

# **CITY OF NEWBURGH CONTACT TANK AT WASHINGTON LAKE FILTRATION PLANT**

**Newburgh, New York  
Site Number 336022**

**July 2016**

## **ADDENDUM No. 1**

**TO CONTRACT D010238**



**Prepared by:**

**Arcadis CE, Inc.  
855 Route 146, Suite 210  
Clifton Park, NY 12065**

**ADDENDUM No. 1  
JULY 2016 CONTRACT DOCUMENTS  
CITY OF NEWBURGH CONTACT TANK  
AT WASHINGTON LAKE FILTRATION PLANT  
NEWBURGH, NEW YORK  
CONTRACT NO. D010238  
JULY 2016**

**TO ALL HOLDERS OF THE CONTRACT DOCUMENTS:**

Your attention is directed to the following changes and additions to the July 2016 Contract Documents for the City of Newburgh Contact Tank at Washington Lake Filtration Plant. This addendum has been prepared in accordance with the provisions of the Contract Documents.

## **PART A. Pre Bid Meeting Minutes**

The mandatory pre-bid meeting began at 10:05 am on August 2, 2016 at the Washington Lake Filtration Plant and was conducted by Benjamin Rung DEC Project Manager and Robert Ostapczuk Arcadis Project Manager. The sign in sheet is attached to Addendum No. 1.

**Introductions:**

1. Ben Rung, DEC Project Manager
2. Rob Ostapczuk, Arcadis Project Manager
3. Brianna Scharf, DEC
4. Jason Morris, City of Newburgh City Engineer (not present)
5. Chad Wade, City of Newburgh Assistant City Engineer
6. Wayne Vradenburgh, City of Newburgh Deputy Water Superintendent (not present)
7. John Bushek, City of Newburgh Chief Operator
8. City of Newburgh is the Site Owner, NYS DEC is the Project Owner

**Agenda:**

1. Introductions
2. Agenda
3. Project Description
4. Bid Requirements
5. Contract Requirements
6. Site Walkthrough
7. Questions & Answers

## **Project Description:**

1. Project generally consists of the following Work:
  - a. Site preparation and rock removal.
  - b. Construction entrance stabilization to protect 100 year old 24 and 30 inch cast iron pipe.
  - c. Construction of a 1.2 MG contact tank with a concentric C baffle wall.
  - d. Yard piping and miscellaneous valves and vaults
  - e. Rough grading.
  - f. Minor electrical Work
2. The Contract Times to be discussed in a few minutes are extremely important. This project is in response to the discovery of PFOS in the raw water supply of the City of Newburgh. Currently the City is utilizing backup water supplies from the Catskill Aqueduct, but that supply is scheduled to go off line for maintenance in October 2017. Directly after the new 1.2 MG contact tank is turned online, a separate contract will commence and a new GAC treatment system will be constructed. This project's contract times are critical as time is of the essence.
3. An addendum is expected to cover the following items:
  - a. Contract Times, Contact Tank needs to be online by the end of January. Final completion grading, architectural coatings maybe later.
  - b. Low Service PRV – High flow rate well be revised based on more recent data pertaining to backwashing.
  - c. Limit Site Data with a new geotechnical report and updated Section 33 16 13.16 as required.
  - d. Locations of tees and valves based on layout of the GAC Treatment Building layout advancement.
4. The need and criticality of the Project was reiterated by the DEC. This is a Governor's directive to complete the Project. All agencies DEC, DOH, Attorney General and the Comptroller's Office are working collaboratively to expedite approvals.

## **Bid Requirements:**

1. Please sign in, all attendees are asked to sign in, as attendance is mandatory as a condition of bidding. Attendees of today's pre-bid meeting will receive the sign in sheet and meeting minutes by Addendum within a few days.
2. All contract or design questions should be submitted in writing to NYSDEC by 5 pm local time on Monday, August 8, 2016. Written comments must be received by mail or e-mail by the deadline. Questions may be e-mailed to Benjamin Rung at [benjamin.rung@dec.ny.gov](mailto:benjamin.rung@dec.ny.gov). Response to written questions and any alternations to the Bidding Documents resulting from those questions will be shared with the attendees of today's meeting by Addendum on or about Wednesday August 10, 2016. An addendum is expected to be issued on or about Friday August 5, 2016 based on the Pre-Bid Meeting and known changes to the Bid Documents. Benjamin Rung's phone number is 518-402-9813.

3. Bids will be accepted until 1:00 pm local time on Tuesday, August 16, 2016 at which time bids will be publically opened and read aloud. Please note:
  - a. No late bids will be accepted. Late bids will be returned unopened.
  - b. Electronic bids will not be accepted.
  - c. Use only the provided envelopes to submit bids. These will be given out to attendees following today's tour and are available by request.
  - d. Submit bids to the address on the envelopes only. We are not responsible for bids sent to any other address. Despite when or how you send your bid, if Fed-Ex doesn't come through with overnight delivery the bid is late.
  - e. Alteration of the Bid forms, Bond or Insurance certifications will result in bid rejection.
  - f. Alternative Bid forms or Missing pages will result in bid rejection.
  - g. Qualifiers or Contingencies on any work element will result in bid rejection
  - h. Sign the bid form as indicated and in all required locations
  - i. Check all math – incorrect summations will result in bid rejection
  - j. Make sure you write in words the numerical bid amounts.
  - k. If you are hand delivering or using a courier for the bid or wish to be present for the bid opening you must contact me ahead of time so that I can enter you in our security system. No admittance without clearance = late bid.
  - l. Bids must be accompanied by a check or bid bond for 5% of total bid amount. Three (3) lowest bidders will be held until Contract award.
  - m. Do not send your bids to me, send them to the address indicated in Article 3 of Section III.
  - n. Anything required for approving the Agreement must be submitted within 5 days after the apparent lower bidder is notified of the intent to award the contract. Refer to Section III, pages 4 and 5 for a full list of the required documents to be submitted with the Bid, 3 days after notice of award and 5 days after notice of award.
  - o. Unstamped drawings are available on the DEC website, FTP site has stamped drawings.
  - p. Bidders should complete the Vendors Questionnaire online if they are currently not in the State system.

### **Contract Requirements:**

1. Bid Documents are available through our website and FTP site. Those links and our contact information are available on the table and are included in the Advertisement and Notice to Bidders.
2. Limited site data is available on the website and contains historical construction contracts, GPR survey results and previous geotechnical investigations.
3. The overall M/WBE project goals are 30 percent. For questions related to M/WBE requirements of the contract the Bidders are directed to call (518) 402-9311. Bidders are highly encouraged to employ a minimum of 10 percent minority employees and 10 percent woman employees.

4. Payments will be made on a monthly basis. The schedule of values will allow for further breakdown of the bid items in accordance with Section VIII Article 13, Schedule of Values. Certified payroll is required and must be submitted with each Contractor's Application for payment, including subcontractors.
5. CAPs can only be submitted once per month
6. Bidder shall note that the project is a prevailing wage rate project.
7. Award is anticipated to be in mid-September 2016.
8. There is a 40% limit on the value of subcontracts.
9. Vendor Responsibility Questionnaire (VRQ) is required for subcontractors exceeding \$10,000.
10. Insurance must be provided by a NYS Licensed Insurance Company.
11. The NYSDEC is exempt from sales tax and compensating use taxes for all materials, equipment, and supplies. The Contractor is responsible for contacting NYS Department of Taxation and Finance to secure tax exempt status for this project.
12. Bidders shall note the requirements for the Separable Parts of Work as included in the Contract Documents.
13. Contract Time: Substantial completion within 70 days and final completion within 84 days from the Notice to Proceed.
  - a. This will be modified via an addendum, the Contact Tank needs to be completed by the end of January.
14. Liquidated damages are \$5,000 per day for substantial completion not achieved and \$1,000 per day for final completion not achieved.
  - a. Special Damages could be substantial if the City of Newburgh is forced to continue purchasing water from the New York City or if New York City needs to delay planning improvements to the Catskill Aqueduct.
  - b. January deadline was reemphasized, as the GAC contractor will need to commence work in February 2017.

