



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

September 5, 2024

To: Terrence D. McCracken, Secretary to the Authority

From: Marc A. Bellacose, Distribution Engineer *MAB*

Subject: Cooperative Agreement
Royal Park Sports Complex
Town of Amherst
ECWA Project No. 202400067

Town of Amherst (Town) is planning construction of a new sports complex at 187 Royal Pkwy West. This necessitates an approximately 170 LF of 8-inch watermain extension along Queen Place. The project is located in the Authority's Direct Service Area and the watermain extension will be constructed by the Town, therefore, a Cooperative Agreement between the Town, Louis Del Prince & Sons, Inc. (Contractor), and the Authority, is required. The Cooperative Agreement was developed by Authority's Engineering and Law Departments.

Attached is the Cooperative Agreement for the Royal Park Sports Complex Project for the Board's consideration and, if approved, for the Chairman to execute.

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

Budget Information:

The project will be completed at no cost to the Authority.

MAB:jmf
Attachments
cc: L.Kowalski
M.Quinn
AMTN-761-2401

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract: _____ **Project No.:** 202400067
Project Description: Royal Park Sports Complex, 187 Royal Park West, Town of Amherst.

Item Description:


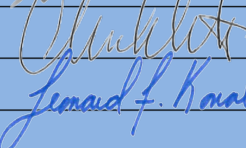
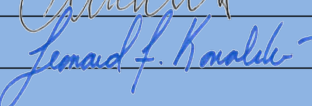


<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Professional Service Contract	<input type="checkbox"/> Amendment	<input type="checkbox"/> Change Order
<input type="checkbox"/> BCD	<input type="checkbox"/> NYSDOT Agreement	<input type="checkbox"/> Contract Documents	<input type="checkbox"/> Addendum
<input type="checkbox"/> Recommendation for Award of Contract	<input type="checkbox"/> Recommendation to Reject Bids		
<input type="checkbox"/> Request for Proposals			
<input type="checkbox"/> Other _____			

Action Requested:


<input checked="" type="checkbox"/> Board Authorization to Execute	<input checked="" type="checkbox"/> Legal Approval
<input type="checkbox"/> Board Authorization to Award	<input checked="" type="checkbox"/> Execution by the Chairman
<input type="checkbox"/> Board Authorization to Advertise for Bids	<input type="checkbox"/> Execution by the Secretary to the Authority
<input type="checkbox"/> Board Authorization to Solicit Request for Proposals	
<input type="checkbox"/> Other _____	

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Sr Distribution Engineer		Date: <u>9/9/2024</u>
<input checked="" type="checkbox"/> Chief Operating Officer		Date: <u>09/09/2024</u>
<input checked="" type="checkbox"/> Executive Engineer		Date: <u>9/9/2024</u>
<input type="checkbox"/> Director of Administration	_____	Date: _____
<input type="checkbox"/> Risk Manager	_____	Date: _____
<input checked="" type="checkbox"/> Chief Financial Officer		Date: <u>09/09/2024</u>
<input checked="" type="checkbox"/> Legal		Date: <u>9/9/2024</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority		Date: <u>9/10/2024</u>
--	--	------------------------

Remarks: Cooperative Agreement with Town of Amherst and Louis Del Prince & Sons, Inc.

Resolution Date: _____ **Item No:** _____

COOPERATIVE AGREEMENT

This Cooperative Agreement (“Agreement”) is made and entered into September 19, 2024 (“Effective Date”), among the following parties:

ERIE COUNTY WATER AUTHORITY
295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority” and

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

hereinafter referred to as the “Town” and

LOUIS DEL PRINCE & SONS, INC.
580 Cayuga Road
Cheektowaga, New York 14225

hereinafter referred to as the “Contractor.”

Recitals

WHEREAS, the Town has initiated a capital improvement project, known as the Royal Park Improvement Project, to develop Royal Park located at 187 Royal Parkway West in the Town (the “Project”);

WHEREAS, the Town will fund and construct an extension of the Authority’s existing water main, installing approximately 190 linear feet of new water main along Queens Place to service Royal Park (the “Water Main Project”); and

WHEREAS, the Authority’s Engineering Department has reviewed and approved the plans and specifications for the Water Main Project located within the Authority’s direct service area;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

ARTICLE 1
THE WATER MAIN PROJECT

1.01 The Town, through its Contractor, will install approximately 170 +/- linear feet of 8-inch ductile iron pipe (“DIP”) water main, and approximately 20 +/- linear feet of 4-inch DIP water main, as well as two (2) line valves, one (1) fire hydrant, one (1) 4-inch gate valve, two (2) 8-inch gate valves, and one (1) 4-inch gate service valve.

1.02 The installation of the Water Main Project will begin at the existing water main along Royal Parkway West and Queens Place and terminate at the service to 187 Royal Parkway West.

1.03 The installation of the Water Main Project will be as shown and noted on plans and drawings submitted by Wendel and dated April 12, 2024, and approved by the Authority’s Executive Engineer on July 2, 2024, a copy of which is attached to, and incorporated in, this Agreement as Appendix A.

1.04 During construction, the Town will perform resident inspection services and will immediately notify the Authority’s Executive Engineer, or his designated project engineer, of any unanticipated problems associated with the Water Main Project.

1.05 In accordance with the General Municipal Law § 103, the Town has solicited sealed bids and has awarded a construction contract to the Contractor, as the lowest responsible, responsive bidder for the Water Main Project.

ARTICLE 2
COSTS

2.01 All costs relative to the Water Main Project will be borne by the Town. The Authority will not bear any of the costs related to the Water Main Project.

ARTICLE 3
ACCEPTANCE OF THE WATER SYSTEM BY THE AUTHORITY

3.01 The Town shall arrange for water samples and bacterial tests to be taken and tested by an approved laboratory. The results shall be submitted to the Erie County Health Department for approval, and if all tests are satisfactory, the County Health Department shall submit a Certificate of Acceptance to the Authority.

3.02 Authority personnel shall direct the operation of valves on existing water mains during the required leakage and pressure tests and the disinfection of the water mains and appurtenances.

A. If the mains and appurtenances should fail the pressure or leakage tests, the necessary corrective measures shall be taken, and the tests repeated until satisfactory results are obtained.

- B. Upon completion of these tests, the mains shall be shut off and not placed into service until the County Health Department issues a Certificate of Acceptance, all legal and administrative requirements have been satisfied, and the work has been accepted by resolution of the Authority. The Authority will then turn on the mains, which have been accepted by the Authority, and service can begin.

3.03 Within four (4) weeks of the date the Erie County Health Department Certificate of Acceptance is received, and prior to both acceptance by the Authority and the date water service is begun, the Village and the Contractor shall provide the Authority with the following:

A. Performance/Maintenance bond.

1. A maintenance bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances. A sample performance/maintenance bond in a form acceptable to the Authority is attached and made a part of this Agreement as Appendix B.
2. Said bond shall cover a period of twenty-four (24) months following the completion of the installation of water mains and appurtenances. During this 24-month period, the Contractor agrees to maintain and repair the water mains and appurtenances accepted by the resolution of the Authority.
3. The completion date shall be established as the date of the acceptance of the work by resolution of the Authority.
4. If the Contractor defaults on its obligation, the Authority may seek to recover the cost of maintenance and repair from the carrier/surety of the maintenance bond.

B. Payment bond.

1. A payment bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances. A sample payment bond in a form acceptable to the Authority is attached and made a part of this Agreement as Appendix C.
2. The Contractor will provide said payment bond to insure all labor and materials supplied for the construction and installation of the water mains and appurtenances have been fully paid, ensuring the Authority accepts such water mains and appurtenances without liens or encumbrances.

3. Said bond shall cover a period of twelve (12) months following completion of the installation of water mains and appurtenances.
 4. The completion date shall be established as the date of acceptance of the work by resolution of the Authority.
- C. The Authority may review and verify the actual construction cost of the mains and appurtenances. The actual cost will be used to determine the amount of the maintenance and payment bonds mentioned above, and for all other legal and administrative purposes. The actual cost shall include the furnishing and installing of the pipe, valves, hydrants, paving and other appurtenances required to be completed before the work is accepted by resolution of the Authority.
- D. A statement, signed and sealed by the Town's Engineer and the Contractor, that all work involved in the installation of water mains and appurtenances was completed in accordance with plans and drawings approved by the Authority and in accordance with the Authority's specifications, that all valves, hydrants and appurtenances are in satisfactory operating condition and that the Town's Engineer provided full time resident inspection of the work.
- E. One (1) reproducible and electronic file AutoCad 2000 version on CD Rom or diskette record drawing, to a scale determined by the Authority, showing the constructed location of all mains with at least three readily identifiable ties to all fittings, valves and services. The record drawing shall be marked "As-Built" and bear the seal and license number of the Village's Engineer. The Town's Engineer shall certify by seal and signature that he has measured or has supervised the measurement of all dimensions shown on the "As-Built" drawing.
- F. A cost estimate and bill of sale to the Authority for the water mains and appurtenances installed. A completed "Schedule of Inventory" shall be attached to bill of sale on the form provided by the Authority.

3.04 Water service connections will be installed by the Town. The Town will arrange for the water service connection as well as meter installation and payment.

3.05 The Town shall notify the Authority when customer service is desired at the premises so that a meter can be installed. If the Town fails to notify the Authority that a meter should be installed, the Town shall be required to pay three (3) times the monthly minimum charge for the size of meter to be installed for each month or part thereof that water has been used at the premise. This period will be calculated from the date of issue of the Certificate of Occupancy or the date of sale by the Town of said premises, whichever is earlier, to the date the meter is installed. Meter installations will be in accordance with the provisions of Section 6.00 of the Authority's Tariff.

3.06 No hydrant shall be used for any purpose other than the extinguishing of fires, periodic tests of the fire protection system, or periodic drills by legally constituted fire companies,

unless written authorization is given by the Authority. The Authority shall be notified in advance of the time of all tests and drills, so that if desired, the Authority may have a representative present.

3.07 At the completion of all the work, labor and service as well as installation of all materials and after all the conditions hereinabove set forth are complied with to the satisfaction of the Authority, the Authority agrees to accept said water mains, hydrants, services, and other appurtenances.

3.08 Title to all water mains, hydrants, services, and appurtenances shall vest in the Authority and the Authority shall provide service to the Village in the same manner as if the mains were originally installed by the Authority.

3.09 The Authority reserves the right at any time, without notice to shut off the water in its mains to make repairs, extensions or for other purposes, and it is expressly agreed that the Authority shall not be liable for deficiency or failure in the supply of water, water pressure or for any damage caused thereby or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property, other than through the gross negligence of the Authority. In the interest of public health, the Authority will not permit its mains or services to be connected with any service pipe or piping which is connected with any other source of water supply not approved by the Department of Health of the State of New York.

3.10 It is mutually understood and agreed:

- A. The mains laid or to be laid pursuant to this Agreement shall be and remain the property of the Authority, its successors and assigns, and the Authority retains and shall have the right to extend any mains installed by it pursuant to the terms of the Agreement in or to other lands, streets or avenues, but the Village shall not by reason thereof be entitled to any repayment.
- B. Any authorized representative of the Authority shall have free access to the premises of the Village at any reasonable time for the purpose of reading the meter or inspecting said construction.
- C. Only a town, village or legally constituted water district is permitted to resell water supplied by the Authority except as provided in Section 11.05 of the Authority's Tariff.
- D. Water Service may be disconnected for the reasons enumerated in Section 2.32 of the Authority's Tariff.

ARTICLE 4 GENERAL PROVISIONS

4.01 *Independent Status*: Nothing contained in the agreement shall be constructed to render the Authority, the Town or the Contractor, employee or agent of the other, nor shall any party have authority to bind the other in any matter, other than set forth in this agreement. It is

intended that each party shall remain independent and separate from the other, and fully responsible for its own actions.

4.02 Insurance: The Contractor for the Water Main Project shall secure and maintain such insurance necessary to protect itself, the Town, and the Authority, from claims under the Workmen's Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or any person other than its employees; and from claims of damages because of injury to or destruction of property including loss of use resulting thereof in the amount as approved by the parties. The Contractor shall provide and maintain insurance certifying that each party is insured under the policy. The issuance of the insurance policy shall not release the Contractor from any claims in excess of the insurance coverage.

4.03 Indemnification:

- A. To the fullest extent permitted by law, the Town agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors, employees and agents may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Village, its officers, directors, employees and agents under this Agreement and those of its contractors or subcontractors or anyone for whom the Village is legally liable.
- B. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors, employees and agents may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Contractor, its officers, directors, employees and agents under this Agreement and those of its subcontractors or anyone for whom the Contractor is legally liable.
- C. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Town and/or the Contractor harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

4.04 Amendments and Modifications: No modification, amendment or changes in the Water Main Project shall be valid unless the Authority is given prior written notice by the Village and/or the Contractor and the Authority gives the Village and the Contractor prior written approval of same.

4.05 Notice: Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses stated above. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

4.06 Entire Agreement: This Agreement contains the entire Agreement between the parties relating to its subject matter. All prior or contemporaneous contracts, understandings and statements are merged herein.

4.07 Approval: This Agreement is subject to approval by the respective parties in accordance with the authority granted to each party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the Effective Date.

TOWN OF AMHERST

BRIAN J. KULPA, Supervisor

LOUIS DEL PRINCE & SONS, INC.

KENNETH A. DEL PRINCE, President

ERIE COUNTY WATER AUTHORITY

JEROME D. SCHAD, Chair

STATE OF NEW YORK)
) ss:
COUNTY OF ERIE)

On the ___ day of September, in the year 2024, before me personally came BRIAN J. KULPA, to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York, that he is the Supervisor of the Town of Lancaster, described in the above instrument, and he signed his name thereto by the authorization of the Town Board of the Town of Amherst pursuant to a duly enacted resolution.

Notary Public - State of New York

STATE OF NEW YORK)
) ss:
COUNTY OF ERIE)

On the ___ day of September, in the year 2024, before me personally came KENNETH DEL PRINCE, to me known, who being by me duly sworn, did depose and say that he resides in _____, New York; that he is President of LOUIS DEL PRINCE & SONS, INC., the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public - State of New York

STATE OF NEW YORK)
) ss:
COUNTY OF ERIE)

On this ___ day of September, 2024, before me personally came JEROME D. SCHAD, to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York, that he is the Chairman of the ERIE COUNTY WATER AUTHORITY, the corporation named in the foregoing indenture; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by a duly adopted resolution of the said Authority and that he signed his name thereto by like resolution.

Notary Public - State of New York

APPENDIX A
APPROVED PLANS & DRAWINGS



ROYAL PARK SPORTS COMPLEX

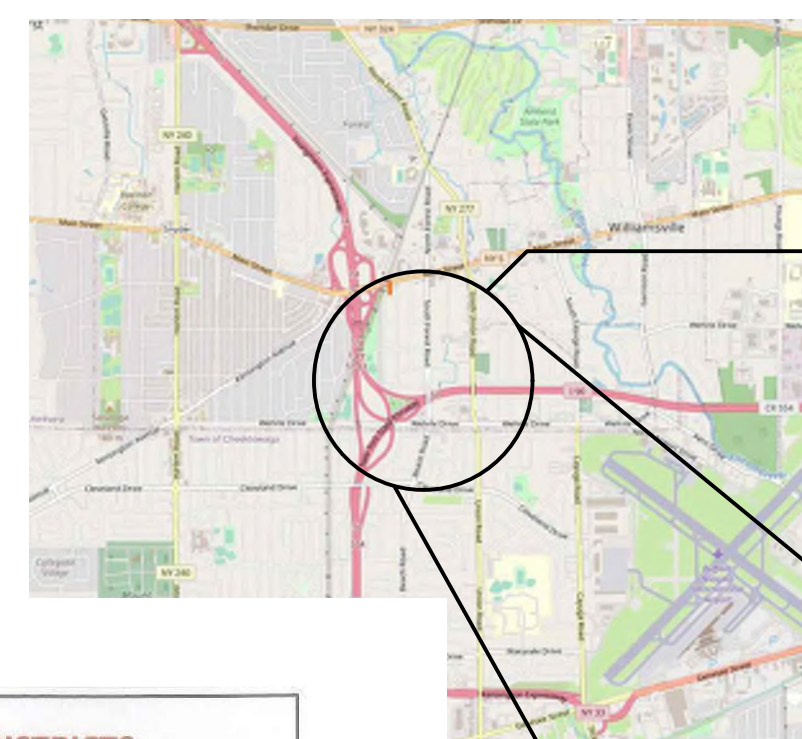
187 Royal Parkway West
Williamsville, NY 14221

CONSTRUCTION DOCUMENTS
April 12, 2024

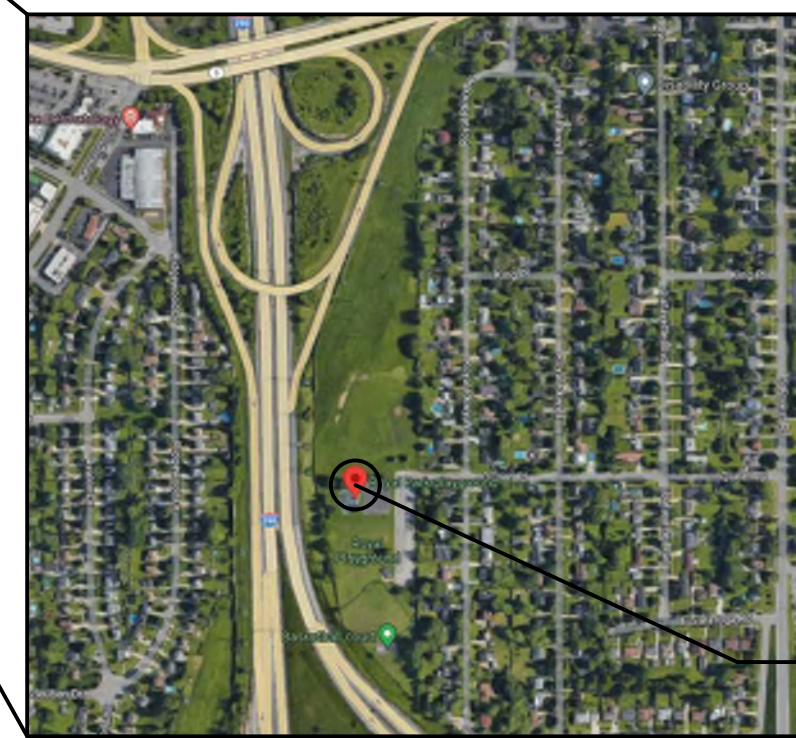


Centerpointe Corporate Park
375 Essjay Road, Suite 200
Williamsville, NY 14221
www.wendelcompanies.com
p:716.688.0766 tf:877.293.6335

Wendel Project No. 261341



SITE



PROJECT
LOCATION

DIRECT SERVICE WATER DISTRICTS

APPROVED NOT APPROVED ()
 APPROVED AS CORRECTED ()
 REVISE AND RESUBMIT ()

CHECKING OF THE DRAWINGS BY THE AUTHORITY ENGINEERS IS ONLY FOR THE PURPOSE OF ASCERTAINING COMPLIANCE WITH THE PHYSICAL ASPECTS OF GOOD WATER WORKS PRACTICES AND WITH CURRENT DISTRIBUTION SYSTEMS PLANNING.

