#### REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN; that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept sealed proposals at the Office of the Purchasing Agent until August 10, 2012 at 2:00 P.M. for a Public Safety Radio Communications System Site Development, Construction, and Civil Engineering Services.

Specifications are available by contacting the Office of the Purchasing Agent, Linda M. Wolf, CPA, Government Center, 7551 Court St., Elizabethtown, New York 12932 or by calling 518-873-3332. Specifications are also available on the website at: www.co.essex.ny.us.

All proposals submitted in response to this notice shall be marked "SEALED PROPOSAL – RADIO COMMUNICATIONS SYSTEM SITE DEVELOPMENT, CONSTRUCTION AND CIVIL ENGINEERING" clearly on the outside of the envelope.

In addition to the proposal, the proposer shall submit executed non-collusion bid certificates signed by the proposer or one of its officers as required by the General Municipal Law Sec. 103d. The bidder shall also submit an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

Each proposal must be accompanied by either a Certified Check or a Bid Bond, in a form acceptable to the Essex County Attorney, payable to Essex County Treasurer in the amount of five percent (5%) of amount of the bid.

All Certified Checks and Bid Bonds, except those of the three (3) low bidders will be returned within ten (10) days after the bids are opened. The checks or bonds of the three (3) low bidders will be returned after the execution of the Contract.

A labor and material Payment Bond and a Performance Bond in the form contained in the Contract documents will be required of the successful Bidder.

Attention of the bidders is particularly called to the requirements as to the conditions of employment to be observed and minimum wage rates under the Contract.

The successful proposer will be notified promptly by letter and must be prepared to enter into a contract to furnish the materials or services.

Essex County reserves the right to reject any and all proposals not considered to be in the best interest of Essex County, and to waive any technical or formal defect in the proposals which is considered by Essex County to be merely irregular, immaterial, or unsubstantial.

PLEASE TAKE FURTHER NOTICE that Essex County affirmatively states that in regard to any contract entered into pursuant to this notice, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or Vietnam Era veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

Dated: June 29, 2012

Linda M. Wolf, CPA Purchasing Agent Essex County Government Center Elizabethtown, New York 12932 (518) 873-3332



# Essex County, New York Request for Proposals For

Public Safety Radio Communications System

Site Development, Construction, and Civil Engineering Services

June 29, 2012

Essex County Purchasing Department
Linda Wolf, CPA, CPPB
Purchasing Agent
7551 Court Street
Elizabethtown, NY 12932
518-873-3332
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#### 1. General

Essex County, New York (County), solicits, through this Request for Proposals (RFP), qualified professionals (PROPOSERS) to provide site development, construction, and civil engineering services for the Essex County Public Safety Radio Communications System.

NOTE – The County is currently having an engineer develop the electrical engineering design plans for the radio communications system sites (sites). Upon completion of the design plans, the County will issue a separate RFP to solicit proposals from qualified professionals to implement the electrical engineering designs at the sites. As a result, the scope of the electrical installation work specified herein is limited.

The County will enter negotiations to contract with a PROPOSER whose proposal, in the judgment of the County best serves the County's needs considering the following factors:

- Cost to the County
- Technical feasibility of the proposal
- PROPOSER experience
- PROPOSER warranty and performance guarantees
- PROPOSER environmental regulation compliance plan
- PROPOSER financial viability
- Project work scheduling

Trade secrets or proprietary information submitted by a PROPOSER in connection with a procurement transaction shall not be subject to public disclosure under the New York State Freedom of Information Act. However, the PROPOSER must invoke the protection of this section prior to or upon submission of the proposal response information. The PROPOSER must also identify the specific content or other materials requiring protection and state the reasons why protection is necessary. Disposition of material after award(s) is/are made should be stated by the PROPOSER.

It is the County's intent to use the services of the selected PROPOSER to provide site development, construction, and civil engineering services as described herein.

# 2. Pre-Proposal Site Visits

The County provides PROPOSERS the opportunity to conduct pre-proposal submission (pre-bid) site visits to the sites covered under the scope of this RFP. The site visits will commence on July 24, 2012 and conclude July 27, 2012. This is the *only opportunity* for PROPOSERS to visit the sites prior to proposal submission.

- A. PROPOSERS desiring to participate in the site visits shall register with the County Purchasing Agent identified in Section 3 within 10 business days after issuance of the RFP.
  - 1. PROPOSERS are required to submit certificates of insurance (COIs) to the County Purchasing Agent upon time of registry. Reference Attachment O County Terms and Conditions.
- B. PROPOSERS are responsible for all costs associated with conducting the site visits including personnel time and travel expenses.
  - 1. PROPOSERS are required to provide their own 4-wheel drive vehicle for the site visits. The County will escort the PROPOSERS to the sites, but will not provide transportation for the PROPOSERS.
  - Lunch shall be a maximum of 45 minutes daily. The County will not provide meals and/or beverages. Given the remote locations of most of the sites, PROPOSERS should pack an appropriate amount of food and beverage for 10-hour days.
  - 3. PROPOSERS should be advised that a 3-hour hike to and from Blue Mountain is necessary given difficult terrain and no vehicular access. If PROPOSERS are unable to hike to and from the Site, they should prepare their proposals using the documentation provided in the RFP attachments. See Section 2.C.4 for additional information.
- C. The site visits shall be conducted over four days. Refer to *Attachment B Site Locations*.
  - 1. Day 1 shall commence at 11:00 a.m. EDT at the Lewis Public Safety Building (PSB) and consist of a project overview presentation followed by a PSB site visit. The remainder of the day shall be spent traveling to and visiting (in chronological order):

- Saddle Hill
- Wells Hill
- 2. Day 2 shall commence at 8:30 a.m. EDT at Angier Hill. The remainder of the day shall be spent visiting (in chronological order):
  - Mount Pisgah
  - Terry Mountain
- 3. Day 3 shall commence at 8:00 a.m. EDT at Belfry Mountain followed by
  - Mount Defiance
  - Grandpas Knob
- 4. Day 4 shall commence at 8:30 a.m. EDT at the base of Blue Mountain followed by a 3-hour hike to the summit.

PROPOSERS should be aware that the Blue Mountain summit hike is physically challenging, requiring stamina and endurance.

# 3. Submission of Proposals

A. Proposals must be received no later than 10 business days after the conclusion of the site visits. Proposals must be received by 2:00 P.M. on Friday, August 10, 2012 and shall be submitted to:

Linda M. Wolf, CPA, CPPB Purchasing Agent Essex County Government Center 7551 Court Street – PO Box 217 Elizabethtown, New York 12932

- B. Three bound hard copies and three electronic copies (i.e., CD/DVD-ROM) of each proposal must be received in a sealed package with the designation "SEALED PROPOSAL RADIO COMMUNICATIONS SYSTEM SITE DEVELOPMENT, CONSTRUCTION AND CIVIL ENGINEERING" conspicuously marked on the outer envelope.
- C. The County will open and log all proposals on the above stated date and time. All proposals submitted will be a matter of public record unless the PROPOSER invokes the protection of the New York State Freedom of Information Act for all or portions of their proposal.
- D. The County will not be liable for any costs incurred by firms associated with the development or delivery of proposals in response to this RFP. PROPOSERS should direct any questions concerning this RFP to Linda Wolf, Purchasing Agent via e-mail at lwolf@co.essex.ny.us.

# 3.1 Proposal Format

All proposals must be submitted according to the following requirements and the requirements defined in Attachment O – County Terms and Conditions and include the following:

- A. Executive Summary include proposal structure, pricing summary, assumptions and constraints, potential project risks, and any other pertinent information.
- B. Point-by-point compliance:
  - 1. PROPOSERS shall demonstrate compliance with the requirements herein by completing the matrix provided in Attachment A *Compliance Matrix*.

- 2. The *fully completed* compliance matrix must be included in the proposal response.
- 3. PROPOSERS shall mark an "X" in the appropriate column for each line of matrix. PROPOSERS are not required to address rows of the matrix marked with "N/A," as these rows do not require a statement of compliance. Compliance statements are limited to the following three choices:
  - a. COMPLY The proposal meets or exceeds the specified requirement.
  - b. COMPLY WITH CLARIFICATION The proposal does not meet the exact stated requirement; however, meets a substantial portion of or meets the intent of the requirement. PROPOSER must provide a detailed explanation in the "Questions/Comments" column when using this statement.
  - c. EXCEPTION The proposal does not meet the specified requirements. PROPOSER must provide a detailed explanation when using this statement.
- C. Experience and qualifications of the PROPOSER with similar projects including the following information describing the:
  - 1. Descriptions of the PROPOSER's qualifications
  - 2. Resumes of key personnel
  - 3. Examples of written deliverables (i.e., drawings, test reports, etc.) similar to those required herein
  - 4. A list of five projects of similar type, size, and complexity, including:
    - a. Name of the project
    - b. Location
    - c. Initiation and completion dates
    - d. Scope of work

- e. Financial magnitude
- f. Contact person(s)
- g. Contact telephone number(s)
- h. Contact e-mail address(es)
- D. Description of all applicable site development, construction, and civil engineering services and products by site as called out in Section 5:
  - 1. Existing documentation review
  - 2. Site development:
    - a. New access road installation
    - b. Existing access road repairs and improvements
    - c. Site and access road storm water, erosion, and sediment controls
    - d. Clearing and grubbing of natural and manmade impediments
    - e. Removal and disposal of existing sections of site perimeter security fences
    - f. Microwave radio path vegetation trimming, clearing, and disposal
    - g. Excavation for underground electrical conduits and exterior electrical grounding systems
  - 3. Site construction:
    - a. Provisioning and installation of electrical conduits between commercial utility demarcation points and equipment shelters
    - Provisioning and installation of electrical and low-voltage signaling and control conduits between equipment shelters, generators, and liquefied propane gas (LPG) fuel storage tanks
    - c. Provisioning and installation of radio tower and equipment shelter exterior electrical grounding systems

- d. Construction of concrete foundations to support a radio tower, equipment shelters, and generator fuel tanks
- e. Installation of a radio tower, equipment shelters, generators, fuel tanks, and associated components
- f. Bonding of a radio tower, equipment shelters, generators, and fuel tanks to the electrical grounding systems
- g. Removal and disposal of existing equipment building radiofrequency (RF) transmission line entry panel
- h. Removal and disposal of existing RF transmission line cable bridges (i.e., ice bridges)
- i. Provisioning, installation, and bonding of:
  - Equipment building RF transmission line entry ports and panels
  - Cable trays and associated components
  - 3) Site perimeter security fences and gates
  - 4) Radio tower RF transmission line support conduits
  - 5) Rooftop penetration entry port and associated components
  - 6) Microwave radio antenna wall mount
  - 7) RF transmission line cable bridges and associated components
- 4. Equipment transportation, offloading, and fueling:
  - a. Transport, offload, and place on their concrete foundations four new equipment shelters and the associated components from a temporary staging area located at 702 Stowersville Road, Lewis, New York 12950 to the following sites:
    - 1) Belfry Mountain –12' x 24' prefabricated equipment shelter

- 2) Mount Pisgah –10' x 28' prefabricated *OR* panel built (TBD by the County) equipment shelter with integral generator room
- 3) Terry Mountain 10' x 16' prefabricated equipment shelter
- 4) Wells Hill 10' x 22' prefabricated equipment shelter with integral generator room

See Sections 5.2, 5.7, 5.9, and 5.10 for additional information. NOTE – Equipment shelter dimensions are nominal exterior measurements.

- b. Transport and offload two new 22 kW, 120/240 volt single-phase indoor propane generators, one 250-gallon LPG fuel storage tank, one 500-gallon LPG fuel storage tank, and the associated components from a temporary staging area located at 702 Stowersville Road, Lewis, New York 12950 to Mount Pisgah and Wells Hill, respectively. See Sections 5.7 and 5.10 for additional information.
- c. Fueling the 250-gallon Mount Pisgah LPG fuel storage tank and the 500-gallon Wells Hill LPG fuel storage tank in accordance with all applicable federal, state, and local regulations.

#### 5. Civil engineering:

- a. Development of as-built drawings
  - 1) Plot (site) plans reflecting the descriptions, areas, and values of all existing and installed components as related to the scope of work defined herein for each site
  - Circuit (electrical) and equipment grounding diagrams as related to the scope of work defined herein for each site (where applicable)
  - 3) Testing (where applicable) and verification of installed components and systems
- 6. Warranty:

a. The selected PROPOSER shall provide a no deductible warranty against all defects in materials and workmanship for a minimum period of 3-years from the date of acceptance at each site.

#### 7. Training:

- a. Where applicable, the selected PROPOSER shall provide equipment and facility training and the associated documentation. If no training is available for a given item, the PROPOSER shall identify this in their proposal.
- 8. Environmental regulation compliance plan PROPOSER shall describe how their work approach complies with New York State Department of Environmental Conservation (DEC) and Adirondack Park Agency (APA) environmental regulations. Refer to Section 3.6 for additional information.
- 9. Financial viability PROPOSER shall provide financial statements for the organization for the past three years
- 10. Project management plans:
  - a. Scope and change management plan
  - b. Staffing management plan
  - c. Schedule management plan
  - d. Quality management plan
  - e. Performance baselines
  - f. Risk management plan
  - g. Communication management plan
  - h. Procurement management plan
  - i. Punch list

Refer to Section 7 – *Project Management*, for additional information.

11. Total proposal cost with detailed pricing – PROPOSER shall include a total fixed-price cost proposal with itemized pricing using the form contained in Attachment N – Proposal Pricing Forms, for all site development, construction, and civil engineering services required to successfully fulfill the scope of work defined herein and in accordance with all applicable regulations, standards, and guidelines.

For additional details regarding proposal submission, reference Attachment O – *County Terms and Conditions*.

## 3.2 Proposal Evaluation

During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from PROPOSERS, or to allow corrections of errors or omissions.

For additional information on proposal evaluation, reference Attachment O – *County Terms and Conditions*.

# 3.3 Alternate Proposal

PROPOSERS may submit alternate proposals. Such an alternate proposal can consist of any submittal that the PROPOSER feels will meet the needs of the County. The County will not consider a submittal that does not substantially meet the intent of the requirements set forth in the RFP scope of work. To the extent the alternate proposal deviates from the scope of work set forth in the RFP, the PROPOSER should identify and explain the economic, technical, or environmental benefit to the County of such deviations.

## 3.4 RFP Clarifications and Revisions

#### 3.4.1 RFP Clarifications

In the event that requirements are stated in more than one section of this RFP and/or attachments and appear to conflict, the more stringent requirement shall apply. For additional information regarding proposal clarifications and revisions, reference Attachment O – County Terms and Conditions.

#### 3.4.2 RFP Revisions

Since the design of the public safety radio system is still undergoing changes, the possibility exists that some requirements contained herein may be subject to change during the time in which this RFP is released, site visits are conducted, and PROPOSER responses are received and evaluated. Should changes occur that significantly impact the scope of work, the County will issue an addendum to allow PROPOSERS the opportunity to revise their submittals.

# 3.5 Modification and Withdrawal of Proposals

For additional information regarding modification and withdrawal of proposals, reference Attachment O – *County Terms and Conditions*.

# 3.6 Work Approach, Permits, and Contract

## 3.6.1 Work Approach

- A. The selected PROPOSER shall be responsible for pre-coordinating and scheduling all work (including arranging for site access) with the County, the County's consultant, points-of-contact (POC) designated by the County, utility providers, and other professionals with whom the County contracts to provide equipment and services at the sites.
- B. The selected PROPOSER shall perform all work in accordance with the applicable federal, state, APA, DEC, and local laws and safety regulations.
- C. All services and products provided by the selected PROPOSER shall conform to the applicable regulations, standards, and guidelines set forth by the organizations listed in Section 8 *Compliance*.
  - 1. The selected PROPOSER shall comply with the Construction Specifications Institute's (CSI) standards for site development and construction including, but not limited to Division 1 Execution Requirements and Division 2 Tree Protection and Trimming, Earthwork, and Lawns and Grasses.
- D. The selected PROPOSER shall perform all work in accordance with the instructions and specifications contained in the zoning drawings and construction drawings (ZDs/CDs).

- E. The selected PROPOSER shall be responsible for all costs associated with precoordinating, scheduling, and performing the entire scope of work including labor time and travel expenses.
- F. The selected PROPOSER shall verify all existing underground utilities and notify utility providers prior to excavation at the sites. All excavation work within 36-inches of either side of underground utilities must be completed by hand excavation methods.
- G. The selected PROPOSER shall plan, coordinate, and perform all work with minimal interruption of service to existing critical systems.

#### 3.6.2 Permits

The County filed permits with the APA for all applicable sites contained herein. The County also informed the local governments that since this is a public project, New York State laws grant it immunity from local zoning and permitting. As a result, local permits are not required.

#### 3.6.3 Contract Award

**PROPOSERS** are required to submit proposals addressing the entire scope of work defined herein. The County reserves the right to reject any or all portions of a proposal or alternate proposal. The County also reserves the right to accept portions of multiple proposals submitted by different PROPOSERS.

#### 3.6.4 Contract Term

The contract term will cover the time from the execution of the contract for two years. The contract will include an option exercisable by the County for two subsequent years. The County reserves the right to terminate the agreement at any time through the initial term (or thereafter) with appropriate notice to the selected PROPOSER.

For additional contract terms and conditions, reference Attachment O – *County Terms* and *Conditions*.

## 4. Communications Sites

The selected PROPOSER shall be responsible for performing the scope of work defined in Section 5 for the sites in the following list at which the County will install radio communications facilities and equipment:

- A. Angier Hill
- B. Belfry Mountain
- C. Blue Mountain
- D. Grandpas Knob
- E. Lewis Public Safety Building (PSB)
- F. Mount Defiance<sup>1</sup>
- G. Mount Pisgah
- H. Saddle Hill
- I. Terry Mountain
- J. Wells Hill

PROPOSERS should be aware that multiple partners are responsible for procuring and installing equipment at the 18 sites comprising the Essex County Public Safety Radio Communications System. Procurement of the equipment and services for the sites not addressed in this RFP are the responsibility of other parties.

<sup>&</sup>lt;sup>1</sup> Mount Defiance work scope is limited to microwave radio path vegetation clearing and trimming.

# 5. Scope of Work by Site

This section defines the site development, construction, and civil engineering services and products the selected PROPOSER is to provide per site. All services and products outlined shall be compliant with the detailed requirements described throughout this RFP.

## **References**

Reference the following attachments included with this RFP for additional information:

- Attachment A Compliance Matrix
- Attachment B Site Locations
- Attachment C Site Map
- Attachment D Zoning Drawings (ZDs)
- Attachment E High-Level Site Summaries
- Attachment F Geotechnical Reports
- Attachment G Microwave Radio Path Vegetation Trimming
- Attachment H Electrical Engineering Design Services RFP
- Attachment I Lewis PSB Conduit and Cable Tray Design
- Attachment J Mount Pisgah Access and Site Plan
- Attachment K Construction Drawings
- Attachment L Terry Mountain Structural Analysis
- Attachment M Lewis PSB Antenna Wall Mount
- Attachment N Proposal Pricing Forms
- Attachment O County Terms and Conditions

NOTE – Certified construction drawings (CDs) and interior equipment shelter/building floor layout drawings are not currently available for all sites, however may become available during the time in which this RFP is issued, proposals are received and evaluated, and a contract is awarded. Reference Attachments D and K for the drawing documents currently available.

# 5.1 Angier Hill

## 5.1.1 Existing Documentation

A. PROPOSERS shall review existing documentation provided by the County including the CD, interior and exterior electrical designs, equipment lists, etc.

#### 5.1.2 Site Construction

- A. RF transmission line entry port and panel services shall include:
  - Removal and proper disposal of the existing equipment building RF transmission line entry panel (site owner's technician will temporarily remove existing transmission lines) from the existing equipment building entry port.
  - 2. Preparation of the existing equipment building RF transmission line entry port for installation of the new entry panel. The existing equipment building RF transmission line entry port is estimated to be 24" x 32", however should be verified by PROPOSERS during the pre-proposal site visits.
  - 3. Provision and installation of a new 12-port RF transmission line entry panel consisting of 4" port entry feed-through holes
  - 4. Provision of 12 seals to prevent animals, birds, and insects from entering an unused port and gaining equipment shelter access
  - 5. Bonding of the RF transmission line entry panel to the equipment building master ground bus (MGB) in accordance with Motorola's R56 Standards and Guidelines for Communications Sites (latest revision) (hereafter referred to as Motorola R56 Guidelines)

NOTE – PROPOSER shall coordinate with the Site Owner and their technicians who will temporarily disconnect existing RF transmission lines to allow for the removal of the existing equipment building RF transmission line entry panel and installation of the new panel. The PROPOSER shall coordinate their work plan with the site owner at least 2-weeks prior to starting work.

#### B. The cable bridge shall include:

- 1. Removal and proper disposal of the existing cable bridge and associated components (site owner's technician will temporarily remove existing transmission lines).
- 2. Provision and installation of a new 24" self-supporting cable bridge between the existing radio tower and equipment building in accordance with the CD.
  - a. The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of supporting a minimum of 12 cables (vertical t-brackets are not acceptable).
- 3. Bonding of the cable bridge to the external grounding system in accordance with the latest version of the Motorola R56 Guidelines

NOTE – PROPOSER shall coordinate with the Site Owner and their technicians who will temporarily remove RF transmission lines from the existing cable bridge to allow for the removal of the cable bridge and installation of the new cable bridge. The PROPOSER shall coordinate their work plan with the site owner at least 2-weeks prior to starting work.

#### C. The cable tray shall include:

- 1. Provision and installation of a new cable tray system that is at least 18" wide. The cable tray system shall be supported from the equipment shelter ceiling with the appropriate hardware and located over the equipment racks based on the required equipment layout (reference Attachment K Construction Drawings).
- 2. The cable tray shall be installed 96" (8-feet) above the equipment shelter finished floor.
- 3. A minimum of 30-centimeters (12-inches) shall be maintained between the top of the cable tray and the interior ceiling of the equipment shelter.
- 4. The selected PROPOSER shall provide and install all required cable tray accessory components such as section splice plates, horizontal bends/tees/crosses, vertical members, frame/wall supports, and barriers.

The accessory components provided shall be from a single manufacturer to ensure compatibility.

- 5. All cable tray sections shall be bonded together at each joint and connected back to the MGB at a single location on the cable tray closest to the MGB in accordance with the latest version of the Motorola R56 Guidelines. Additionally, the joints shall be bonded with #2 American Wire Gauge (AWG) green jacket copper and both ends shall be attached with the appropriate two-hole compression fittings and required hardware.
- A #2 AWG green jacket copper run shall also be installed from the closest point of the cable tray to the MGB with the appropriate compression fittings and hardware to tie the cable tray back to the single-point ground system.

NOTE – PROPOSER shall coordinate with the Site Owner and their technicians who will remove RF transmission line ties (no cable tray is currently installed) affixed to the equipment building ceiling to allow for the installation of the cable tray and associated components. The PROPOSER shall coordinate their work plan with the site owner at least 2-weeks prior to starting work.

# 5.1.3 Civil Engineering

- A. The selected PROPOSER shall develop and deliver as-built drawing(s) reflecting the descriptions, areas, and values of all existing and installed components as they relate to the scope of work for this site.
- B. Testing and verification shall include:
  - 1. Testing (where applicable) and verification of the installed components and systems in accordance with all applicable standards and regulations
  - 2. Provision of a test report (where applicable) and certification of installation in accordance with all applicable codes, standards, and regulations

# 5.2 Belfry Mountain<sup>2</sup>

The County recently purchased a parcel of land adjacent to the existing Belfry Mountain communications site and is entering into a collocation agreement with a commercial wireless carrier who will be responsible for developing a significant portion of the site including installation of the new access road, extending commercial utilities to the demarcation point, erecting the radio tower, etc. As a result, the scope of work defined herein is limited to the components unique to the County and not covered by the commercial wireless carrier.

## **5.2.1 Existing Documentation**

A. PROPOSERS shall review existing documentation provided by the County including the ZD, geotechnical analysis reports, interior and exterior electrical designs, equipment lists, etc.

## 5.2.2 Site Development

- A. Excavation for underground electrical conduits and exterior electrical grounding system shall include:
  - 1. Excavation to provide one 2" underground electrical conduit between the commercial utility demarcation point and the County's new equipment shelter
  - 2. Excavation to provide one 3/4" underground electrical conduit between the County's new equipment shelter and the shared generator
  - 3. Excavation to provide one 3/4" underground electrical conduit between the County's new equipment shelter and the shared generator fuel tank
  - 4. Excavation to provide the new equipment shelter exterior electrical grounding ring system with connectivity to the new radio tower electrical grounding system (radio tower electrical grounding system provided and installed by the commercial wireless carrier).

<sup>&</sup>lt;sup>2</sup> As cited in Section 4.3.2, the design of the public safety radio system is still undergoing changes. The requirements for Belfry Mountain are subject to change.

#### **5.2.3 Site Construction**

- A. Electrical and low-voltage signaling and control conduits include:
  - 1. Provision and installation of one 2" underground electrical conduit with pull string between the commercial utility demarcation point and the County's new equipment shelter
  - 2. Provision and installation of one 3/4" underground electrical conduit with pull string between the County's new equipment shelter and the shared generator for powering the generator battery charger and block heater
  - 3. Provision and installation of one 3/4" underground electrical conduit with pull string between the County's new equipment shelter and the shared generator for low-voltage signaling and control circuits
  - 4. Provision and installation of one 3/4" underground electrical conduit with pull string between the County's new equipment shelter and the shared generator fuel tank for low-voltage signaling and control circuits.
- B. The equipment shelter exterior electrical grounding system shall Include provision and installation of the equipment shelter exterior electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and electrical design.
- C. Equipment shelter concrete foundation shall include construction of a concrete foundation to support the County's new 12' x 24' prefabricated equipment shelter in accordance with the equipment shelter manufacturer's foundation design and ZD/CD
- D. Equipment shelter installation shall include:
  - 1. Installation of the County's new 12' x 24' prefabricated equipment shelter and associated components in accordance with the equipment shelter manufacturer's specifications and ZD/CD
  - 2. Bonding of the County's new 12' x 24' prefabricated equipment shelter to the equipment shelter exterior electrical grounding system and the radio tower electrical grounding system (radio tower grounding system provided and installed by commercial wireless carrier) in accordance with the latest version of the Motorola R56 Guidelines

#### E. Cable bridge includes:

- Provision and installation of a new 24" self-supporting cable bridge between the new radio tower and new equipment shelter in accordance with the ZD/CD
  - a. The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of supporting a minimum of 12 cables (vertical t-brackets are not acceptable).
- 2. Bonding of the cable bridge to the radio tower external grounding system (provided and installed by the commercial wireless carrier) in accordance with the latest version of the Motorola R56 Guidelines

## 5.2.4 Equipment Transportation and Offloading

A. PROPOSERS shall provide a fixed-price cost proposal to transport, offload, and place on its foundation a new 12' x 24' prefabricated equipment shelter and the associated components from a temporary staging area located at 702 Stowersville Road, Lewis, New York 12950, to Belfry Mountain (reference Attachment B – *Site Locations*). PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – *Proposal Pricing Forms*.

# 5.2.5 Civil Engineering

- A. The selected PROPOSER shall develop and deliver an as-built drawing reflecting the descriptions, areas, and values of all existing and installed components as they relate to the scope of work for this site.
- B. Regarding testing and verification, the selected PROPOSER shall:
  - 1. Test (where applicable) and verify the installed components and systems in accordance with all applicable standards and regulations.
  - 2. Provide test report(s) (where applicable) and certification of installation in accordance with all applicable codes, standards, and regulations.

## 5.3 Blue Mountain

The County currently has no equipment installed at Blue Mountain. To accommodate the new public safety radio system, the County will install the new Low Band radio paging equipment in the existing equipment shelter #1 (old collocation space) and the new microwave radio equipment in existing shelter #2 (new collocation space). Refer to Attachments D and E.

## 5.3.1 Existing Documentation

A. PROPOSERS shall review existing documentation provided by the County including the ZD, interior and exterior electrical designs, equipment lists, etc.

# 5.3.2 Site Development

- A. Regarding existing site access road repairs and improvements PROPOSERS shall:
  - 1. Provide a fixed-price cost proposal specifying any required existing site access road repairs and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N Proposal Pricing Forms.
- B. Regarding excavation for underground electrical conduit:
  - As stated in Section 1, the County is currently having an engineer develop
    the electrical engineering design plans for the radio sites. If the design
    dictates the need for an additional underground electrical conduit
    between the existing equipment shelters to support low-voltage
    signaling and control circuits, excavate to provide the specified
    conduit.
  - 2. Assuming the conduit is needed; PROPOSERS shall include a fixedprice line item in their cost proposal to excavate for provision of the underground electrical conduit. For the cost estimate basis, PROPOSERS should assume one 2" conduit is needed. PROPOSERS

shall provide the fixed-price cost proposal using the form contained in Attachment N – *Proposal Pricing Forms*.

#### 5.3.3 Site Construction

- A. With regard to electrical and low-voltage signaling and control conduit:
  - 1. As previously stated, the County is currently having an engineer develop the electrical engineering design plans for the radio sites. If the design dictates the need for an additional underground electrical conduit between the existing equipment shelters to support low-voltage signaling and control circuits, provide and install the specified conduit with pull string.
  - Assuming the conduit is needed, PROPOSERS shall include a fixedprice line item in their cost proposal to provide and install the underground electrical conduit. For the cost estimate basis, PROPOSERS should assume one 2" conduit is needed. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.
- B. The cable bridge shall include:
  - 1. Provision and installation of a new 24" self-supporting cable bridge between the existing radio tower and equipment shelter in accordance with the ZD.
    - a. The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of supporting a minimum of 12 cables (vertical t-brackets are not acceptable).
  - 2. Bonding of the cable bridge to the radio tower external grounding system in accordance with the latest version of the Motorola R56 Guidelines

## 5.3.4 Civil Engineering

A. The selected PROPOSER shall develop and deliver as-built drawing(s) reflecting the descriptions, areas, and values of all existing and installed components as they relate to the scope of work for this site.

- B. Testing and verification shall include:
  - 1. Tests (where applicable) and verification of the installed components and systems in accordance with all applicable standards and regulations
  - Provision of test report(s) (where applicable) and certification of installation in accordance with all applicable codes, standards, and regulations

## 5.4 Grandpas Knob

## 5.4.1 Existing Documentation

A. PROPOSERS shall review existing documentation provided by the County including the ZD, interior and exterior electrical designs, equipment lists, etc.

#### 5.4.2 Site Construction

- A. The cable bridge shall include:
  - 1. Provision and installation of a new 24" self-supporting cable bridge between the existing radio tower and equipment building in accordance with the ZD.
    - a. The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of supporting a minimum of 12 cables (vertical t-brackets are not acceptable).
  - 2. Bonding of the cable bridge to the radio tower external grounding system in accordance with the latest version of the Motorola R56 Guidelines
- B. The cable tray shall include:
  - 1. Provision and installation of a new cable tray system that is at least 18" wide. The cable tray system shall be supported from the equipment building ceiling with the appropriate hardware and located over the equipment racks based on the required equipment layout (reference Attachment D Zoning Drawings).

- 2. The cable tray shall be installed 96" (8-feet) above the equipment building finished floor.
- 3. A minimum of 30-centimeters (12-inches) shall be maintained between the top of the cable tray and the interior ceiling of the equipment building.
- 4. The selected PROPOSER shall provide and install all required cable tray accessory components such as section splice plates, horizontal bends/tees/crosses, vertical members, frame/wall supports, and barriers. The accessory components provided shall be from a single manufacturer to ensure compatibility.
- 5. All cable tray sections shall be bonded together at each joint and connected back to the MGB at a single location on the cable tray closest to the MGB in accordance with the latest version of the Motorola R56 Guidelines. Additionally, the joints shall be bonded with #2 AWG green jacket copper and both ends shall be attached with the appropriate two-hole compression fittings and required hardware.
- A #2 AWG green jacket copper run shall also be installed from the closest point of the cable tray to the MGB with the appropriate compression fittings and hardware to tie the cable tray back to the single-point ground system.
- C. RF transmission line entry port and panel shall include:
  - 1. Provision and installation of an RF transmission line entry port in the existing equipment building wall in accordance with the ZD
  - 2. Provision and installation of a 12-port entry panel consisting of 4" port entry feed-through holes in accordance with the ZD
  - 3. Provision of 12 seals to prevent animals, birds, and insects from entering an unused port and gaining equipment shelter access
  - 4. Bonding of the RF transmission line entry panel to the equipment building MGB in accordance with the latest version of the Motorola R56 Guidelines

## 5.4.3 Civil Engineering

- A. The selected PROPOSER shall develop and deliver as-built drawing(s) reflecting the descriptions, areas, and values of all existing and installed components as they relate to the scope of work for this site.
- B. Testing and verification shall include:
  - 1. Test(s) (where applicable) and verification of the installed components and systems in accordance with all applicable standards and regulations
  - Provision of test report(s) (where applicable) and certification of installation in accordance with all applicable codes, standards, and regulations

#### 5.5 Lewis PSB

## 5.5.1 Existing Documentation

A. PROPOSERS shall review existing documentation provided by the County including the CD, Attachment I – Lewis PSB Conduit and Cable Tray Design, Attachment M – Lewis PSB Antenna Wall Mount, interior and exterior electrical designs, equipment lists, etc.

#### 5.5.2 Site Construction

- A. Building rooftop penetration entry port(s) shall include:
  - 1. Provision and installation of the building rooftop penetration entry port and associated components as specified in Attachment I *Lewis PSB Conduit and Cable Tray Design*.
  - 2. Bonding of the building rooftop penetration entry port and associated components to the Lewis PSB electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines.
- B. Microwave radio antenna wall mount shall include:
  - 1. Provision and installation of the microwave radio antenna wall mount and associated components in accordance with Attachment M Lewis PSB

Antenna Wall Mount. The microwave radio antenna will be provided and installed by another party.

 Bonding of the microwave radio antenna wall mount and associated components to the Lewis PSB electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines.

# C. Cable bridges shall include:

NOTE – Attachments I, K, and M refer to the building rooftop cable bridge as a "cable tray." Since the specification calls for a ventilated tray cover, to be consistent with the other areas of this RFP, this section identifies this outdoor cable support as a "cable bridge."

- 1. Provision and installation of a new cable bridge extension as specified in Attachment I Lewis PSB Conduit and Cable Tray Design. Note that Attachment I specifies the materials and installation procedures including the temporary removal of the cable bridge support stanchion.
  - a. The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of supporting a minimum of 12 cables (vertical t-brackets are not acceptable).
- 2. Provision and installation of a new 12" wide self-supporting rooftop-mounted cable bridge and associated components (between the cable bridge extension and microwave radio antenna) in accordance with the latest version of the Motorola R56 Guidelines and Attachments I, K, and M. Note that Attachment I specifies the cable bridge support materials and installation procedures.
  - a. The cable bridge shall be constructed of aluminum and meet or exceed the specifications defined in Attachment I.

## 5.5.3 Civil Engineering

A. The selected PROPOSER shall develop and deliver as-built drawing(s) reflecting the descriptions, areas, and values of all existing and installed components as they relate to the scope of work for this site.

#### B. Testing and verification shall include:

- 1. Test(s) (where applicable) and verification of the installed components and systems in accordance with all applicable standards and regulations
- Provision of test report(s) (where applicable) and certification of installation in accordance with all applicable codes, standards, and regulations

#### 5.6 Mount Defiance

NOTE – As stated in Section 4, the scope of work for Mount Defiance is limited to microwave radio path vegetation trimming, clearing, and disposal. Other parties are responsible for existing equipment building renovations and other site installations.

# 5.6.1 Existing Documentation

A. PROPOSERS shall review existing documentation provided by the County including the ZD and Attachment G – *Microwave Radio Path Vegetation Trimming*.

# 5.6.2 Site Development

A. Microwave radio path vegetation trimming, clearing, and disposal shall include trimming, clearing, and properly disposing of deciduous, coniferous, and other vegetation for the microwave radio paths in accordance with *Attachment G – Microwave Radio Path Vegetation Trimming*. All trimming and clearing services shall adhere to APA and DEC regulations and CSI standards.

# 5.6.3 Civil Engineering

#### A. Verification shall include:

- 1. Provision of digital photograph sets taken *before and after* trimming, clearing, and disposal of the vegetation from at least three angles for each microwave radio path.
- 2. Provision of a written report describing the approximate amount (magnitude) of vegetation trimmed, cleared, and certify that trimming and

clearing was performed in accordance with the requirements called out in Attachment G – *Microwave Radio Path Vegetation Trimming*.

# 5.7 Mount Pisgah

NOTE – Due to site access and layout constraints, the County is determining the feasibility of installing the equipment shelter at the location depicted as "Option 1" or "Option 2" on the ZD.

PROPOSERS should review the Mount Pisgah ZD (Attachment D) along with the access and site plan (Attachment J) <u>prior</u> to conducting the pre-proposal site visits.

## 5.7.1 Existing Documentation

A. PROPOSERS shall review existing documentation provided by the County including the ZD, geotechnical report, interior and exterior electrical designs, equipment lists, etc.

## 5.7.2 Site Development

- A. Regarding existing site access road repairs and improvements PROPOSERS shall:
  - 1. Provide a fixed-price cost proposal specifying any required existing site access road repairs and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N Proposal Pricing Forms.
- B. Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:
  - Provide a fixed-price cost proposal specifying any required existing site
    and access road storm water, erosion, and sediment controls needed for
    site development and site construction based on the scope of work
    contained in the ZD, as defined herein, and as observed during the pre-

proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – *Proposal Pricing Forms*.

- C. Clearing and grubbing of natural and manmade impediments shall include:
  - Clearing and grubbing of natural and manmade impediments according to the ZD and as observed during the pre-proposal site visit. The equipment shelter and LPG fuel storage foundation areas and underground conduit excavation areas shall be clear of brush and stumps. Clearing and grubbing must adhere to APA and DEC regulations and CSI standards.
  - 2. Provision of a fixed-priced cost proposal to clear, grub, and grade the access way leading to the Option 1 equipment shelter location from the "jeep trail" and main wooded access trail as identified in *Attachment J Mount Pisgah Access and Site Plan*. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N *Proposal Pricing Forms*.
- D. Excavation for underground electrical conduits and exterior electrical grounding system shall include:
  - 1. Excavation to provide one 2" underground electrical conduit between the commercial utility demarcation point and the County's new equipment shelter
  - 2. Excavation to provide one 3/4" underground electrical conduit between the County's new equipment shelter and the generator fuel tank
  - 3. Excavation to provide the new equipment shelter exterior electrical grounding ring system in accordance with the electrical design and ZD

#### 5.7.3 Site Construction

- A. Electrical and low-voltage signaling and control conduits shall include:
  - 1. Provision and installation of one 2" underground electrical conduit with pull string between the commercial utility demarcation point and the County's new equipment shelter in accordance with the electrical design and ZD.

- 2. Provision and installation of one 3/4" underground electrical conduit with pull string between the County's new equipment shelter and the generator fuel tank for low-voltage signaling and control circuits in accordance with the electrical design and ZD.
- B. The selected PROPOSER shall provide and install the equipment shelter exterior electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines, the electrical design, and ZD.
- C. The selected PROPOSER shall construct a concrete foundation to support the County's new 10' x 28' prefabricated *OR* panel built (TBD by the County) equipment shelter with integral generator room in accordance with the equipment shelter manufacturer's foundation design and ZD.
- D. Equipment shelter installation shall include:
  - 1. Installation of the County's new 10' x 28' prefabricated *OR* panel built (TBD by the County) equipment shelter and associated components in accordance with the equipment shelter manufacturer's specifications and ZD.
  - 2. Bonding of the County's new 10' x 28' prefabricated *OR* panel built (TBD by the County) equipment shelter to the shelter exterior electrical grounding system and radio tower electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design.
- E. The selected PROPOSER shall construct a concrete foundation to support the new 250-gallon generator LPG fuel storage tank in accordance with the generator manufacturer's foundation design and ZD.
- F. Generator LPG fuel storage tank and line installation shall include:
  - 1. Installation of the new 250-gallon generator LPG fuel storage tank on its foundation in accordance with the generator manufacturer's specifications
  - 2. Bonding of the 250-gallon generator LPG fuel storage tank to the exterior electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design

3. Provision and installation of the LPG fuel line between the fuel storage tank and the generator.

#### G. Generator installation shall include:

- 1. Installation of the County's new 22 kW, 120/240 volt single-phase indoor propane generator and automatic transfer switch (ATS) in the equipment shelter integral generator room in accordance with the generator and equipment shelter manufacturer's specifications
- 2. Bonding of the generator and ATS to the equipment shelter electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design
- 3. Connection of the LPG fuel line to the generator in accordance with the generator manufacturer's specifications

#### H. The cable bridge shall include:

- 1. Provision and installation of a new 24" self-supporting cable bridge between the existing radio tower and new equipment shelter in accordance with the ZD.
  - a. The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of supporting a minimum of 12 cables (vertical t-brackets are not acceptable).
- 2. Bonding of the cable bridge to the radio tower external grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design

# 5.7.4 Equipment Transportation, Offloading, and Fueling

A. PROPOSERS shall provide a fixed-price cost proposal to transport, offload, and place on its foundation a new 10' x 28' prefabricated *OR* panel built (TBD by the County) equipment shelter and the associated components from a temporary staging area located at 702 Stowersville Road, Lewis, New York 12950, to Mount Pisgah (reference Attachment B – *Site Locations*). PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – *Proposal Pricing Forms*.

- B. Provide a fixed-price cost proposal to transport, offload, and place the County's new 22 kW, 120/240 volt single-phase indoor propane generator and associated components on its foundation in the equipment shelter integral generator room. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N *Proposal Pricing Forms*.
- C. Provide a fixed-price cost proposal to transport, offload, and place the 250-gallon LPG fuel storage tank on its foundation and fill it with fuel in accordance with all applicable federal, state, and local regulations. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N *Proposal Pricing Forms*.

# 5.7.5 Civil Engineering

- A. The selected PROPOSER shall develop and deliver the as-built drawing(s) reflecting the descriptions, areas, and values of all existing and installed components as they relate to the scope of work for this site.
- B. Testing and verification shall include:
  - 1. Test(s) (where applicable) and verification of the installed components and systems in accordance with all applicable standards and regulations
  - 2. Provision of test report(s) (where applicable) and certification of installation in accordance with all applicable codes, standards, and regulations

#### 5.8 Saddle Hill

#### 5.8.1 Existing Documentation

A. PROPOSERS shall review existing documentation provided by the County including the ZD, geotechnical report, and *Attachment G – Microwave Radio Path Vegetation Trimming.* 

# 5.8.2 Site Development

A. Clearing and grubbing of natural and manmade impediments shall include:

- Clearing and grubbing of natural and manmade impediments according to the ZD and as observed during the pre-proposal site visit. All applicable areas shall be clear of brush and stumps. Clearing and grubbing must adhere to APA and DEC regulations and CSI standards.
- B. The selected PROPOSER shall supply the materials and install a new 12-foot wide gravel access road in accordance with the ZD, APA and DEC regulations, and CSI standards.
- C. The selected PROPOSER shall supply the materials and install the site and access road storm water, erosion, and sediment controls including silt fences, stone check dams, outlet protections, culvert trenches, etc. in accordance with the ZD, as defined herein, and in accordance with APA and DEC regulations and CSI standards.
- D. The selected PROPOSER shall trim, clear, and properly dispose of deciduous, coniferous, and other vegetation for the microwave radio paths in accordance with *Attachment G Microwave Radio Path Vegetation Trimming*. All trimming and clearing services shall adhere to APA and DEC regulations and CSI standards.

#### 5.8.3 Site Construction

- A. Site perimeter security fence and gate shall include:
  - Provision and installation of a 6-foot high chain link fence plus 1-foot barbed wire extension and a 4-foot gate in accordance with the ZD and applicable American Society for Testing and Materials (ASTM) standards for framework (ASTM A1011 / A1011), fabric (A-491-11 and ASTM A817-07), installation (ASTM F567-11a), and other elements as appropriate. PROPOSERS shall provide sufficient detail of the proposed fences, gates, and associated components in their RFP response.
  - The selected PROPOSER shall ensure the site perimeter security fence and gate is bonded and grounded in accordance with the latest version of the Motorola R56 Guidelines and all applicable local building and electrical codes.

## 5.8.4 Civil Engineering

- A. The selected PROPOSER shall develop and deliver as-built drawing(s) reflecting the descriptions, areas, and values of all existing and installed components as they relate to the scope of work for this site.
- B. The selected PROPOSER shall test (where applicable) and verify the installed components and systems in accordance with all applicable standards and regulations.
- C. Verification shall include:
  - 1. Site development and construction:
    - a. Provision of test report(s) (where applicable) and certification of installation in accordance with all applicable codes, standards, and regulations
  - 2. Microwave radio path vegetation trimming, clearing, and disposal shall include:
    - a. Provision of digital photograph sets taken *before and after* trimming, clearing, and disposal of the vegetation from at least three angles for each microwave radio path.
    - b. Provision of a written report describing the approximate amount (magnitude) of vegetation trimmed, cleared, and certify that trimming and clearing was performed in accordance with the requirements called out in Attachment G *Microwave Radio Path Vegetation Trimming*.

# 5.9 Terry Mountain

A. PROPOSERS shall review existing documentation provided by the County including the ZD, geotechnical report, interior and exterior electrical designs, equipment lists, etc.

# 5.9.1 Site Development

A. Clearing and grubbing of natural and manmade impediments shall include:

- Clearing and grubbing of natural and manmade impediments according to the ZD, electrical design, and as observed during the pre-proposal site visit. The equipment shelter foundation, underground conduit excavation, and site perimeter security fence areas shall be clear of brush and stumps. Clearing and grubbing must adhere to APA and DEC regulations and CSI standards.
- B. The selected PROPOSER shall remove and properly dispose of a section of the existing site perimeter security fence as identified in the ZD.
- C. Excavation for underground electrical conduits and exterior electrical grounding system shall include:
  - 1. Excavation to provide one 2" underground electrical conduit between the County's new equipment shelter and the generator located in the existing equipment building
  - 2. Excavation to provide one 3/4" underground electrical conduit between the County's new equipment shelter and the generator located in the existing equipment building
  - 3. Excavation to provide one 3/4" underground electrical conduit between the County's new equipment shelter and the generator fuel tank located in the existing equipment building
  - 4. Excavation to provide the new equipment shelter exterior electrical grounding ring system in accordance with the electrical design and ZD

#### 5.9.2 Site Construction

- A. Electrical and low-voltage signaling and control conduits shall include:
  - 1. Provision and installation of one 2" underground electrical conduit with pull string between the County's new equipment shelter and the generator located in the existing equipment building
  - Provision and installation of one 3/4" underground electrical conduit with pull string between the County's new equipment shelter and the generator located in the existing equipment building for low-voltage signaling and control circuits

- 3. Provision and installation of one 3/4" underground electrical conduit between the County's new equipment shelter and the generator fuel tank located in the existing equipment building for low-voltage signaling and control circuits
- B. The selected PROPOSER shall provide and install the equipment shelter exterior electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and electrical design.
- C. The selected PROPOSER shall construct a concrete foundation to support the County's new 10' x 16' prefabricated equipment shelter in accordance with the equipment shelter manufacturer's foundation design and ZD.
- D. Equipment shelter installation shall include:
  - 1. Installation of the County's new 10' x 16' prefabricated equipment shelter and associated components in accordance with the equipment shelter manufacturer's specifications and ZD
  - 2. Bonding of the County's new 10' x 16' prefabricated equipment shelter to the equipment shelter exterior grounding system the radio tower electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines
- E. The cable bridge shall include:
  - 1. Provision and installation of a new 24" self-supporting cable bridge between the existing radio tower and new equipment shelter in accordance with the ZD.
    - a. The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of supporting a minimum of 12 cables (vertical t-brackets are not acceptable).
  - 2. Bonding of the cable bridge to the radio tower external grounding system in accordance with the latest version of the Motorola R56 Guidelines
- F. Site perimeter security fence and gate shall include:

- Provision and installation of a 6-foot high chain link fence plus 1-foot barbed wire extension and 14-foot wide double-gate in accordance with the ZD and applicable ASTM standards for framework (ASTM A1011 / A1011), fabric (A-491-11 and ASTM A817-07), installation (ASTM F567-11a), and others as appropriate. PROPOSERS shall provide sufficient detail of the proposed fences, gates, and associated components in their RFP response.
- 2. Bonding of the fence, double-gate, and other components to the exterior electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design
- G. The selected PROPOSER shall provide and install two 1" RF transmission line support conduits (one to the 226-foot level and one to the 650-foot level) on the existing radio tower as specified in Attachment L *Terry Mountain Structural Analysis*.

### 5.9.3 Equipment Transportation and Offloading

A. PROPOSERS shall provide a fixed-price cost proposal to transport, offload, and place on its foundation a new 10' x 16' prefabricated equipment shelter and the associated components from a temporary staging area located at 702 Stowersville Road, Lewis, New York 12950, to Terry Mountain (reference Attachment B – *Site Locations*). PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – *Proposal Pricing Forms*.

# 5.9.4 Civil Engineering

- A. The selected PROPOSER shall develop and deliver as-built drawing(s) reflecting the descriptions, areas, and values of all existing and installed components as they relate to the scope of work for this site.
- B. Testing and verification shall include:
  - 1. Test(s) (where applicable) and verification of the installed components and systems in accordance with all applicable standards and regulations
  - 2. Provision of test report(s) (where applicable) and certification of installation in accordance with all applicable codes, standards, and regulations

#### 5.10 Wells Hill

NOTE – The existing 20-foot self-supporting radio tower, cable bridge and associated components, and overhead wires will be removed and properly disposed of as cited on the ZD. However, this equipment will not be decommissioned until after the full implementation of the County's Public Safety Radio Communications is completed. The County is handling the decommissioning work as separate effort.

### 5.10.1 Existing Documentation

A. PROPOSERS shall review existing documentation provided by the County including the ZD, geotechnical report, interior and exterior electrical designs, equipment lists, etc.

### 5.10.2 Site Development

- A. PROPOSERS shall provide a fixed-price cost proposal specifying any required site storm water, erosion, and sediment controls needed for the site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N *Proposal Pricing Forms*.
- B. The selected PROPOSER shall clear and grub natural and manmade impediments according to the ZD, electrical design, and as observed during the pre-proposal site visit. The radio tower, equipment shelter, and LPG fuel storage tank foundation, underground conduit excavation, and site perimeter security fence areas shall be clear of brush and stumps. Clearing and grubbing must adhere to APA and DEC regulations and CSI standards.
- C. Excavation for underground electrical conduits and exterior electrical grounding system shall include:
  - 1. Excavation to provide one 2" underground electrical conduit between the commercial utility demarcation point and the County's new equipment shelter

- 2. Excavation to provide one 3/4" underground electrical conduit between the County's new equipment shelter and the generator fuel tank
- 3. Excavation to provide the new radio tower electrical grounding ring system in accordance with the electrical design and ZD
- 4. Excavation to provide the new equipment shelter exterior electrical grounding ring system in accordance with the electrical design and ZD

#### 5.10.3 Site Construction

- A. Electrical and low-voltage signaling and control conduits shall include:
  - 1. Provision and installation of one 2" underground electrical conduit with pull string between the commercial utility demarcation point and the County's new equipment shelter in accordance with the electrical design and ZD.
  - Provision and installation of one 3/4" underground electrical conduit with pull string between the County's new equipment shelter and the generator fuel tank for low-voltage signaling and control circuits in accordance with the electrical design and ZD.
- B. The selected PROPOSER shall provide and install the radio tower electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines, the electrical design, and ZD.
- C. The selected PROPOSER shall provide and install the equipment shelter exterior electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines, the electrical design, and ZD.
- D. The selected PROPOSER shall construct a concrete foundation to support the County's new 50-foot self-supporting radio tower in accordance with the equipment shelter manufacturer's foundation design and ZD.
- E. Radio tower installation shall include:
  - 1. Stacking and installing the County's new 50-foot self-supporting radio tower in accordance with the equipment shelter manufacturer's specifications and ZD

- 2. Bonding the radio tower to its electrical grounding system and equipment shelter exterior grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design
- F. The selected PROPOSER shall construct a concrete foundation to support the County's new 10' x 22' prefabricated equipment shelter with integral generator room accordance with the equipment shelter manufacturer's foundation design and ZD.
- G. Equipment shelter installation shall include:
  - 1. Installation of the County's new 10' x 22' prefabricated equipment shelter and associated components in accordance with the equipment shelter manufacturer's specifications and ZD
  - 2. Bonding the County's new 10' x 22' prefabricated equipment shelter to the shelter exterior electrical grounding system and radio tower electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design
- H. The selected PROPOSER shall construct a concrete foundation to support the new 500-gallon generator LPG fuel storage tank in accordance with the generator manufacturer's foundation design and ZD.
- I. Generator LPG fuel storage tank and line installation shall include:
  - 1. Installation of the new 500-gallon generator LPG fuel storage tank on its foundation in accordance with the generator manufacturer's specifications
  - Bonding the 500-gallon generator LPG fuel storage tank to the exterior electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design
  - 3. Provision and installation of the LPG fuel line between the fuel storage tank and the generator.
- J. Generator installation shall include:
  - 1. Installation of the County's new 22 kW, 120/240 volt single-phase indoor propane generator and ATS in the equipment shelter integral generator

- room in accordance with the generator and equipment shelter manufacturer's specifications
- 2. Bonding the generator and ATS to the equipment shelter electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design
- 3. Connecting the LPG fuel line to the generator in accordance with the generator manufacturer's specifications
- K. The cable bridge shall include:
  - 1. Provision and installation of a new 24" self-supporting cable bridge between the new radio tower and new equipment shelter in accordance with the ZD.
    - a. The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of supporting a minimum of 12 cables (vertical t-brackets are not acceptable).
  - 2. Bonding the cable bridge to the radio tower external grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design
- L. Site perimeter security fence and gate shall include:
  - Provision and installation of a 6-foot high chain link fence plus 1-foot barbed wire extension and 14-foot wide double-gate in accordance with the ZD and applicable ASTM standards for framework (ASTM A1011 / A1011), fabric (A-491-11 and ASTM A817-07), installation (ASTM F567-11a), and others as appropriate. PROPOSERS shall provide sufficient detail of the proposed fences, gates, and associated components in their RFP response.
  - 2. Bonding the fence, double-gate, and other components to the exterior electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design

## 5.10.4 Equipment Transportation, Offloading, and Fueling

- A. PROPOSERS shall provide a fixed-price cost proposal to transport, offload, and place on its foundation a new 10' x 22' prefabricated equipment shelter and the associated components from a temporary staging area located at 702 Stowersville Road, Lewis, New York 12950, to Mount Pisgah (reference Attachment B *Site Locations*). PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N *Proposal Pricing Forms*.
- B. PROPOSERS shall provide a fixed-price cost proposal to transport, offload, and place the County's new 22 kW, 120/240 volt single-phase indoor propane generator and associated components on its foundation in the equipment shelter integral generator room. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N *Proposal Pricing Forms*.
- C. PROPOSERS shall provide a fixed-price cost proposal to transport, offload, and place the 500-gallon LPG fuel storage tank on its foundation and fill it with fuel in accordance with all applicable federal, state, and local regulations. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N *Proposal Pricing Forms*.

## 5.10.5 Civil Engineering

- A. The selected PROPOSER shall develop and deliver as-built drawing(s) reflecting the descriptions, areas, and values of all existing and installed components as they relate to the scope of work for this site.
- B. Testing and verification shall include:
  - 1. Test(s) (where applicable) and verification of the installed components and systems in accordance with all applicable standards and regulations
  - Provision of test report(s) (where applicable) and certification of installation in accordance with all applicable codes, standards, and regulations

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## **6. Written Deliverable Requirements**

Section 6 defines the format, submission, review, and approval of all written deliverables.

#### 6.1 Written Deliverable Format and Submission

- A. All written deliverables defined in this RFP shall be submitted according to the following requirements:
  - 1. All written deliverables shall be provided in hard copy (triplicate), properly bound, and in electronic format via e-mail and CD-ROM.
    - a. All written deliverables shall be provided in their native formats and in PDF.
  - 2. All written deliverables shall include a cover letter or letter of transmittal, signed, dated, and fully describing the contents of the submittal.
- B. All project drawings shall contain the following minimum information:
  - 1. Name of firm or entity that prepared each submittal on label or title block
  - Certification and seal of a New York State licensed Professional Engineer (PE)
  - 3. A space approximately 3-1/2 by 5 inches on label or beside title block to record the County's review and approval markings
  - 4. Project name and date
  - 5. Submittal number or other unique identifier, including revision identifier
  - 6. Drawing number and detail references, as appropriate
  - 7. Communications site name
  - 8. Other necessary identification
- C. All project drawings shall be marked as "Draft" until the County reviews and provides written approval for the drawings.

#### 6.2 Written Deliverable Review

- A. The selected PROPOSER shall allow a minimum of ten business days for written deliverable reviews, including time for re-submittals (instances where the County deems the initial submittal unacceptable), as follows:
  - 1. Time for review shall commence on County's receipt of the written deliverable.
  - 2. No contract extensions will be authorized because of failure to transmit deliverables enough in advance of the work to permit processing, including re-submittals.
  - 3. All written deliverables shall be subject to review and written approval by the County and its consultants.

# 6.3 Written Deliverable Acceptance

- A. The County shall deem the written deliverables ready for final acceptance following successful completion and approval of the following:
  - 1. Resolution of all revision requests, questions, comments, and concerns
  - Final drawings certified and sealed by a PE licensed by the State of New York
  - 3. Final deliverables submitted to the County per the requirements in Section 6

# 7. Project Management

- A. The selected PROPOSER shall identify in writing the primary and secondary Point(s) of Contact (POCs) responsible for coordinating all project activities with the County project manager and the County's consultant.
- B. The selected PROPOSER shall convene a project planning session with the County within ten calendar days of contract award to develop jointly, a detailed project management plan. The project management plan shall include the following at a minimum:
  - 1. Scope and change management plan
  - 2. Staffing management plan:
    - a. Confirmed personnel plan
  - 3. Schedule management plan:
    - a. Proposed work breakdown structure (WBS) and project schedule
    - b. Project status meeting schedule (the selected PROPOSER and County shall mutually agree upon the frequency, duration, and agenda of the meetings)
  - 4. Quality management plan
  - 5. Performance baselines:
    - a. Schedule, technical, and cost measurement baselines
  - 6. Risk management plan:
    - a. List of potential project risks and assumptions/constraints, estimated probability of occurrence, potential impacts, and planned responses for each
  - 7. Communications management plan:
    - a. Identification of what information is communicated to whom, how often, and by what method(s)

- b. The selected PROPOSER shall address all written and verbal correspondence from the County and/or the County's consultant during normal business hours on the same day or following business day. Response time shall not exceed 24-hours from receipt of correspondence except on weekends and official holidays.
- 8. Procurement management plan:
  - a. Hierarchal bill of materials (BOM) with anticipated lead times, delivery schedules, proposed staging locations, etc.

#### 9. Punch list:

- a. Site development, construction, and civil engineering execution punch list organized by site and including the following:
  - 1) Sequential punch list item number
  - 2) Date identified
  - 3) Item description
  - 4) The party responsible for resolution
  - 5) Expected resolution date
  - 6) Actual resolution date
  - Details about how each punch list item was resolved and tested
  - 8) Notes about the item
- b. If the PROPOSER receives written permission from the County to transfer the responsibility of an item to another person or group, a new entry shall be added to the punch list and the original entry shall be appropriately noted.
- c. The PROPOSER shall be responsible for reviewing each punch list item, and advising the County of any changes. The punch list shall be updated and distributed weekly via e-mail.

# 8. Compliance

- A. The selected PROPOSER shall adhere to all applicable federal, state, and local laws, ordinances, or regulations governing the site development, construction, and civil engineering services and products supplied.
- B. The site development, construction, and civil engineering services and products produced by the selected PROPOSER shall comply with the latest versions of the following standards, rules, codes, regulations, and industry guidelines (presented in alphabetical order; not reflective of priority):
  - American Association of State Highway and Transportation Officials (AASHTO)
  - American Concrete Institute (ACI)
  - American National Standards Institute (ANSI)
  - American Society of Testing Materials (ASTM)
  - Building Officials and Code Administrators (BOCA)
  - The Construction Specifications Institute (CSI)
  - Electronic and Telecommunications Industry Associations (EIA-TIA)
  - Federal Aviation Administration (FAA)
  - Federal Communications Commission (FCC)
  - Institute of Electrical and Electronics Engineers (IEEE)
  - Motorola R56 Standards and Guidelines for Communications Sites
  - National Electrical Code (NEC)
  - National Electrical Manufacturer's Association (NEMA)
  - National Fire Protection Association (NFPA)
  - New York State Uniform Fire Prevention and Building Code
  - Standard Mechanical Code (SMC)
  - Telecommunications Distribution Methods Manual (TDMM)
  - Underwriters Laboratories, Inc. (UL)

# 9. Final Acceptance

- A. The County shall deem all site development, construction, and civil engineering services and products ready for final acceptance following successful completion and approval of the following:
  - 1. All final written deliverables accepted in accordance with Section 6
  - 2. Provision, delivery, and installation of all site development, construction, and civil engineering services and products required herein
  - 3. Testing (where applicable) and verification of components and systems in accordance with all applicable standards and regulations
  - 4. Warranty and maintenance documentation
  - 5. Training (where applicable)
  - 6. Final inspection and punch list resolution approved by the County
- B. The selected PROPOSER shall allow the County an additional 30 business days following final punch list resolution to validate acceptance and issue acceptance documentation.