### **Site Walkthrough**

1. Provided a general overview of the depth to rock based on preliminary boring data.
2. All trees to be removed to facilitate construction as shown on the drawings.
3. Limited space available on site.
4. Arcadis checking with City of Newburgh to determine if security clearances are required for contractors.
5. 7 am to 7am rock removal in the specification, maybe changed to 8 am to 7 pm. Work hours are 7 am to 9 pm 6 days a week. DEC will consider additional work hours if required to complete the schedule.

### **Questions & Answers**

Q: When will the apparent low bidder know the results?

A: The day of the Bid opening.

Q: How fast can a Pre-Construction meeting be scheduled?

A: Day after the Agreement is in place.

Q: Final Completion is required to be 30 days after Substantial Completion date is that deadline as stringent.

A: No, it is not as stringent, the important aspect of the Project is to have the Contact ready to be online, disinfected, tested and endorse by the NYS DOH by the end of January. Bid the documents as they are, but the DEC is willing to entertain an extension of time to complete rough grading after the winter. The GAC Contractor will be responsible for final grading and site restoration.

Q: NSF coatings in the AWWA D110 tank specification should be reviewed per industry standards.

A: Please submit the specific question that refers to the specific NFS reference and it will be reviewed.

Q: Is Buy American a requirement for the Project?

A: No Buy American is not required.

Q: Does the Contractor need to list subcontractors with the Bid?

A: No, refer to Section III page 4 for documentation to be submitted with the Bid.

Q: What permits are required?

A: None, as result of the Project being completed through the Superfund Program. DOH will have to endorse the Contact Tank for service and the Contractor will need to comply with the intent of regulations (i.e. erosion control, etc) as required by the Bid Documents.

Q: Will DEC back charge back charge the Contractor for overtime, weekend or night work for Arcadis inspection staff?

A: No, Arcadis and the DEC realize that significant OT maybe required to complete the work on schedule and ties in to active water mains will require night time work with limited 4 hour windows for shutdowns.

## **PART B. Changes to Contract Documents**

The following changes are to be made to the Contract Documents:

1. **a. Table of Contents: Page 1 of 2**; Bid Forms and Attachments; Article 1; a new article associated with the Iran Divestment Act has been included in this section as Article 1(g). Existing Articles 1(g), 1(h), and 1(i) have been renumbered 1(h), 1(i), and 1(j).  
**b. Table of Contents: Page 2 of 2**; references to **Section IV, Article 2(a)** has been removed. Referenced to the remaining Articles 2(b), 2(c), and 2(d) have been renumbered 2(a), 2(b), and 2(c).
2. **Section I – Advertisements and Notice to Bidders**, Page I-1, 3<sup>rd</sup> Paragraph; References to the words, “only”, “Access”, and “biddable” have been removed from the first two sentences of the 3<sup>rd</sup> paragraph. The first two sentences of the 2<sup>nd</sup> paragraph have been revised to now read as follows, “***Contract Documents are available in electronic format at no charge. Electronic copies of Contract Documents, drawings, specifications, proposal forms, addenda, and a separate Limited Site Data.....***”.
3. **Section II – Terms and Definitions**, Page II-3; An additional definition has been inserted for the term “Joint Venture” that reads as follows,  
  
***“Joint Venture – An associated of two or more individuals or companies engaged in a solitary business enterprise for profit without actual partnership or incorporation.”***
4. **Section III – Article 3 Bid Instructions**, Page III-2; An additional paragraph has been inserted after the second paragraph that reads as follows,  
  
***“Bids of a joint venture must be signed by an agent or attorney-in-fact for the joint venture and shall be evidence of his or her authority to act on behalf of all members of the joint venture.”***
5. **Section III – Article 5.a Required Bid Submittals**, Page III-4, An additional bullet has been inserted after bullet No. 7 that reads as follows,  
  
***“In the case of a legally constituted joint venture, the bidders must submit a copy of the written joint venture agreement with their bid. Each member can only be part of one (1) joint venture. The agreement shall clearly define the relationship and services to be performed by each member, identify the authorized representative for each member, designate the lead principal participant, provide proof of insurance, identify percent equity share held by each member, and include any other relevant information.***  
  
***The bidder must also submit a statement signed by the bidder’s authorized representative acknowledging that such entities will be required to provide evidence of joint and several liability for the bidder’s obligations under the Contract. If the entity is an LLC, a statement signed by the bidder’s authorized representative acknowledging that such entities will be required to provide***

**guarantees of the bidder's obligations under the Contract.**

***If the joint venture has not yet been legally formed, then the bidder must submit a description of the proposed legal structure and draft copies of the underlying documents, including: a) all significant terms of the joint venture or partnership, including the rules relative to the administration of the joint venture, limited liability company or partnership, including dealing with deadlock situations; b) description of how the joint venture, limited liability company or partnership will operate administratively and technically; and c) a teaming agreement or comparable document setting forth the equity member's agreement to form the organization"***

6. **Section III – Article 5.b Bidding Information and Requirements, Page III-4:**

- a. 6<sup>th</sup> bullet; the first sentence has been revised to read as follows, ***“Proof of Availability of insurance or Certificate of insurance with endorsement, that name New York State and New York State Department of Environmental Conservation as additional insured with respect to all insurances except for workers compensation and disability, including written verification that the insurance carrier(s)…”***
- b. 5<sup>th</sup> bullet: has been revised to read a follows, ***“Certificates of Insurance (original and three copies), bound separately***
- c. 7<sup>th</sup> bullet; The following language has been inserted at the end of this article that reads as follows,

***“In the case of a joint venture, each member will be required to complete and submit a NYS Vendor Responsibility Questionnaire or an affidavit of no change (if appropriate).” (Must be bound separately if submitting a paper copy of the Vendor Responsibility Questionnaire)***

7. **Section III – Article 10, Experience and Financial Statements, Page III-6,** Additional paragraphs have been inserted after the fourth paragraph which read as follows,

- a. ***“In the case of a joint venture, each member must meet the experience requirements specified in Section 3, Article 17. A bid cannot be submitted by a bidder, including a joint venture, where the bidder or one of the members of a joint venture has less than three (3) years satisfactory experience in construction of the work to be performed, unless the bidder or member of a joint venture is a successor in interest to a pre-existing company which meets the required minimum of three (3) years satisfactory experience in construction of the work to be performed.”***
- b. ***“All on-site personnel are required to have 40 hour OSHA training plus a current eight-hour refresher, baseline medical monitoring plus a current yearly physical and training and current fit testing for respirator use.***

***Additionally, the successful Contractor must be compliant with Section X – Standard Specifications, SPEC 0003 – Minimum Requirements for Health and Safety and the Occupational Safety and Health Administration (OSHA)***

**Standards and Regulations contained in Title 29, Code of Federal Regulations, Part 1910 and 1926 (20 CFR 1910 and 1926) and subsequent additions and/or modifications, the New York State Labor Law Section 876 (Right-to-Know Law), the Standard Operating Safety Guidelines by the United States Environmental Protection Agency (EPA), Office of Emergency and Remedial Response and the Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (NIOSH, OSHA, USCG, and EPA) provide the basis for the safety and health program. Additional specifications within this section are in addition to OSHA regulations and reflect the positions of both the EPA and the National Institute for Occupational Safety and Health (NIOSH) regarding procedures required to ensure safe operations at abandoned hazardous waste disposal sites.”**