ERIE COUNTY WATER AUTHORITY

BY Janet F. Kralick DATE 7/2/2024

THIS APPROVAL EXPIRES THREE YEARS FROM THE DATE OF APPROVAL

DRAWING INDEX

CS001 COVERSHEET	L510 WATERLINE DETAILS
V001 TOPOGRAPHIC SURVEY	L511 WATERLINE DETAILS
LANDSCAPE	L512 WATERLINE DETAILS
L001 GENERAL NOTES	L513 SANITARY SEWER DETAILS
L100 OVERALL SITE PREPARATION PLAN AND E&SC NOTES	L514 SANITARY SEWER DETAILS
L101 SITE PREPARATION, EROSION & SEDIMENT CONTROL PLAN	STRUCTURAL
L102 SITE PREPARATION, EROSION & SEDIMENT CONTROL PLAN	S001 STRUCTURAL NOTES AND ABBREVIATIONS
L103 SITE PREPARATION, EROSION & SEDIMENT CONTROL PLAN	S101 BUILDING FOUNDATION/SLAB ON GRADE PLAN AND DETAILS
L104 SITE PREPARATION, EROSION & SEDIMENT CONTROL PLAN	S102 BUILDING ROOF FRAMING PLAN AND DETAILS
L200 OVERALL SITE IMPROVEMENT PLAN	S300 TYPICAL DETAILS
L201 SITE IMPROVEMENT PLAN	ARCHITECTURAL
L202 SITE IMPROVEMENT PLAN	G001 TITLES & SYMBOLS
L203 SITE IMPROVEMENT PLAN	G100 CODE PLAN AND SYMBOLS
L204 SITE IMPROVEMENT PLAN	A101 FLOOR PLAN
L205 SITE IMPROVEMENT PLAN	A102 ENLARGED FLOOR PLANS
L206 PLAYGROUND ENLARGEMENT & DETAILS	A103 PRESS BOX PLANS AND ELEVATIONS
L210 SITE UTILITY PLAN	A150 ROOF PLAN
L211 SITE UTILITY PLAN	A301 ELEVATIONS
L300 OVERALL SITE GRADING & DRAINAGE PLAN	A350 BUILDING SECTIONS
L301 SITE GRADING & DRAINAGE PLAN	A401 WALL SECTIONS AND DETAILS
L302 SITE GRADING & DRAINAGE PLAN	A601 INTERIOR ELEVATIONS AND DETAILS
L303 SITE GRADING & DRAINAGE PLAN	A701 REFLECTED CEILING PLANS
L304 SITE GRADING & DRAINAGE PLAN	A901 WALL TYPES, SCHEDULES AND FINISH PLANS
L305 SITE GRADING & DRAINAGE PLAN	A920 DOOR AND WINDOW DETAILS
L306 DRAINAGE TABLES	PLUMBING
L400 OVERALL SITE PLANTING PLAN & PLANTING SCHEDULE	P001 SYMBOLS, NOTES AND ABBREVIATIONS
L401 SITE PLANTING PLAN	P101 FLOOR PLANS
L402 SITE PLANTING PLAN	P201 DETAILS AND SCHEDULES
L403 SITE PLANTING PLAN	MECHANICAL
L501 SITE DETAILS	M001 SYMBOLS, ABBREVIATIONS, GENERAL NOTES
L502 SITE DETAILS	M101 FIRST FLOOR PLAN, SECTIONS, DETAILS & SCHEDULES
L503 SITE DETAILS	ELECTRICAL
L504 SITE DETAILS	E001 ELECTRICAL SYMBOLS, ABBREVIATIONS & NOTES
L505 SITE DETAILS	E101 OVERALL ELECTRICAL SITE PLAN
L506 SITE DETAILS	E102 ELECTRICAL SITE PLAN
L507 STORM SEWER DETAILS	E103 ELECTRICAL SITE PLAN
L508 STORM SEWER DETAILS	E104 LOCKER BUILDING FIRST FLOOR PLAN - LIGHTING AND POWER SYSTEMS
L509 STORM SEWER DETAILS	E105 PRESS BOX PLAN AND DETAILS
	E401 ELECTRICAL DETAILS
	E402 ELECTRICAL DETAILS
	E501 ELECTRICAL SCHEDULES & SINGLE LINE DIAGRAM



CS001



TOWN OF AMHERST, NY

ROYAL PARK SPORTS COMPLEX

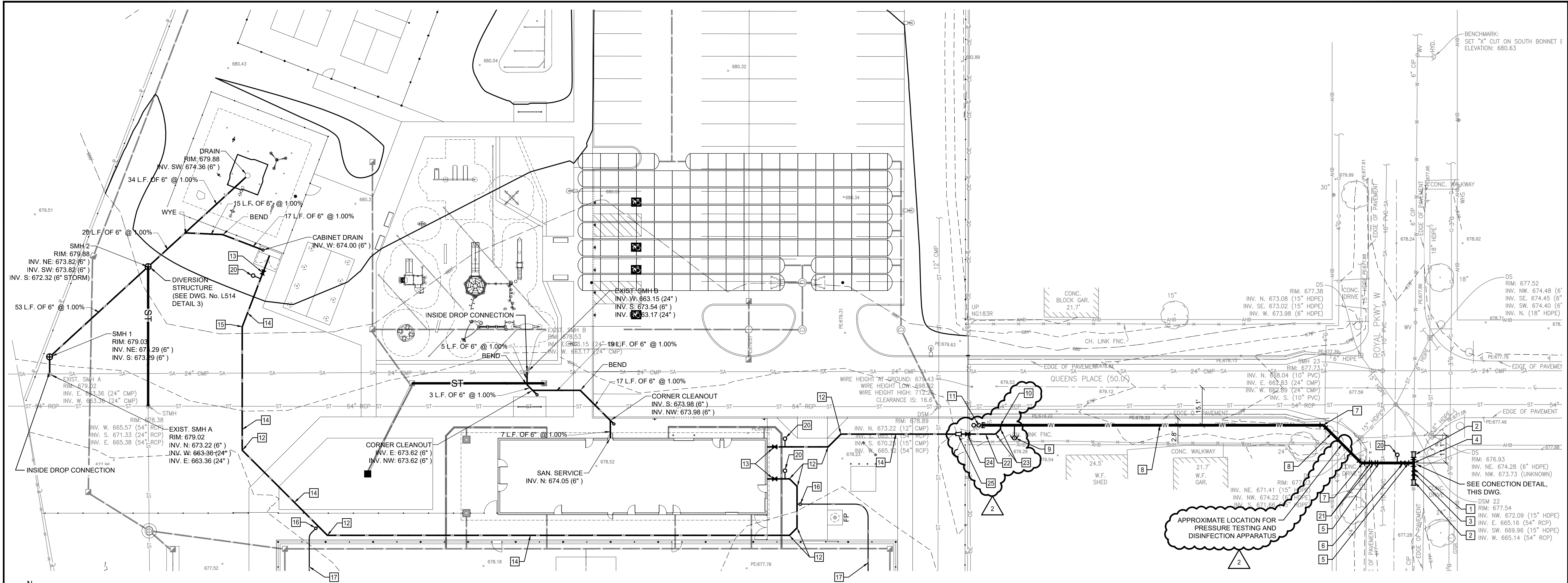
187 ROYAL PKWY W. WILLIAMSVILLE, NY 14221

TOA PROJECT No.: 2019.055

CONSTRUCTION DOCUMENTS



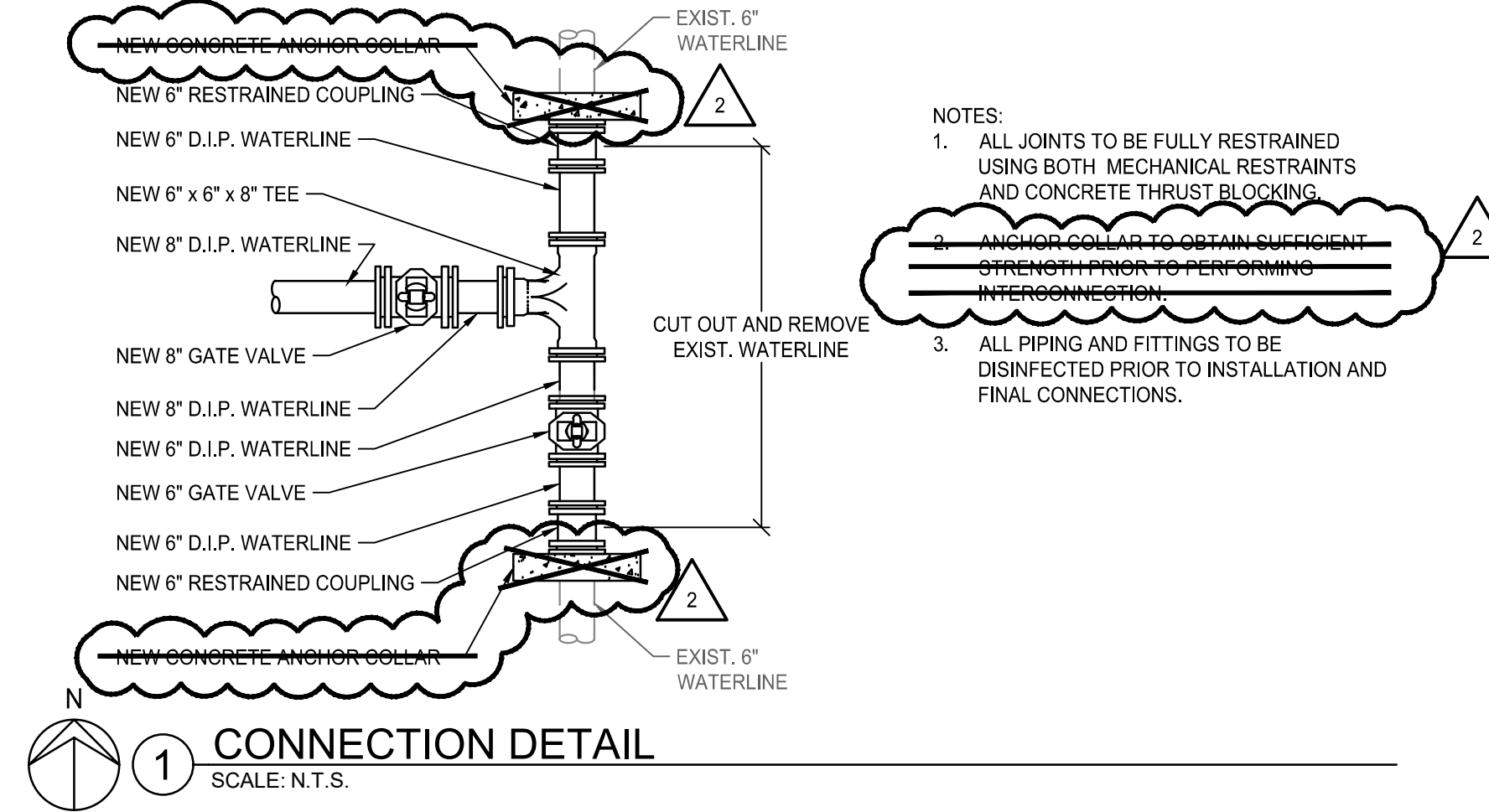
Centerpointe Corporate Park 375 Esjay Road, Suite 200 Williamsville, NY 14221 www.wendelcompanies.com p.716.688.0766 f.716.625.6825 WENDEL ARCHITECTURE, P.C



1 SITE PLAN SCALE: 1"=20'

GENERAL CONSTRUCTION NOTES:

- 1. ALL WATERLINE JOINTS SHALL BE MECHANICAL JOINT UNLESS OTHERWISE NOTED
2. ALL PIPE TO BE FULLY RESTRAINED



- NOTES:
1. ALL JOINTS TO BE FULLY RESTRAINED USING BOTH MECHANICAL RESTRAINTS AND CONCRETE THRUST BLOCKING.
2. ANCHOR COLLAR TO OBTAIN SUFFICIENT STRENGTH PRIOR TO PERFORMING INTERCONNECTION.
3. ALL PIPING AND FITTINGS TO BE DISINFECTED PRIOR TO INSTALLATION AND FINAL CONNECTIONS.

1 CONNECTION DETAIL SCALE: N.T.S.

UTILITY CONSTRUCTION NOTES:

- (NOT ALL NOTES APPLY TO THIS SHEET)
1. 6\"/>

DIRECT SERVICE WATER DISTRICTS
APPROVED MAB (x) NOT APPROVED ()
APPROVED AS CORRECTED () REVISE AND RESUBMIT ()
ERIE COUNTY WATER AUTHORITY
BY: [Signature] DATE: 7/2/2024
THIS APPROVAL EXPIRES THREE YEARS FROM THE DATE OF APPROVAL



NOTE: THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF THE ARCHITECT AND ENGINEER AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT AND ENGINEER. UNAUTHORIZED ALTERATION OR ADDITION TO ANY SURVEY, DRAWING, DESIGN, SPECIFICATION, PLAN OR REPORT IS PROHIBITED IN ACCORDANCE WITH STATE LAW, CODE AND RULES.

Table with columns: NO., REVISIONS, DATE. Row 1: 1, ASI #2, 05-20-2024. Row 2: 0, PERMIT SET, 05-20-2024.

SITE UTILITY PLAN

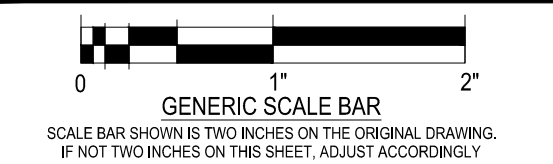


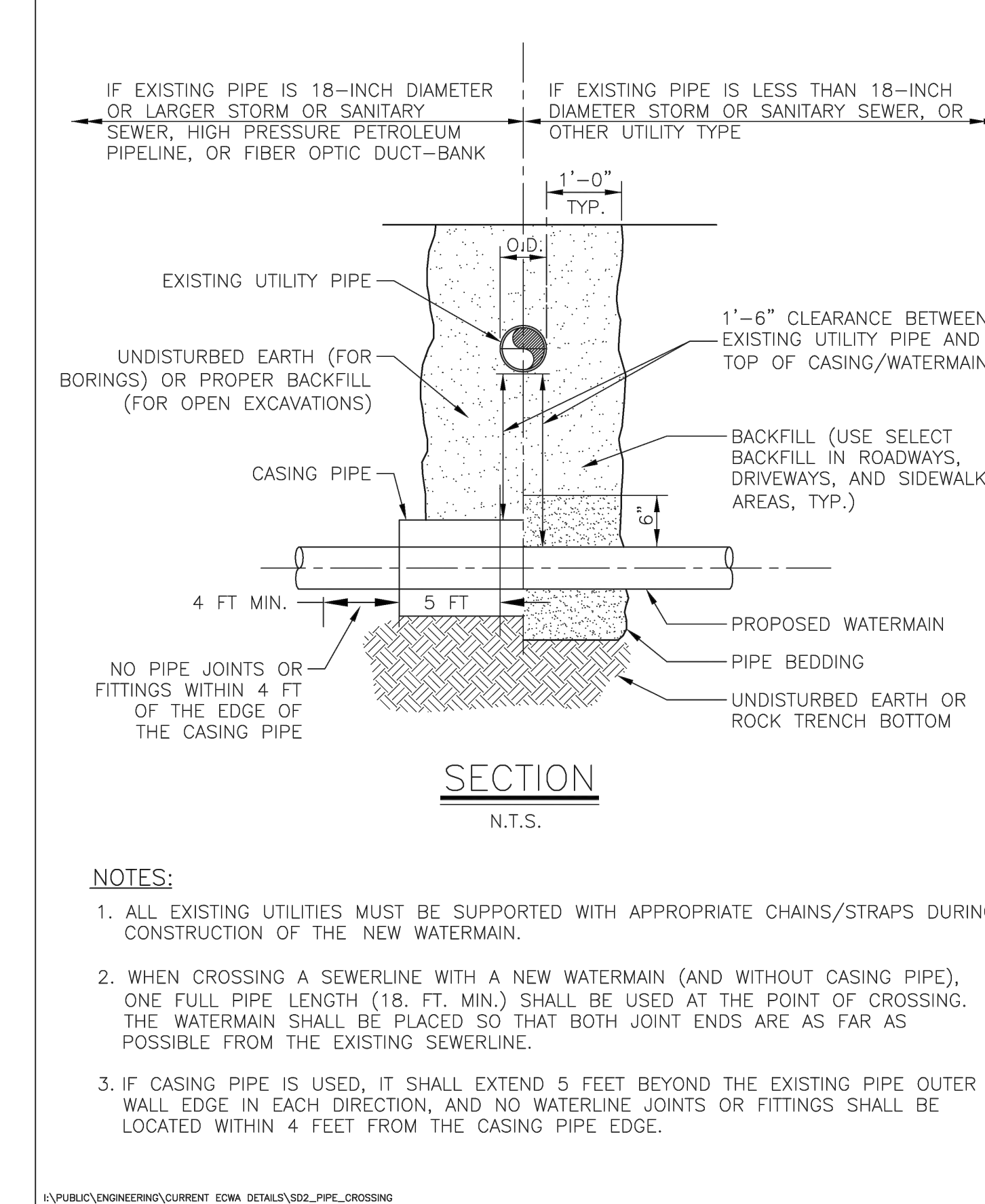
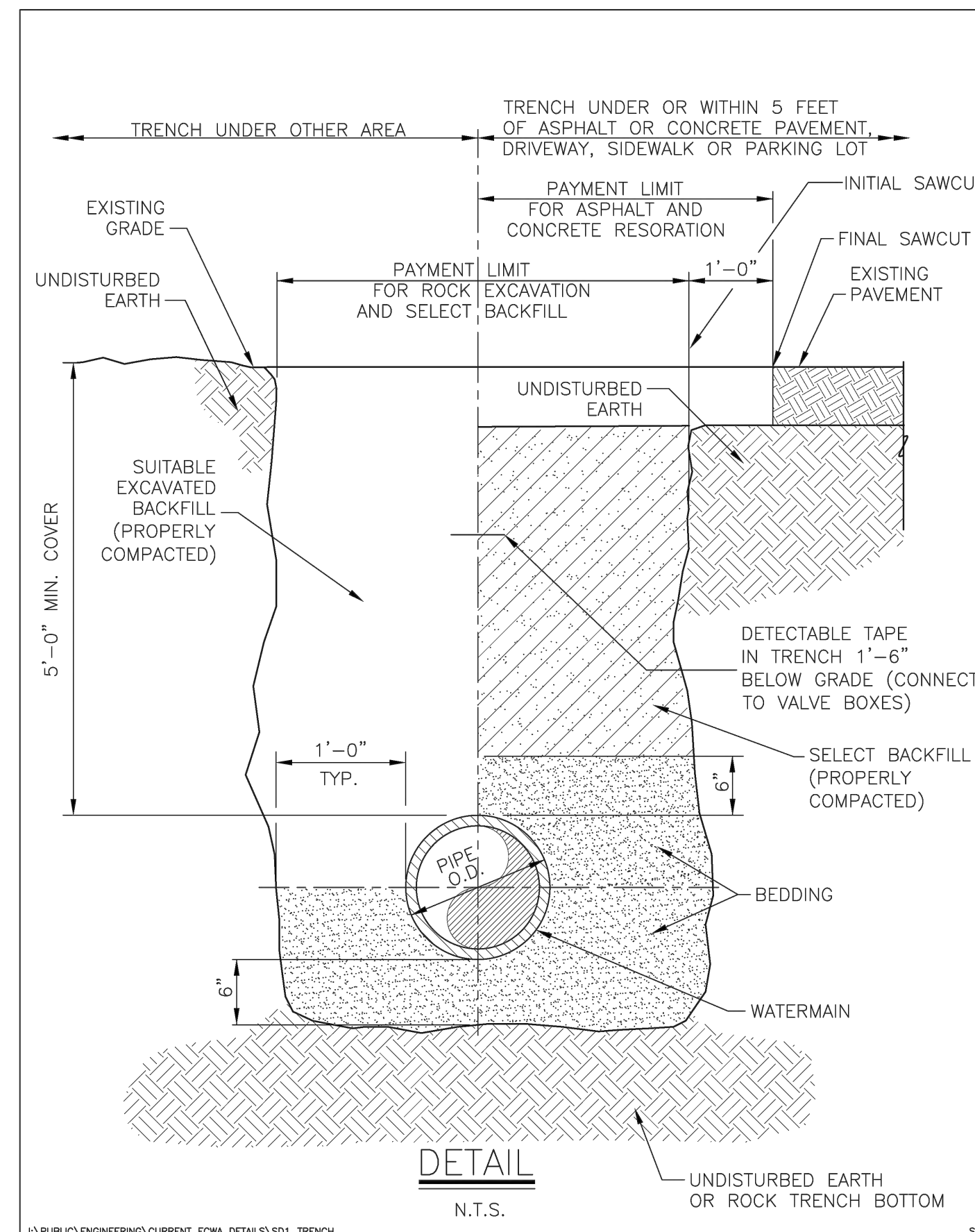
Table with columns: DATE, SCALE, DWN, PROJ. No., DWG. No.
DATE: 04-12-2024
SCALE: AS NOTED
DWN: DJY
PROJ. No.: 261341
DWG. No.:

L210

NOTES

- All elevations refer to USGS NAVD88 datum.
- The CONTRACTOR shall obtain necessary permits and furnish copies to the ENGINEER prior to commencing work.
- The CONTRACTOR work area shall be confined to the limits of the right-of-ways and easements. The CONTRACTOR shall obtain any additional easements or work releases should the CONTRACTOR require additional area to accommodate his operations.
- The CONTRACTOR shall provide maintenance and protection of traffic in accordance with the Erie County Highway Department standards and the NYSOT Manual of Uniform Traffic Control Devices.
- The locations and depths of existing underground utilities as shown on the plans and profiles are approximate. Other underground utilities not shown may be encountered. The CONTRACTOR shall perform test pits to verify the location and elevation of utilities at interconnections and crossings as shown, directed or required. The CONTRACTOR shall excavate in advance of the pipe laying operation and expose all existing underground utilities to prevent damage during construction and to determine required changes in grade necessary to install watermain to avoid conflicts.
- The CONTRACTOR shall install those measures required to limit erosion of areas disturbed by the work. Clearing shall be performed on an as needed basis, phased to reduce erosion and visual impact.
- Blasting will not be permitted.
- No more than one connection may be made to any existing watermain prior to testing, disinfection, and approval of the Waterline Installation Completed Works Approval Report(s) by the Erie County Water Authority and the Erie County Health Department.
- The Erie County Water Authority only shall operate existing valves and fire hydrants, including newly installed valves and fire hydrants that have been placed into service. The CONTRACTOR is advised that watertight conditions may not exist when existing valves are closed.
- The CONTRACTOR shall have all equipment, manpower, and materials required on site and ready for use prior to commencing any shut-down or removing any existing facilities from service. The CONTRACTOR shall notify all affected customers of any shut-down at least 48 hours in advance. The CONTRACTOR shall notify the appropriate fire stations 48 hours in advance prior to taking any fire hydrants out of service. Any fire hydrants not in service shall be bagged in burlap or plastic. Any shut-down shall be limited to 4 consecutive hours. It may be necessary to schedule shut-downs at night, weekends, or other off hours so as to not affect schools, businesses or other customers, as determined by the ENGINEER. Shut-down requests shall be submitted to the Erie County Water Authority a minimum of 5 business days in advance of the requested shut-down date.

