standard details and shall consist of a complete installation.
  - k. Item 51 - 1" Meter Pit - Furnish, per Each (EA).
  - l. Item 51 shall include the purchase and delivery of 1" meter pit, locking cover, insulation, tubing, and all other associated appurtenance to the Queensbury Water Department. Delivery shall be made to location as specified by the Queensbury Water Department. This item does not include payment for a meter or installation of the pit.
  - m. Item 59 - Restrained Pipe STA A92+18 to STA A93+18, per Lump Sum (LS).
  - n. Item 59 shall include all labor, materials and equipment to install Field Lok gaskets on the 12-inch DIP from STA A92+18 to STA 93+18. This Item does not include the labor, materials and equipment to install the 12-inch DIP, which is covered under Item 17.
7. Section 331300 - Disinfection of Water Utility Distribution:
- a. Item 47 – Disinfection of Water Utility Distribution, per Lump Sum (LS).
  - b. Measurement and payment for this item will be made at a lump sum price for disinfection and sterilization of the new permanent water distribution system. The scope of this work

shall include dechlorination of the disinfection water and requires the use of specialized equipment and dechlorination chemicals. The payment item shall fully compensate the Contractor for furnishing all labor, material, equipment and incidentals to disinfect and dechlorinate the new system.

8. Section 333403 - HDPE Water Mains
  - a. Item 24 - 14" Molded HDPE, 90° Bend, per Each (EA)
  - b. Item 25 - 10" Molded HDPE, 90° Bend, per Each (EA)
  - c. Items above shall all include excavation, backfill and bedding with native material as allowed, compaction, compaction testing, dewatering for fitting installation, shoring/worker protection, and pressure testing as identified on the drawings. Bedding, imported pipe zone and special trench backfill shall only be installed as authorized by the Engineer. Disposal of unsuitable excavated material is also included under items above.
  - d. Items above shall include all labor, material and equipment to install all thrust restraint by way of thrust blocking.
  - e. Items 24 and 25 shall also include all pipe and fitting fusion operations.

**END OF SECTION**

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## SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

### PART 1 GENERAL

#### 1.1 REQUIREMENTS INCLUDED

- A. Title of Work, and type of Contract.
- B. Work Sequence.
- C. Contractor Use of Premises.
- D. Owner Occupancy.
- E. Owner-furnished Products.
- F. Allowances.
- G. Alternates.
- H. Applications for Payment.
- I. Coordination.
- J. Field Engineering.
- K. Reference Standards.

#### 1.2 RELATED REQUIREMENTS

- A. Section 012976 - Progress Payment Procedures.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Work of this Contract comprises general construction of watermain, services and related work, for the Town of Queensbury, Owner.

#### 1.4 CONTRACT METHOD

- A. Construct the Work under a single unit price contract.

#### 1.5 WORK SEQUENCE

- A. Construct Work in stages during the construction period; coordinate construction schedule and operations with Owner.

#### 1.6 CONTRACTOR USE OF PREMISES

- A. Coordinate use of premises under direction of Owner.

#### 1.7 OWNER-FURNISHED PRODUCTS

- A. Products furnished and paid for by Owner:
  - 1. 2,000 LF DIP CL52
- B. Owner's Responsibilities:
  - 1. On pickup, inspect products jointly with Contractor.
- C. Contractor's Responsibilities:
  - 1. Arrange and pay for product pick up from Town of Queensbury Water Treatment Plant
  - 2. Inspect for completeness, for damage, jointly with Owner on pickup.
  - 3. Handle, store, install and finish products.
  - 4. Repair or replace items damaged by Work of this Contract.
  - 5. Furnish all gaskets, polyethylene encasement and all other materials required to install the Owner-Furnished piping.

#### 1.8 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application under procedures of Section 013300 on EJCDC 1910-E - Application for Payment.
- B. Content and Format: That specified for Schedule of Values in Section 013310.

#### 1.9 COORDINATION

- A. Coordinate work of the various Sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
- B. Verify characteristics of elements of interrelated operating equipment are compatible; coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduits, as closely as practicable; make runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise shown, conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Execute cutting and patching to integrate elements of Work, uncover ill-timed, defective, and non-conforming work, provide openings for penetrations of existing surfaces, and provide samples for testing. Seal penetrations through floors, walls, and ceilings.

#### 1.10 FIELD ENGINEERING

- A. Provide field engineering services; establish grades, lines, and levels, by use of recognized engineering survey practices.

- B. Control datum for survey is that established by Owner- provided survey. Locate and protect control and reference points.

1.11 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is specified.
- C. Obtain copies of standards when required by Contract Documents. Maintain copy at jobsite during progress of the specific work.

**PART 2 (NOT USED)**

**PART 3 (NOT USED)**

**END OF SECTION**

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