8. **Section III – Article 17, Bidding Information and Requirements, Page III-9**, The 3<sup>rd</sup> paragraph in this section has been revised to include the following text after the last sentence, ***“This experience must include, but not be limited to, the excavation, transportations, and handling of hazardous waste and contaminated soil/sediment. Experience must also include the handling and treatment of contaminated water generated from hazardous waste operations. For work to be deemed satisfactory, the work must have been performed with required oversight from USEPA, NYSDEC, or an equivalent environmental regulatory state agency (i.e., New Jersey DEP, Pennsylvania DER, etc). Brownfield cleanup work qualifies for the experience requirement. The bidder cannot meet the minimum experience requirements through the use of subcontractor(s).”***
9. **Section V – Article 1**; Information pertaining to, and requirements of, the Iran Divestment Act are now included in Section VII, Appendix A.
10. **Section V – Article 1(a)**; Replace Bid Form with the revised Bid Form as Attached.
11. **Section V – Article 2(a) Corporate Resolution and Certification**; This Article has been removed in its entirety from the Contract. Remaining Articles (2)b, 2(c), and 2(d) have been renumbered 2(a), 2(b), and 2(c).
12. **Section V – Article 2(c) M/WBE Directory on the Internet**  
Telephone number at the end of the article has been changed to (518) 270-1130.
13. **Section V – Article 2(d) Corporate Resolution**; A new article has been inserted and read as follows:  
  
***“The Contractor is required to submit a Corporate Resolution from the Contractor’s governing board stating that a certain individual has the authority to sign the Contract on behalf of the firm.”***
14. **Section V – Article 3(a) Instructions for Certificate of Insurance**, Entire article has been replaced with the following:

The Contractor agrees to procure and maintain at its own expense and without expense to the Department insurance of the kinds and amounts hereinafter provided by insurance companies licensed to do business in the State of New York, covering all operations under this Contract.

The Contractor shall furnish to the Department a certificate or certificates with the appropriate endorsements showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of the Contractor's activities. Insurance policies will not be accepted that:
  - remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) so as to limit coverage against claims that arise out of work; or
  - remove or modify the "insured contract" exception to the employers liability exclusion; or
  - do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors.
- All liability insurance certificate(s), endorsement(s) and supporting documentation shall list the State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Environmental Remediation, Remedial Bureau E, 625 Broadway, Albany, NY 12233, as the additional insureds.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department.
- Applicable insurance policy number(s) referenced on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- Worker's Compensation and Disability Benefits certificates shall name the New York State Department of Environmental Conservation Division of Environmental Remediation, Remedial Bureau E, 625 Broadway, Albany, NY 12233, as certificate holder.

- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until acceptance or completion of the work, whichever event is later.
- Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions as provided herein. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

The following types and amounts of insurance are required for this Contract:

**1. Workers' Compensation:**

For work to be performed in New York State, the Contractor shall provide and maintain full New York State (NYS listed in item 3a of the policy's Information Page) coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

If the agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Act policy as applicable must be provided. Any waiver of this requirement must be approved by the Agency and will only be granted in unique or unusual circumstances.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<b>FORM #</b>	<b>FORM TITLE</b>
C-105.2	Certificate of Workers' Compensation Insurance (September 2007, or most current version)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

***Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation Insurance coverage.***

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

**2. Disability Benefits:**

For work to be performed in New York State, the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement

must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<b>FORM #</b>	<b>FORM TITLE</b>
DB-120.1	Certificate of Insurance Coverage under the New York State Disability Benefits Law
DB-155	Certificate of Disability Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

***Please note that ACORD forms are NOT acceptable proof of New York State Disability Benefits Insurance coverage.***

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

### **3. Commercial General Liability Insurance:**

Contractor shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract. The limits under such policy shall not be less than the following:

- Each Occurrence limit – \$2,000,000
- General Aggregate – \$5,000,000
- Products/Completed Operations – \$5,000,000
- Personal & Advertising Injury - \$1,000,000
- Damage to Rented Premises - \$50,000
- Medical Expense - \$5,000

Coverage shall include, but not be limited to, the following:

- Premises liability
- Independent contractors
- Blanket contractual liability, including tort liability of another assumed in a contract
- Defense and/or indemnification obligations, including obligations assumed under this contract
- Cross liability for additional insureds
- Products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract
- Explosion, collapse, and underground hazards
- Contractor means and methods
- Liability resulting from Section 240 or Section 241 of the New York State Labor Law

The following ISO forms must be endorsed to the policy:

- a. CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- b. CG 20 10 11 85, or, an equivalent – Additional Insured-Owner, Lessees or Contractors (Form B)
- c. CG 25 03 11 85 or, an equivalent – Designated Construction Project(s) general aggregate limit (only required for construction contracts).

**The Contractor shall provide fully-completed ACORD 855 New York Construction Certificate of Liability Insurance Addendum along with specified General Liability certificate and accompanying endorsements.**

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

#### **4. Business Automobile Liability:**

Contractor shall provide and maintain Commercial Auto Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000.

If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Comprehensive Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.

#### **5. Contractor's Equipment:**

The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Department or their agents and employees responsible for any losses; and the Department, their agents and employees shall have no such Liability.

#### **6. Builders' Risk**

The Contractor shall provide a Builders' Risk Insurance policy covering all risks in completed value form. Such policy shall cover the total value of the Work performed in accordance with this contract, as well as the value of any equipment, supplies and/or material to be installed in the project that may be in storage (on or off the Site) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and property of the State held in their care, custody and/or

control. The Builders' Risk policy shall contain endorsements that provide for the following:

- The State of New York and the Contractor shall be named as loss payees for the work in order of precedence, as their interest may appear; and
- In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the insurance company; and
- In the event that insurance policy has been issued by a mutual insurance company, the following language shall be included: "the Department of Environmental Conservation is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefore."

**7. Owners and Contractors Protective Liability:** The Contractor shall obtain a separate Owners/Contractors Protective Liability (OCP) Policy as follows:

- For work related to street, road, highway, and/or bridge work – Form CG 00 14, Special Protective and Highway Liability Policy – New York Department of Transportation
- For projects not related to street, road, highway, and/or bridge work – Form CG 00 09, Owners and Contractors Protective Liability Coverage form – Coverage for Operations of the Designated Contractor

The policy shall be written on a project basis for the benefit of the Department and the People of the State of New York, its officers, agents, and employees, with respect to all operations under this contract by the Contractor or its subcontractors, including in such coverage any omissions and supervisory acts of the Department, its officers, agents, and employees.

The State of New York and the NYS Department of Environmental Conservation, New York State Department of Environmental Conservation Division of Environmental Remediation, Remedial Bureau E, 625 Broadway, Albany, NY 12233, shall be the Named Insured in the OCP Policy, which shall be promptly furnished to the Department. OCP policy limits shall be no less than \$1 Million (Each Occurrence) / \$2 Million (General Aggregate).

**8. Umbrella and Excess Liability:**

When the limits of the CGL, Auto, and/or Employers' Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary.

15. **Section V – Article 3(b) Certificate of Insurance**, This article and requirements have been removed from the Contract.

16. **Section V – Article 3(c) – Instructions for Performance Bond and Labor and Materials Payment Bond, Page V-19**; new language has been added after Subpart 3) to read as follows,

***“4) Performance Bond and Labor and Materials Payment Bond must be secured by the surety and notarized within three (3) days of the date the Contractor signs the***

**agreement.**

17. **Section VI – Agreement**, This article and requirements thereof have been replaced in their entirety. See **ATTACHMENT A** for revised Section VI - Agreement.

18. **Section VIII – Article 4.2. has been replaced with the following:**

The Contractor agrees to procure and maintain at its own expense and without expense to the Department insurance of the kinds and amounts hereinafter provided by insurance companies licensed to do business in the State of New York, covering all operations under this Contract.