- All watermain piping shall be installed with a minimum of 5'-0" of cover.
- All watermain piping shall be installed with a minimum of 1'-6" of vertical clearance and 10'-0" of horizontal clearance from sanitary and storm piping, measured from the outside of the pipes at the point of crossing.
- If the material at the design grade is unsuitable as determined by the ENGINEER, the CONTRACTOR, when ordered in writing, shall excavate additional material to the depth necessary and shall backfill to the proposed grade with the select granular material.
- The installation of the 90 degree bends in the watermain is not allowed, unless approved by the Erie County Water Authority.
- Thrust restraint for watermain piping through 12-inch diameter shall consist of thrust blocks and pipe joint restraint.
- The CONTRACTOR shall notify the owner of any utility pole in advance of any excavation work that will take place within 5'-0" of the utility pole. The CONTRACTOR shall include the cost of temporary pole support in the appropriate bid item. Where utility poles are required to be supported during construction, the CONTRACTOR shall make all necessary arrangements with the utility company.
- If materials are encountered during the construction that are suspected of being contaminated, the CONTRACTOR shall immediately notify the NYSDEC for direction regarding testing, separation, containment and disposal procedures.
- Existing fire hydrants removed during construction and not reinstalled as part of the work shall be returned to the Erie County Water Authority Service Center, 3030 Union Road, Cheektowaga.
- The CONTRACTOR shall place temporary pavement (consisting of hot mix asphalt or cold patch) in all trench excavations in traveled areas including roads, driveways, sidewalks, and parking areas.
- The CONTRACTOR shall not restrict school bus access.
- The use of existing fire hydrants for any reason is prohibited without prior approval of the Erie County Water Authority. This includes newly installed fire hydrants that have been placed into service.
- The CONTRACTOR shall submit procedures for testing and disinfection of the watermain to the ENGINEER for approval.
- The CONTRACTOR shall be present and assist in the Final Walk inspection. The CONTRACTOR shall provide sufficient personnel and equipment to demonstrate to the ENGINEER that all valves, fire hydrants and curb stops operate as required.

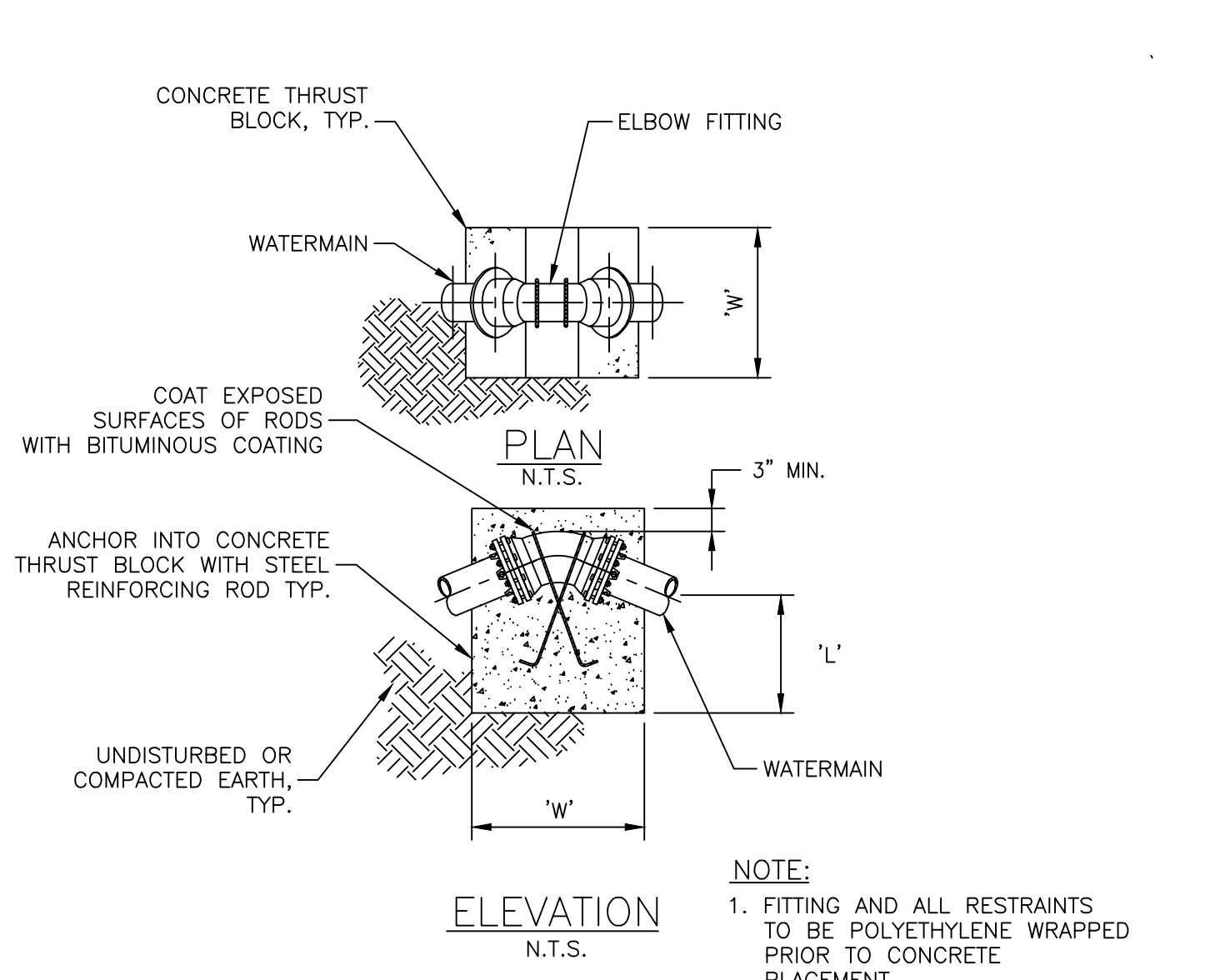
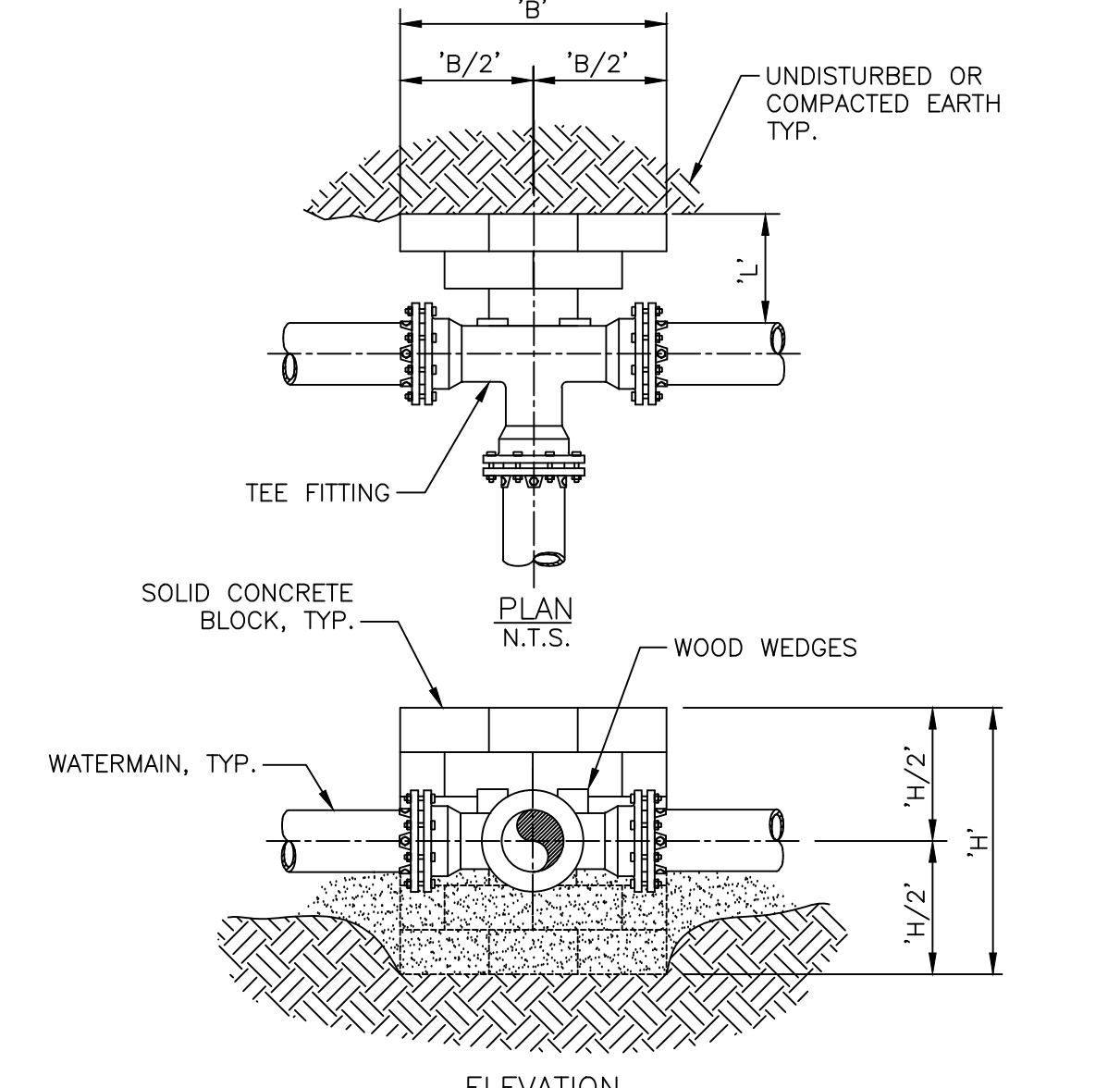
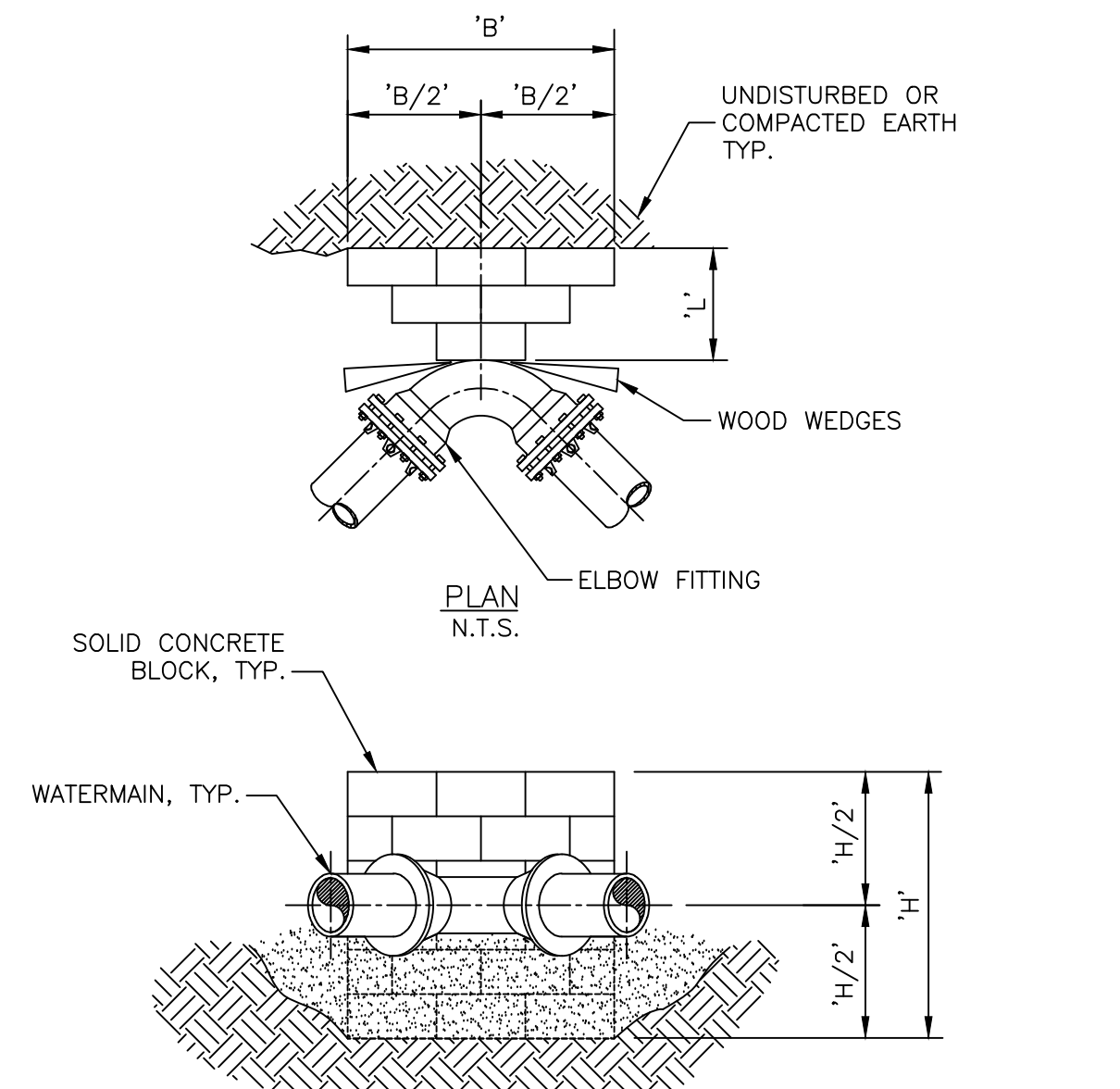
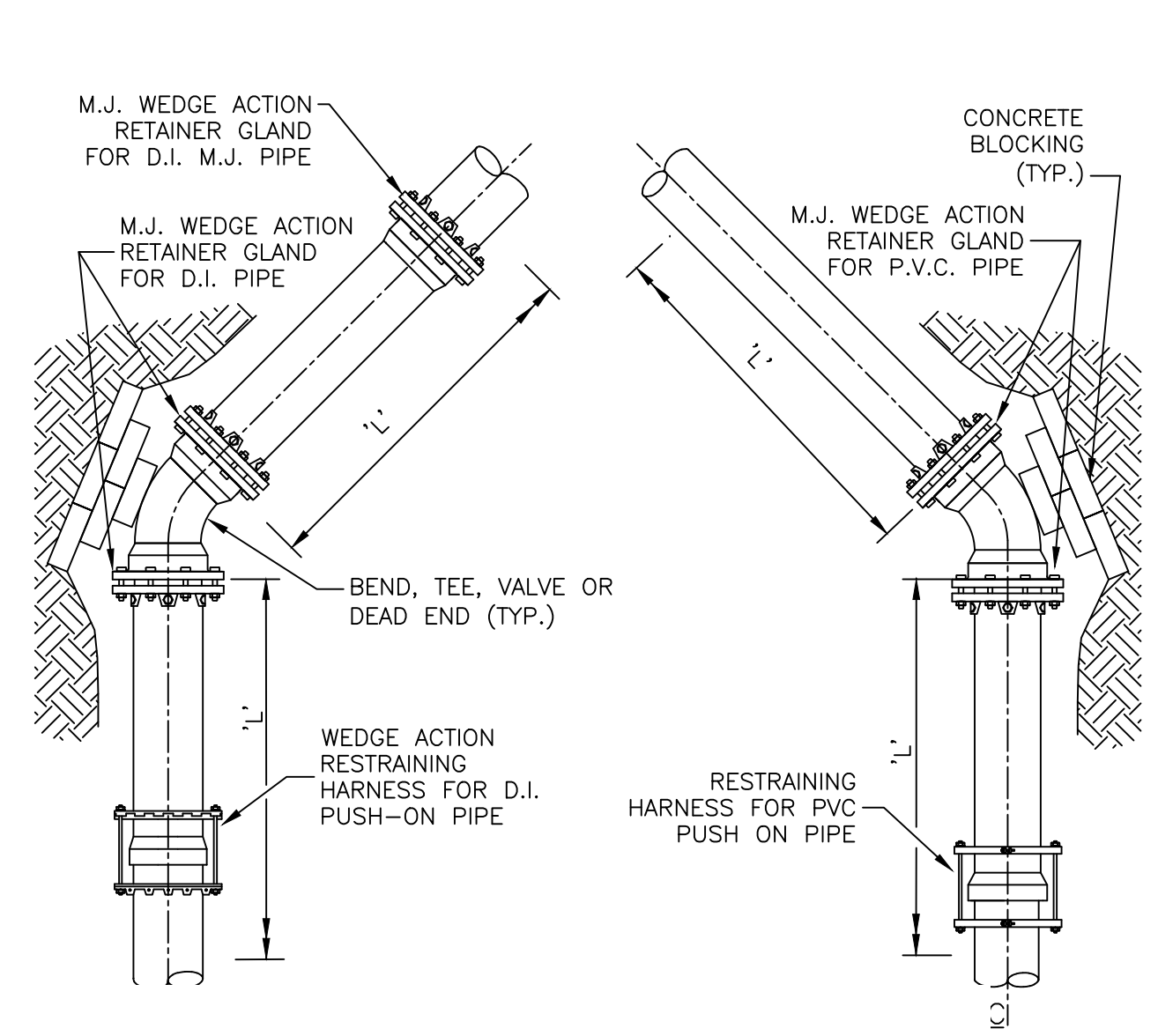


ERIE COUNTY WATER AUTHORITY BUFFALO, NEW YORK	STANDARD DETAIL GENERAL NOTES	SD29	
		DATE 3/05	REVISED 11/21

ERIE COUNTY WATER AUTHORITY BUFFALO, NEW YORK	STANDARD DETAIL GENERAL NOTES	DWG. NO. SD30	
		DATE 3/05	REVISED 10/21

ERIE COUNTY WATER AUTHORITY BUFFALO, NEW YORK	STANDARD DETAIL TRENCH THROUGH 16-INCH DIAMETER WATERMAIN	DWG. NO. SD1	
		DATE 4/28/92	REVISED 1/22

ERIE COUNTY WATER AUTHORITY BUFFALO, NEW YORK	STANDARD DETAIL PIPE CROSSING	DWG. NO. SD2	
		DATE 4/92	REVISED 8/21



PIPE SIZE (in)	11.25' ELBOW			22.5' ELBOW			45' ELBOW		
	'H'	'B'	'L'	'H'	'B'	'L'	'H'	'B'	'L'
3	0.3	0.4	0.3	0.4	0.6	0.6	0.6	0.9	1.1
4	0.4	0.6	0.4	0.6	0.8	0.9	0.8	1.2	1.4
6	0.6	0.9	0.7	0.8	1.2	1.3	1.2	1.7	2.2
8	0.8	1.2	0.9	1.1	1.7	1.7	1.5	2.3	2.9

BRANCH TEE SIZE (in)	11.25' ELBOW			22.5' ELBOW			45' ELBOW		
	'W'	'L'	VOL.(CY)	'W'	'L'	VOL.(CY)	'W'	'L'	VOL.(CY)
3	0.7	1.0	0.9	0.4	0.7	0.12	1/2"	0.5	0.8
4	0.9	1.4	1.2	0.5	0.8	0.22	1/2"	0.6	1.0
6	1.4	2.1	1.9	0.7	1.0	0.50	1/2"	0.9	1.3
8	1.8	2.8	2.5	0.8	1.3	0.89	1/2"	1.0	1.5

PIPE SIZE (in)	PIPE TYPE	11.25' ELBOW			22.5' ELBOW			45' ELBOW					
		'W'	'L'	VOL.(CY)	'W'	'L'	VOL.(CY)	'W'	'L'	VOL.(CY)			
3	DI/PVC	0.3	0.5	0.06	1/2"	0.4	0.7	0.12	1/2"	0.5	0.8	0.23	1/2"
4	DI/PVC	0.4	0.6	0.11	1/2"	0.5	0.8	0.22	1/2"	0.6	1.0	0.41	1/2"
6	DI/PVC	0.6	0.8	0.25	1/2"	0.7	1.0	0.50	1/2"	0.9	1.3	0.92	1/2"
8	DI/PVC	0.7	1.0	0.45	1/2"	0.8	1.3	0.89	1/2"	1.0	1.5	1.64	1/2"

NOTES:
1. FITTING TO BE POLYETHYLENE WRAPPED PRIOR TO BEDDING AND CONCRETE BLOCK PLACEMENT.