# **Attachment A – Compliance Matrix**

Provided electronically as Attachment A of this RFP is Compliance Matrix.xlsx

RFP Section	Description	N. N	Mowoo	Nomoly With	Exception (1975)	Weigh.	Questions / Comments
ECTION 1	Compliance Matrix GENERAL	143 X	0	0	0	352	
	Essex County, New York (County), solicits, through this Request for Proposals (RFP), qualified professionals (PROPOSERS) to provide site development, construction, and civil engineering services for the Essex County Public Safety Radio Communications System.  NOTE – The County is currently having an engineer develop the electrical engineering design plans for the radio communications system sites (sites). Upon completion of the design plans, the County will issue a separate RFP to solicit proposals from qualified professionals to implement the electrical engineering designs at the sites. As a result, the scope of the electrical installation work specified herein is limited.  The County will enter negotiations to contract with a PROPOSER whose proposal, in the judgment of the County best serves the County's needs considering the following factors:  • Cost to the County						
ECTION 2	<ul> <li>Technical feasibility of the proposal</li> <li>PROPOSER experience</li> <li>PROPOSER warranty and performance guarantees</li> <li>PROPOSER environmental regulation compliance plan</li> <li>PROPOSER financial viability</li> <li>Project work scheduling</li> <li>Trade secrets or proprietary information submitted by a PROPOSER in connection with a procurement transaction shall not be subject to public disclosure under the New York State Freedom of Information Act. However, the PROPOSER must invoke the protection of this section prior to or upon submission of the proposal response information. The PROPOSER must also identify the specific content or other materials requiring protection and state the reasons why protection is necessary. Disposition of material after award(s) is/are made should be stated by the PROPOSER.</li> <li>It is the County's intent to use the services of the selected PROPOSER to provide site development, construction, and civil engineering services as described herein.</li> </ul>	X					
Λ	The County provides PROPOSERS the opportunity to conduct pre-proposal submission (pre-bid) site visits to the sites covered under the scope of this RFP. The site visits will commence on July 24, 2012 and conclude July 27, 2012. This is the only opportunity for PROPOSERS to visit the sites prior to proposal submission.	х					
Δ 1	PROPOSERS desiring to participate in the site visits shall register with the County Purchasing Agent identified in Section 3 within 10 business days after issuance of the RFP.  PROPOSERS are required to submit certificates of insurance (COIs) to the County					1	
.A.1	PROPOSERS are required to submit certificates of insurance (COIs) to the County Purchasing Agent upon time of registry. Reference Attachment O – County Terms and Conditions.					1	
. <b>B</b> .B.1	PROPOSERS are responsible for all costs associated with conducting the site visits including personnel time and travel expenses.  PROPOSERS are required to provide their own 4-wheel drive vehicle for the site visits. The					1	
B.2	County will escort the PROPOSERS to the sites, but will not provide transportation for the PROPOSERS.  Lunch shall be a maximum of 45 minutes daily. The County will not provide meals and/or					1	
B.3	beverages. Given the remote locations of most of the sites, PROPOSERS should pack an appropriate amount of food and beverage for 10-hour days.  PROPOSERS should be advised that a 3-hour hike to and from Blue Mountain is necessary					1	
	given difficult terrain and no vehicular access. If PROPOSERS are unable to hike to and from the Site, they should prepare their proposals using the documentation provided in the RFP attachments. See Section 2.C.4 for additional information.					1	
. <b>C</b>	The site visits shall be conducted over four days. Refer to Attachment B – Site Locations.  Day 1 shall commence at 11:00 a.m. EDT at the Lewis Public Safety Building (PSB) and consist of a project overview presentation followed by a PSB site visit. The remainder of the day shall be spent traveling to and visiting (in chronological order):  • Saddle Hill  • Wells Hill					1	
.C.2	Day 2 shall commence at 8:30 a.m. EDT at Angier Hill. The remainder of the day shall be spent visiting (in chronological order):  • Mount Pisgah  • Terry Mountain					1	
.C.3	Day 3 shall commence at 8:00 a.m. EDT at Belfry Mountain followed by  • Mount Defiance  • Grandpas Knob					1	
C.4	Day 4 shall commence at 8:30 a.m. EDT at the base of Blue Mountain followed by a 3-hour hike to the summit.  PROPOSERS should be aware that the Blue Mountain summit hike is physically challenging, requiring stamina and endurance.					1	
ECTION 3 A	Proposal submissions must be received no later than 10 business days after the conclusion of the site visits. Proposals must be received by the date and time specified in the RFP and shall be submitted to: Linda M. Wolf, CPA, CPPB Purchasing Agent Essex County Government Center Elizabethtown, New York 12932	X				1	
В	Three bound hard copies and three electronic copies (i.e., CD/DVD-ROM) of each proposal must be received in a sealed package with the designation "SEALED PROPOSAL – Radio Project Civil Services" conspicuously marked on the outer envelope.					1	
С	The County will open and log all proposals on the above stated date and time. All proposals submitted will be a matter of public record unless the PROPOSER invokes the protection of the New York State Freedom of Information Act for all or portions of their proposal.					1	
D	The County will not be liable for any costs incurred by firms associated with the development or delivery of proposals in response to this RFP. PROPOSERS should direct any questions concerning this RFP to Linda Wolf, Purchasing Agent via e-mail at lwolf@co.essex.ny.us.					1	
1	PROPOSAL FORMAT  All proposals must be submitted according to the following requirements and the requirements defined in Attachment O – County Terms and Conditions and include the following:	X				1	
1.A	Executive Summary – include proposal structure, pricing summary, assumptions and constraints, potential project risks, and any other pertinent information.					1	
1.B 1.B.1	Point-by-point compliance:  PROPOSERS shall demonstrate compliance with the requirements herein by completing the matrix provided in Attachment A – Compliance Matrix.	X				1	
1.B.2 1.B.3	The fully completed compliance matrix must be included in the proposal response.  PROPOSERS shall mark an "X" in the appropriate column for each line of matrix.  PROPOSERS are not required to address rows of the matrix marked with "N/A," as these rows do not require a statement of compliance. Compliance statements are limited to the following three choices:					1	
1.B.3.a 1.B.3.b	COMPLY – The proposal meets or exceeds the specified requirement.  COMPLY WITH CLARIFICATION – The proposal does not meet the exact stated requirement; however, meets a substantial portion of or meets the intent of the requirement. PROPOSER must provide a detailed explanation in the "Questions/Comments" column when using this statement.  EXCEPTION – The proposal does not meet the specified requirements. PROPOSER must					1	
1.C	provide a detailed explanation when using this statement.  Experience and qualifications of the PROPOSER with similar projects including the following					1	

RFP Section	Description	July 1	Moulos	Somoly With	Charles of Control	Wei.	Questions / Comments
3.1.C.1 3.1.C.2	Descriptions of the PROPOSER's qualifications Resumes of key personnel					1 1	
3.1.C.3	Examples of written deliverables (i.e., drawings, test reports, etc.) similar to those required herein					1	
3.1.C.4 3.1.C.4.a	A list of five projects of similar type, size, and complexity, including:  Name of the project					1	
3.1.C.4.b 3.1.C.4.c	Location Initiation and completion dates					1	
3.1.C.4.d	Scope of work					1	
3.1.C.4.e 3.1.C.4.f	Financial magnitude Contact person(s)					<u>1</u> 1	
3.1.C.4.g 3.1.C.4.h	Contact telephone number(s) Contact e-mail address(es)					1	
3.1.D	Description of all applicable site development, construction, and civil engineering services	Х					
3.1.D.1	and products by site as called out in Section 5:  Existing documentation review					1	
2402	Cita development	X					
3.1.D.2 3.1.D.2.a	Site development:  New access road installation	X				1	
3.1.D.2.b 3.1.D.2.c	Existing access road repairs and improvements  Site and access road storm water, erosion, and sediment controls					<u>1</u> 1	
3.1.D.2.d 3.1.D.2.e	Clearing and grubbing of natural and manmade impediments  Removal and disposal of existing sections of site perimeter security fences					1	
3.1.D.2.f	Microwave radio path vegetation trimming, clearing, and disposal					1	
3.1.D.2.g 3.1.D.3	Excavation for underground electrical conduits and exterior electrical grounding systems  Site construction:	X				1	
3.1.D.3.a	Provisioning and installation of electrical conduits between commercial utility demarcation points and equipment shelters					1	
3.1.D.3.b	Provisioning and installation of electrical and low-voltage signaling and control conduits						
	between equipment shelters, generators, and liquefied propane gas (LPG) fuel storage tanks					1	
3.1.D.3.c	Provisioning and installation of radio tower and equipment shelter exterior electrical grounding systems					1	
3.1.D.3.d	Construction of concrete foundations to support a radio tower, equipment shelters, and					1	
3.1.D.3.e	Installation of a radio tower, equipment shelters, generators, fuel tanks, and associated					1	
3.1.D.3.f	components  Bonding of a radio tower, equipment shelters, generators, and fuel tanks to the electrical						
	grounding systems  Removal and disposal of existing equipment building radiofrequency (RF) transmission line					1	
3.1.D.3.g	entry panel					1	
3.1.D.3.h 3.1.D.3.i	Removal and disposal of existing RF transmission line cable bridges (i.e., ice bridges)  Provisioning, installation, and bonding of:	X				1	
3.1.D.3.i.1 3.1.D.3.i.2	Equipment building RF transmission line entry ports and panels  Cable trays and associated components					1	
3.1.D.3.i.3	Site perimeter security fences and gates					1	
3.1.D.3.i.4 3.1.D.3.i.5	Radio tower RF transmission line support conduits  Rooftop penetration entry port and associated components					<u>1</u> 1	
3.1.D.3.i.6 3.1.D.3.i.7	Microwave radio antenna wall mount  RF transmission line cable bridges and associated components					1	
3.1.D.4	Equipment transportation, offloading, and fueling:	X				N/S	
3.1.D.4.a	PROPOSERS shall provide a fixed-price cost proposal to transport, offload, and place on their concrete foundations four new equipment shelters and the associated components from a temporary staging area located at 702 Stowersville Road, Lewis, New York 12950 to the following sites:					1	
3.1.D.4.a.1 3.1.D.4.a.2	Belfry Mountain –12' x 24' prefabricated equipment shelter  Mount Pisgah –10' x 28' prefabricated OR panel built (TBD by the County) equipment shelter with integral generator room					1	
3.1.D.4.a.3 3.1.D.4.a.4	Terry Mountain – 10' x 16' prefabricated equipment shelter  Wells Hill – 10' x 22' prefabricated equipment shelter with integral generator room  See Sections 6.2, 6.7, 6.9, and 6.10 for additional information. NOTE – Equipment shelter dimensions are nominal exterior measurements.					1	
3.1.D.4.b	PROPOSERS shall provide a fixed-price cost proposal to transport and offload two new 22 kW, 120/240 volt single-phase indoor propane generators, one 250-gallon LPG fuel storage tank, one 500-gallon LPG fuel storage tank, and the associated components from a temporary staging area located at 702 Stowersville Road, Lewis, New York 12950 to Mount Pisgah and Wells Hill, respectively. See Sections 6.7 and 6.10 for additional information.					1	
3.1.D.4.c	PROPOSERS shall provide a fixed-price cost proposal to fill the 250-gallon Mount Pisgah LPG fuel storage tank and the 500-gallon Wells Hill LPG fuel storage tank. PROPOSER shall fill tanks in accordance with all applicable federal, state, and local regulations.					1	
3.1.D.5	Civil engineering:	Х					
3.1.D.5.a 3.1.D.5.a.1	Development of as-built drawings Plot (site) plans reflecting the descriptions, areas, and values of all existing and installed					1	
	components as related to the scope of work defined herein for each site					1	
3.1.D.5.a.2	Circuit (electrical) and equipment grounding diagrams as related to the scope of work defined herein for each site (where applicable)					1	
3.1.D.5.a.3 3.1.D.6	Testing (where applicable) and verification of installed components and systems  Warranty:	X				1	
3.1.D.6.a	The selected PROPOSER shall provide a no deductible warranty against all defects in materials and workmanship for a minimum period of 3-years from the date of acceptance at					1	
3.1.D.7	each site.	X					
3.1.D.7 3.1.D.7.a	Training: Where applicable, the selected PROPOSER shall provide equipment and facility training and						
3.1.D.8	the associated documentation. If no training is available for a given item, the PROPOSER shall identify this in their proposal.  Environmental regulation compliance plan – PROPOSER shall describe how their work					1	
3.1.D.9	approach complies with New York State Department of Environmental Conservation (DEC) and Adirondack Park Agency (APA) environmental regulations. Refer to Section 4.5 for additional information.  Financial viability – PROPOSER shall provide financial statements for the organization for					1	
3.1.D.10	the past three years  Project management plans:	X				1	
3.1.D.10.a	Scope and change management plan					1	
3.1.D.10.b 3.1.D.10.c	Staffing management plan Schedule management plan					1	
3.1.D.10.d 3.1.D.10.e	Quality management plan Performance baselines					1 1	
3.1.D.10.f	Risk management plan					1	
3.1.D.10.g 3.1.D.10.h	Communication management plan Procurement management plan					1	
3.1.D.10.i 3.1.D.11	Punch list  Total proposal cost with detailed pricing – PROPOSER shall include a total fixed-price cost proposal with itemized pricing using the form contained in Attachment N – Proposal Pricing Forms, for all site development, construction, and civil engineering services required to successfully fulfill the scope of work defined herein and in accordance with all applicable					1	
3.2	regulations, standards, and guidelines.  PROPOSAL EVALUATION  During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from PROPOSERS,	X					
	or to allow corrections of errors or omissions.  For additional information on proposal evaluation, reference Attachment O – County Terms and Conditions.					1	
3.3	ALTERNATE PROPOSAL	Х					

RFP Section	Description	N. N	Somon Somon	Somoly	Exception (Control)	1489.	Questions / Comments
	PROPOSERS may submit alternate proposals. Such an alternate proposal can consist of any submittal that the PROPOSER feels will meet the needs of the County. The County will not consider a submittal that does not substantially meet the intent of the requirements set forth in the RFP scope of work. To the extent the alternate proposal deviates from the scope of work set forth in the RFP, the PROPOSER should identify and explain the economic, technical, or environmental benefit to the County of such deviations.					1	
<b>3.4</b> 3.4.1	In the event that requirements are stated in more than one section of this RFP and/or attachments and appear to conflict, the more stringent requirement shall apply. For additional information regarding proposal clarifications and revisions, reference Attachment	X				1	
3.4.2	O – County Terms and Conditions.  Since the design of the public safety radio system is still undergoing changes, the possibility exists that some requirements contained herein may be subject to change during the time in which this RFP is released, site visits are conducted, and PROPOSER responses are received and evaluated. Should changes occur that significantly impact the scope of work, the County will issue an addendum to allow PROPOSERS the opportunity to revise their submittals.					1	
3.5	MODIFICATION AND WITHDRAWAL OF PROPOSALS  For additional information regarding modification and withdrawal of proposals, reference Attachment O – County Terms and Conditions.	X				1	
<b>3.6</b> 3.6.1	WORK APPROACH, PERMITS, AND CONTRACT Work Approach	X					
3.6.1.A	The selected PROPOSER shall be responsible for pre-coordinating and scheduling all work (including arranging for site access) with the County, the County's consultant, points-of-contact (POC) designated by the County, utility providers, and other professionals with whom the County contracts to provide equipment and services at the sites.					1	
3.6.1.B 3.6.1.C	The selected PROPOSER shall perform all work in accordance with the applicable federal, state, APA, DEC, and local laws and safety regulations.  All services and products provided by the selected PROPOSER shall conform to the					1	
3.6.1.C.1	applicable regulations, standards, and guidelines set forth by the organizations listed in Section 9 – Compliance.  The selected PROPOSER shall comply with the Construction Specifications Institute's (CSI)					1	
0.0.1.0.1	standards for site development and construction including, but not limited to Division 1 – Execution Requirements and Division 2 – Tree Protection and Trimming, Earthwork, and Lawns and Grasses.					1	
3.6.1.D	The selected PROPOSER shall perform all work in accordance with the instructions and specifications contained in the zoning drawings and construction drawings (ZDs/CDs).					1	
3.6.1.E	The selected PROPOSER shall be responsible for all costs associated with pre- coordinating, scheduling, and performing the entire scope of work including labor time and travel expenses.					1	
3.6.1.F	The selected PROPOSER shall verify all existing underground utilities and notify utility providers prior to excavation at the sites. All excavation work within 36-inches of either side of underground utilities must be completed by hand excavation methods.					1	
3.6.1.G 3.6.2	The selected PROPOSER shall plan, coordinate, and perform all work with minimal interruption of service to existing critical systems.  Permits	X				1	
	The County filed permits with the APA for all applicable sites contained herein. The County also informed the local governments that since this is a public project, New York State laws grant it immunity from local zoning and permitting. As a result, local permits are not required.	X					
3.6.3	Contract Award	Х					
3.6.4	PROPOSERS are required to submit proposals addressing the entire scope of work defined herein. The County reserves the right to reject any or all portions of a proposal or alternate proposal. The County also reserves the right to accept portions of multiple proposals submitted by different PROPOSERS.  Contract Term	X				1	
0.0.1	The contract term will cover the time from the execution of the contract through the time specified in the RFP. The contract will include an option exercisable by the County for the period specified in the RFP. The County reserves the right to terminate the agreement at any time through the initial term (or thereafter) with appropriate notice to the selected PROPOSER.	~				1	
SECTION 4	For additional contract terms and conditions, reference Attachment O – County Terms and Conditions  COMMUNICATIONS SITES	X					
	The selected PROPOSER shall be responsible for performing the scope of work defined in Section 6 for the sites in the following list at which the County will install radio communications facilities and equipment:  A. Angier Hill					1	
	B. Belfry Mountain C. Blue Mountain D. Grandpas Knob E. Lewis Public Safety Building (PSB) F. Mount Defiance G. Mount Pisgah H. Saddle Hill I. Terry Mountain					1	
	PROPOSERS should be aware that multiple partners are responsible for procuring and installing equipment at the 18 sites comprising the Essex County Public Safety Radio Communications System. Procurement of the equipment and services for the sites not addressed in this RFP are the responsibility of other parties.					1	
SECTION 5	PROPOSERS shall acknowledge the attachments included with the RFP for additional information.	X				1	
	NOTE – Certified construction drawings (CDs) and interior equipment shelter/building floor layout drawings are not currently available for all sites, however may become available during the time in which this RFP is issued, proposals are received and evaluated, and a contract is awarded. Reference Attachments D and K for the drawing documents currently available.					1	
<b>5.1</b> 5.1.1	ANGIER HILL Existing Documentation	X					
5.1.1.A	PROPOSERS shall review existing documentation provided by the County including the CD, interior and exterior electrical designs, equipment lists, etc.					1	
5.1.2 5.1.2.A 5.1.2.A.1	Site Construction  RF transmission line entry port and panel services shall include:  Removal and proper disposal of the existing equipment building RF transmission line entry panel (site owner's technician will temporarily remove existing transmission lines) from the	X				1	
5.1.2.A.2	existing equipment building entry port.  Preparation of the existing equipment building RF transmission line entry port for installation of the new entry panel. The existing equipment building RF transmission line entry port is estimated to be 24" x 32", however should be verified by PROPOSERS during the pre-					1	
5.1.2.A.3	proposal site visits.  Provision and installation of a new 12-port RF transmission line entry panel consisting of 4"					1	
5.1.2.A.4	port entry feed-through holes Provision of 12 seals to prevent animals, birds, and insects from entering an unused port and gaining equipment shelter access					1	
5.1.2.A.5	Bonding of the RF transmission line entry panel to the equipment building master ground bus (MGB) in accordance with Motorola's R56 – Standards and Guidelines for Communications Sites (latest revision) (hereafter referred to as Motorola R56 Guidelines)					1	

RFP Section	Description	N. A.	Nowoo	Mound the state of	Exception (1975)	Wejor	Questions / Comments
	NOTE – PROPOSER shall coordinate with the Site Owner and their technicians who will temporarily disconnect existing RF transmission lines to allow for the removal of the existing equipment building RF transmission line entry panel and installation of the new panel. The PROPOSER shall coordinate their work plan with the site owner at least 2-weeks prior to					1	
5.1.2.B 5.1.2.B.1	starting work.  The cable bridge shall include:  Removal and proper disposal of the existing cable bridge and associated components (site	Х				1	
5.1.2.B.2	owner's technician will temporarily remove existing transmission lines).  Provision and installation of a new 24" self-supporting cable bridge between the existing radio tower and equipment building in accordance with the CD.					1	
5.1.2.B.2.a	The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of supporting a minimum of 12 cables (vertical t-brackets are not acceptable).					1	
5.1.2.B.3	Bonding of the cable bridge to the external grounding system in accordance with the latest version of the Motorola R56 Guidelines  NOTE – PROPOSER shall coordinate with the Site Owner and their technicians who will temporarily remove RF transmission lines from the existing cable bridge to allow for the					1	
	removal of the cable bridge and installation of the new cable bridge. The PROPOSER shall coordinate their work plan with the site owner at least 2-weeks prior to starting work.					1	
5.1.2.C 5.1.2.C.1	The cable tray shall include:  Provision and installation of a new cable tray system that is at least 18" wide. The cable tray system shall be supported from the equipment shelter ceiling with the appropriate hardware and located over the equipment racks based on the required equipment layout (reference Attachment K – Construction Drawings).	X				1	
5.1.2.C.2 5.1.2.C.3	The cable tray shall be installed 96" (8-feet) above the equipment shelter finished floor.  A minimum of 30-centimeters (12-inches) shall be maintained between the top of the cable tray and the interior ceiling of the equipment shelter.					1	
5.1.2.C.4	The selected PROPOSER shall provide and install all required cable tray accessory components such as section splice plates, horizontal bends/tees/crosses, vertical members, frame/wall supports, and barriers. The accessory components provided shall be from a single manufacturer to ensure compatibility.					1	
5.1.2.C.5	All cable tray sections shall be bonded together at each joint and connected back to the MGB at a single location on the cable tray closest to the MGB in accordance with the latest version of the Motorola R56 Guidelines. Additionally, the joints shall be bonded with #2 American Wire Gauge (AWG) green jacket copper and both ends shall be attached with the					1	
5.1.2.C.6	appropriate two-hole compression fittings and required hardware.  A #2 AWG green jacket copper run shall also be installed from the closest point of the cable tray to the MGB with the appropriate compression fittings and hardware to tie the cable tray back to the single-point ground system.  NOTE – PROPOSER shall coordinate with the Site Owner and their technicians who will					1	
	remove RF transmission line ties (no cable tray is currently installed) affixed to the equipment building ceiling to allow for the installation of the cable tray and associated components. The PROPOSER shall coordinate their work plan with the site owner at least 2-weeks prior to starting work.					1	
5.1.3 5.1.3.A	Civil engineering:  The selected PROPOSER shall develop and deliver as-built drawing(s) reflecting the descriptions, areas, and values of all existing and installed components as they relate to the	X				1	
5.1.3.B 5.1.3.B.1	scope of work for this site.  Testing and verification shall include:  Testing (where applicable) and verification of the installed components and systems in	X				1	
5.1.3.B.2	accordance with all applicable standards and regulations  Provision of a test report (where applicable) and certification of installation in accordance with all applicable codes, standards, and regulations  BELFRY MOUNTAIN	X				1	
<b>5.2</b> 5.2.1 5.2.1.A	Existing Documentation  PROPOSERS shall review existing documentation provided by the County including the ZD,	X					
5.2.2	geotechnical analysis reports, interior and exterior electrical designs, equipment lists, etc.  Site Development	X				1	
5.2.2.A	Excavation for underground electrical conduits and exterior electrical grounding system shall include:	X				11	
5.2.2.A.1 5.2.2.A.2	Excavation to provide one 2" underground electrical conduit between the commercial utility demarcation point and the County's new equipment shelter  Excavation to provide one 3/4" underground electrical conduit between the County's new					1	
5.2.2.A.3	equipment shelter and the shared generator  Excavation to provide one 3/4" underground electrical conduit between the County's new equipment shelter and the shared generator fuel tank					1	
5.2.2.A.4	Excavation to provide the new equipment shelter exterior electrical grounding ring system with connectivity to the new radio tower electrical grounding system	V				1	
5.2.3 5.2.3.A 5.2.3.A.1	Site Construction  Electrical and low-voltage signaling and control conduits include:  Provision and installation of one 2" underground electrical conduit with pull string between	X					
5.2.3.A.2	the commercial utility demarcation point and the County's new equipment shelter  Provision and installation of one 3/4" underground electrical conduit with pull string between					1	
5.2.3.A.3	the County's new equipment shelter and the shared generator for powering the generator battery charger and block heater  Provision and installation of one 3/4" underground electrical conduit with pull string between					1	
5.2.3.A.4	the County's new equipment shelter and the shared generator for low-voltage signaling and control circuits  Provision and installation of one 3/4" underground electrical conduit with pull string between					1	
	the County's new equipment shelter and the shared generator fuel tank for low-voltage signaling and control circuits.					1	
5.2.3.B	The equipment shelter exterior electrical grounding system shall Include provision and installation of the equipment shelter exterior electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and electrical design.					1	
5.2.3.C	Equipment shelter concrete foundation shall include construction of a concrete foundation to support the County's new 12' x 24' prefabricated equipment shelter in accordance with the equipment shelter manufacturer's foundation design and ZD/CD					1	
5.2.3.D 5.2.3.D.1	Equipment shelter installation shall include: Installation of the County's new 12' x 24' prefabricated equipment shelter and associated	Х				1	
5.2.3.D.2	components in accordance with the equipment shelter manufacturer's specifications and ZD/CD  Bonding of the County's new 12' x 24' prefabricated equipment shelter to the equipment					1	
5.2.3.E	shelter exterior electrical grounding system and the radio tower electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines  Cable bridge includes:	X				1	
5.2.3.E.1.a	Provision and installation of a new 24" self-supporting cable bridge between the new radio tower and new equipment shelter in accordance with the ZD/CD  The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of supporting a minimum of 12 cables (vertical t-brackets are not acceptable).					1	
5.2.3.E.2	Bonding of the cable bridge to the radio tower external grounding system (provided and installed by the commercial wireless carrier) in accordance with the latest version of the					1	
5.2.4 5.2.4.A	Motorola R56 Guidelines  Equipment Transportation and Offloading  PROPOSERS shall provide a fixed-price cost proposal to transport, offload, and place on its	X				7	
V.£.T.A	foundation a new 12' x 24' prefabricated equipment shelter and the associated components from a temporary staging area located at 702 Stowersville Road, Lewis, New York 12950, to Belfry Mountain (reference Attachment B – Site Locations). PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing					1	
5.2.5	Forms. Civil Engineering	X					

RFP Section	Description	N. N	Mouos	Now the state of t	Exception (Seption)	Nojo,	Questions / Comments
5.2.5.A	The selected PROPOSER shall develop and deliver an as-built drawing reflecting the descriptions, areas, and values of all existing and installed components as they relate to the			0 2 0		1	
5.2.5.B	scope of work for this site.  Regarding testing and verification, the selected PROPOSER shall:	X					
5.2.5.B.1	Test (where applicable) and verify the installed components and systems in accordance with all applicable standards and regulations.					1	
5.2.5.B.2	Provide test report(s) (where applicable) and certification of installation in accordance with all applicable codes, standards, and regulations.					1	
<b>5.3</b> 5.3.1	BLUE MOUNTAIN Existing Documentation	X				$\mathcal{H}$	
5.3.1.A	PROPOSERS shall review existing documentation provided by the County including the ZD, interior and exterior electrical designs, equipment lists					1	
5.3.2 5.3.2.A	Site Development Regarding existing site access road repairs and improvements PROPOSERS shall:	X				1	
5.3.2.A.1	Provide a fixed-price cost proposal specifying any required existing site access road repairs and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.					1	
5.3.2.B 5.3.2.B.1	Regarding excavation for underground electrical conduit:  As stated in Section 1, the County is currently having an engineer develop the electrical engineering design plans for the radio sites. If the design dictates the need for an additional underground electrical conduit between the existing equipment shelters to support low-voltage signaling and control circuits, excavate to provide the specified conduit.	Х				1	
5.3.2.B.2	Assuming the conduit is needed; PROPOSERS shall include a fixed-price line item in their cost proposal to excavate for provision of the underground electrical conduit. For the cost estimate basis, PROPOSERS should assume one 2" conduit is needed. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.					1	
5.3.3 5.3.3.A	Site Construction With regard to electrical and low-voltage signaling and control conduit:	X X					
5.3.3.A.1	As previously stated, the County is currently having an engineer develop the electrical engineering design plans for the radio sites. If the design dictates the need for an additional underground electrical conduit between the existing equipment shelters to support low-voltage signaling and control circuits, provide and install the specified conduit with pull string.					1	
5.3.3.A.2	Assuming the conduit is needed, PROPOSERS shall include a fixed-price line item in their cost proposal to provide and install the underground electrical conduit. For the cost estimate basis, PROPOSERS should assume one 2" conduit is needed. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.					1	
5.3.2.B 5.3.2.B.1	The cable bridge shall include:  Provision and installation of a new 24" self-supporting cable bridge between the existing	Х				1	
5.3.2.B.1.a	radio tower and equipment shelter in accordance with the ZD.  The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of supporting a minimum of 12 cables (vertical t-brackets are not acceptable).					1	
5.3.2.B.2	Bonding of the cable bridge to the radio tower external grounding system in accordance with the latest version of the Motorola R56 Guidelines					1	
5.3.4 5.3.4.A	Civil Engineering  The selected PROPOSER shall develop and deliver as-built drawing(s) reflecting the descriptions, areas, and values of all existing and installed components as they relate to the	X				1	
5.3.4.B	scope of work for this site.  Testing and verification shall include:	X					
5.3.4.B.1	Tests (where applicable) and verification of the installed components and systems in accordance with all applicable standards and regulations					1	
5.3.4.B.2	Provision of test report(s) (where applicable) and certification of installation in accordance with all applicable codes, standards, and regulations					1	
<b>5.4</b> 5.4.1	GRANDPAS KNOB Existing Documentation	X				H	
5.4.1.A	PROPOSERS shall review existing documentation provided by the County including the ZD, interior and exterior electrical designs, equipment lists, etc.					1	
5.4.2 5.4.2.A	Site Construction The cable bridge shall include:	X				H	
5.4.2.A.1	Provision and installation of a new 24" self-supporting cable bridge between the existing radio tower and equipment building in accordance with the ZD.					1	
5.4.2.A.1.a	The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of supporting a minimum of 12 cables (vertical t-brackets are not acceptable).					1	
5.4.2.A.2	Bonding of the cable bridge to the radio tower external grounding system in accordance with the latest version of the Motorola R56 Guidelines					1	
5.4.2.B 5.4.2.B.1	The cable tray shall include:  Provision and installation of a new cable tray system that is at least 18" wide. The cable tray system shall be supported from the equipment building ceiling with the appropriate hardware and located over the equipment racks based on the required equipment layout (reference Attachment D – Zoning Drawings).	X				1	
5.4.2.B.2 5.4.2.B.3	The cable tray shall be installed 96" (8-feet) above the equipment building finished floor.  A minimum of 30-centimeters (12-inches) shall be maintained between the top of the cable					1	
5.4.2.B.4	tray and the interior ceiling of the equipment building The selected PROPOSER shall provide and install all required cable tray accessory					'	
5.4.2.B.5	components such as section splice plates, horizontal bends/tees/crosses, vertical members, frame/wall supports, and barriers. The accessory components provided shall be from a single manufacturer to ensure compatibility.  All cable tray sections shall be bonded together at each joint and connected back to the					1	
5.4.2.B.6	MGB at a single location on the cable tray closest to the MGB in accordance with the latest version of the Motorola R56 Guidelines. Additionally, the joints shall be bonded with #2 AWG green jacket copper and both ends shall be attached with the appropriate two-hole compression fittings and required hardware.  A #2 AWG green jacket copper run shall also be installed from the closest point of the cable					1	
5.4.2.C	tray to the MGB with the appropriate compression fittings and hardware to tie the cable tray back to the single-point ground system.  RF transmission line entry port and panel shall include:	X				1	
5.4.2.C.1	Provision and installation of an RF transmission line entry port in the existing equipment building wall in accordance with the ZD					1	
5.4.2.C.2	Provision and installation of a 12-port entry panel consisting of 4" port entry feed-through holes in accordance with the ZD					1	
5.4.2.C.3	Provision of 12 seals to prevent animals, birds, and insects from entering an unused port and gaining equipment shelter access					1	
5.4.2.C.4	Bonding of the RF transmission line entry panel to the equipment building MGB in accordance with the latest version of the Motorola R56 Guidelines					1	
5.4.3 5.4.3.A	Civil Engineering The selected PROPOSER shall develop and deliver as-built drawing(s) reflecting the	Х					
	descriptions, areas, and values of all existing and installed components as they relate to the scope of work for this site.					1	
5.4.3.B 5.4.3.B.1	Testing and verification shall include:  Test(s) (where applicable) and verification of the installed components and systems in	Х				1	
5.4.3.B.2	accordance with all applicable standards and regulations  Provision of test report(s) (where applicable) and certification of installation in accordance					1	
<b>5.5</b> 5.5.1	with all applicable codes, standards, and regulations  Lewis PSB	X					
5.5.1	Existing Documentation	X					

	Description	N. S.	Comon	Somoly With	Clarification Exception	Wejor	Questions / Comments
.5.1.A	PROPOSERS shall review existing documentation provided by the County including the CD, Attachment I – Lewis PSB Conduit and Cable Tray Design, Attachment M – Lewis PSB Antenna Wall Mount, interior and exterior electrical designs, equipment lists, etc.					1	
5.2 5.2.A	Site Construction  Building rooftop penetration entry port(s) shall include:	X				4	
5.2.A.1	Provision and installation of the building rooftop penetration entry port and associated components as specified in Attachment I – Lewis PSB Conduit and Cable Tray Design.					1	
5.2.A.2	Bonding of the building rooftop penetration entry port and associated components to the						
	Lewis PSB electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines.					1	
.5.2.B .5.2.B.1	Microwave radio antenna wall mount shall include:  Provision and installation of the microwave radio antenna wall mount and associated	Χ					<b>Y</b>
.0.2.5.1	components in accordance with Attachment M – Lewis PSB Antenna Wall Mount. The					1	
.5.2.B.2	microwave radio antenna will be provided and installed by another party.  Bonding of the microwave radio antenna wall mount and associated components to the						
	Lewis PSB electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines.					1	
.5.2.C .5.2.C.1	Cable bridges shall include: Provision and installation of a new cable bridge extension as specified in Attachment I –	Χ				XX	
.0.2.0.1	Lewis PSB Conduit and Cable Tray Design. Note that Attachment I specifies the materials					1	
	and installation procedures including the temporary removal of the cable bridge support stanchion.						
5.5.2.C.1.a	The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of						
	supporting a minimum of 12 cables (vertical t-brackets are not acceptable).					1	
.5.2.C.2	Provision and installation of a new 12" wide self-supporting rooftop-mounted cable bridge						
	and associated components (between the cable bridge extension and microwave radio antenna) in accordance with the latest version of the Motorola R56 Guidelines and					1	
	Attachments I, K, and M. Note that Attachment I specifies the cable bridge support materials						
.5.2.C.2.a	and installation procedures.  The cable bridge shall be constructed of aluminum and meet or exceed the specifications					1	
.5.3	defined in Attachment I. Civil Engineering	Х					
.5.3.A	The selected PROPOSER shall develop and deliver as-built drawing(s) reflecting the					1	
	descriptions, areas, and values of all existing and installed components as they relate to the scope of work for this site.					<u>'</u>	
.5.3.B .5.3.B.1	Testing and verification shall include:  Test(s) (where applicable) and verification of the installed components and systems in	Χ					
.5.3.B.2	accordance with all applicable standards and regulations  Provision of test report(s) (where applicable) and certification of installation in accordance					1	
	with all applicable codes, standards, and regulations					1	
.6	MOUNT DEFIANCE  NOTE – As stated in Section 5, the scope of work for Mount Defiance is limited to	Χ					
	microwave radio path vegetation trimming, clearing, and disposal. Other parties are responsible for existing equipment building renovations and other site installations.					1	
.6.1	Existing Documentation	Χ					
.6.1.A	PROPOSERS shall review existing documentation provided by the County including the ZD and Attachment G – Microwave Radio Path Vegetation Trimming.					1	
.6.2.A	Site Development  Microwave radio path vegetation trimming, clearing, and disposal shall include trimming,	Χ					
	clearing, and properly disposing of deciduous, coniferous, and other vegetation for the					1	
	microwave radio paths in accordance with Attachment G – Microwave Radio Path Vegetation Trimming. All trimming and clearing services shall adhere to APA and DEC					ı	
5.6.3	regulations and CSI standards. Civil Engineering	Х					
5.6.3.A 5.6.3.A.1	Verification shall include:  Provision of digital photograph sets taken before and after trimming, clearing, and disposal of	Χ					
	the vegetation from at least three angles for each microwave radio path.					1	
6.6.3.A.2	Provision of a written report describing the approximate amount (magnitude) of vegetation trimmed, cleared, and certify that trimming and clearing was performed in accordance with					1	
	the requirements called out in Attachment G – Microwave Radio Path Vegetation Trimming.					'	
5.7	MOUNT PISGAH	Χ					
	NOTE – Due to site access and layout constraints, the County is determining the feasibility of installing the equipment shelter at the location depicted as "Option 1" or "Option 2" on the						
	ZD. PROPOSERS should review the Mount Pisgah ZD (Attachment D) along with the access					1	
	and site plan (Attachment J) prior to conducting the pre-proposal site visits.						
.7.1	Existing Documentation	Χ					3
.7.1.A	PROPOSERS shall review existing documentation provided by the County including the ZD, geotechnical report, interior and exterior electrical designs, equipment lists, etc.					1	
.7.2 .7.2.A	Site Development  Regarding existing site access road repairs and improvements PROPOSERS shall:	X					
		/\					
5.7.2.A.1	Provide a fixed-price cost proposal specifying any required existing site access road repairs						
7.2.A.1	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site						
	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and					1	
./.2.A.1	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site					1	
	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost	X				1	
.7.2.B	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:	X				1	
.7.2.B	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:  Provide a fixed-price cost proposal specifying any required existing site and access road storm water, erosion, and sediment controls needed for site development and site	X				1	
.7.2.B	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:  Provide a fixed-price cost proposal specifying any required existing site and access road	X				1	
.7.2.B	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:  Provide a fixed-price cost proposal specifying any required existing site and access road storm water, erosion, and sediment controls needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS	X				1	
5.7.2.B 5.7.2.B.1	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:  Provide a fixed-price cost proposal specifying any required existing site and access road storm water, erosion, and sediment controls needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.					1	
.7.2.B .7.2.B.1	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:  Provide a fixed-price cost proposal specifying any required existing site and access road storm water, erosion, and sediment controls needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms  Clearing and grubbing of natural and manmade impediments shall include:  Clearing and grubbing of natural and manmade impediments according to the ZD and as	X				1	
.7.2.B .7.2.B.1	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:  Provide a fixed-price cost proposal specifying any required existing site and access road storm water, erosion, and sediment controls needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms  Clearing and grubbing of natural and manmade impediments shall include:					1 1	
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.7.2.B .7.2.B.1 .7.2.C .7.2.C	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:  Provide a fixed-price cost proposal specifying any required existing site and access road storm water, erosion, and sediment controls needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms  Clearing and grubbing of natural and manmade impediments shall include:  Clearing and grubbing of natural and manmade impediments according to the ZD and as observed during the pre-proposal site visit. The equipment shelter and LPG fuel storage foundation areas and underground conduit excavation areas shall be clear of brush and stumps. Clearing and grubbing must adhere to APA and DEC regulations and CSI standards.  Provision of a fixed-priced cost proposal to clear, grub, and grade the access way leading to					1 1	
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.7.2.B .7.2.B.1 .7.2.C .7.2.C	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:  Provide a fixed-price cost proposal specifying any required existing site and access road storm water, erosion, and sediment controls needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Clearing and grubbing of natural and manmade impediments shall include:  Clearing and grubbing of natural and manmade impediments according to the ZD and as observed during the pre-proposal site visit. The equipment shelter and LPG fuel storage foundation areas and underground conduit excavation areas shall be clear of brush and stumps. Clearing and grubbing must adhere to APA and DEC regulations and CSI standards.  Provision of a fixed-priced cost proposal to clear, grub, and grade the access way leading to the Option 1 equipment shelter location from the "jeep trail" and main wooded access trail as identified in Attachment J – Mount Pisgah Access and Site Plan. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal					1 1 1	
.7.2.B .7.2.B.1 .7.2.C .7.2.C	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:  Provide a fixed-price cost proposal specifying any required existing site and access road storm water, erosion, and sediment controls needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Clearing and grubbing of natural and manmade impediments shall include:  Clearing and grubbing of natural and manmade impediments according to the ZD and as observed during the pre-proposal site visit. The equipment shelter and LPG fuel storage foundation areas and underground conduit excavation areas shall be clear of brush and stumps. Clearing and grubbing must adhere to APA and DEC regulations and CSI standards.  Provision of a fixed-priced cost proposal to clear, grub, and grade the access way leading to the Option 1 equipment shelter location from the "jeep trail" and main wooded access trail as identified in Attachment J – Mount Pisgah Access and Site Plan. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Excavation for underground electrical conduits and exterior electrical grounding system shall					1 1 1	
.7.2.B .7.2.B.1 .7.2.C .7.2.C.1	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:  Provide a fixed-price cost proposal specifying any required existing site and access road storm water, erosion, and sediment controls needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Clearing and grubbing of natural and manmade impediments shall include:  Clearing and grubbing of natural and manmade impediments according to the ZD and as observed during the pre-proposal site visit. The equipment shelter and LPG fuel storage foundation areas and underground conduit excavation areas shall be clear of brush and stumps. Clearing and grubbing must adhere to APA and DEC regulations and CSI standards.  Provision of a fixed-priced cost proposal to clear, grub, and grade the access way leading to the Option 1 equipment shelter location from the "jeep trail" and main wooded access trail as identified in Attachment J – Mount Pisgah Access and Site Plan. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.	X				1 1 1	
.7.2.B .7.2.B.1 .7.2.C .7.2.C.1	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:  Provide a fixed-price cost proposal specifying any required existing site and access road storm water, erosion, and sediment controls needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Pronosal Pricing Forms  Clearing and grubbing of natural and manmade impediments shall include:  Clearing and grubbing of natural and manmade impediments according to the ZD and as observed during the pre-proposal site visit. The equipment shelter and LPG fuel storage foundation areas and underground conduit excavation areas shall be clear of brush and stumps. Clearing and grubbing must adhere to APA and DEC regulations and CSI standards.  Provision of a fixed-priced cost proposal to clear, grub, and grade the access way leading to the Option 1 equipment shelter location from the "jeep trail" and main wooded access trail as identified in Attachment J – Mount Pisgah Access and Site Plan. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Excavation for underground electrical conduits and exterior electrical grounding system shall include:  Excavation to provide one 2" underground electrical conduit between the commercial	X				1 1	
.7.2.B .7.2.B.1 .7.2.C .7.2.C.1 .7.2.C.1	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:  Provide a fixed-price cost proposal specifying any required existing site and access road storm water, erosion, and sediment controls needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Clearing and grubbing of natural and manmade impediments shall include:  Clearing and grubbing of natural and manmade impediments according to the ZD and as observed during the pre-proposal site visit. The equipment shelter and LPG fuel storage foundation areas and underground conduit excavation areas shall be clear of brush and stumps. Clearing and grubbing must adhere to APA and DEC regulations and CSI standards.  Provision of a fixed-priced cost proposal to clear, grub, and grade the access way leading to the Option 1 equipment shelter location from the "jeep trail" and main wooded access trail as identified in Attachment J – Mount Pisgah Access and Site Plan. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricina Forms.  Excavation for underground electrical conduits and exterior electrical grounding system shall include:  Excavation to provide one 2" underground electrical conduit between the County's n	X				1 1 1 1 1 1 1	
.7.2.B .7.2.B.1 .7.2.C .7.2.C.1 .7.2.C.1 .7.2.D.1 .7.2.D.1	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:  Provide a fixed-price cost proposal specifying any required existing site and access road storm water, erosion, and sediment controls needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Clearing and grubbing of natural and manmade impediments shall include:  Clearing and grubbing of natural and manmade impediments according to the ZD and as observed during the pre-proposal site visit. The equipment shelter and LPG fuel storage foundation areas and underground conduit excavation areas shall be clear of brush and stumps. Clearing and grubbing must adhere to APA and DEC regulations and CSI standards.  Provision of a fixed-priced cost proposal to clear, grub, and grade the access way leading to the Option 1 equipment shelter location from the "jeep trail" and main wooded access trail as identified in Attachment J – Mount Pisgah Access and Site Plan. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricina Forms.  Excavation for underground electrical conduits and exterior electrical grounding system shall include:  Excavation to provide one 3/4" underground electrical conduit between the county's	X				1 1	
.7.2.B .7.2.B.1 .7.2.C .7.2.C.1 .7.2.C.1	and improvements needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Regarding site and access road storm water, erosion, and sediment controls PROPOSERS shall:  Provide a fixed-price cost proposal specifying any required existing site and access road storm water, erosion, and sediment controls needed for site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms  Clearing and grubbing of natural and manmade impediments shall include:  Clearing and grubbing of natural and manmade impediments according to the ZD and as observed during the pre-proposal site visit. The equipment shelter and LPG fuel storage foundation areas and underground conduit excavation areas shall be clear of brush and stumps. Clearing and grubbing must adhere to APA and DEC regulations and CSI standards.  Provision of a fixed-priced cost proposal to clear, grub, and grade the access way leading to the Option 1 equipment shelter location from the "jeep trail" and main wooded access trail as identified in Attachment J – Mount Pisgah Access and Site Plan. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.  Excavation to provide one 2" underground electrical conduit between the commercial utility demarcation point and the County's new equipment shelter  Excavation to provide the new equipmen	X				1 1 1 1	

RFP Section	Description	NA.	Comoy	Johoy Viii	Exception (Seption)	Weje,	Questions / Comments
5.7.3.A.2	Provision and installation of one 3/4" underground electrical conduit with pull string between				, . 		
5.7.0.D	the County's new equipment shelter and the generator fuel tank for low-voltage signaling and control circuits in accordance with the electrical design and ZD.					1	
5.7.3.B	The selected PROPOSER shall provide and install the equipment shelter exterior electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines, the					1	
5.7.3.C	electrical design, and ZD.  The selected PROPOSER shall construct a concrete foundation to support the County's						
	new 10' x 28' prefabricated OR panel built (TBD by the County) equipment shelter with integral generator room in accordance with the equipment shelter manufacturer's foundation					1	
5.7.3.D	design and ZD.  Equipment shelter installation shall include:	X					
5.7.3.D.1	Installation of the County's new 10' x 28' prefabricated OR panel built (TBD by the County) equipment shelter and associated components in accordance with the equipment shelter					1	
5.7.3.D.2	manufacturer's specifications and ZD.  Bonding of the County's new 10' x 28' prefabricated OR panel built (TBD by the County)						
	equipment shelter to the shelter exterior electrical grounding system and radio tower electrical grounding system in accordance with the latest version of the Motorola R56					1	
5.7.3.E	Guidelines and the electrical design.  The selected PROPOSER shall construct a concrete foundation to support the new 250-						
	gallon generator LPG fuel storage tank in accordance with the generator manufacturer's foundation design and ZD.					1	
5.7.3.F 5.7.3.F.1	Generator LPG fuel storage tank and line installation shall include: Installation of the new 250-gallon generator LPG fuel storage tank on its foundation in	Х				1	
5.7.3.F.2	accordance with the generator manufacturer's specifications  Bonding of the 250-gallon generator LPG fuel storage tank to the exterior electrical					1	
	grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design					1	
5.7.3.F.3	Provision and installation of the LPG fuel line between the fuel storage tank and the					1	
5.7.3.G	generator.  Generator installation shall include:	X					
5.7.3.G.1	Installation of the County's new 22 kW, 120/240 volt single-phase indoor propane generator and automatic transfer switch (ATS) in the equipment shelter integral generator room in accordance with the generator and equipment shelter manufacturer's specifications					1	
5.7.3.G.2	Bonding of the generator and ATS to the equipment shelter electrical grounding system in						
0.7.0.0.2	accordance with the latest version of the Motorola R56 Guidelines and the electrical design					1	
5.7.3.G.3	Connection of the LPG fuel line to the generator in accordance with the generator					1	
5.7.3.H	manufacturer's specifications The cable bridge shall include:	Х					
5.7.3.H.1	Provision and installation of a new 24" self-supporting cable bridge between the existing radio tower and new equipment shelter in accordance with the ZD.					1	
5.7.3.H.1.a	The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of					4	
	supporting a minimum of 12 cables (vertical t-brackets are not acceptable).					1	
5.7.3.H.2	Bonding of the cable bridge to the radio tower external grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design					1	
5.7.4	Equipment Transportation, Offloading, and Fueling	Х					
5.7.4.A	PROPOSERS shall provide a fixed-price cost proposal to transport, offload, and place on its foundation a new 10' x 28' prefabricated OR panel built (TBD by the County) equipment						
	shelter and the associated components from a temporary staging area located at 702 Stowersville Road, Lewis, New York 12950, to Mount Pisgah (reference Attachment B – Site					1	
	Locations). PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms						
5.7.4.B	Provide a fixed-price cost proposal to transport, offload, and place the County's new 22 kW, 120/240 volt single-phase indoor propane generator and associated components on its						
	foundation in the equipment shelter integral generator room. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing					1	
5.7.4.C	Forms.  Provide a fixed-price cost proposal to transport, offload, and place the 250-gallon LPG fuel						
5.7.4.0	storage tank on its foundation and fill it with fuel in accordance with all applicable federal,					1	
	state, and local regulations. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.	V					
5.7.5 5.7.5.A	Civil Engineering  The selected PROPOSER shall develop and deliver the as-built drawing(s) reflecting the	X					
	descriptions, areas, and values of all existing and installed components as they relate to the scope of work for this site.					1	
5.7.5.B 5.7.5.B.1	Testing and verification shall include:  Test(s) (where applicable) and verification of the installed components and systems in	Х				1	
5.7.5.B.2	accordance with all applicable standards and regulations  Provision of test report(s) (where applicable) and certification of installation in accordance						
5.8	with all applicable codes, standards, and regulations  SADDLE HILL	X					
5.8.1 5.8.1.A	Existing Documentation  PROPOSERS shall review existing documentation provided by the County including the ZD,	Х					
0.0.1	geotechnical report, and Attachment G – Microwave Radio Path Vegetation Trimming.					1	
5.8.2 5.8.2.A	Site Development Clearing and grubbing of natural and manmade impediments shall include:	X					
5.8.2.A.1	Clearing and grubbing of natural and manmade impediments according to the ZD and as	X					
	observed during the pre-proposal site visit. All applicable areas shall be clear of brush and stumps. Clearing and grubbing must adhere to APA and DEC regulations and CSI					1	
5.8.2.B	standards. The selected PROPOSER shall supply the materials and install a new 12-foot wide gravel						
	access road in accordance with the ZD, APA and DEC regulations, and CSI standards.					1	
5.8.2.C	The selected PROPOSER shall supply the materials and install the site and access road storm water, erosion, and sediment controls including silt fences, stone check dams, outlet					1	
	protections, culvert trenches, etc. in accordance with the ZD, as defined herein, and in accordance with APA and DEC regulations and CSI standards.					'	
5.8.2.D	The selected PROPOSER shall trim, clear, and properly dispose of deciduous, coniferous, and other vegetation for the microwave radio paths in accordance with Attachment G –					,	
	Microwave Radio Path Vegetation Trimming. All trimming and clearing services shall adhere to APA and DEC regulations and CSI standards.					1	
5.8.3 5.8.3.A	Site Construction Site perimeter security fence and gate shall include:	X				<b>//</b>	
5.8.3.A.1	Provision and installation of a 6-foot high chain link fence plus 1-foot barbed wire extension	A					
	and a 4-foot gate in accordance with the ZD and applicable American Society for Testing and Materials (ASTM) standards for framework (ASTM A1011 / A1011), fabric (A-491-11					1	
	and ASTM A817-07), installation (ASTM F567-11a), and other elements as appropriate. PROPOSERS shall provide sufficient detail of the proposed fences, gates, and associated						
5.8.3.A.2	components in their RFP response The selected PROPOSER shall ensure the site perimeter security fence and gate is bonded						
	and grounded in accordance with the latest version of the Motorola R56 Guidelines and all applicable local building and electrical codes.	<u> </u>	<u> </u>			1	
5.8.4 5.8.4.A	Civil Engineering  The selected PROPOSER shall develop and deliver as-built drawing(s) reflecting the	Х					
	descriptions, areas, and values of all existing and installed components as they relate to the scope of work for this site.					1	
5.8.4.B	The selected PROPOSER shall test (where applicable) and verify the installed components					1	
5.8.4.C	and systems in accordance with all applicable standards and regulations.  Verification shall include:  Site development and construction:	X					
5.8.4.C.1 5.8.4.C.1.a	Site development and construction:  Provision of test report(s) (where applicable) and certification of installation in accordance	X				1	
5.8.4.C.2	with all applicable codes, standards, and regulations  Microwave radio path vegetation trimming, clearing, and disposal shall include:	X					

RFP Section	Description	/III	Nowo	Mount	Exemples (Seption of Seption of S	Weigh	Questions / Comments
5.8.4.C.2.a	Provision of digital photograph sets taken before and after trimming, clearing, and disposal of	/			3) W	1	
5.8.4.C.2.b	the vegetation from at least three angles for each microwave radio path.  Provision of a written report describing the approximate amount (magnitude) of vegetation trimmed, cleared, and certify that trimming and clearing was performed in accordance with the requirements called out in Attachment G – Microwave Radio Path Vegetation Trimming.					1	
<b>5.9</b> 5.9.A	TERRY MOUNTAIN  PROPOSERS shall review existing documentation provided by the County including the ZD, geotechnical report, interior and exterior electrical designs, equipment lists, etc.	Х				1	
5.9.1 5.9.1.A	Site Development Clearing and grubbing of natural and manmade impediments shall include:	X				1	
5.9.1.A.1	Clearing and grubbing of natural and manmade impediments according to the ZD, electrical design, and as observed during the pre-proposal site visit. The equipment shelter foundation, underground conduit excavation, and site perimeter security fence areas shall be clear of brush and stumps. Clearing and grubbing must adhere to APA and DEC regulations and CSI standards.					1	
5.9.1.B 5.9.1.C	The selected PROPOSER shall remove and properly dispose of a section of the existing site perimeter security fence as identified in the ZD.  Excavation for underground electrical conduits and exterior electrical grounding system shall	X				1	
5.9.1.C.1	include:  Excavation to provide one 2" underground electrical conduit between the County's new	^				1	
5.9.1.C.2	equipment shelter and the generator located in the existing equipment building  Excavation to provide one 3/4" underground electrical conduit between the County's new					1	
5.9.1.C.3	equipment shelter and the generator located in the existing equipment building Excavation to provide one 3/4" underground electrical conduit between the County's new					1	
5.9.1.C.4	equipment shelter and the generator fuel tank located in the existing equipment building Excavation to provide the new equipment shelter exterior electrical grounding ring system in					1	
5.9.2	accordance with the electrical design and ZD Site Construction	X					
5.9.2.A 5.9.2.A.1	Electrical and low-voltage signaling and control conduits shall include:  Provision and installation of one 2" underground electrical conduit with pull string between	X				1	
5.9.2.A.2	the County's new equipment shelter and the generator located in the existing equipment building  Provision and installation of one 3/4" underground electrical conduit with pull string between the County's new equipment shelter and the generator located in the existing equipment					1	
5.9.2.A.3	building for low-voltage signaling and control circuits  Provision and installation of one 3/4" underground electrical conduit between the County's						
5.9.2.B	new equipment shelter and the generator fuel tank located in the existing equipment building for low-voltage signaling and control circuits  The selected PROPOSER shall provide and install the equipment shelter exterior electrical					1	
	grounding system in accordance with the latest version of the Motorola R56 Guidelines and electrical design.					1	
5.9.2.C	The selected PROPOSER shall construct a concrete foundation to support the County's new 10' x 16' prefabricated equipment shelter in accordance with the equipment shelter manufacturer's foundation design and ZD.					1	
5.9.2.D 5.9.2.D.1	Equipment shelter installation shall include:  Installation of the County's new 10' x 16' prefabricated equipment shelter and associated	X				4	
5.9.2.D.2	components in accordance with the equipment shelter manufacturer's specifications and ZD Bonding of the County's new 10' x 16' prefabricated equipment shelter to the equipment					1	
	shelter exterior grounding system the radio tower electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines	V				1	
5.9.2.E 5.9.2.E.1	The cable bridge shall include:  Provision and installation of a new 24" self-supporting cable bridge between the existing radio tower and new equipment shelter in accordance with the ZD	Х				1	
5.9.2.E.1.a	The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of supporting a minimum of 12 cables (vertical t-brackets are not acceptable).					1	
5.9.2.E.2	Bonding of the cable bridge to the radio tower external grounding system in accordance with the latest version of the Motorola R56 Guidelines					1	
5.9.2.F 5.9.2.F.1	Site perimeter security fence and gate shall include:  Provision and installation of a 6-foot high chain link fence plus 1-foot barbed wire extension and 14-foot wide double-gate in accordance with the ZD and applicable ASTM standards for framework (ASTM A1011 / A1011), fabric (A-491-11 and ASTM A817-07), installation (ASTM F567-11a), and others as appropriate. PROPOSERS shall provide sufficient detail of the proposed fences, gates, and associated components in their RFP response.	X				1	
5.9.2.F.2	Bonding of the fence, double-gate, and other components to the exterior electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and					1	
5.9.2.G	the electrical design  The selected PROPOSER shall provide and install two 1" RF transmission line support conduits (one to the 226-foot level and one to the 650-foot level) on the existing radio tower as specified in Attachment L – Terry Mountain Structural Analysis.					1	
5.9.3 5.9.3.A	Equipment Transportation and Offloading  PROPOSERS shall provide a fixed-price cost proposal to transport, offload, and place on its	Χ					
	foundation a new 10' x 16' prefabricated equipment shelter and the associated components from a temporary staging area located at 702 Stowersville Road, Lewis, New York 12950, to Terry Mountain (reference Attachment B – Site Locations). PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing					1	
5.9.4 5.9.4.A	Forms.  Civil Engineering  The selected PROPOSER shall develop and deliver as-built drawing(s) reflecting the	X				<b>\</b> \	
	descriptions, areas, and values of all existing and installed components as they relate to the scope of work for this site.					1	
5.9.4.B 5.9.4.B.1	Testing and verification shall include: Test(s) (where applicable) and verification of the installed components and systems in	Χ				1	
5.9.4.B.2	accordance with all applicable standards and regulations  Provision of test report(s) (where applicable) and certification of installation in accordance					1	
5.10	with all applicable codes, standards, and regulations  WELLS HILL	Х					
	NOTE – The existing 20-foot self-supporting radio tower, cable bridge and associated components, and overhead wires will be removed and properly disposed of as cited on the ZD. However, this equipment will not be decommissioned until after the full implementation of the County's Public Safety Radio Communications is completed. The County is handling					1	
5.10.1	the decommissioning work as separate effort.  Existing Documentation	Х					
5.10.1.A	PROPOSERS shall review existing documentation provided by the County including the ZD, geotechnical report, interior and exterior electrical designs, equipment lists, etc.					1	
5.10.2 5.10.2.A	PROPOSERS shall provide a fixed-price cost proposal specifying any required site storm water, erosion, and sediment controls needed for the site development and site construction based on the scope of work contained in the ZD, as defined herein, and as observed during the pre-proposal site visit. All services and products shall be performed and provided in accordance with APA and DEC regulations and CSI standards. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing	X				1	
5.10.2.B	The selected PROPOSER shall clear and grub natural and manmade impediments according to the ZD, electrical design, and as observed during the pre-proposal site visit. The radio tower, equipment shelter, and LPG fuel storage tank foundation, underground conduit excavation, and site perimeter security fence areas shall be clear of brush and stumps. Clearing and grubbing must adhere to APA and DEC regulations and CSI standards					1	
5.10.2.C	Excavation for underground electrical conduits and exterior electrical grounding system shall include:	Х					
5.10.2.C.1	Excavation to provide one 2" underground electrical conduit between the commercial utility demarcation point and the County's new equipment shelter					1	

RFP Section	Description	N. T.	Comon	Source Him	Carification Exception	Weigh	Questions / Comments
5.10.2.C.2	Excavation to provide one 3/4" underground electrical conduit between the County's new	<u>/</u>		0 2 0		1	
5.10.2.C.3	equipment shelter and the generator fuel tank  Excavation to provide the new radio tower electrical grounding ring system in accordance					1	
5.10.2.C.4	with the electrical design and ZD  Excavation to provide the new equipment shelter exterior electrical grounding ring system in					1	
5.10.3	accordance with the electrical design and ZD Site Construction	X					
5.10.3.A 5.10.3.A.1	Electrical and low-voltage signaling and control conduits shall include:  Provision and installation of one 2" underground electrical conduit with pull string between the commercial utility demarcation point and the County's new equipment shelter in accordance with the electrical design and ZD.	X				1	
5.10.3.A.2	Provision and installation of one 3/4" underground electrical conduit with pull string between the County's new equipment shelter and the generator fuel tank for low-voltage signaling and control circuits in accordance with the electrical design and ZD.					1	
5.10.3.B	The selected PROPOSER shall provide and install the radio tower electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines, the electrical design, and ZD.					1	
5.10.3.C	The selected PROPOSER shall provide and install the equipment shelter exterior electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines, the electrical design, and ZD.					1	
5.10.3.D	The selected PROPOSER shall construct a concrete foundation to support the County's new 50-foot self-supporting radio tower in accordance with the equipment shelter manufacturer's foundation design and ZD.					1	
5.10.3.E 5.10.3.E.1	Radio tower installation shall include:  Stacking and installing the County's new 50-foot self-supporting radio tower in accordance	Χ				1	
5.10.3.E.2	with the equipment shelter manufacturer's specifications and ZD  Bonding the radio tower to its electrical grounding system and equipment shelter exterior grounding system in accordance with the latest version of the Motorola R56 Guidelines and					1	
5.10.3.F	the electrical design  The selected PROPOSER shall construct a concrete foundation to support the County's new 10' x 22' prefabricated equipment shelter with integral generator room accordance with the equipment shelter manufacturer's foundation design and ZD.					1	
5.10.3.G 5.10.3.G.1	Equipment shelter installation shall include: Installation of the County's new 10' x 22' prefabricated equipment shelter and associated	Χ					
5.10.3.G.2	components in accordance with the equipment shelter manufacturer's specifications and ZD  Bonding the County's new 10' x 22' prefabricated equipment shelter to the shelter exterior				-	1	
3.10.3.3.2	electrical grounding system and radio tower electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design					1	
5.10.3.H	The selected PROPOSER shall construct a concrete foundation to support the new 500-gallon generator LPG fuel storage tank in accordance with the generator manufacturer's foundation design and ZD.					1	
5.10.3.I 5.10.3.I.1	Generator LPG fuel storage tank and line installation shall include:  Generator LPG fuel storage tank and line installation shall include:	Χ				1	
5.10.3.I.2	Bonding the 500-gallon generator LPG fuel storage tank to the exterior electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design					1	
5.10.3.I.3	Provision and installation of the LPG fuel line between the fuel storage tank and the generator.					1	
5.10.3.J 5.10.3.J.1	Generator installation shall include: Installation of the County's new 22 kW, 120/240 volt single-phase indoor propane generator	Χ					
	and ATS in the equipment shelter integral generator room in accordance with the generator and equipment shelter manufacturer's specifications					1	
5.10.3.J.2 5.10.3.J.3	Bonding the generator and ATS to the equipment shelter electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design					1	
	Connecting the LPG fuel line to the generator in accordance with the generator manufacturer's specifications					1	
5.10.3.K 5.10.3.K.1	The cable bridge shall include:  Provision and installation of a new 24" self-supporting cable bridge between the new radio	X				1	
5.10.3.K.1.a	tower and new equipment shelter in accordance with the ZD.  The cable bridge shall be constructed of galvanized steel with stainless steel or galvanized steel mounting hardware and trapeze kits capable of accepting snap-in hangers capable of supporting a minimum of 12 cables (vertical t-brackets are not acceptable).					1	
5.10.3.K.2	Bonding the cable bridge to the radio tower external grounding system in accordance with					1	
5.10.3.L	the latest version of the Motorola R56 Guidelines and the electrical design  Site perimeter security fence and gate shall include:	Χ					
5.10.3.L.1	Provision and installation of a 6-foot high chain link fence plus 1-foot barbed wire extension and 14-foot wide double-gate in accordance with the ZD and applicable ASTM standards for framework (ASTM A1011 / A1011), fabric (A-491-11 and ASTM A817-07), installation (ASTM F567-11a), and others as appropriate. PROPOSERS shall provide sufficient detail of the proposed fences, gates, and associated components in their RFP response.					1	
5.10.3.L.2	Bonding the fence, double-gate, and other components to the exterior electrical grounding system in accordance with the latest version of the Motorola R56 Guidelines and the electrical design					1	
5.10.4 5.10.4.A	Equipment Transportation, Offloading, and Fueling PROPOSERS shall provide a fixed-price cost proposal to transport, offload, and place on its	Χ					
	foundation a new 10' x 22' prefabricated equipment shelter and the associated components from a temporary staging area located at 702 Stowersville Road, Lewis, New York 12950, to Mount Pisgah (reference Attachment B – Site Locations). PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing					1	
5.10.4.B	PROPOSERS shall provide a fixed-price cost proposal to transport, offload, and place the County's new 22 kW, 120/240 volt single-phase indoor propane generator and associated components on its foundation in the equipment shelter integral generator room.  PROPOSERS shall provide the fixed-price cost proposal using the form contained in					1	
5.10.4.C	Attachment N – Proposal Pricing Forms.  PROPOSERS shall provide a fixed-price cost proposal to transport, offload, and place the 500-gallon LPG fuel storage tank on its foundation and fill it with fuel in accordance with all applicable federal, state, and local regulations. PROPOSERS shall provide the fixed-price cost proposal using the form contained in Attachment N – Proposal Pricing Forms.					1	
5.10.5 5.10.5.A	Civil Engineering  The selected PROPOSER shall develop and deliver as-built drawing(s) reflecting the descriptions, areas, and values of all existing and installed components as they relate to the	X				1	
5.10.5.B 5.10.5.B.1	scope of work for this site.  Testing and verification shall include:  Test(s) (where applicable) and verification of the installed components and systems in	X				1	
5.10.5.B.2	accordance with all applicable standards and regulations  Provision of test report(s) (where applicable) and certification of installation in accordance					1	
SECTION 6	with all applicable codes, standards, and regulations  WRITTEN DELIVERABLE REQUIREMENTS	Х				11	
6.1.A	Written Deliverable Format and Submission  All written deliverables defined in this RFP shall be submitted according to the following requirements:	X				11	
6.1.A.1	All written deliverables shall be provided in hard copy (triplicate), properly bound, and in electronic format via e-mail and CD-ROM.					1	
6.1.A.1.a 6.1.A.2	All written deliverables shall be provided in their native formats and in PDF.  All written deliverables shall include a cover letter or letter of transmittal, signed, dated, and					1	
6.1.B	fully describing the contents of the submittal  All project drawings shall contain the following minimum information:	X					
6.1.B.1 6.1.B.2	Name of firm or entity that prepared each submittal on label or title block Certification and seal of a New York State licensed Professional Engineer (PE)					1	

RFP Section	Description	NA N	Comon	Now O	Change Control	Questions / Comments
6.1.B.3	A space approximately 3-1/2 by 5 inches on label or beside title block to record the County's review and approval markings				1	
6.1.B.4	Project name and date				1	
6.1.B.5 6.1.B.6	Submittal number or other unique identifier, including revision identifier  Drawing number and detail references, as appropriate				1	
6.1.B.7	Communications site name					
6.1.B.8	Other necessary identification				1	
6.1.C	All project drawings shall be marked as "Draft" until the County reviews and provides written				1	
6.2	approval for the drawings.  WRITTEN DELIVERABLE REVIEW	Х				*
6.2.A	The selected PROPOSER shall allow a minimum of ten business days for written deliverable reviews, including time for re-submittals (instances where the County deems the initial	<i>X</i>			1	
6.2.A.1	submittal unacceptable), as follows: Time for review shall commence on County's receipt of the written deliverable.				1	
6.2.A.2	No contract extensions will be authorized because of failure to transmit deliverables enough				'	
	in advance of the work to permit processing, including re-submittals.				1	
6.2.A.3	All written deliverables shall be subject to review and written approval by the County and its				1	
6.3	consultants. WRITTEN DELIVERABLE ACCEPTANCE	Х			000	
6.3.A	The County shall deem the written deliverables ready for final acceptance following					
	successful completion and approval of the following:	Х			100	
6.3.A.1	Resolution of all revision requests, questions, comments, and concerns				1	
6.3.A.2 6.3.A.3	Final drawings certified and sealed by a PE licensed by the State of New York Final deliverables submitted to the County per the requirements in Section 7				1	
SECTION 7	PROJECT MANAGEMENT	Х				
7.A	The selected PROPOSER shall identify in writing the primary and secondary Point(s) of Contact (POCs) responsible for coordinating all project activities with the County project				1	
7.B	manager and the County's consultant.  The selected PROPOSER shall convene a project planning session with the County within ten calendar days of contract award to develop jointly, a detailed project management plan. The project management plan shall include the following at a minimum:				1	
7.B.1	Scope and change management plan				1	
7.B.2	Staffing management plan:				1	
7.B.2.a	Confirmed personnel plan				1	
7.B.3 7.B.3.a	Schedule management plan: Proposed work breakdown structure (WBS) and project schedule				1	
7.B.3.b	Project status meeting schedule (the selected PROPOSER and County shall mutually agree				<u>'</u>	
	upon the frequency, duration, and agenda of the meetings)				1	
7.B.4	Quality management plan				1	
7.B.5	Performance baselines:				1	
7.B.5.a 7.B.6	Schedule, technical, and cost measurement baselines Risk management plan:				1	
7.B.6.a	List of potential project risks and assumptions/constraints, estimated probability of occurrence, potential impacts, and planned responses for each				1	
7.B.7 7.B.7.a	Communications management plan:  Identification of what information is communicated to whom, how often, and by what				1	
7.B.7.b	method(s)  The selected PROPOSER shall address all written and verbal correspondence from the County and/or the County's consultant during normal business hours on the same day or following business day. Response time shall not exceed 24-hours from receipt of correspondence except on weekends and official holidays.				1	
7.B.8	Procurement management plan:				1	
7.B.8.a	Hierarchal bill of materials (BOM) with anticipated lead times, delivery schedules, proposed				1	
7.B.9	staging locations, etc. Punch list:				1	
7.B.9.a	Site development, construction, and civil engineering execution punch list organized by site				<u>'</u>	
	and including the following:				1	
7.B.9.a.1	Sequential punch list item number				1	
7.B.9.a.2 7.B.9.a.3	Date identified  Item description				1	
7.B.9.a.4	The party responsible for resolution				1	
7.B.9.a.5	Expected resolution date				1	
7.B.9.a.6	Actual resolution date				1	
7.B.9.a.7 7.B.9.a.8	Details about how each punch list item was resolved and tested  Notes about the item				1	
7.B.9.b	If the PROPOSER receives written permission from the County to transfer the responsibility of an item to another person or group, a new entry shall be added to the punch list and the				1	
7.B.9.c	original entry shall be appropriately noted.  The PROPOSER shall be responsible for reviewing each punch list item, and advising the County of any changes. The punch list shall be updated and distributed weekly via e-mail.				1	
SECTION 2	COMPLIANCE	V				
SECTION 8 8.A	The selected PROPOSER shall adhere to all applicable federal, state, and local laws, ordinances, or regulations governing the site development, construction, and civil	X			1	
8.B	engineering services and products supplied.  The site development, construction, and civil engineering services and products produced by the selected PROPOSER shall comply with the latest versions of the standards, rules, codes, regulations, and industry guidelines identified in Section 8.B of the RFP.				1	
SECTION 9	FINAL ACCEPTANCE	Х				
9.A	The County shall deem all site development, construction, and civil engineering services and products ready for final acceptance following successful completion and approval of the following:	Х				
9.A.1	All final written deliverables accepted in accordance with Section 7				1	
9.A.2	Provision, delivery, and installation of all site development, construction, and civil engineering services and products required herein				1	
9.A.3	Testing (where applicable) and verification of components and systems in accordance with all applicable standards and regulations				1	
9.A.4 9.A.5	Warranty and maintenance documentation Training (where applicable)				1	
9.A.6	Final inspection and punch list resolution approved by the County					
9.B	The selected PROPOSER shall allow the County an additional 30 business days following					
	final punch list resolution to validate acceptance and issue acceptance documentation.				1	

# **Attachment B – Site Locations**

Site Name	Site Address	Site Coordinates
Angier Hill	333 Halds Road Westport, New York 12993	44°13'15" N 73°24'35" W
Belfry Mountain	Site Access – 729 Dalton Hill Road Witherbee, New York 12998	44°05'55" N 73°32'52" W
	Site Location – Summit of Belfry Mountain Moriah, New York 12960	
Blue Mountain	Blue Mountain Summit Blue Mountain Lake, New York 12812	43°52'27" N 74°24'09" W
Grandpas Knob	Summit of Grandpas Knob Castleton, Vermont 05735	43°39'32" N 73°06'24" W
Lewis Public Safety Building	702 Stowersville Road Lewis, New York 12950	44°16'56" N 73°32'11" W
Mount Pisgah	96 Mount Pisgah Lane Summit of Mount Pisgah Ski Area Saranac Lake, New York 12983	44°20'28" N 74°07'41" W
Saddle Hill	25 Christmas Tree Lane Lewis, New York 12950	44°16'50" N 73°31'37" W
Terry Mountain	Terry Mountain Peasleeville, New York 12985 (1.8 Miles South)	44°34'27" N 73°40'29" W
Wells Hill	189 Seventy Lane Lewis, New York 12950	44°18'12" N 73°36'47" W

# **Attachment C – Site Map\***



\*NOTE – The map identifies all network sites. The PROPOSER shall be responsible for providing services and products for the sites identified herein.