The Contractor shall furnish to the Department a certificate or certificates with the appropriate endorsements showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of the Contractor's activities. Insurance policies will not be accepted that:
  - remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) so as to limit coverage against claims that arise out of work; or
  - remove or modify the "insured contract" exception to the employers liability exclusion; or
  - do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors.
- All liability insurance certificate(s), endorsement(s) and supporting documentation shall list the State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Environmental Remediation, Remedial Bureau E, 625 Broadway, Albany, NY 12233, as the additional insureds.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department.

- Applicable insurance policy number(s) referenced on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- Worker’s Compensation and Disability Benefits certificates shall name the New York State Department of Environmental Conservation Division of Environmental Remediation, Remedial Bureau E, 625 Broadway, Albany, NY 12233, as certificate holder.
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until acceptance or completion of the work, whichever event is later.
- Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions as provided herein. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor’s records.

The following types and amounts of insurance are required for this Contract:

**4.2.1 Workers’ Compensation:**

For work to be performed in New York State, the Contractor shall provide and maintain full New York State (NYS listed in item 3a of the policy’s Information Page) coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers’ Compensation Law.

If the agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers’ Compensation Act and/or Jones Act policy as applicable must be provided. Any waiver of this requirement must be approved by the Agency and will only be granted in unique or unusual circumstances.

Evidence of Workers’ Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers’ Compensation Board:

<b>FORM #</b>	<b>FORM TITLE</b>
C-105.2	Certificate of Workers’ Compensation Insurance (September 2007, or most current version)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers’ Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

***Please note that ACORD forms are NOT acceptable proof of New York State Workers’ Compensation Insurance coverage.***

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

#### **4.2.2 Disability Benefits:**

For work to be performed in New York State, the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<b>FORM #</b>	<b>FORM TITLE</b>
DB-120.1	Certificate of Insurance Coverage under the New York State Disability Benefits Law
DB-155	Certificate of Disability Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

***Please note that ACORD forms are NOT acceptable proof of New York State Disability Benefits Insurance coverage.***

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

#### **4.2.3 Commercial General Liability Insurance:**

Contractor shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract. The limits under such policy shall not be less than the following:

- Each Occurrence limit – \$2,000,000
- General Aggregate – \$5,000,000
- Products/Completed Operations – \$5,000,000
- Personal & Advertising Injury - \$1,000,000
- Damage to Rented Premises - \$50,000
- Medical Expense - \$5,000

Coverage shall include, but not be limited to, the following:

- Premises liability
- Independent contractors
- Blanket contractual liability, including tort liability of another assumed in a contract
- Defense and/or indemnification obligations, including obligations assumed under this contract
- Cross liability for additional insureds
- Products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract
- Explosion, collapse, and underground hazards
- Contractor means and methods
- Liability resulting from Section 240 or Section 241 of the New York State Labor Law

The following ISO forms must be endorsed to the policy:

CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form

CG 20 10 11 85, or, an equivalent – Additional Insured-Owner, Lessees or Contractors (Form B)

CG 25 03 11 85 or, an equivalent – Designated Construction Project(s) general aggregate limit (only required for construction contracts).

**The Contractor shall provide fully-completed ACORD 855 New York Construction Certificate of Liability Insurance Addendum along with specified General Liability certificate and accompanying endorsements.**

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

#### **4.2.4 Business Automobile Liability:**

Contractor shall provide and maintain Commercial Auto Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000.

If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Comprehensive Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.

#### **4.2.5 Contractor's Equipment:**

The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed or rented by the Contractor. The requirement to secure

and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Department or their agents and employees responsible for any losses; and the Department, their agents and employees shall have no such Liability.

#### **4.2.6 Builders' Risk**

The Contractor shall provide a Builders' Risk Insurance policy covering all risks in completed value form. Such policy shall cover the total value of the Work performed in accordance with this contract, as well as the value of any equipment, supplies and/or material to be installed in the project that may be in storage (on or off the Site) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and property of the State held in their care, custody and/or control. The Builders' Risk policy shall contain endorsements that provide for the following:

- The State of New York and the Contractor shall be named as loss payees for the work in order of precedence, as their interest may appear; and
- In the event the loss occurs at an occupied facility, the policy shall permit occupancy without the consent of the insurance company; and
- In the event that insurance policy has been issued by a mutual insurance company, the following language shall be included: "the Department of Environmental Conservation is not liable for any premium or assessment under this policy of insurance. The First Named Insured is solely liable therefore."

#### **4.2.7 Owners and Contractors Protective Liability:** The Contractor shall obtain a separate Owners/Contractors Protective Liability (OCP) Policy as follows:

- For work related to street, road, highway, and/or bridge work – Form CG 00 14, Special Protective and Highway Liability Policy – New York Department of Transportation
- For projects not related to street, road, highway, and/or bridge work – Form CG 00 09, Owners and Contractors Protective Liability Coverage form – Coverage for Operations of the Designated Contractor

The policy shall be written on a project basis for the benefit of the Department and the People of the State of New York, its officers, agents, and employees, with respect to all operations under this contract by the Contractor or its subcontractors, including in such coverage any omissions and supervisory acts of the Department, its officers, agents, and employees.

The State of New York and the NYS Department of Environmental Conservation, New York State Department of Environmental Conservation Division of Environmental Remediation, Remedial Bureau E, 625 Broadway, Albany, NY 12233, shall be the Named Insured in the OCP Policy, which shall be promptly furnished to the Department. OCP policy limits shall be no less than \$1 Million (Each Occurrence) / \$2 Million (General Aggregate).

#### **4.2.8 Umbrella and Excess Liability:**

When the limits of the CGL, Auto, and/or Employers' Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary.

19. **Section IX – Supplemental Conditions**; Add the following condition:

***“Bid Protest Guidelines:***

***The intent and purpose of these guidelines is to set forth the procedure to be utilized when an interested party challenges a contract bid award solicited by the Division of Environmental Remediation and routed to the Office of the State Comptroller (OSC) for approval pursuant to the provisions of Section 112 of the State Finance Law.***

***The protestor is responsible for complying with the restrictions on “contacts” under the Procurement Lobbying Law (State Finance Law, Section 139-j). All protests must be submitted to the Designated Department Contact listed in the Contract Documents (See Section I, Section II, Section III, Article 3 and 21)***

- 1. The bid protest must be submitted within ten (10) Business days of the Department’s Notification of Intent to Award letter being sent to the apparent low bidder.***
- 2. The bid protest must be submitted in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award. The notice of protest must be filed by the signatory of the bid or by an attorney representing the bidder. Any filing deadlines may be waived by the Department at its own discretion.***
- 3. The Designated Department Contact will promptly submit the notice of protest, a bid protest summary and relevant bid documents to the Division of Management and Budget Services and the Office of General Counsel (OGC).***
- 4. Once the formal notice of protest is filed, the Department, at its sole discretion, may continue or suspend the contract award process until the protest is resolved and a final Department determination is made.***
- 5. As set forth in Section 3, Article 17, of the Contract Documents, the Department reserves the right to reject any and all bids, to waive any and all informalities or irregularities, to disregard all nonconforming, nonresponsive, or conditional Bids, or to re-advertise for bids.”***

20. **Section XI, Specification 00 01 10:** Add Table of Contents as attached.

21. **Section XI Specification 33 16 13.16:** Replace Article 1.4.C.3 to read as follows:

“All coatings, sealants, and repair materials that can contact potable water or water that

will be treated to become potable shall be NSF/ANSI 61 compliant.”

22. **Section XI Specification 40 05 53:** Replace Article 2.4, Paragraph B.4.a in its entirety to read as follows:

“Maximum Flow Rate: 10,000 gpm.”