NOTES:
1. THRUST BLOCK REQUIRED FOR TEES, HYDRANT LATERAL TEES AND TAPPING SLEEVE INSTALLATIONS.
2. FITTING TO BE POLYETHYLENE WRAPPED PRIOR TO BEDDING AND CONCRETE BLOCK.

NOTE:
1. FITTING AND ALL RESTRAINTS TO BE POLYETHYLENE WRAPPED PRIOR TO CONCRETE PLACEMENT.

DIRECT SERVICE WATER DISTRICTS

APPROVED MAB (x) APPROVED AS CORRECTED ()
NOT APPROVED () REVISE AND RESUBMIT ()

CHECKING OF THE DRAWINGS BY THE AUTHORITY ENGINEERS IS ONLY FOR THE PURPOSE OF ASCERTAINING COMPLIANCE WITH THE PHYSICAL ASPECTS OF GOOD WATER WORKS PRACTICES AND WITH CURRENT DISTRIBUTION SYSTEMS PLANNING.

ERIE COUNTY WATER AUTHORITY

BY _____ DATE _____

THIS APPROVAL EXPIRES THREE YEARS FROM THE DATE OF APPROVAL

2 STANDARD DETAIL THRUST BLOCKS FOR HORIZONTAL BEND N.T.S.

3 STANDARD DETAIL THRUST BLOCKS FOR TEE N.T.S.

4 STANDARD DETAIL THRUST BLOCKS FOR VERTICAL NEND N.T.S.

TOWN OF AMHERST, NY

ROYAL PARK SPORTS COMPLEX

187 ROYAL PKWY W.
WILLIAMSVILLE, NY 14221

TOA PROJECT No.: 2019.055

CONSTRUCTION DOCUMENTS

wendel

Centerpointe Corporate Park
375 Esjay Road, Suite 200
Williamsville, NY 14221
www.wendelcompanies.com
p:716.688.0766 f:716.625.6825

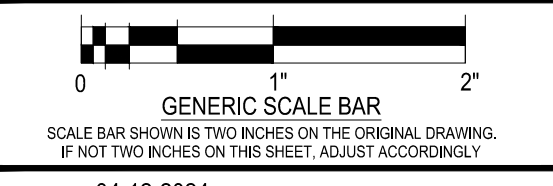
WENDEL ARCHITECTURE, P.C.



NOTE:
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF THE ARCHITECT AND ENGINEER AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT AND ENGINEER. UNAUTHORIZED ALTERATION OR ADDITION TO ANY SERVICE DRAWING, DESIGN, SPECIFICATION, PLAN OR REPORT IS PROHIBITED IN ACCORDANCE WITH STATE LAW, CODE AND RULES.

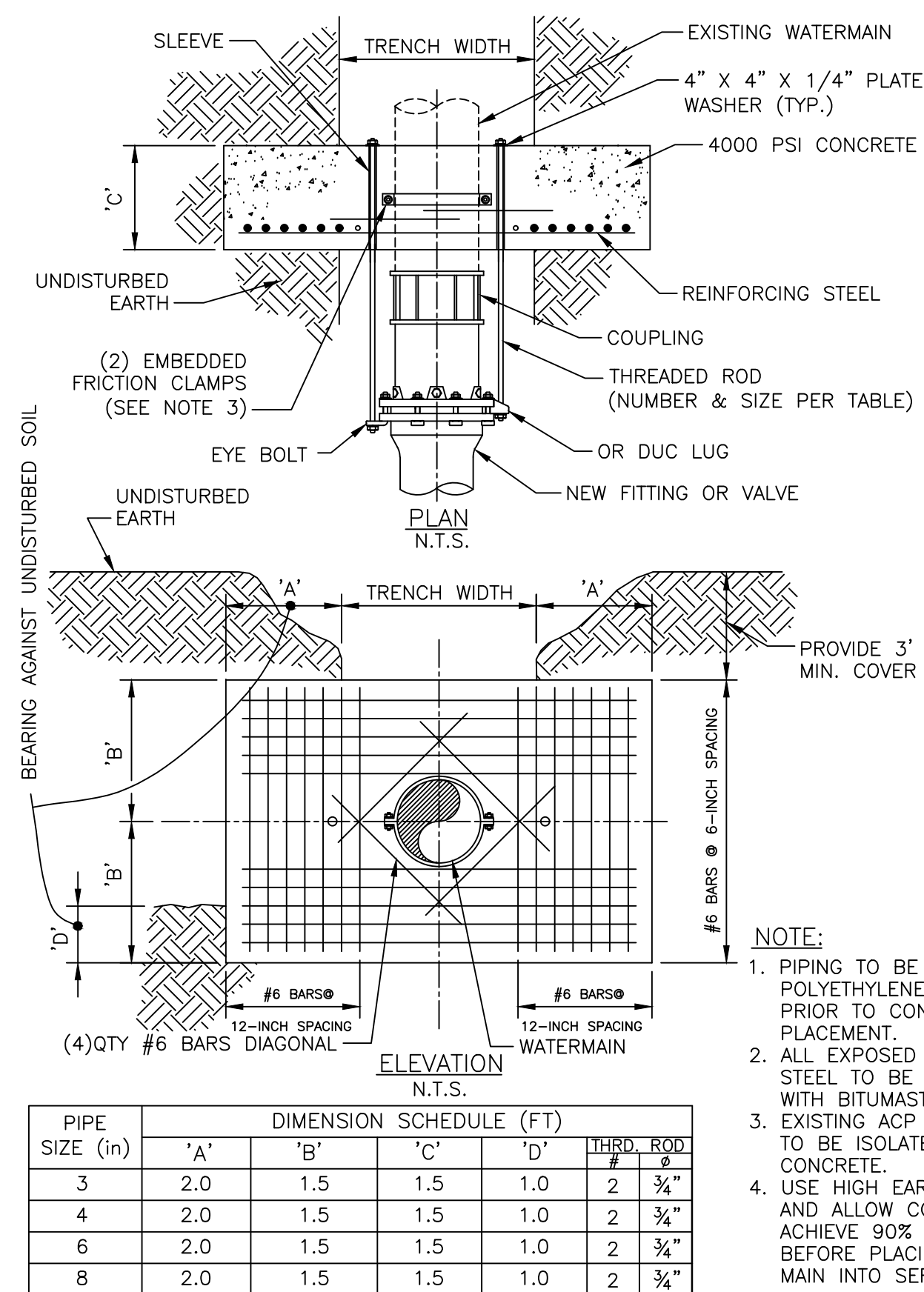
NO.	REVISIONS	DATE
0	PERMIT SET	05-20-2024

WATERLINE DETAILS

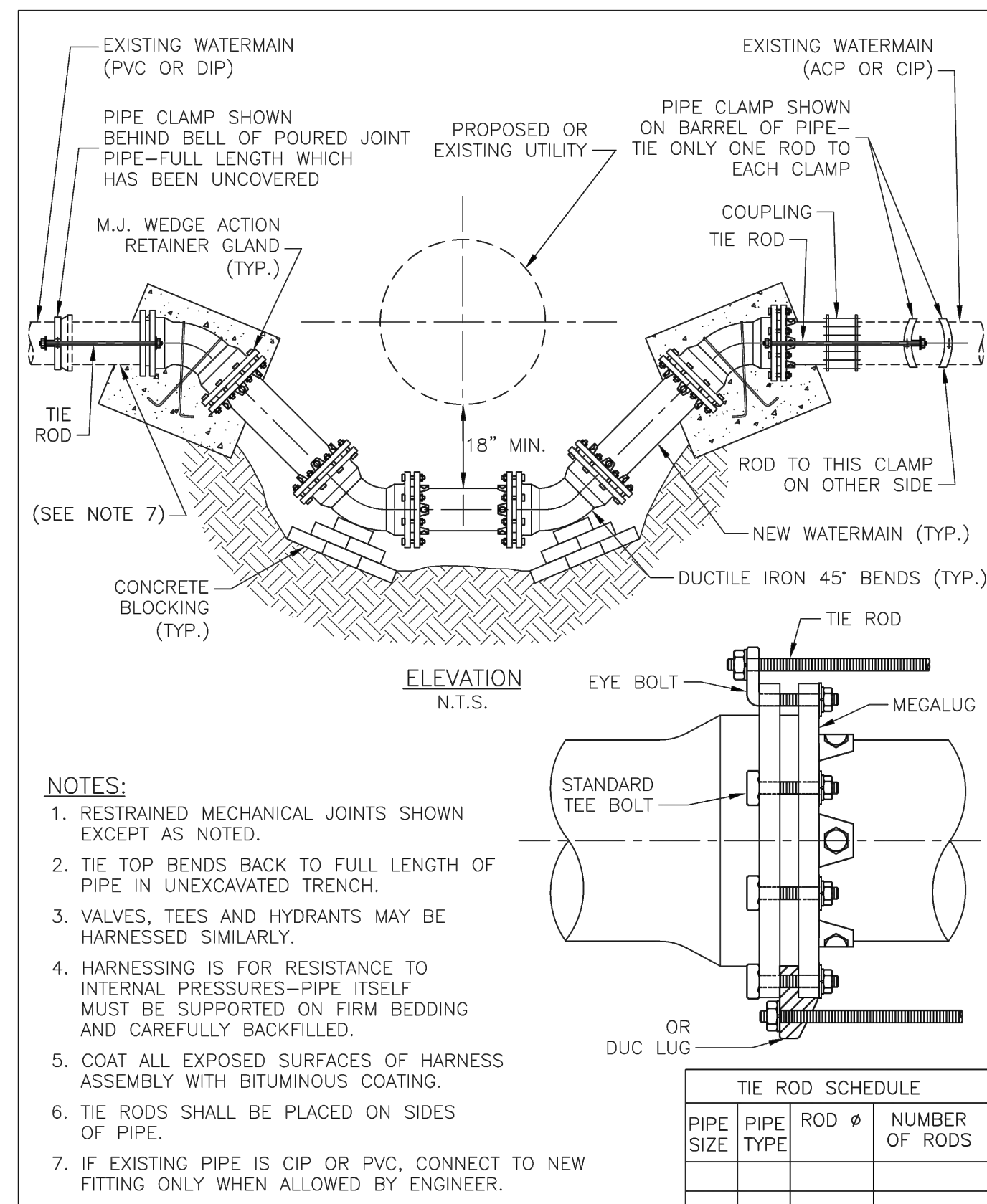


DATE	04-12-2024
SCALE	AS NOTED
DWN	DJY
CHK	CHK
PROJ. No.	261341
DWG. No.	

L510



PIPE SIZE (in)	DIMENSION SCHEDULE (FT)				THRD. ROD #	ROD Ø
	'A'	'B'	'C'	'D'		
3	2.0	1.5	1.5	1.0	2	3/4"
4	2.0	1.5	1.5	1.0	2	3/4"
6	2.0	1.5	1.5	1.0	2	3/4"
8	2.0	1.5	1.5	1.0	2	3/4"

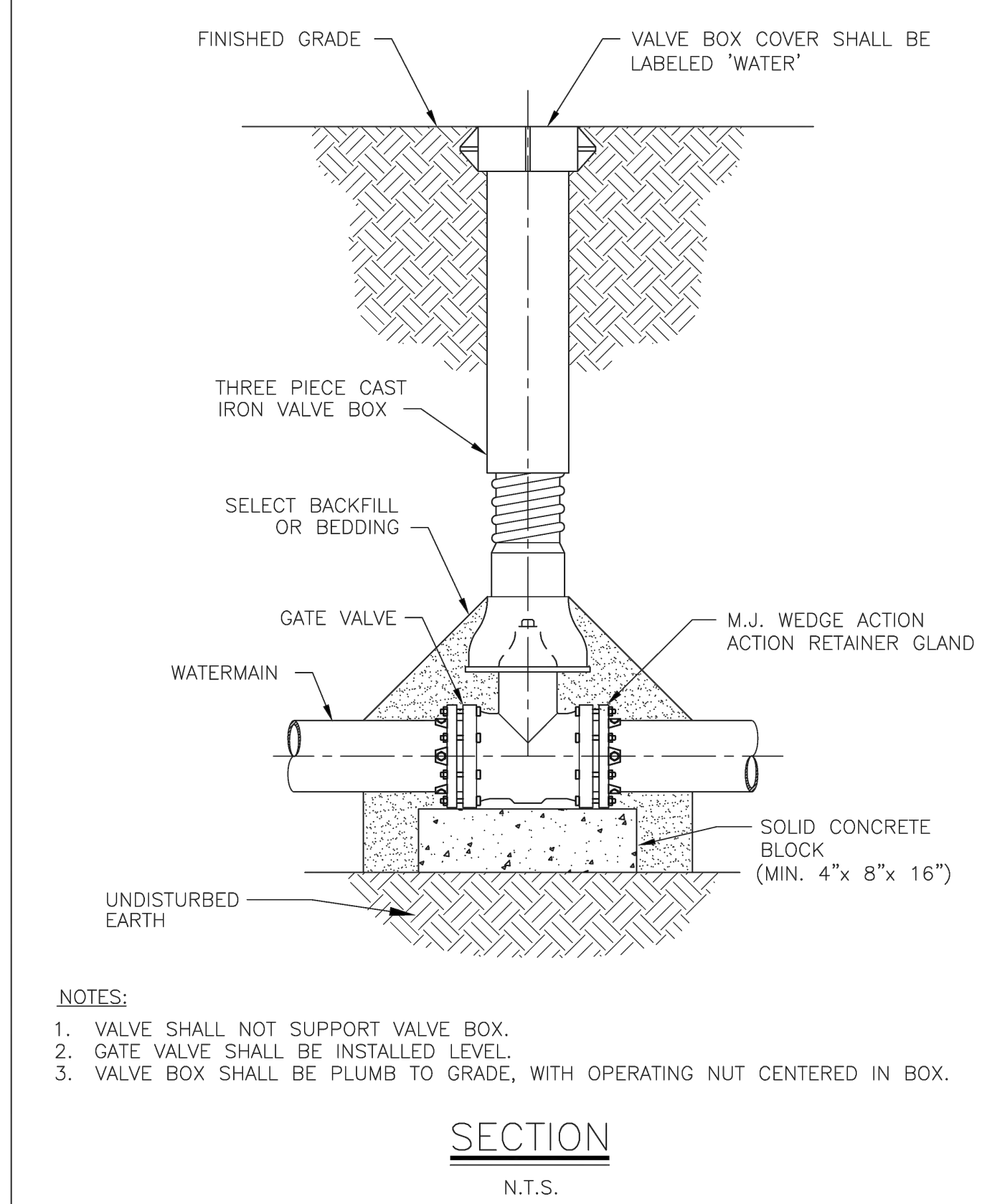


TIE ROD SCHEDULE	
PIPE SIZE	NUMBER OF RODS
3"	2
4"	2
6"	2
8"	2

ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK

STANDARD DETAIL HARNESSING DETAILS—INSTALL OFFSET IN EXISTING WATERMAIN

DWG. NO. SD10
DATE 6/00
REVISED 7/16

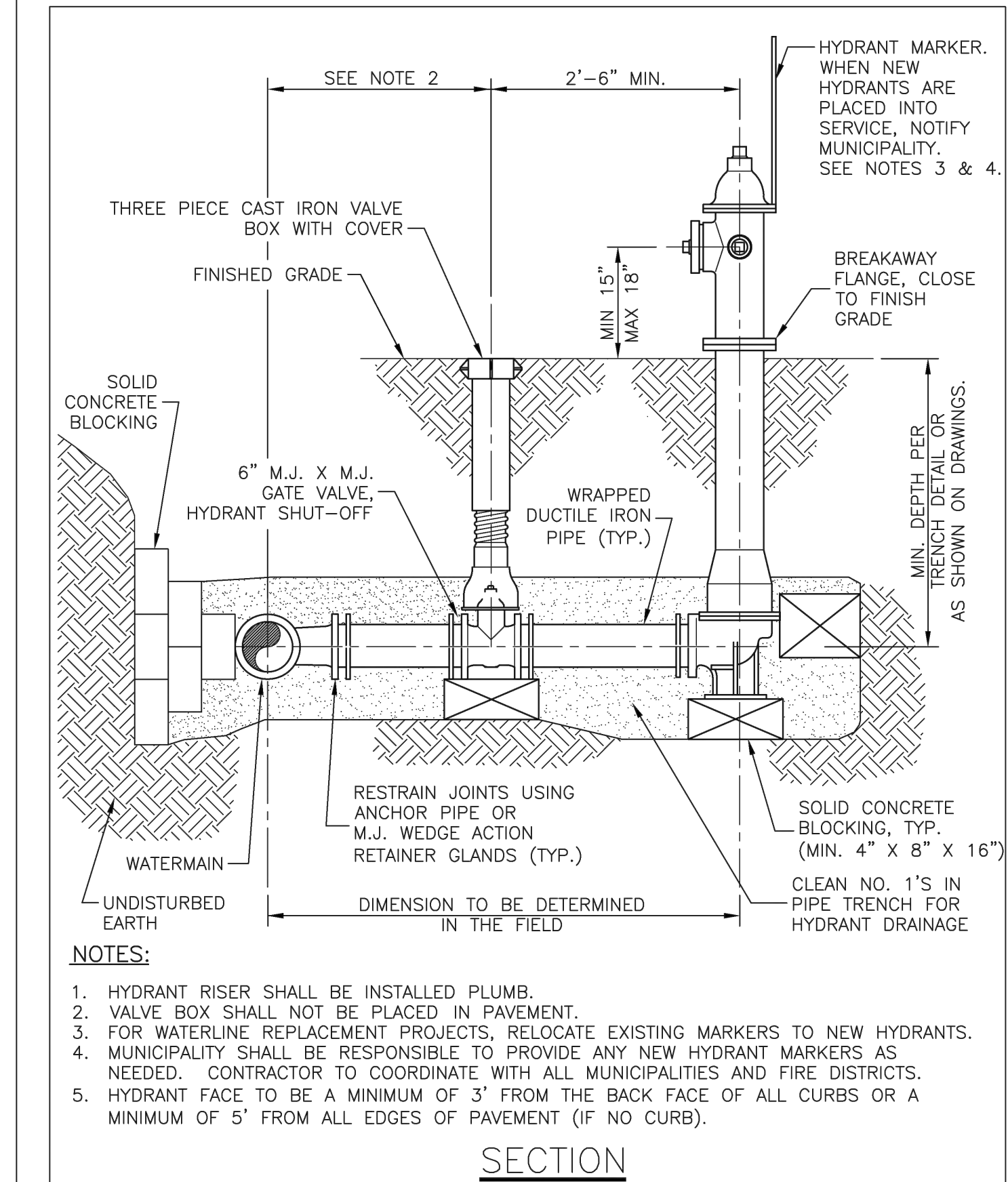


SECTION N.T.S.

ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK

STANDARD DETAIL GATE VALVE SETTING

DWG. NO. SD11
DATE 4/28/92
REVISED 02/17

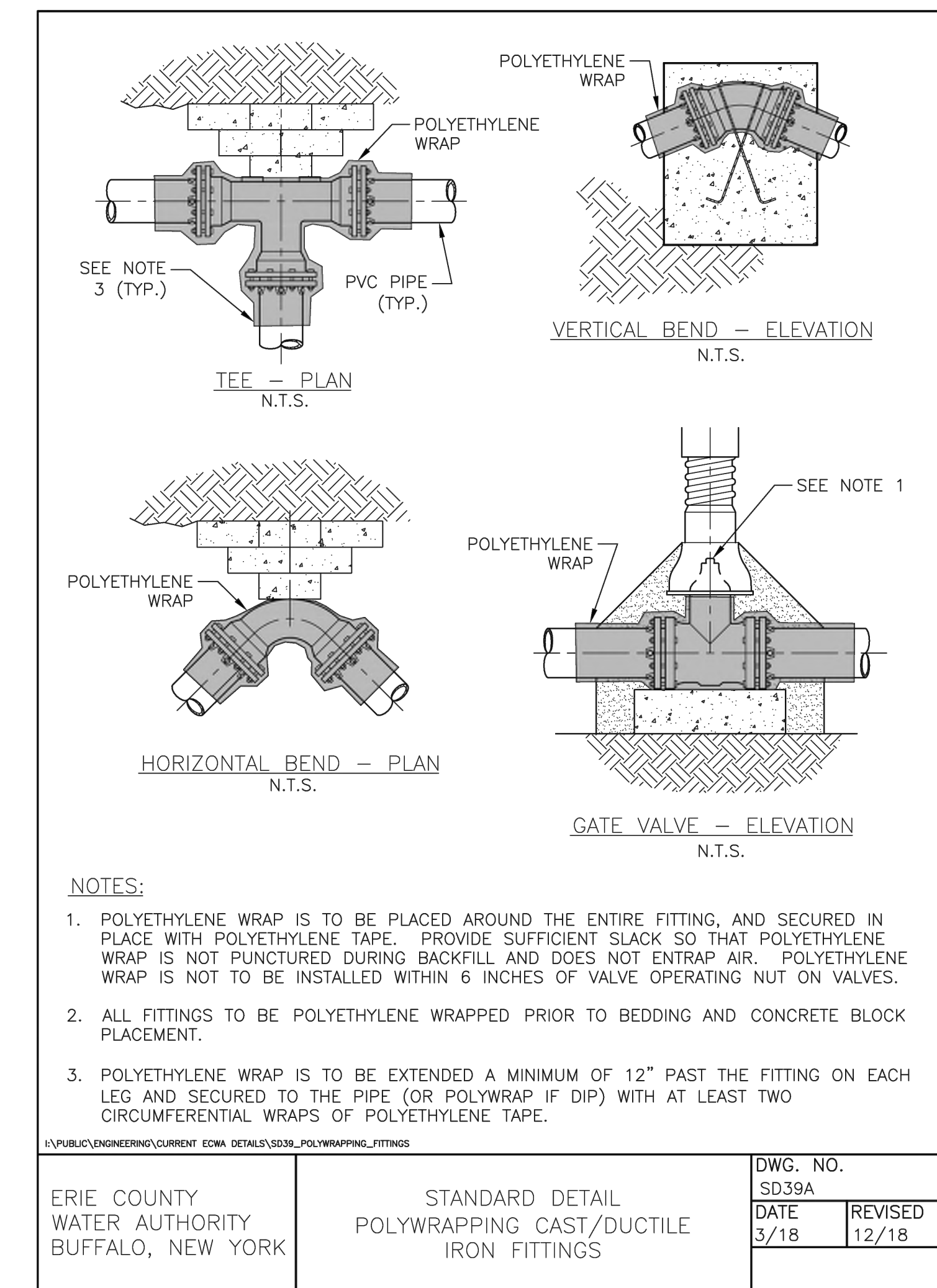


SECTION N.T.S.

ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK

STANDARD DETAIL FIRE HYDRANT INSTALLATION

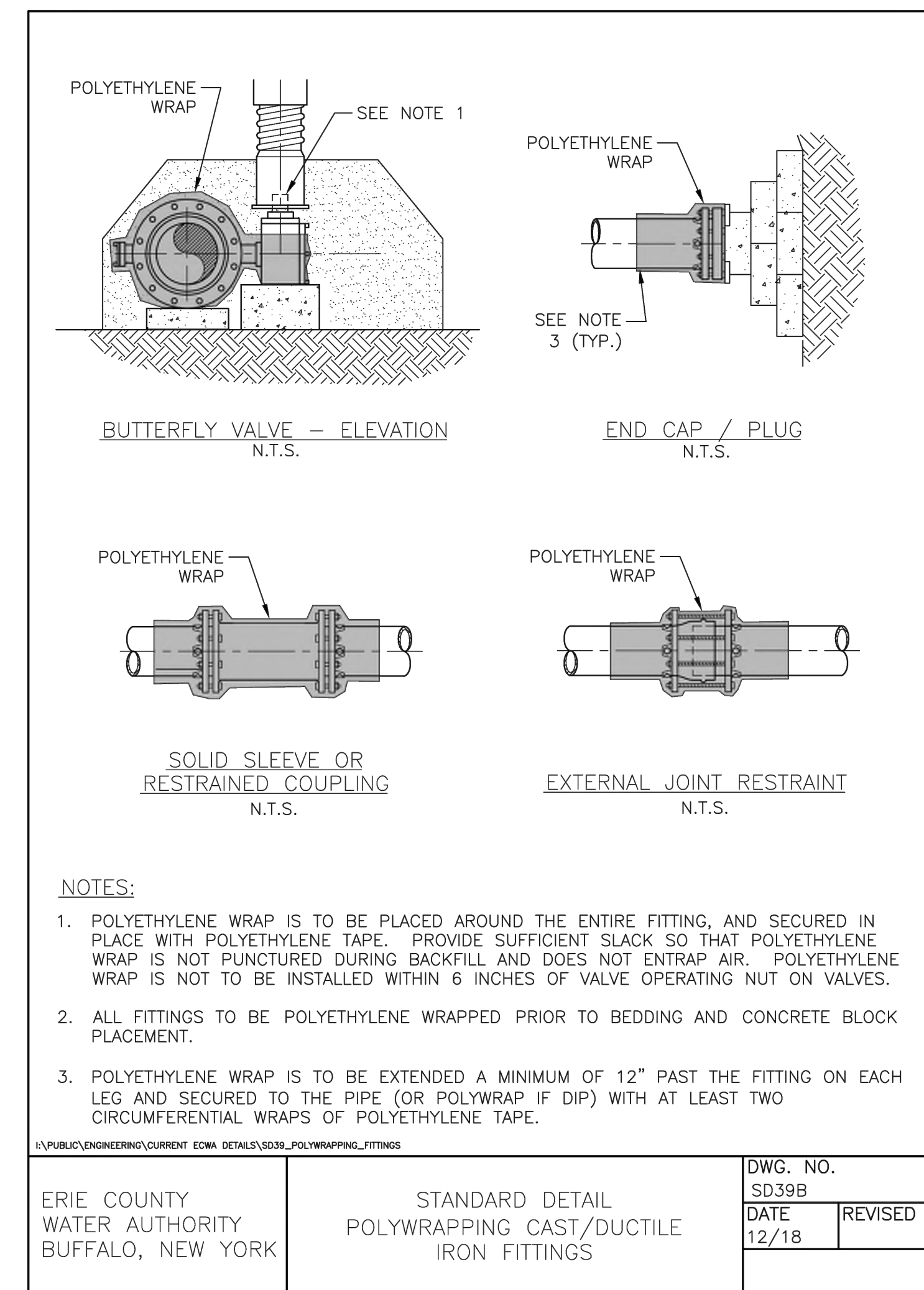
DWG. NO. SD13
DATE 6/00
REVISED 1/22



ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK

STANDARD DETAIL POLYWRAPPING CAST/DUCTILE IRON FITTINGS

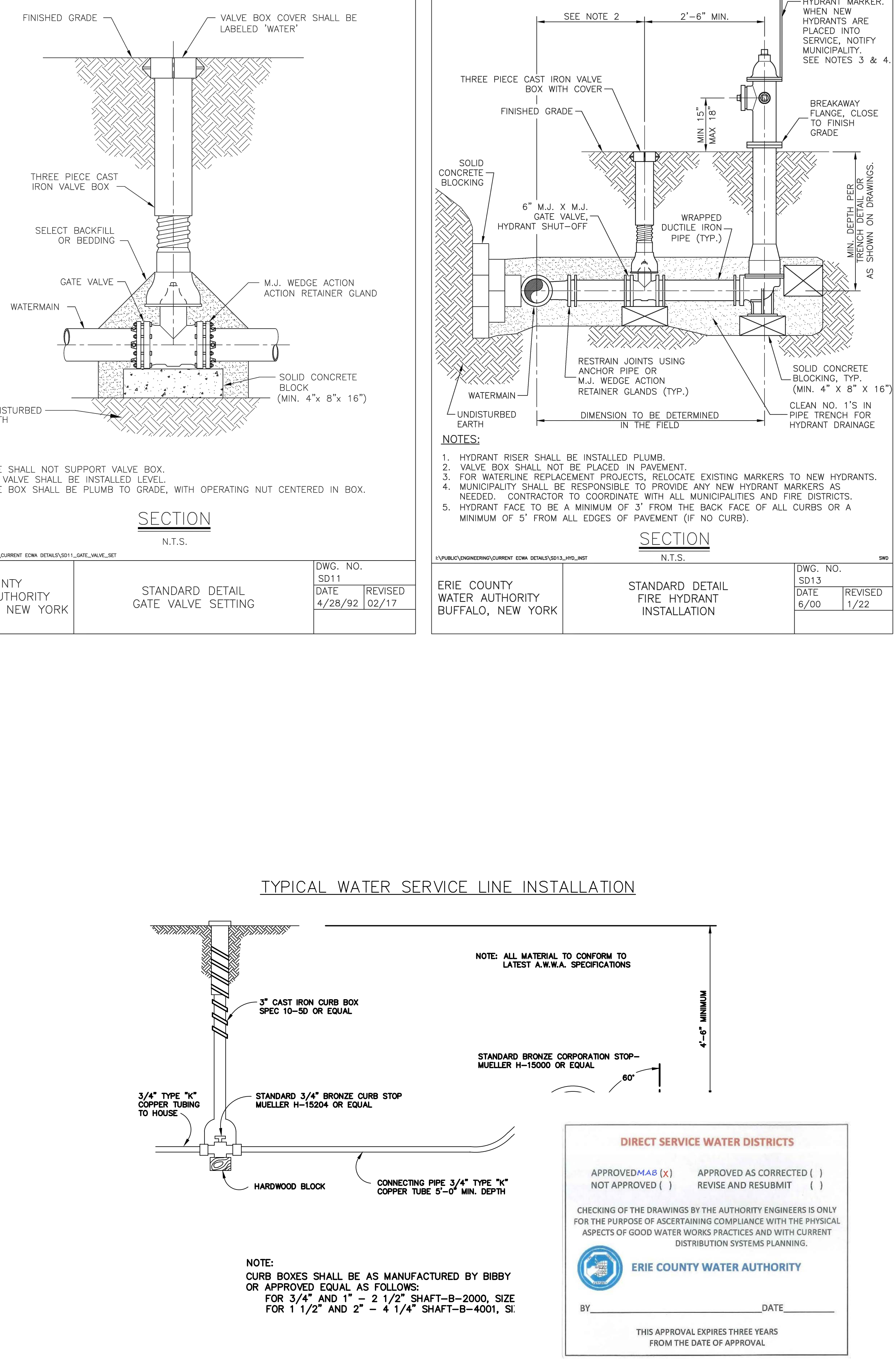
DWG. NO. SD39A
DATE 3/18
REVISED 12/18



ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK

STANDARD DETAIL POLYWRAPPING CAST/DUCTILE IRON FITTINGS

DWG. NO. SD39B
DATE 12/18
REVISED



ERIC COUNTY WATER AUTHORITY BUFFALO, NEW YORK

STANDARD DETAIL TYPICAL WATER SERVICE LINE INSTALLATION

DWG. NO. SD12
DATE 02/17
REVISED

TOWN OF AMHERST, NY

ROYAL PARK SPORTS COMPLEX

187 ROYAL PKWY W.
WILLIAMSVILLE, NY 14221

TOA PROJECT No.: 2019.055

CONSTRUCTION DOCUMENTS

wendel

Centerpointe Corporate Park
375 Esjay Road, Suite 200
Williamsville, NY 14221
www.wendelcompanies.com
p.716.688.0766 f.716.625.6825

WENDEL ARCHITECTURE, P.C.

STATE OF NEW YORK
ROBERT D. KLAVOET
LICENSE No. 084871
REGISTERED PROFESSIONAL ENGINEER

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF THE ARCHITECT AND ENGINEER AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT AND ENGINEER. UNAUTHORIZED ALTERATION OR ADDITION TO ANY SERVICE DRAWING, DESIGN, SPECIFICATION, PLAN OR REPORT IS PROHIBITED IN ACCORDANCE WITH STATE LAW, CODE AND RULES.

NO.	REVISIONS	DATE
0	PERMIT SET	05-20-2024

DWG. TITLE: WATERLINE DETAILS

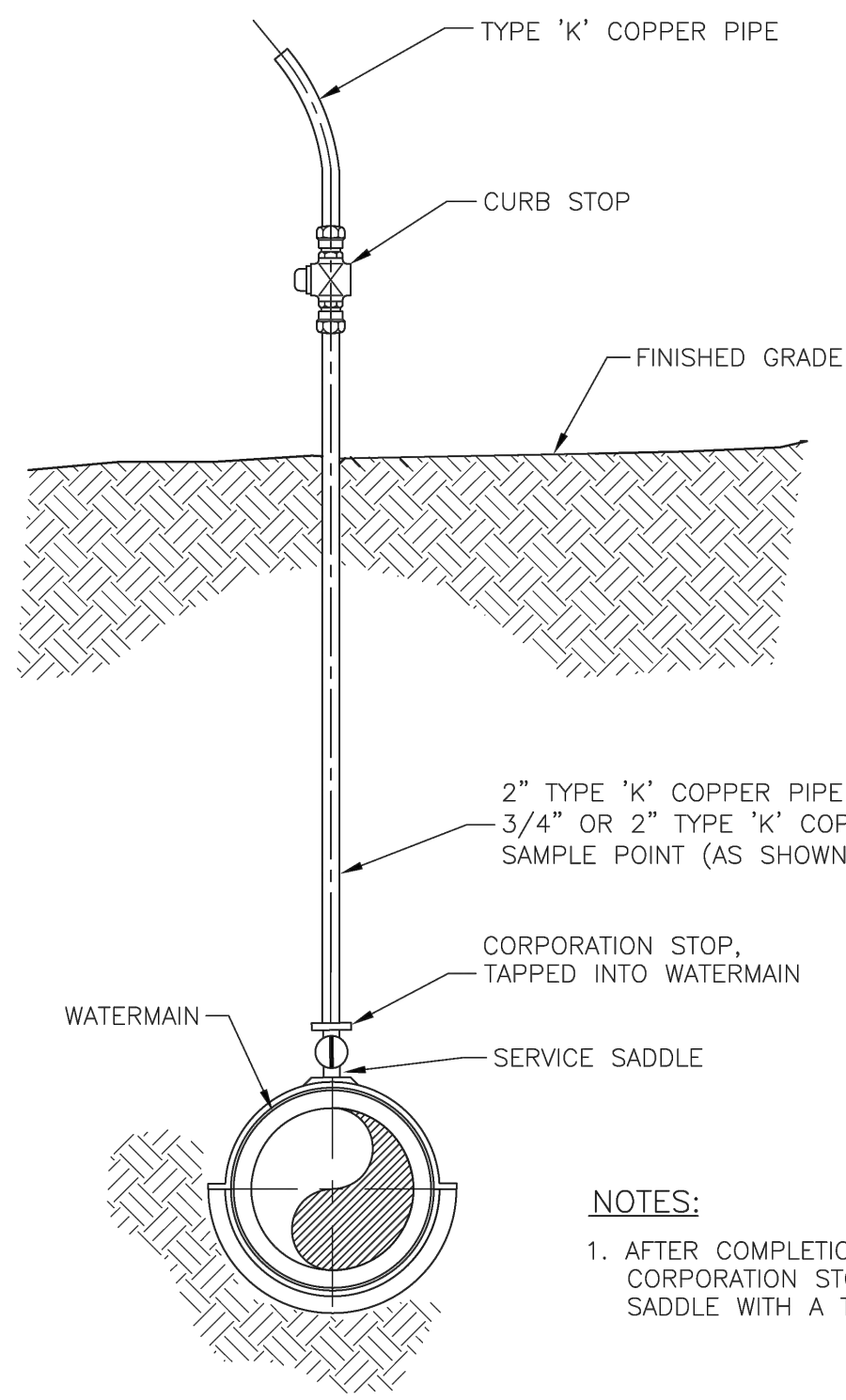
DATE: 04-12-2024

SCALE: AS NOTED

DWN: DJY CHK:

PROJ. No. 261341

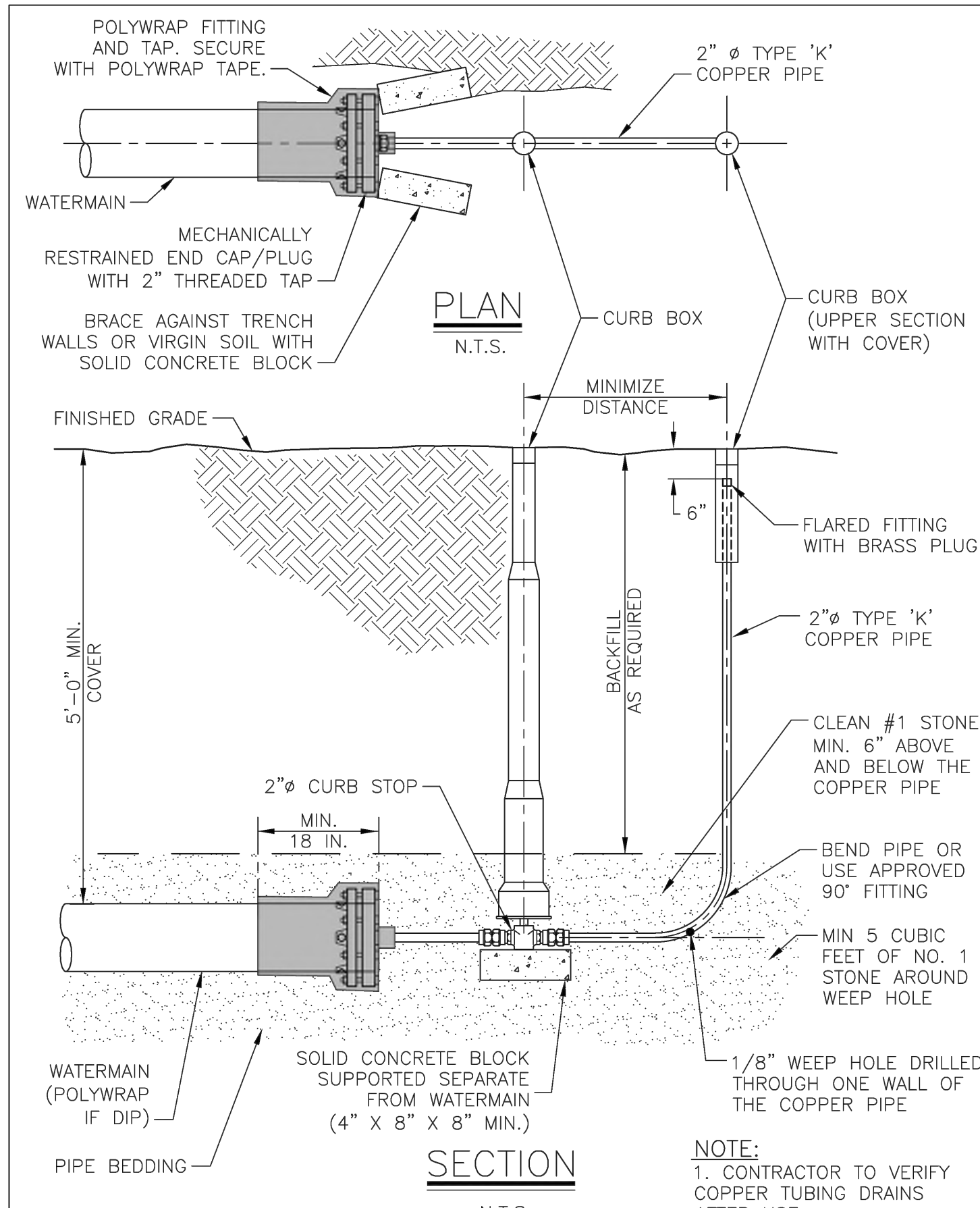
DWG. No. **L511**



NOTES:
 1. AFTER COMPLETION OF TEST, REPLACE CORPORATION STOP IN PIPE OR SERVICE SADDLE WITH A THREADED BRASS PLUG.