# **Attachment D – Zoning Drawings**

Provided electronically as Attachment D of this RFP is Zoning Drawings.pdf

#### NOTES -

- The County desires to position the Mount Pisgah equipment shelter at the location depicted as "Option 1" on the ZD. It is possible to temporarily disconnect the radio tower guy wire extending over this location as displayed in the ZD.
- PROPOSERS should review the Mount Pisgah ZD along with Attachment J to estimate the scope of work required to upgrade the access way leading to the "Option 1" location from the "jeep trail."

#### PROJECT DESCRIPTION:

CONSTRUCTION OF PUBLIC UTILITY/PERSONAL WIRELESS SERVICE FACILITY CONSISTING OF A 195' SELF SUPPORT TOWER, INITIALLY (3) EQUIPMENT SHELTERS, BACKUP GENERATOR, PROPANE TANK AND A UTILITY BACKBOARD WITHIN A FENCED COMPOUND. NO WATER OR SEWER IS REQUIRED.

#### **CODE COMPLIANCE:**

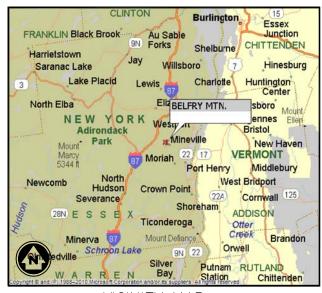
ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

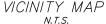
- 1. NY BUILDING CODE
- 2. UNIFORM BUILDING CODE
- 3. BUILDING OFFICIALS AND CODE 7. NATIONAL ELECTRICAL CODE ADMINISTRATORS (BOCA)
- 4. UNIFORM MECHANICAL CODE 9. CITY/COUNTY ORDINANCES
- 5. ANSI/TIA/EIA-222-G
- 6. UNIFORM PLUMBING CODE
- 8. LOCAL BUILDING CODE

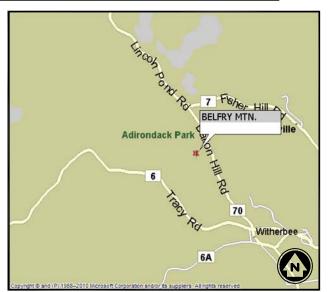


# **BELFRY MOUNTAIN** SITE ID: tbd

**DALTON HILL ROAD** WITHERBEE, NY 12998







LOCATION MAP

engineering

11 HERBERT DRIVE LATHAM, NY 12110 OFFICE #: (518) 690-0790 FAX #: (518) 690-0793

PROPOSED TOWER HEIGHT: ±195' AGL 44° 05′ 57.080″ N LATITUDE: 73° 32' 52.685" W LONGITUDE: ELEVATION: ±1776' AMSL

DIG ALERT: CALL FOR UNDERGROUND UTILITIES PRIOR TO DIGGING: 1-888-344-7233

> **EMERGENCY:** CALL 911

ESSEX COUNTY, NEW YORK

# PROJECT INFORMATION BELFRY MOUNTAIN

TBD

SITE ID: DALTON HILL ROAD WITHERBEE, NY 12998 SITE ADDRESS:

ZONING JURISDICTION: TBD ZONING CLASSIFICATION: TBD

SITE NAME:

PARCEL ID: 86.03-1-10 PARENT PARCEL SIZE: 38.7 AC. ±

CONSTRUCTION AREA: ±13,500 SQ. FEET LATITUDE: 44° 05' 57.080" LONGITUDE: -73° 32' 52.685" ELEVATION: ±1776' AMSL

#### PROJECT DIRECTORY

PROPERTY OWNER: TBD XXX XXX

CONTACT: TEL: (XXX) XXX-XXXX

APPLICANT: XXX

CONTACT:

ATTORNEY:

DONNA LOVE

(XXX) XXX-XXXX

INFINIGY ENGINEERING & SURVEYING, PLLC ENGINEER:

11 HERBERT DRIVE LATHAM, NY 12110

CONTACT: AJ DESANTIS

PHONE: (518) 690-0790

THE MURRAY LAW FIRM 10 MAXWELL DRIVE

CLIFTON PARK, NY 12065

CONTACT: JACQUELINE PHILLIPS MURRAY, ESQ.

(518) 688-0755

POWER COMPANY: TBD

TELCO COMPANY: TBD

#### DDWWING INDEX

1		(				
	DRWG. #	TITLE	REV.#	DATE		
	T1	TITLE SHEET	0	6/06/12		
	Z1	GENERAL NOTES	0	6/06/12		
	Z2	OVERALL SITE LAYOUT	0	6/06/12		
	Z3	ENLARGED SITE LAYOUT	0	6/06/12		
	Z4	GRADING PLAN	0	6/06/12		
	Z5	GRADING NOTES & DETAILS	0	6/06/12		
	Z6	ELEVATION VIEW & DETAILS	0	6/06/12		
	<b>Z</b> 7	DETAILS	0	6/06/12		
	Z8	FENCE DETAILS	0	6/06/12		
	Z9	DETAILS	0	6/06/12		
	Z10	PROPANE TANK DETAILS	0	6/06/12		
	Z11	AT&T SHELTER DETAILS	0	6/06/12		
	Z12	VZW SHELTER DETAILS	0	6/06/12		
	Z13	ESSEX CO. SHELTER DETAILS	0	6/06/12		
	Z14	TREE INVENTORY PLAN	0	6/06/12		
	Z15	TREE INVENTORY	0	6/06/12		
	Z16	TREE INVENTORY CON'T.	0	6/06/12		
	Z17	TREE INVENTORY CON'T.	0	6/06/12		

#### **GENERAL NOTES**

- ALL DIMENSIONS TO, OF, AND ON EXISTING BUILDINGS, DRAINAGE STRUCTURES, AND SITE IMPROVEMENTS SHALL BE VERIFIED IN FIELD BY CONTRACTOR WITH ALL DISCREPANCIES REPORTED TO THE ENGINEER.
- 2. DO NOT CHANGE SIZE NOR SPACING OF STRUCTURAL ELEMENTS.
- 3. DETAILS SHOWN ARE TYPICAL; SIMILAR DETAILS APPLY TO SIMILAR CONDITIONS UNLESS OTHERWISE NOTED.
- 4. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
- 5. BRACE STRUCTURES UNTIL ALL STRUCTURAL ELEMENTS NEEDED FOR STABILITY ARE INSTALLED. THESE ELEMENTS ARE AS FOLLOWS: LATERAL BRACING, ANCHOR BOLTS, ETC.
- 6. DETERMINE EXACT LOCATION OF EXISTING UTILITIES, GROUNDS DRAINS, DRAIN PIPES, VENTS, ETC. BEFORE COMMENCING WORK.
- INCORRECTLY FABRICATED, DAMAGED, OR OTHERWISE MISFITTING OR NONCONFORMING MATERIALS OR CONDITIONS SHALL BE REPORTED TO THE OWNER PRIOR TO REMEDIAL OR CORRECTIVE ACTION. ANY SUCH ACTION SHALL REQUIRE APPROVAL.
- EACH CONTRACTOR SHALL COOPERATE WITH THE OWNER'S REPRESENTATIVE, AND COORDINATE HIS WORK WITH THE WORK OF OTHERS.
- 9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE ALL PLAN SHEETS AND SPECIFICATIONS AND COORDINATE HIS WORK WITH THE WORK OF ALL OTHER CONTRACTORS TO ENSURE THAT WORK PROGRESSION IS NOT INTERRUPTED.
- 10. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING A NEAT AND ORDERLY SITE, YARD AND GROUNDS. REMOVE AND DISPOSE OFF SITE ALL RUBBISH, WASTE MATERIALS, LITTER, AND ALL FOREIGN SUBSTANCES. REMOVE PETRO—CHEMICAL SPILLS, STAINS AND OTHER FOREIGN DEPOSITS. RAKE GROUNDS TO A SMOOTH EVEN—TEXTURED SURFACE.
- 11. THE PLANS SHOW SOME KNOWN SUBSURFACE STRUCTURES, ABOVE—GROUND STRUCTURES AND/OR UTILITIES BELIEVED TO EXIST IN THE WORKING AREA, EXACT LOCATION OF WHICH MAY VARY FROM THE LOCATIONS INDICATED. IN PARTICULAR, THE CONTRACTOR IS WARNED THAT THE EXACT OR EVEN APPROXIMATE LOCATION OF SUCH PIPELINES, SUBSURFACE STRUCTURES AND/OR UTILITIES IN THE AREA MAY BE SHOWN OR MAY NOT BE SHOWN; AND IT SHALL BE HIS RESPONSIBILITY TO PROCEED WITH GREAT CARE IN EXECUTING ANY WORK. 48 HOURS BEFORE YOU DIG, DRILL OR BLAST, CALL 1-888-344-7233
- 12. THE OWNER OR OWNER'S REPRESENTATIVE SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT THE EXPRESSED APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE.
- 13. THE CONTRACTOR IS INSTRUCTED TO COOPERATE WITH ANY AND ALL OTHER CONTRACTORS PERFORMING WORK ON THIS JOB SITE DURING THE PERFORMANCE OF THIS CONTRACT.
- 14. THE CONTRACTOR SHALL RESTORE ALL PUBLIC OR PRIVATE PROPERTY DAMAGED OR REMOVED TO AT LEAST AS GOOD OF CONDITION AS BEFORE DISTURBED AS DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE.
- 15. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIRED PERMITS.
- 16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING, AND INCURRING THE COST OF ALL REQUIRED PERMITS, INCLUDING, BUT NOT LIMITED TO, THE BUILDING PERMIT, INSPECTIONS, CERTIFICATES, ETC.
- 17. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE OWNER OR OWNER'S REPRESENTATIVE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR.
- 18. ALL TRENCH EXCAVATION AND ANY REQUIRED SHEETING AND SHORING SHALL BE DONE IN ACCORDANCE OSHA REGULATIONS FOR CONSTRUCTION.
- 19. CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING AND THE MAINTENANCE OF SURFACE DRAINAGE DURING THE COURSE OF WORK.
- 20. ALL UTILITY WORK INVOLVING CONNECTIONS TO EXISTING SYSTEMS SHALL BE COORDINATED WITH THE OWNER OR OWNER'S REPRESENTATIVE AND THE UTILITY OWNER. NOTIFY THE OWNER OR OWNER'S REPRESENTATIVE AND THE UTILITY OWNER BEFORE EACH AND EVERY CONNECTION TO EXISTING SYSTEMS IS MADE.
- 21. MAINTAIN FLOW FOR ALL EXISTING UTILITIES.
- 22. ALL SITE FILL SHALL MEET SELECTED FILL STANDARDS AS DEFINED BY THE OWNER OR OWNER'S REPRESENTATIVE ON THE DRAWINGS.
- 23. CONTRACTOR SHALL GRADE ALL AREAS ON THE SITE TO PROVIDE POSITIVE DRAINAGE AWAY FROM THE EQUIPMENT PAD AND THE TOWER.
- 24. ALL IMPROVEMENTS TO CONFORM WITH LOCAL JURISDICTION CONSTRUCTION STANDARDS AND SPECIFICATIONS, LATEST EDITION.

#### STRUCTURAL STEEL NOTES

- STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS".
- 2. ALL INTERIOR STRUCTURAL STEEL USED SHALL BE, WHEN DELIVERED, FINISHED WITH ONE COAT FABRICATOR'S NON-LEAD, RED OXIDE PRIMER. PRIMING SHALL BE PERFORMED AFTER SHOP FABRICATION TO THE GREATEST EXTENT POSSIBLE. ALL DINGS, SCRAPES, MARS, AND WELDS IN THE PRIMED AREAS SHALL BE REPAIRED BY FIELD TOUCH-UP PRIOR TO COMPLETION OF THE WORK.
- 3. ALL EXTERIOR STEEL WORK SHALL BE GALVANIZED IN ACCORDANCE WITH SPECIFICATION ASTM A36 UNLESS OTHERWISE NOTED. GALVANIZING SHALL BE PERFORMED AFTER SHOP FABRICATION TO THE GREATEST EXTENT POSSIBLE. ALL DINGS, SCRAPES, MARS, AND WELDS IN THE GALVANIZED AREAS SHALL BE REPAIRED BY FIELD TOUCH—UP PRIOR TO COMPLETION OF THE WORK.
- 4. DO NOT PLACE HOLES THROUGH STRUCTURAL STEEL MEMBERS EXCEPT AS SHOWN AND DETAILED ON STRUCTURAL DRAWINGS.
- CONNECTIONS:
- A. ALL WELDING SHALL BE DONE USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC AND AWS D1.1. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION", 9TH EDITION. AT THE COMPLETION OF WELDING, ALL DAMAGE TO GALVANIZED COATING SHALL BE REPAIRED.
- B. BOLTED CONNECTIONS SHALL USE BEARING TYPE GALVANIZED ASTM A325 BOLTS (3/4" DIA) AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.
- C. NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING MAY USE 5/8" DIA. GALVANIZED ASTM A 307 BOLTS UNLESS NOTED OTHERWISE.
- D. CONNECTION DESIGN BY FABRICATOR WILL BE SUBJECT TO REVIEW AND APPROVAL BY ENGINEER.

#### CONCRETE NOTES

- 1. DESIGN AND CONSTRUCTION OF ALL CONCRETE ELEMENTS SHALL CONFORM TO THE LATEST EDITIONS OF THE FOLLOWING APPLICABLE CODES: ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS"; ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE";
- 2. MIX DESIGN SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO PLACING CONCRETE.
- 3. CONCRETE SHALL BE NORMAL WEIGHT, 6% AIR ENTRAINED (±1.5%) WITH A MAXIMUM 4" SLUMP, AND HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI UNLESS OTHERWISE NOTED.
- 4. MAXIMUM AGGREGATE SIZE SHALL BE 1".

BEAMS AND COLUMNS

5. THE FOLLOWING MATERIALS SHALL BE USED:

PORTLAND CEMENT: ASTM C 150, TYPE I
REINFORCEMENT: ASTM A 185
NORMAL WEIGHT AGGREGATE: ASTM C 33
WATER: DRINKABLE
ADMIXTURES: NON-CHLORIDE CONTAINING

- 6. REINFORCING DETAILS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ACI 315.
- 7. REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A 185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
- 8. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:

- A CHAMFER 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
- 10. INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHOR, SHALL BE PER MANUFACTURES WRITTEN RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE.
- 11. CURING COMPOUNDS SHALL CONFORM TO ASTM C-309.
- 12. ADMIXTURES SHALL CONFORM TO THE APPROPRIATE ASTM STANDARD AS REFERENCED IN ACI-301.
- 13. DO NOT WELD OR TACKWELD REINFORCING STEEL.
- 14. ALL DOWELS, ANCHOR BOLTS, EMBEDDED STEEL, ELECTRICAL CONDUITS, PIPE SLEEVES, GROUNDS AND ALL OTHER EMBEDDED ITEMS AND FORMED DETAILS SHALL BE IN PLACE BEFORE START OF CONCRETE PLACEMENT.
- 15. LOCATE ADDITIONAL CONSTRUCTION JOINTS REQUIRED TO FACILITATE CONSTRUCTION AS ACCEPTABLE TO ENGINEER. PLACE REINFORCEMENT CONTINUOUSLY THROUGH JOINT.
- 16. REINFORCEMENT SHALL BE COLD BENT WHENEVER BENDING IS REQUIRED.
- 17. PLACE CONCRETE IN A UNIFORM MANNER TO PREVENT THE FORMATION OF COLD JOINTS AND OTHER PLANES OF WEAKNESS. VIBRATE THE CONCRETE TO FULLY EMBED REINFORCING. DO NOT USE VIBRATORS TO TRANSPORT CONCRETE THROUGH CHUTES OR FORMWORK.
- 18. DO NOT PLACE CONCRETE IN WATER, ICE, OR ON FROZEN GROUND.
- 19. DO NOT ALLOW CONCRETE SUBBASE TO FREEZE DURING CONCRETE CURING AND SETTING PERIOD, OR FOR A MINIMUM OF 14 DAYS AFTER PLACEMENT.
- 20. FOR COLD-WEATHER AND HOT-WEATHER CONCRETE PLACEMENT, CONFORM TO APPLICABLE ACI CODES AND RECOMMENDATIONS. IN EITHER CASE, MATERIALS CONTAINING CHLORIDE, CALCIUM, SALTS, ETC. SHALL NOT BE USED. PROTECT FRESH CONCRETE FROM WEATHER FOR 7 DAYS MINIMUM.

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# <u>CIVIL LEGEND</u>

<u>EXISTING</u>	FFNCF	<u> </u>
UNDERGROUND ELECTRIC	UNDERGROUND ELECTRIC	
UNDERGROUND TELEPHONE	UNDERGROUND TELEPHONE	
OVERHEAD WIRES	OVERHEAD TELEPHONE	
——	OVERHEAD ELECTRIC	
250	5' OR 10' CONTOUR LINE	250
202	1' OR 2' CONTOUR LINE	202
120.5 OR x	SPOT ELEVATION	120.5 OR x
	PRIMARY PROPERTY OR R.O.W	. ———
	LEASE LINE	
	EASEMENT	
<del></del>	UTILITY POLE	Ø
	TELEPHONE PEDESTAL	_ <b>⊿</b>
	CURB	
	ASPHALT PAVEMENT	
	BUILDING	
⊕ *	TREES, SHRUBS, BUSHES	<b>○ %</b>
X	REPRESENTS DETAIL NUMBER	

— REF. DRAWING NUMBER

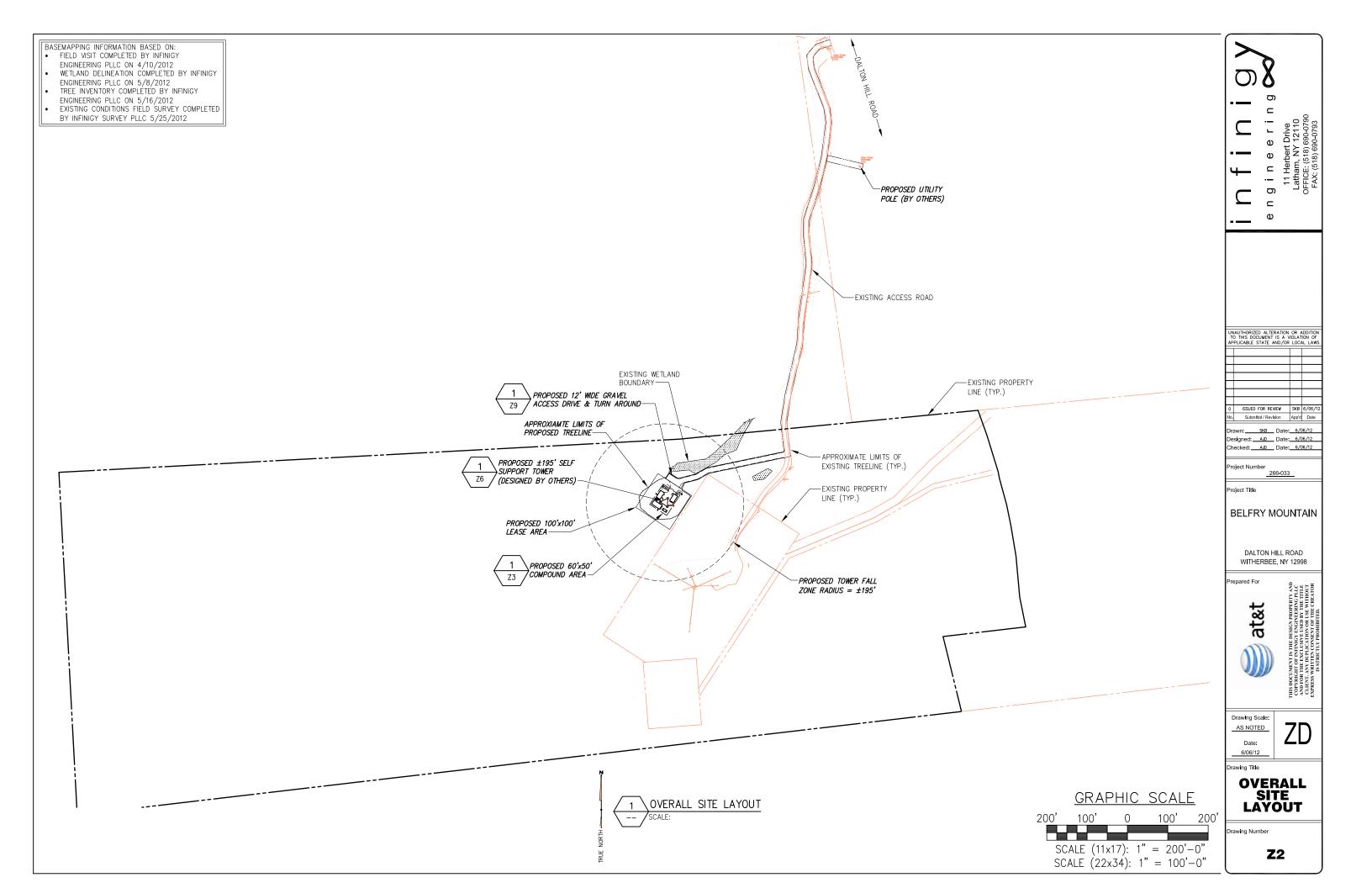
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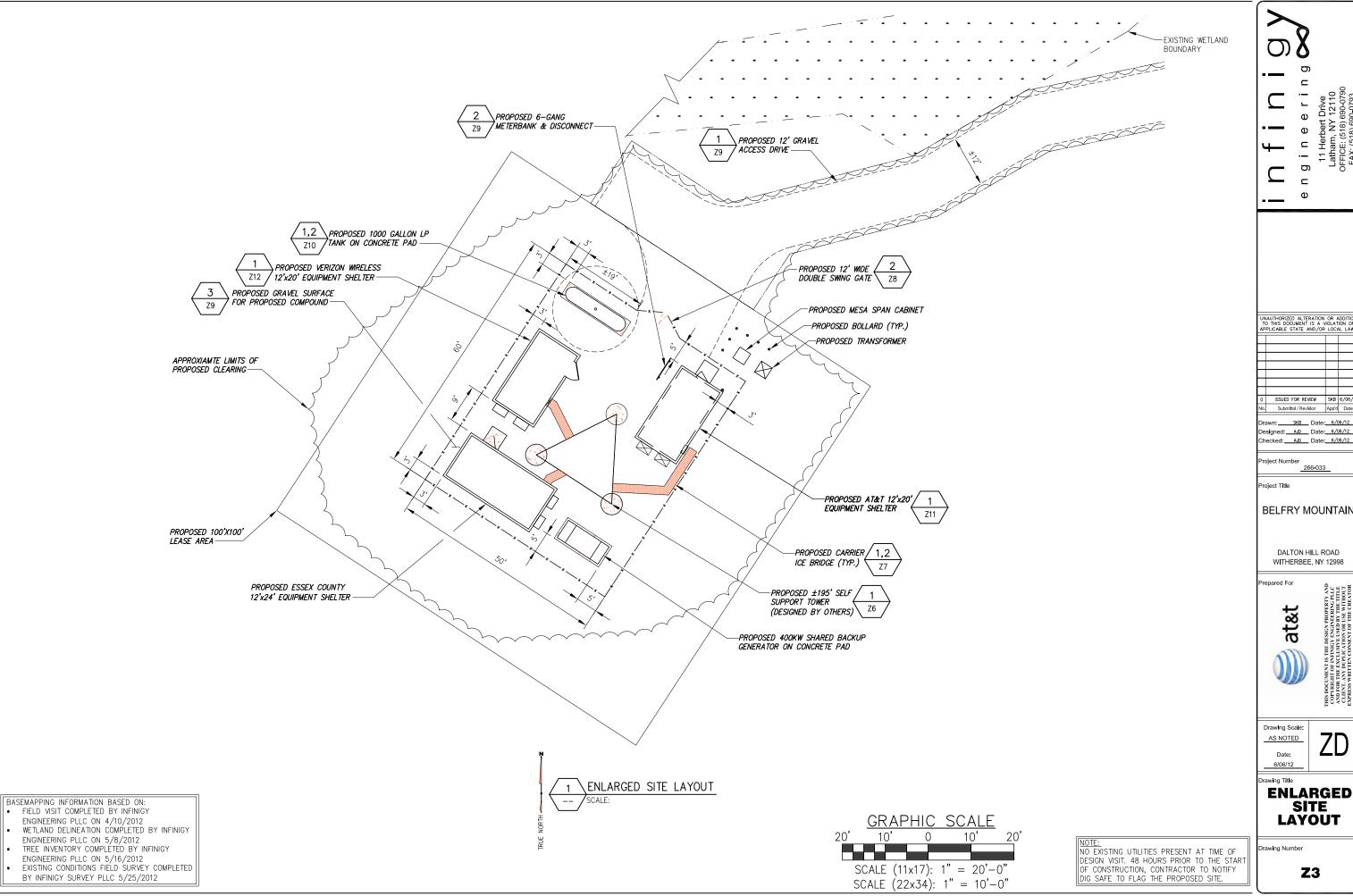
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GENERAL NOTES

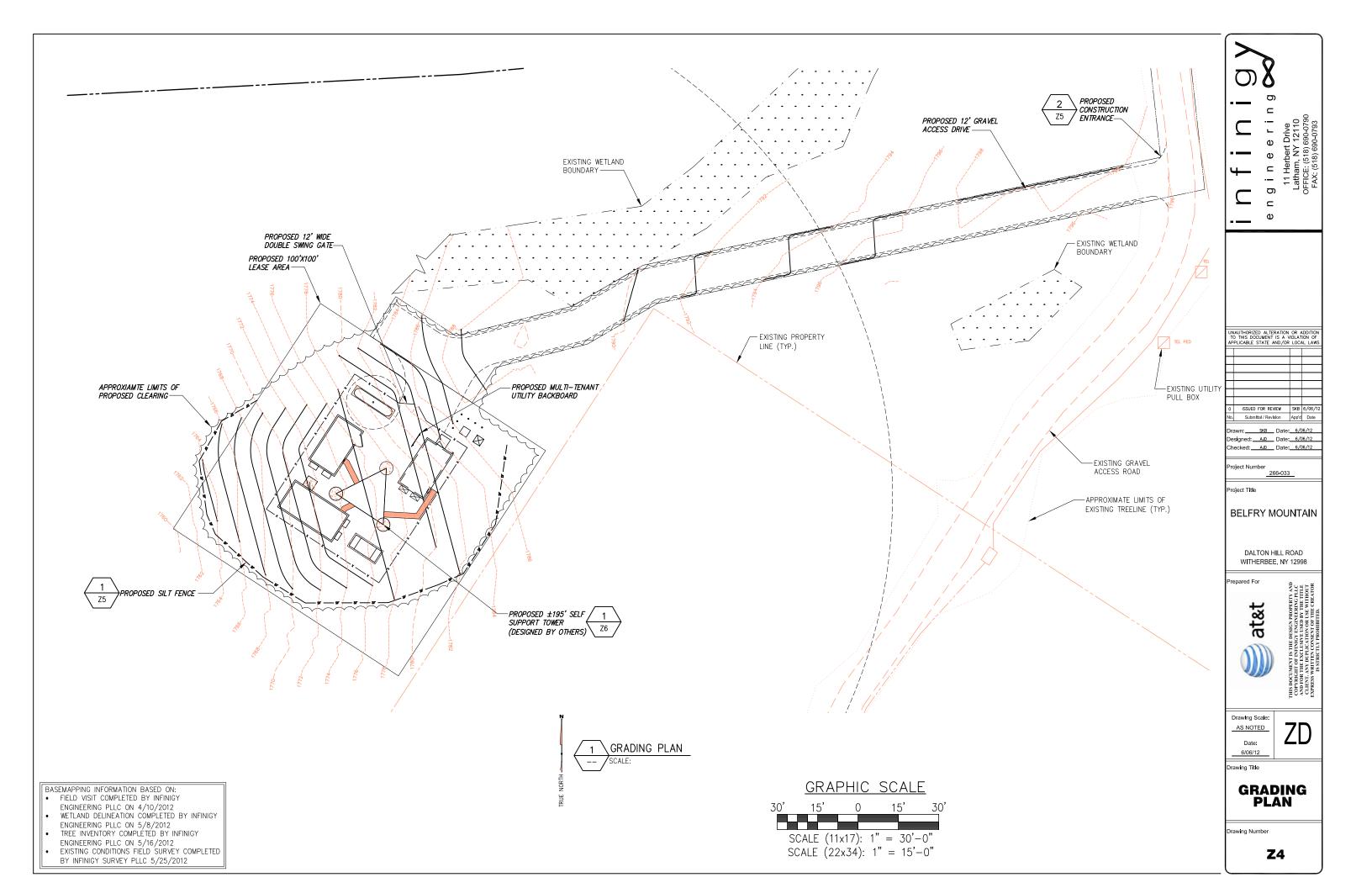
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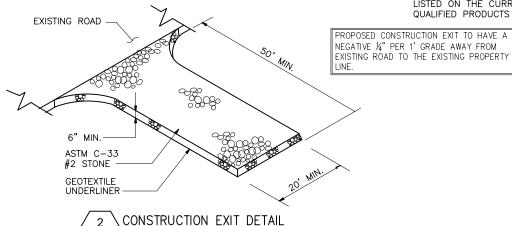
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#### **GRADING & EXCAVATING NOTES:**

- ALL EXCAVATIONS ON WHICH CONCRETE IS TO BE PLACED SHALL BE SUBSTANTIALLY HORIZONTAL ON UNDISTURBED AND UNFROZEN SOIL AND BE FREE FROM LOOSE MATERIAL AND EXCESS GROUNDWATER. DEWATERING FOR EXCESS GROUNDWATER SHALL BE PROVIDED IF REQUIRED.
- 2. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC MATERIAL. IF SOUND SOIL IS NOT REACHED AT THE DESIGNATED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION BE FILLED WITH CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION.
- 3. ANY EXCAVATION OVER THE REQUIRED DEPTH SHALL BE FILLED WITH EITHER MECHANICALLY COMPACTED GRANULAR MATERIAL OR CONCRETE OF THE SAME QUALITY SPECIFIED FOR THE FOUNDATION. CRUSHED STONE MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. STONE, IF USED, SHALL NOT BE USED AS COMPILING CONCRETE THICKNESS.
- 4. AFTER COMPLETION OF THE FOUNDATION AND OTHER CONSTRUCTION BELOW GRADE, AND BEFORE BACKFILLING, ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH.
- 5. -USE APPROVED MATERIALS CONSISTING OF EARTH, LOAM, SANDY CLAY, SAND -BE FREE FROM CLODS OR STONES OVER 2-1/2" MAXIMUM DIMENSIONS -BE PLACED IN 6" LAYERS AND COMPACTED TO 95% STANDARD PROCTOR EXCEPT IN GRASSED/LANDSCAPED AREAS, WHERE 90% STANDARD PROCTOR
- 6. REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE PRIOR TO PLACING FILLS. PLOW, STRIP, OR BREAK UP SLOPED SURFACES STEEPER THAN THAN 1 VERTICAL TO 4 HORIZONTAL SO FILL MATERIAL WILL BOND WITH EXISTING SURFACE. WHEN SUBGRADE OR EXISTING GROUND SURFACE TO RECEIVE FILL HAS A DENSITY LESS THAN THAT REQUIRED FOR FILL, BREAK UP GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE—CONDITION OR AERATE SOIL AND RECOMPACT TO REQUIRED DENSITY.
- 7. PROTECT EXISTING GRAVEL SURFACING AND SUBGRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING OR OTHER SUITABLE MATERIALS DESIGNED TO SPREAD EQUIPMENT LOADS. REPAIR DAMAGE TO EXISTING GRAVEL SURFACING OR SUBGRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTOR'S OPERATIONS. DAMAGED GRAVEL SURFACING SHALL BE RESTORED TO MATCH THE ADJACENT UNDAMAGED GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS.
- 8. REPLACE EXISTING GRAVEL SURFACING ON AREAS FROM WHICH GRAVEL SURFACING IS REMOVED DURING CONSTRUCTION OPERATIONS. GRAVEL SURFACING SHALL BE REPLACED TO MATCH EXISTING ADJACENT GRAVEL SURFACING AND SHALL BE OF THE SAME THICKNESS. SURFACES OF GRAVEL SURFACING SHALL BE FREE FROM CORRUGATIONS AND WAVES. EXISTING GRAVEL SURFACING MAY BE EXCAVATED SEPARATELY AND REUSED IF INJURIOUS AMOUNTS OF EARTH, ORGANIC MATTER, OR OTHER DELETERIOUS MATERIALS ARE REMOVED PRIOR TO REUSE. FURNISH ALL ADDITIONAL GRAVEL RESURFACING MATERIAL AS REQUIRED. BEFORE GRAVEL SURFACING IS REPLACED, SUBGRADE SHALL BE GRADED TO CONFORM TO REQUIRED SUBGRADE ELEVATIONS, AND LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED. DEPRESSIONS IN THE SUBGRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. GRAVEL SURFACING MATERIAL MAY BE USED FOR FILLING DEPRESSIONS IN THE SUBGRADE, SUBJECT TO ENGINEER'S APPROVAL.
- DAMAGE TO EXISTING STRUCTURES AND UTILITIES RESULTING FROM CONTRACTOR'S NEGLIGENCE SHALL BE REPAIRED/REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE.
- 10. CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH PROPERTY OWNER SO AS TO AVOID INTERRUPTIONS TO PROPERTY OWNER'S OPERATIONS.
- 11. ENSURE POSITIVE DRAINAGE DURING AND AFTER COMPLETION OF CONSTRUCTION.
- 12. ALL CUT AND FILL SLOPES SHALL BE MAXIMUM 2 HORIZONTAL TO 1 VERTICAL.
- I3. CONTRACTOR SHALL BE RESPONSIBLE FOR MONITORING SITE VEHICLE TRAFFIC AS TO NOT ALLOW VEHICLES LEAVING THE SITE TO TRACK MUD ONTO PUBLIC STREETS. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING PUBLIC STREETS DUE TO MUDDY VEHICLES LEAVING THE SITE.



NOT TO SCALE

#### GENERAL EROSION & SEDIMENT CONTROL NOTES:

- THE SOIL EROSION AND SEDIMENT CONTROL MEASURES AND DETAILS AS SHOWN HERIN AND STIPULATED WITHIN STATE STANDARDS
  SHALL BE FOLLOWED AND INSTALLED IN A MANNER SO AS TO MINIMIZE SEDIMENT LEAVING THE SITE.
- PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS.
- 3. EROSION CONTROL DEVICES SHALL BE INSTALLED BEFORE GROUND DISTURBANCE OCCURS. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- 4. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE FINAL PROPOSED DRAINAGE PATTERNS. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- 5. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL PERMANENT VEGETATION HAS BEEN ESTABLISHED. CONTRACTOR SHALL CLEAN OUT ALL SEDIMENT PONDS WHEN REQUIRED BY THE ENGINEER OR THE LOCAL JURISDICTION INSPECTOR. CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
- 6. THE CONTRACTOR SHALL REMOVE ACCUMULATED SILT WHEN THE SILT IS WITHIN 12" OF THE TOP OF THE SILT FENCE.
- FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB SITE UNTIL SUCH MEASURES ARE CORRECTED
- 8. SILT BARRIERS TO BE PLACED AT DOWNSTREAM TOE OF ALL CUT AND FILL SLOPES.
- ALL CUT AND FILL SLOPES MUST BE SURFACED ROUGHENED AND VEGETATED WITHIN SEVEN (7) DAYS OF THEIR CONSTRUCTION.
- CONTRACTOR SHALL REMOVE ALL EROSION & SEDIMENT CONTROL MEASURES AFTER COMPLETION OF CONSTRUCTION AND ESTABLISHMENT OF PERMANENT GROUND COVER.
- 11. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND—DISTURBING ACTIVITIES.

#### CONSTRUCTION NOTES FOR FABRICATED SILT FENCE

- 1. WOVEN WIRE FENCE TO BE FASTENED SECURELY POSTS: STEEL EITHER T OR U TO FENCE POSTS WITH WIRE TIES OR STAPLES. TYPE.
- FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT TOP AND MID SECTION.
- WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVER-LAPPED BY SIX INCHES AND FOLDED.
- 4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULDGES" DEVELOP IN THE SILT FENCE
- 5. ALL SILT FENCE MATERIALS MUST BE LISTED ON THE CURRENT STATES. D.O.T. QUALIFIED PRODUCTS LIST #36.

FENCE: WOVEN WIRE, 14 GA.
6" MAX. MESH OPENING.
AS DIRECTED BY BANKS CO.

	VEGETATI		TIVE SCH	IEDUI	LE		
	SPE	ECIES	RATE/	′1000	S.F.		DATE
TALL FESCUE GRASS			1.0#		APRIL	1 - OCTOBER 15	
SERICEA LESPEDEZA SEED BEARING HAY WITH OVERSEEDING WEEPING LOVEGRASS				140# 0.2#			BER 1 - MARCH 15 CH 15 - MAY 1
FERTI			TILIZER I	ΛIX			
APPLICATION	N, #/A0	CRE P2	O <sub>5</sub> , #/ACF	RE K	<sub>2</sub> 0, #/A	CRE	N, TOP DRESSING
1st	60 - 9	90	120 – 180		120 – 1	80	50
2nd	60		120		120		-

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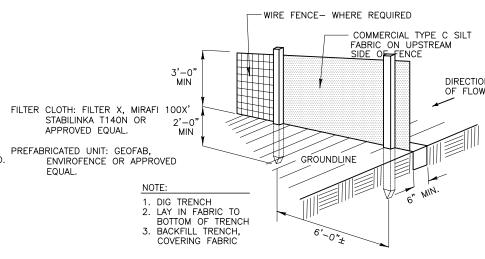
- GRASS AND MULCH ALL DISTURBED AREAS

#### HYDRAULIC SEEDING EQUIPMENT

WHEN HYDRAULIC SEEDING AND FERTILIZING EQUIPMENT IS USED, NO GRADING AND SHAPING OR SEEDBED PREPARATION WILL BE REQUIRED. THE FERTILIZER, SEED AND WOOD CELLULOSE FIBER MULCH WILL BE MIXED WITH WATER AND APPLIED IN A SLURRY. ALL SLURRY INGREDIENTS MUST BE COMBINED TO FORM A HOMOGENEOUS MIXTURE, AND SPREAD UNIFORMLY OVER THE AREA WITHIN ONE HOUR AFTER MIXTURE IS MADE. STRAW OR HAY MULCH AND ASPHALT EMULSION WILL BE APPLIED WITH BLOWER-TYPE MULCH SPREADING EQUIPMENT WITHIN 24 HOURS AFTER SEEDING, THE MULCH WILL BE SPREAD UNIFORMLY OVER THE AREA, LEAVING ABOUT 25 PERCENT OF THE GROUND SURFACE EXPOSED.

#### CONVENTIONAL SEEDING EQUIPMENT

GRADE, SHAPE AND SMOOTH WHERE NEEDED TO PROVIDE FOR SAFE EQUIPMENT OPERATION AT SEEDING TIME AND FOR MAINTENANCE PURPOSES. THE LIME AND FERTILIZER IN DRY FORM WILL BE SPREAD UNIFORMLY OVER THE AREA IMMEDIATELY BEFORE SEEDBED PREPARATION. A SEEDBED WILL BE PREPARED BY SCARIFYING TO A DEPTH OF 1 TO 4 INCHES AS DETERMINED ON SITE. THE SEEDBED MUST BE WELL PULVERIZED, SMOOTHED AND FIRMED. SEEDING WILL BE DONE WITH CULTIPACKER-SEEDER, DRILL, ROTARY SEEDER OR OTHER MECHANICAL OR HAND SEEDER. SEED WILL BE DISTRIBUTED UNIFORMLY OVER A FRESHLY PREPARED SEEDBED AND COVERED LIGHTLY. WITHIN 24 HOURS AFTER SEEDING, STRAW OR HAY MULCH WILL BE SPREAD UNIFORMLY OVER THE AREA, LEADING ABOUT 25 PERCENT OF THE GROUND SURFACE EXPOSED. MULCH WILL BE SPREAD WITH BLOWER—TYPE MULCH EQUIPMENT OR BY HAND AND ANCHORED IMMEDIATELY AFTER IT IS SPREAD. A DISK HARROW WITH THE DISK SET STRAIGHT OR A SPECIAL PACKER DISK MAY BE USED TO PRESS THE MULCH INTO THE SOIL.







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Drawing Scale:

AS NOTED

Date:

Date: 6/06/12

Drawing Title

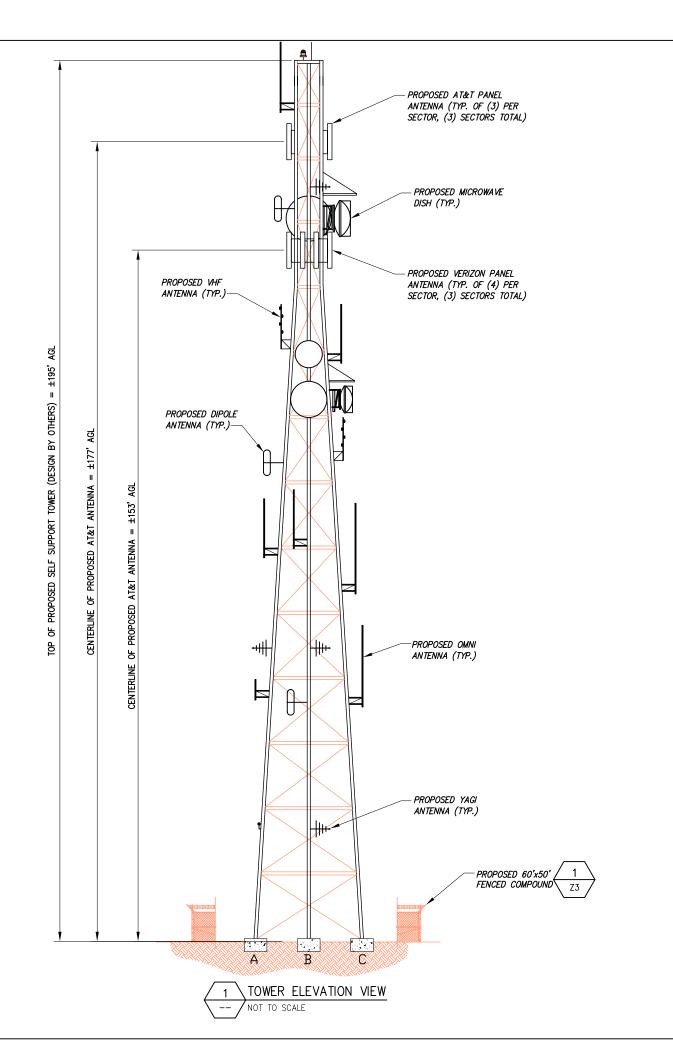
GRADING NOTES & DETAILS

Drawing Number

#### LEG A Proposed VHF-RX antenna at 199' tip Proposed AT& T, 3 each, 8' panel antennas at 177' tip Proposed paging antenna 165' tip Proposed Verizon, 4 each, 8' panel antennas at 153' tip Proposed NYSP VHF antenna at 141' tip Future VHF-High band interoperability antenna at 118' tip Relocated from old tower, RACES-Warren County Proposed Hospital Monitor, antenna at 106' tip Proposed VHF-TX antenna at 98' tip Relocated from old tower, Champlain Communications, Yagi antenna at 65' AGL Relocated from old tower, Natioanl Weather service, 54" VHF J-Pole at 56' tip Relocated from old tower, GPS antenna at 25' AGL LEG B Proposed AT&T, 3 each, 8' panel antennas at 177' tip Relocated from old tower, Palmer Hill, UHF-RX Yagi antenna at 167' AGL Proposed 10' high performance dish (to Terry Mtn) at 160' AGL, true azimuth 349.2" Proposed Verizon, 4 each, 8' panel antennas at 153' tip Relocated from old tower, Palmer Hill, UHF-TX Proposed 6' High Performance dish (to Terry Mtn) at 120' AGL, true azimuth 349.2" Relocaed from old tower, Serkil Solid Waste (old County Highway) Relocated from old 90' tower, NYSDOT 13' VHF whip antenna at 100' tip Relocated from old tower, RACES-Clinton County, Yagi antenna at 65' AGL Relocated from old tower, Essex County Highway, exposed dipole at 53' tip Relocated from old 90' tower, unknown, yagi antenna at 25' AGL LEG C Proposed AT&T, 3 each, 8' panel antennas at 177' tip Proposed high performance dish (to Grandpas Knob) at 160' AGL, true azimuth 143.9" Proposed Verizon, 4 each, 8' panel antennas at 153' tip Relocated from old tower, RACES- Essex County, 13' VHF whip antenna at 141' tip Proposed 6' dish with radome (to Grandpa's Knob) at 120' AGL, true azimuth 143.9" National Grid, 9.5' VHF exposed dipole at 116' tip Relocated from old tower, Champlain Communications 20' VHF whip antenna at 100' tip Relocated from old tower, Contact Paging, 18' whip antenna at 75' tip

STRUCTURAL ANALYSIS NOT COMPLETED AT TIME IF ISSUANCE OF THESE DRAWINGS. THE STRUCTURAL ANALYSIS MUST BE COMPLETED PRIOR TO CONSTRUCTION.

PROPOSED ANTENNA RAD CENTER IS PRELIMINARY AND IS SUBJECT TO CHANGE WITH FINAL RE CONFIGURATION BY RF ENGINEER.





at&t

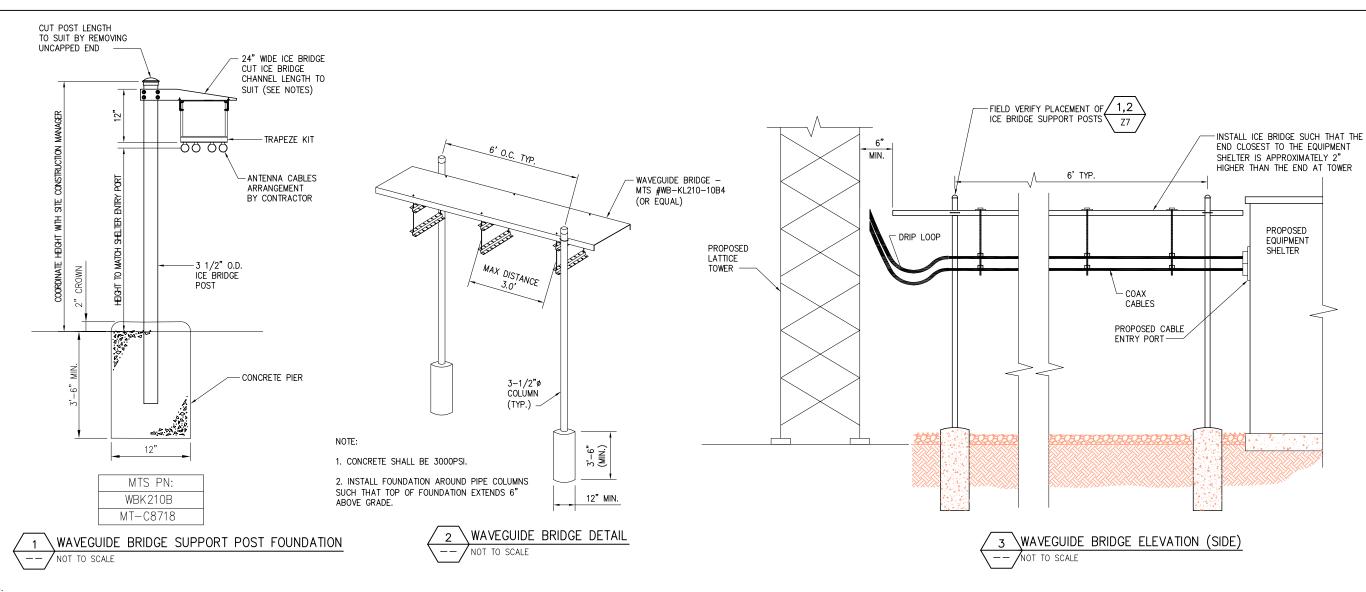


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**ELEVATION** VIEW & **DETAILS** 

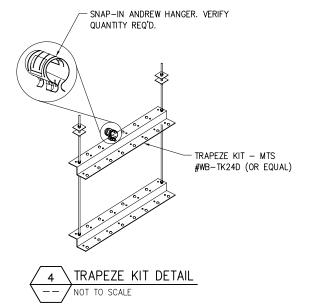
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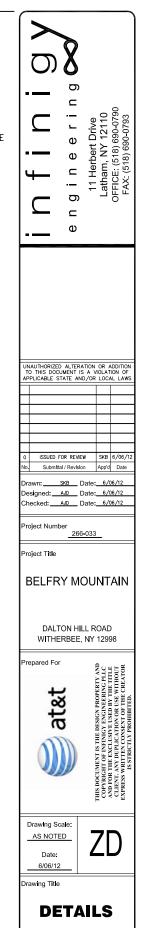


#### NOTES:

- . WHEN USING COMPONENTS AS SHOWN IN STANDARD DETAILS, MAXIMUM ALLOWABLE SPAN BETWEEN SUPPORTS ON A CONTINUOUS SINGLE SECTION OF BRIDGE CHANNEL SHALL BE 9 FEET FOR 10 FEET BRIDGE CHANNEL.
- 2. WHEN USING COMPONENTS FOR SPLICING BRIDGE CHANNEL SECTIONS, THE SPLICE SHOULD BE PROVIDED AT THE SUPPORT, IF POSSIBLE, OR AT A MAXIMUM OF 2 FFFT FROM THE SUPPORT.
- 3. WHEN USING COMPONENTS, SUPPORT SHOULD BE PROVIDED AS CLOSE AS POSSIBLE TO THE ENDS OF ICE BRIDGES, WITH A MAXIMUM CANTILIVER DISTANCE OF 2 FEET FROM THE SUPPORT TO THE FREE END OF THE ICE BRIDGE.
- 4. CUT BRIDGE CHANNEL SECTIONS SHALL HAVE RAW EDGES TREATED WITH A MATERIAL TO RESTORE THESE EDGES TO THE ORIGINAL CHANNEL, OR EQUIVALENT, FINISH.
- ICE BRIDGES MAY BE CONSTRUCTED WITH COMPONENTS FROM OTHER MANUFACTURERS, PROVIDED THE MANUFACTURER'S INSTALLATION GUIDELINES ARE FOLLOWED.
- 6. DEVIATIONS FROM STANDARDS FOR COMPONENT INSTALLATIONS ARE PERMITTED WITH THE RESPECTIVE MANUFACTURER'S APPROVAL.
- 7. DEVIATIONS FROM ICE BRIDGE FOUNDATIONS REQUIRE ENGINEERING APPROVAL.