23. **Section XII Measurement For Payment:** Part 3 to read as follows:

“PART 3 – BID ITEMS

- A. Bid Item LS-1 – New Clearwell Construction
1. Measurement and Payment: The bid lump sum price for Bid Item LS-1 – New Clearwell Construction shall be the amount paid to the CONTRACTOR to construct the clearwell at the Site in accordance with the requirements of the Contract Documents. Payments will be made based on percentage of work completed.
- B. Bid Item LS-2 – Stored Piping Materials
1. Measurement and Payment: The bid lump sum for Bid Item LS-2 – Stored Piping Materials shall be the amount paid to furnish the following piping materials for use by the contractor in the event of damage to an existing pipe:
    - 3 lengths (nominal 60 feet) of 30-inch diameter, Class 150 DIP with mechanical joints, joint gaskets and hardware kit for 3 joints.
    - 3 lengths (nominal 60 feet) of 20-inch diameter, Class 150 DIP with mechanical joints, joint gaskets and hardware kit for 3 joints.
    - 3 lengths (nominal 60 feet) of 12-inch diameter, Class 150 DIP with mechanical joints, joint gaskets and hardware kit for 3 joints.
    - 4, 30-inch transition couplings for DIP to CIP connections, 150 psi pressure rated.
    - 4, 20-inch transition couplings for DIP to CIP connections, 150 psi pressure rated.
    - 4, 12-inch transition couplings for DIP to CIP connections, 150 psi pressure rated.Any unused materials shall be provide to the CITY at the project completion.
- C. Bid Item UP-1 – Bedrock Excavation and Disposal
1. Payment: Bid Item UP-1 shall be bid unit cost price per cubic yard, as quantified by the in place measure and comparison of before and after surveys as approved by the Department’s Representative. Provide all labor, materials, equipment and incidentals necessary to excavate, load, transport and dispose of at an acceptable location the bedrock at the tank foundation.
  2. Measurement for payment of Bid Item UP-1 – Bedrock Excavation and Disposal shall be the actual number of cubic yards approved by the Department’s Representative.
- D. Bid Item UP-2 – Select Granular Fill
1. Payment: Bid Item UP-2 shall be bid unit cost price per cubic yard, as quantified by the in place measure and comparison of before and after surveys as approved by the Department’s Representative. Provide all labor, materials, equipment and incidentals necessary to furnish, place, and compact select granular fill for the tank foundation.

2. Measurement for payment of Bid Item UP-2 – Select Granular Fill shall be the actual number of cubic yards approved by the Department’s Representative.”

This ADDENDUM No. 1, including Attachment A, becomes part of the Contract Documents.



Daniel J. Loewenstein, P.E., BCEE

Dated: August 5, 2016

# **ATTACHMENT A**

## ***ADDENDUM No. 1***

**City of Newburgh Contact Tank at Washington Lake Filtration Plant  
Site No. 336022  
CONTRACT NO. D010238**

**Contract Agreement (Section VI)**

## SECTION VI

### *Agreement*

***This Agreement*** by and between the **New York State Department of Environmental Conservation**, (hereinafter referred to as Department) having offices at 625 Broadway, Albany, New York 12233 and

- a corporation organized and existing under the laws of the State of
- a partnership, consisting of
- an individual conducting business as

the location of whose principal office is \_\_\_\_\_ hereinafter called "Contractor."

#### WITNESSETH

***Whereas***, Department is empowered by law to obtain services; the performance of these services is essential to Department; and Department, after fully examining all of its internal capabilities and thoroughly investigating all possible alternative approaches, has determined that certain tasks can best be accomplished through a contract;

***Whereas***, Contractor hereby represents that it is capable of providing the services which are the subject matter of this Contract;

***Now Therefore***, Department **and** Contractor, in consideration of the mutual covenants hereinafter set forth agree as follows:

#### ***ARTICLE 1 - Defined Terms***

Terms used in the Agreement which are defined in the Contract Documents have the intent and meanings assigned to them in the Contract Documents.

#### ***ARTICLE 2 - Work***

As indicated or specified in the Contract Documents, Contractor shall complete in a timely and workmanlike manner, any and all obligations, duties and responsibilities, and provide any and all labor, materials, equipment, temporary facilities, and incidentals necessary to complete the construction generally identified and shown on the plans and Contract Documents entitled:

**New York State Department of Environmental Conservation**

**Site Name: City of Newburgh – New Clearwell Construction**

**Contract Number: D010238**

**Date: July 2016**

### ***ARTICLE 3 - Engineer***

**Arcadis CE, Inc.** shall assume all duties and responsibilities of and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ***ARTICLE 4 - Contract Documents***

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

- 4.1 Appendices A and B
- 4.2 Engineer's written clarifications and interpretations
- 4.3 Change Orders
- 4.4 Administrative Agreements
- 4.5 Field Orders
- 4.6 Proposed Change Orders signed by Department
- 4.7 Approved Shop Drawings
- 4.8 Addenda
- 4.9 Agreement
- 4.10 Measurement for Payment
- 4.11 Bid Forms and Attachments Exclusive of Bonds and Insurance Certificates
- 4.12 Drawings, Plans
- 4.13 Supplementary Specifications
- 4.14 Supplementary Conditions
- 4.15 Standard Specifications
- 4.16 General Conditions
- 4.17 Supplementary Bidding Information and Requirements
- 4.18 Bidding Information and Requirements
- 4.19 Terms and Definitions
- 4.20 Advertisement
- 4.21 Bonds and Insurance Certificates

In the event of a conflict between the documents set forth above, they shall be entitled to priority according to the order in which they are listed.

### ***ARTICLE 5 - Contractor's Representations***

In order to induce Department to enter into this Agreement, Contractor makes the following representations:

- 5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and applicable Laws that in any manner may affect cost, schedule, progress, performance or furnishing of the Work.
- 5.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in Information to Bidders, as provided in the General Conditions, and accepts the determination set forth in said Section to the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to reply.

- 5.3 Contractor has obtained and carefully studied all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, schedule, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 3 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 3 of the General Conditions.
- 5.5 Contractor has correlated (or assumes responsibility for correlating) the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.6 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he (she) has discovered in the Contract Documents and any written resolution thereof is acceptable to Contractor.
- 5.7 General Responsibility: The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. Additional responsibilities required of the Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, are specified within the provisions of Article 5 of the General Conditions.

## ***ARTICLE 6 - Contract Term***

The number of days within which, or alternatively, the dates by which, the Work, or any specified part thereof, is to be completed (the Contract Times) are set forth as follows:

- 6.1 The Work will be Substantially Completed within **one hundred forty (140) calendar days** from the Notice to Proceed.
- 6.2 Separable parts of the Work, if specified in an Attachment A to this Agreement, will be Substantially Completed within the number of days stated in Attachment A from the Notice to Proceed.
- 6.3 The Work will be completed and ready for final payment in accordance with the General Conditions within **two-hundred (200) calendar days** from the Notice to Proceed or within 60 days of substantial completion, whichever is sooner.
- 6.4 Department and Contractor recognize that the Contract Time(s) specified in paragraphs 6.1, 6.2, and 6.3 above are of the essence of this Agreement, and that Department may suffer financial loss if the Work is not completed within the Contract Time(s) specified above, plus any extensions thereof allowed in accordance with the General Conditions, as amended or supplemented in the Supplementary Conditions.