ELEVATION
N.T.S.

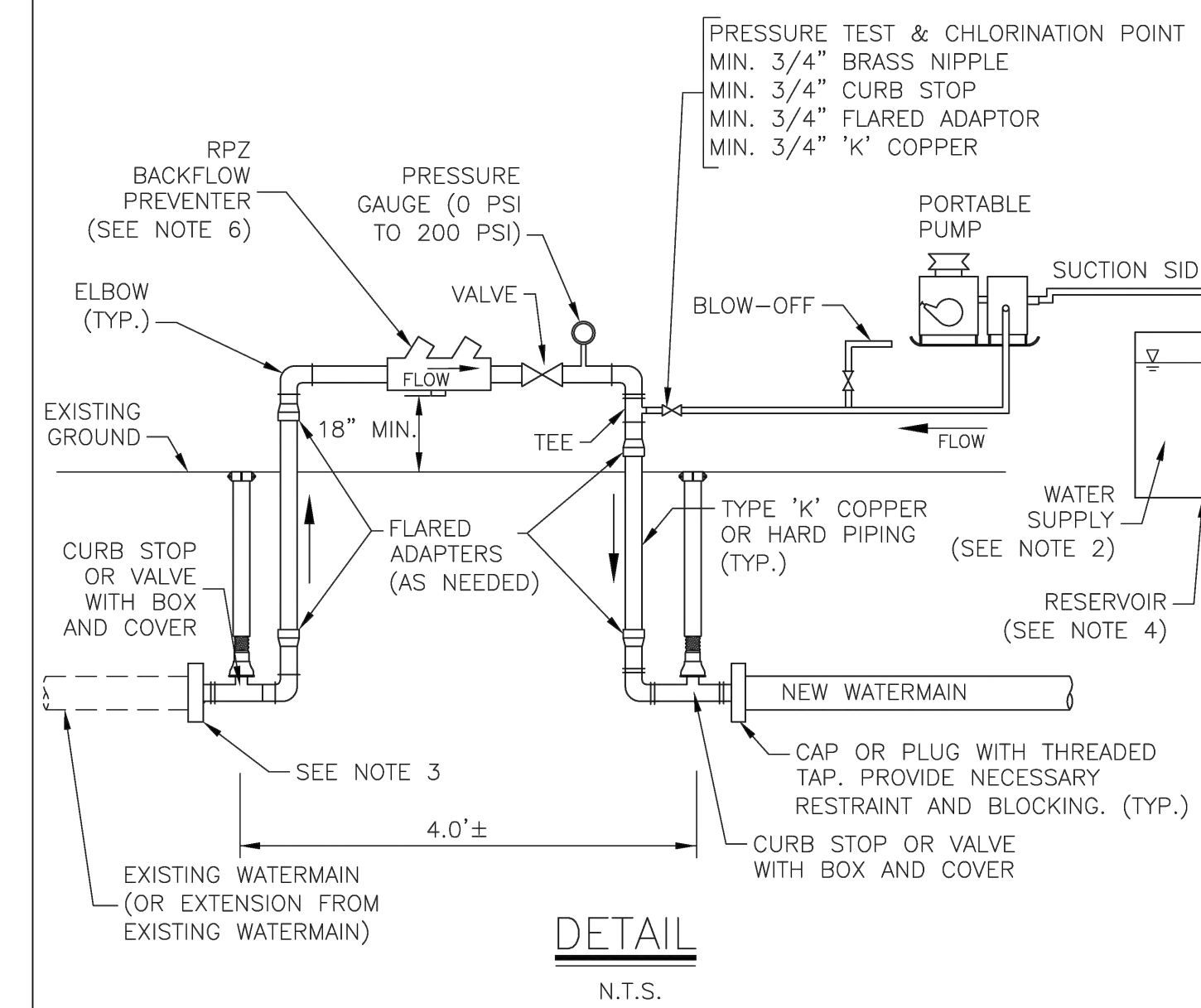
ERIE COUNTY WATER AUTHORITY BUFFALO, NEW YORK	STANDARD DETAIL TEMPORARY BLOW-OFF/SAMPLING POINT	DWG. NO. SD17	DATE	REVISED
			4/28/92	7/16



NOTE:
 1. CONTRACTOR TO VERIFY COPPER TUBING DRAINS AFTER USE.

SECTION
N.T.S.

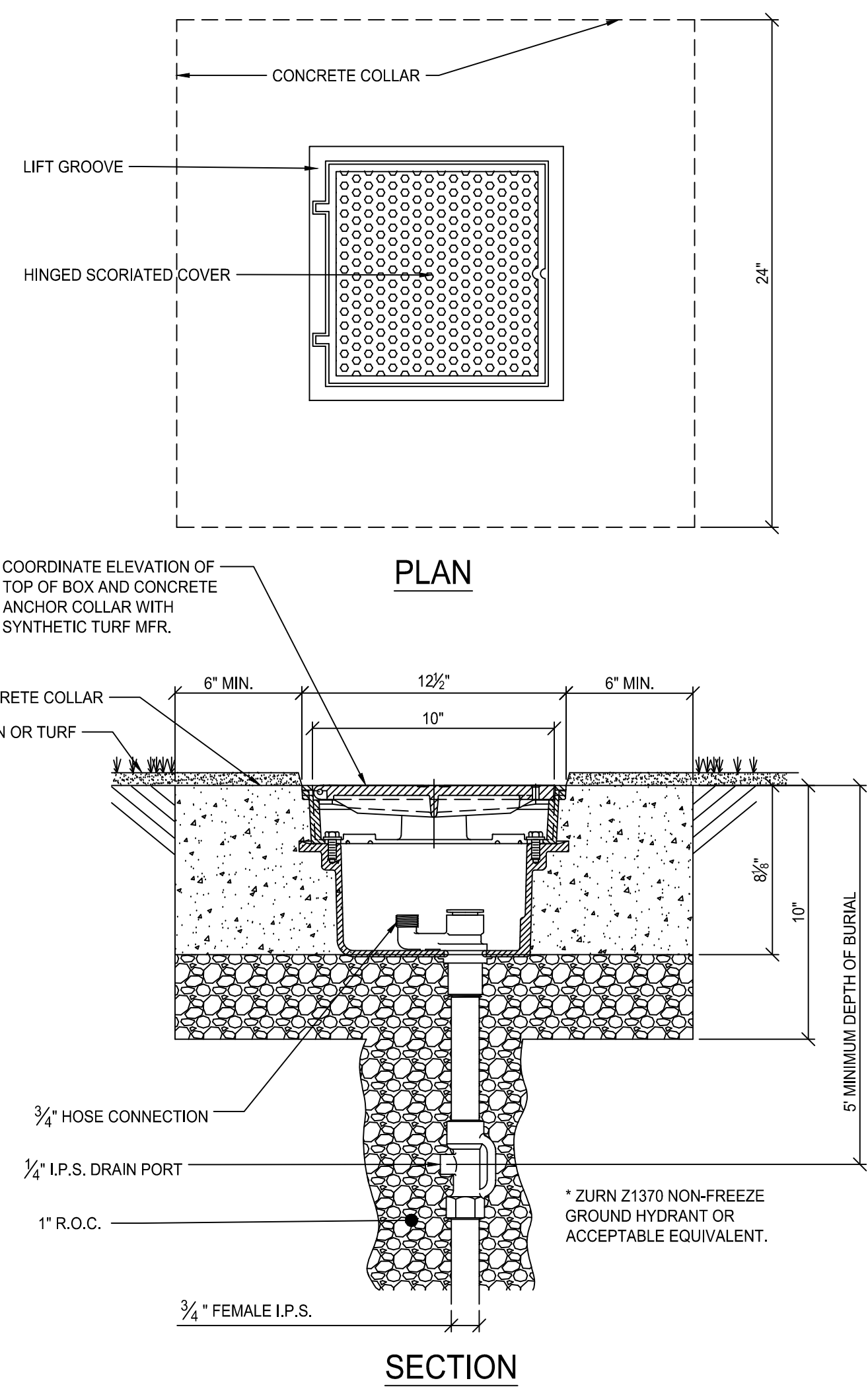
ERIE COUNTY WATER AUTHORITY BUFFALO, NEW YORK	STANDARD DETAIL END CAP BLOWOFF	DWG. NO. SD43	DATE	REVISED
			5/19	



NOTES:
 1. BACTERIOLOGICAL WATER SAMPLES SHALL BE TAKEN AT BEGINNING AND END OF NEW WATERMAIN SECTION AND AT MAXIMUM 1,000 FT. SPACINGS.
 2. PROVIDE CLEAN WATER SUPPLY FOR PRESSURE TESTING. PROVIDE CHLORINATED WATER SUPPLY FOR DISINFECTION.
 3. CAP OR PLUG WITH THREADED TAP OR APPROPRIATE TAP INTO MAIN. PROVIDE NECESSARY RESTRAINT AND BLOCKING.
 4. DIAMETER OF RESERVOIR SHALL BE 15" OR LESS. IF DIAMETER IS GREATER THAN 15", LEAKAGE TEST SHALL BE RUN A MINIMUM OF 4 HOURS.
 5. PRESSURE TEST CANNOT EXCEED 2,000 LINEAR FEET PER TEST SECTION.
 6. BACKFLOW PREVENTER TO BE SIZED TO ACHIEVE MIN 3 FPS SCOUR VELOCITY DURING FLUSHING OF NEW WATERLINE.

DETAIL
N.T.S.

ERIE COUNTY WATER AUTHORITY BUFFALO, NEW YORK	STANDARD DETAIL PRESSURE TESTING AND DISINFECTION APPARATUS SCHEMATIC	DWG. NO. SD23	DATE	REVISED
			6/00	11/20



PLAN

SECTION

1 NON-FREEZE GROUND HYDRANT DETAIL
SCALE: NTS

DIRECT SERVICE WATER DISTRICTS

APPROVED NOT APPROVED ()
 APPROVED AS CORRECTED ()
 REVISE AND RESUBMIT ()

CHECKING OF THE DRAWINGS BY THE AUTHORITY ENGINEERS IS ONLY FOR THE PURPOSE OF ASCERTAINING COMPLIANCE WITH THE PHYSICAL ASPECTS OF GOOD WATER WORKS PRACTICES AND WITH CURRENT DISTRIBUTION SYSTEMS PLANNING.

ERIE COUNTY WATER AUTHORITY

BY _____ DATE _____

THIS APPROVAL EXPIRES THREE YEARS FROM THE DATE OF APPROVAL

TOWN OF AMHERST, NY

ROYAL PARK SPORTS COMPLEX

187 ROYAL PKWY W.
WILLIAMSVILLE, NY 14221

TOA PROJECT No.: 2019.055

CONSTRUCTION DOCUMENTS

wendel

Centerpointe Corporate Park
375 Esjay Road, Suite 200
Williamsville, NY 14221
www.wendelcompanies.com
p:716.688.0766 f:716.625.6825
WENDEL ARCHITECTURE, P.C.



NOTE:
 THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF THE ARCHITECT AND ENGINEER AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT AND ENGINEER. UNAUTHORIZED REPRODUCTION OR ADDITION TO ANY SERVICE DRAWING, DESIGN, SPECIFICATION, PLAN OR REPORT IS PROHIBITED IN ACCORDANCE WITH STATE LAW, CODE AND RULES.

NO.	REVISIONS	DATE
0	PERMIT SET	05-20-2024

WATERLINE DETAILS

GENERIC SCALE BAR
 SCALE BAR SHOWN IS TWO INCHES ON THE ORIGINAL DRAWING. IF NOT TWO INCHES ON THIS SHEET, ADJUST ACCORDINGLY.

DATE: 04-12-2024
 SCALE: AS NOTED
 DWN: DJY
 PROJ. No. 261341
 DWG. No. _____

GENERAL NOTES:-

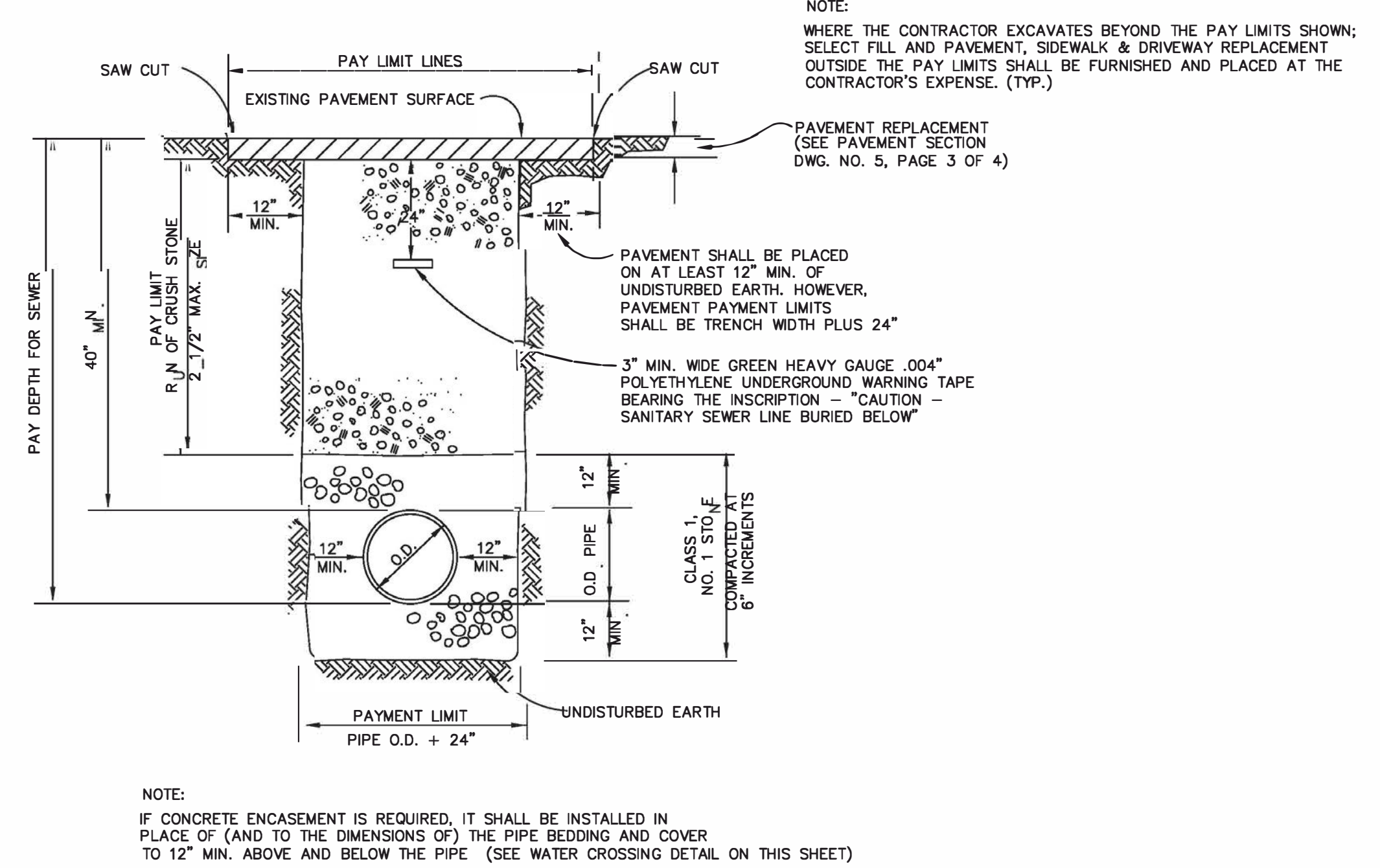
- THE CONTRACTOR SHALL COMPLY WITH THE TOWN OF AMHERST STANDARD DRAWINGS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER AND THE TOWN OF AMHERST ENG. DEPT. OF ANY HAZARDOUS SUBSTANCE ENCOUNTERED DURING THE CONSTRUCTION OF THE WORK. HE SHALL AT HIS EXPENSE, CONFORM TO ALL LAWS, RULES, REGULATIONS AND DIRECTIONS AS PROMULGATED BY THE UNITED STATES DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, THE NEW YORK STATE DEPARTMENT OF HEALTH AND ANY SUCH LOCAL RULES, ORDINANCES AND LAWS WHEN ENCOUNTERING OR WORKING WITH ANY SUCH HAZARDOUS SUBSTANCE.
- THE CONTRACTOR SHALL COMPLY IN ALL RESPECTS TO THE INDUSTRIAL CODE PART (RULE NO.) 53 RELATING TO CONSTRUCTION, EXCAVATION AND DEMOLITION OPERATIONS AT OR NEAR UNDERGROUND FACILITIES, AS ISSUED BY THE STATE OF NEW YORK DEPARTMENT OF LABOR, BOARD OF STANDARD AND APPEALS.
- SINCE THE ERIE COUNTY WATER AUTHORITY OPERATES AND MAINTAINS THE EXISTING WATER LINES, THEY ARE TO BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF THE START OF CONSTRUCTION. ALL EXISTING VALVES ARE TO BE OPERATED BY THE ERIE COUNTY WATER AUTHORITY PERSONNEL.
- THE CONTRACTOR SHALL EXPOSE EXISTING UTILITIES AHEAD OF THE PIPE LAYING OPERATION, SO THAT, IF MINOR ADJUSTMENTS MUST BE MADE IN ELEVATION AND/OR ALIGNMENT DUE TO INTERFERENCE FROM THESE UTILITIES, SAID CHANGES CAN BE MADE IN ADVANCE OF THE WORK.
- WHERE SUCH FACILITIES ARE UNDER THE SUPERVISION OF A PROFESSIONAL ENGINEER, HE SHALL CERTIFY TO THE ENGINEERING DEPARTMENT OF THE TOWN OF AMHERST THAT SAID FACILITIES AS CONSTRUCTED WERE SUPERVISED BY HIMSELF (HERSELF) AND THAT THE WORKS HAVE BEEN FULLY COMPLETED IN ACCORDANCE WITH THE APPROVED ENGINEERING REPORTS, PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS AND ANY AND ALL ADDENDA TO SAME.
- THE CONSTRUCTION OF THE FACILITIES SHALL BE UNDER THE SUPERVISION OF A PERSON OR FIRM QUALIFIED TO PRACTICE PROFESSIONAL ENGINEERING IN NEW YORK STATE UNDER THE EDUCATION LAW OF THE STATE, WHENEVER ENGINEERING SERVICES ARE REQUIRED BY SUCH LAW FOR SUCH PURPOSES.
- A WRITTEN CERTIFICATE OF CONSTRUCTION COMPLIANCE, INCLUDING THE RESULTS OF HYDROSTATIC LEAKAGE TESTS, MADE BY THE PROFESSIONAL ENGINEER SUPERVISING THE CONSTRUCTION, SHALL BE SUBMITTED TO THE ERIE COUNTY DEPARTMENT OF ENVIRONMENT PLANNING AND NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION WITHIN THIRTY (30) DAYS AFTER CONSTRUCTION COMPLETION.
- UNSUITABLE MATERIALS SUCH AS FROZEN ORGANIC AND/OR VEGETABLE MATERIAL, DEBRIS, TREES, LUMBER, LARGE STONES OR CLOUDS (6.0" OR LARGER), MUCK, PEAT, ORGANIC SILT WILL NOT BE ACCEPTABLE FILL AND CERTAIN MAN-MADE DEPOSITS OF INDUSTRIAL WASTE, SLUDGE OR LANDFILL MAY ALSO BE DETERMINED AS UNSUITABLE HAZARDOUS MATERIAL.
- THE COMPACTION OF ALL MATERIALS WILL OCCUR AT 6" INCREMENTS.
- VERIFICATION OF ALL EXISTING EASEMENTS IS THE RESPONSIBILITY OF THE DESIGN ENGINEER AND THEY MUST BE SHOWN ALONG WITH ALL PROPOSED EASEMENTS ON PLAN DRAWINGS.
- SHOULD A FLUID CONDITION BE ENCOUNTERED AT THE TRENCH BOTTOM, THE CONTRACTOR IS TO INSTALL ADDITIONAL STONE CRADLE AS ORDERED BY THE ENGINEER.
- ALL PIPE CROSSING UNDER PAVED AREAS ARE TO BE BACKFILLED TO SUBGRADE WITH COMPACTED SELECT MATERIAL TO FIVE (5) FEET OUTSIDE THE PAVEMENT EDGES.
- THE CONTRACTOR SHALL RETAIN THE SERVICES OF A QUALIFIED TREE EXPERT TO REMOVE, WHERE NECESSARY, BRANCHES WHICH INTERFERE WITH THE CONSTRUCTION OPERATION, OR REPAIR TREES HAVING SUFFERED DAMAGE BY CONSTRUCTION ACTIVITIES. THE COST INVOLVED IN THE ABOVE IS TO BE INCLUDED IN THE VARIOUS ITEMS OF THE CONTRACT.
- SEWERS SHALL BE LAID AT LEAST TEN (10) FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATERMAIN. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE. IN CASES WHERE IT IS NOT PRACTICAL TO MAINTAIN A TEN FOOT SEPARATION, THE APPROPRIATE REVIEWING AGENCY MAY ALLOW DEVIATION ON A CASE-BY-CASE BASIS, IF SUPPORTED BY DATA FROM THE DESIGN ENGINEER. SUCH DEVIATION MAY ALLOW INSTALLATION OF THE SEWER CLOSER TO A WATERMAIN, PROVIDED THAT THE WATERMAIN IS IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER AND AT AN ELEVATION SO THE BOTTOM OF THE WATERMAIN IS AT LEAST 18" (46CM) ABOVE THE TOP OF THE SEWER.
- SEWERS CROSSING WATERMANS SHALL BE LAID TO PROVIDE MINIMUM VERTICAL DISTANCE OF 18" (46CM) BETWEEN THE OUTSIDE OF A WATERMAIN AND THE OUTSIDE OF THE SEWER. THIS SHALL BE THE CASE WHERE THE WATERMAIN IS EITHER ABOVE OR BELOW THE SEWER. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATERMAIN JOINTS. WHERE A WATERMAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER, TO PREVENT DAMAGE TO THE WATERMAIN.
- WHEN IT IS IMPOSSIBLE TO OBTAIN PROPER HORIZONTAL AND VERTICAL SEPARATION AS STIPULATED ABOVE, THE SEWER SHALL BE DESIGNED AND CONSTRUCTED EQUAL TO WATER PIPE AND SHALL BE PRESSURE TESTED AS TO ASSURE WATERTIGHTNESS PRIOR TO BACKFILLING.
- THE PIPE SHALL BE P.V.C. SEWER PIPE CONFORMING TO THE LATEST REVISIONS OF ASTM DESIGNATION D-3034, SDR-35, INSTALLED IN ACCORDANCE WITH ASTM.
- THE MANHOLE COVERS ARE TO BEAR THE INSCRIPTION "AMHERST SANITARY".