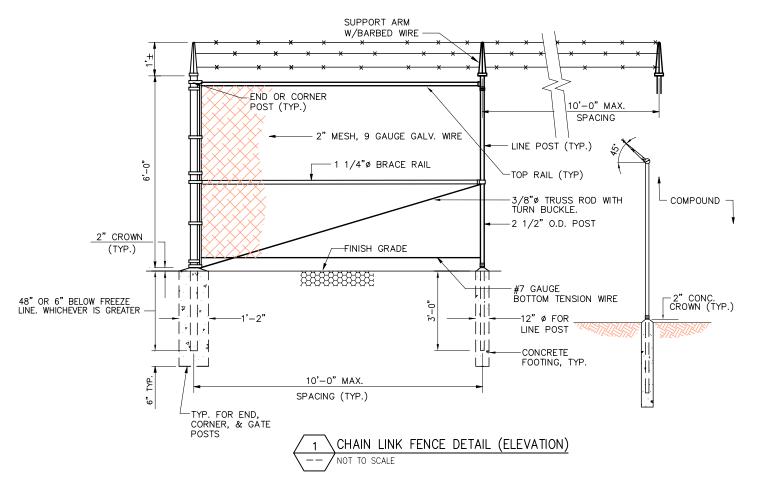
	PARTS LIST (PER 10' SECTION)		
ITEM	PART NO.	DESCRIPTION	
1	MT-357-24	TRAPEZE KIT (NOTE 3)	
2	MF-130	3-1/2" OD X 160" GALV PLAIN	
3	PC-034	3-1/2" GALV PIPE CAP	
4	SA-MB	3-1/2" STIFF ARM MOUNT W/ BOLT ASSY.	
5	WB-CY210	SAFETY GRATED WAVEGUIDE BRIDGE 24" x 10'	

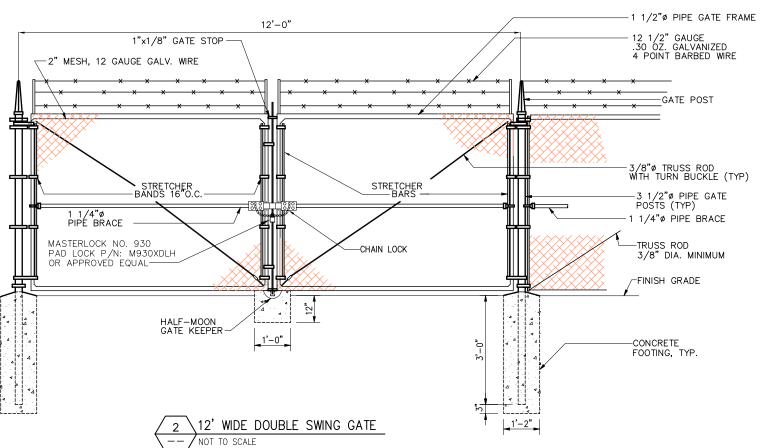


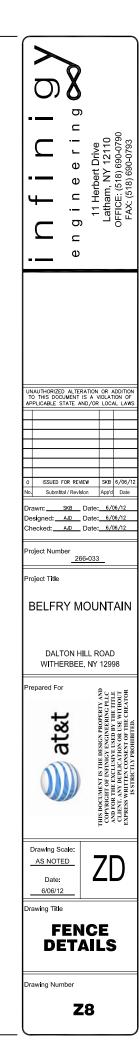


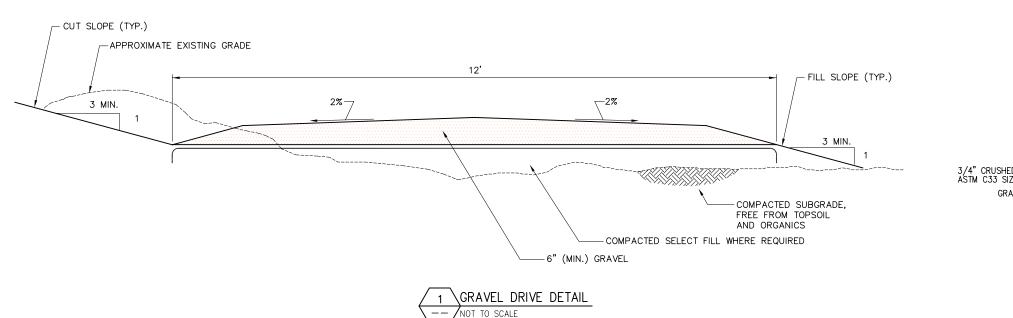
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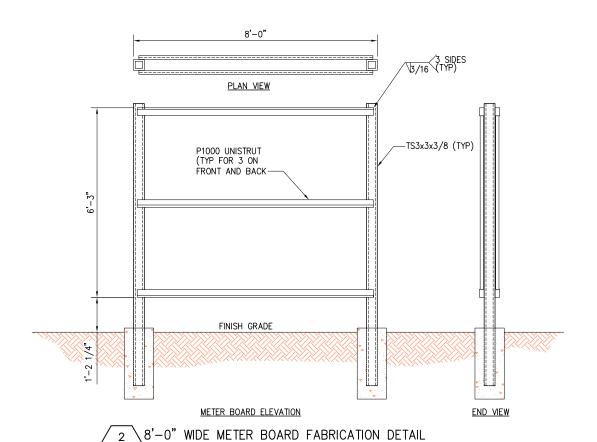
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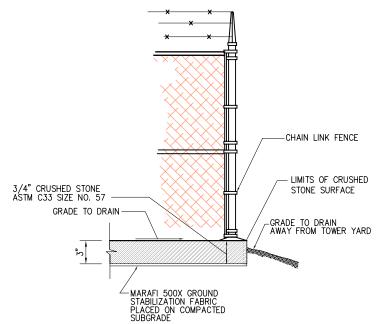




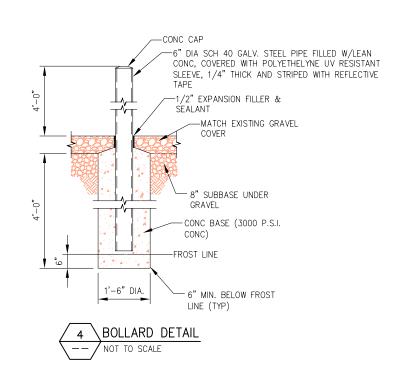


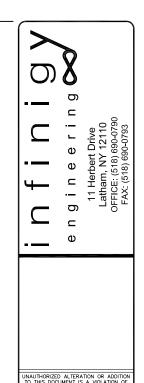












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Dra	awn:	SKB	_ Date:	6/0	06/12
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ect Number

Project Title

BELFRY MOUNTAIN

DALTON HILL ROAD WITHERBEE, NY 12998

Prepared For

at&t



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Drawing Scale:

AS NOTED

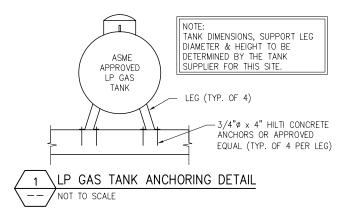
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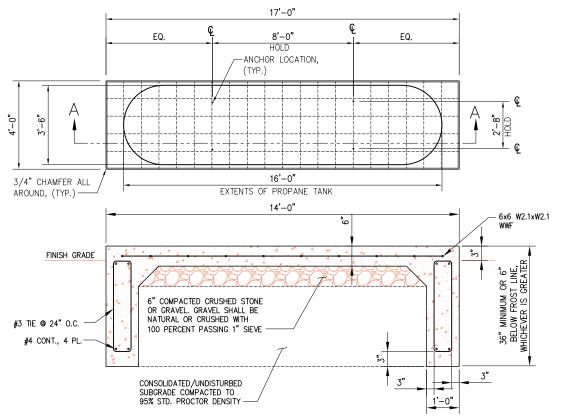
Date: 6/06/12

Drawing Title

**DETAILS** 

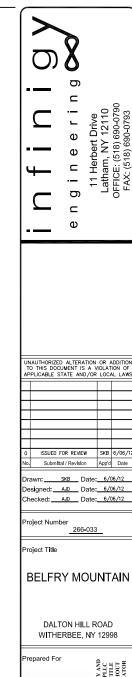
Drawing Number





- VERIFY ANCHOR LOCATIONS WITH MANUFACTURER PRIOR TO CONSTRUCTION.
   CONCRETE P.S.I.: SEE STRUCTURAL REPORT.
   ATTACH TANK TO FOUNDATION USING (4) 3/4"ø x 4" HILTI CONCRETE ANCHORS OR APPROVED EQUAL (TYP. OF 4 PER LEG)





at&t

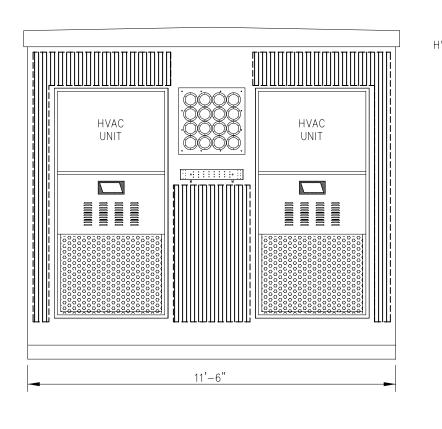


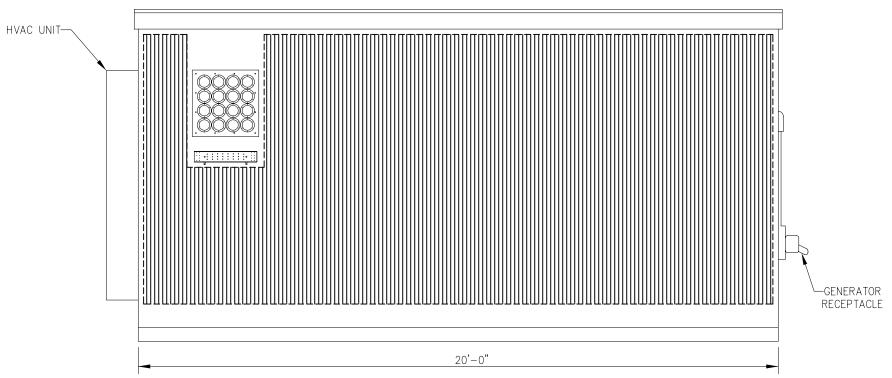
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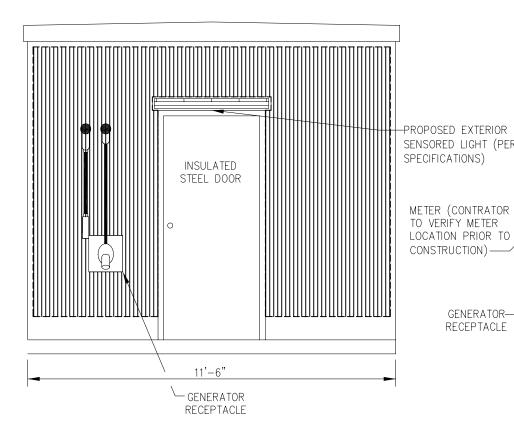
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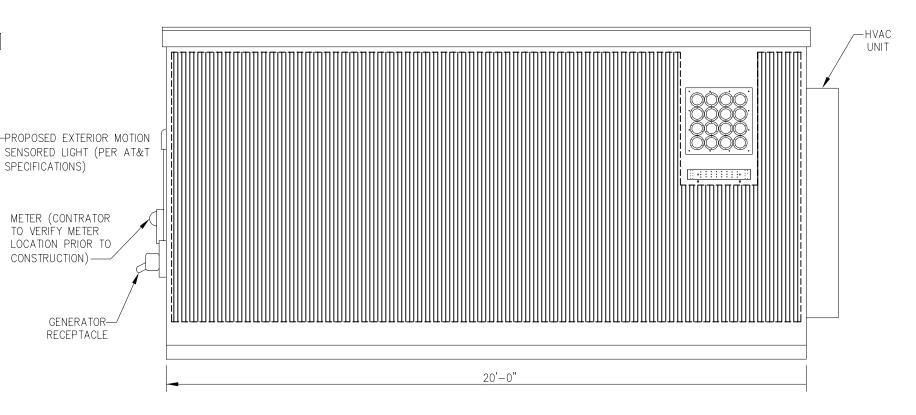
**PROPANE** TANK **DETAILS** 

Drawing Number









NOTE: THE SHELTER SHOWN IS OF A TYPICAL LAYOUT ONLY. CONTRACTOR TO REFER TO FINAL MANUFACTURER'S SHELTER DESIGN DRAWNGS FOR EXACT DIMENSIONS, EQUIPMENT LOCATIONS AND CONDUIT PENETRATIONS, ETC., PRIOR TO CONSTRUCTION.

AT&T EQUIPMENT BUILDING



Drawn: <u>SKB</u> Date: 6/06/12 Designed: <u>AJD</u> Date: 6/06/12 hecked: AJD Date: 6/06/12

Project Title

#### BELFRY MOUNTAIN

DALTON HILL ROAD WITHERBEE, NY 12998

at&t



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Drawing Scale: AS NOTED

Date:

6/06/12

awing Title AT&T **SHELTER** 

**DETAILS** 

Drawing Number

## PENDING VERIZON WIRELESS EQUIPMENT SHELTER DRAWINGS



Designed: AJD Date: 6/06/12 Checked: AJD Date: 6/06/12

BELFRY MOUNTAIN

DALTON HILL ROAD WITHERBEE, NY 12998



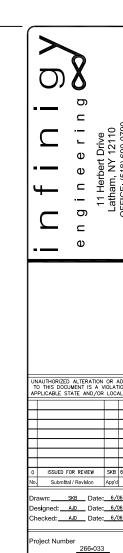
Drawing Scale:

6/06/12

**VZW SHELTER DETAILS** 



### PENDING ESSEX COUNTY EQUIPMENT SHELTER DRAWINGS



Designed: AJD Date: 6/06/12 hecked: \_\_\_AJD \_\_ Date: \_\_6/06/12

BELFRY MOUNTAIN

DALTON HILL ROAD WITHERBEE, NY 12998

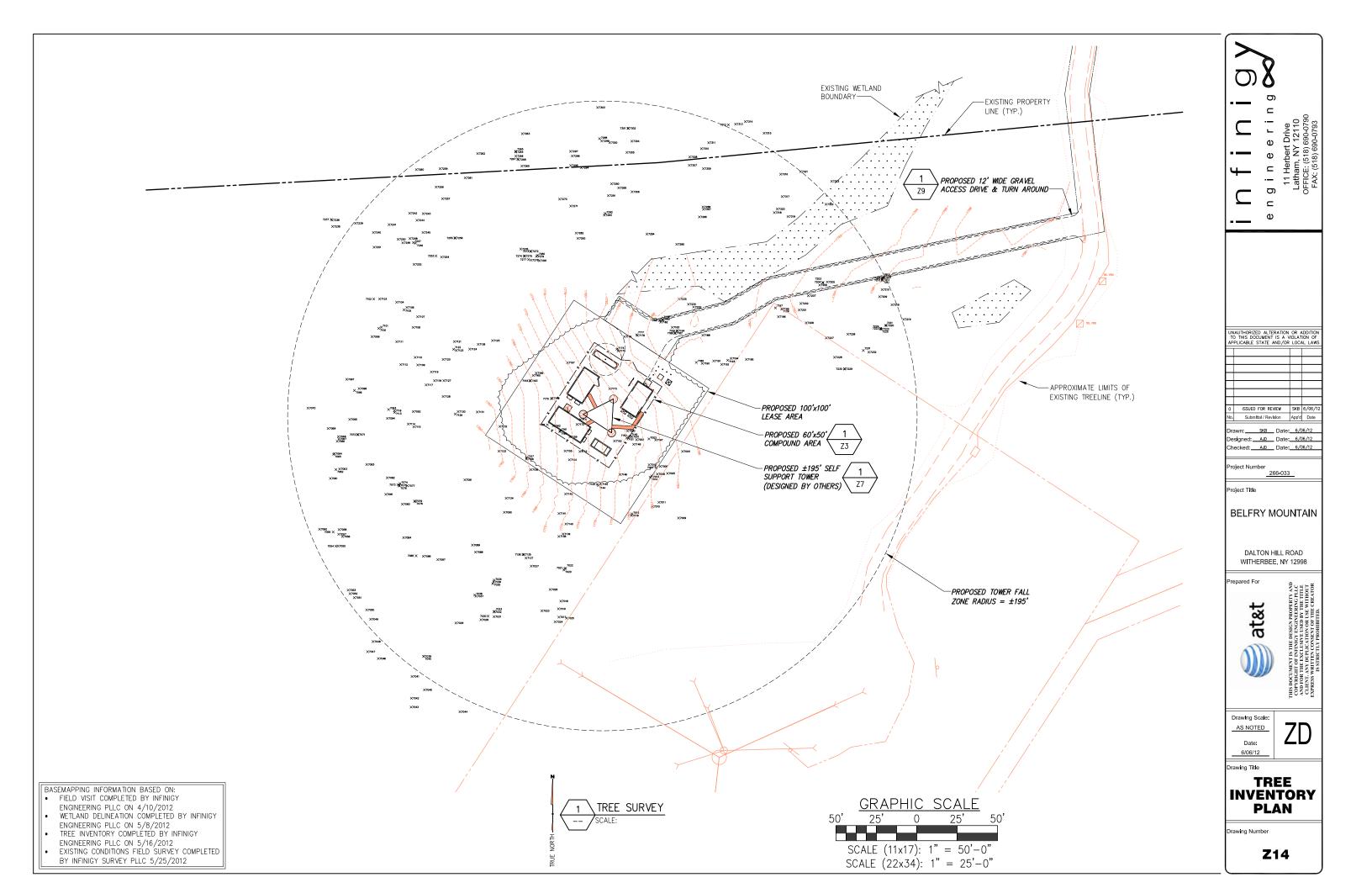
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Drawing Scale:

6/06/12

ESSEX CO. **SHELTER DETAILS** 





BELF	BELFRY MOUNTAIN: TREE INVENTORY			
ID #:	SPECIES	D.B.H. (inches)		
7001	BIRCH	12		
7002	BIRCH	13		
7003	BIRCH	9		
7004	BEECH	11		
7005	ASH	12		
7006	BIRCH	16		
7007	BIRCH	10		
7008	HEMLOCK	12		
7009	BIRCH	11		
7010	HEMLOCK	9		
7011	BIRCH	9		
7012	HEMLOCK	11		
7013	HEMLOCK	12		
7014	BIRCH	8		
7015	BIRCH	8		
7016	MAPLE	12		
7017	FIR	10		
7018	BIRCH	11		
7019	BIRCH	12		
7020	BIRCH	11		
7021	BIRCH	18		
7022	MAPLE	15		
7023	MAPLE	8		
7024	BIRCH	11		
7025	SPRUCE	10		
7026	HEMLOCK	18		
7027	FIR	8		
7028	MAPLE	20		
7029	FIR	9		
7030	BIRCH	18		
7031	HEMLOCK	16		
7032	BIRCH	18		
7033	CHERRY	10		
7034	BIRCH	14		
7035	FIR	8		
7036	MAPLE	11		
7037	BIRCH	13		
7038	FIR	11		
7039	BIRCH	12		
7040	HEMLOCK	14		
7041	HEMLOCK	20		
7042	HEMLOCK	21		
7043	HEMLOCK	18		
7044	MAPLE	10		
7045	BIRCH	11		

7046	BIRCH	11
7047	BIRCH	8
7048	MAPLE	11
7049	BIRCH	12
7050	FIR	11
7051	BIRCH	11
7052	BIRCH	12
7053	BIRCH	18
7054	MAPLE	8
7055	BIRCH	8
7056	HEMLOCK	18
7057	BIRCH	8
7058	BIRCH	12
7059	HEMLOCK	12
7060	MAPLE	15
7061	MAPLE	10
7062	MAPLE	11
7063	BIRCH	11
7064	MAPLE	10
7065	MAPLE	10
7066	HEMLOCK	16
7067	MAPLE	10
7068	BIRCH	10
7069	MAPLE	10
7070	BEECH	8
7071	HEMLOCK	11
7072	HEMLOCK	10
7073	FIR	10
7074	BIRCH	16
7075	FIR	8
7076	BIRCH	8
7077	BIRCH	16
7078	HEMLOCK	23
7079	FIR	8
7080	BIRCH	12
7081	BIRCH	9
7082	BIRCH	12
7083	BIRCH	10
7084	BIRCH	8
7085	BIRCH	15
7086	BIRCH	10
7087	MAPLE	10
7088	FIR	10
7089	FIR	8
7090	HEMLOCK	8

FIR	
EMLOCK	
1 TREE IN	IVENTORY_

7091	BIRCH	12
7092	SPRUCE	18
7093	SPRUCE	13
7094	SPRUCE	11
7095	HEMLOCK	20
7096	HEMLOCK	18
7097	BIRCH	12
7098	HEMLOCK	18
7099	HEMLOCK	21
7100	BIRCH	12
7101	HEMLOCK	14
7102	BEECH	12
7103	ASPEN	14
7104	BEECH	8
7105	BIRCH	12
7106	SPRUCE	10
7107	ASPEN	16
7108	HEMLOCK	16
7109	HEMLOCK	16
7110	MAPLE	11
7111	SPRUCE	12
7112	SPRUCE	10
7113	SPRUCE	12
7114	BEECH	11
7115	ASPEN	15
7116	BEECH	8
7117	ASPEN	14
7118	HEMLOCK	23
7119	ASPEN	13
7120	SPRUCE	16
7121	BEECH	8
7122	BEECH	12
7123	BEECH	10
7124	BEECH	11
7125	FIR	12
7126	HEMLOCK	24
7127	FIR	11
7128	BIRCH	10
7129	BIRCH	10
7130	BIRCH	11
7131	HEMLOCK	18
7132	BIRCH	9
7133	BIRCH	12
7134	MAPLE	20
7135	FIR	10
7136	BIRCH	12
7137	FIR	8
7138	MAPLE	18
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Ch	ecked:AJD Date:	6/0	06/12

roject Number

Project Title

BELFRY MOUNTAIN

DALTON HILL ROAD WITHERBEE, NY 12998

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Drawing Scale:
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Date:

Date: 6/06/12

Drawing Title

TREE INVENTORY

Drawing Number

7139	BIRCH	11
7140	FIR	14
7141	BIRCH	10
7142	BIRCH	10
7143	SPRUCE	8
7144	HEMLOCK	8
7145	HEMLOCK	16
7146	BIRCH	14
7147	BIRCH	13
7148	BIRCH	11
7149	BIRCH	14
7150	SPRUCE	13
7151	BIRCH	8
7152	BIRCH	14
7152		12
	BIRCH	
7154	MAPLE	10
7155	MAPLE	8
7156	BIRCH	14
7157	BIRCH	13
7158	FIR	14
7159	BIRCH	12
7160	FIR	12
7161	SPRUCE	11
7162	BIRCH	15
7163	ASPEN	18
7164	ASPEN	10
7165	ASH	12
7166	MAPLE	9
7167	MAPLE	9
7168	SPRUCE	16
7169	SPRUCE	10
7170	BIRCH	10
7171	BIRCH	17
7172	BIRCH	12
7173	CHERRY	12
7174	BIRCH	8
7175	SPRUCE	8
7176	MAPLE	16
7177	BIRCH	12
7178	BIRCH	12
7179	BIRCH	10
7180	FIR	8
7181	BIRCH	16
7182	BIRCH	11
7183	BIRCH	10
7184	SPRUCE	10
7185	FIR	12
7186	BIRCH	8
100	l piucu	0

7187	FIR	15
7188	SPRUCE	10
7189	MAPLE	16
7190	FIR	10
7191	FIR	10
7192	FIR	16
7193	BIRCH	16
7194	SPRUCE	8
7195	MAPLE	17
7196	BIRCH	16
7197	SPRUCE	12
7198	BIRCH	16
7199	FIR	8
7201	STRIPE MAPLE	8
7202	BIRCH	15
7203	MAPLE	9
7204	BIRCH	18
7205	BIRCH	16
7206	MAPLE	16
7207	BIRCH	12
7208	SPRUCE	18
7209	MAPLE	9
7210	BIRCH	8
7211	BIRCH	8
7212	BIRCH	10
7213	BIRCH	8
7214	BIRCH	10
7215	MAPLE	13
7216	BIRCH	10
7218	BIRCH	8
7219	BIRCH	16
7220	MAPLE	14
7221	MAPLE	10
7222	BIRCH	12
7223	MAPLE	8
7224	FIR	8
7225	MAPLE	8
7226	MAPLE	16
7227	BIRCH	10
7228	MAPLE	8
7229	BIRCH	11
7230	MAPLE	10
7231	SPRUCE	12
7232	BIRCH	19
7233	MAPLE	16

$\sqrt{1}$	TREE	INVENTORY	CON'T.
/	SCALE:		

7234	SPRUCE	13
7234	BIRCH	18
7236	HEMLOCK	22
		10
7237	BEECH	
7238	BEECH	12
7239	BIRCH	8
7240	BIRCH	8
7241	ASPEN	14
7242	BEECH	9
7243	MAPLE	8
7244	ASPEN	16
7245	ASPEN	16
7246	ASPEN	12
7247	MAPLE	8
7248	BEECH	8
7249	HEMLOCK	10
7250	BEECH	10
7251	BEECH	10
7252	BEECH	9
7253	BEECH	9
7254	BEECH	14
7255	ASPEN	14
7256	BEECH	11
7257	BEECH	11
7258	BEECH	10
7259	MAPLE	8
7260	ASPEN	11
7261	ASH	8
7262	BEECH	10
7263	BEECH	8
7264	SPRUCE	8
7265	HEMLOCK	16
7266	HEMLOCK	10
7267	HEMLOCK	20
7268	HEMLOCK	8
7269	HEMLOCK	20
7270	HEMLOCK	20
7270	HEMLOCK	21
7271	BEECH	15
7272	SPRUCE	10
7274	SPRUCE	8
	HEMLOCK	12
7275		
7276	BEECH	9
7277	MAPLE	11
7278	MAPLE	10
7279	HEMLOCK	16
7280	HEMLOCK	23
7281	MAPLE	11



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Designed: AJD Date: 6/06/12
Checked: AJD Date: 6/06/12

Project Title

BELFRY MOUNTAIN

DALTON HILL ROAD WITHERBEE, NY 12998



Drawing Scale:
AS NOTED

6/06/12

Drawing Title

TREE INVENTORY CON'T.

Drawing Number

		1
7282	BEECH	14
7283	BEECH	15
7284	BIRCH	11
7285	MAPLE	16
7286	BIRCH	8
7287	HEMLOCK	25
7288	BIRCH	11
7289	BEECH	16
7290	HEMLOCK	11
7291	MAPLE	16
7292	BEECH	10
7293	BEECH	18
7294	MAPLE	23
7295	HEMLOCK	18
7296	HEMLOCK	21
7297	MAPLE	15
7298	HEMLOCK	24
7299	BIRCH	15
7300	HEMLOCK	16
7301	HEMLOCK	16
7302	HEMLOCK	19
7303	SPRUCE	8
7304	ASPEN	17
7305	BEECH	14
7306	BIRCH	14
7307	MAPLE	10
7308	MAPLE	13
7309	ASPEN	17
7310	FIR	12
7311	MAPLE	14
7312	MAPLE	11
7313	MAPLE	12
7314	BEECH	13
7315	BIRCH	13
7316	FIR	10
7317	BIRCH	11
7318	FIR	13
7319	FIR	12
7320	BIRCH	12
7321	MAPLE	12
7322	BIRCH	8
7323	FIR	11
1323	FIIN	111

Co-Dominant Tree Height Approximation = 54' AGL

Dominant Tree Height Approximation = 64' AGL

BELFRY MOUNTAIN

DALTON HILL ROAD WITHERBEE, NY 12998

Drawing Scale:
AS NOTED

Date: 6/06/12

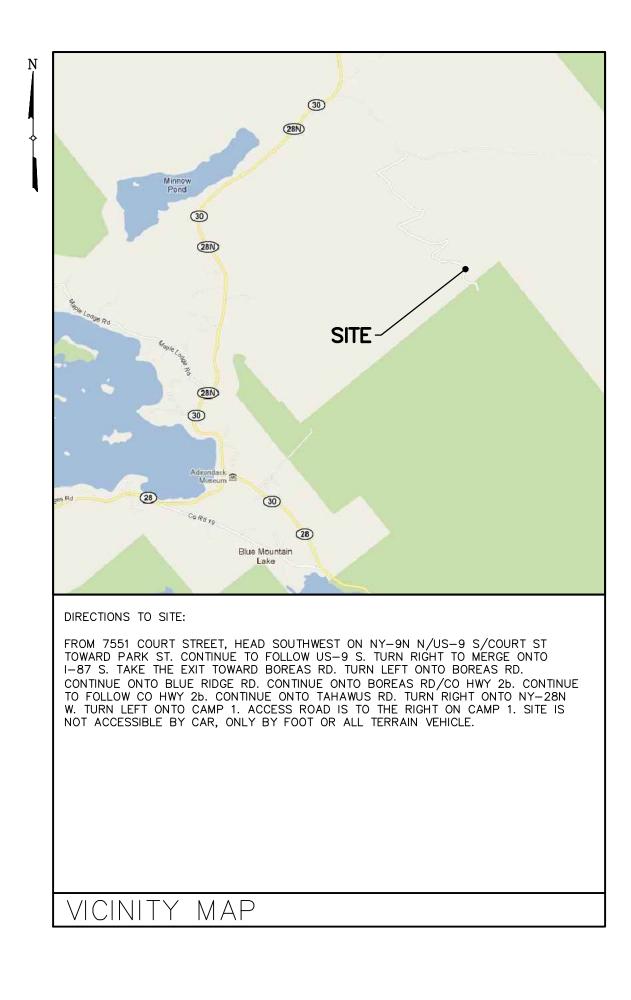
TREE INVENTORY CON'T.

Drawing Number



# ESSEX COUNTY PUBLIC SAFETY REMOTE COMMUNICATIONS PROJECT

# SITE NAME: BLUE MOUNTAIN (NYSEG)



SITE NAME:	BLUE MOUNTAIN (NYSEG)			
SITE ADDRESS:	BLUE MOUNTAIN SUMMIT BLUE MOUNTAIN LAKE, NY 12812			
MUNICIPALITY:	TOWN OF INDIAN LAKE			
COUNTY:	HAMILTON COUNTY			
TAX MAP NUMBER:	39.000-1-1.111			
TOWER COORDINATES:	N 43° 52' 26.9" W 74° 24' 09.4"			
GROUND ELEVATION:	3585±'			
LAND OWNER:	UPPER HUDSON WOODLANDS WTP, LP (SUCCESSOR IN INTEREST TO THE NATURE CONSERVANCY, INC.) 10 PINE STREET GLENS FALLS, NY 12804			
TOWER OWNER:	NEW YORK STATE ELECTRIC & GAS CORP. 1387 DRYDEN RD ITHACA, NY 14850-8810 (800) 572-1111			
APPLICANT:	ESSEX COUNTY 7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932			
CONTACT PERSON:	DONALD JAQUISH DIRECTOR/FIRE COORDINATOR ESSEX COUNTY EMERGENCY SERVICES 702 STOWERSVILLE RD P.O. BOX 30 LEWIS, NY 12950			
CONTACT PHONE:	(518) 873–3901			
PROJECT DESCRIPTION: THE PROPOSED PROJECT CONSISTS OF INSTALLING TWO (2) 6' DISH ANTENNAS, ONE (1) 2' DISH ANTENNA, ONE (1) 20' FOUR DIPOLE TX ANTENNA, ONE (1) 20' FOUR DIPOLE RX ANTENNA AND ONE (1) 10' DIPOLE ANTENNA ON EXISTING GUY TOWER AND RELATED EQUIPMENT IN EXISTING EQUIPMENT SHELTERS. ONE (1) 6' DISH ANTENNA WILL BE REMOVED.				
PROJECT SUMMARY				

Before You Dig, Drill Or Blast!

New York

UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION

CALL US TOLL FREE 1-800-962-7962

NY industrial code rule 753 requires no less than two working days notice, but not more than ten days notice.

DIG SAFELY - NEW YORK

Z-2 SIT Z-3 ELE	E PLAN & NOTES TE DETAIL PLAN EVATION, DETAILS & NOTES TAILS & NOTES	2 2 2 2 2	5/1/1
Z-2 SIT Z-3 ELE	E DETAIL PLAN EVATION, DETAILS & NOTES	2	5/1/1: 5/1/1:
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THIS SET	OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS	UNTIL A	LL ITEMS
OF CONCE	ERN HAVE BEEN ADDRESSED AND EACH OF THE DRAWINGS HAS BEI		
ISSUED "F	FOR CONSTRUCTION"		

DESCRIPTION

REV

REVISION DATE

THESE DRAWINGS ARE FORMATTED FOR 24"X36". OTHER SIZED VERSIONS ARE NOT PRINTED TO THE SCALE SHOWN. CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

TECTONIC

TECTONIC Engineering & Surveying Constant 36 British American Blvd., Suite 101 Latham, NY 12110

Phone: (518) 783-1630
Fax: (518) 783-1544

#### DESIGN APPROVAL

PRELIMINARY/CONSTRUCTION	
RF ENG	DATE:
EQPT. ENG	DATE:
OPERATIONS	DATE:
CONST. MGR	DATE:
NETWORK ENG	DATE:
REAL ESTATE	DATE:

WOR	K ORDER	NUMBER	DRA	WN BY
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RELEASED BY	DATE

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O 1 2

ORIGINAL SIZE IN INCHES

SITE INFORMATION

BLUE MOUNTAIN (NYSEG)
BLUE MOUNTAIN SUMMIT
TOWN OF INDIAN LAKE
HAMILTON COUNTY
NY 12812

SHEET TITLE

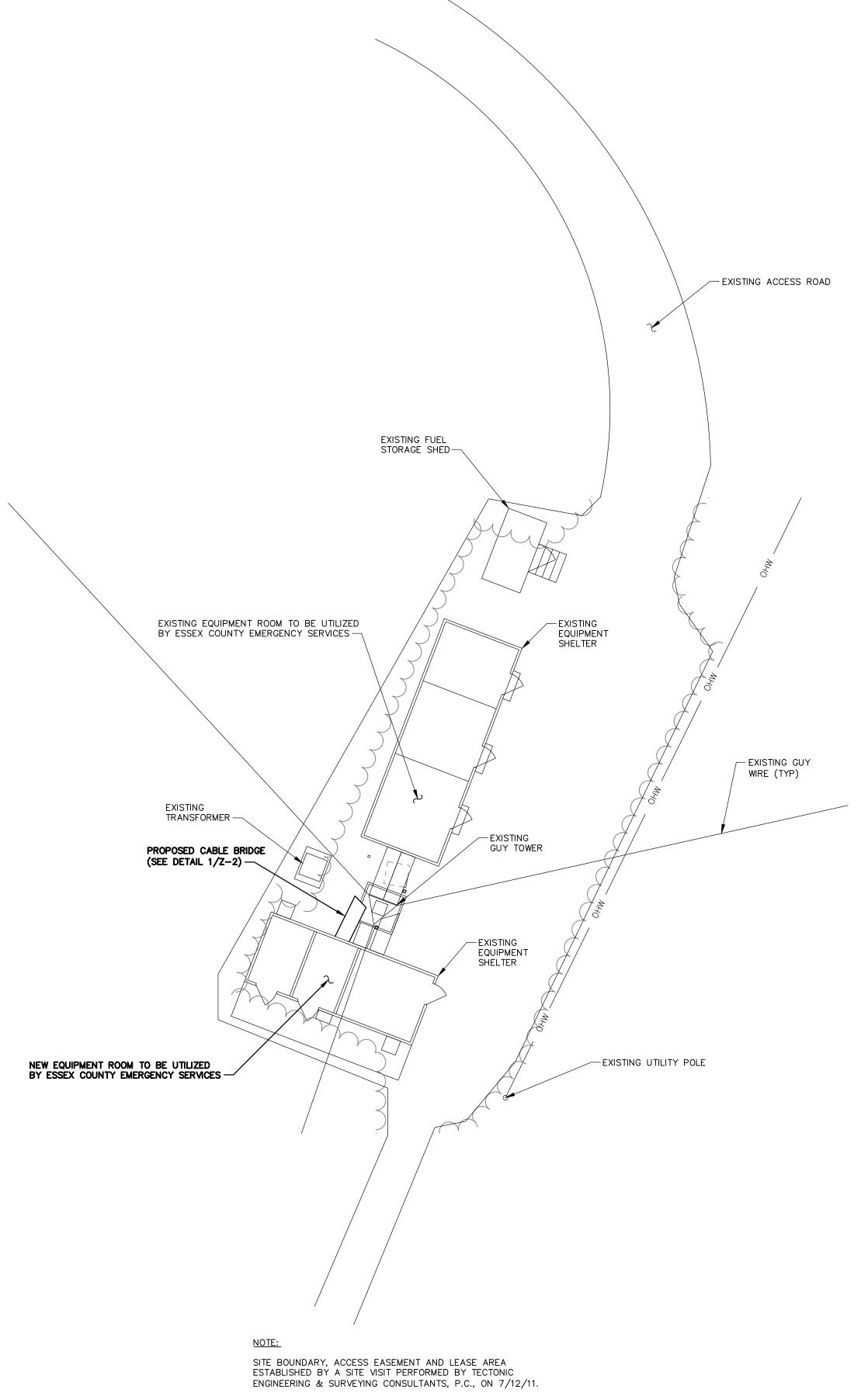
TITLE SHEET

SHEET NUMBER

TRUE NA GOVETIC

NORTH ORIENTATION

NORTH ORIENTATION ESTABLISHED BY COMPASS OBSERVATION



SITE PLAN

#### GENERAL NOTES

- 1. THIS PROJECT IS THE INSTALLATION OF AN UNMANNED PUBLIC SAFETY WIRELESS COMMUNICATION FACILITY.
- 2. THE PROPOSED DEVELOPMENT IS UNMANNED AND DOES NOT REQUIRE A
- MEANS OF WATER SUPPLY, SEWAGE DISPOSAL, OR HANDICAPPED ACCESS.

  3. THE PROPOSED DEVELOPMENT IS MINIMAL, WILL CREATE NEGLIGIBLE ADDITIONAL STORMWATER RUNOFF, AND WILL, THEREFORE, NOT IMPACT
- 4. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE, SOLID WASTE RECEPTACLES, OR PLUMBING.
- 5. ADEQUATE PARKING EXISTS FOR ONE VEHICLE FOR MAINTENANCE OR
- EMERGENCY SERVICE.

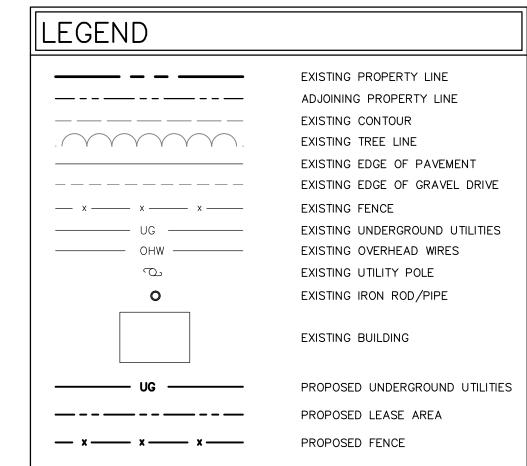
  6. THERE ARE NO NEW STREETS, CURBS, SIDEWALKS, OR WALKWAYS

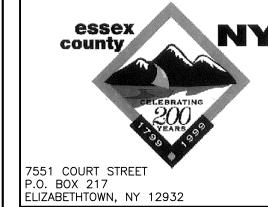
THE EXISTING STORMWATER DRAINAGE SYSTEM.

7. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.

#### SITE NOTES

- 1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
- 2. RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
- 3. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE EQUIPMENT AND TOWER AREAS.
- 4. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW, OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
- 6. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
- 7. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED, OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF THE ENGINEER.
- 8. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH.
- 9. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE NEW YORK STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE TOWN.





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Fax: (518) 783-1544

#### DESIGN APPROVAL

	PRELIMINARY/CONSTRUCTION	
	RF ENG	DATE:
	EQPT. ENG	DATE:
	OPERATIONS	DATE:
	CONST. MGR	DATE:
	NETWORK ENG	DATE:
	REAL ESTATE	DATE:

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DATE	ISSUE
7/26/11	FOR COMMENT
9/12/11	PER COMMENTS
5/1/12	REVISE LOW BAND ANTENNA
	7/26/11 9/12/11

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ORIGINAL SIZE IN INCHES

SITE INFORMATION

BLUE MOUNTAIN (NYSEG)
BLUE MOUNTAIN SUMMIT
TOWN OF INDIAN LAKE
HAMILTON COUNTY
NY 12812

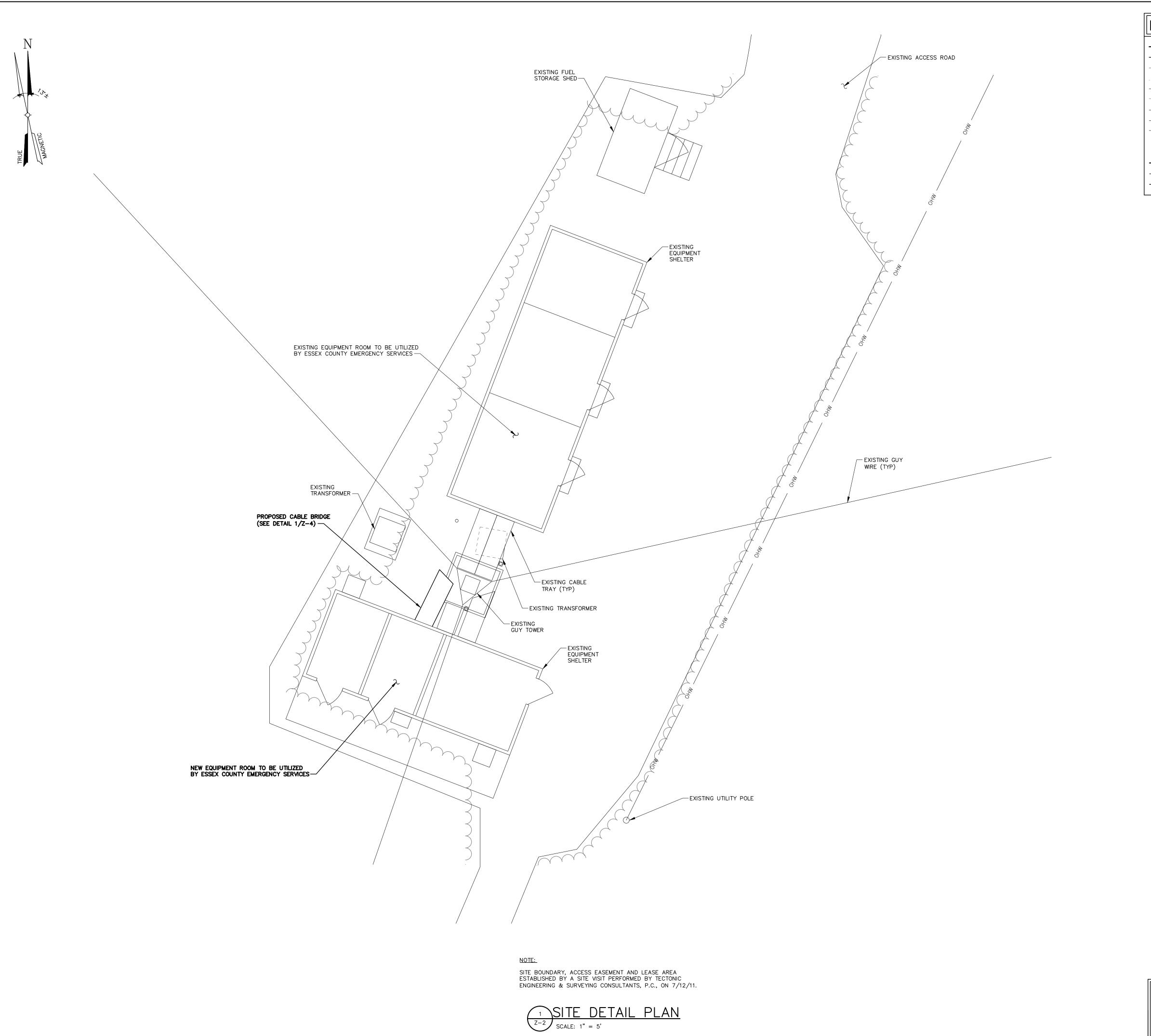
SHEET TITLE

SITE PLAN & NOTES

SHEET NUMBER

**Z-1** 

- CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR TO EXCAVATION AT SITE
   CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UNDERGROUND
- UTILITIES PRIOR TO EXCAVATION
- ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS



LEGEND EXISTING PROPERTY LINE ADJOINING PROPERTY LINE EXISTING CONTOUR \_ \_\_ \_\_ \_\_ \_\_ EXISTING TREE LINE EXISTING EDGE OF PAVEMENT EXISTING EDGE OF GRAVEL DRIVE \_\_\_\_\_ EXISTING FENCE \_\_\_\_ x \_\_\_\_ x \_\_\_\_ EXISTING UNDERGROUND UTILITIES ———— OHW ———— EXISTING OVERHEAD WIRES EXISTING UTILITY POLE EXISTING IRON ROD/PIPE PROPOSED UNDERGROUND UTILITIES \_\_\_ o \_\_\_\_ o \_\_\_ PROPOSED SILT FENCE PROPOSED CONTOUR



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NY 12812

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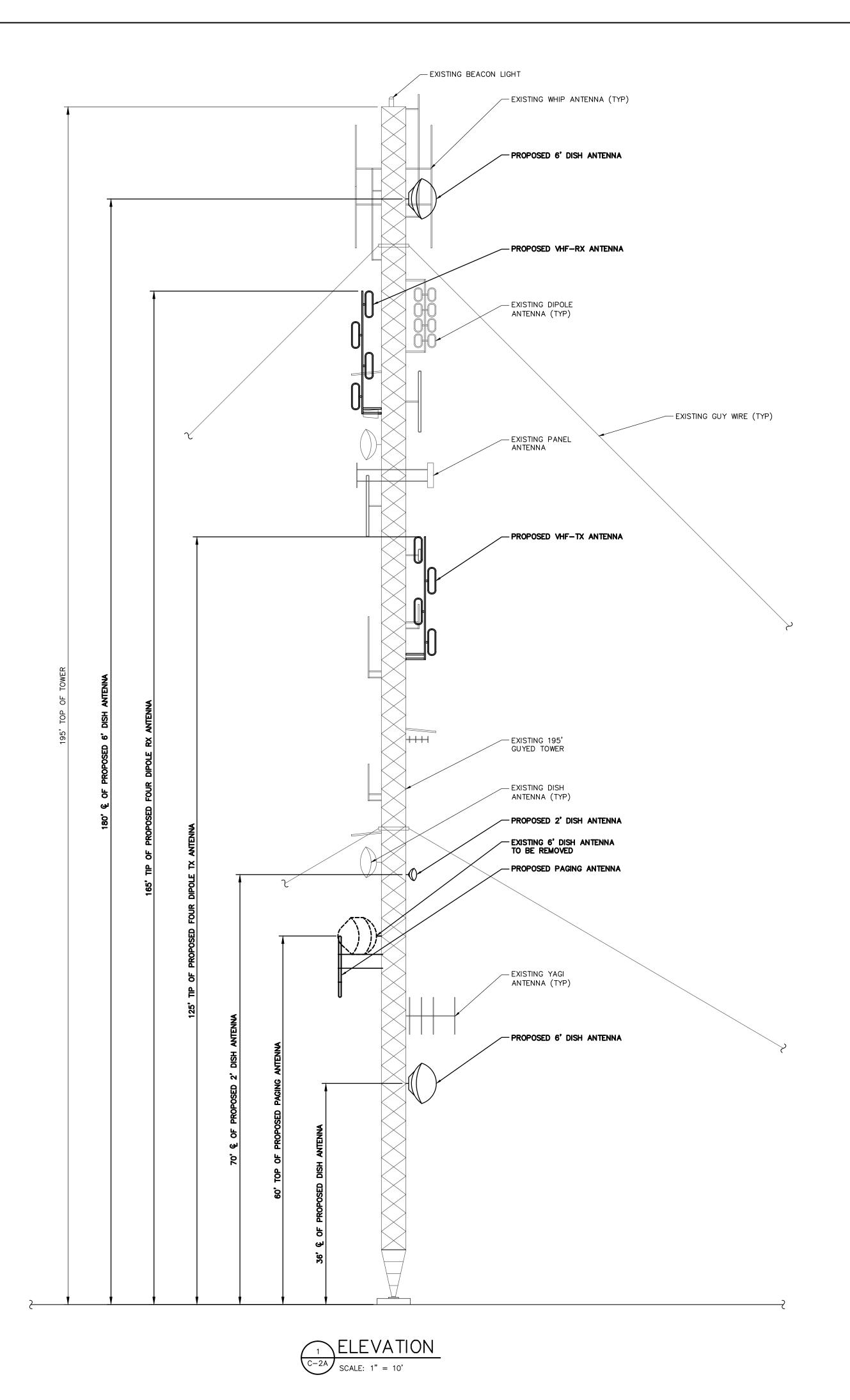
SITE DETAIL PLAN

SHEET NUMBER

**Z-2** 

 CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR TO EXCAVATION AT SITE

CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION
 ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS



#### ANTENNA AND TRANSMISSION LINE SCHEDULE LEG ANTENNA ANTENNA DATA AZIMUTH ANTENNA Ç TRANSMISSION HEIGHT (AĞL) LINE SOUTHWEST 127° 58' 47.66" 6' DISH RFS MICROWAVE ANTENNA PAD6-59B 180**'**± RFS E65 20' TX ANTENNA 20' FOUR DIPOLE TX ANTENNA 125'± TIP LDF-4 20' RX ANTENNA 20' FOUR DIPOLE RX ANTENNA N/A 165'± TIP LDF-4 EAST 2' DISH 2' MICROWAVE ANTENNA WITH RADOME 136.13° 70**'**± RFS E65 NORTHWEST 6' DISH RFS MICROWAVE ANTENNA PAD6-59B 349° 34' 57.44" 36'± RFS E65 LDF-4 EAST PAGING ANTENNA 60'± TIP SD110-SF2PASNM LOW-BAND DIPOLE N/A

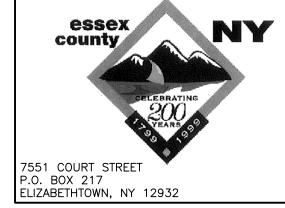
NOTE:
ANTENNA AND COAXIAL SCHEDULE BASED ON AN RF ANTENNA DESIGN SHEET-DATA RECEIVED FROM ESSEX COUNTY.

#### ANTENNA MOUNTING NOTES

- THE DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO ANSI/TIA/EIA-222-F-1996 "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES", THE BUILDING CODE OF NEW YORK STATE (CURRENT EDITION) AND ALL OTHER APPLICABLE LOCAL, STATE, AND FEDERAL CODES.
- 2. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
- ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC—COATING (HOT—DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
- 4. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
- 5. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- 6. DESIGN OF THE ANTENNA MOUNTING BRACKETS, SUPPORTS, AND ALL COMPONENTS THEREOF AND ATTACHMENT THERETO SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER. MANUFACTURER SHALL PROVIDE THE OWNER DRAWINGS DETAILING ALL COMPONENTS OF THE ASSEMBLY, INCLUDING CONNECTIONS, DESIGN LOADS, AND ALL OTHER PERTINENT DATA. MANUFACTURER SHALL ALSO PROVIDE THE OWNER WITH A STATEMENT OF COMPLIANCE, INDICATING THAT THE ANTENNA SUPPORTS HAVE BEEN DESIGNED IN ACCORDANCE WITH ANSI/TIA/EIA-222-F-1996 STANDARDS. ALL SUBMISSIONS SHALL BEAR THE SIGNATURE AND SEAL OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.

#### STRUCTURAL NOTES

- 1. ALL WORK SHALL CONFORM TO ANSI/TIA/EIA-222-F-1996 "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES", THE BUILDING CODE OF NEW YORK STATE (CURRENT EDITION) AND ALL OTHER APPLICABLE LOCAL, STATE, AND FEDERAL CODES.
- REFER TO "STRUCTURAL ANALYSIS REPORT, 195' GUYED TOWER, BLUE MOUNTAIN, TOWN OF INDIAN LAKE, NEW YORK" PREPARED BY NORTH WOODS ENGINEERING PLLC DATED MAY 20, 2011.



TECTONIC:

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NY 12812

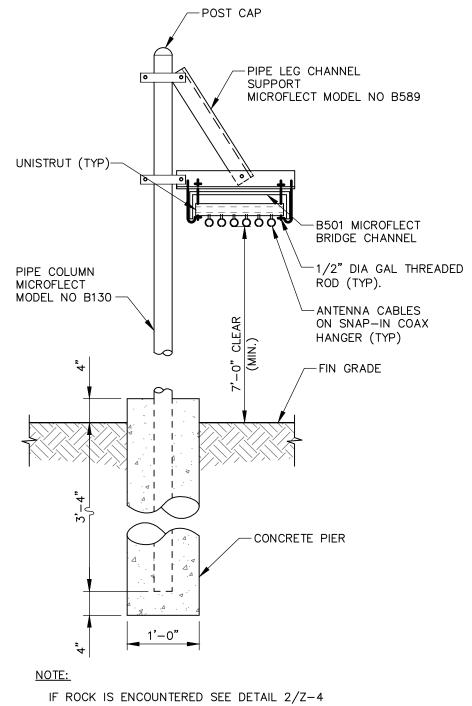
SHEET TITLE

ELEVATION, DETAILS & NOTES

SHEET NUMBER

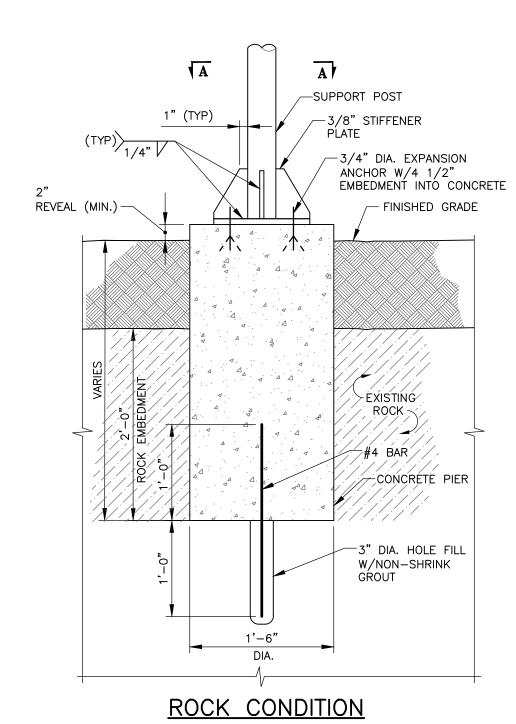
**Z-3** 

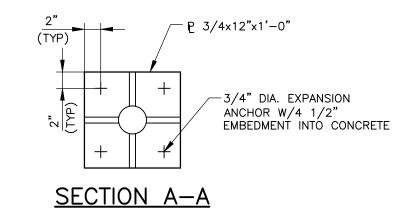
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CABLE BRIDGE

SCALE: 3/4" = 1'-0"



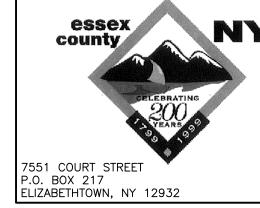


POST CONNECTION

SCALE: 1'' = 1'-0''

#### CONCRETE NOTES

- ALL CONCRETE WORK SHALL CONFORM TO ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS".
- ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60 AND BE DETAILED IN ACCORDANCE WITH ACI 315 "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES".
- 3. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM.
- 4. ALL CONCRETE EXPOSED TO THE WEATHER SHALL BE AIR-ENTRAINED.
- FOOTINGS SHALL NOT BE CONSTRUCTED ON FROZEN GROUND. ALL FROZEN SOIL SHALL BE REMOVED AND REPLACED WITH COMPACTED STRUCTURAL FILL OR COMPACTED CRUSHED STONE.
- 6. CONCRETE WORK PERFORMED IN COLD WEATHER CONDITIONS SHALL CONFORM TO ACI 306.1.
- 7. FOOTING DEPTHS SHOWN ON THIS DRAWING ARE THE MINIMUM REQUIRED.
  CONTRACTOR SHALL VERIFY THE FROST DEPTH REQUIREMENTS OF THE
  MUNICIPAL AND STATE BUILDING CODES PRIOR TO CONSTRUCTION. IN THE EVENT
  EITHER CODE REQUIRES FOOTING DEPTHS GREATER THAN THOSE SHOWN ON THIS
  DRAWING, THE CONTRACTOR SHALL INCREASE THE FOOTING DEPTH TO MEET OR
  EXCEED THOSE REQUIREMENTS.



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NY 12812

SHEET TITLE

DETAILS & NOTES

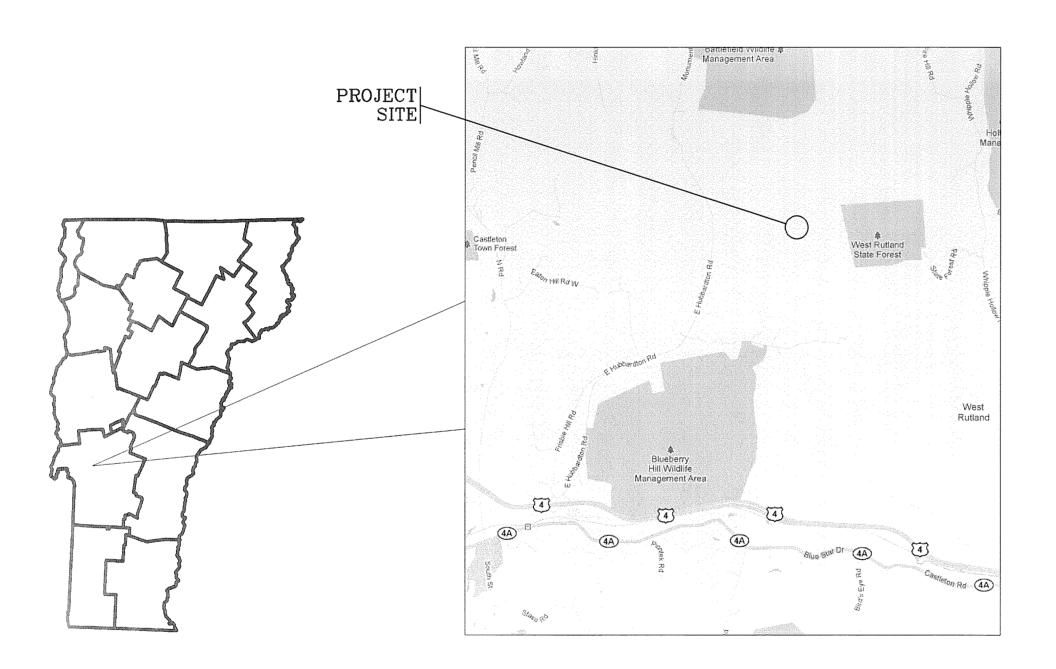
SHEET NUMBER

**Z-4** 

# ESSEX COUNTY, NEW YORK PUBLIC SAFETY COMMUNICATIONS NETWORK PROJECT

# GRANDPA'S KNOB BUILDING & TOWER ALTERATIONS

CASTLETON, RUTLAND COUNTY, VERMONT





/ISITE |

ABBREVIATIONS

ABBREVIATION	DESCRIPTION
ACP	ACOUSTIC CEILING PANEL
ADJ.	ADJUSTABLE
A.F.F.	ABOVE FINISH FLOOR
ALT.	ALTERNATE
AL.	ALUMINUM
ARCH.	ARCHITECTURAL
APPROX.	APPROXIMATE
A or AMP	AMPERE
@	AT
DD	DOADD
BD	BOARD
B.I.	BLACK IRON
BLDG.	BUILDING
BM.	BEAM
B. P.	BEARING PLATE
BLK	BLOCK
BSMT.	BASEMENT
BTM.	ВОТТОМ
BT/SH	BATHTUB/SHOWER
3.7.3.1	
CARP.	CARPET
CATV	CABLE TELEVISION
CTR	CENTER
<u>Q</u>	CENTERLINE
C.B.	CATCH BASIN
CB.	CIRCUIT BREAKER
C.T.	CERAMIC TILE
CU.	COPPER
Cl or C.I.	CAST IRON
CJ	CONTROL JOINT
CLG.	CEILING
CH	CHANNEL
CL.	CLOSET
CMU or C.M.U.	CONCRETE MASONRY UNIT
COL.	COLUMN
CO or C.O.	CLEAN OUT
CONC.	CONCRETE
CONT.	CONTINUOUS
COND.	CONDUIT
CONTR.	CONTRACTOR
CONSTR.	CONSTRUCTION
DEMO.	DEMOLITION
DTL.	DETAIL
DIA. or Ø	DIAMETER
D.F.	DRINKING FOUNTAIN
DR	DOOR
DSB	DEEP SUMP BASIN
DN	DOWN
DWG.	DRAWING
U VV U,	DIAMING
EA.	EACH
$\Gamma$ $\subset$	ELECTRICAL CONTRACTOR
E.C.	E  E\ / A T  O\ !
EL. or ELEV.	ELEVATION
EL. or ELEV. ELEC.	ELECTRICAL
EL. or ELEV. ELEC. ENGR.	ELECTRICAL ENGINEER
EL. or ELEV. ELEC.	ELECTRICAL
EL. or ELEV. ELEC. ENGR.	ELECTRICAL ENGINEER
EL. or ELEV. ELEC. ENGR. EQUIP.	ELECTRICAL ENGINEER EQUIPMENT
EL. or ELEV. ELEC. ENGR. EQUIP. EXIST.	ELECTRICAL ENGINEER EQUIPMENT EXISTING
EL. or ELEV. ELEC. ENGR. EQUIP. EXIST. EXT.	ELECTRICAL ENGINEER EQUIPMENT EXISTING EXTERIOR
EL. or ELEV. ELEC. ENGR. EQUIP. EXIST. EXT.	ELECTRICAL ENGINEER EQUIPMENT EXISTING EXTERIOR FOUNDATION
EL. or ELEV. ELEC. ENGR. EQUIP. EXIST.	ELECTRICAL ENGINEER EQUIPMENT EXISTING EXTERIOR

ABBREVIATION	DESCRIPTION
FL.	FLOOR
FR	FRAME
FTG.	FOOTING
F.D.	FLOOR DRAIN
GA.	GAUGE
GALV.	GALVANIZED
GAL.	GALLON
G.C.	GENERAL CONTRACTOR
GEN.	GENERAL
GWB or G.W.B.	GYPSUM WALL BOARD
GYP.	GYPSUM
	,
H.C.	HEATING CONTRACTOR
HDWR.	HARDWARE
HGT.	HEIGHT
HTG.	HEATING
HVAC	HEATING, VENTILATION & COOLING
H.W.	HOT WATER
H.M.	HOLLOW METAL
H.T.	HOUSE TRAP
2 1 2 3	,
INFO.	INFORMATION
INSUL.	INSULATION
INT.	INTERIOR
INV.	INVERT
I.E.	INVERT ELEVATION
1	THE CEL VALIDITY
JAN.	JANITOR
JT	JOINT
01	001111
LAV.	LAVATORY/VANITY
LT.	LIGHT
L 1 .	LIGHT
М.Н.	MANHOLE
MAT.	MATERIAL
MAX.	MAXIMUM
MECH.	MECHANICAL
M.C.	MECHANICAL CONTRACTOR
MFR.	MANUFACTURER
MIN.	MINIMUM
	MISCELLANEOUS
MICC	
M.R.	MOISTURE RESISTANT
M.R. MTD.	MOISTURE RESISTANT MOUNTED
M.R. MTD.	MOISTURE RESISTANT
M.R. MTD. MTL.	MOISTURE RESISTANT MOUNTED METAL
M.R. MTD. MTL. N.I.C.	MOISTURE RESISTANT MOUNTED METAL NOT IN CONTRACT
M.R. MTD. MTL. N.I.C. NO.	MOISTURE RESISTANT MOUNTED METAL NOT IN CONTRACT NUMBER
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M.R. MTD. MTL. N.I.C. NO. N.T.S. O.C. or O/C OPG.	MOISTURE RESISTANT MOUNTED METAL  NOT IN CONTRACT NUMBER NOT TO SCALE ON CENTER OPENING
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M.R. MTD. MTL.  N.I.C. NO. N.T.S. O.C. or O/C OPG. OWS or O.W.S.	MOISTURE RESISTANT MOUNTED METAL  NOT IN CONTRACT NUMBER NOT TO SCALE ON CENTER OPENING OIL/WATER SEPARATOR
M.R. MTD. MTL.  N.I.C. NO. N.T.S. O.C. or O/C OPG. OWS or O.W.S.	MOISTURE RESISTANT MOUNTED METAL  NOT IN CONTRACT NUMBER NOT TO SCALE ON CENTER OPENING OIL/WATER SEPARATOR  PLUMBING CONTRACTOR
M.R. MTD. MTL.  N.I.C. NO. N.T.S. O.C. or O/C OPG. OWS or O.W.S.  P.C. PLUMB.	MOISTURE RESISTANT MOUNTED METAL  NOT IN CONTRACT NUMBER NOT TO SCALE ON CENTER OPENING OIL/WATER SEPARATOR  PLUMBING CONTRACTOR PLUMBING
M.R. MTD. MTL.  N.I.C. NO. N.T.S. O.C. or O/C OPG. OWS or O.W.S.  P.C. PLUMB. PLYWD.	MOISTURE RESISTANT MOUNTED METAL  NOT IN CONTRACT NUMBER NOT TO SCALE ON CENTER OPENING OIL/WATER SEPARATOR  PLUMBING CONTRACTOR PLUMBING PLYWOOD
M.R. MTD. MTL.  N.I.C. NO. N.T.S. O.C. or O/C OPG. OWS or O.W.S.  P.C. PLUMB. PLYWD. PR.	MOISTURE RESISTANT MOUNTED METAL  NOT IN CONTRACT NUMBER NOT TO SCALE ON CENTER OPENING OIL/WATER SEPARATOR  PLUMBING CONTRACTOR PLUMBING PLYWOOD PAIR
N.I.C. NO. N.T.S. O.C. or O/C OPG. OWS or O.W.S.  P.C. PLUMB. PLYWD. PR. PT or P.T.	MOISTURE RESISTANT MOUNTED METAL  NOT IN CONTRACT NUMBER NOT TO SCALE ON CENTER OPENING OIL/WATER SEPARATOR  PLUMBING CONTRACTOR PLUMBING PLYWOOD PAIR PRESSURE TREATED
M.R. MTD. MTL.  N.I.C. NO. N.T.S. O.C. or O/C OPG. OWS or O.W.S.  P.C. PLUMB. PLYWD. PR. PT or P.T. PTD.	MOISTURE RESISTANT MOUNTED METAL  NOT IN CONTRACT NUMBER NOT TO SCALE ON CENTER OPENING OIL/WATER SEPARATOR  PLUMBING CONTRACTOR PLUMBING PLYWOOD PAIR PRESSURE TREATED PAINTED
M.R. MTD. MTL.  N.I.C. NO. N.T.S. O.C. or O/C OPG. OWS or O.W.S.  P.C. PLUMB. PLYWD. PR. PT or P.T.	MOISTURE RESISTANT MOUNTED METAL  NOT IN CONTRACT NUMBER NOT TO SCALE ON CENTER OPENING OIL/WATER SEPARATOR  PLUMBING CONTRACTOR PLUMBING PLYWOOD PAIR PRESSURE TREATED
M.R. MTD. MTL.  N.I.C. NO. N.T.S. O.C. or O/C OPG. OWS or O.W.S.  P.C. PLUMB. PLYWD. PR. PT or P.T. PTD. P.V.	MOISTURE RESISTANT MOUNTED METAL  NOT IN CONTRACT NUMBER NOT TO SCALE ON CENTER OPENING OIL/WATER SEPARATOR  PLUMBING CONTRACTOR PLUMBING PLYWOOD PAIR PRESSURE TREATED PAINTED PLUMBING VENT
M.R. MTD. MTL.  N.I.C. NO. N.T.S. O.C. or O/C OPG. OWS or O.W.S.  P.C. PLUMB. PLYWD. PR. PT or P.T. PTD.	MOISTURE RESISTANT MOUNTED METAL  NOT IN CONTRACT NUMBER NOT TO SCALE ON CENTER OPENING OIL/WATER SEPARATOR  PLUMBING CONTRACTOR PLUMBING PLYWOOD PAIR PRESSURE TREATED PAINTED

REFRIGERATOR

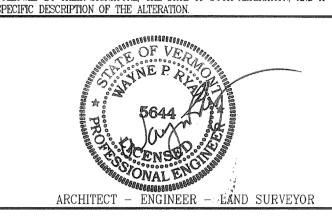
ABBREVIATION	DESCRIPTION
RM.	ROOM
R.D.	ROOF DRAIN
REINF.	REINF.
RESIL.	RESILIENT
REQ.	REQUIRED
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	THE GOTTIED
SCHED.	SCHEDULE
S&R	SHELF & CLOSET ROD
SIM.	SIMILAR
SPEC.	SPECIFIED / SPECIFICATION
	,
S.S.	STAINLESS STEEL
STL.	STEEL
STD.	STANDARD
STOR.	STORAGE
SUSP.	SUSPENDED
SYS.	SYSTEM
T&G	TONGUE & GROOVE
T.D.	TRENCH DRAIN
TEL.	TELEPHONE
THRU.	THROUGH
T.O.C.	TOP OF CONCRETE
TOIL.	TOILET
TSR or T.S.R.	TRUNK SEWER REPLACEMENT
TYP.	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
O.14.O.	ONLEGG NOTED OTHERWISH
VCB or V.C.B.	VINYL COVE BASE
VCT or V.C.T.	VINYL COMPOSITE TILE
	VERTICAL
VERT.	www.coogcome.
VEST.	VESTIBULE
V.I.F.	VERIFY IN FIELD
VTH or V.T.H.	VENT TO HEADER
VTR or V.T.R.	TENT THROUGH ROOF
VWC or V.W.C.	VINYL WALL COVERING
VSF or V.S.F.	VINYL SHEET FLOORING
W/	WITH
WD.	WOOD
WDW.	WINDOW
W.H.	WATER HEATER
WMR or W.M.R.	WATER MAIN REPLACEMENT
WWF or WM	WOVEN WIRE FABRIC/MESH
	, , , , , , , , , , , , , , , , , , , ,
W.R.	WATER RESISTANT
***************************************	

NORTHEAST

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GENERAL NOTES

1. THESE DRAWINGS WERE PREPARED EXCLUSIVELY FOR THE PURPOSE OF OBTAINING APPROVAL FROM THE STATE OF VERMONT AND ARE NOT SUITABLE FOR THE BIDDING AND CONSTRUCTION PHASE.