- 6.5 Accordingly, Contractor agrees to forfeit and pay Department as liquidated damages, and not as a penalty, the amount of **five thousand two hundred (\$5,000) dollars** for each day that expires after the Contract Time specified in paragraph 6.1 above for Substantial Completion until the Work is Substantially Complete. Contractor further agrees to pay Department as liquidated damages, and not as a penalty, each of the amounts set forth in Attachment A if applicable to this agreement for each day that expires after each of the contract times specified in paragraph 6.2 above for substantial completion until the each of the separable parts of the work is substantially complete. After substantial completion of the work, if Contractor shall neglect, refuse or fail to complete the remaining work within the contract time or any proper extension thereof granted by Department, Contractor shall pay Department as liquidated damages, and not as a penalty, the amount of **one thousand two hundred (\$1,200) dollars** for each day that expires after the Contract Time specified in paragraph 6.3 above for completion and readiness for payment. These liquidated damages are additive and represent a reasonable estimate, in lieu of any such proof, of Department's extra expenses for Inspection, engineering services, administrative costs, and Interim excess operating costs for each day that expires after the associated Contract Time.
- 6.6 In addition to the liquidated damage amounts set forth in paragraph 6.5 above, Contractor agrees to pay Department's additional actual damages arising out of the types of expenses itemized below for each day that expires after each of the Contract Times specified in paragraph 6.1 above for Completion of each of the designated parts of the Work until each of the designated parts of the Work achieves the specified completion. These actual damages are additive and shall equal Department's expenditures for costs other than those itemized in paragraph 6.5, including, but not limited to, delay damage settlements or awards related to other separate contracts, delay penalties or fines imposed by regulatory agencies, contract damage and loss of use, excess financing costs, and professional fees and related expenses incurred thereto.

#### ***ARTICLE 7 - Alterations and Omissions***

Department reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem reasonably necessary for the public interest; making allowances for additions and deductions with compensation made in accordance with the Contract Documents.

#### ***ARTICLE 8 - Determinations as to Variances***

In case of any ambiguity in the Contract Documents, the matter must be immediately submitted to the Representative of Department designated in the Contract Documents, who shall adjust the same, and his (her) decision in relation thereto shall be final and conclusive upon the parties.

#### ***ARTICLE 9 - Payment Procedures***

Contractor shall submit Applications for Payment on standard form in accordance with the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions, as amended or supplemented in the Supplementary Conditions and in accordance with Section 139-f of the State Finance Law.

- 9.1 **Progress Payments.** Contractor shall submit Applications for Payments to Engineer for review no more frequently than monthly in accordance with paragraph 13.2 of the General Conditions from the date when the Contract Time commences to run. Department shall make progress payments against the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer as provided below. All progress payments will be calculated on the basis of the progress of

the Work measured by the schedule of values established pursuant to paragraph 1.4.3 of the General Conditions. Progress payments will also be made for materials pertinent to the Contract in accordance with the General Conditions. Contractor shall provide complete and accurate billing invoices to the Department in order to receive payment. Billing invoices submitted to the Department must contain all information and supporting documentation required by the Contract, the Department, and the State Comptroller.

Payments for expenditures incurred under this contract will be rendered electronically to the **Recipient/Contractor/Vendor** unless payment by paper check is expressly authorized by the Commissioner of the Department (Commissioner), in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The **Recipient/Contractor/Vendor** shall comply with the **Comptroller's/OSC's** procedures to authorize electronic payments. Authorization forms are available at the **Comptroller's/OSC's** website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at (518) 474-4032. The **Recipient/Contractor/Vendor** acknowledges that it will not receive payment under this **Contract/Purchase Order** if it does not comply with the **Comptroller's/OSC's** electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

- 9.1.1 Prior to Substantial Completion of the Work, progress payments will be made less five percent (5%) the aggregate of payments (i.e. retainage) previously made and less an amount necessary to satisfy any claims, liens, or judgments against Contractor which have not been suitably discharged.
- 9.2 **Payment upon substantial completion.** When the work or major portions thereof, as contemplated in the Contract Documents, is substantially completed, Contractor shall submit to Department, an Application for Payment in accordance with the General Conditions for the remaining amount of the contract balance or amount due for that major portion completed. Department will pay the remaining Contract balance, or amount due for that major portion completed, less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens, judgments against Contractor which have not been suitably discharged. Payment for remaining items will be made upon their completion.
- 9.3 **Final Payment.** Upon final completion of the physical Work and acceptance of the Work in accordance with the General Conditions, Department shall pay the remainder of the Contract Price as recommended by Engineer.

#### ***ARTICLE 10 - No Estimate on Contractor's Noncompliance***

It is further agreed that so long as Contractor has not complied with any lawful or proper direction concerning the work or material given by Department, Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished until Contractor has fully and satisfactorily complied with such direction.

#### ***ARTICLE 11 - Delays, Inefficiencies, and Interference***

Contractor agrees to make no claim for any consequential damages attributable to any delays, or act in the performance of this contract which are not directly occasioned by any act or omission to act by the State or any of its representatives. In the event Contractor completes the work prior to the contract completion date set forth in the proposal, Contractor hereby agrees to make no claim for extra costs due to delays, interferences or inefficiencies in the performance of the work.

- 1) Contractor further agrees that it has included in its bid prices for the various items of the contract any

additional costs for delays, inefficiencies, or interferences affecting the performance or scheduling of contract work caused by, or attributable to, the following instances:

- a) The work or the presence on the Site of any third party, including but not limited to that of other contractors or personnel employed by the State, or by other public bodies, by railroad, transportation or utility companies or corporations, or by private enterprises, or any delay in progressing such work by any third party.
- b) The existence of any facility or appurtenance owned, operated, or maintained by any third party.
- c) The act, or failure to act, of any other public or governmental body, including, but not limited to, approvals, permits, restrictions, regulations or ordinances.
- d) Restraining orders, injunctions, or judgments issued by a court.
- e) Any labor boycott, strike, picketing or similar situation.
- f) Any shortages of supplies or materials required by the contract work.
- g) Any situation which was, or should have been within, the contemplation of the parties at the time of entering into the contract.

#### ***ARTICLE 12 - Postponement, Suspension or Termination***

- 12.1 Department shall have the right to postpone, suspend or terminate this Contract in whole or in part for the convenience of Department. If, after termination for cause of Contractor it is determined that no cause existed for termination of Contractor, such termination shall be deemed to have been made for the convenience of Department.
- 12.2 If this Contract is terminated by Department for convenience or cause, Department shall make payment on an equitable basis for all work performed in accordance with the Contract Documents prior to termination in accordance with paragraphs 12.3 and 12.4 below.
- 12.3 If this contract is terminated for cause, no payment shall be made for anticipated profit on unperformed work or services. Additionally, Department may adjust any payment due to Contractor at the time of termination to account for any additional costs to Department because of Contractor's default.
- 12.4 If this contract is terminated for convenience, payment shall be made for any services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor which had become firm prior to the termination.
- 12.5 Upon termination of this Contract under this Agreement, Department may take over the work or may award or negotiate a contract with another party to complete work required by these Contract Documents.
- 12.6 Termination for Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

12.7 Suspension of Work (for Non-Responsibility): The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

### ***ARTICLE 13 - Completion of Physical Work and Final Acceptance***

The time within which Department may bring an action on the Contract against Contractor shall be computed from the date of completion of the physical Work. In accordance with Section 138-a of the State Finance Law, Contractor shall notify Department in writing that the physical Work has been completed. The date of completion must be no more than thirty days prior to the date of the notice. This notice must be delivered personally or by either registered or certified mail, return receipt requested to the exact address given below.

**Mr. Gerard W. Burke, Section Chief**  
**NYSDEC - Division of Environmental Remediation**  
**Remedial Bureau E, Section A**  
**625 Broadway, 12<sup>th</sup> Floor**  
**Albany, NY 12233-7017**

If Department disagrees with the date set forth in the notice, it will so advise Contractor in writing within 30 days of receipt of the notice. This notice will be delivered by either registered or certified mail, return receipt requested to Contractor's address as shown in this Agreement.

If Department accepts Contractor's date of completion of physical Work, Department's final acceptance of work shall be as of that date.

When, in the opinion of Department, Contractor has fully performed the physical Work under the Contract, Department shall notify Contractor in writing of final acceptance.