SANITARY SEWER TESTING METHODS.

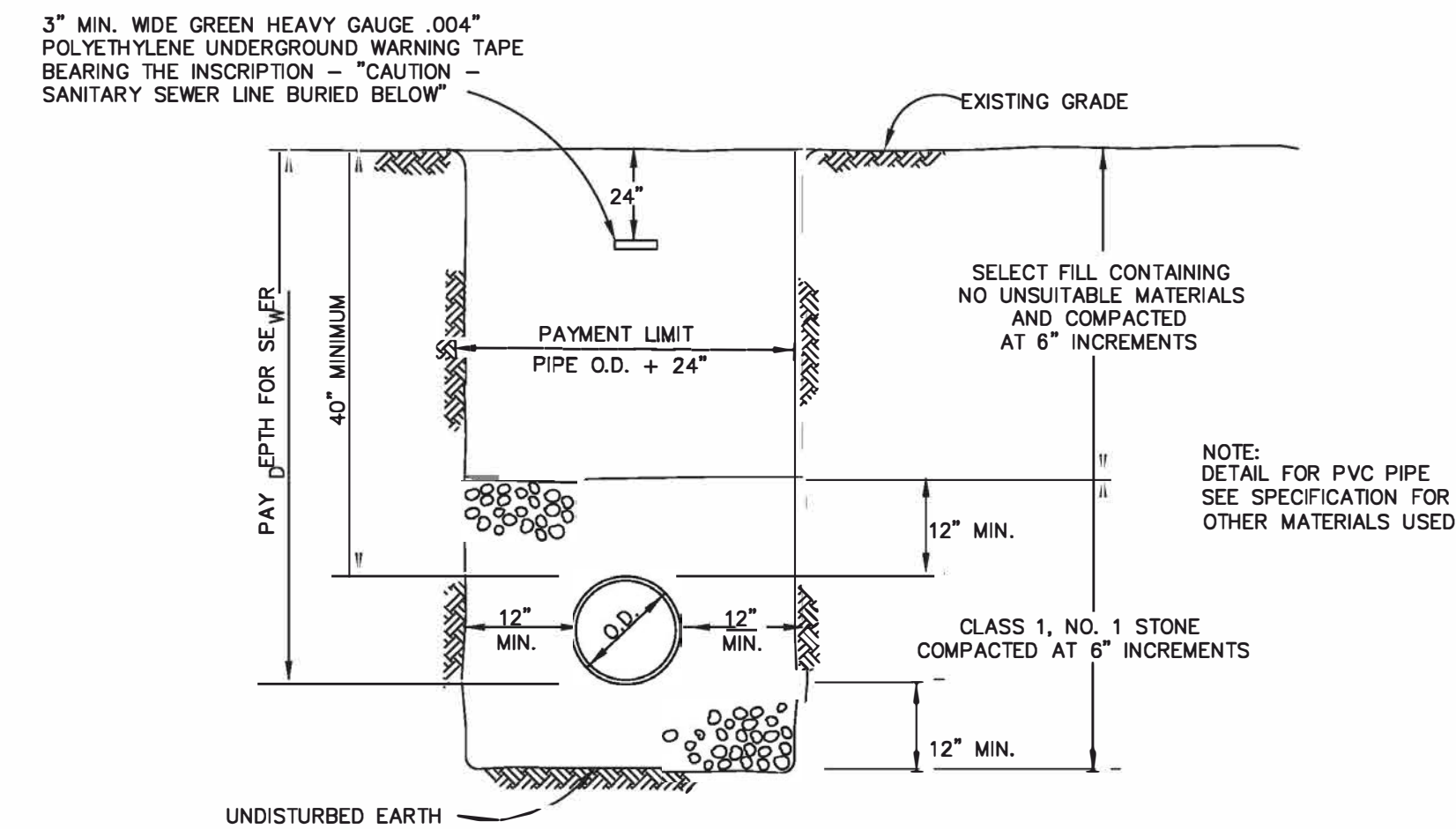
GENERAL NOTES.

- (A) LEAKAGE TESTS.
- THE TEST PERIOD WHEREIN THE MEASUREMENTS ARE TAKEN SHALL NOT BE LESS THAN 24 HOURS, REGARDLESS OF THE TEST METHOD USED.
 - THE TOTAL LEAKAGE OF ANY SECTION TESTED BY ANY TEST METHOD SHALL NOT EXCEED THE RATE OF 200 GALLONS PER MILE OF PIPE PER 24 HOURS PER INCH OF NOMINAL PIPE DIAMETER.
 - MANHOLES SHALL BE CONSIDERED AS SECTIONS OF 48" DIAMETER PIPE AND THE EQUIVALENT LEAKAGE ALLOWANCE SHALL BE COMPUTED PER NOTE 02 USING THE SUBMERGED HEIGHT OF MANHOLE AS THE LENGTH.
 - WHEN MANHOLES ARE TESTED SEPARATELY, ALL PIPE OPENINGS SHALL BE PLUGGED AND THE TEST PROCEDURES AND CRITERIA SHALL BE APPLIED IN THE SAME MANNER AS FOR TESTS INVOLVING ONLY THE PIPE OR A COMBINATION OF PIPE AND MANHOLES.
- (B) INFILTRATION TEST CRITERIA FOR USE
- THIS TEST METHOD MAY ONLY BE USED WHEN GROUND WATER LEVELS ARE AT LEAST TWO (2) FEET ABOVE THE TOP OF THE PIPE FOR THE ENTIRE LENGTH OF THE SECTION TO BE TESTED DURING THE ENTIRE PERIOD OF THE TESTS.
 - GROUND WATER LEVELS MAY BE MEASURED IN AN OPEN TRENCH OR IN STANDPIPES PREVIOUSLY PLACED IN BACKFILLED TRENCHES DURING BACKFILLING.
 - THE NUMBER OF STANDPIPES REQUIRED AND LOCATION OF THE SAME ARE TO BE AS ORDERED BY THE ENGINEER. STANDPIPES MAY BE OF ANY PIPE MATERIAL BUT MUST BE OF SUCH DIAMETER (2-1/2" MINIMUM) AS TO PERMIT THE INSERTION OF A RULE OR LEVEL ROD. CRUSHED STONE SHALL BE PLACED AROUND THE LOWER OPEN ENDS OF THE STANDPIPES.
 - STANDPIPES ARE TO BE REMOVED AT THE SATISFACTORY COMPLETION OF THE TESTS.
 - IF IN LIEU OF STANDPIPES, THE TRENCH IS TO BE LEFT OPEN FOR GROUND WATER OBSERVATION, THE LENGTH OF UNBACKFILLED TRENCH AT ANY ONE TIME MAY HAVE TO BE LIMITED FOR REASONS OF SAFETY.
- (C) EXFILTRATION TEST CRITERIA FOR USE
- THIS TEST CONSISTS OF FILLING THE PIPE WITH WATER TO PROVIDE A HEAD OF AT LEAST TWO (2) FEET ABOVE THE TOP OF THE PIPE OR ABOVE GROUND WATER WHICHEVER IS HIGHER AT THE HIGHEST POINT OF THE PIPE LINE UNDER TEST, AND THEN MEASURING THE LOSS OF WATER TO MAINTAIN THE ORIGINAL LEVEL.
 - IN THIS TEST THE PIPE LINE MUST BE FILLED WITH WATER AND ALLOWED TO REMAIN SO FILLED FOR AT LEAST 24 HOURS PRIOR TO TAKING MEASUREMENTS.
 - REGARDING GROUND WATER MEASUREMENTS: SEE NOTES 02 THROUGH 05 ABOVE.
 - REGARDING THE TEST STANDPIPE: THERE MUST BE SOME POSITIVE METHOD OF RELEASING ENTRAPPED AIR IN THE SEWER PRIOR TO TAKING MEASUREMENTS.
- (D) DEFLECTION TEST FOR PVC SEWER PIPE
- DEFLECTION TESTS SHALL BE PERFORMED ON ALL FLEXIBLE GRAVITY SEWER PIPE. TESTS SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE FOR AT LEAST 30 DAYS.
 - NO PIPE SHALL EXCEED DEFLECTION OF 5%. DEFLECTION GAGE MAY BE BORROWED FROM THE TOWN ENGINEER FOR 8" AND 10" PIPE. THE DEFLECTION TEST MUST BE EXECUTED AFTER 30 DAYS OF PLACEMENT OF FINAL BACKFILL. THE TEST WILL ALSO BE DONE WITHOUT MECHANICAL PULLING DEVICES.

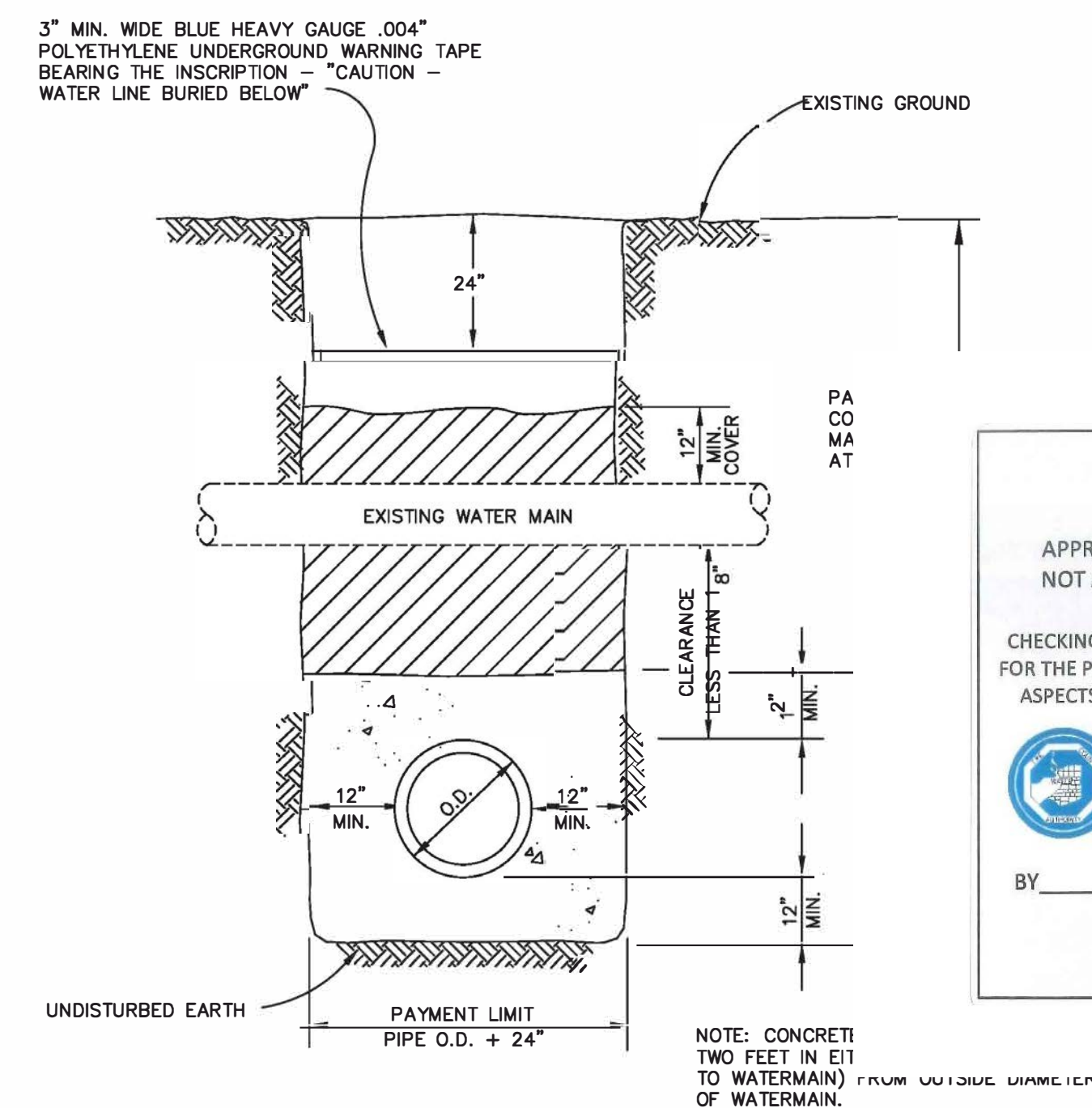
TYPICAL TRENCH DETAIL – TOWN ROAD CROSSING FOR MAIN SEWERS & HOUSE AND BUILDING CONNECTIONS.



TYPICAL EARTH TRENCH DETAIL UNPAVED AND UNTRAVELED AREAS.



WATER CROSSING DETAIL CLEARANCE LESS THAN 18\"/>



MANHOLE PLACEMENT AND MAINTENANCE DURING CONSTRUCTION AND DEVELOPMENT

CONTRACTOR AND/OR DEVELOPERS SHALL CONSTRUCT ALL MANHOLE STRUCTURES IN ACCORDANCE WITH THE TOWN OF AMHERST STANDARD SPECIFICATIONS OR THE SPECIFICATIONS OF THE DESIGN ENGINEER WHEN REQUIRED BY THE TOWN.

ALL MANHOLES ARE TO BE DESIGNED AND FURNISHED WITH RIM ELEVATIONS AT FINAL FINISHED GRADES. THE CONTRACTOR, DEVELOPER, OR HOME BUILDER SHALL BE RESPONSIBLE FOR ALL CORRECTIONS, ADJUSTMENTS, AND MODIFICATIONS NEEDED FOR RAISING, LOWERING, OR REPLACING ANY AND ALL MANHOLES AS PROPOSED FOR THE FACILITY.

ALL AS-BUILT STATIONING, LINE AND GRADE IMPROVEMENTS, INVERT AND RIM ELEVATIONS, "Y" LOCATIONS, INSPECTION REPORTS, ROADWAY OR STREET NAMES, RIGHT-OF-WAY WIDTHS, AND EASEMENT LINES SHALL BE FURNISHED TO THE TOWN ON A SET OF MYLAR DRAWINGS PRIOR TO TAP-IN APPROVAL, PIP ACCEPTANCE, AND/OR RELEASE OF FINAL PAYMENT.

ALL MANHOLE STRUCTURES SHALL BE MADE ACCESSIBLE TO THE TOWN OF AMHERST TELEVISION/MAINTENANCE CREWS. THE CONTRACTOR AND/OR DEVELOPER SHALL PROVIDE A DRY, WELL COMPACTED, STABLE SURFACE FREE FROM SHOW AND OBSTRUCTIONS FOR SAFE AND OPEN ACCESS WITH TOWN VEHICLES. SHOULD THE CONTRACTOR AND/OR DEVELOPER WISH TV INSPECTIONS DURING WET WEATHER/WET SOFT SOIL CONDITIONS, HE SHALL PROVIDE ALL NECESSARY GRANULAR BACKFILL, DISTRIBUTED AND COMPACTED TO SUPPLY ACCESS TO EACH MANHOLE. THE CONTRACTOR AND/OR DEVELOPER SHALL BEAR ALL COSTS OF TOWING, DOWN TIME, CREW TIME, AND DAMAGE ALONG WITH RESTORATION, SHOULD SUCH ACCESSWAYS FAIL.

NOTE: WHERE THE CONTRACTOR EXCAVATES BEYOND THE PAY LIMITS SHOWN; SELECT FILL AND PAVEMENT, SIDEWALK & DRIVEWAY REPLACEMENT OUTSIDE THE PAY LIMITS SHALL BE FURNISHED AND PLACED AT THE CONTRACTOR'S EXPENSE. (TYP.)

NOTE: IF CONCRETE ENCASEMENT IS REQUIRED, IT SHALL BE INSTALLED IN PLACE OF (AND TO THE DIMENSIONS OF) THE PIPE BEDDING AND COVER TO 12" MIN. ABOVE AND BELOW THE PIPE (SEE WATER CROSSING DETAIL ON THIS SHEET)

DIRECT SERVICE WATER DISTRICTS

APPROVED NOT APPROVED APPROVED AS CORRECTED REVISE AND RESUBMIT

CHECKING OF THE DRAWINGS BY THE AUTHORITY ENGINEERS IS ONLY FOR THE PURPOSE OF ASCERTAINING COMPLIANCE WITH THE PHYSICAL ASPECTS OF GOOD WATER WORKS PRACTICES AND WITH CURRENT DISTRIBUTION SYSTEMS PLANNING.

ERIE COUNTY WATER AUTHORITY

BY _____ DATE _____

THIS APPROVAL EXPIRES THREE YEARS FROM THE DATE OF APPROVAL

TOWN OF AMHERST, NY

ROYAL PARK SPORTS COMPLEX

187 ROYAL PKWY W. WILLIAMSVILLE, NY 14221

CONSTRUCTION DOCUMENTS

wendel

Centerpointe Corporate Park
375 Essay Road, Suite 200
Williamsville, NY 14221
www.wendelcompanies.com
p:716.688.0766 f:716.625.6825

WENDEL ARCHITECTURE, P.C.

NO. _____ REVISIONS _____ DATE _____

DWG TITLE _____

GENERIC SCALE BAR

SCALE BAR SHOWN IS TWO INCHES ON THE ORIGINAL DRAWING. IF NOT TWO INCHES ON THIS SHEET, ADJUST ACCORDINGLY.