2. THIS LOCATION IS ONE OF THE TRANSMISSION SITES OF THE NEW ESSEX COUNTY, NY PUBLIC SAFETY COMMUNICATIONS NETWORK.

3. PROJECT DESCRIPTION: INSTALLATION OF EQUIPMENT WITHIN AN EXISTING EQUIPMENT SHELTER AND ADDITION OF ANTENNAS ON AN EXISTING TOWER WITH ASSOCIATED APPURTENANCES.

4. LATITUDE: 43° 39' 31.9" N LONGITUDE: 73° 06' 23.5" W

5. PROJECT LANDLORD: VERMONT PUBLIC TELEVISION 204 ETHAN ALLEN DRIVE COLCHESTER, VT 05446

6. APPLICANT: EMERGENCY SERVICES
ESSEX COUNTY, NY
702 STOWERSVILLE ROAD
LEWIS, NY 12950

7. PROJECT ADDRESS: 2196 GRANDPA'S KNOB ROAD CASTLETON, VT 05735

DRAWING LIST

DWG. NO. DWG. TITLE

G - 001

E - 101

C-101 SITE PLAN & DETAILS

A-501 RADIO TOWER ELEVATIONS

TITLE SHEET

E-001 ELECTRICAL NOTES, ONE-LINE DIAGRAMS & DETAILS

ELECTRICAL PLANS

REFERENCE DRAWINGS:

(-101 EXISTING CONDITIONS (TOPOGRAPHIC MAP)

SHT. 1 OF 1 BOUNDRY SURVEY (BY VERMONT SURVEY CONSULTANTS)
OF VERMONT ETV INC. PROPERTY

PROJECT TITLE: ESS

ESSEX COUNTY, NEW YORK
PUBLIC SAFETY COMMUNICATIONS
NETWORK PROJECT

GRANDPA'S KNOB
BUILDING & TOWER
ALTERATIONS

CASTLETON, RUTLAND COUNTY, VERMONT

DRAWING TITLE:

TITLE SHEET

REVISIONS

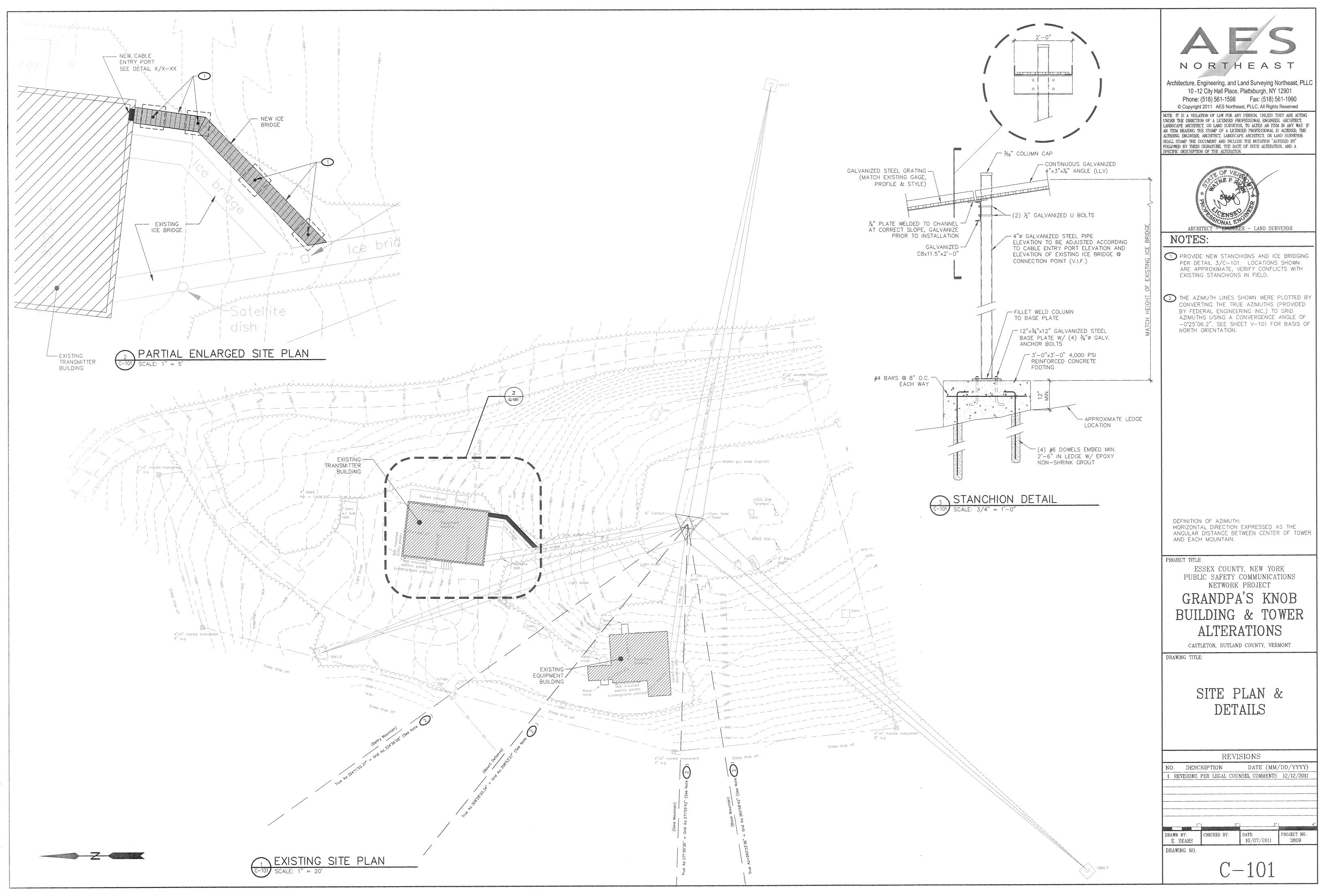
NO. DESCRIPTION DATE (MM/DD/YYYY)

1. REVISIONS PER LEGAL COUNSEL COMMENTS 12/12/2011

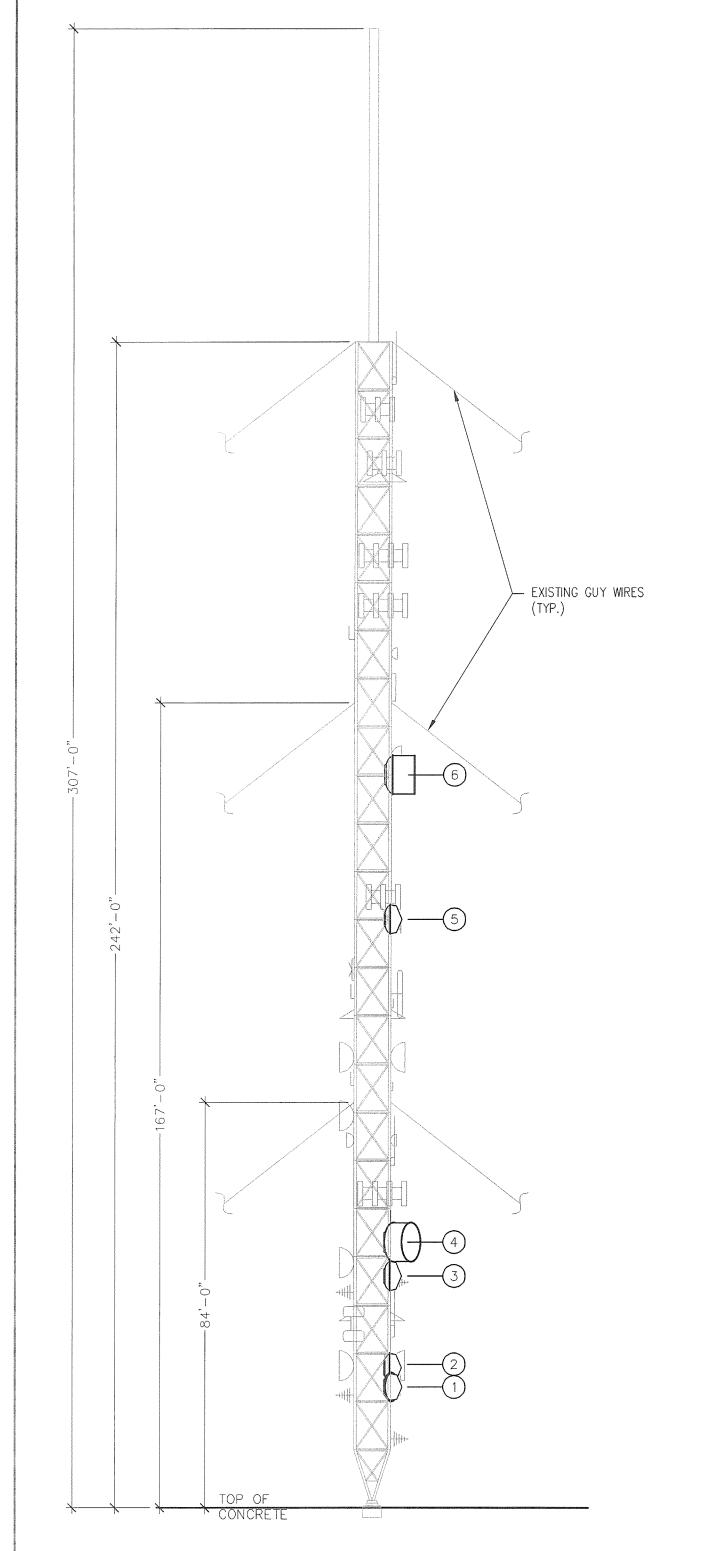
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G - 001

File Path: P:\38\3809 Essex County — Grandpas Knob, VT ConDocs\_Communications Equipment\F drawings\G-Drawings\3809 G-00

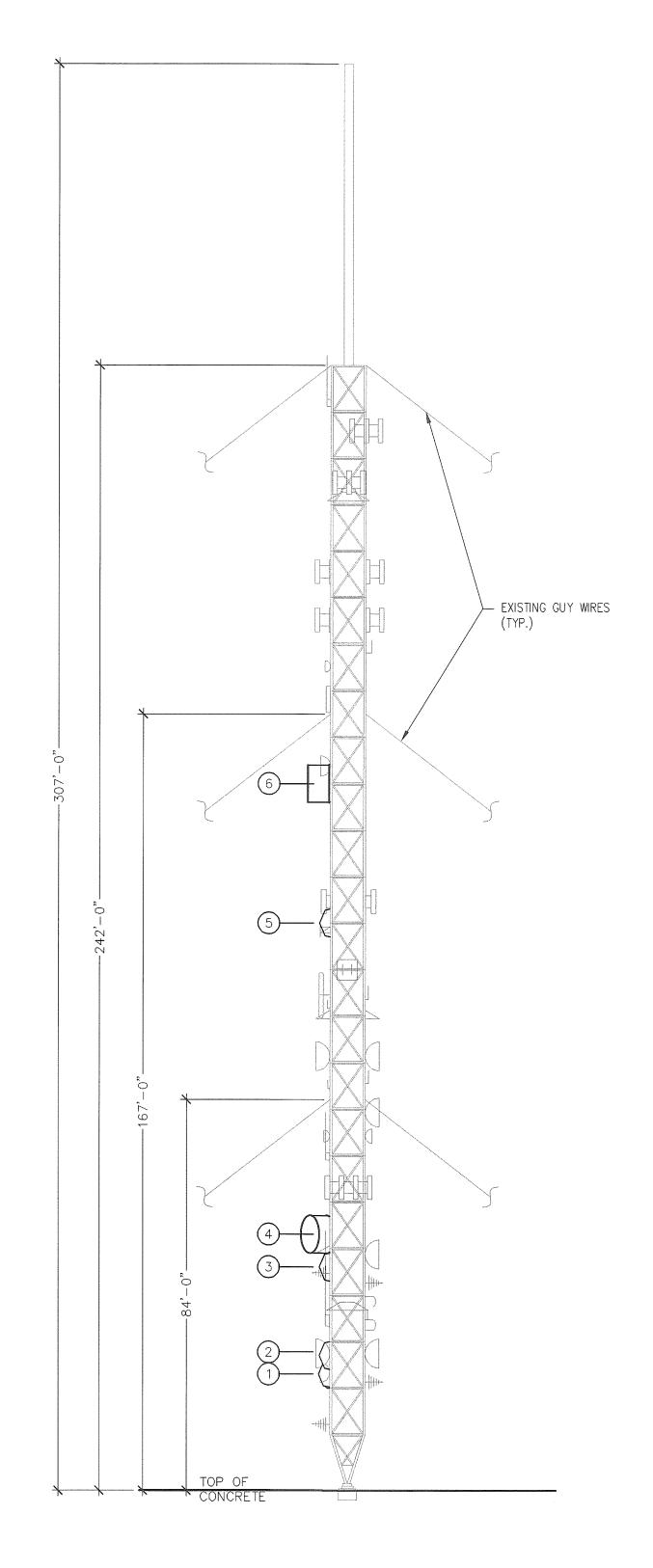


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EXISTING NORTH TOWER ELEVATION

SCALE: 1" = 20'



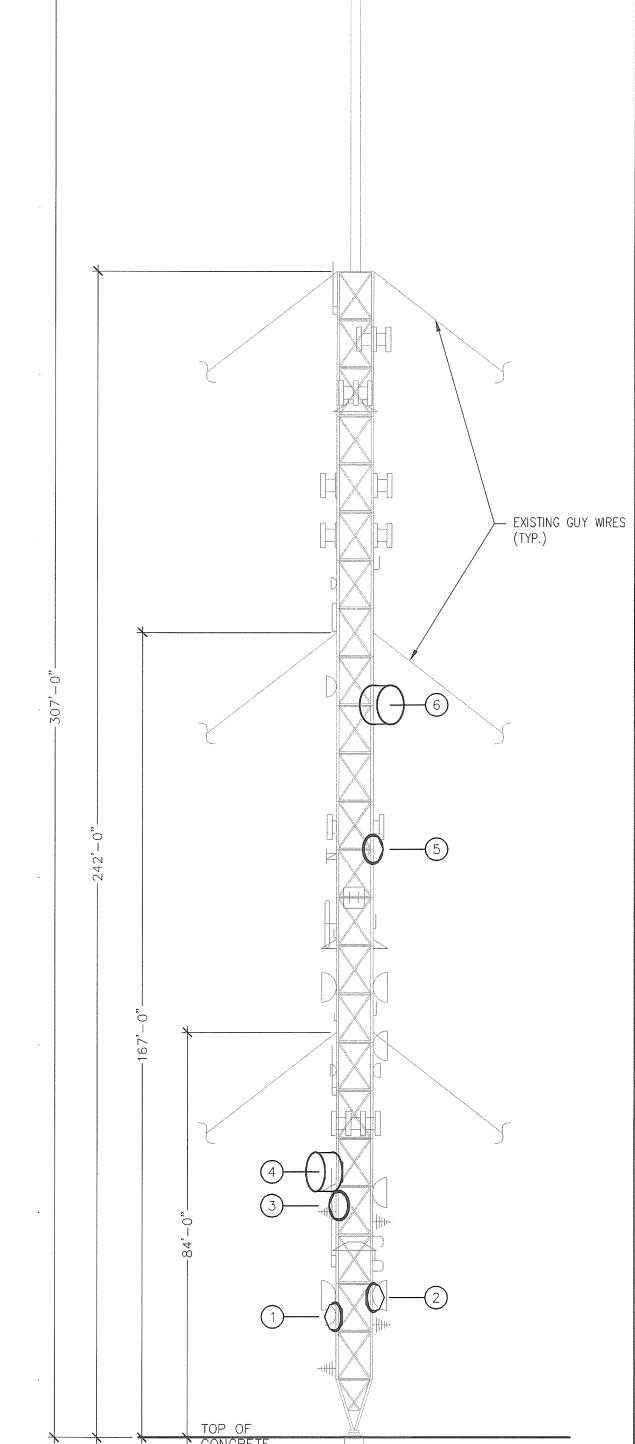


TOP OF CONCRETE

3 EXISTING EAST TOWER ELEVATION

A-501 SCALE: 1" = 20'

- EXISTING GUY WIRES



EXISTING WEST TOWER ELEVATION

SCALE: 1" = 20'

No.	Equipment Name	Quantity	Manufacturer	Dimensions	Weight	Frequency	Mounting Height	Angle/Direction
1	PAD6-59BC Microwave Antenna (Radome)	1	Radio Frequency Systems (RFS)	6 ft. dia.	185 lbs / 225 lbs. w/ Radome	5.925-6.425 GHz	25 ft.	324° 11' 2.37" (Belfry Mt.)
2	PAD6-59BC Microwave Antenna (Radome)	1	Radio Frequency Systems (RFS)	6 ft. dia.	185 lbs / 225 lbs. w/ Radome	5.925-6.425 GHz	29 ft.	260° 33' 36" (Black Mt.)
3	PAD6-59BC Microwave Antenna (Radome)	1	Radio Frequency Systems (RFS)	6 ft. dia.	185 lbs / 225 lbs. w/ Radome	5.925-6.425 GHz	48 ft.	308° 28' 20.34" (Mt. Defiance)
4	DA8-59AC Microwave Antenna (High Performance)	1	Radio Frequency Systems (RFS)	8 ft. dia.	396 lbs.	5.925-6.425 GHz	55 ft.	324° 11' 2.37" (Belfry Mt.)
5	PAD6-59BC Microwave Antenna (Radome)	1	Radio Frequency Systems (RFS)	6 ft. dia.	185 lbs / 225 lbs. w/ Radome	5.925-6.425 GHz	122 ft.	271° 30' 36" (Gore Mt.)
6	DA8-59AC Microwave Antenna (High Performance)	1	Radio Frequency Systems (RFS)	8 ft. dia.	396 lbs.	5.925-6.425 GHz	152 ft.	271° 30′ 36″ (Gore Mt.)

#### SPECIAL NOTE REGARDING ANTENNAS & TOWER:

THE STRUCTURAL ADEQUACY OF TOWER TO ACCEPT ADDITIONAL ANTENNAS HAS BEEN DETERMINED BY OTHERS. A SEPARATE STRUCTURAL ANALYSIS WAS COMPLETED BY TOWER TECHNOLOGY INC. KANSAS CITY, MO; DATED SEPTEMBER 9, 2009, AND OUTLINED STRUCTURAL MODIFICATIONS THAT ARE NECESSARY. ALSO, THE STRUCTURAL ATTACHMENT OF ANY NEW ANTENNAS WILL BE DETERMINED BY OTHERS. AES NORTHEAST, PLLC IS NOT RESPONSIBLE FOR STRUCTURAL EVALUATION OF ANTENNA, ANTENNA ORIENTATION, PLACEMENT OR ATTACHMENT TO TOWER.

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ARCHITECT - ENGINEER - LAND SURVEYOR

#### NOTES:

- 1. EXISTING TOWER ELEVATIONS ARE SCHEMATIC REPRESENTATIONS.
- ATTACH NEW EQUIPMENT IN ACCORDANCE WITH INDUSTRY STANDARDS AND VERMONT CODES.
- FIELD VERIFY FINAL LOCATION OF EQUIPMENT WITH ESSEX COUNTY, FEDERAL ENGINEERING AND ACUTEL PRIOR TO INSTALLATION.

PROJECT TITLE:

ESSEX COUNTY, NEW YORK
PUBLIC SAFETY COMMUNICATIONS
NETWORK PROJECT

GRANDPA'S KNOB
BUILDING & TOWER
ALTERATIONS

CASTLETON, RUTLAND COUNTY, VERMONT

DRAWING TITLE:

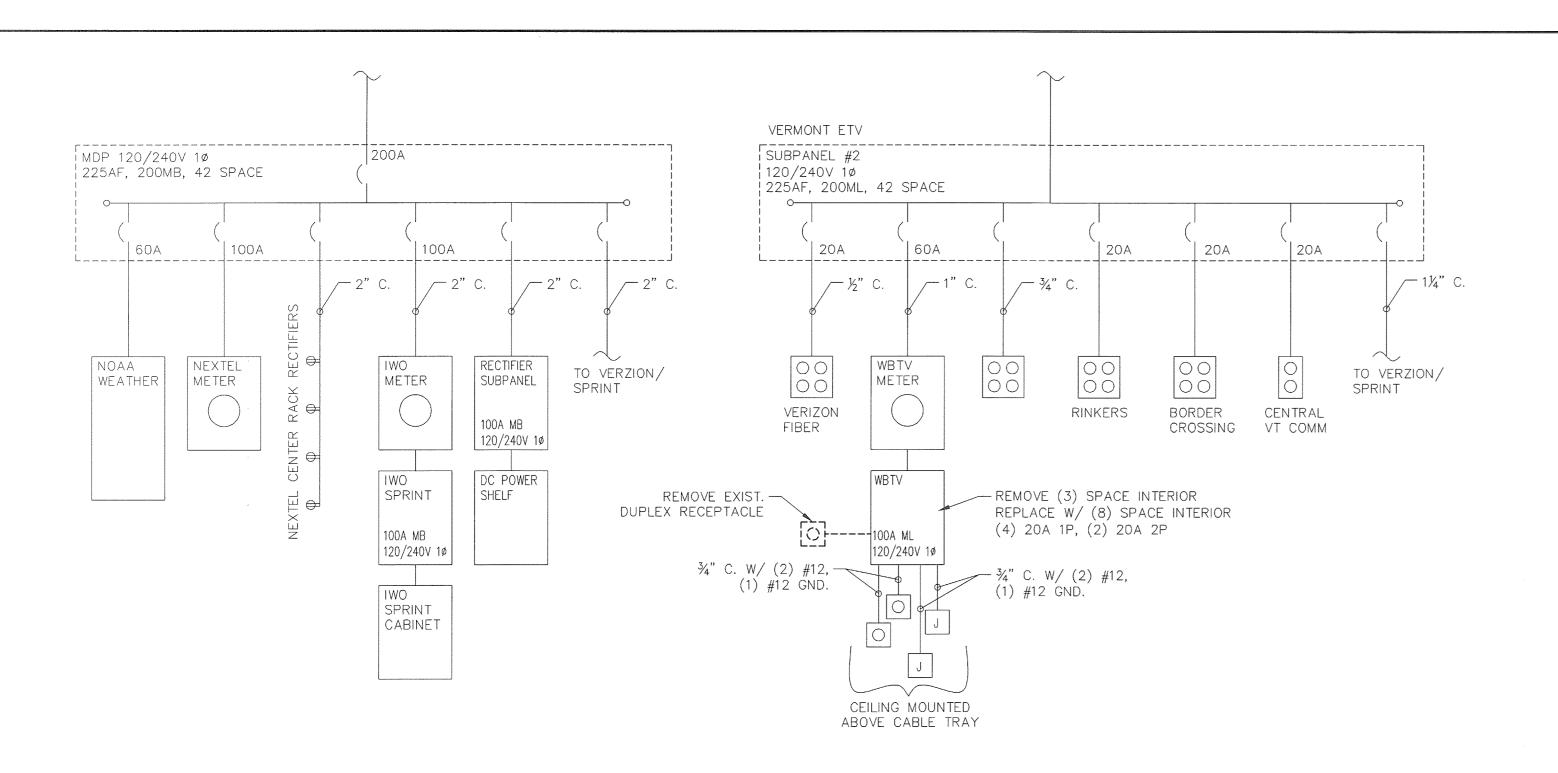
RADIO TOWER ELEVATIONS

REVISIONS

NO.DESCRIPTIONDATE (MM/DD/YYYY)1.REVISIONS PER LEGAL COUNSEL COMMENTS12/12/2011

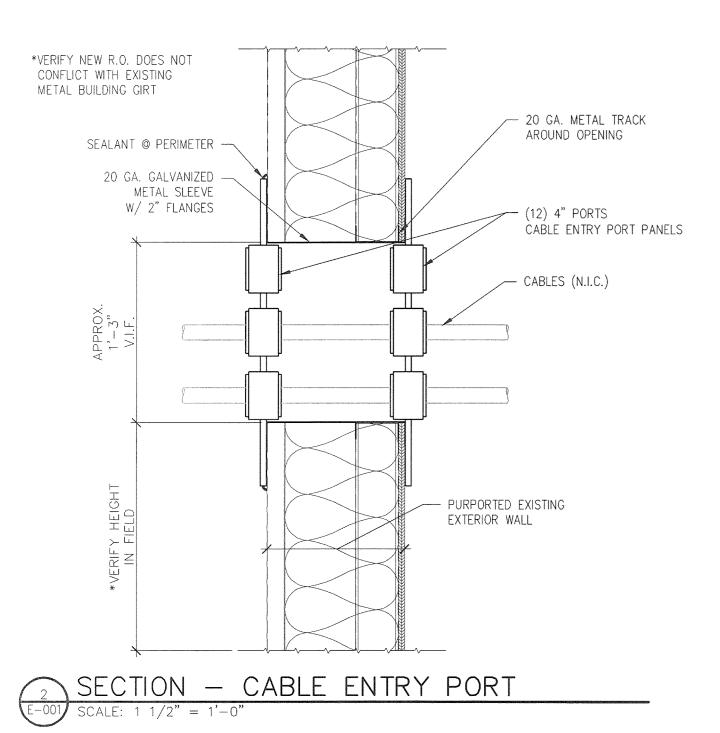
A - 501

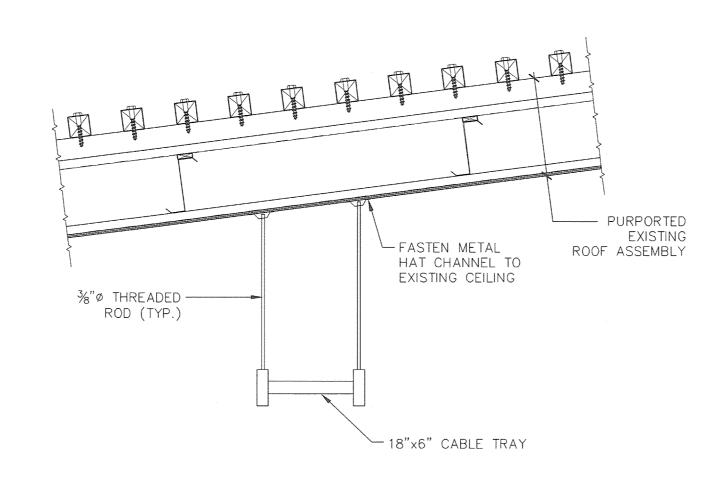
Plot Date: 12/20/2011 Plot Time: 11:15 AM File Path: P:\38\3809 Essex County — Grandpas Knob, VT ConDocs\_Communications Equipment\F



ONE-LINE DIAGRAMS - ETV & SATELITE SIGNAL RM.

SCALE: N.T.S.





SECTION — CABLE TRAY

E-001 SCALE: 3/4" = 1'-0"

ABBREVIATION DESCRIPTION AMPERE FRAME A OR AMP AMP A.F.F. ABOVE FINISHED FLOOR A.F.G. ABOVE FINISHED GRADE ALUM. ALUMINUM CU COPPER DN DOWN E.C. ELECTRICAL CONTRACTOR EF-XEXHAUST FAN, X DENOTES NUMBER ELEV. ELEVATION

F.F. FINISHED FLOOR
G.C. GENERAL CONTRACTOR
M.C. MECHANICAL CONTRACTOR
PTD. PAINTED
S.C. SITE CONTRACTOR

S.S.

TYP. TYPICAL

UH-X UNIT HEATER, X DENOTES NUMBER

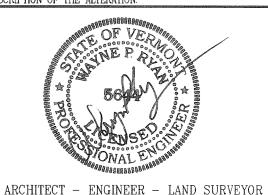
U.NO. UNLESS NOTED OTHERWISE

STAINLESS STEEL

NORTHEAST

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NOTES:

PROJECT TITLE:

ESSEX COUNTY, NEW YORK

PUBLIC SAFETY COMMUNICATIONS

NETWORK PROJECT

GRANDPA'S KNOB
BUILDING & TOWER
ALTERATIONS

CASTLETON, RUTLAND COUNTY, VERMONT

DRAWING TITLE:

ELECTRICAL NOTES,
ONE-LINE DIAGRAMS
& DETAILS

REVISIONS

NO. DESCRIPTION DATE (MM/DD/YYYY)

1. REVISIONS PER LEGAL COUNSEL COMMENTS 12/12/2011

 DRAWN BY:
 CHECKED BY:
 DATE:
 PROJECT NO.:

 E. SEARS
 10/07/2011
 3809

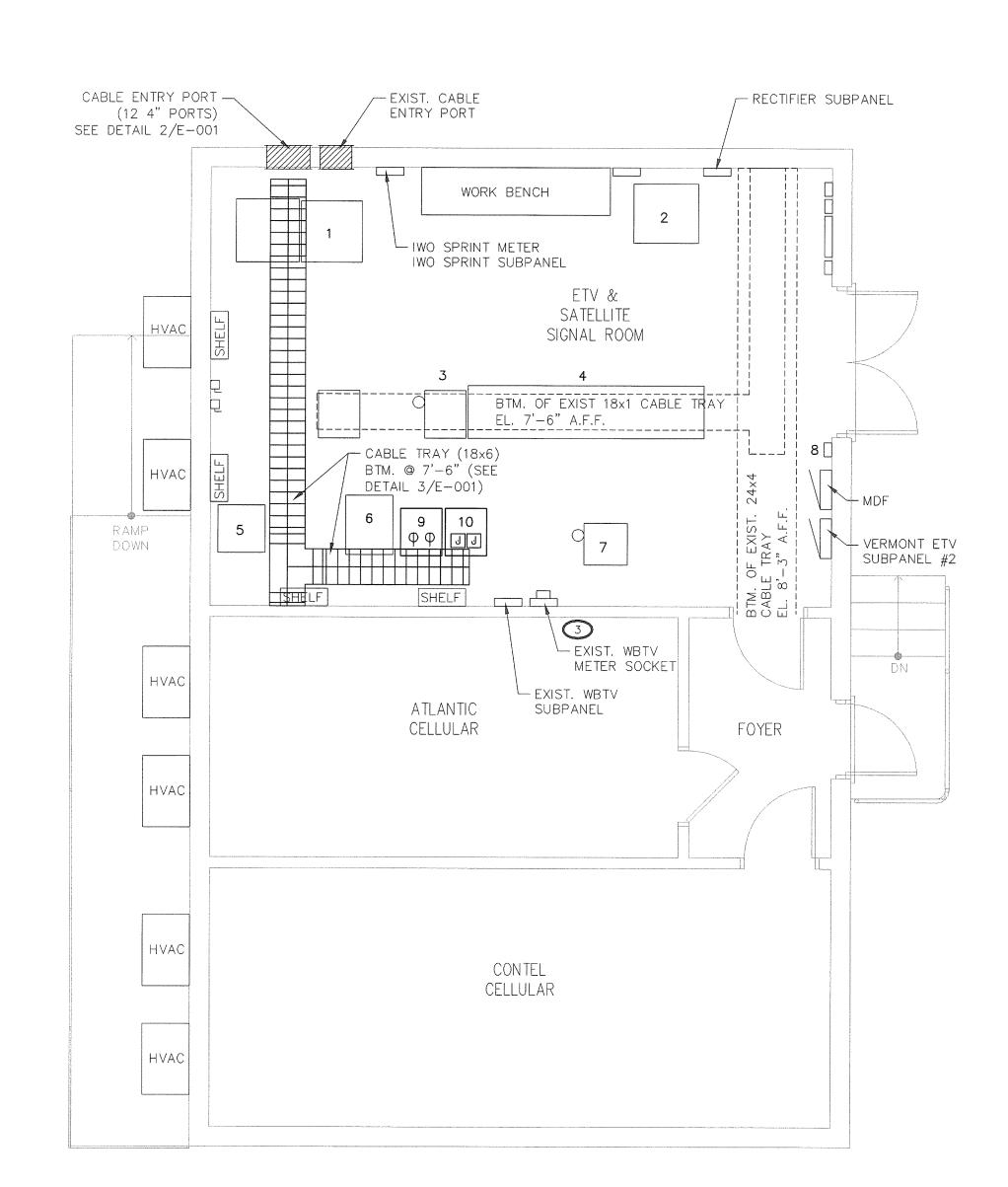
DRAWING NO.

i NO.

E - 001

COMN	MUNICATION EQUIPMENT SCHE	DULE	(N.I.C
ITEM NO.	EQUIPMENT NAME/DESCRIPTION	VOLTAGE	PHASE
1	IWO SPRINT		

ITEM NO.	EQUIPMENT NAME/DESCRIPTION	VOLTAGE	PHASE	CYCLE	NEMA	TYPE	QTY	VOLT-AMPS (VA)	TOTAL VA	REMARKS
1	IWO SPRINT									
2	VERIZON FIBER	120	1	60			(2)			
3	DC POWER SHELF			The man makes						
4	NEXTEL CABINETS	120	1	60						
5	GLENAYRE/CENTER VT COMMUN.	120	1	60			(1)			
6	BORDER CROSSING	120	1	60			(2)			
7	RINKERS MOTOROLA	120	1	60			(2)			
8	NOAA WEATHER SERVICE									
9	PROPOSED MICROWAVE RACK	120	1	60	5-20R	SIMPLEX	(2)	2000	2000	
10	PROPOSED RECTIFIER & BATTERIES	208	1	60				2000	2000	





#### GROUNDING LEGEND:

MGB MAIN GROUND BUSS BAR

SSGB SUB SYSTEM GROUNDING BUS BAR

RGB RACK GROUND BUS BAR

EGB EXTERNAL GROUND BUS BAR

RFSPD RF SURGE PROTECTIVE DEVICE

1 MGB GROUNDING CONDUCTOR: #2 CU. TO ACEG BARE

2 COMMUNICATION BONDING BACKBONE: JACKETED #2 CU.

3 INTERIOR PERIMETER GROUNDING BUS (IPGB)

4 BOND CABLE TRAY SECTIONS W/ JUMPERS: JACKETED #6 CU.

5 TYP. RACK GROUND BUS BAR GROUNDING CONDUCTOR: JACKETED #2 CU.

(6) TYP. EQUIPMENT GROUNDING CONDUCTOR 7) TYP. COMMUNICATION DISH SUPPORT BONDING

8 SCH. 40 PVC SLEEVE

9 GENERATOR CHASSIS GROUND

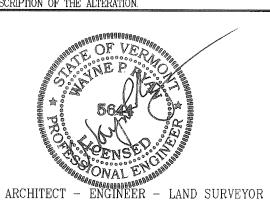
EXTERNAL GROUND BUS CONDUCTOR. #% CU, BARE

RF SURGE PROTECTION GROUND CONDUCTOR, #6 CU, BARE



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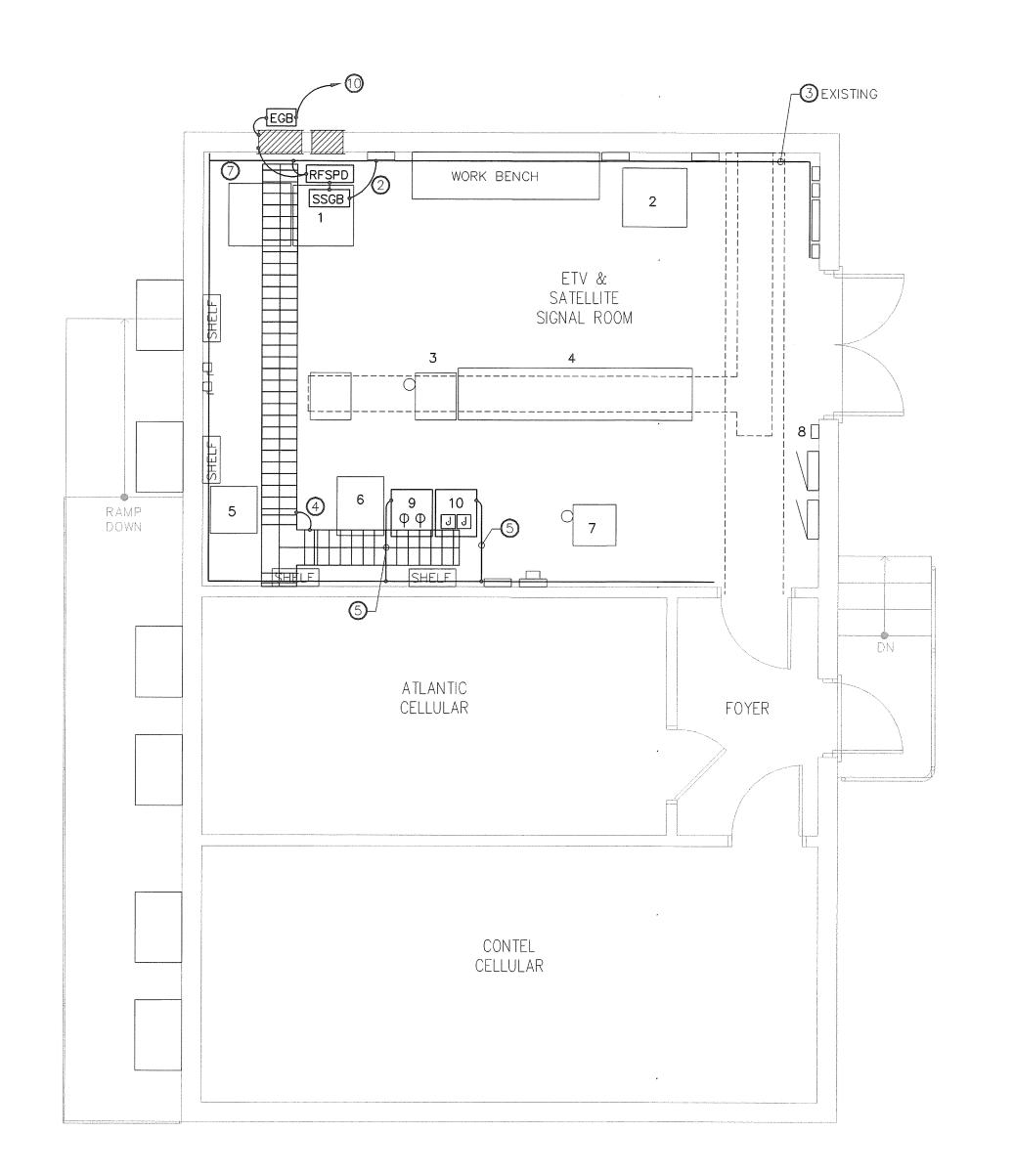


NOTES:

1 THESE DRAWINGS REPRESENT SCHEMATIC REPRESENTATION OF BUILDING GROUNDING SYSTEM. NOT ALL EQUIPMENT/FIXTURES REQUIRING GROUNDING/BONDING IS ILLUSTRATED ON THESÉ DRAWINGS.

2 RF SURGE PROTECTION DEVICES (N.I.C.)
PROVIDED BY COMMUNICATION SYSTEM VENDOR.

REUSE EXIST. WBTV METER & LOADCENTER FOR PROPOSED EQUIPMENT 9 & 10.





PROJECT TITLE:

ESSEX COUNTY, NEW YORK PUBLIC SAFETY COMMUNICATIONS NETWORK PROJECT

GRANDPA'S KNOB BUILDING & TOWER ALTERATIONS

CASTLETON, RUTLAND COUNTY, VERMONT

DRAWING TITLE:

ELECTRICAL PLANS

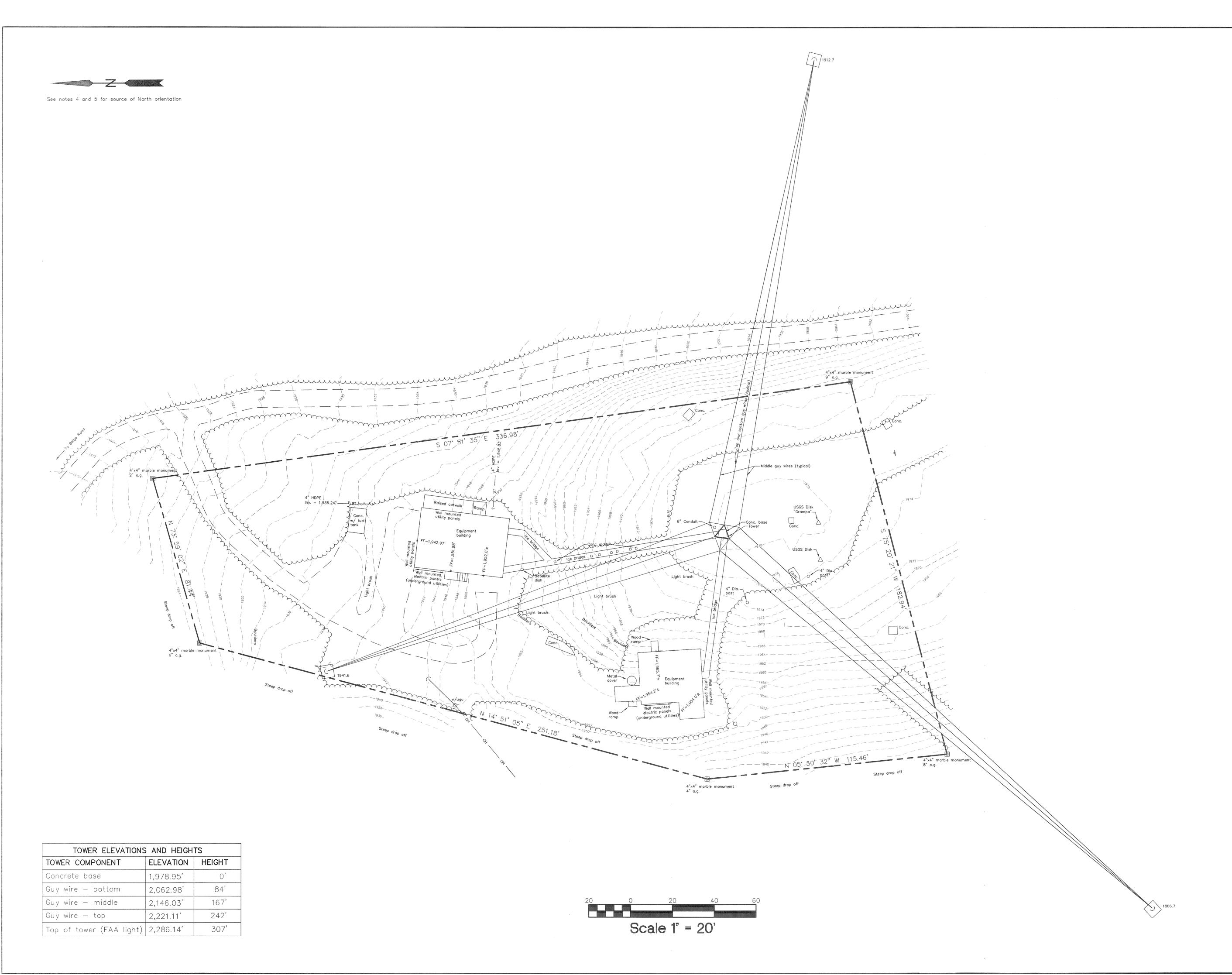
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DATE (MM/DD/YYYY) NO. DESCRIPTION 1. REVISIONS PER LEGAL COUNSEL COMMENTS 12/12/2011

DRAWN BY: CF

DATE: 10/07/2011 CHECKED BY:

E - 101





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ARCHITECT - ENGINEER - LAND SURVEYOR

#### NOTES:

- See sheet G-001 for additional notes, legends and other information.
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- 3. The location of underground improvements or encroachments are not always known and often must be estimated. If any underground improvements or encroachments exist or are shown, the improvements or encroachments are not covered by surveyor's certification. Utility locations shown are approximate and are for informational purposes only. Before you dig, call 811 or visit the web site www.digsafelynewyork.com.
- 4. The boundary line shown hereon is based on the following map: "BOUNDARY SURVEY, VERMONT ETV, INC. PROPERTY, GRAMPA'S KNOB ROAD..." prepared by Vermont Survey Consultants, LLC., dated November 3, 2011.
- 5. Datum for survey:

Coordinate System: Vermont State Plane Coordinate System (Based on reference map)

Vertical Datum: NAVD 88 (Geoid 03) based on GPS observations

Map distances shown, if any, are grid distances.

PROJECT TITLE:

ESSEX COUNTY, NEW YORK PUBLIC SAFETY COMMUNICATIONS NETWORK PROJECT

GRANDPA'S KNOB
BUILDING & TOWER
ALTERATIONS

CASTLETON, RUTLAND COUNTY, VERMONT

DRAWING TITLE:

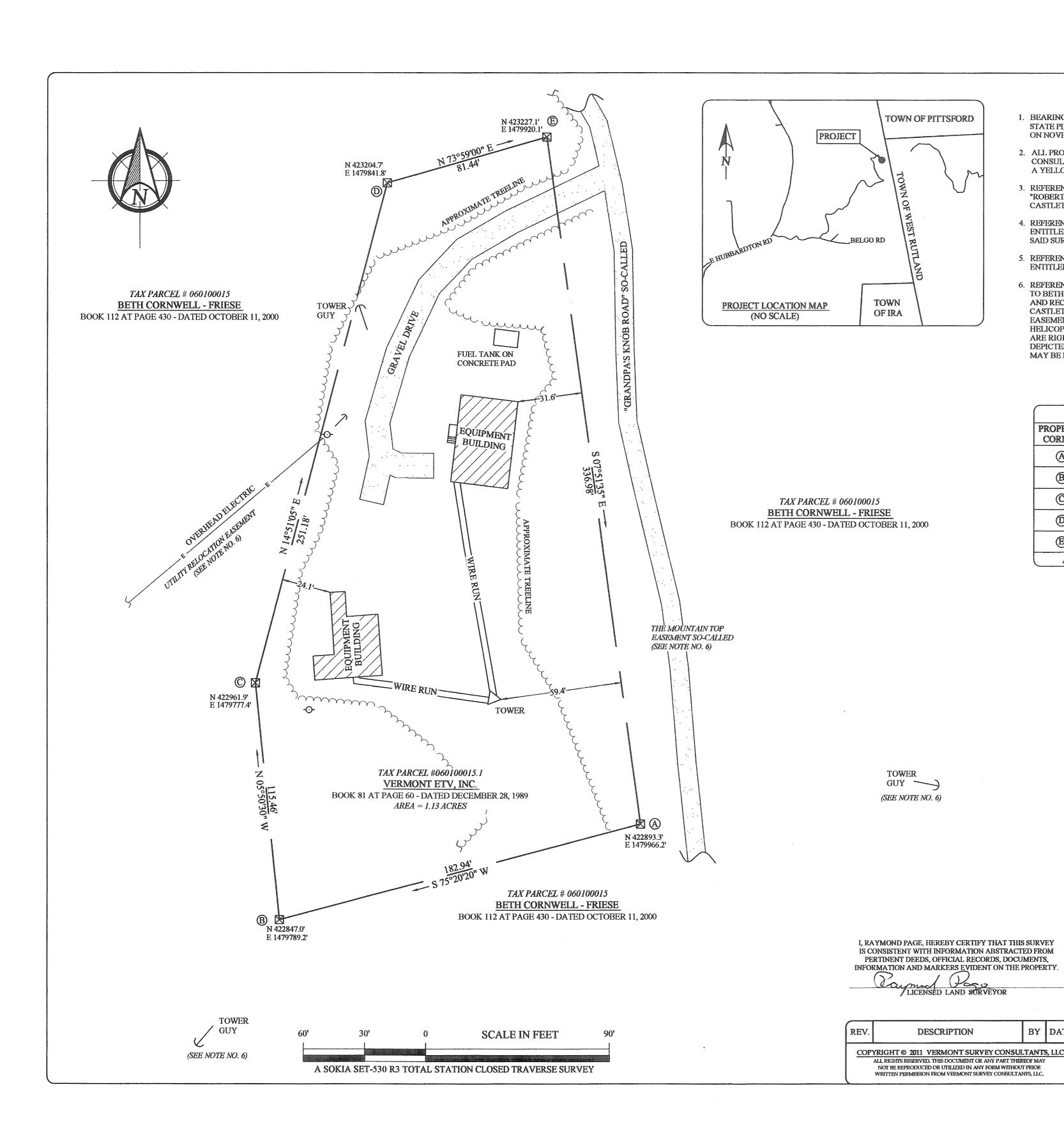
EXISTING CONDITIONS

REVISIONS								
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	1" 1	2" 1	ス" )					

DRAWN BY: CH G. Pawlowski DRAWING NO.

CHECKED BY: DATE: PROJECTION 11/28/2011 3

V - 101



#### NOTES

- BEARINGS AND COORDINATES AS DEPICTED ON THIS PLAT ARE WITH RESPECT TO THE VERMONT STATE PLANE COORDINATE SYSTEM (GRID NORTH) AND ARE BASED UPON GPS OBSERVATIONS MADE ON NOVEMBER 1, 2011.
- ALL PROPERTY OR BOUNDARY CORNERS ESTABLISHED OR RE-ESTABLISHED BY VERMONT SURVEY CONSULTANTS, LLC HAVE BEEN MONUMENTED WITH A 5/8" x 40" LONG IRON PIN, PAINTED RED WITH A YELLOW CAP SCRIBED "VSC LLC - VT 723 NH 966".
- 3. REFERENCE IS MADE TO A SURVEY PLAT PREPARED BY: ROBERTS & FRANZONI, INC., ENTITLED: "ROBERT B. & DORIS C. CORNWELL PROPERTY, OFF GRANDPA'S KNOB ROAD TOWN HIGHWAY NO. 30, CASTLETON, VERMONT", DATED: JUNE 1990.
- 4. REFERENCE IS MADE TO A SURVEY PLAT PREPARED BY: YOUNG AND HEMENWAY ENGINEERS, ENTITLED: "PLAN OF LAND, GRANDPA'S KNOB, CASTLETON, VERMONT", DATED: SEPTEMBER 1966. SAID SURVEY WAS NOT FOUND OF RECORD AT THE TOWN OF CASTLETON CLERK'S OFFICE.
- 5. REFERENCE IS MADE TO A PLAN PREPARED BY: CENTRAL VERMONT PUBLIC SERVICE CORPORATION, ENTITLED: "GRANDPA'S KNOB PROPERTY, CASTLETON, VT".
- 6. REFERENCE IS MADE TO THE EASEMENT DEEDS FROM DORIS C. CORNWELL (PREDECESSOR IN TITLE TO BETH-CORNWELL-FRIESE) TO VERMONT ETV, INC. SAID DEEDS ARE DATED 8/31/1993 AND 5/10/1983 AND RECORDED IN BK. 89 AT PG. 201 AND BK. 88 AT PG. 115 OF THE LAND RECORDS IN THE TOWN OF CASTLETON, VT. THE EASEMENTS GRANTED BY THE ABOVE DEEDS INCLUDE "THE PARKING EASEMENT", "THE MOUNTAINTOP EASEMENT, "THE UTILITY RELOCATION EASEMENT", "TEMPORARY HELICOPTER LANDING SITE", & "TEMPORARY PARKING AT A LOG LANDING SITE". ALSO INCLUDED ARE RIGHTS TO MAINTAIN TOWER GUYS AND WIRES. WHEN POSSIBLE THESE EASEMENTS ARE DEPICTED HEREON. HOWEVER, THIS SURVEY DOES NOT PURPORT TO DEPICT ALL EASEMENTS THAT MAY BE RELATED TO THE SUBJECT PROPERTY.

MONUMENT SCHEDULE							
PROPERTY CORNER	MONUMENT	GRADE RELATIONSHIP	EXISTING/ SET	REMARKS			
A	4" x 4" MARBLE MONUMENT	ABOVE 9"	EXISTING	WITNESSED BY SURVEY MARKER POST			
B	4" x 4" MARBLE MONUMENT	ABOVE 8"	EXISTING	WITNESSED BY SURVEY MARKER POST			
©	4" x 4" MARBLE MONUMENT	ABOVE 4"	EXISTING	WITNESSED BY SURVEY MARKER POST			
(D)	4" x 4" MARBLE MONUMENT	ABOVE 6"	EXISTING	WITNESSED BY SURVEY MARKER POST			
Œ)	4" x 4" MARBLE MONUMENT	ABOVE 2"	EXISTING	WITNESSED BY SURVEY MARKER POST			
ADDI	TIONAL MONUME	NTATION USED IN	THIS SURVEY	IS OFF LOCUS.			

LEC	GEND
MARBLE MONUMENT	X
IRON PIPE/PIN (SET)	<u> </u>
UNMONUMENTED POINT	
PROPERTY LINE	$\longrightarrow$ P <sub>L</sub>
R.O.W. LINE	——— — ————————————————————————————————
GRAVEL SURFACE	
GUY WIRE	$\leftarrow$
UTILITY POLE	-0-

PROPERTY OWNERSHIP SCHEDULE

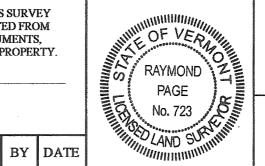
TAX PARCEL #
060100015

BETH CORNWELL-FRIESE
67 BEACHCREST DRIVE
BURLINGTON, VT 05401

TAX PARCEL #
060100015.1

VERMONT ETV, INC.
88 ETHAN ALLEN AVENUE
COLCHESTER, VT 05446

THIS SURVEY WAS PREPARED FOR AND CERTIFIED TO AES NORTHEAST, PLLC.



## VERMONT SURVEY CONSULTANTS LLC

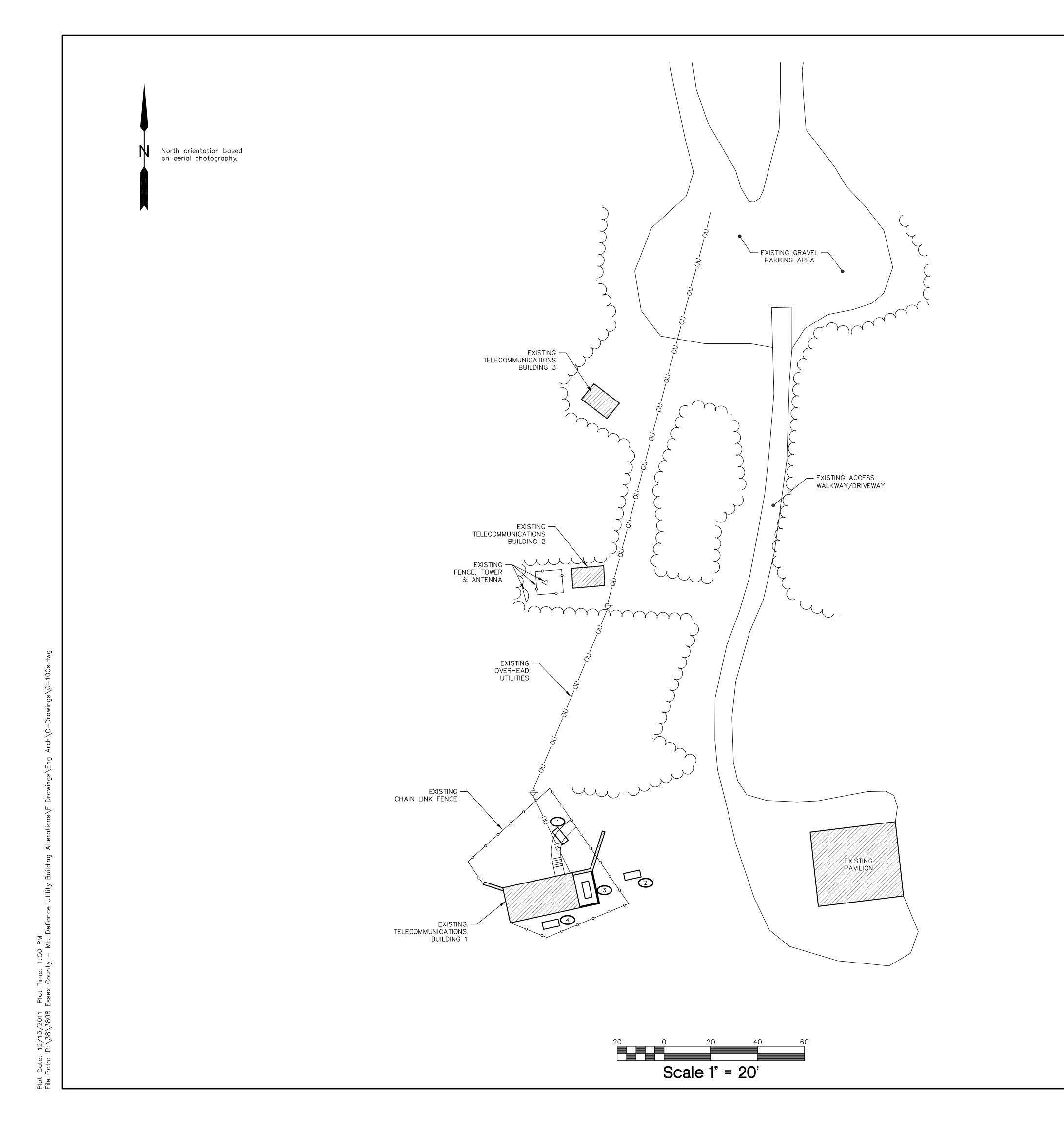
69 GROVE STREET RUTLAND, VERMONT 05701 (802) 773-2210

BOUNDARY SURVEY
VERMONT ETV, INC. PROPERTY
GRANDPA'S KNOB ROAD SO-CALLED
TOWN OF CASTLETON - COUNTY OF RUTLAND

STATE OF VERMONT

NOT VALID UNTIL SEALED 
 PROJ. NO: 2011-45
 DRAWN BY: RHP

 SCALE: 1" = 30 FT.
 DATE: NOVEMBER 3, 2011
 SHEET 1 OF 1





Architecture, Engineering, and Land Surveying Northeast, PLLC 10 -12 City Hall Place, Plattsburgh, NY 12901 Phone: (518) 561-1598 Fax: (518) 561-1990 © Copyright 2011 AES Northeast, PLLC, All Rights Reserved

NOTE: IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A

ARCHITECT - ENGINEER - LAND SURVEYOR

#### GENERAL NOTES:

SPECIFIC DESCRIPTION OF THE ALTERATION.

1. THIS SITE PLAN IS TO BE USED FOR DESIGN DISCUSSION PURPOSES ONLY. ALL SITE FEATURES, UTILITIES, BUILDING AND ROAD LOCATIONS WERE TRACED FROM AERIAL PHOTOGRAPHY. A FIELD SURVEY WAS NOT PERFORMED. DO NOT USE FOR CONSTRUCTION.