### ***ARTICLE 14 - Final Payment***

After the final acceptance of the work, Engineer shall prepare a final agreement of the work performed and the materials placed and shall compute the value of such work and materials under and according to the terms of the contract. This agreement shall be certified, as to its correctness, by Engineer and submitted for final approval to Department. The Representative of Department designated in the Contract Documents shall have the right to reject the whole or any portion of the final agreement, should the said certificate of Engineer be found or known to be inconsistent with the terms of the agreement or otherwise improperly given and upon failure of Contractor to provide requested documentation including but not limited to that regarding payment of wages, suppliers or subcontractors. All certificates upon which partial payments may have been made being merely estimates, shall be subject to correction in the final certificate or final agreement.

### ***ARTICLE 15 - Disposition of Documents and Data***

Upon final acceptance of work under this Contract or termination of this Contract pursuant to this Agreement, or upon written demand of Department, Contractor shall promptly deliver or otherwise make available to Department all data, drawings, reports, estimates, and such other information and materials as may have been accumulated by Contractor in performing this Contract.

All documents and data are to be submitted in electronic format to the Engineer and Department. The

Engineer/Department will not approve a final report unless, and until, all documents and data generated in support of that report have been submitted in accordance with the electronic submission protocols. Information on the format of data submissions can be found at: <http://www.dec.ny.gov/chemical/62440.html>. Information on document submissions can be found at: <http://www.dec.ny.gov/regulations/2586.html>.

### ***ARTICLE 16 - Applicable Law; Jurisdiction; Service of Legal Process***

Contractor agrees:

- 16.1 That this Agreement is subject to and governed by all applicable federal and New York State law.
- 16.2 To procure all necessary licenses and permits.
- 16.3 To voluntarily and irrevocably submit to the jurisdiction of a New York State Court of competent jurisdiction, to resolve any dispute or controversy arising out of this Contract.
- 16.4 That the venue of any action at law or in equity commenced against Department arising out of a Project in one of Department's regions, shall be in the county in that Region where Department regional headquarters is located.
- 16.5 That the service of legal process or any notices in connection with a dispute or controversy arising out of this Contract, by United States registered mail, postage prepaid, addressed to the Designated representative of Department at the address stated in the Contract. Documents shall constitute good and valid service of process upon Engineer.
- 16.6 To waive any defense based on or alleging lack of jurisdiction, improper venue, or invalid service, if there is compliance with paragraphs 16.3 and 16.4 in this Article.
- 16.7 This Contract may be presented in court as conclusive evidence of the foregoing agreement.

### ***ARTICLE 17 - Sales and Use Tax Exemption***

Contractor represents that this project has been bid in such a manner that Department has full advantage of available exemptions from sales and compensating use taxes. Accordingly, Contractor agrees to make all payment requests in a manner which affords Department full advantage of such exemptions. Further, Contractor agrees to complete and to require all subcontractors and material men to complete a Contractor Exempt Purchase Certificate in the name of the New York State Department of Environmental Conservation, which shall be furnished to all persons, firms or corporations from whom they purchase materials, equipment or supplies which are tax exempt by reason of the fact that they will be sold to Department, or will be used as an integral component in the construction, rehabilitation, or improvement of any structure of building required by the Contract Documents.

Contractor agrees to maintain and keep, and to contractually require all subcontractors and material men to maintain and keep, records relating to the tax exemption of material, equipment and Supplies for a period of six years. The six year period shall commence to run as of the date of final payment.

### ***ARTICLE 18 - Effective Date***

This Agreement and all Contract Documents shall take effect as of the date it is approved and filed by the Comptroller.

## ***ARTICLE 19 – Vendor Responsibility***

The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us). Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.

## ***ARTICLE 20 – Encouraging Use of New York State Business in Contract Performance***

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, proteges or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged; to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract?  Yes  No

If yes, identify New York State businesses that will be used and attach identifying information

***ARTICLE 21 - Contract Price***

The maximum payment which Department shall pay to Contractor, and which Contractor agrees to accept as full payment for its work under this Contract, is the total of:

Bid \$ \_\_\_\_\_

Plus change order(s)

IN WITNESS WHEREOF, representatives of the Department and the Contractor have executed this Contract on the day and year written beneath their respective signatures. The signatory for the Department provides the following Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

***FOR DEPARTMENT***

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

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

Date: \_\_\_\_\_

***FOR CONTRACTOR***

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

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

Date: \_\_\_\_\_

***Approved as to Form:***

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

**For Attorney General**

Date: \_\_\_\_\_

***Approved:***

**Thomas P. DiNapoli  
State Comptroller**

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

Date: \_\_\_\_\_

**This contract is not effective until it is approved by the State Comptroller and filed in his office (Section 112, State Finance Law).**

(CORPORATE ACKNOWLEDGMENT WITH SEAL)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
to me known, who being duly sworn, did depose and say that (s)he resides in \_\_\_\_\_, New York;  
that (s)he is \_\_\_\_\_ (*title*) of \_\_\_\_\_ (*firm*) the  
corporation described in and which executed the above instrument; that (s)he knows the seal of said corporation; that the seal  
affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation  
and that (s)he signed his(her) name thereto by like order.

Seal

\_\_\_\_\_  
Notary Public

(CORPORATE ACKNOWLEDGMENT WITHOUT SEAL)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_,  
to me known, who being duly sworn, did depose and say that (s)he resides in \_\_\_\_\_, New York; that  
(s)he is an officer of \_\_\_\_\_ (*firm*); namely, the \_\_\_\_\_  
(*title*) of \_\_\_\_\_ (*firm*); that (s)he is authorized by the governing body of said corporation to  
sign contracts; and that (s)he did sign the foregoing instrument on behalf of, and with authority to bind said corporation.

\_\_\_\_\_  
Notary Public

(CO-PARTNERSHIP ACKNOWLEDGMENT)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
to me known and known to me to be a member of \_\_\_\_\_, the firm described in and which  
executed the foregoing instrument, and (s)he acknowledged to me that (s)he subscribed the name of said firm thereto on  
behalf of said firm for the purpose therein mentioned.

Seal

\_\_\_\_\_  
Notary Public

(INDIVIDUAL ACKNOWLEDGMENT)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) s.s.:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me personally known, and known to me to be the individual described in, and  
who executed the foregoing instrument, and (s)he duly acknowledged to me that (s)he executed the same.

Seal

\_\_\_\_\_  
Notary Public

# **ATTACHMENT B**

*ADDENDUM No. 1*

**City of Newburgh Contact Tank at Washington Lake Filtration Plant  
Site No. 336022  
CONTRACT NO. D010238**

**Pre-Bid Meeting Sign In Sheet**

**CITY OF NEWBURGH CONTACT TANK**  
**AT WASHINGTON LAKE FILTRATION PLANT**  
 Site Number 336022, Contract D010238  
 Attendance Sheet for  
 Pre-Bid Meeting - August 2, 2016

Name	Firm/Company Name & Address	Telephone	Fax	Email
Al Rath	Franklin Company	718 762-5200	718 359-7481	arath@franklincompany.com
Jamie Howard	DN Tanks	917-836-2544	781 224 5196	jamie.howard@dn tanks.com
Mike Mugford	DN Tanks	781 224 5151	781 224 5196	MIKE.MUGFORD@DN TANKS.COM
John Bushek	ENWD	845-561-6080		jbushek@cityofnewburgh-ny.gov
Steven Dudle	Preload LLC Hauppauge, NY	845 664-4371	631 231-8881	SDudle@preload.com
KEVIN O'DONOHUE	CAL MART ENTERPRISES, INC	845- 638-1330	845-638- 1384	KODONOHUE@CALMARTENTERPRISES.COM
JOE FOGARTY	Lockwood Remediation Tech	518. 769-0000		jfofarty@LRT-LLC.NET
Chris Meeney	Jorrey Excavating Inc.	845- 692-2755	845 692-7386	mjoirey@aol.com
RICH GEERTS	HAMPTON-CLAYE, INC. wbr DEZ	845-926- 2901		RGEERTS@HCVALB.COM
Richard Canten	Koester Associates/Dutch Land	201/446- 0485	913-492 9581	rich@koestrasoc.com