DATE 04-12-2024

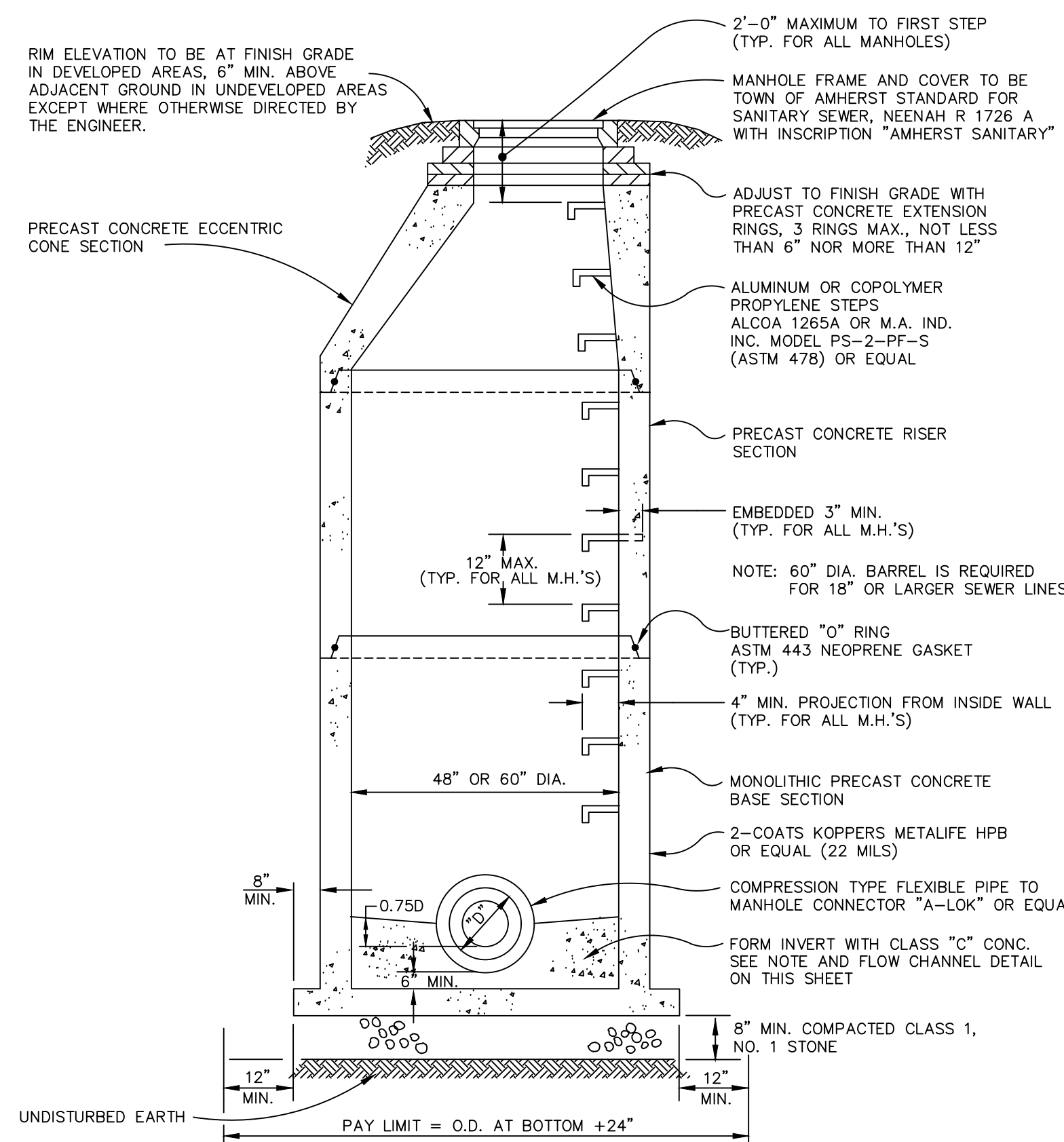
SCALE _____

DWN. _____ CHK. _____

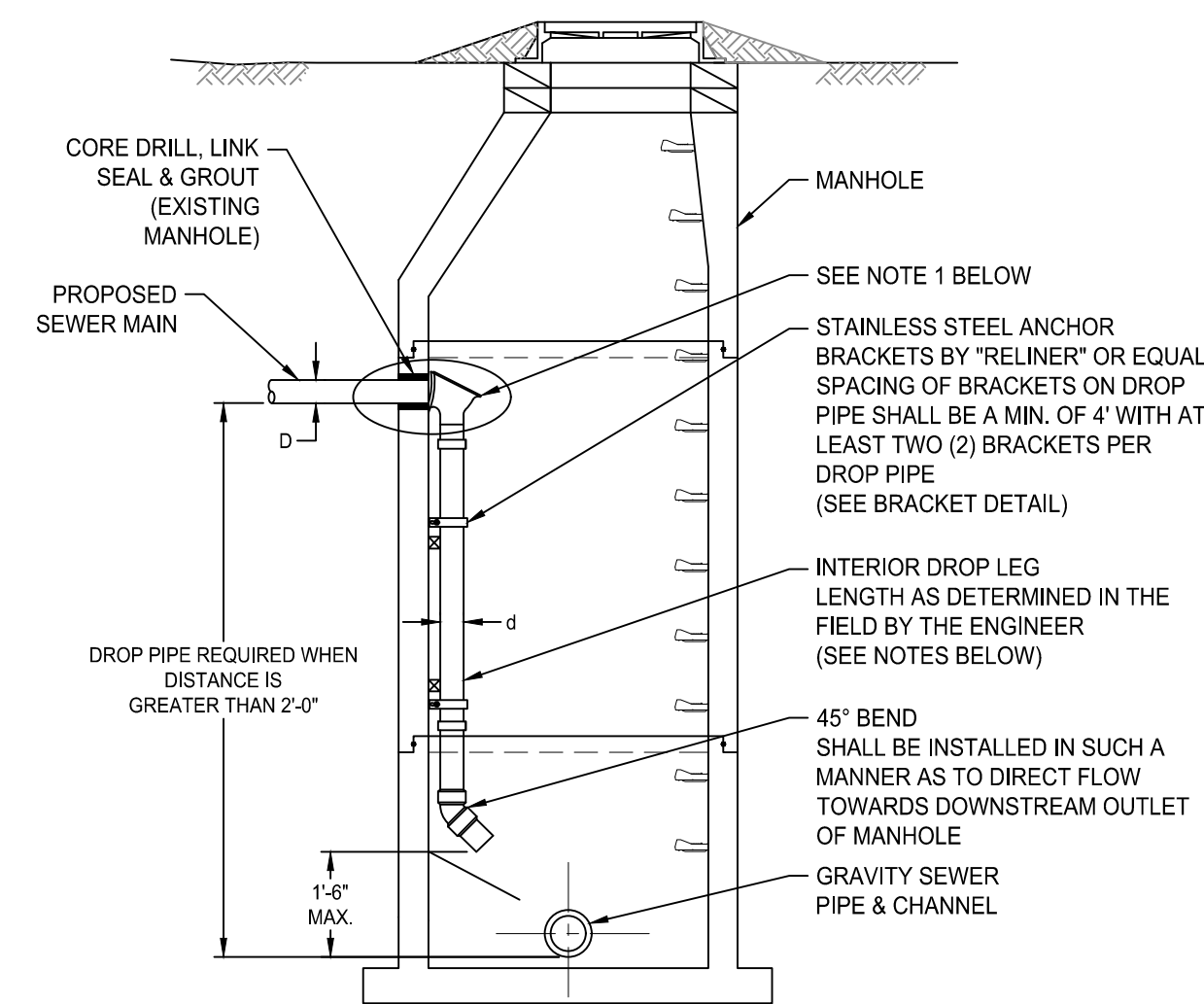
PROJ. No. 261341

DWG No. _____

PRECAST CONCRETE MANHOLE

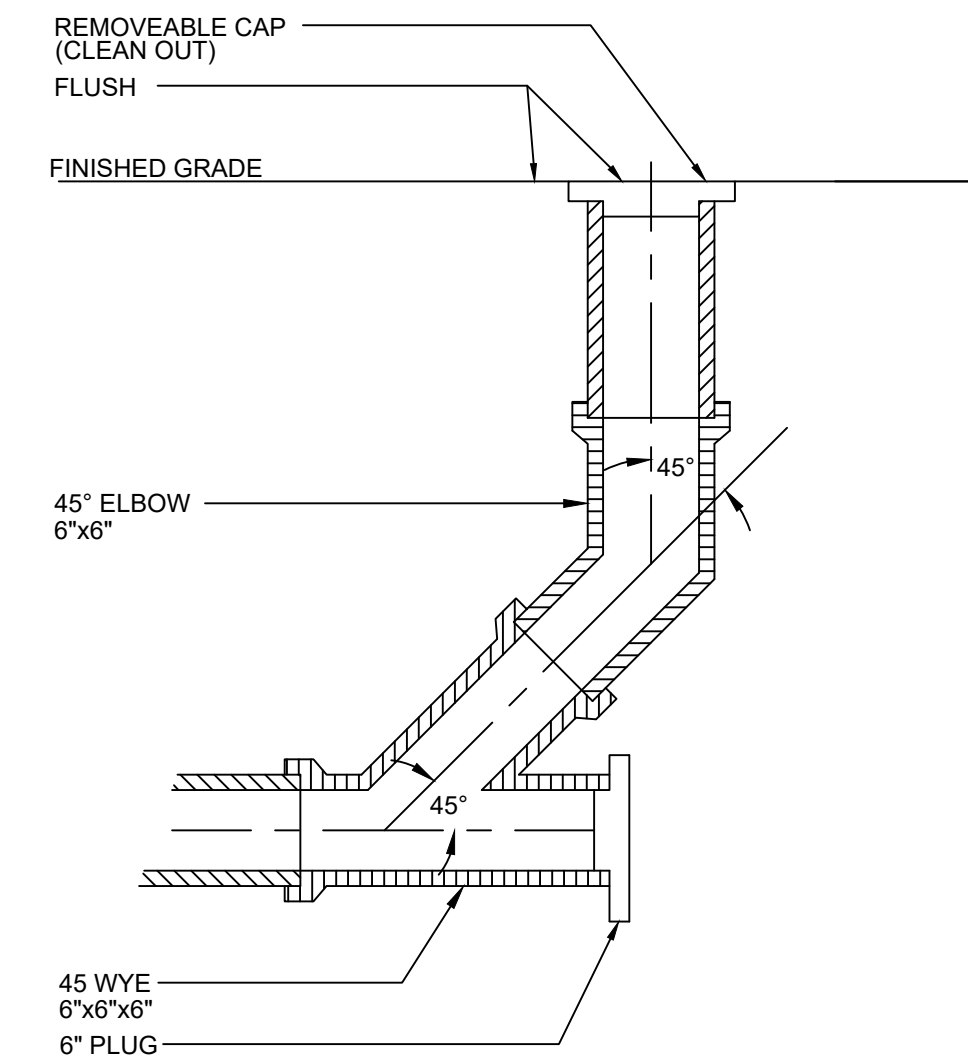


1 SANITARY SEWER MANHOLE INSIDE DROP CONNECTION
NTS



- NOTES:
- INSIDE DROP SYSTEM BY "RELINER" OR EQUAL TO BE USED FOR GRAVITY SEWER DROP UNLESS OTHERWISE NOTED ON THE PLANS OR AS DETERMINED IN THE FIELD BY THE ENGINEER.
 - IF CONNECTING TO MANHOLE INTERFERES WITH THE MANHOLE STEPS, THE DROP CONNECTION WILL BE REQUIRED TO BE OUTSIDE, RATHER THAN INSIDE.
 - (a.) FOR GRAVITY SEWER, DROP LEG DIA. "d" SHOULD BE AT LEAST 1/2 OF THE SEWER MAIN DIA. "D" (EXCEPT "d"=8" MIN.)
(b.) FOR FORCEMAIN/PRESSURE SEWER, DROP LEG DIA. "d" SHALL BE EQUAL TO THE MAINLINE DIA. "D".
 - ALL JOINTS IN PVC DROP PIPE SHALL BE SOLVENT WELDED.
 - CONTRACTOR SHALL USE CAUTION WHEN CORE DRILLING HOLE IN SIDE OF EXISTING MANHOLE. HOLE SIZE SHALL BE APPROX. 2" IN DIA. LARGER THAN DISCHARGE PIPE.
 - DISTURBED AREA UNDER PIPE TO BE FILLED WITH SELECTED MATERIAL THOROUGHLY COMPACTED.
 - EXCESS EXCAVATION BELOW REQUIRED LEVEL SHALL BE BACKFILLED WITH SELECTED MATERIAL THOROUGHLY COMPACTED.
 - IF NEW PIPE INVERT IS IN CONFLICT WITH EXISTING MANHOLE BENCH, THE EXISTING BENCH SHALL BE REMOVED AS NECESSARY AND A NEW BENCH FORMED.

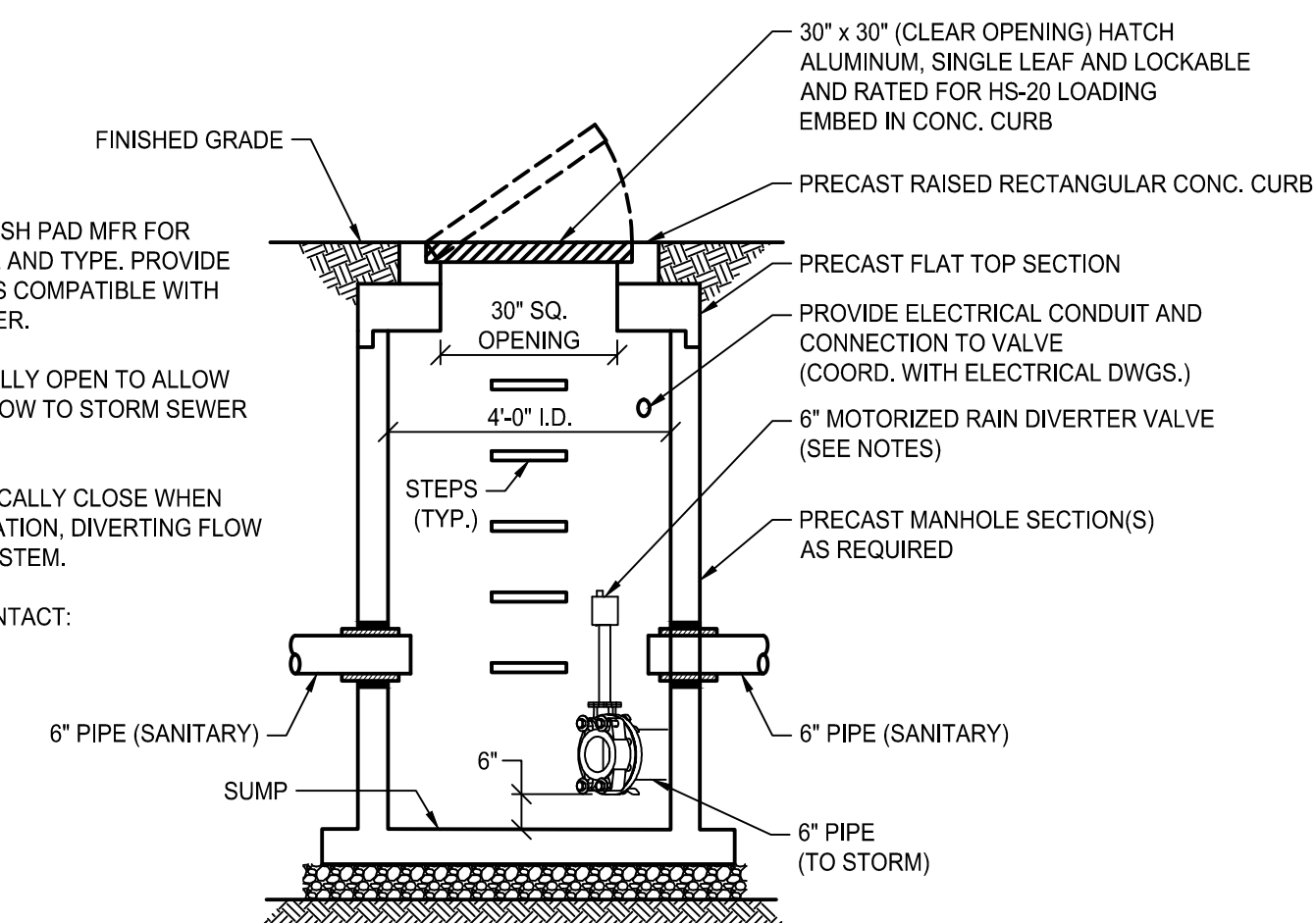
2 CLEANOUT DETAIL
NTS



DIVERTER VALVE NOTES:

- COORDINATE WITH SPLASH PAD MFR FOR DIVERTER VALVE MODEL AND TYPE. PROVIDE DIVERTER VALVE THAT IS COMPATIBLE WITH SPLASH PAD CONTROLLER.
- VALVE SHALL BE NORMALLY OPEN TO ALLOW STORM DRAINAGE TO FLOW TO STORM SEWER SYSTEM.
- VALVE SHALL AUTOMATICALLY CLOSE WHEN SPLASH PAD IS IN OPERATION, DIVERTING FLOW TO SANITARY SEWER SYSTEM.

SPLASH PAD CONSULTANT CONTACT:
Joe Denzak
email: denzakrec@me.com



**NOTE: REFER TO DWG. No. L210 AND L306 FOR ADDITIONAL INFORMATION ON MATERIALS AND INVERTS

3 DIVERSION STRUCTURE DETAIL
NTS

DIRECT SERVICE WATER DISTRICTS

APPROVED MAB (x) APPROVED AS CORRECTED ()
NOT APPROVED () REVISE AND RESUBMIT ()

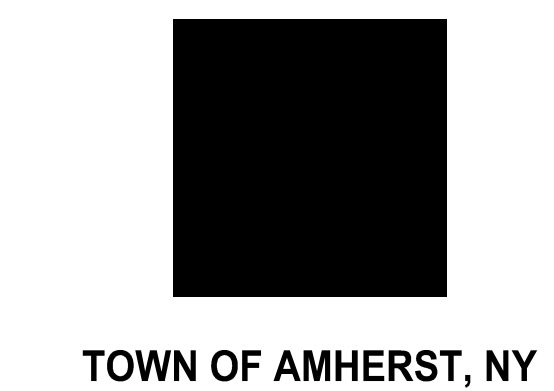
CHECKING OF THE DRAWINGS BY THE AUTHORITY ENGINEERS IS ONLY FOR THE PURPOSE OF ASCERTAINING COMPLIANCE WITH THE PHYSICAL ASPECTS OF GOOD WATER WORKS PRACTICES AND WITH CURRENT DISTRIBUTION SYSTEMS PLANNING.



ERIE COUNTY WATER AUTHORITY

BY _____ DATE _____

THIS APPROVAL EXPIRES THREE YEARS FROM THE DATE OF APPROVAL



TOWN OF AMHERST, NY

ROYAL PARK SPORTS COMPLEX

187 ROYAL PKWY W.
WILLIAMSVILLE, NY 14221

TOA PROJECT No.: 2019.055

CONSTRUCTION DOCUMENTS



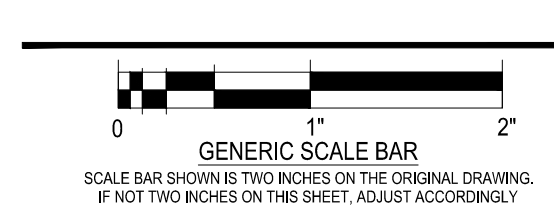
Centerpointe Corporate Park
375 Esjay Road, Suite 200
Williamsville, NY 14221
www.wendelcompanies.com
p:716.688.0766 f:716.625.6825
WENDEL ARCHITECTURE, P.C



NOTE:
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF THE ARCHITECT AND ENGINEER AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT AND ENGINEER. UNAUTHORIZED ALTERATION OR ADDITION TO ANY SURVEY, DRAWING, DESIGN, SPECIFICATION, PLAN OR REPORT IS PROHIBITED IN ACCORDANCE WITH STATE LAW, CODE AND RULES.

NO.	REVISIONS	DATE
0	PERMIT SET	05-20-2024

DWG. TITLE
SANITARY SEWER DETAILS



DATE 04-12-2024
SCALE AS NOTED
DWN. DJY CHK.
PROJ. No. 261341
DWG. No.

L514

APPENDIX B

SAMPLE PERFORMANCE/MAINTENANCE BOND

Maintenance Bond

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

CONTRACTOR (Name and Address):

Louis Del Prince & Sons, Inc.
580 Cayuga Road
Cheektowaga, NY 14225

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

OWNER (Name and Address):

Erie County Water Authority
295 Main St., Room 350
Buffalo NY 14203

CONTRACT

Project No: 202300230

Amount:

Description: Cooperative Agreement
Royal Park Complex
Town of Amherst
ECWA Project No.: 202400067

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER'S right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR'S right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract; or

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

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

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

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

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without

further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR'S right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

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

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

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

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

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

APPENDIX C
SAMPLE PAYMENT BOND

Payment Bond

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

CONTRACTOR (Name and Address):

Louis Del Prince & Sons, Inc.
580 Cayuga Road
Cheektowaga, NY 14225

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

OWNER (Name and Address):

Erie County Water Authority
295 Main St., Room 350
Buffalo, NY 14203

CONTRACT

Project No.: 202300203

Amount:

Description: Cooperative Agreement
Royal Park Complex
Town of Amherst
ECWA Project No.: 202400067

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

- 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2. Claimants who do not have a direct contract with the CONTRACTOR:
 1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.