#### DRAWING NOTES:

- 1 GENERATOR LOCATION OPTION 1 (RECOMMENDED)
- 2 GENERATOR LOCATION OPTION 2
- 3 GENERATOR LOCATION OPTION 3
- 4 GENERATOR LOCATION OPTION 4

PROJECT TITLE:

ESSEX COUNTY

#### MOUNT DEFIANCE TELECOMMUNICATIONS BUILDING 1 ALTERATIONS

TICONDEROGA, NEW YORK

DRAWING TITLE:

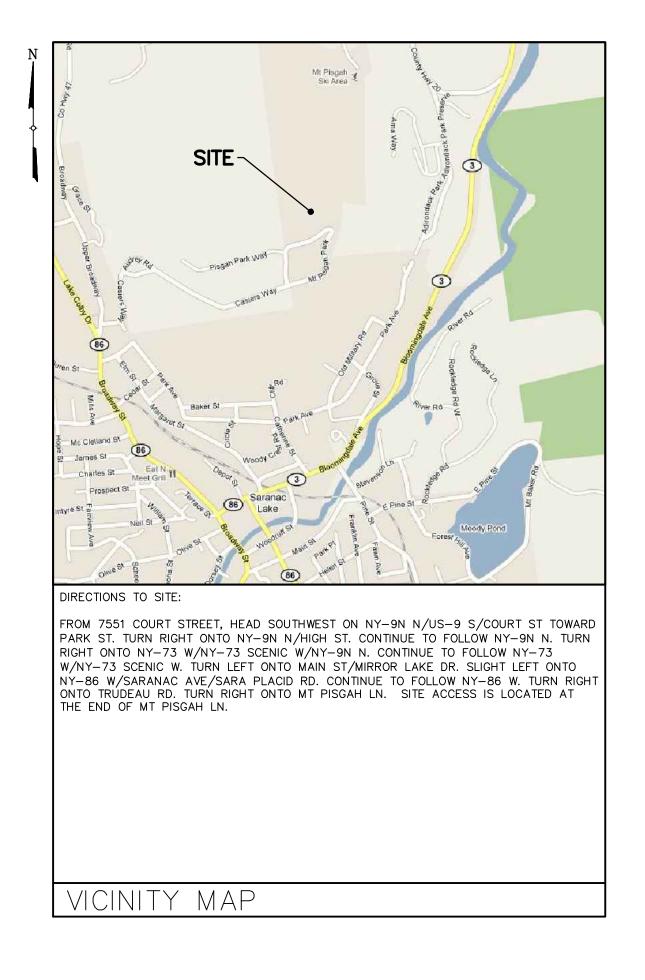
#### SCHEMATIC DESIGN SITE PLAN

REVISIONS DATE (MM/DD/YYYY) NO. DESCRIPTION DATE: 12/01/2011

C - 101

# ESSEX COUNTY PUBLIC SAFETY REMOTE COMMUNICATIONS PROJECT

## SITE NAME: MOUNT PISGAH



SITE ADDRESS:	SUMMIT OF MOUNT PISGAH SKI AREA SARANAC LAKE, NY 12983								
MUNICIPALITY:	TOWN OF SAINT ARMAND								
COUNTY:	ESSEX								
TAX MAP NUMBER:	32.029-1-26.00								
TOWER COORDINATES:	N 44° 20' 28" W 74° 07' 41"								
GROUND ELEVATION:	2092±' AMSL								
PROPERTY OWNER:	HARRIS CORPORATION 1025 WEST NASA BLVD MELBOURNE, FL 32919-0001 (321) 727-9100								
APPLICANT:	ESSEX COUNTY 7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932								
CONTACT PERSON:	DONALD JAQUISH DIRECTOR/FIRE COORDINATOR ESSEX COUNTY EMERGENCY SERVICES 702 STOWERSVILLE RD P.O. BOX 30 LEWIS, NY 12950								
CONTACT PHONE:	(518) 873–3901								
PROJECT DESCRIPTION: THE PROPOSED PROJECT CONSISTS OF INSTALLING TWO (2) 6' DISH ANTENNAS, ONE (1) 8' DISH ANTENNA, ONE (1) 19.8' LAND MOBILE RADIO (LMR) WHIP ANTENNA, ONE (1) 5' LMR CORNER REFLECTOR, AND ONE (1) 10' DIPOLE ANTENNA ON EXISTING TOWER AND CONSTRUCTION OF A NEW EQUIPMENT SHELTER. TWO (2) 4' DISH ANTENNAS AND ONE (1) 6' DISH ANTENNA WILL BE REMOVED.									
PROJECT SUMMA	ARY								

MOUNT PISGAH

SITE NAME:

Before You Dig, Drill Or Blast!
Dig Safely. New York
UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION
CALL US TOLL FREE 1-800-962-7962
NY industrial code rule 753 requires no less than two working days notice, but not more than ten days notice.
DIG SAFELY - NEW YORK

SHT. NO.	DESCRIPTION	REV NO	REVISIO DATE
T-1	TITLE SHEET	7	4/26/
Z-1	SITE PLAN & NOTES		4 /00 /
Z-1 Z-2	SITE DETAIL PLAN	7 7	4/26/ 4/26/
Z-2 Z-3	ELEVATION & NOTES	7	4/26/
Z-4	SHELTER ELEVATIONS & DETAILS	7	4/26/
SH	EET INDEX		
OF C	SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION CONCERN HAVE BEEN ADDRESSED AND EACH OF THE DRAW ED "FOR CONSTRUCTION"		

DO NOT SCALE DRAWINGS THESE DRAWINGS ARE FORMATTED FOR 24"X36". OTHER SIZED VERSIONS ARE NOT PRINTED TO THE SCALE SHOWN. CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

county CELEBRATING SUPERATING SUP
7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932

Phone: (518) 783-1630

Fax: (518) 783-1544

	PRELIMINARY/CONSTRUCTION	
	RF ENG	DATE:
	EQPT. ENG	DATE:
	OPERATIONS	DATE:
	CONST. MGR	DATE:
	NETWORK ENG	DATE:
	REAL ESTATE	DATE:

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0	7/26/11	FOR COMME	ENT
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2	9/23/11	PER COMME	ENTS
3	12/2/11	REVISED SH	HELTER
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5	2/13/12	PER COMME	ENTS
6	4/5/12	PER COMME	ENTS
7	4/26/12	PER SURVE	Υ

RELEASED BY	DATE

UNAUTHORIZED ALTERATION OR ADDITIONS TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION

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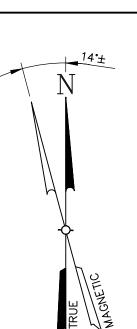
ORIGINAL SIZE IN INCHES SITE INFORMATION

MOUNT PISGAH SUMMIT OF MOUNT PISGAH SKI AREA TOWN OF SAINT ARMAND ESSEX COUNTY NY 12983

SHEET TITLE

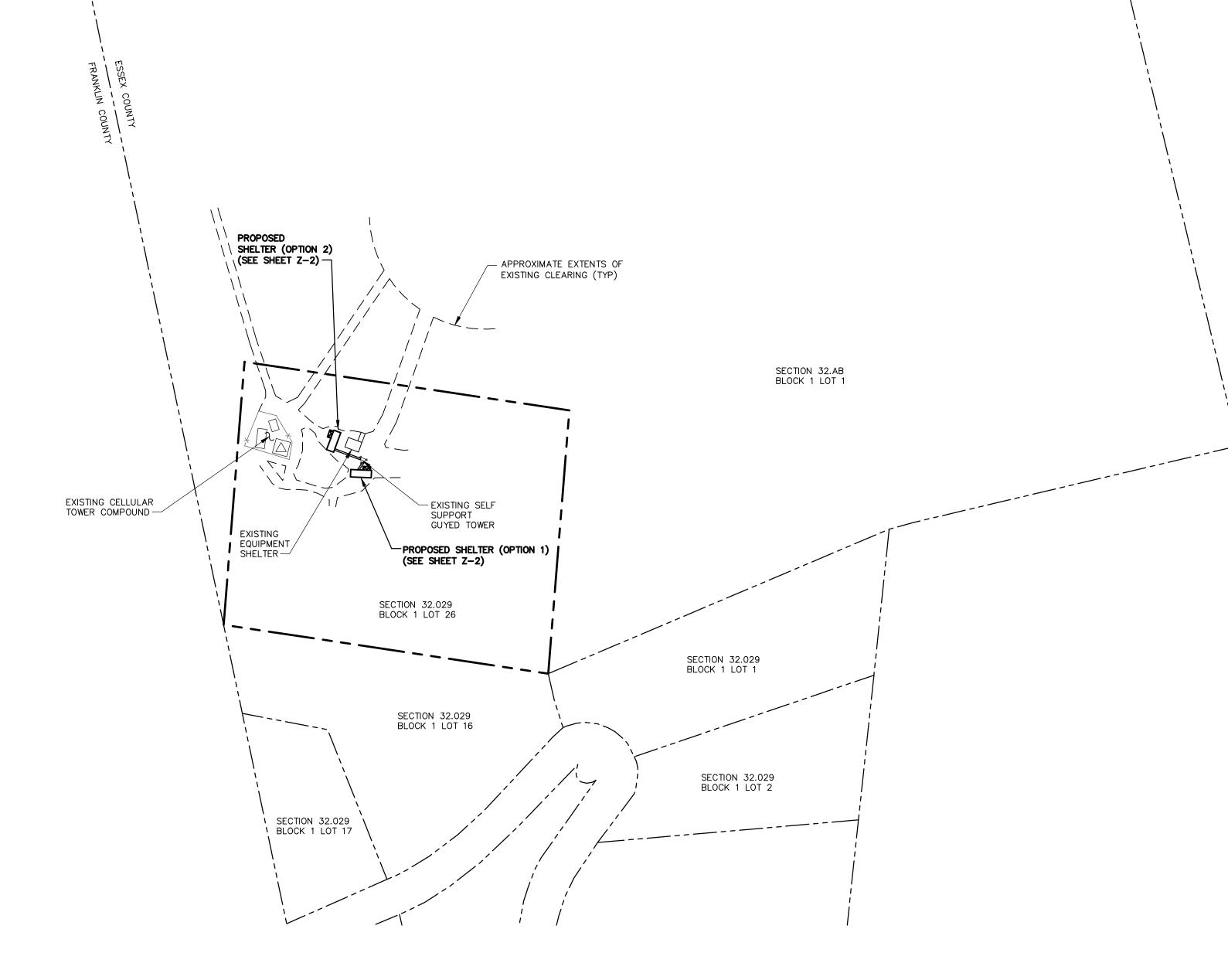
TITLE SHEET

SHEET NUMBER



NORTH ORIENTATION

NORTH ORIENTATION ESTABLISHED BY COMPASS



#### NOTE:

SITE BOUNDARY, ACCESS EASEMENT AND LEASE AREA ESTABLISHED BY A SITE WALK PERFORMED BY TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C., ON 7/21/11.



#### GENERAL NOTES

- 1. THIS PROJECT IS THE INSTALLATION OF AN UNMANNED PUBLIC SAFETY WIRELESS COMMUNICATION FACILITY.
- 2. THE PROPOSED DEVELOPMENT IS UNMANNED AND DOES NOT REQUIRE A
- MEANS OF WATER SUPPLY, SEWAGE DISPOSAL, OR HANDICAPPED ACCESS.

  3. THE PROPOSED DEVELOPMENT IS MINIMAL, WILL CREATE NEGLIGIBLE ADDITIONAL STORMWATER RUNOFF, AND WILL, THEREFORE, NOT IMPACT
- 4. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE, SOLID WASTE RECEPTACLES, OR PLUMBING.

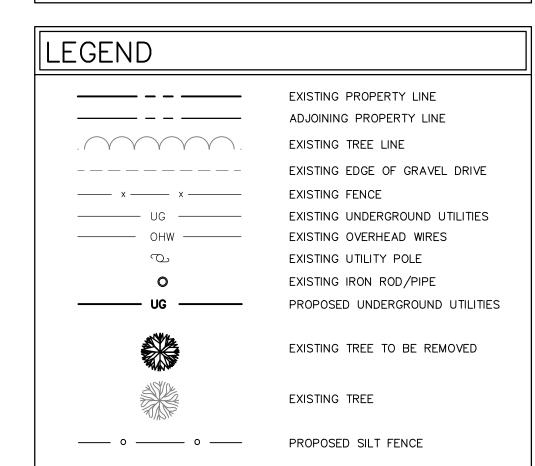
THE EXISTING STORMWATER DRAINAGE SYSTEM.

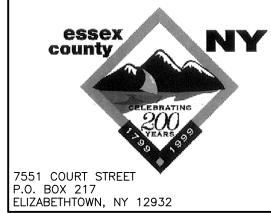
- 5. ADEQUATE PARKING EXISTS FOR ONE VEHICLE FOR MAINTENANCE OR
- EMERGENCY SERVICE.

  6. THERE ARE NO NEW STREETS, CURBS, SIDEWALKS, OR WALKWAYS
- 7. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.

#### SITE NOTES

- 1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
- 2. RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
- 3. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE EQUIPMENT AND TOWER AREAS.
- 4. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW, OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- 5. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
- 6. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
- 7. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH
- 8. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE NEW YORK STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE TOWN.





ECTONIC

TECTONIC Engineering & Surveying Consultants P.C 36 British American Blvd., Suite 101 Latham, NY 12110

Phone: (518) 783-1630
Fax: (518) 783-1544
www.tectonicengineering.com

#### DESIGN APPROVAL

PRELIMINARY/CONSTRUCTION		
RF ENG	DATE:	
EQPT. ENG	DATE:	
OPERATIONS	DATE:	
CONST. MGR	DATE:	
NETWORK ENG	DATE:	
REAL ESTATE	DATE:	

	RK ORDER	
593	2.06	SLL
NO.	DATE	ISSUE
0	7/26/11	FOR COMMENT
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4	12/20/11	FOR ZONING
5	2/13/12	PER COMMENTS
6	4/5/12	PER COMMENTS
7	4/26/12	PER SURVEY

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ORIGINAL SIZE IN INCHES
SITE INFORMATION

MOUNT PISGAH
SUMMIT OF MOUNT
PISGAH SKI AREA
TOWN OF SAINT ARMAND
ESSEX COUNTY
NY 12983

SHEET TITLE

SITE PLAN & NOTES

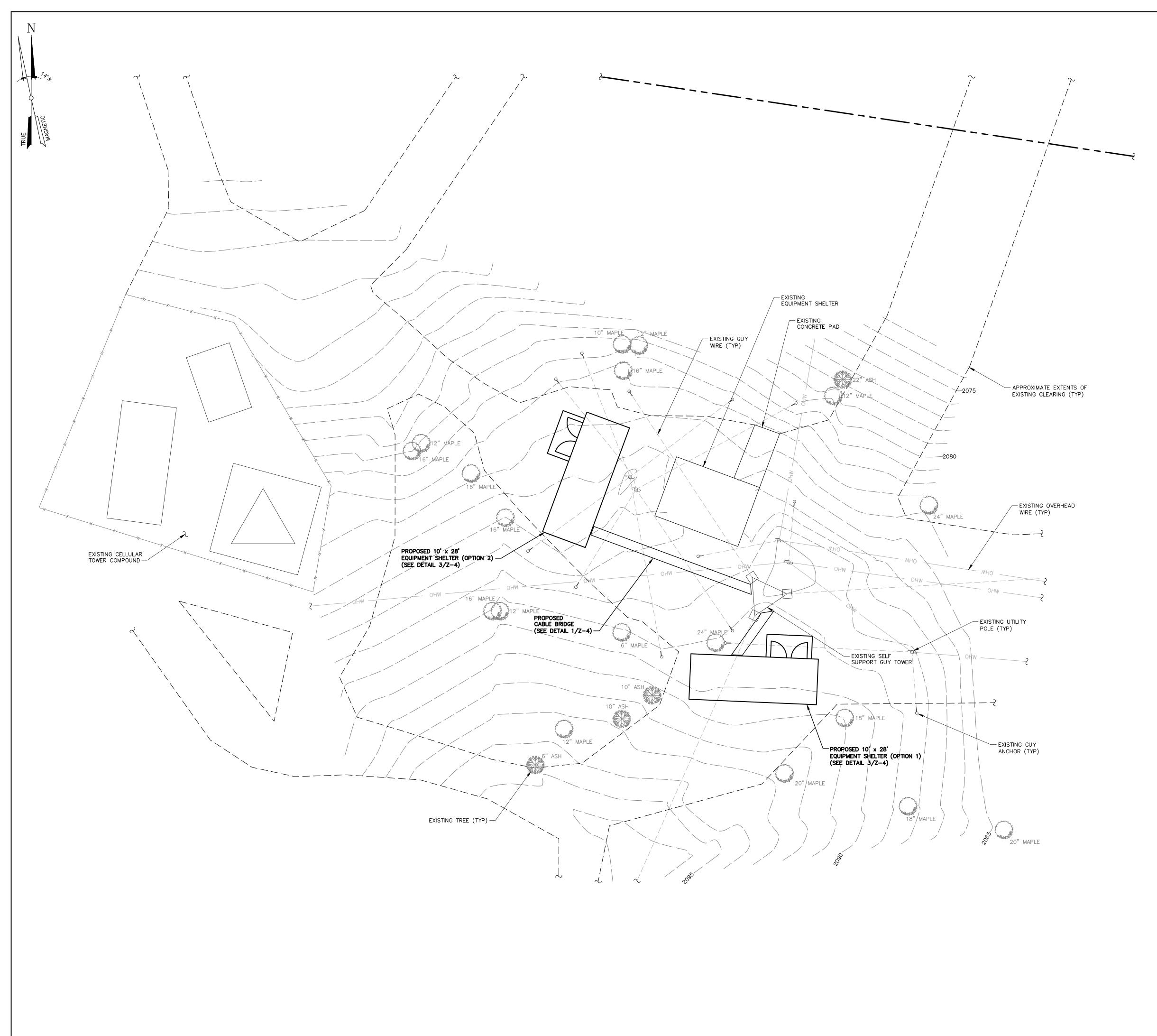
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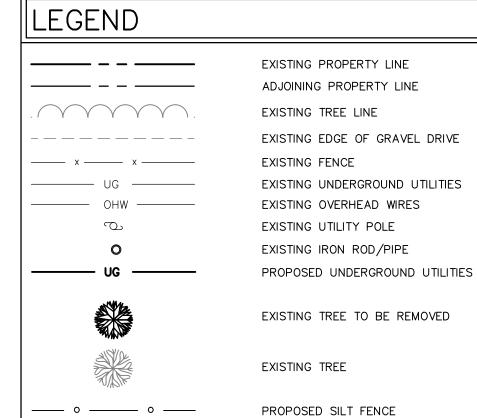
Z-1

 CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR TO EXCAVATION AT SITE

UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS

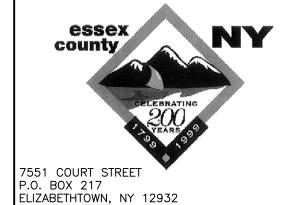
CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION
 ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND





#### NOTE

- 1. NO TREES ARE BEING REMOVED AS PART OF THIS PROJECT.
- 2. A NEW 35KVa GENERATOR WILL BE INSTALLED IN THE PROPOSED EQUIPMENT SHELTER.
- 3. A TOPOGRAPHICAL SURVEY WAS NOT PERFORMED AT THIS SITE. THE EXISTING GRADE AT THE PROPOSED SHELTER LOCATION SHOULD BE VERIFIED/SURVEYED PRIOR TO THE DESIGN OF THE SHELTER FOUNDATION.



TECTONIC

TECTONIC Engineering & Surveying Consultants P.C 36 British American Blvd., Suite 101
Latham, NY 12110
Phone: (518) 783-1630
Fax: (518) 783-1544

DESIGN APPROVAL

www.tectonicengineering.com

REAL ESTATE	DATE:
NETWORK ENG	DATE:
CONST. MGR	DATE:
OPERATIONS	DATE:
EQPT. ENG	DATE:
RF ENG	DATE:
PRELIMINARY/CONSTRUCTION	

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ORIGINAL SIZE IN INCHES
SITE INFORMATION

MOUNT PISGAH
SUMMIT OF MOUNT
PISGAH SKI AREA
TOWN OF SAINT ARMAND
ESSEX COUNTY
NY 12983

SHEET TITLE

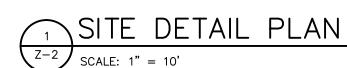
SITE DETAIL PLAN

SHEET NUMBER

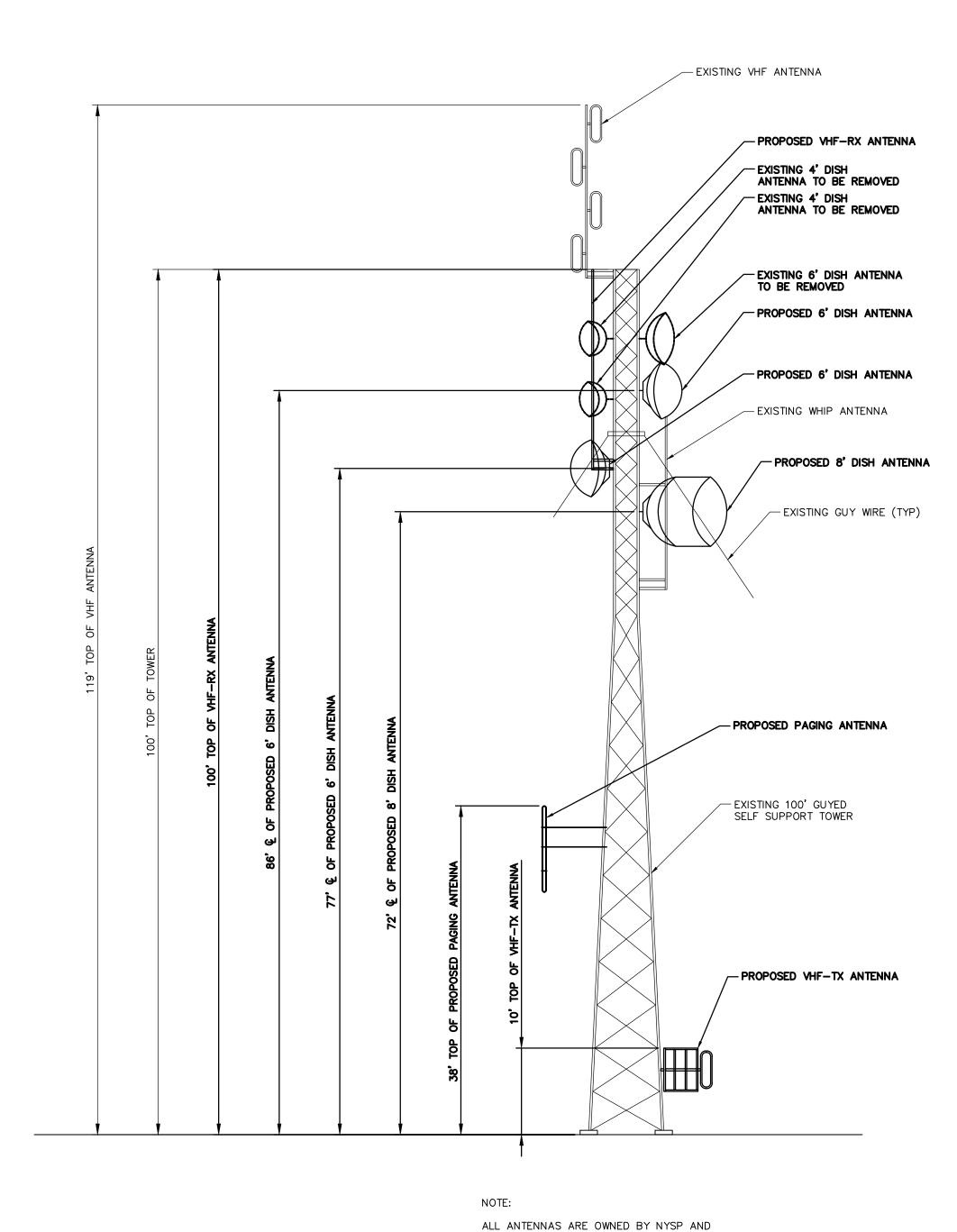
**Z-2** 

NOTE

SITE BOUNDARY, ACCESS EASEMENT AND LEASE AREA ESTABLISHED BY A SITE WALK PERFORMED BY TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C., ON 7/21/11 AND A PARTIAL SURVEY PERFORMED BY TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C. ON 4/19/12.



- CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR TO EXCAVATION AT SITE
- CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION
- ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS



ESSEX COUNTY EMERGENCY SERVICES.

ANTENNA AND TRANSMISSION LINE SCHEDULE LEG ANTENNA ANTENNA DATA AZIMUTH ANTENNA Ç TRANSMISSION HEIGHT (AGL) LINE NORTH 54° 09' 00.18" 8' DISH RFS MICROWAVE ANTENNA DA8-59A 72**'**± RFS E60 NORTH VHF-TX SINCLAIR VHF-TX (SD210R) ANTENNA 22' 00' 00.00" 10**'**± LDF-4 SOUTH 137° 50' 13.07" 6' DISH RFS MICROWAVE ANTENNA PAD6-59B 77**'**± RFS E60 SOUTH VHF-RX SINCLAIR VHF-RX (SC229) ANTENNA N/A 100'± TIP LDF-4 SOUTH 6' DISH RFS MICROWAVE ANTENNA PAD6-59B 234° 09' 01.57" 86'± RFS E60 LDF-4 EAST PAGING ANTENNA 38'± TIP SD110-SF2PASNM LOW-BAND DIPOLE N/A

NOTE:

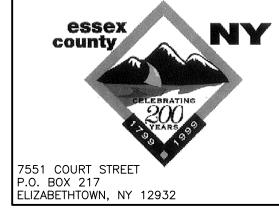
ANTENNA AND COAXIAL SCHEDULE BASED ON AN RF ANTENNA DESIGN SHEET-DATA RECEIVED FROM ESSEX COUNTY.

#### ANTENNA MOUNTING NOTES

- THE DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO
   ANSI/TIA/EIA-222-F-1996 "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND
   ANTENNA SUPPORTING STRUCTURES", THE BUILDING CODE OF NEW YORK STATE (CURRENT
   EDITION) AND ALL OTHER APPLICABLE LOCAL, STATE, AND FEDERAL CODES.
   ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH
- ASTM A123 "ZINC (HOT—DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
- 3. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC—COATING (HOT—DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
- DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
- 5. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- 6. DESIGN OF THE ANTENNA MOUNTING BRACKETS, SUPPORTS, AND ALL COMPONENTS THEREOF AND ATTACHMENT THERETO SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER. MANUFACTURER SHALL PROVIDE THE OWNER DRAWINGS DETAILING ALL COMPONENTS OF THE ASSEMBLY, INCLUDING CONNECTIONS, DESIGN LOADS, AND ALL OTHER PERTINENT DATA. MANUFACTURER SHALL ALSO PROVIDE THE OWNER WITH A STATEMENT OF COMPLIANCE, INDICATING THAT THE ANTENNA SUPPORTS HAVE BEEN DESIGNED IN ACCORDANCE WITH ANSI/TIA/EIA-222-F-1996 STANDARDS. ALL SUBMISSIONS SHALL BEAR THE SIGNATURE AND SEAL OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.

#### STRUCTURAL NOTES

- 1. ALL WORK SHALL CONFORM TO ANSI/TIA/EIA-222-F-1996 "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES", THE BUILDING CODE OF NEW YORK STATE (CURRENT EDITION) AND ALL OTHER APPLICABLE LOCAL, STATE, AND FEDERAL CODES.
- REFER TO "STRUCTURAL ANALYSIS REPORT, 100' SST/GUYED TOWER, MOUNT PISGAH, VILLAGE OF SARANAC LAKE, NEW YORK" PREPARED BY NORTH WOODS ENGINEERING PLLC DATED APRIL 18, 2011.





TECTONIC Engineering & Surveying Consultants P.C 36 British American Blvd., Suite 101
Latham, NY 12110
Phone: (518) 783-1630

DESIGN APPROVAL

Fax: (518) 783-1544
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DESIGN AFFROVAL				
PRELIMINARY/CONSTRUCTION				
RF ENG	DATE:			
EQPT. ENG	DATE:			
OPERATIONS	DATE:			
CONST. MGR	DATE:			
NETWORK ENG	DATE:			
REAL ESTATE	DATE:			

NO.	DATE	ISSUE
0	7/26/11	FOR COMMENT
1	9/16/11	PER COMMENTS
2	9/23/11	PER COMMENTS
3	12/2/11	REVISED SHELTER
4	12/20/11	FOR ZONING
5	2/13/12	PER COMMENTS
6	4/5/12	PER COMMENTS
7	4/26/12	PER SURVEY

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ORIGINAL SIZE IN INCHES
SITE INFORMATION

MOUNT PISGAH
SUMMIT OF MOUNT
PISGAH SKI AREA
TOWN OF SAINT ARMAND
ESSEX COUNTY
NY 12983

SHEET TITLE

| | ELEVATION & NOTES

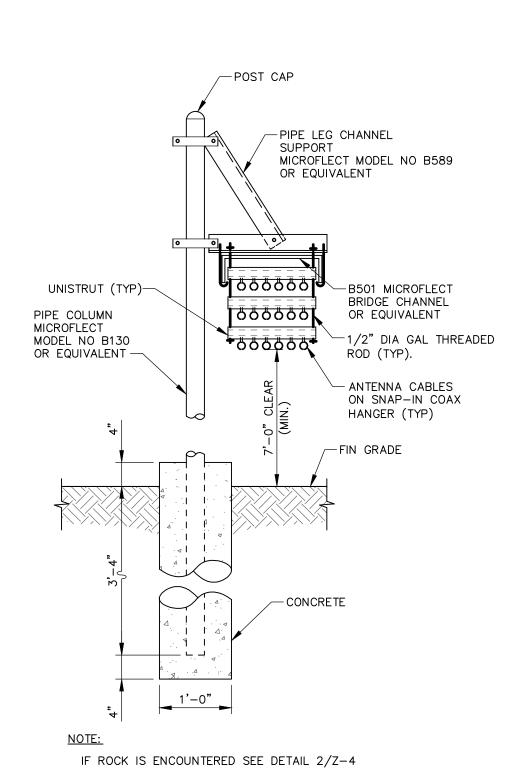
SHEET NUMBER

**Z-3** 

 CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR TO EXCAVATION AT SITE
 CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UNDERGROUND

ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS

UTILITIES PRIOR TO EXCAVATION

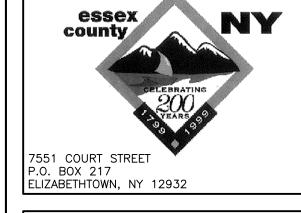


CABLE BRIDGE

SCALE: 3/4" = 1'-0"

#### SHELTER NOTES

- 1. THE VENDOR SHALL PROVIDE A PREFABRICATED SHELTER AT EACH SITE IDENTIFIED TO HOUSE THE PROPOSED EQUIPMENT. EACH SHELTER SHALL BE ONE—STORY AND THE EXTERIOR FINISH OF EACH SHELTER SHALL BE A NEUTRAL, EARTH TONE COLOR THAT COMPLIES WITH ADIRONDACK PARK AGENCY (APA) REQUIREMENTS.
- 2. THE EQUIPMENT SHELTER SHALL BE PREFABRICATED OF CONCRETE/FIBERGLASS CONSTRUCTION.
- 3. A TOPOGRAPHICAL SURVEY WAS NOT PERFORMED AT THIS SITE. THE EXISTING GRADE AT THE PROPOSED SHELTER LOCATION SHOULD BE VERIFIED/SURVEYED PRIOR TO THE DESIGN OF THE SHELTER FOUNDATION.



TECTONIC

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Fax: (518) 783-1544

#### DESIGN APPROVAL

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PRELIMINARY/CONSTRUCTION	
RF ENG	DATE:
EQPT. ENG	DATE:
OPERATIONS	DATE:
CONST. MGR	DATE:
NETWORK ENG	DATE:
REAL ESTATE	DATE:

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3	12/2/11	REVISED SH	HELTER
4	12/20/11	FOR ZONIN	G
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6	4/5/12	PER COMMI	ENTS
7	4/26/12	PER SURVE	:Y

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SURVEYOR IS A VIOLATION OF SECTION 7209
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LAW.

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SEAL OR ORIGINAL STAMP IN BLUE OR RED INK OF
THE PROFESSIONAL ENGINEER OR LAND SURVEYOR
SHALL NOT BE CONSIDERED VALID COPIES.

ORIGINAL SIZE IN INCHES

SITE INFORMATION

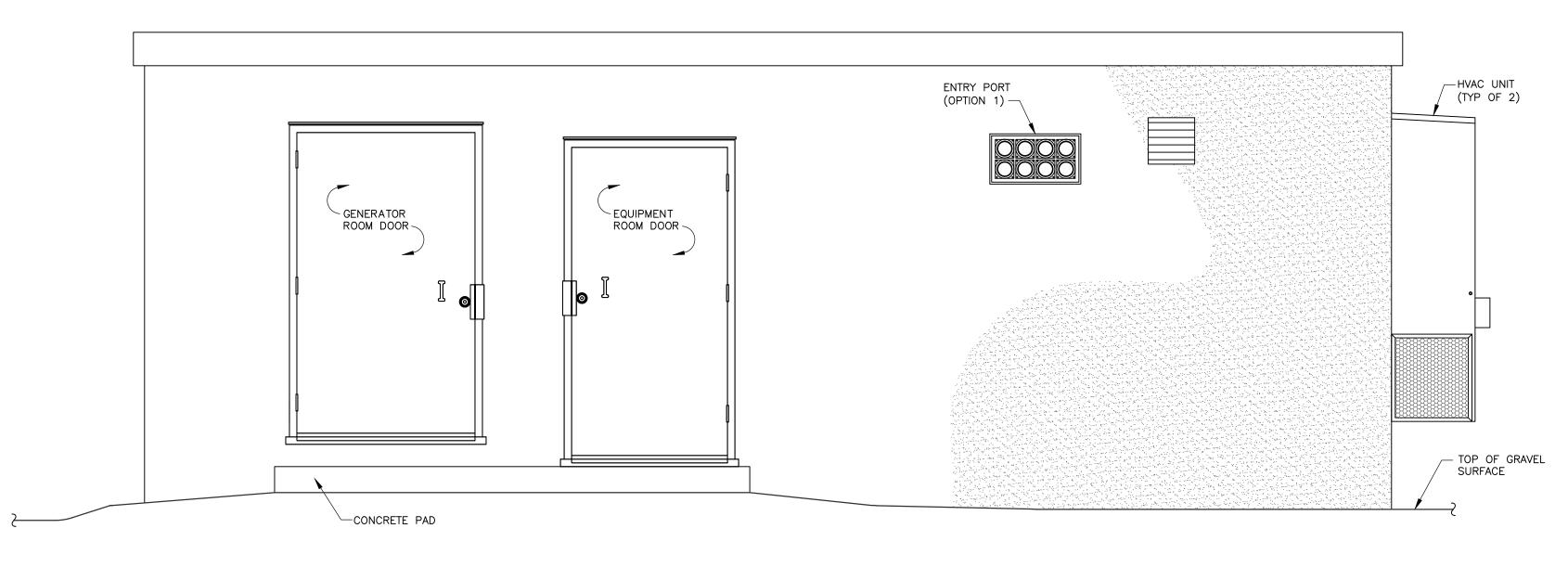
MOUNT PISGAH
SUMMIT OF MOUNT
PISGAH SKI AREA
TOWN OF SAINT ARMAND
ESSEX COUNTY
NY 12983

SHEET TITLE

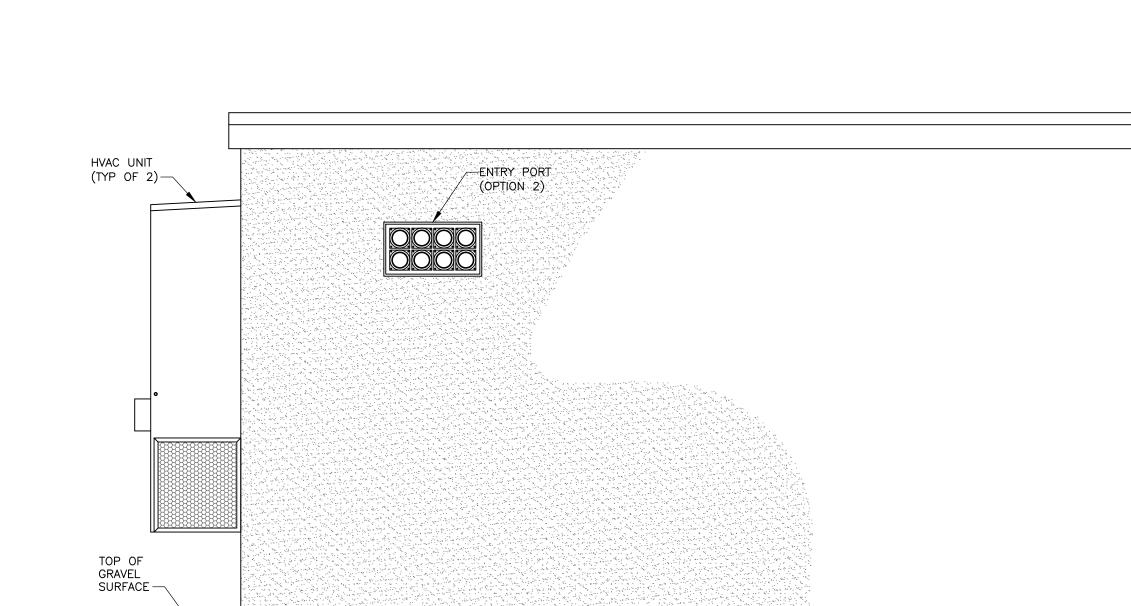
SHELTER ELEVATION & DETAILS

SHEET NUMBER

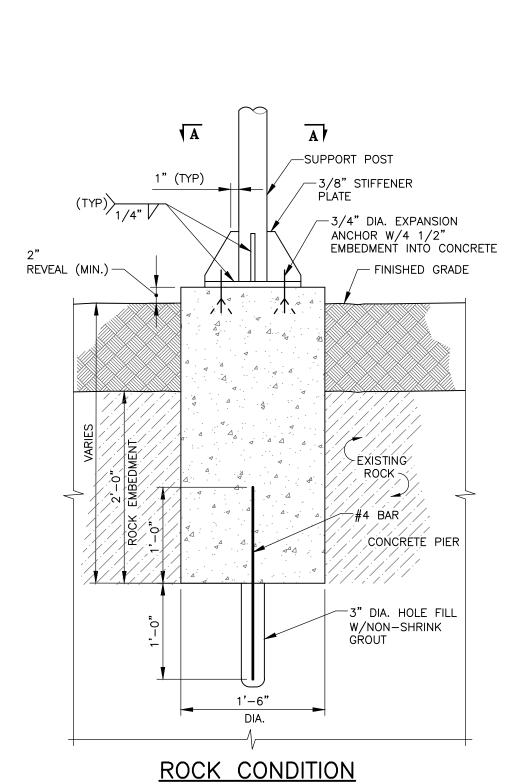
**Z-4** 

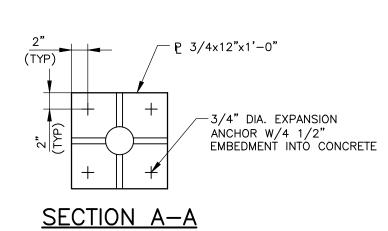


SHELTER FRONT ELEVATION







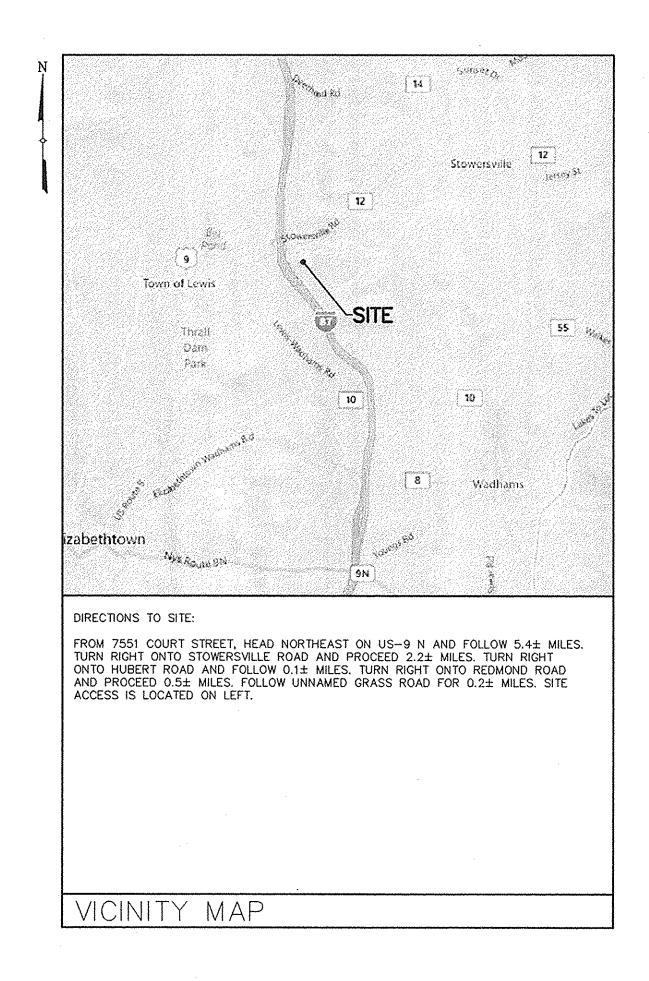


POST CONNECTION

SCALE: 1'' = 1'-0''

# ESSEX COUNTY PUBLIC SAFETY REMOTE COMMUNICATIONS PROJECT

# SITE NAME: SADDLE HILL



SITE NAME:	SADDLE HILL		
SITE ADDRESS:	25 CHRISTMAS TREE LANE LEWIS, NY 12950		
MUNICIPALITY:	TOWN OF LEWIS		
COUNTY:	ESSEX COUNTY		
TAX MAP NUMBER:	47.2-1-63.110		
PROPOSED TOWER COORDINATES:	N 44' 16' 50.31" W 73' 31' 36.32"		
GROUND ELEVATION:	664.2'± AMSL		
PROPERTY OWNER:	IOLA C. COLLINSON P.O. BOX 116 LEWIS, NY 12950		
APPLICANT:	ESSEX COUNTY 7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932		
CONTACT PERSON:	DONALD JAQUISH DIRECTOR/FIRE COORDINATOR ESSEX COUNTY EMERGENCY SERVICES 702 STOWERSVILLE RD P.O. BOX 30 LEWIS, NY 12950		
CONTACT PHONE:	(518) 873–3901		
PROJECT DESCRIPTION: THE PROPOSED PROJECT CONSISTS ANTENNA ON A PROPOSED SELF SU	OF INSTALLING A PROPOSED REFLECTOR IPPORTING TOWER.		
PROJECT SUMM	ARY		
	ou Dig, Drill Or Blast!		
Dig Safely. New York			

UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION

CALL US TOLL FREE 1-800-962-7962

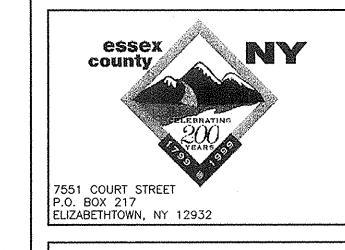
NY industrial code rule 753 requires no less than two

DIG SAFELY - NEW YORK

working days notice, but not more than ten days notice.

SHT. NO.	DESCRIPTION	REV NO	REVISION DATE
T-1	TITLE SHEET	5	5/2/12
SU-1	PARTIAL TOPOGRAPHIC SURVEY	0	7/29/11
SB-1	SETBACK PLAN	5	5/2/12
TP-1	TREE REMOVAL PLAN	5	5/2/12
TP-2	TREE REMOVAL PLAN	5	5/2/12
Z-1	SITE PLAN & NOTES	5	5/2/12
Z-2	GRADING, EROSION & SEDIMENT CONTROL PLAN	5	5/2/12
Z-2A	ROAD PROFILE	5	5/2/12
Z-3	ELEVATION, DETAILS & NOTES	5	5/2/12
Z-4	EROSION & SEDIMENT CONTROL DETAILS & NOTES	5	5/2/12
Z-5	DETAILS & NOTES	5	5/2/12
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SH	EET INDEX		
OF C	SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DO CONCERN HAVE BEEN ADDRESSED AND EACH OF THE DRAWINGS ED "FOR CONSTRUCTION"	CUMENTS UNTIL A HAS BEEN REVIS	LL ITEMS ED AND

THESE DRAWINGS ARE FORMATTED FOR 24"X36". OTHER SIZED VERSIONS ARE NOT PRINTED TO THE SCALE SHOWN. CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



TECTONIC

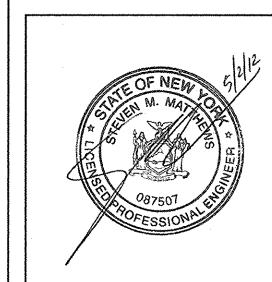
TECTONIC Engineering & Surveying Consultants
36 British American Bivd., Suite 101
Latham, NY 12110
Phone: (518) 783-1630
Fax: (518) 783-1544

#### DESIGN APPROV

PRELIMINARY/CONSTRUCT	TION
RF ENG.	DATE:
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OPERATIONS	DATE:
CONST. MGR.	DATE:
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UNAUTHORIZED ALTERATION OR ADDITIONS TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

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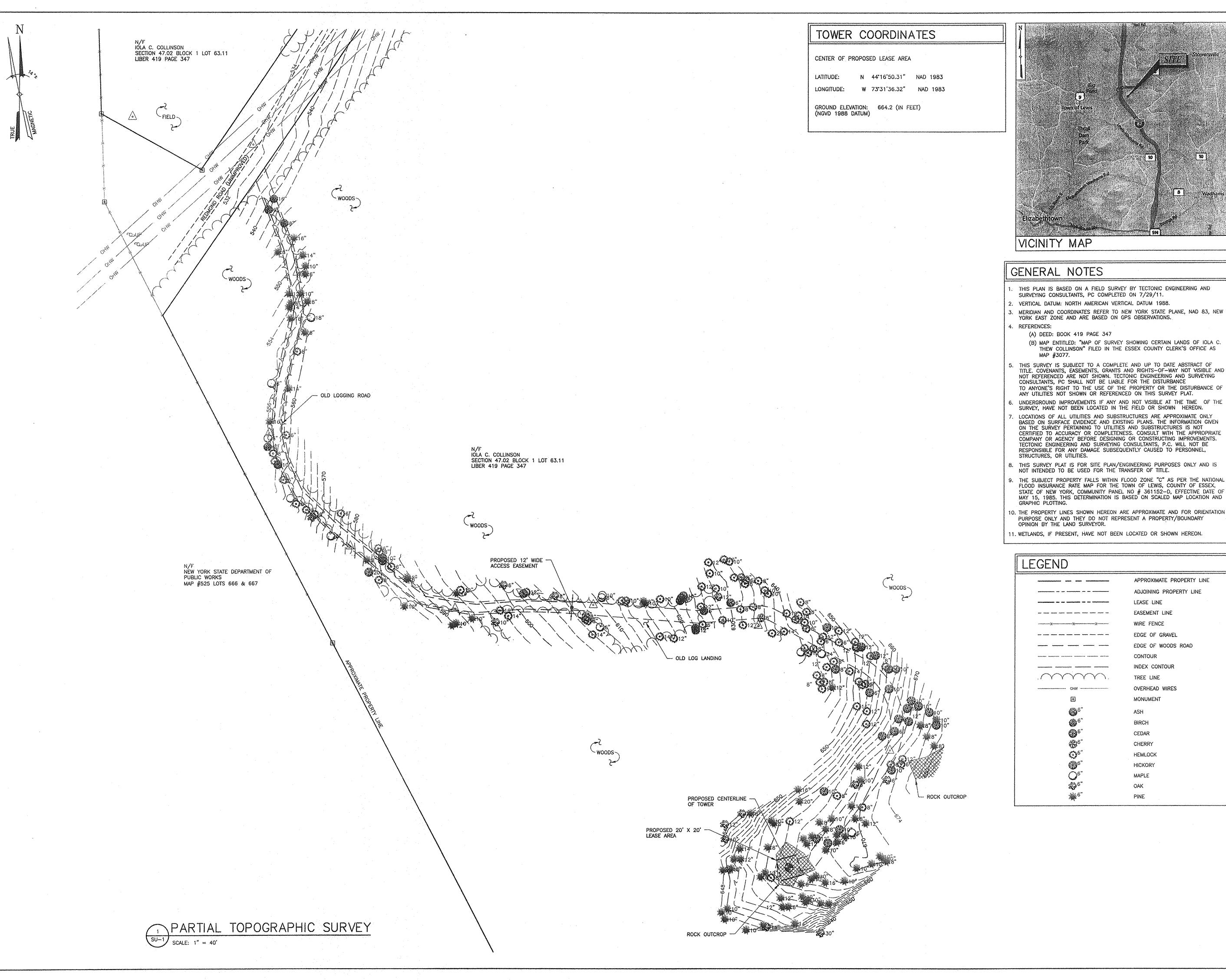
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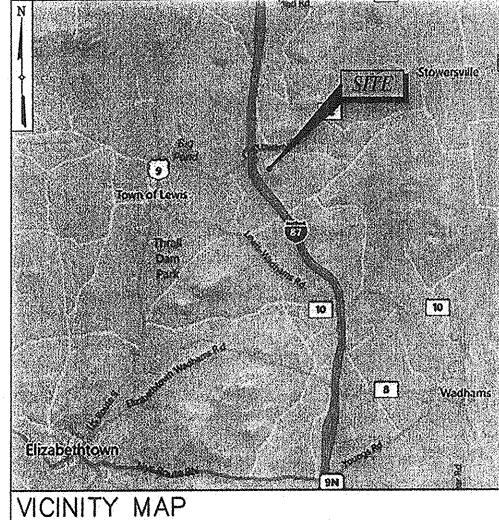
SADDLE HILL
25 CHRISTMAS TREE LN
TOWN OF LEWIS
ESSEX COUNTY
NY 12950

SHEET TITLE

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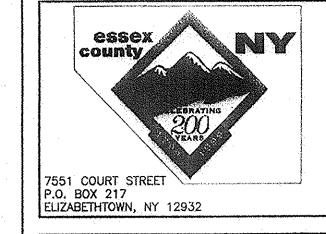




#### GENERAL NOTES

- THIS PLAN IS BASED ON A FIELD SURVEY BY TECTONIC ENGINEERING AND SURVEYING CONSULTANTS, PC COMPLETED ON 7/29/11.
- . VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM 1988.
- 3. MERIDIAN AND COORDINATES REFER TO NEW YORK STATE PLANE, NAD 83, NEW YORK EAST ZONE AND ARE BASED ON GPS OBSERVATIONS. 4. REFERENCES:
- (A) DEED: BOOK 419 PAGE 347
- (B) MAP ENTITLED: "MAP OF SURVEY SHOWING CERTAIN LANDS OF IOLA C. THEW COLLINSON" FILED IN THE ESSEX COUNTY CLERK'S OFFICE AS
- 5. THIS SURVEY IS SUBJECT TO A COMPLETE AND UP TO DATE ABSTRACT OF TITLE. COVENANTS, EASEMENTS, GRANTS AND RIGHTS-OF-WAY NOT VISIBLE AND NOT REFERENCED ARE NOT SHOWN. TECTONIC ENGINEERING AND SURVEYING CONSULTANTS, PC SHALL NOT BE LIABLE FOR THE DISTURBANCE TO ANYONE'S RIGHT TO THE USE OF THE PROPERTY OR THE DISTURBANCE OF ANY UTILITIES NOT SHOWN OR REFERENCED ON THIS SURVEY PLAT.
- UNDERGROUND IMPROVEMENTS IF ANY AND NOT VISIBLE AT THE TIME OF THE SURVEY, HAVE NOT BEEN LOCATED IN THE FIELD OR SHOWN HEREON.
- LOCATIONS OF ALL UTILITIES AND SUBSTRUCTURES ARE APPROXIMATE ONLY BASED ON SURFACE EVIDENCE AND EXISTING PLANS. THE INFORMATION GIVEN ON THE SURVEY PERTAINING TO UTILITIES AND SUBSTRUCTURES IS NOT CERTIFIED TO ACCURACY OR COMPLETENESS. CONSULT WITH THE APPROPRIATE COMPANY OR AGENCY BEFORE DESIGNING OR CONSTRUCTING IMPROVEMENTS. TECTONIC ENGINEERING AND SURVEYING CONSULTANTS, P.C. WILL NOT BE RESPONSIBLE FOR ANY DAMAGE SUBSEQUENTLY CAUSED TO PERSONNEL, STRUCTURES, OR UTILITIES.
- 8. THIS SURVEY PLAT IS FOR SITE PLAN/ENGINEERING PURPOSES ONLY AND IS NOT INTENDED TO BE USED FOR THE TRANSFER OF TITLE.
- FLOOD INSURANCE RATE MAP FOR THE TOWN OF LEWIS, COUNTY OF ESSEX, STATE OF NEW YORK, COMMUNITY PANEL NO # 361152-D, EFFECTIVE DATE OF MAY 15, 1985. THIS DETERMINATION IS BASED ON SCALED MAP LOCATION AND GRAPHIC PLOTTING.
- 10. THE PROPERTY LINES SHOWN HEREON ARE APPROXIMATE AND FOR ORIENTATION PURPOSE ONLY AND THEY DO NOT REPRESENT A PROPERTY/BOUNDARY OPINION BY THE LAND SURVEYOR.
- 11. WETLANDS, IF PRESENT, HAVE NOT BEEN LOCATED OR SHOWN HEREON.

APPROXIMATE PROPERTY LINE ADJOINING PROPERTY LINE LEASE LINE EASEMENT LINE WIRE FENCE EDGE OF GRAVEL EDGE OF WOODS ROAD CONTOUR
LEASE LINE EASEMENT LINE WIRE FENCE EDGE OF GRAVEL EDGE OF WOODS ROAD CONTOUR
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HEMLOCK
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MAPLE
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PLANNING

ENGINEERING

SURVEYING

CONSTRUCTION

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#### DESIGN APPROVAL

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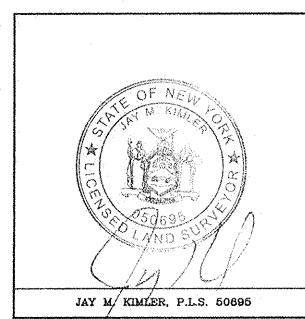
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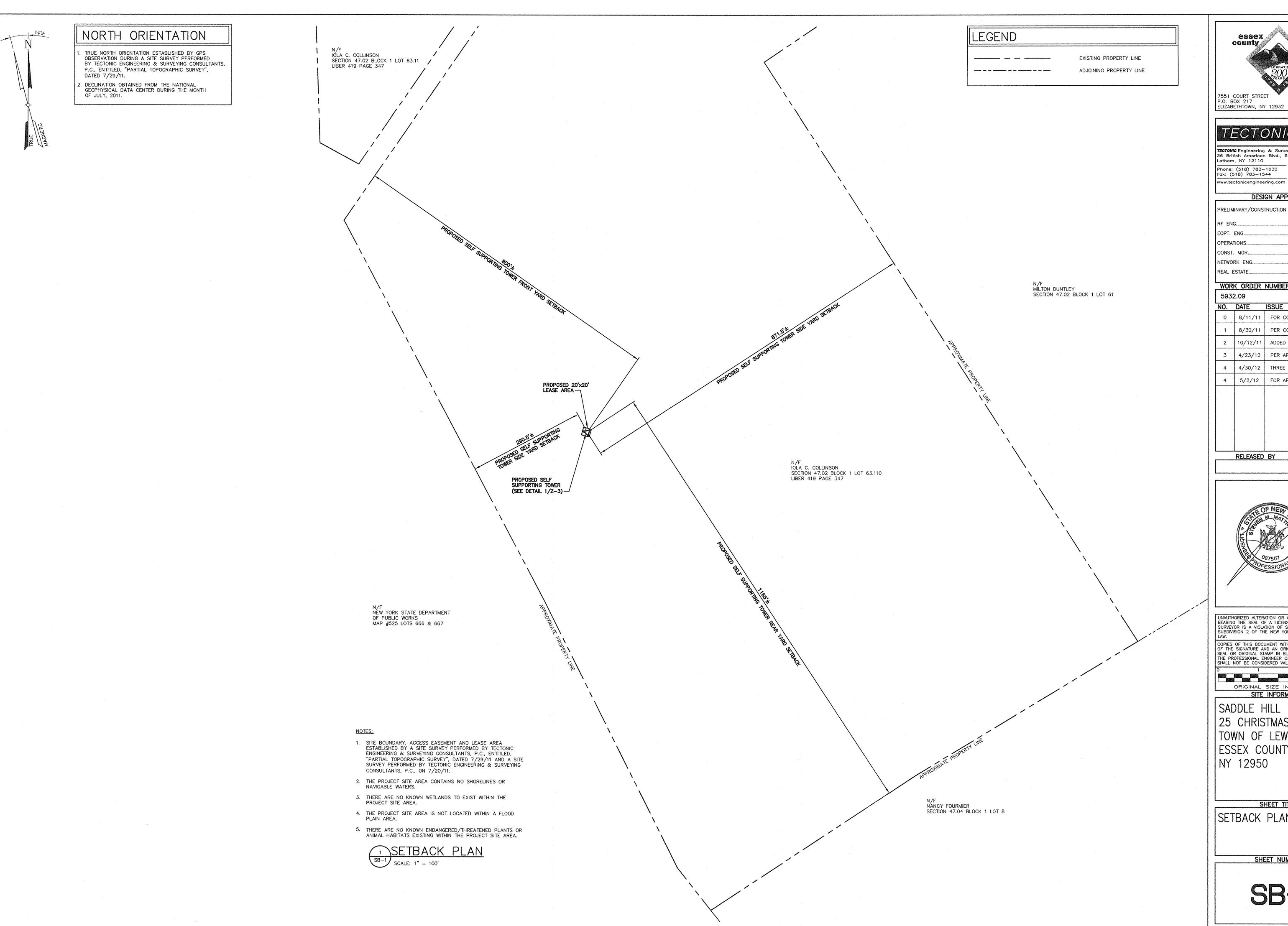
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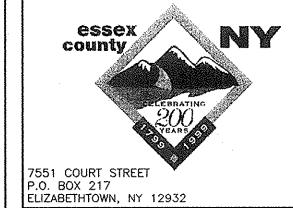
ORIGINAL SIZE IN INCHES SITE INFORMATION

SADDLE HILL CHRISTMAS TREE LANE TOWN OF LEWIS ESSEX COUNTY NY 12950

SHEET TITLE PARTIAL TOPOGRAPHIC SURVEY

SHEET NUMBER





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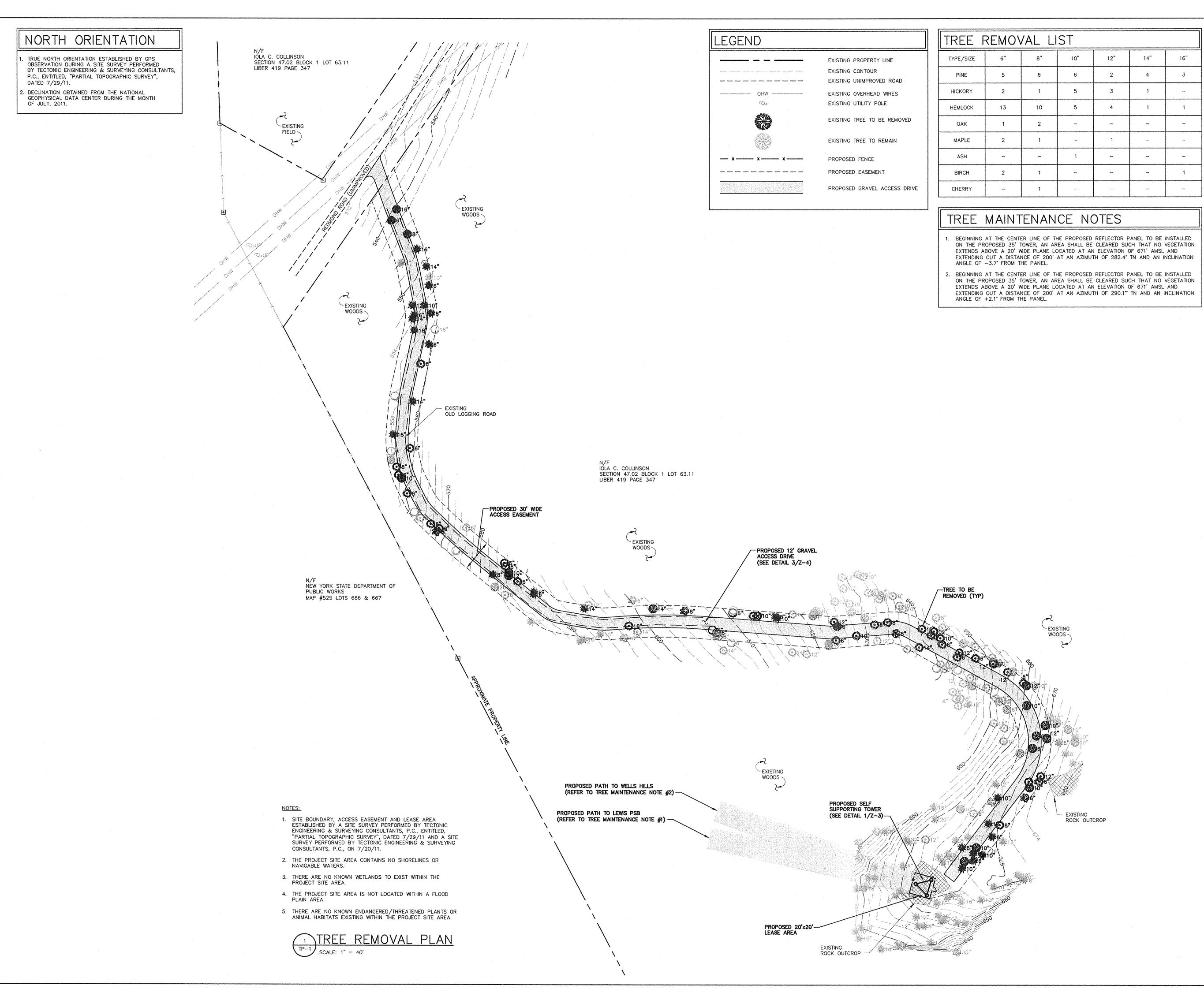
SADDLE HILL 25 CHRISTMAS TREE LN TOWN OF LEWIS ESSEX COUNTY NY 12950

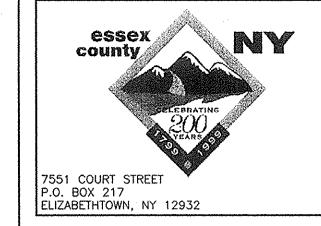
SHEET TITLE

SETBACK PLAN

SHEET NUMBER

SB-1





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25 CHRISTMAS TREE LN
TOWN OF LEWIS
ESSEX COUNTY
NY 12950

SHEET TITLE

TREE REMOVAL PLAN

SHEET NUMBER

#### NORTH ORIENTATION TRUE NORTH ORIENTATION ESTABLISHED BY GPS OBSERVATION DURING A SITE SURVEY PERFORMED BY TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C., ENTITLED, "PARTIAL TOPOGRAPHIC SURVEY". DATED 7/29/11. -PROPOSED 30' WIDE ACCESS EASEMENT . DECLINATION OBTAINED FROM THE NATIONAL GEOPHYSICAL DATA CENTER DURING THE MONTH OF JULY, 2011. EXISTING 8" HEMLOCK HEIGHT = 35'± EXISTING 10" HICKORY HEIGHT = 51'± EXISTING 16" PINE $HEIGHT = 38' \pm -$ EXISTING 20" PINE $HEIGHT = 67' \pm -$ EXISTING 12" HEMLOCK EXISTING 12" PINE TO BE REMOVED $HEIGHT = 30' \pm -$ HEIGHT = 50 ± EXISTING 8" PINE EXISTING 8" HEMLOCK TO BE REMOVED EXISTING 10" PINE $HEIGHT = 46' \pm -$ -PROPOSED GRAVEL $HEIGHT = 36' \pm -$ ACCESS DRIVE HEIGHT = 39'± (SEE DETAIL 3/Z-4) EXISTING 10" PINE EXISTING 12" OAK HEIGHT = 49'± $HEIGHT = 44' \pm -$ EXISTING & PINE EXISTING 8" PINE $HEIGHT = 34'\pm$ HEIGHT - 47'± **EXISTING 8" PINE** -EXISTING 12" PINE EXISTING 12" OAK TO BE REMOVED $HEIGHT = 57' \pm$ $HEIGHT = 17' \pm -$ HEIGHT = 29'± -EXISTING 12" HICKORY EXISTING 10" HICKORY $HEIGHT = 52'\pm$ TO BE REMOVED HEIGHT = 41'4 EXISTING 8" PINE $HEIGHT = 25' \pm -$ EXISTING 6" MAPLE EXISTING 6" PINE EXISTING 12" PINE , HEIGHT = 40'± --/ HEIGHT = 43'± -EXISTING 10" OAK PROPOSED SELF $HEIGHT = 40' \pm -$ SUPPORTING TOWER EXISTING 12" PINE (SEE DETAIL 1/Z-/3)- $/HEIGHT = 32' \pm -$ - EXISTING 10" PINE TO BE REMOVED EXISTING 14" PINE EXISTING 8" PINE $HEIGHT = 48' \pm -$ HEIGHT = 40°± HEIGHT = 22 生 EXISTING 6" PINE TO BE REMOVED EXISTING 8" PINE HEIGHT = 22'± $HEIGHT = 56' \pm ...$ - EXISTING 10" PINE -EXISTING 12" PINE $HEIGHT = 51'\pm$ - EXISTING 6" PINE PROPOSED 20'x20' / HEIGHT = '49'# TO BE REMOVED LEASE AREA - EXISTING 10" PINE $HEIGHT = 34' \pm$ $HEIGHT = 52'\pm$ EXISTING 6" PINE EXISTING 8" HICKORY $HEIGHT = 36' \pm -$ TO BE REMOVED - EXISTING 8" PINE HEIGHT = 39'± $HEIGHT = 48'\pm$ EXISTING 10" OAK EXISTING 8" HEMLOCK $HEIGHT = 37' \pm -$ EXISTING 10" PINE $HEIGHT = 29' \pm /$ TO BE REMOVED / EXISTING 8" PINE $HEIGHT = 38' \pm$ EXISTING 10" PINE -EXISTING 10" PINE HEIGHT = 42'± -\HEIGHT = 42'± - $HEIGHT = 32' \pm$ - EXISTING 10" PINE $/HEIGHT = 39'\pm$ - EXISTING 10" PINE $HEIGHT = 46' \pm$ EXISTING 10" PINE $HEIGHT = 40' \pm$ EXISTING 8" PINE $HEIGHT = 30'\pm$ - EXISTING 10" PINE - EXISTING 16" PINE $HEIGHT = 49'\pm$ $HEIGHT = 38'\pm$ - EXISTING 12" PINE $HEIGHT = 48' \pm$ EXISTING 8" PINE $HEIGHT = 42'\pm$ EXISTING 10" PINE EXISTING 10" PINE $HEIGHT = 46'\pm$ EXISTING 10" PINE EXISTING 8" PINE $HEIGHT = 40'\pm$ EXISTING 12" PINE $HEIGHT = 27' \pm HEIGHT = 37' \pm HEIGHT = 51'\pm$ EXISTING 10" PINE HEIGHT = 44'± EXISTING 8" PINE EXISTING 10" PINE $HEIGHT = 34' \pm HEIGHT = 42' \pm -$ - EXISTING 8" PINE EXISTING 8" PINE $HEIGHT = 38' \pm \sqrt{\phantom{0}}$ - EXISTING 8" PINE $HEIGHT = 34'\pm$ $HEIGHT = 37' \pm$ EXISTING -EXISTING 14" OAK ROCK OUTCROP $HEIGHT = 33'\pm$ EXISTING 14" PINE $HEIGHT = 51'\pm$ -EXISTING 30" OAK - EXISTING 10" PINE $HEIGHT = 56'\pm$ $HEIGHT = 34' \pm$ NOTES: 1. SITE BOUNDARY, ACCESS EASEMENT AND LEASE AREA ESTABLISHED BY A SITE SURVEY PERFORMED BY TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C., ENTITLED, "PARTIAL TOPOGRAPHIC SURVEY", DATED 7/29/11 AND A SITE SURVEY PERFORMED BY TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C., ON 7/20/11. 2. THE PROJECT SITE AREA CONTAINS NO SHORELINES OR NAVIGABLE WATERS. 3. THERE ARE NO KNOWN WETLANDS TO EXIST WITHIN THE PROJECT SITE AREA, 4. THE PROJECT SITE AREA IS NOT LOCATED WITHIN A FLOOD PLAIN AREA. 5. THERE ARE NO KNOWN ENDANGERED/THREATENED PLANTS OR ANIMAL HABITATS EXISTING WITHIN THE PROJECT SITE AREA. TREE REMOVAL PLAN SCALE: 1" = 10'

#### **LEGEND**

Applicable for example more thinking with a presentation of dissolutions of special contractions and the companies of the contraction of the contr more and the contraction of the

EXISTING UTILITY POLE

EXISTING PROPERTY LINE EXISTING CONTOUR EXISTING UNIMPROVED ROAD EXISTING OVERHEAD WIRES

EXISTING TREE TO BE REMOVED

EXISTING TREE TO REMAIN

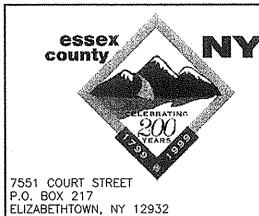
PROPOSED FENCE PROPOSED EASEMENT

PROPOSED GRAVEL ACCESS DRIVE

#### TREE NOTES

AVERAGE CO-DOMINATE TREE CANOPY HEIGHT = 40 FT AVERAGE DOMINATE TREE CANOPY HEIGHT = 52 FT

- ALL TREES IN EXCESS OF 6 INCH CALIPER dbh WITHIN 100 FEET OF PROPOSED TOWER ARE SHOWN WITH CALIPER, SPECIES AND HEIGHT NOTED.
- . AVERAGE CO-DOMINATE TREE CANOPY HEIGHT BASED ON TREES THAT EXTEND THEIR CROWNS INTO THE CANOPY AND RECEIVE DIRECT SUNLIGHT FROM ABOVE BUT LIMITED SUNLIGHT FROM SIDES.
- AVERAGE DOMINATE TREE CANOPY HEIGHT BASED ON TREES THAT EXTEND THEIR CROWN ABOVE CO-DOMINATE TREE CANOPY.