**Bid**  
**New York State Department of Environmental Conservation**  
**Project Number: D010238, NYS Site Number: 338022**

<i>Payment Item Number</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>		<i>Total Amount (\$)</i>
				<i>Words</i>	<i>Figures</i>	
<b>Lump Sum Items</b>						
LS-1	Contact Tank Construction	Lump Sum	1			
LS-2	Stored Piping Materials	Lump Sum	1			
<b>Unit Price Items</b>						
UP-1	Bedrock Excavation and Disposal	Cubic Yards	500			
UP-2	Select Granular Fill Backfill	Cubic Yards	1,000			

GRAND TOTAL OF BID \_\_\_\_\_ \$ \_\_\_\_\_  
Words Figures

**TABLE OF CONTENTS**  
**SECTION XI – SUPPLEMENTARY SPECIFICATIONS**

<u>Document or Section Number</u>	<u>Name or Description</u>	<u>Initial Page</u>
 <u>SPECIFICATIONS</u>		
 <u>DIVISION 01 – GENERAL REQUIREMENTS</u>		
01 11 13	Summary of Work .....	01 11 13-1
01 14 16	Coordination with Owner’s Operations .....	01 14 16-1
01 14 19	Use of Site .....	01 14 19-1
01 25 00	Substitution Procedures .....	01 25 00-1
01 26 00	Contract Modification Procedures .....	01 26 00-1
01 29 73	Schedule of Values .....	01 29 73-1
01 29 76	Progress Payment Procedures .....	01 29 76-1
01 31 13	Project Coordination .....	01 31 13-1
01 31 19.13	Pre-Construction Conference .....	01 31 19.13-1
01 31 19.23	Progress Meetings .....	01 31 19.23-1
01 31 26	Electronic Communication Protocols .....	01 31 26-1
01 32 16	Progress Schedule .....	01 32 16-1
01 32 33	Photographic Documentation .....	01 32 33-1
01 33 00	Submittal Procedures .....	01 33 00-1
01 35 23	Safety Requirements .....	01 35 23-1
01 35 29	Contractor’s Health and Safety Plan .....	01 35 29-1
01 35 44	Spill Prevention Control and Countermeasures Plan .....	01 35 44-1
01 35 73	Delegation of Professional Design.....	01 35 73-1
01 41 28	Confined Space Entry Permit .....	01 41 28-1
01 42 00	References.....	01 42 00-1
01 45 29.13	Testing Laboratory Services Furnished by Contractor .....	01 45 29.13-1
01 45 33	Code-required Special Inspections and Procedures .....	01 45 33-1
01 45 53	Cleaning, Testing and Disinfecting Hydraulic Structures .....	01 45 53-1
01 51 05	Temporary Utilities.....	01 51 05-1
01 52 11	Engineer’s Field Office .....	01 52 11-1
01 52 13	Contractor’s Field Office and Sheds.....	01 52 13-1
01 55 13	Access Roads and Parking Areas.....	01 55 13-1
01 55 26	Maintenance and Protection of Traffic .....	01 55 26-1
01 57 05	Temporary Controls .....	01 57 05-1
01 57 33	Security .....	01 57 33-1
01 58 00	Project Identification and Signs .....	01 58 00-1
01 61 00	Common Product Requirements .....	01 61 00-1

01 62 00	Product Options .....	01 62 00-1
01 65 00	Product Delivery Requirements .....	01 65 00-1
01 66 00	Product Storage and Handling Requirements .....	01 66 00-1
01 71 23	Field Engineering.....	01 71 23-1
01 71 33	Protection of the Work and Property .....	01 71 33-1
01 73 19	Installation .....	01 73 19-1
01 73 24	Connections to Existing Facilities .....	01 73 24-1
01 73 29	Cutting and Patching .....	01 73 29-1
01 74 05	Cleaning.....	01 74 05-1
01 75 11	Checkout and Startup Procedures .....	01 75 11-1
01 77 19	Closeout Requirements .....	01 77 19-1
01 77 23	Post-final Inspection .....	01 77 23-1
01 78 23	Operations and Maintenance Data .....	01 78 23-1
01 78 36	Warranties .....	01 78 36-1
01 78 39	Project Record Documents .....	01 78 39-1
01 78 43	Spare Parts and Extra Materials .....	01 78 43-1
01 79 13	System and Facility Performance Testing Procedures.....	01 79 13-1
01 79 23	Instruction of Operations and Maintenance Personnel .....	01 79 23-1

DIVISION 02 – EXISTING CONDITIONS – NOT USED

DIVISION 03 – CONCRETE – NOT USED

DIVISION 04 – MASONRY – NOT USED

DIVISION 05 – METALS – NOT USED

DIVISION 06 – WOOD, PLASTICS AND COMPOSITES – NOT USED

DIVISION 07 – THERMAL AND MOISTURE PROTECTION – NOT USED

DIVISION 08 – OPENINGS – NOT USED

DIVISION 09 – FINISHES – NOT USED

DIVISION 10 – SPECIALTIES – NOT USED

DIVISION 11 – EQUIPMENT – NOT USED

DIVISION 12 – FURNISHINGS – NOT USED

DIVISION 13 – SPECIAL CONSTRUCTION – NOT USED

DIVISION 14 – CONVEYING EQUIPMENT – NOT USED

DIVISION 21 – FIRE SUPPRESSION – NOT USED

DIVISION 22 – PLUMBING – NOT USED

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING – NOT USED

DIVISION 25 – INTEGRATED AUTOMATION - NOT USED

DIVISION 26 – ELECTRICAL

26 00 05 Electrical Work ..... 26 00 05-1

DIVISION 27 – COMMUNICATIONS – NOT USED

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY – NOT USED

DIVISION 31 – EARTHWORKS

31 05 19 Geosynthetics for Earthwork ..... 31 05 19-1  
31 11 00 Clearing and Grubbing..... 31 11 00-1  
31 23 05 Excavation and Fill ..... 31 23 05-1  
31 23 16.26 Rock Removal..... 31 23 16.26-1  
31 37 00 Riprap..... 31 37 00-1

DIVISION 32 – EXTERIOR IMPROVEMENTS – NOT USED

DIVISION 33 – UTILITIES

33 05 05 Buried Piping Installation ..... 33 05 05-1  
33 16 13 Prestressed Concrete Aboveground Water Utility Storage Tanks (AWWA  
D110 Type III) ..... 33 16 33-1

DIVISION 34 – TRANSPORTATION – NOT USED

DIVISION 35 – WATERWAY AND MARINE - NOT USED

DIVISION 40 – PROCESS INTEGRATION

40 05 05 Exposed Piping Installation ..... 40 05 05-1  
40 05 06 Couplings, Adapters and Specials for Process Piping ..... 40 05 06-1  
40 05 07 Pipe Hangers and Supports ..... 40 05 07-1  
40 05 19 Ductile Iron Process Pipe..... 40 05 19-1  
40 05 53 Process Valves, Four-inch Diameter and Larger ..... 40 05 53-1

DIVISION 41 – MATERIAL PROCESSING AND HANDLING EQUIPMENT – NOT USED

DIVISION 42 – PROCESS HEATING, COOLING, AND DRYING EQUIPMENT - NOT USED

DIVISION 43 – PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT – NOT USED

DIVISION 44 – POLLUTION CONTROL EQUIPMENT – NOT USED

DIVISION 45 – INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT - NOT USED

DIVISION 46 – WATER AND WASTEWATER EQUIPMENT – NOT USED

DIVISION 48 – ELECTRICAL POWER GENERATION - NOT USED

++ END OF TABLE OF CONTENTS ++