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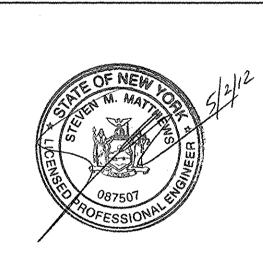
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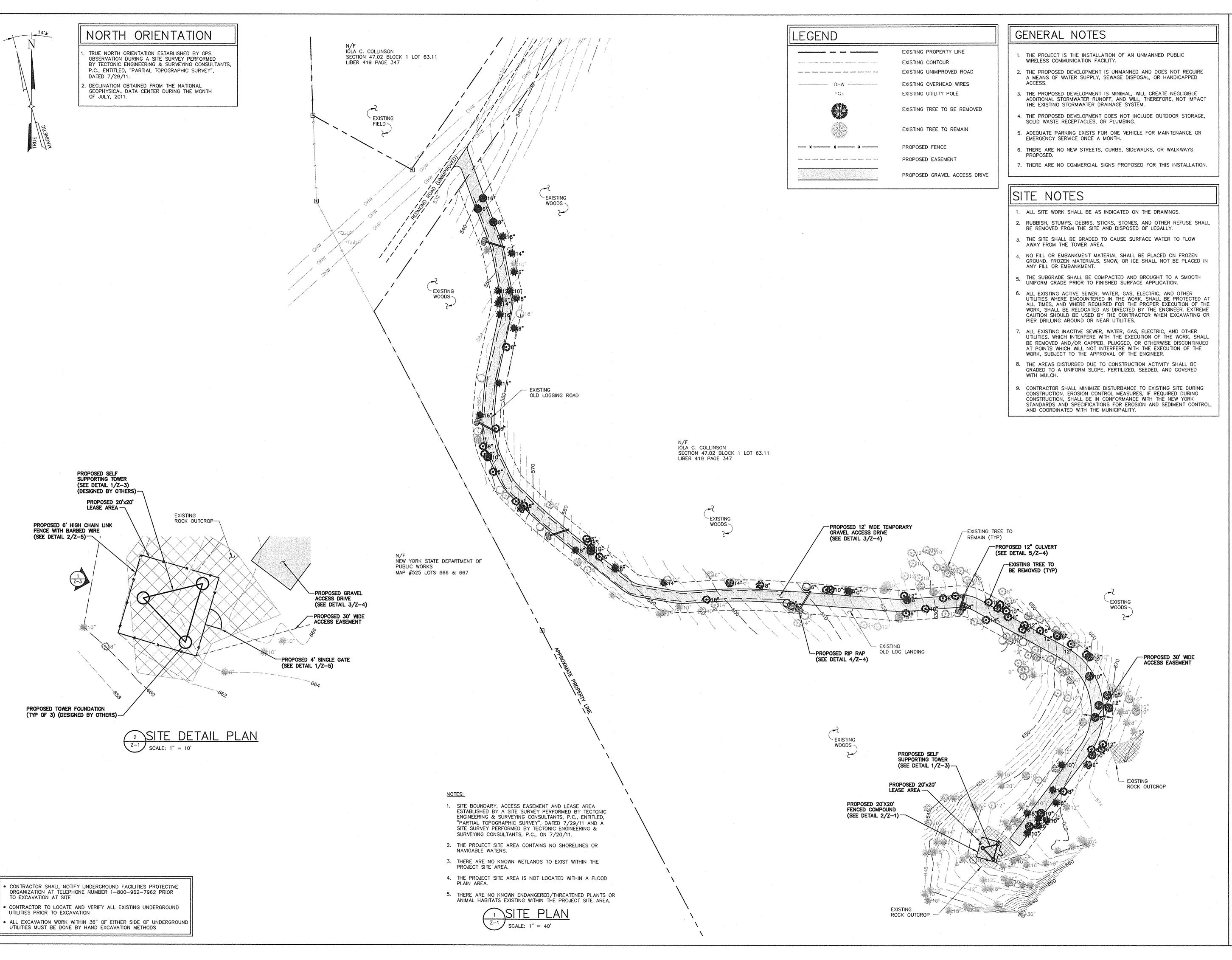
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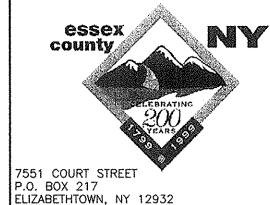
SHEET TITLE

TREE REMOVAL PLAN

SHEET NUMBER

TP-2





# ECTONIC : PLANNING : ENGINEERING : SURVEYING : CONSTRUCTING MANAGEMEN

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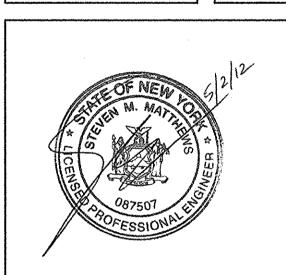
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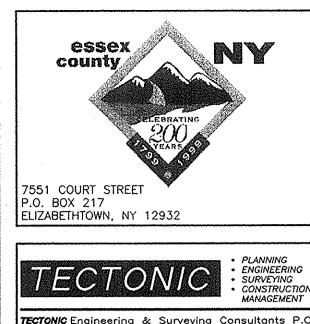
SADDLE HILL
25 CHRISTMAS TREE LN
TOWN OF LEWIS
ESSEX COUNTY
NY 12950

SHEET TITLE

SITE PLAN & NOTES

SHEET NUMBER

# LEGEND NORTH ORIENTATION IÓLA C. COLLINSON . TRUE NORTH ORIENTATION ESTABLISHED BY GPS OBSERVATION DURING A SITE SURVEY PERFORMED BY TECTONIC ENGINEERING & SURVEYING CONSULTANTS, EXISTING PROPERTY LINE SECTION 47.02 BLOCK 1 LOT 63.11 LIBER 419 PAGE 347 EXISTING CONTOUR P.C., ENTITLED, "PARTIAL TOPOGRAPHIC SURVEY", . CYVYYYY EXISTING TREE LINE DATED 7/29/11. EXISTING EDGE OF PAVEMENT 2. DECLINATION OBTAINED FROM THE NATIONAL GEOPHYSICAL DATA CENTER DURING THE MONTH EXISTING UNIMPROVED ROAD \_\_\_\_\_\_ EXISTING FENCE EXISTING OVERHEAD WIRES OHW EXISTING FIELD \ EXISTING TREE TO BE REMOVED EXISTING TREE PROPOSED FENCE \_\_\_\_\_\_O \_\_\_\_\_O \_\_\_\_ PROPOSED SILT FENCE PROPOSED LIMITS OF CLEARING AND CONSTRUCTION -ELEV: 540 PROPOSED GRAVEL ACCESS DRIVE PROPOSED CHECK DAM LENGTH OF ACCESS ROAD = 1,163.84'± AREA OF DISTURBANCE = $26,205\pm$ SF (0.60 ACRES) EXISTING WOODS OLD LOGGING ROAD IOLA C. COLLINSON SECTION 47.02 BLOCK 1 LOT 63.11 LIBER 419 PAGE 347 -- PROPOSED LIMITS OF CLEARING WOODS ~ PROPOSED 12' WIDE TEMPORARY GRAVEL ACCESS DRIVE (SEE DETAIL 3/Z-4) PROPOSED 12" CULVERT (SEE DETAIL 5/Z-4) N/F NEW YORK STATE DEPARTMENT OF PUBLIC WORKS MAP #525 LOTS 666 & 667 - ELEV: 640 ELEV: 600-**EXISTING** -PROPOSED RIP RAP (SEE DETAIL 4/Z-4) - PROPOSED 30' WIDE ACCESS EASEMENT PROPOSED SILT FENCE (TYP) - (SEE DETAIL 1/Z-4) EXISTING WOODS ~ PROPOSED SELF SUPPORTING TOWER (SEE DETAIL 1/Z-3)-PROPOSED 20'x20' LEASE AREA ROCK OUTCROP PROPOSED 26'X26' FENCED COMPOUND (SEE DETAIL 2/Z-1) \_\_ELEV: 670 PROPOSED TEMPORARY CONSTRUCTION STAGING AREA CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR TO EXCAVATION AT SITE GRADING, EROSION & SEDIMENT CONTROL PLAN Z-2 SCALE: 1" = 40' CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UNDERGROUND EXISTING ROCK OUTCROP — UTILITIES PRIOR TO EXCAVATION ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS



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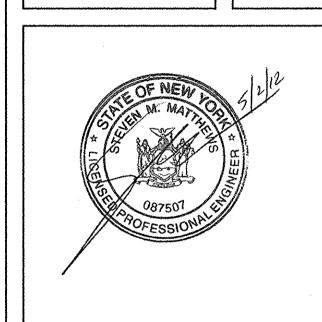
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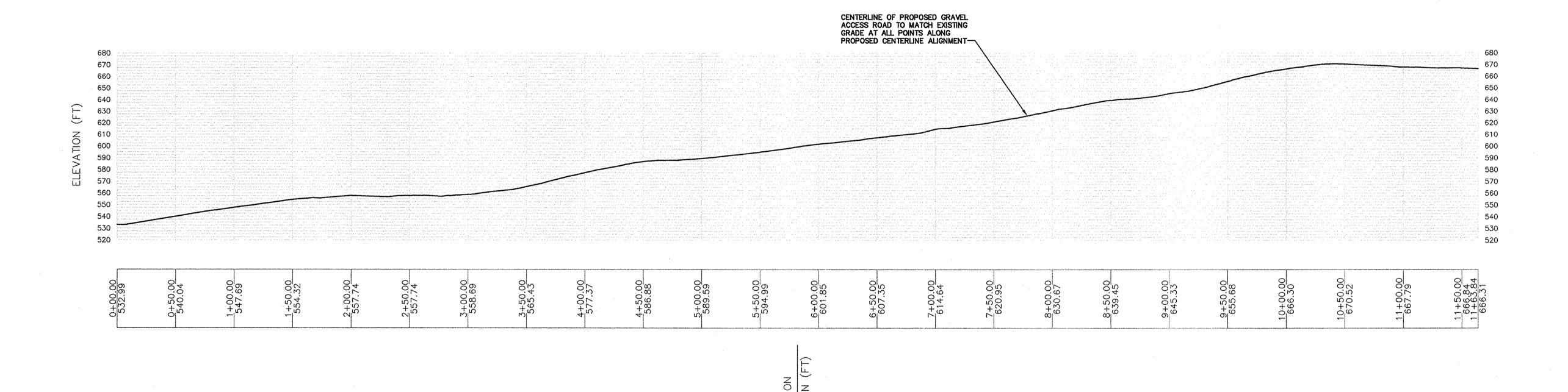
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25 CHRISTMAS TREE LN
TOWN OF LEWIS
ESSEX COUNTY
NY 12950

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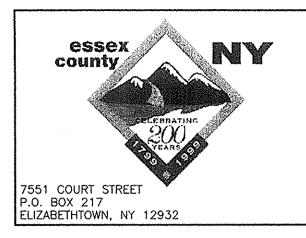
GRADING, EROSION & SEDIMENT CONTROL PLAN

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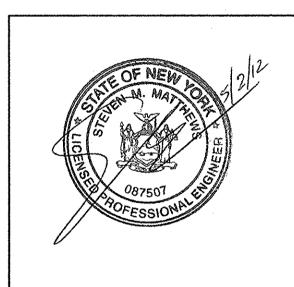
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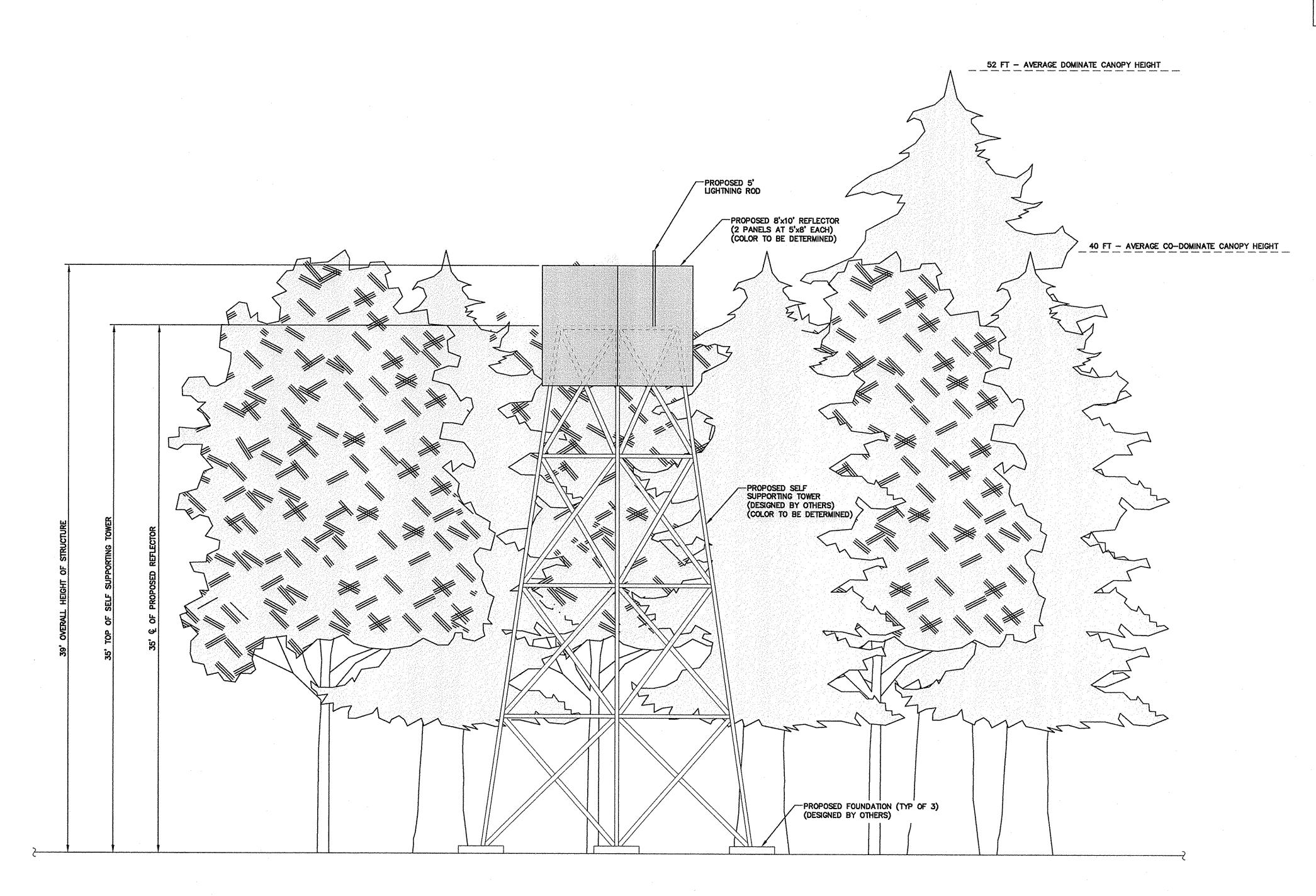
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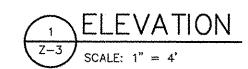
ROAD PROFILE

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- NOTE:
  1. TOWER WIDTH AND DEPTH DIMENSIONS AT THE BASE AND TOP
  TO BE DETERMINED BY THE STRUCTURAL DESIGN ENGINEERS.
- 2. EXACT TYPE OF ANTENNA MOUNTS TO TO BE DETERMINED BY THE STRUCTURAL DESIGN ENGINEERS.



# ANTENNA SCHEDULE

MITERIA SOFIEDOLE								
ANTENNA	ANTENNA DATA	AZIMUTH	ANTENNA & HEIGHT (AGL)	COAXIAL CABL				
REFLECTOR	8'x10' (2 PANELS AT 5'x8')	SEE NOTE 3	35'±	N/A				

NOTE

ANTENNA SCHEDULE BASED ON AN RF ANTENNA DESIGN SHEET-DATA RECEIVED FROM THE RF ENGINEER, DATED 12/09/09.

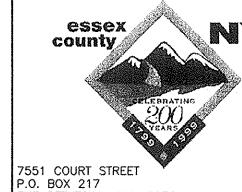
2. REFLECTOR PANELS REFLECT BETWEEN WELLS HILL AND THE LEWIS PUBLIC SAFETY BUILDING.

# ANTENNA MOUNTING NOTES

- DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO ANSI/TIA/EIA-222-F-1996 "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES". DESIGN WIND SPEED = 75 MPH PER NYS BUILDING CODE (65 MPH IN CONJUNCTION WITH 0.5 INCHES OF DESIGN ICE THICKNESS).
- 2. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
- 3. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC—COATING (HOT—DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
- DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
- 5. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- DESIGN OF THE ANTENNA MOUNTING BRACKETS, SUPPORTS, AND ALL COMPONENTS THEREOF AND ATTACHMENT THERETO SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER. MANUFACTURER SHALL PROVIDE THE OWNER DRAWINGS DETAILING ALL COMPONENTS OF THE ASSEMBLY, INCLUDING CONNECTIONS, DESIGN LOADS, AND ALL OTHER PERTINENT DATA. MANUFACTURER SHALL ALSO PROVIDE THE OWNER WITH A STATEMENT OF COMPLIANCE, INDICATING THAT THE ANTENNA SUPPORTS HAVE BEEN DESIGNED IN ACCORDANCE WITH ANSI/TIA/EIA-222-F-1996 STANDARDS. ALL SUBMISSIONS SHALL BEAR THE SIGNATURE AND SEAL OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.

# STRUCTURAL NOTE:

- PROPOSED TOWER AND TOWER FOUNDATION TO BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.
- 2. THE VERIFICATION OF STRUCTURAL ADEQUACY AND DESIGN OF THE ATTACHMENTS MUST BE PERFORMED, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.
- 3. ALL WORK SHOULD CONFORM TO ANSI/TIA/EIA-222-F-1996 STANDARD "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES", NEW YORK STATE BUILDING CODE, LATEST EDITION, NEW YORK STATE UNIFORM FIRE PREVENTION AND ITS REFERENCED STANDARDS.



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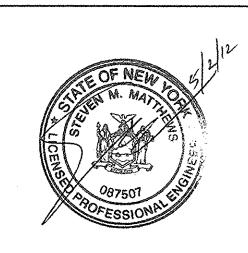
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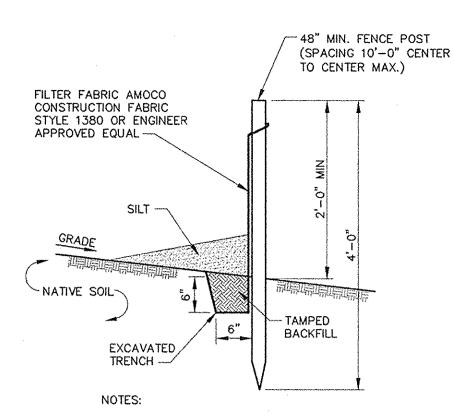
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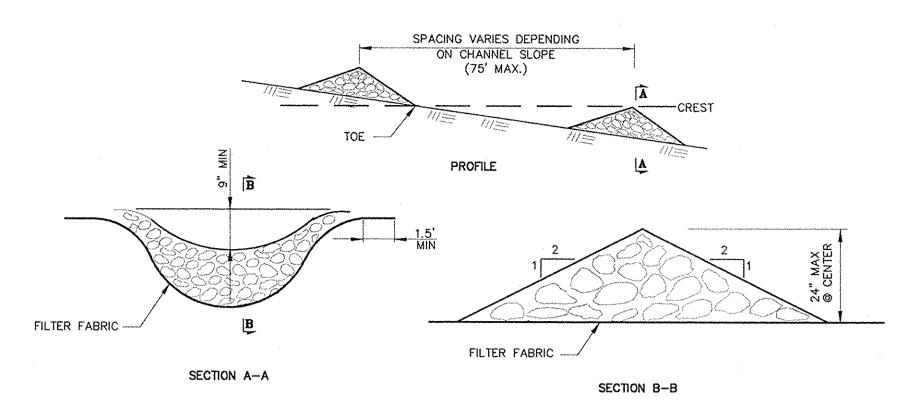
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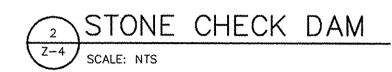
- 1. SILT FENCE SHALL BE MAINTAINED IN PLACE DURING CONSTRUCTION AND SOIL STABILIZATION PERIOD.
- 2. CONTRACTOR SHALL CONSTRUCT SILT FENCE IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS
- 3. EXCAVATE TRENCH 6" WIDE x 6" DEEP. BURY BOTTOM
- SILT FENCE DETAIL

12" OF FABRIC AND TAMP IN PLACE



# CONSTRUCTION SPECIFICATIONS:

- 1. STONE SHALL BE MAXIMUM SIZE OF 12" WITH 50 TO 100 PERCENT BY WEIGHT LARGER THAN 6" AND 0 TO 10 PERCENT SMALLER THAN 1/2".
- 2. FILTER FABRIC SHALL BE MARAFI 140N FILTER CLOTH OR APPROVED EQUAL.
- 3. STONE WILL BE PLACED ON A FILTER FABRIC FOUNDATION AT LOCATIONS SHOWN ON THE
- 4. EXTEND THE STONE A MINIMUM OF 1.5 FEET BEYOND THE DITCH BANKS TO PREVENT CUTTING AROUND THE DAM.
- 5. PROTECT THE CHANNEL DOWNSTREAM OF THE LOWEST CHECK DAM FROM SCOUR AND EROSION WITH STONE OR LINER AS APPROPRIATE.



CUT OFF WALL-

# SOIL AND EROSION CONTROL NOTES

- SILT THAT LEAVES THE SITE IN SPITE OF THE REQUIRED PRECAUTIONS SHALL BE COLLECTED AND REMOVED AS DIRECTED BY APPROPRIATE MUNICIPAL ALITHORITIES
- AT THE COMPLETION OF THE PROJECT, ALL TEMPORARY SILTATION DEVICES SHALL BE REMOVED AND THE AFFECTED AREAS REGRADED, OR TREATED IN ACCORDANCE WITH THE APPROVED SITE PLANS.
- CONTRACTOR TO INSTALL EROSION CONTROL MEASURES (SILT FENCE AND/OR HAY BALES) AROUND AREAS BEING DISTURBED DURING CONSTRUCTION AND AS NECESSARY.
- . a. GRADING AND CLEARING AND OTHER CONSTRUCTION-RELATED ACTIVITIES SHALL TAKE PLACE ONLY WITHIN THE AREA OF DISTURBANCE LINES NOTED ON THESE DRAWINGS. THESE AREAS OF DISTURBANCE LINES REPRESENT THE MAXIMUM LIMITS OF CONSTRUCTION ACTIVITIES. EVERY ATTEMPT SHALL BE MADE TO FURTHER REDUCE GRADING AND CLEARING ACTIVITIES WITHIN THE AREA OF DISTURBANCE LINES BY MAINTAINING NATURAL VEGETATION AND TOPOGRAPHY WHEREVER PRACTICABLE.
- b. ALL CONSTRUCTION AND CONSTRUCTION-RELATED ACTIVITIES OCCURRING ON THIS SITE SHALL COMPLY WITH STANDARDS AND RECOMMENDATIONS OF THE NEW YORK STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL.
- c. PRIOR TO THE COMMENCEMENT OF ANY SITE WORK, THE APPLICANT SHALL STAKE THE LOCATION OF THE CONSTRUCTION ACTIVITY FOR INSPECTION AND APPROVAL BY THE TOWN ENGINEER.
- d. ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHOWN ON THIS PLAN SHALL BE IN PLACE PRIOR TO THE START OF ANY SITE WORK. THE TOWN ENGINEER SHALL HAVE INSPECTED THE INSTALLATION OF ALL REQUIRED SOIL EROSION AND SEDIMENTATION CONTROL MEASURES PRIOR TO THE AUTHORIZATION TO PROCEED WITH ANY PHASE OF THE SITE WORK.
- e. ALL DRAINAGE STRUCTURES AND ANY OTHER REQUIRED UTILITY APPURTENANCES SHALL BE INSTALLED AS REQUIRED BY TOWN SPECIFICATIONS AND AS SHOWN ON THESE PLANS.
- f. IF THE APPLICANT, DURING THE COURSE OF CONSTRUCTION. ENCOUNTERS SUCH CONDITIONS AS FLOOD AREAS, UNDERGROUND WATER, SOFT OR SILTY AREAS, IMPROPER DRAINAGE, OR ANY OTHER UNUSUAL CIRCUMSTANCES OR CONDITIONS THAT WERE NOT FORESEEN IN THE ORIGINAL PLANNING, HE SHALL REPORT SUCH CONDITIONS IMMEDIATELY TO THE TOWN ENGINEER. THE APPLICANT MAY SUBMIT, IF HE SO DESIRES. HIS RECOMMENDATIONS AS THE SPECIAL TREATMENT TO BE GIVEN SUCH AREAS TO SECURE ADEQUATE, PERMANENT AND SATISFACTORY CONSTRUCTION. THE TOWN ENGINEER, WITHOUT UNNECESSARY DELAY, SHALL INVESTIGATE THE CONDITION OR CONDITIONS, AND SHALL EITHER APPROVE THE APPLICANT'S RECOMMENDATION TO CORRECT THE CONDITIONS, ORDER A MODIFICATION THEREOF, OR ISSUE HIS OWN SPECIFICATION FOR THE CORRECTION OF THE CONDITIONS. IN THE EVENT OF THE APPLICANT'S DISAGREEMENT WITH THE DECISION OF THE TOWN ENGINEER, OR IN THE EVENT OF A SIGNIFICANT CHANGE RESULTING TO THE SITE PLAN THE MATTER SHALL BE DECIDED BY THE PLANNING BOARD. ANY SUCH CONDITIONS OBSERVED BY THE PLANNING BOARD OR ITS AGENTS SHALL BE SIMILARLY TREATED.

# EROSION AND SEDIMENT CONTROL MEASURES

#### TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES

### GENERAL MEASURES:

- AS MUCH AS IS PRACTICAL, EXISTING VEGETATION SHALL BE PRESERVED. FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITIES IN ANY PORTION OF THE SITE, PERMANENT VEGETATION SHALL BE ESTABLISHED ON ALL EXPOSED SOILS.
- 2. SITE PREPARATION ACTIVITIES SHALL BE PLANNED TO MINIMIZE THE SCOPE AND DURATION OF SOIL DISRUPTION.

### PARTICULAR MEASURES:

- DRAINAGE DITCH SEDIMENT FILTERS: UNTIL SUCH TIME AS FINAL SITE STABILIZATION IS COMPLETED, DITCHES SHALL RECEIVE TREATMENT WITH STRAW BALE WEIRS SO AS TO EFFECTIVELY TRAP SEDIMENT AND MINIMIZE ITS RELEASE OFF-SITE. STRAW BALE FILTERS SHALL BE CONSTRUCTED WITHIN EACH DITCH BEGINNING AT ITS DOWNSTREAM TERMINUS AND SHOULD BE PLACED AT INTERVALS OF LESS THAN 50 FEET.
- STRAW BALE BERMS OR SILT FENCES: STRAW BALE BERMS OR SILT FENCES SHALL BE CONSTRUCTED AROUND ALL STOCKPILES OF FILL, TOPSOIL, AND EXCAVATED OVERBURDEN THAT ARE TO REMAIN EXPOSED FOR PERIODS LESS THAN 30 DAYS. STRAW BALE BERMS AND SILT FENCES SHALL BE ANCHORED AND MAINTAINED IN GOOD CONDITION UNTIL SUCH TIME AS SAND STOCKPILES ARE REMOVED AND STOCKPILING AREAS ARE BROUGHT TO FINAL GRADE AND PERMANENTLY STABILIZED.
- 3. TOPSOIL AND FILL THAT IS TO REMAIN STOCKPILED ON-SITE FOR PERIODS GREATER THAN 30 DAYS SHALL BE STABILIZED BY SEEDING, PRIOR TO THE SEEDING OPERATION, THE STOCKPILED MATERIAL SHALL BE GRADED AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH APPLICATION AND MULCH ANCHORING.
- 4. IN NO CASE SHALL ERODIBLE MATERIALS BE STOCKPILED WITHIN 25 FEET OF ANY DITCH, STREAM, OR OTHER SURFACE WATER BODY.

# PERMANENT AND TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES

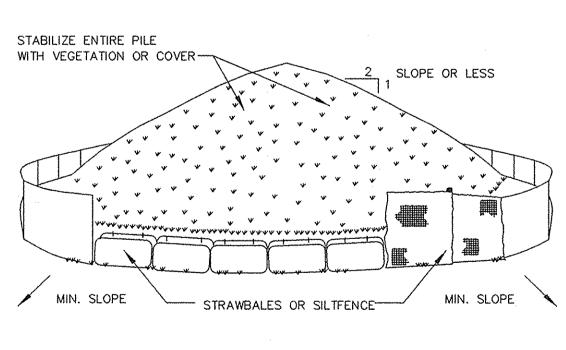
- PERMANENT AND TEMPORARY VEGETATIVE COVER: IMMEDIATELY FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITY OR WHERE WORK IS DELAYED AND WILL NOT BE DISTURBED FOR 21 DAYS OR MORE IN ANY PORTION OF THE SITE, PERMANENT OR TEMPORARY VEGETATION SHALL BE ESTABLISHED WITHIN 14 DAYS ON ALL EXPOSED SOILS. ALL DISTURBED AREAS S SHALL BE SEEDED AND MULCHED AS SOON AS PRACTICAL FOLLOWING DISTURBANCE TO STABILIZE BARE SOIL AND PROMOTE THE PROMPT RE-ESTABLISHMENT OF VEGETATION.
- A. AN ADEQUATE SEEDBED SHALL BE PREPARED BY SCARIFYING, COMPACTED SOIL, AND REMOVING SURFACE DEBRIS AND OBSTACLES.
- B. LIME SHALL BE APPLIED SUFFICIENTLY TO ATTAIN A SOIL ACIDITY PH OF 6.0 TO 7.0.
- C. FERTILIZER (5-10-10 MIXTURE OR EQUIVALENT) SHALL BE APPLIED PER SOIL TEST RESULTS OR AT A RATE OF 600 LBS. PER ACRE.
- D. DISTURBED AREAS WHICH WILL REMAIN TEMPORARILY FALLOW FOR PERIODS GREATER THAN 14 DAYS SHALL BE SEEDED AT THE FOLLOWING RATE TO PRODUCE TEMPORARY GROUND COVER: 30 LBS. RYEGRASS (ANNUAL OR PERENNIAL) PER ACRE. DURING THE WINTER, USE 100 LBS. CERTIFIED "AROOSTOCK" WINTER RYE (CEREAL RYE) PER ACRE.
- PERMANENT SEEDING SHALL BE APPLIED ON 4" MIN TOPSOIL AT THE FOLLOWING RATE FOR ROUGH OR OCCASIONAL MOWING AREAS: 8 LBS EMPIRE BIRDSFOOT TIREFOIL OR COMMON WHITE CLOVER PER ACRE 20 LBS TALL FESCUE PER ACRE PLUS 2 LBS REDTOP OR 5 LBS RYEGRASS (PERENNIAL) PER ACRE

#### FOR MOWED AREAS: 65 LBS KENTUCKY BLUEGRASS PER ACRE 65 LBS RYEGRASS (PERENNIAL) PER ACRE

- F. ALL SEEDING SHALL BE PERFORMED USING THE BROADCAST METHOD OR HYDROSEEDING, UNLESS OTHERWISE APPROVED.
- G. ALL DISTURBED AREAS SHALL BE STABILIZED SUBSEQUENT TO SEEDING BY APPLYING 2 TONS OF STRAW MULCH PER ACRE. STRAW MULCH SHALL BE ANCHORED BY APPLYING 750 LBS OF WOOD FIBER MULCH PER ACRE WITH A HYDROSEEDER, OR TUCKING THE MULCH WITH SMOOTH DISCS OR OTHER MULCH ANCHORING TOOLS TO A DEPTH OF 3". MULCH ANCHORING TOOLS SHALL BE PULLED ACROSS SLOPES ALONG TOPOGRAPHIC
- 2. ALL UNNECESSARY REMOVAL OF HEALTHY TREES SHALL BE AVOIDED. MATERIALS SHALL NOT BE STORED NOR MACHINERY OPERATED WITHIN THE DRIP-LINE OF THE TREES TO REMAIN.

# MAINTENANCE OF EROSION AND SEDIMENT CONTROL MEASURES:

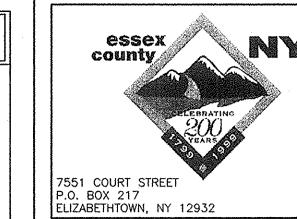
- THE CONTRACTOR SHALL ON A DAILY BASIS INSPECT AND MAINTAIN THE INTEGRITY AND FUNCTION OF ALL TEMPORARY EROSION CONTROL MEASURES THROUGHOUT THE DURATION OF THE CONSTRUCTION PROCESS.
- 2. TO ASSURE PROPER FUNCTION, SILTATION BARRIERS SHALL BE MAINTAINED IN GOOD CONDITION AND REINFORCED, EXTENDED, REPAIRED, OR REPLACED AS NECESSARY. WASHOUTS SHALL BE IMMEDIATELY REPAIRED, RE-SEEDED, AND PROTECTED FROM FURTHER
- SEDIMENT SHALL BE REMOVED FROM BEHIND THE SEDIMENT FENCE WHEN IT BECOMES ABOUT 0.5 FEET DEEP AT THE FENCE. THE SEDIMENT FENCE SHALL BE REPAIRED AS NECESSARY TO MAINTAIN BARRIER.
- 4. ALL SEEDED AREAS SHALL BE FERTILIZED, RESEEDED AS NECESSARY, AND MULCHED ACCORDING TO SPECIFICATIONS IN THE VEGETATIVE PLAN IN ORDER TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.



# INSTALLATION NOTES

- 1. AREA CHOSEN FOR STOCKPILING OPERATIONS SHALL BE DRY AND STABLE.
- 2. SOILS OR FILL TO BE STOCKPILED ON SITE DURING CUTTING AND FILLING ACTIVITIES SHOULD BE LOCATED ON LEVEL PORTIONS OF THE SITE WITH A MINIMUM OF 50-75 FOOT SETBACKS FROM TEMPORARY DRAINAGE SWALES.
- 3. MAXIMUM SLOPE OF STOCKPILE SHALL BE 1:2.
- 4. UPON COMPLETION OF SOIL STOCKPILING, EACH PILE SHALL BE SURROUNDED WITH EITHER SILT FENCING OR STRAWBALES. THEN STABILIZED WITH VEGETATION OR COVERED.
- 5. STOCKPILES REMAINING IN PLACE FOR MORE THAN A WEEK SHOULD BE SEEDED AND MULCHED OR COVERED WITH GEOTEXTILE FABRIC SURROUNDED BY SILT FENCE.





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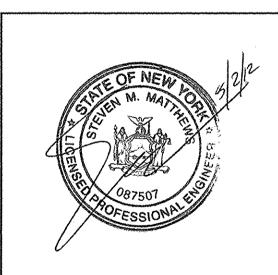
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4 5/2/12 FOR APA APPROVAL

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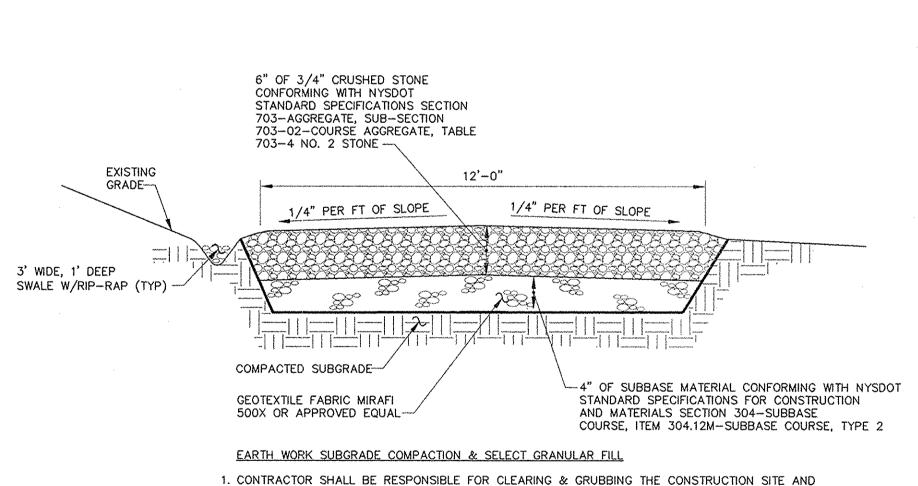
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SHEET TITLE

EROSION & SEDIMENT CONTROL DETAILS & NOTES

SHEET NUMBER

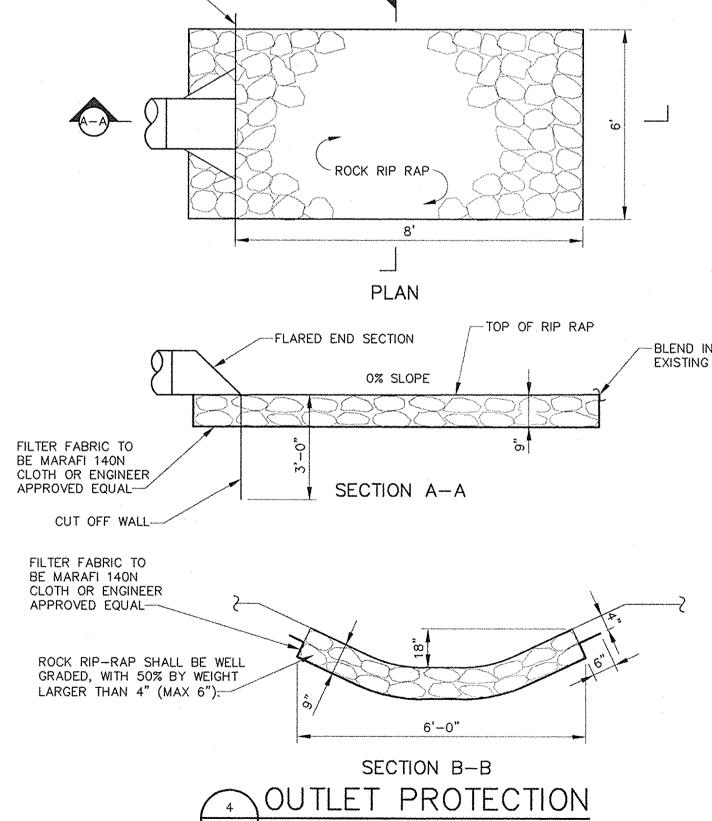


ROADWAY AREAS. THE CONTRACTOR SHALL COMPLY WITH THE RECOMMENDATIONS CONTAINED WITHIN THE GEOTECHNICAL REPORT. AS PREPARED FOR THIS SITE, WHEN NECESSARY, FOR SITE WORK PREPARATION, & FOUNDATION WORK. AS A MINIMUM THE TOP 3" OF GRADE SHALL BE REMOVED, THE EXPOSED SUBGRADE COMPACTED AND GEOTEXTILE FABRIC INSTALLED AS REQUIRED FOR UNSTABLE SOIL CONDITIONS.

2. ALL SELECT GRANULAR FILL SHALL BE COMPACTED TO A 95% COMPACTION AT A MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 OR WITHIN PLUS OR MINUS 3% OF OPTIMUM MOISTURE CONTENT.

3. CONTRACTOR TO ASSURE THAT EXISTING DRAINAGE PATTERNS ARE MAINTAINED.

GRAVEL DRIVE CROSS SECTION DETAIL



SCALE: NTS

-BLEND INTO EXISTING GRADE TRENCH BACKFILL -MANUALLY COMPACTED BACKFILL TO 95% STANDARD PROCTOR DENSITY -UNDISTURBED MATERIAL -PIPE BEDDING

-12" ADS-N-12

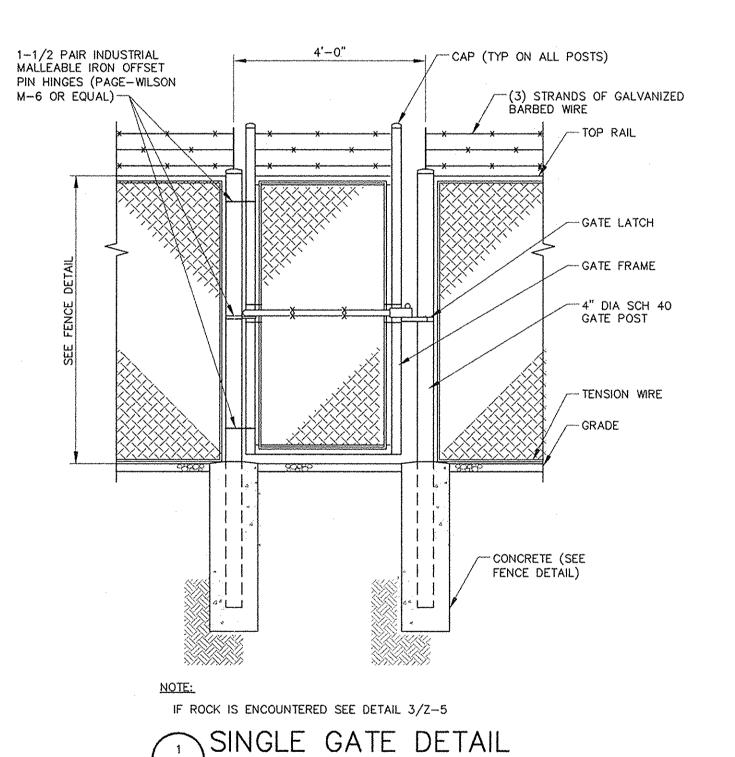
NOTES:

OVEREXCAVATE FOR BELLS.

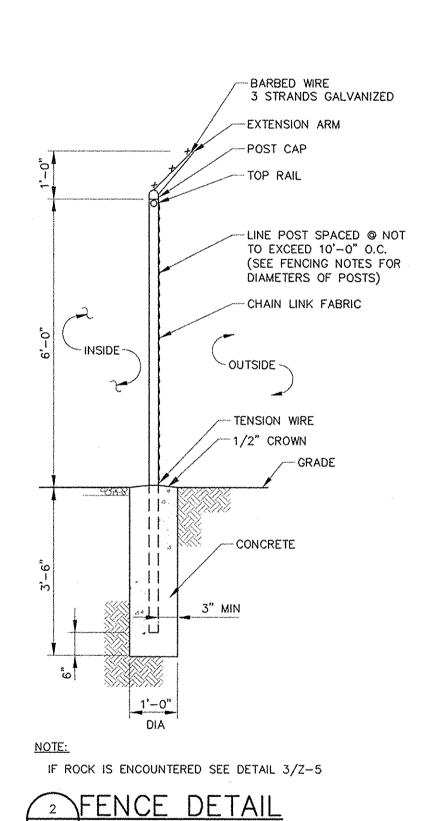
2. ADDITIONAL BEDDING MAY BE USED AS ORDERED BY ENGINEER.

3. ALL EXCAVATION AND TRENCHING SHALL MEET OSHA REQUIREMENTS.

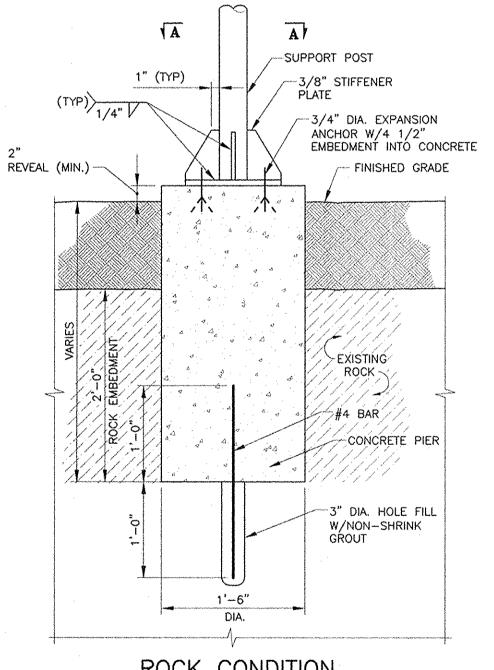
CULVERT TRENCH DETAIL

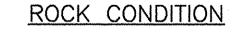


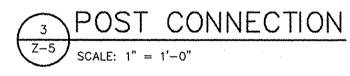
Z-5 SCALE: 1/2" = 1'-0"



Z-5 SCALE: 1/2" = 1'-0"







# FENCING NOTES

- 1. CORNER POSTS, PULL POSTS, AND END POSTS SHALL BE 3" NOMINAL O.D., SCHEDULE 40, STEEL PIPE CONFORMING WITH ASTM F-1083. GATE POSTS SHALL BE 4" NOMINAL O.D., SCHEDULE 40, STEEL PIPE CONFORMING WITH ASTM F-1083 AND MAY BE UTILIZED FOR SINGLE GATE OPENING WIDTHS OF 6 FEET OR LESS AND FOR DOUBLE GATE OPENING WIDTHS OF 12 FEET OR LESS.
- 2. LINE POSTS SHALL BE 2" NOMINAL O.D. SCHEDULE 40 STEEL PIPE CONFORMING WITH ASTM F-1083.
- 3. TOP RAIL AND BRACE RAIL SHALL BE 1 5/8" NOMINAL O.D. PIPE CONFORMING WITH ASTM F-1083.
- 4. GATE FRAMES SHALL BE FABRICATED FROM 1 1/2" NOMINAL O.D. PIPE CONFORMING WITH ASTM F-1083.
- 5. FENCE FABRIC SHALL BE 9 GAUGE WIRE SIZE, 2" MESH CHAIN LINK FENCE CONFORMING WITH ASTM A-392.
- 6. TIE WIRE SHALL BE AS FOLLOWS:
  a) AT POSTS, RAILS, AND WHERE NECESSARY ON GATE FRAMES: MINIMUM 11
  GAUGE GALVANIZED STEEL SPACED AT NOT LESS THAN 14" ON CENTER.
- b) AT TENSION WIRES: BY HOG RINGS SPACED AT NOT LESS THAN 24" ON CENTER.
- 7. TENSION WIRE SHALL BE 7 GAUGE GALVANIZED STEEL.
- 8. THE GATE LATCH SHALL BE THE MALLEABLE IRON FORK TYPE AS MANUFACTURED BY PAGE WILSON AS THEIR TYPE 75 GATE LATCH ASSEMBLY, OR EQUAL. PAD LOCKS ARE TO BE PROVIDED BY THE OWNER.
- 9. FENCE HEIGHT SHALL BE 6'.

\_\_e 3/4x12"x1'-0"

SECTION A-A

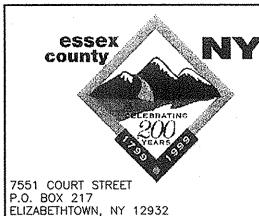
-3/4" DIA. EXPANSION

ANCHOR W/4 1/2" EMBEDMENT INTO CONCRETE

10. FENCE SHALL BE INSTALLED IN ACCORDANCE WITH ASTM F-567 AND GATES SHALL BE INSTALLED IN ACCORDANCE WITH ASTM F-900.

# CONCRETE NOTES

- ALL CONCRETE WORK SHALL CONFORM TO ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS".
- ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60 AND BE DETAILED IN ACCORDANCE WITH ACI 315 "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES".
- 3. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM.
- 4. ALL CONCRETE EXPOSED TO THE WEATHER SHALL BE AIR-ENTRAINED.
- 5. FOOTINGS SHALL NOT BE CONSTRUCTED ON FROZEN GROUND. ALL FROZEN SOIL SHALL BE REMOVED AND REPLACED WITH COMPACTED STRUCTURAL FILL OR COMPACTED CRUSHED STONE.
- 6. CONCRETE WORK PERFORMED IN COLD WEATHER CONDITIONS SHALL CONFORM TO ACI 306.1.
- FOOTING DEPTHS SHOWN ON THIS DRAWING ARE THE MINIMUM REQUIRED.
  CONTRACTOR SHALL VERIFY THE FROST DEPTH REQUIREMENTS OF THE
  MUNICIPAL AND STATE BUILDING CODES PRIOR TO CONSTRUCTION. IN THE EVENT
  EITHER CODE REQUIRES FOOTING DEPTHS GREATER THAN THOSE SHOWN ON THIS
  DRAWING, THE CONTRACTOR SHALL INCREASE THE FOOTING DEPTH TO MEET OR
  EXCEED THOSE REQUIREMENTS.



ECTONIC :

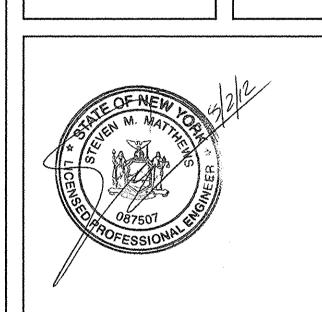
TECTONIC Engineering & Surveying Consultants P.C. 36 British American Blvd., Suite 101
Latham, NY 12110
Phone: (518) 783-1630
Fax: (518) 783-1544
www.tectonicengineering.com

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RF ENG. DATE:			
EQPT. ENGDATE:			
OPERATIONSDATE:			
CONST. MGRDATE:			
NETWORK ENG. DATE:			
REAL ESTATE DATE:			

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2	10/12/11	ADDED EASE	MENT
3	4/23/12	PER APA CO	MMENTS
4	4/30/12	THREE SIDEC	TOWER
4	5/2/12	FOR APA AP	PROVAL

RELEASED BY



DATE

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# ORIGINAL SIZE IN INCHES SITE INFORMATION

SADDLE HILL
25 CHRISTMAS TREE LN
TOWN OF LEWIS
ESSEX COUNTY
NY 12950

SHEET TITLE

DETAILS & NOTES

SHEET NUMBER

2-5

# ESSEX COUNTY PUBLIC SAFETY REMOTE COMMUNICATIONS PROJECT

# SITE NAME: TERRY MOUNTAIN





SITE NAME:	TERRY MOUNTAIN
SITE ADDRESS:	1159 PEASLEEVILLE RD PEASLEEVILLE, NY 12972
MUNICIPALITY:	TOWN OF PERU
COUNTY:	CLINTON COUNTY
TAX MAP NUMBER:	276-2-2
MONOPOLE COORDINATES:	N 44° 34' 27.00" W 73° 40' 29.00"
GROUND ELEVATION:	2,009±'
PROPERTY OWNER:	ESSEX COUNTY 7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932
APPLICANT:	ESSEX COUNTY 7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932
CONTACT PERSON:	DONALD JAQUISH DIRECTOR/FIRE COORDINATOR ESSEX COUNTY EMERGENCY SERVICES 702 STOWERSVILLE RD P.O. BOX 30 LEWIS, NY 12950
CONTACT PHONE:	(518) 873–3901
' DISH ANTENNAS, ONE (1) 10' D IN EXISTING TOWER AND CONSTRU OWER SECTIONS AND GUY WIRES	S OF INSTALLING TWO (2) 6' DISH ANTENNAS, TWO (2) ISH ANTENNA, AND TWO (2) 4' CORNER REFLECTORS ICTION OF A NEW EQUIPMENT SHELTER. REMOVE ABOVE APPROXIMATELY 690 FT. TWO (2) TV NNA, AND ONE (1) 4' GRID ANTENNA WILL BE

SHT. NO.	DESCRIPTION	REV NO	REVISION DATE
T-1	TITLE SHEET	2	9/27/11
Z-1	SITE PLAN & NOTES	2	9/27/11
Z-2	SITE DETAIL PLAN	2	9/27/11
Z-3	ELEVATION, DETAILS & NOTES	2	9/27/11
Z-4	DETAILS	2	9/27/11
SH	EET INDEX		

THESE DRAWINGS ARE FORMATTED FOR 24"X36". OTHER SIZED VERSIONS ARE NOT PRINTED TO THE SCALE SHOWN. CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

P.O. BOX 217 ELIZABETHTOWN, NY 12932
---

TECTONIC : PLANNING : ENGINEERIN : SURVEYING : CONSTRUCT MANAGEMENT

**TECTONIC** Engineering & Surveying Consultants F 36 British American Blvd., Suite 101 Latham, NY 12110

Phone: (518) 783—1630

Fax: (518) 783—1544

www.tectonicengineering.com

DESIGN APPROVAL

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 DATE
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 FOR COMMENT

 1
 9/19/11
 PER COMMENTS

2 9/27/11 PER COMMENTS

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0 1 2 3

TERRY MOUNTAIN

1159 PEASLEEVILLE RD

TOWN OF PERU

ORIGINAL SIZE IN INCHES

TOWN OF PERU CLINTON COUNTY NY 12972

SHEET TITLE
TITLE SHEET

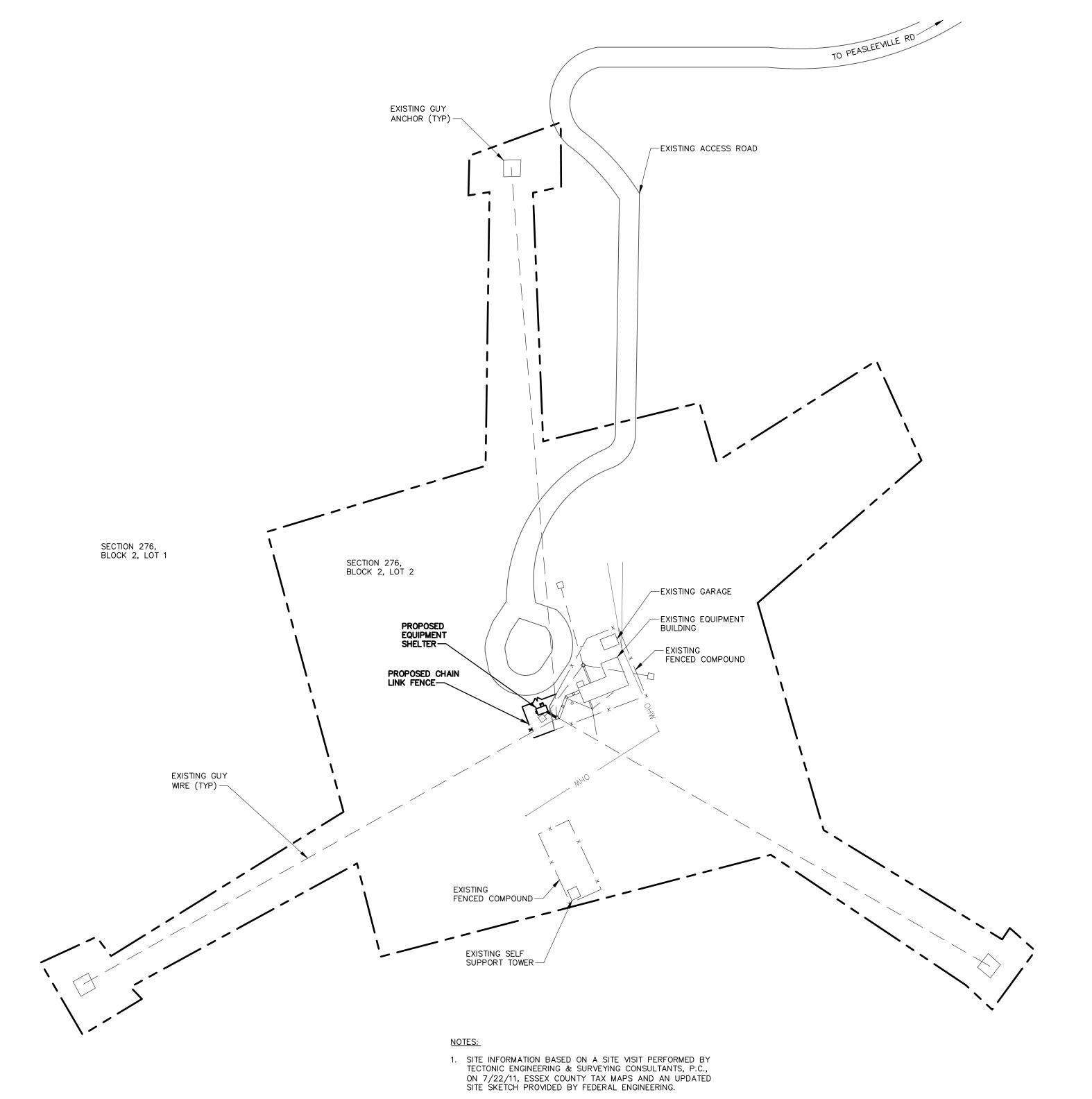
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SHEET NUMBER

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# NORTH ORIENTATION

NORTH ORIENTATION ESTABLISHED BY COMPASS OBSERVATION.



2. THE PROJECT SITE AREA CONTAINS NO SHORELINES OR

THERE ARE NO KNOWN WETLANDS TO EXIST WITHIN THE PROJECT SITE AREA.

4. THE PROJECT SITE AREA IS NOT LOCATED WITHIN A FLOOD

NAVIGABLE WATERS.

# GENERAL NOTES

- 1. THIS PROJECT IS THE INSTALLATION OF AN UNMANNED PUBLIC SERVICE WIRELESS COMMUNICATION FACILITY.
- 2. THE PROPOSED DEVELOPMENT IS UNMANNED AND DOES NOT REQUIRE A MEANS OF WATER SUPPLY, SEWAGE DISPOSAL, OR HANDICAPPED ACCESS
- 3. THE PROPOSED DEVELOPMENT IS MINIMAL, WILL CREATE NEGLIGIBLE ADDITIONAL STORMWATER RUNOFF, AND WILL, THEREFORE, NOT IMPACT THE EXISTING STORMWATER DRAINAGE SYSTEM.
- 4. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE, SOLID WASTE RECEPTACLES, OR PLUMBING.
- 5. ADEQUATE PARKING EXISTS FOR ONE VEHICLE FOR MAINTENANCE OR EMERGENCY SERVICE ONCE A MONTH.
- 6. THERE ARE NO NEW STREETS, CURBS, SIDEWALKS, OR WALKWAYS
- 7. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.

# SITE NOTES

- 1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
- 2. RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
- 3. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE EQUIPMENT AND TOWER AREAS.
- 4. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW, OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- 5. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
- 6. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UITLITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
- 7. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED, OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF THE ENGINEER.
- 8. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH.
- 9. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE NEW YORK STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL AND COORDINATED WITH THE TOWN.

# LEGEND

EXISTING PROPERTY LINE

EXISTING EDGE OF GRAVEL DRIVE

EXISTING GUY WIRE

EXISTING STRUCTURE

EXISTING FENCE

EXISTING OVERHEAD WIRES

EXISTING UTILITY POLE

PROPOSED FENCE

PLEBRATING
VEARS
OF THE PROPERTY OF THE PROPER

TECTONIC

PLANNING
PROJECTION
PROJECTION
PLANNING
PROJECTION
SURVEYING
CONSTRUCTION
MANAGEMENT

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Latham, NY 12110

Phone: (518) 783-1630 Fax: (518) 783-1544 www.tectonicengineering.com

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REAL ESTATE	DATE:

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2	9/27/11	PER COMMENTS

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ORIGINAL SIZE IN INCHES

SITE INFORMATION

TERRY MOUNTAIN
1159 PEASLEEVILLE RD
TOWN OF PERU
CLINTON COUNTY
NY 12972

SHEET TITLE

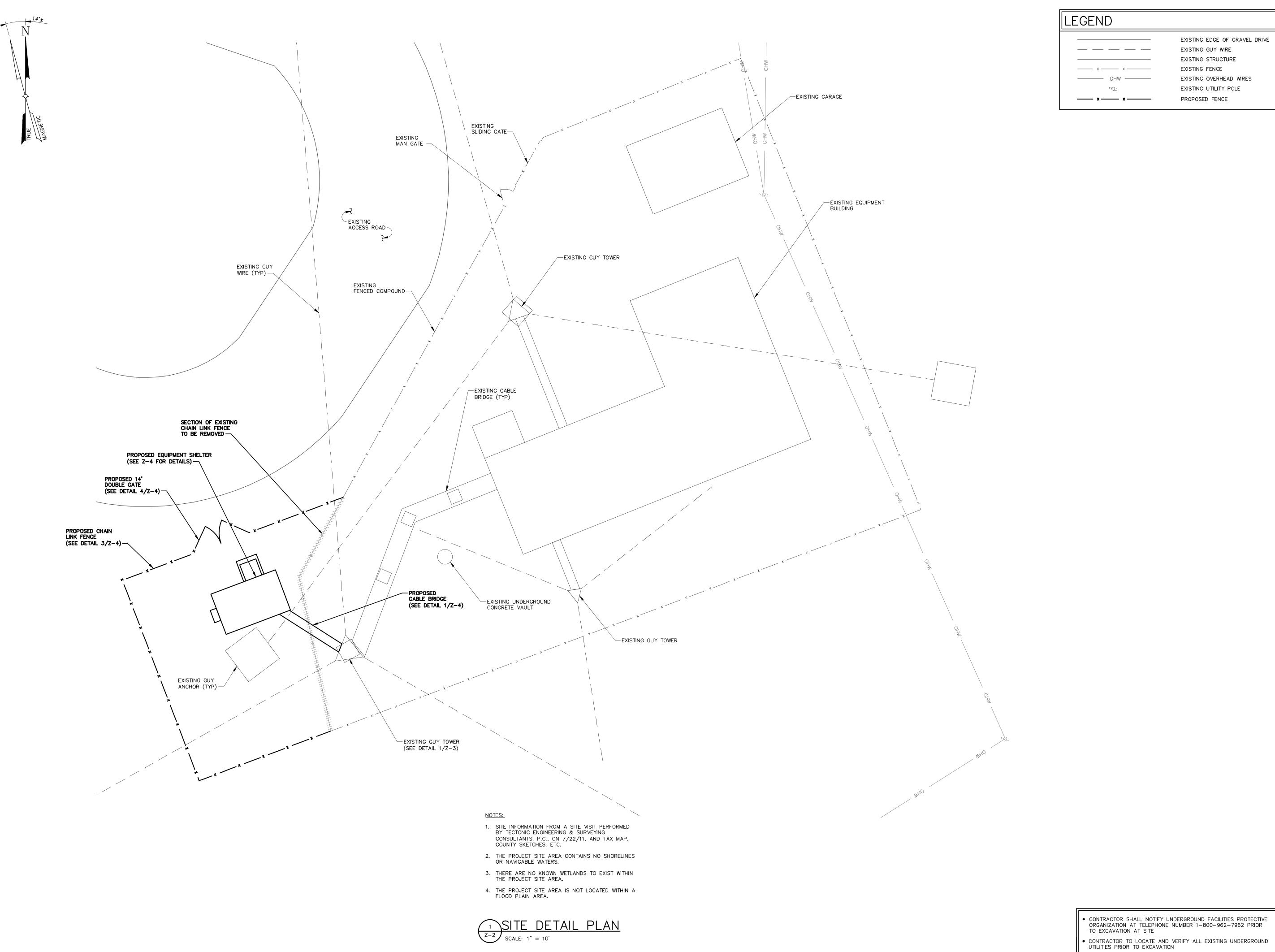
SITE PLAN & NOTES

SHEET NUMBER

**Z**-1

- - CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR TO EXCAVATION AT SITE
  - ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS

• CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION



# LEGEND

EXISTING EDGE OF GRAVEL DRIVE EXISTING GUY WIRE EXISTING STRUCTURE EXISTING FENCE EXISTING OVERHEAD WIRES \_\_\_\_\_ OHW \_\_\_\_\_ EXISTING UTILITY POLE PROPOSED FENCE

7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932

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TERRY MOUNTAIN 1159 PEASLEEVILLE RD TOWN OF PERU CLINTON COUNTY NY 12972

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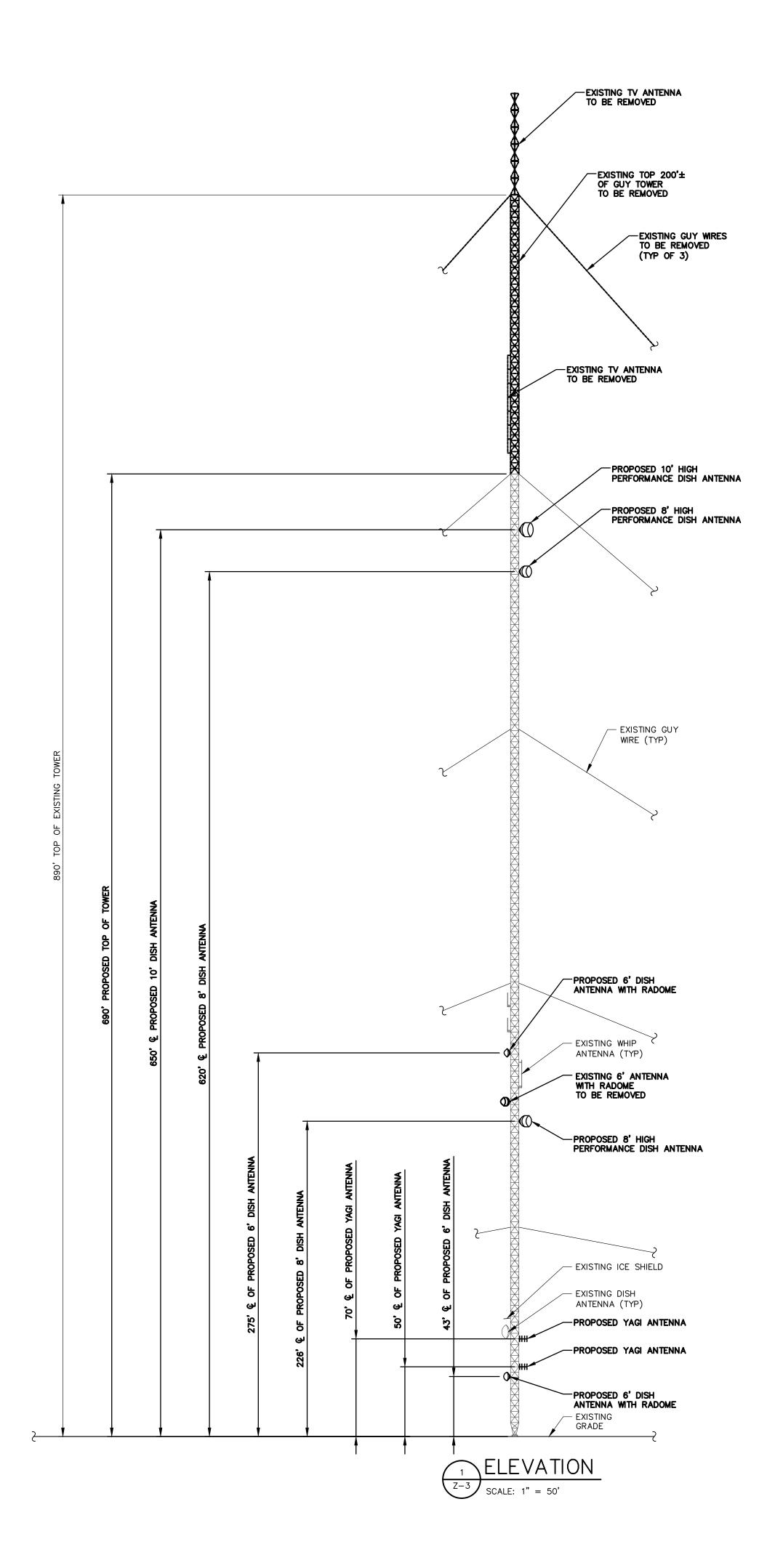
SITE DETAIL PLAN

ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND

UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS

SHEET NUMBER

**Z-2** 



ANTENNA AND TRANSMISSION LINE SCHEDULE				
ANTENNA	ANTENNA DATA	AZIMUTH	ANTENNA Ç HEIGHT (AGL)	TRANSMISSION LINE
10' HIGH PERFORMANCE DISH	RFS DA10-59A HIGH PERFORMANCE DISH ANTENNA	169° 6' 23.52"	650'±	EW60
8' HIGH PERFORMANCE DISH	RFS DA8-59A HIGH PERFORMANCE DISH ANTENNA	169° 6' 23.52"	620'±	EW60
6' DISH WITH RADOME	RFS PAD6-59B DISH ANTENNA WITH RADOME	60° 47' 27.75"	275'±	EW60
8' HIGH PERFORMANCE DISH	RFS DA8-59A HIGH PERFORMANCE DISH ANTENNA	234° 28' 3.14"	226'±	EW60
6' DISH WITH RADOME	RFS PAD6-65B DISH ANTENNA WITH RADOME	215° 38' 43.99"	43'±	EW65
4' CORNER REFLECTOR	SINCLAIR SV227 YAGI LMR ANTENNA	200°	70'±	7/8" HELIAX
4' CORNER REFLECTOR	SINCLAIR SV227 YAGI LMR ANTENNA	200°	50'±	7/8" HELIAX
NOTE				

NOTE:

ANTENNA AND COAXIAL SCHEDULE BASED ON AN RF ANTENNA DESIGN SHEET-DATA RECEIVED FROM ESSEX COUNTY.

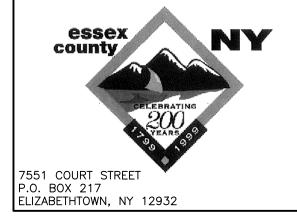
# | ANTENNA MOUNTING NOTES

- 1. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO ANSI/TIA-222-G-2005 "STRUCTURAL STANDARD FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES". DESIGN WIND SPEED = 90 MPH PER NYS BUILDING CODE (40 MPH IN CONJUNCTION WITH 0.75 INCHES OF DESIGN ICE THICKNESS).
- 2. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
- 3. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
- 4. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
- 5. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- 6. DESIGN OF THE ANTENNA MOUNTING BRACKETS, SUPPORTS, AND ALL COMPONENTS THEREOF AND ATTACHMENT THERETO SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER. MANUFACTURER SHALL PROVIDE THE OWNER DRAWINGS DETAILING ALL COMPONENTS OF THE ASSEMBLY, INCLUDING CONNECTIONS, DESIGN LOADS, AND ALL OTHER PERTINENT DATA. MANUFACTURER SHALL ALSO PROVIDE THE OWNER WITH A STATEMENT OF COMPLIANCE, INDICATING THAT THE ANTENNA SUPPORTS HAVE BEEN DESIGNED IN ACCORDANCE WITH ANSI/TIA-222-G STANDARDS. ALL SUBMISSIONS SHALL BEAR THE SIGNATURE AND SEAL OF A

PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.

# STRUCTURAL NOTE:

- . TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C. DID NOT EVALUATE THIS TOWER OR ANY PORTION THEREOF FOR STRUCTURAL CAPACITY TO PERMIT THIS INSTALLATION. NO TOWER DRAWINGS WERE AVAILABLE, NO CLIMBING INSPECTION WAS PERFORMED AND NO ANALYSIS WAS COMPLETED.
- 2. THE VERIFICATION OF STRUCTURAL ADEQUACY AND DESIGN OF THE ATTACHMENTS MUST BE PERFORMED, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.
- 3. ALL WORK SHOULD CONFORM TO THE CURRENT STANDARD (ANSI/TIA-222-G "STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS"), NEW YORK STATE BUILDING CODE, LATEST EDITION, NEW YORK STATE UNIFORM FIRE PREVENTION AND ITS REFERENCED STANDARDS.
- 4. REFER TO "FEASIBILITY STRUCTURAL ANALYSIS FOR A G-7 GUYED TOWER PLATTSBURGH, NY" PREPARED BY STAINLESS LLC, STAINLESS REPORT #145304, DATED JUNE 27, 2011.



\* PLANNING \* ENGINEERING \* ENGINEERING \* SURVEYING \* CONSTRUCT MANAGEMEN

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ORIGINAL SIZE IN INCHES

SITE INFORMATION

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CLINTON COUNTY
NY 12972

SHEET TITLE

ELEVATION, DETAILS & NOTES

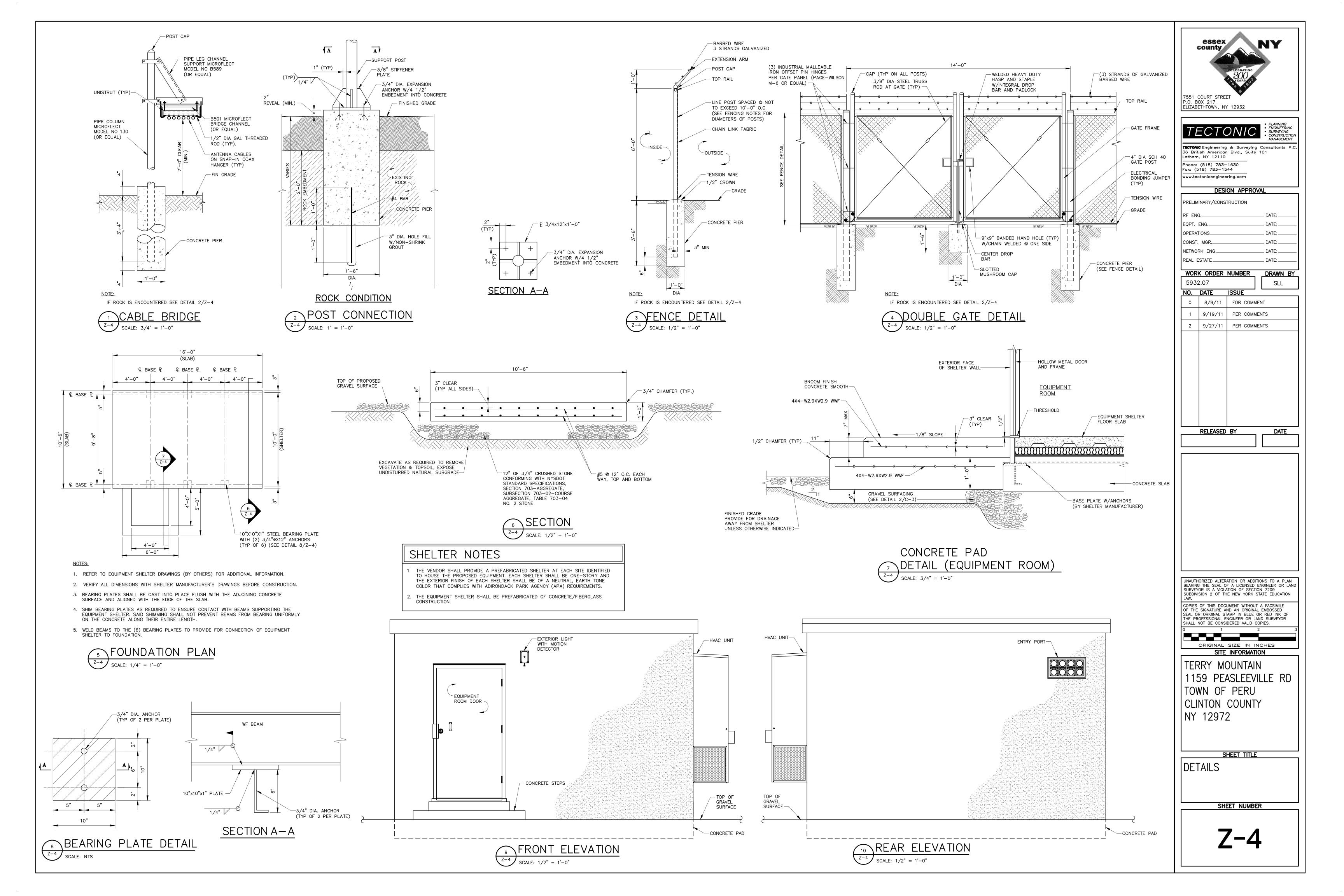
SHEET NUMBER

**Z-3** 

CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE	
ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR	
TO EXCAVATION AT SITE	

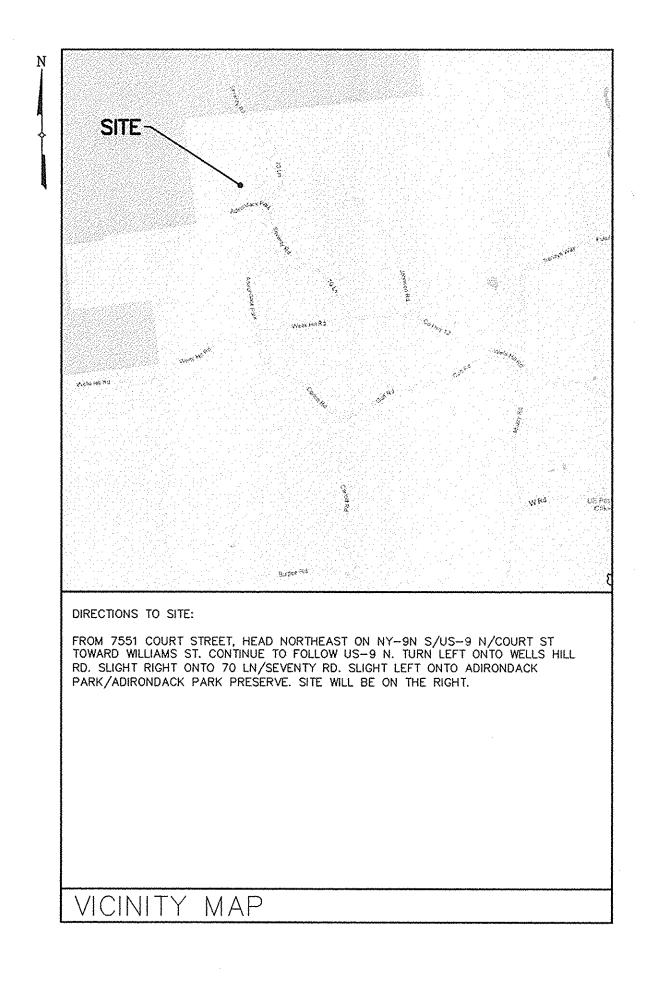
UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS

CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION
 ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND



# ESSEX COUNTY PUBLIC SAFETY REMOTE COMMUNICATIONS PROJECT

# SITE NAME: WELLSHILL



SITE NAME:	WELLS HILL						
SITE ADDRESS:	189 SEVENTY LANE LEWIS, NY 12950						
MUNICIPALITY:	TOWN OF LEWIS						
COUNTY:	ESSEX COUNTY						
TAX MAP NUMBER:	372-44.2						
TOWER COORDINATES:	N 44' 18' 12.02" W 73' 36' 47.38"						
GROUND ELEVATION:	1,548'± AMSL						
LAND OWNER:	NYCO MINERALS, INC. P.O. BOX 368 803 MOUNTAIN VIEW DR WILLSBORO, NY 12996						
TOWER OWNER:	ESSEX COUNTY 7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932						
APPLICANT:	ESSEX COUNTY 7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932						
CONTACT PERSON:	DONALD JAQUISH DIRECTOR/FIRE COORDINATOR ESSEX COUNTY EMERGENCY SERVICES 702 STOWERSVILLE RD P.O. BOX 30 LEWIS, NY 12950						
CONTACT PHONE:	(518) 873-3901						
PROJECT DESCRIPTION: THE PROPOSED PROJECT CONSISTS OF INSTALLING A NEW 50' SELF SUPPORT TOWER, TWO (2) NEW 6' DISH ANTENNAS, RELOCATING TWO (2) WHIP ANTENNAS, RELOCATING TWO (2) YAGI ANTENNAS AND THE ADDITION OF A NEW EQUIPMENT SHELTER. ONE (1) 4' DISH ANTENNA, ONE (1) 2' DISH ANTENNA WITH ELECTRONIC MODULE AND EXISTING 20' SELF SUPPORT TOWER WILL BE REMOVED.  PROJECT SUMMARY							
Roforo	You Dig Drill Or Blact!						
	∕ou Dig, Drill Or Blast!						
	ig   Safely.						
	lew York						

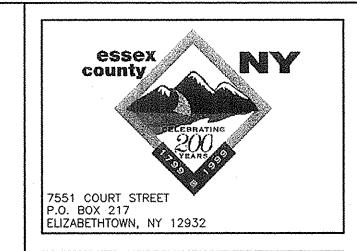
UNDERGROUND FACILITIES

PROTECTIVE ORGANIZATION

CALL US TOLL FREE 1-800-962-7962 NY industrial code rule 753 requires no less than two working days notice, but not more than ten days notice.

SHT. NO.	DESCRIPTION	REV NO	REVISION DATE
T-1	TITLE SHEET	4	3/13/12
SU-1	PARTIAL TOPOGRAPHIC SURVEY	0	8/6/11
SB-1	SETBACK PLAN	4	3/13/12
Z-1	SITE PLAN & NOTES	4	3/13/12
Z-2	SITE DETAIL PLAN	4	3/13/12
Z-3	ELEVATION & NOTES	4	3/13/12
Z-4	SHELTER ELEVATIONS & DETAILS	4	3/13/12
1			
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SH	EET INDEX		
OF C	SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS ONCERN HAVE BEEN ADDRESSED AND EACH OF THE DRAWINGS HAS BEED "FOR CONSTRUCTION"		

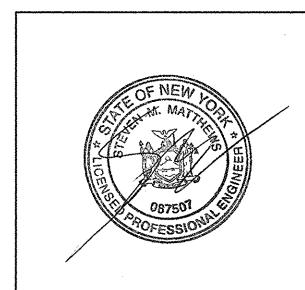
SHALL NOT BE CONSIDERED VALID COPIES. DO NOT SCALE DRAWINGS THESE DRAWINGS ARE FORMATTED FOR 24"X36". OTHER SIZED VERSIONS ARE NOT PRINTED TO THE SCALE SHOWN, CONTRACTOR SHALL VERIFY ALL PLANS. EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



Phone: (518) 783-1630 Fax: (518) 783-1544

DESIGN APPROVAL \_DATE:\_\_ \_ DATE: \_\_\_

DRAWN BY 3 3/13/12 PER COMMENTS 4 3/13/12 FOR ZONING



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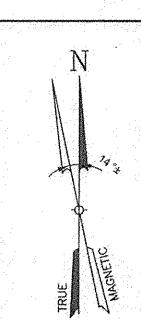


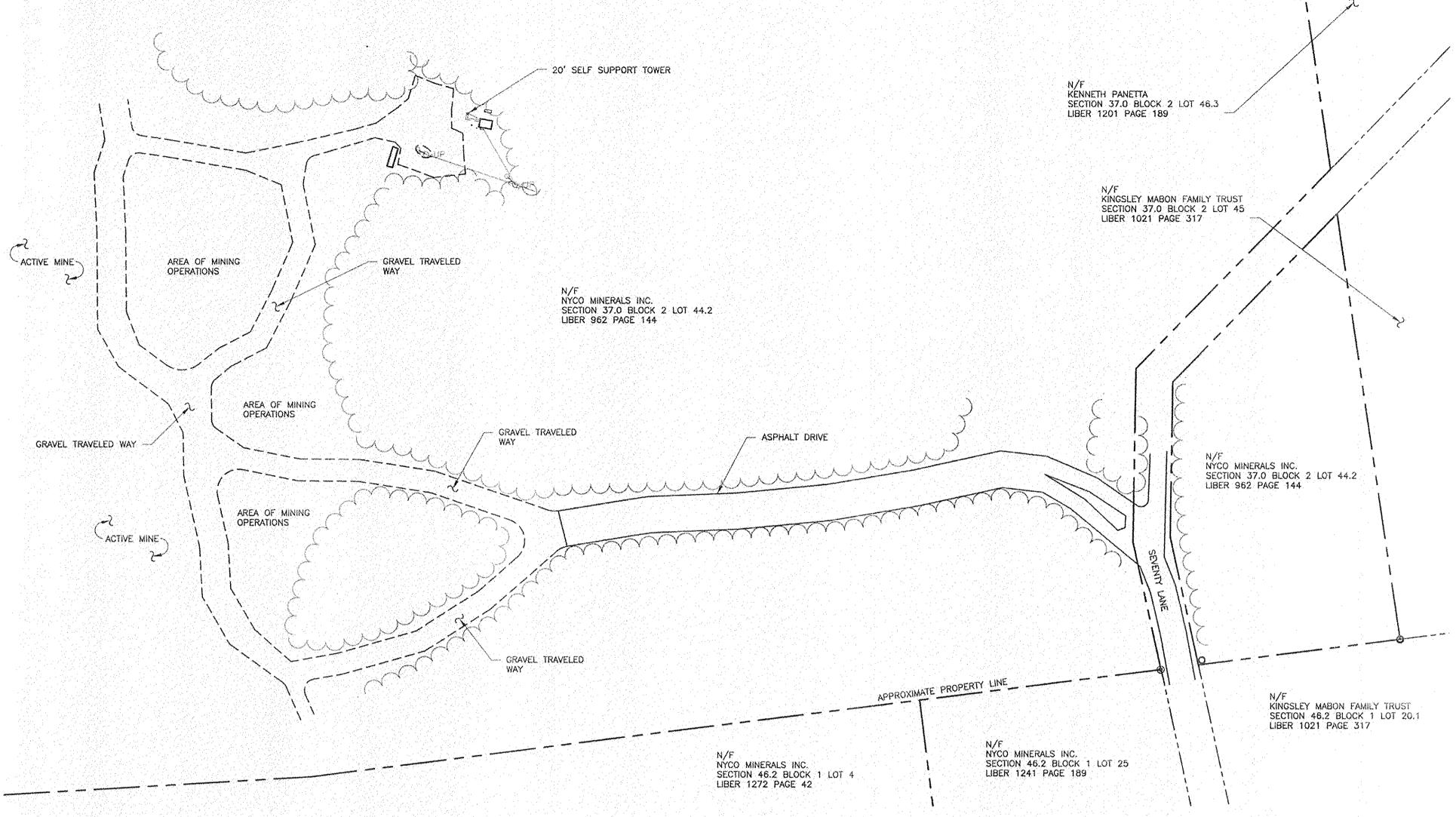
WELLS HILL 189 SEVENTY LANE TOWN OF LEWIS ESSEX COUNTY NY 12950

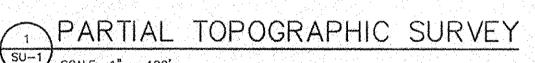
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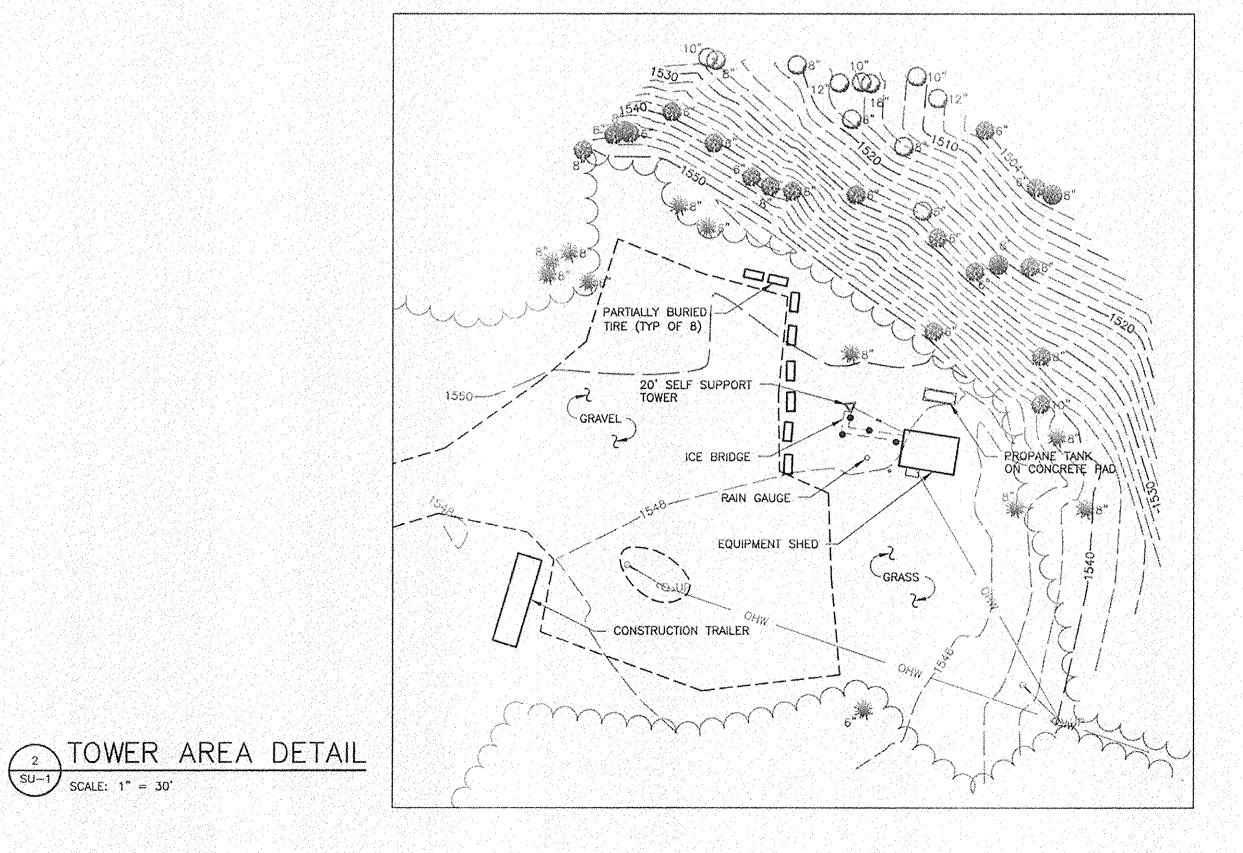
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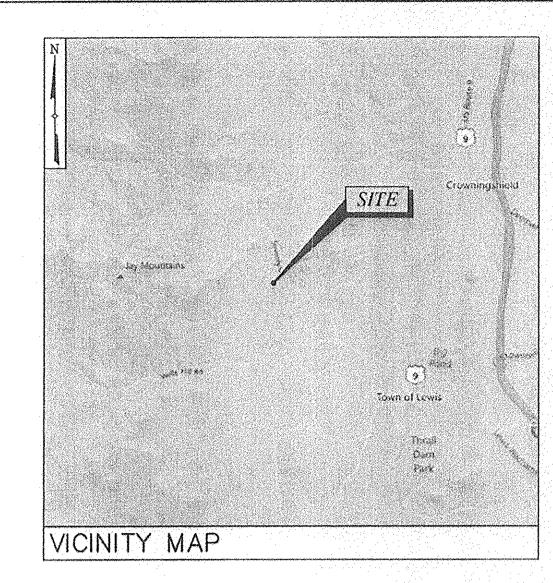
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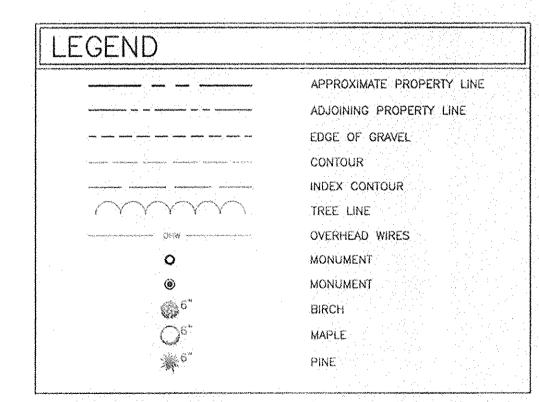


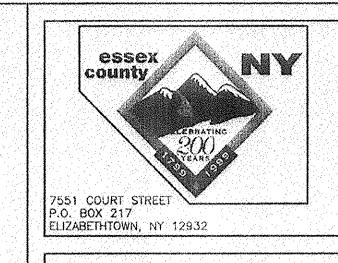




# GENERAL NOTES

- THIS PLAN IS BASED ON A FIELD SURVEY BY TECTONIC ENGINEERING AND SURVEYING CONSULTANTS, PC COMPLETED ON 8/2/11.
- VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM 1988.
- MERIDIAN AND COORDINATES REFER TO NEW YORK STATE PLANE, NAD 83, NEW YORK EAST ZONE AND ARE BASED ON GPS OBSERVATIONS.
- REFERENCES: (A) DEED: BOOK 962 PAGE 144
- (B) MAP ENTITLED: "MAP OF SURVEY SHOWING CERTAIN LANDS OF PROCESSED MINERALS INCORPORATED" FILED IN THE ESSEX COUNTY CLERK'S OFFICE AS MAP #3038.
- THIS SURVEY IS SUBJECT TO A COMPLETE AND UP TO DATE ABSTRACT OF TITLE. COVENANTS, EASEMENTS, GRANTS AND RIGHTS OF WAY NOT VISIBLE AND NOT REFERENCED ARE NOT SHOWN. TECTONIC ENGINEERING AND SURVEYING CONSULTANTS, PC SHALL NOT BE LIABLE FOR THE DISTURBANCE
- TO ANYONE'S RIGHT TO THE USE OF THE PROPERTY OR THE DISTURBANCE OF ANY UTILITIES NOT SHOWN OR REFERENCED ON THIS SURVEY PLAT. UNDERGROUND IMPROVEMENTS IF ANY AND NOT VISIBLE AT THE TIME OF THE SURVEY, HAVE NOT BEEN LOCATED IN THE FIELD OR SHOWN HEREON.
- LOCATIONS OF ALL UTILITIES AND SUBSTRUCTURES ARE APPROXIMATE ONLY BASED ON SURFACE EVIDENCE AND EXISTING PLANS. THE INFORMATION GIVEN ON THE SURVEY PERTAINING TO UTILITIES AND SUBSTRUCTURES IS NOT CERTIFIED TO ACCURACY OR COMPLETENESS, CONSULT WITH THE APPROPRIATE COMPANY OR AGENCY BEFORE DESIGNING OR CONSTRUCTING IMPROVEMENTS. TECTONIC ENGINEERING AND SURVEYING CONSULTANTS, P.C. WILL NOT BE RESPONSIBLE FOR ANY DAMAGE SUBSEQUENTLY CAUSED TO PERSONNEL. STRUCTURES, OR UTILITIES.
- . THIS SURVEY PLAT IS FOR SITE PLAN/ENGINEERING PURPOSES ONLY AND IS NOT INTENDED TO BE USED FOR THE TRANSFER OF TITLE.
- 9. THE SUBJECT PROPERTY FALLS WITHIN FLOOD ZONE "C" AS PER THE NATIONAL FLOOD INSURANCE RATE MAP FOR THE TOWN OF LEWIS, COUNTY OF ESSEX, STATE OF NEW YORK, COMMUNITY PANEL NO # 361152-D, EFFECTIVE DATE OF MAY 15, 1985. THIS DETERMINATION IS BASED ON SCALED MAP LOCATION AND GRAPHIC PLOTTING.
- O. THE PROPERTY LINES SHOWN HEREON ARE APPROXIMATE AND FOR ORIENTATION PURPOSE ONLY AND THEY DO NOT REPRESENT A PROPERTY/BOUNDARY OPINION BY THE LAND SURVEYOR.
- 11. WETLANDS, IF PRESENT, HAVE NOT BEEN LOCATED OR SHOWN HEREON. 12, NOT ALL IMPROVEMENTS ON THE PARCEL BEING SURVEYED HAVE BEEN





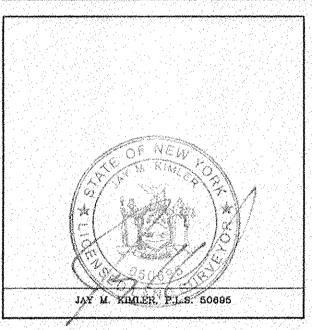
TECTONIC Engineering & Surveying Consultants P.C 36 British American Blvd., Suite 101 Latham, NY 12110 Phone: (518) 783-1630 Fax: (518) 783-1544 www.tectonicengineering.com

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ORIGINAL SIZE IN INCHES SITE INFORMATION

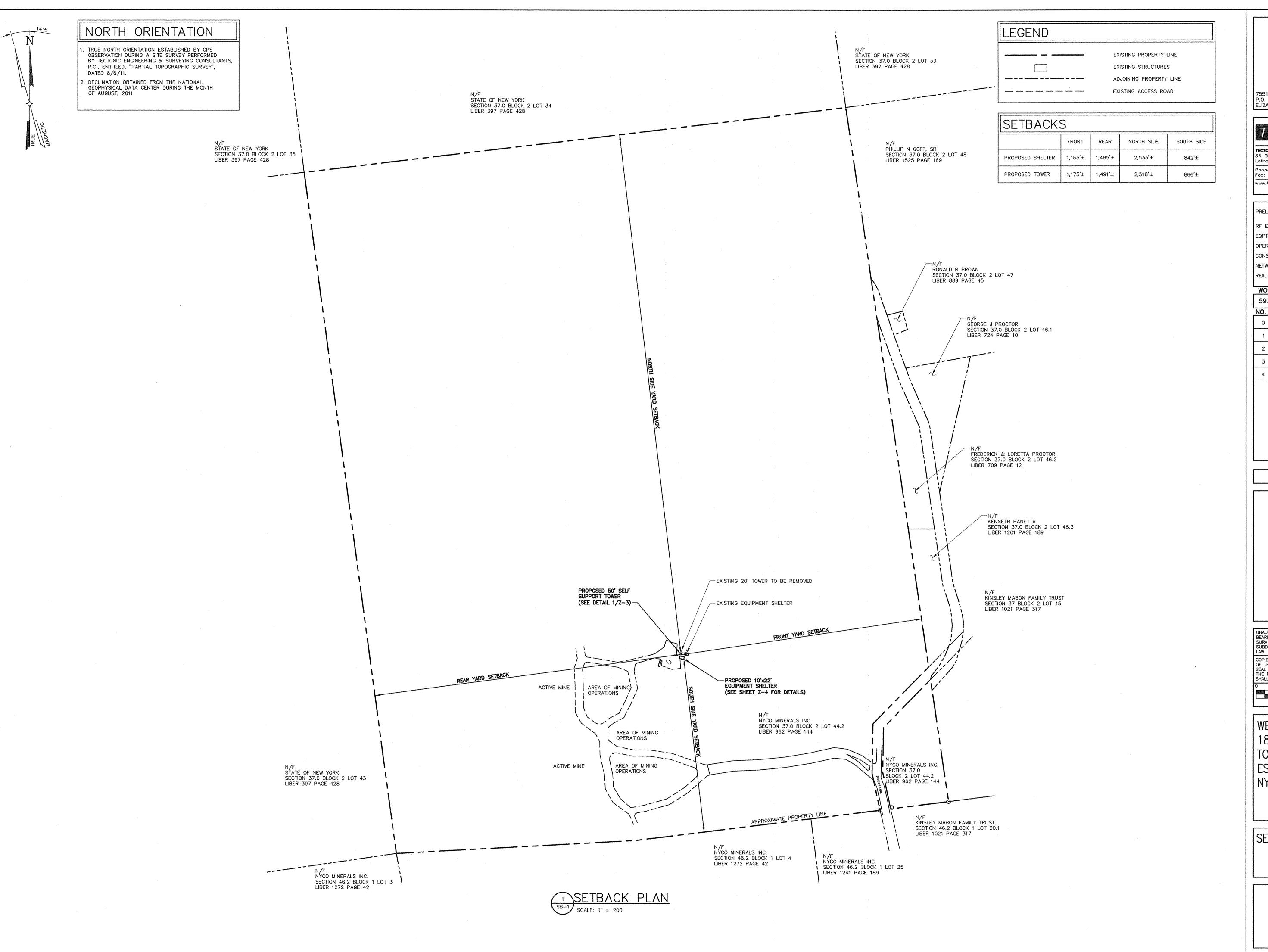
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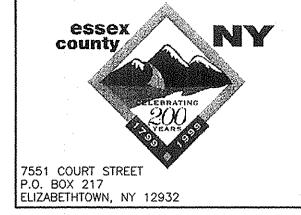
WELLS HILL SEVENTY LANE TOWN OF LEWIS ESSEX COUNTY NY 12950

SHEET TITLE

PARTIAL TOPOGRAPHIC SURVEY

SHEET NUMBER





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Phone: (518) 783—1630
Fax: (518) 783—1544
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WELLS HILL
189 SEVENTY LANE
TOWN OF LEWIS
ESSEX COUNTY
NY 12950

SHEET TITLE

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SHEET NUMBER

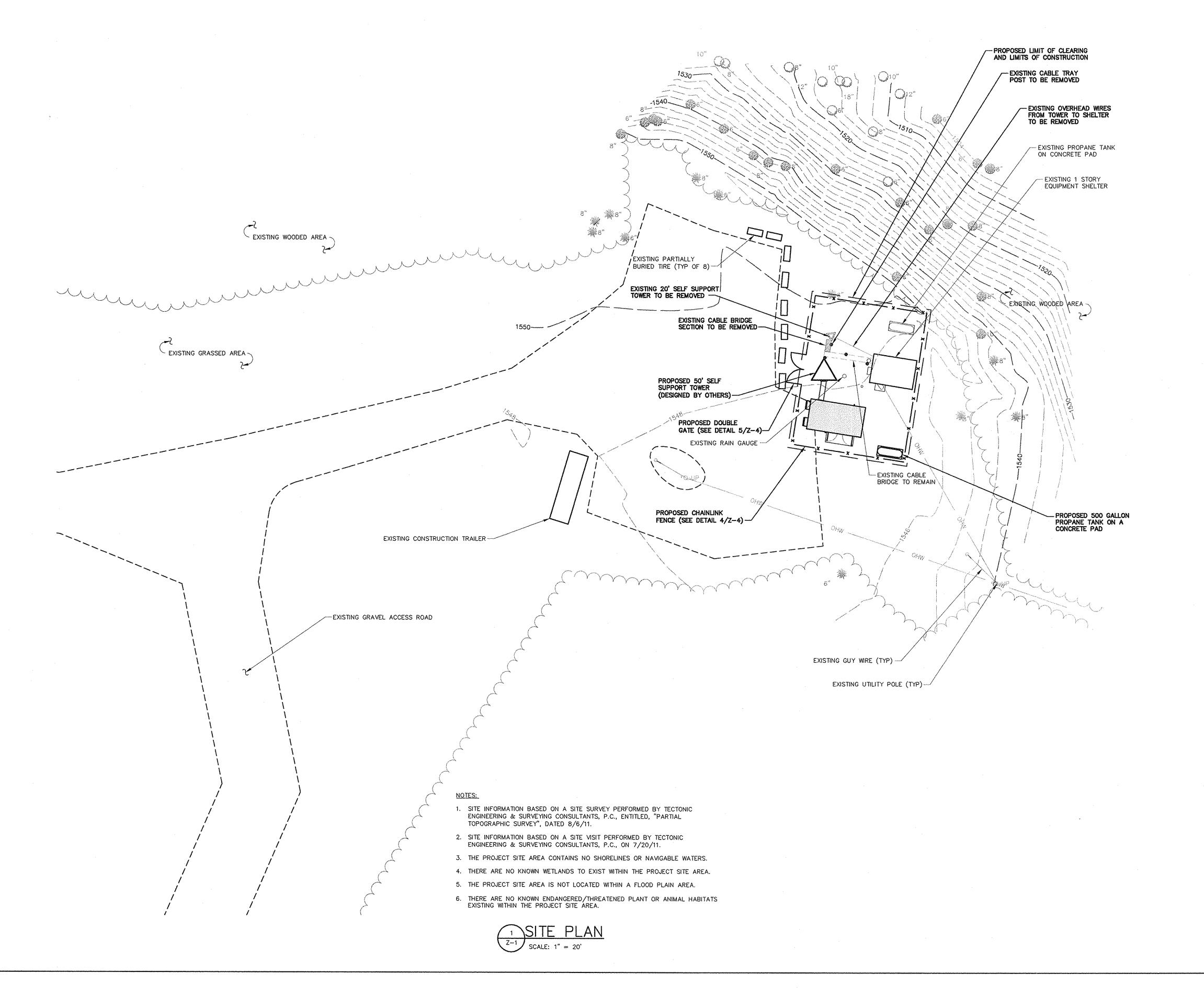
SB-1

# TRUE MAGNETIC MAGNETIC

# NORTH ORIENTATION

. TRUE NORTH ORIENTATION ESTABLISHED BY GPS
OBSERVATION DURING A SITE SURVEY PERFORMED
BY TECTONIC ENGINEERING & SURVEYING CONSULTANTS,
P.C., ENTITLED, "PARTIAL TOPOGRAPHIC SURVEY",
DATED 8/6/11.

DECLINATION OBTAINED FROM THE NATIONAL GEOPHYSICAL DATA CENTER DURING THE MONTH OF AUGUST, 2011

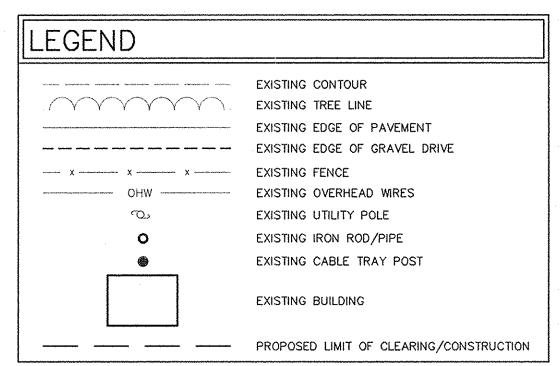


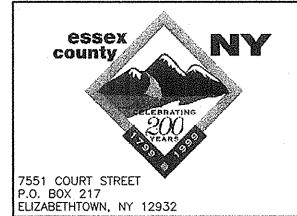
# GENERAL NOTES

- THE PROJECT IS THE INSTALLATION OF AN UNMANNED PUBLIC SAFETY WIRELESS COMMUNICATION FACILITY.
- 2. THE PROPOSED DEVELOPMENT IS UNMANNED AND DOES NOT REQUIRE A MEANS OF WATER SUPPLY, SEWAGE DISPOSAL, OR HANDICAPPED ACCESS.
- 3. THE PROPOSED DEVELOPMENT IS MINIMAL, WILL CREATE NEGLIGIBLE ADDITIONAL STORMWATER RUNOFF, AND WILL, THEREFORE, NOT IMPACT THE EXISTING STORMWATER DRAINAGE SYSTEM.
- 4. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE, SOLID WASTE RECEPTACLES, OR PLUMBING.
- ADEQUATE PARKING EXISTS FOR ONE VEHICLE FOR MAINTENANCE OR EMERGENCY SERVICE.
- 6. THERE ARE NO NEW STREETS, CURBS, SIDEWALKS, OR WALKWAYS PROPOSED.7. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.

# SITE NOTES

- 1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
- 2. RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
- 3. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE EQUIPMENT AND TOWER AREAS.
- 4. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW, OR ICE SHALL NOT BE PLACED IN ANY FILL OR
- 5. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM
- GRADE PRIOR TO FINISHED SURFACE APPLICATION.
- 6. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
- 7. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED, OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF THE ENGINEER.
- 8. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH.
- 9. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE NEW YORK STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE TOWN.





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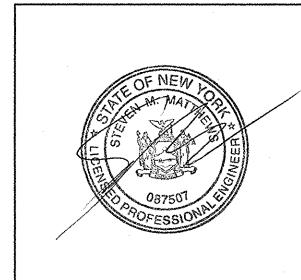
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# DESIGN APPROVAL

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ORIGINAL SIZE IN INCHES
SITE INFORMATION

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WELLS HILL
189 SEVENTY LANE
TOWN OF LEWIS
ESSEX COUNTY
NY 12950

SHEET TITLE

SITE PLAN & NOTES

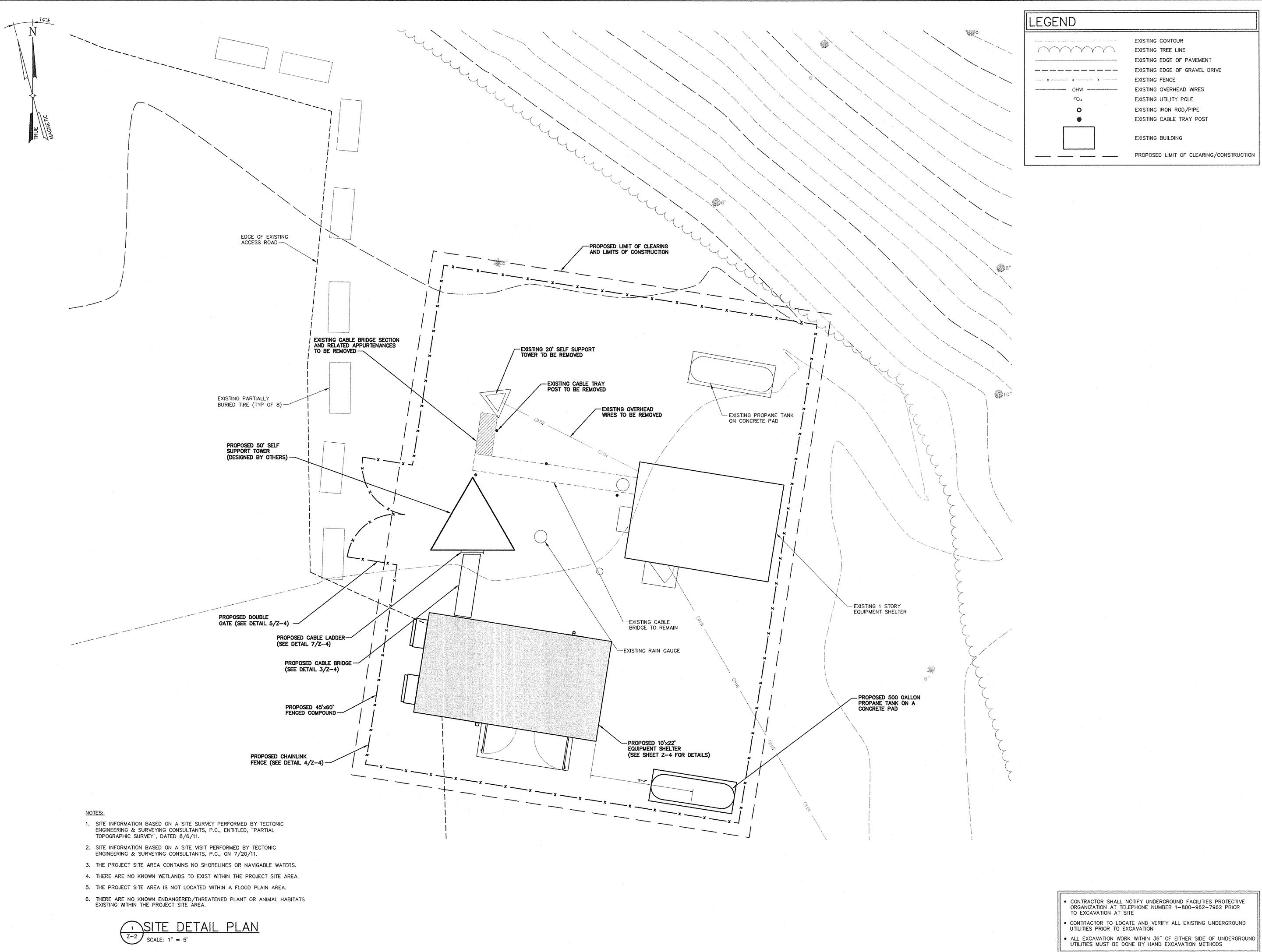
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 CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR TO EXCAVATION AT SITE

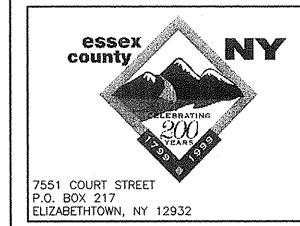
• CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION

UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS

ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND



EXISTING CONTOUR EXISTING TREE LINE EXISTING EDGE OF PAVEMENT EXISTING EDGE OF GRAVEL DRIVE EXISTING FENCE EXISTING OVERHEAD WIRES EXISTING UTILITY POLE EXISTING IRON ROD/PIPE EXISTING CABLE TRAY POST EXISTING BUILDING



PLANNING
 ENGINEERING
 SURVEYING
 CONSTRUCTION
 MANAGEMENT

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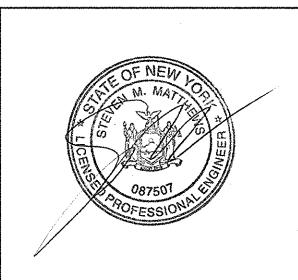
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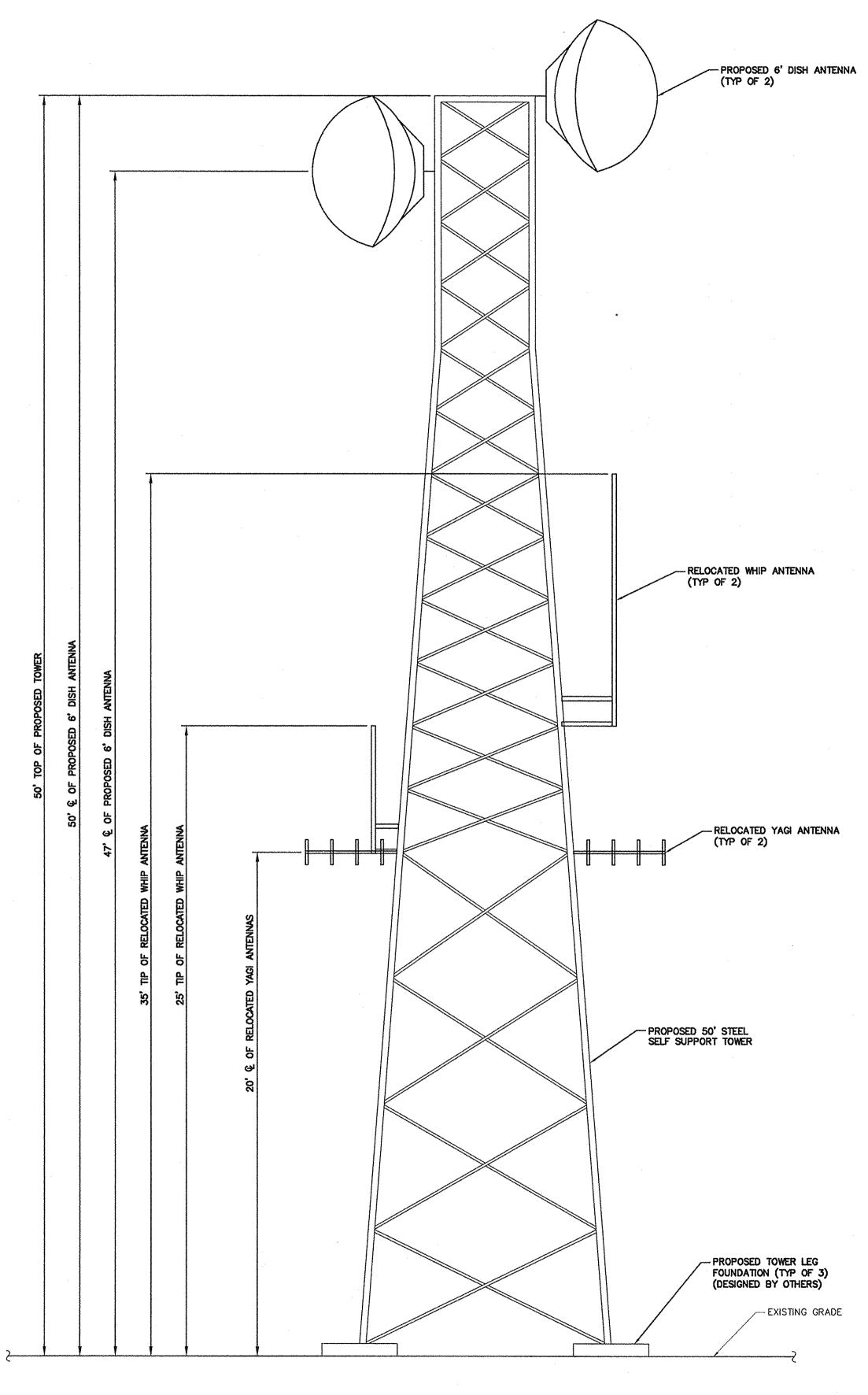
ORIGINAL SIZE IN INCHES SITE INFORMATION

WELLS HILL 189 SEVENTY LANE TOWN OF LEWIS ESSEX COUNTY NY 12950

SHEET TITLE SITE DETAIL PLAN

SHEET NUMBER

**Z-2** 



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- TOWER WIDTH AND DEPTH DIMENSIONS AT THE BASE AND TOP TO BE DETERMINED BY THE STRUCTURAL DESIGN ENGINEERS.
- 2. EXACT TYPE OF ANTENNA MOUNTS TO TO BE DETERMINED BY THE STRUCTURAL DESIGN ENGINEERS.



	ANTE	NNA AND C	OAXIAL SCHEDULE			
	LEG	ANTENNA	ANTENNA DATA	AZIMUTH	ANTENNA Ç HEIGHT (AGL)	COAXIAL CABLE
	SOUTHWEST	6' DISH	PROPOSED 6' DISH ANTENNA	167.03°	47 <b>'</b> ±	RFS E60
	NORTH	5' WHIP	RELOCATED 5' WHIP ANTENNA	N/A	25'± TIP	LDF-4
:	NORTH	YAGI ANTENNA	RELOCATED YAGI ANTENNA	58*	20'±	LDF-4
	SOUTHEAST	6' DISH	PROPOSED 6' DISH ANTENNA	110.1*	50'±	RFS E60
	SOUTHEAST	10' WHIP	RELOCATED 10' WHIP ANTENNA	N/A	35'± TIP	LDF-4
	SOUTHEAST	YAGI ANTENNA	RELOCATED YAGI ANTENNA	152*	20'±	LDF-4

. ANTENNA AND COAXIAL SCHEDULE BASED ON AN RF ANTENNA DESIGN SHEET-DATA RECEIVED FROM ESSEX COUNTY.

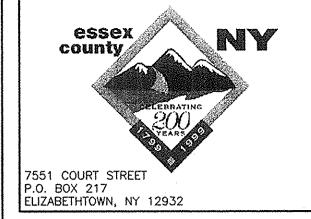
# ANTENNA MOUNTING NOTES

DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO TIA/EIA-222-F-1996 "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES". DESIGN WIND SPEED = 75 MPH PER NYS BUILDING CODE (65 MPH IN CONJUNCTION WITH 0.5 INCHES OF DESIGN ICE THICKNESS).

- 2. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
- 3. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC—COATING (HOT—DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
- 4. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
- 5. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- 6. DESIGN OF THE ANTENNA MOUNTING BRACKETS, SUPPORTS, AND ALL COMPONENTS THEREOF AND ATTACHMENT THERETO SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER. MANUFACTURER SHALL PROVIDE THE OWNER DRAWINGS DETAILING ALL COMPONENTS OF THE ASSEMBLY, INCLUDING CONNECTIONS, DESIGN LOADS, AND ALL OTHER PERTINENT DATA. MANUFACTURER SHALL ALSO PROVIDE THE OWNER WITH A STATEMENT OF COMPLIANCE, INDICATING THAT THE ANTENNA SUPPORTS HAVE BEEN DESIGNED IN ACCORDANCE WITH TIA-222-F STANDARDS. ALL SUBMISSIONS SHALL BEAR THE SIGNATURE AND SEAL OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.

# STRUCTURAL NOTE:

- 1. PROPOSED TOWER AND TOWER FOUNDATION TO BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.
- 2. THE VERIFICATION OF STRUCTURAL ADEQUACY AND DESIGN OF THE ATTACHMENTS MUST BE PERFORMED, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.
- 3. ALL WORK SHOULD CONFORM TO ANSI STANDARD "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES", NEW YORK STATE BUILDING CODE, LATEST EDITION, NEW YORK STATE UNIFORM FIRE PREVENTION AND ITS REFERENCED STANDARDS.



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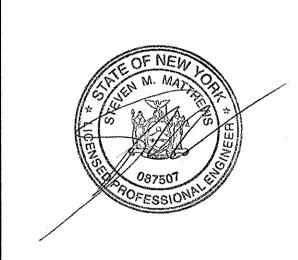
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# DESIGN APPROVAL

	PRELIMINARY/CONSTRUCTION	
	RF ENG.	DATE:
	EQPT. ENG.	DATE:
	OPERATIONS	DATE:
	CONST. MGR.	DATE:
:	NETWORK ENG.	DATE:
	REAL ESTATE	DATE:

WOR	K ORDER	NUMBER	DRAWN BY
5932		TVOMOZIX	SLL
NO.	DATE	ISSUE	
0	8/12/11	FOR COMME	NT
1	9/9/11	PER COMME	NTS
2	1/12/12	PER COMME	NTS
3	3/13/12	PER COMME	NTS
4	3/13/12	FOR ZONING	<b>1</b>

RELEASED BY



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ORIGINAL SIZE IN INCHES
SITE INFORMATION

WELLS HILL
189 SEVENTY LANE
TOWN OF LEWIS
ESSEX COUNTY
NY 12950

SHEET TITLE

| | ELEVATION & NOTES

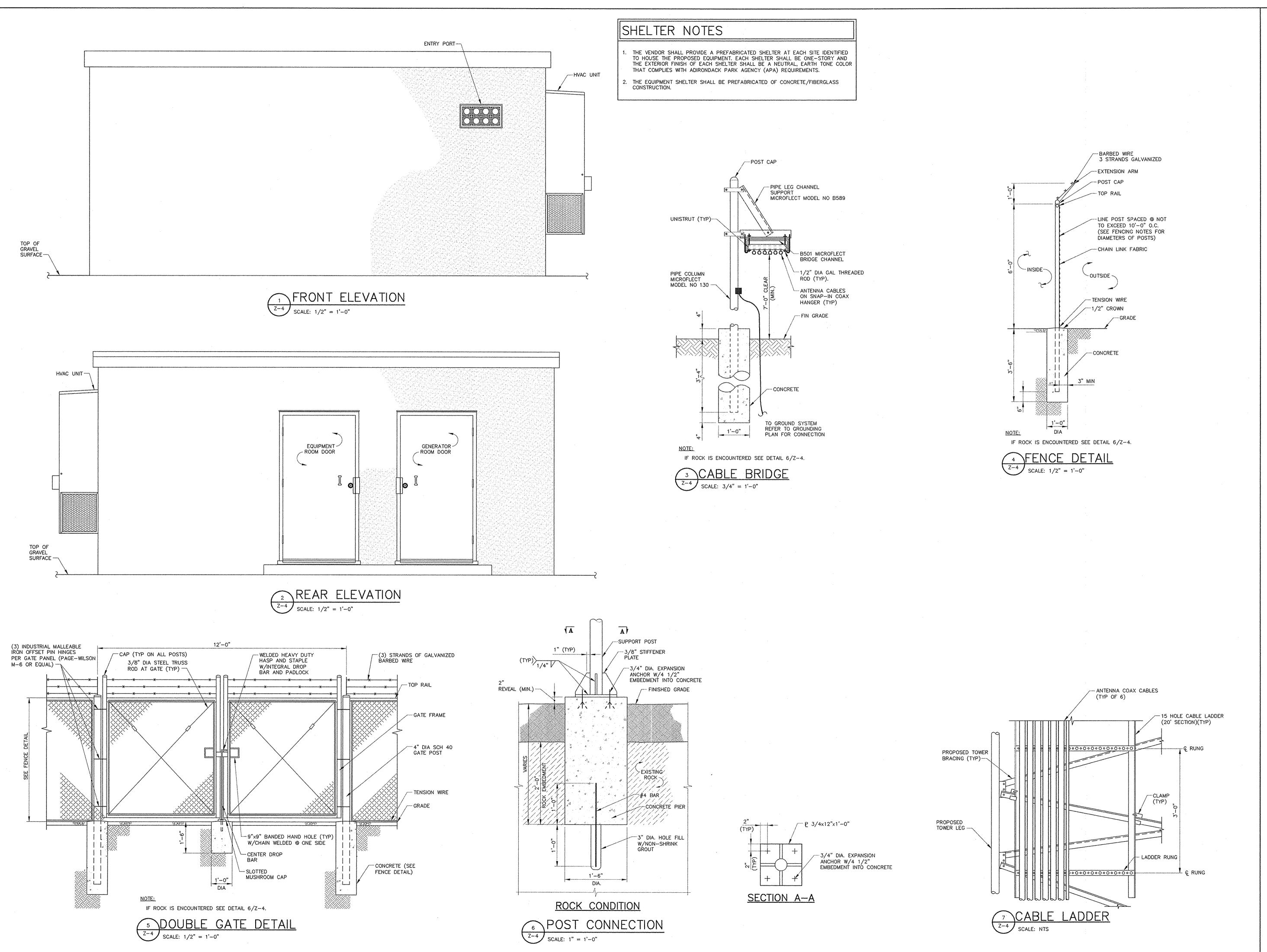
SHEET NUMBER

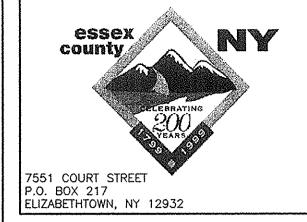
2-3

CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR TO EXCAVATION AT SITE

• CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION

ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS





TECTONIC

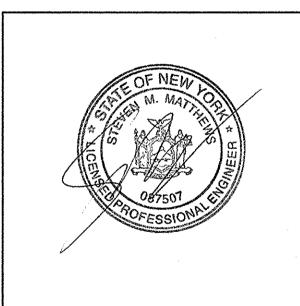
TECTONIC Engineering & Surveying Consultants P.C. 36 British American Blvd., Suite 101 Latham, NY 12110
Phone: (518) 783-1630
Fax: (518) 783-1544
www.tectonicengineering.com

# DESIGN APPROVAL

PRELIMINARY/CONSTRUCTION	
RF ENG.	DATE:
EQPT. ENG	DATE:
OPERATIONS	DATE:
CONST. MGR.	DATE:
NETWORK ENG.	DATE:
REAL ESTATE	DATE:

L	2.10		XXX
NO.	DATE	ISSUE	
0	8/12/11	FOR COMME	ENT
1	9/9/11	PER COMME	ENTS
2	1/12/12	PER COMME	ENTS
3	3/13/12	PER COMME	ENTS
4	3/13/12	FOR ZONING	3

RELEASED BY



DATE

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O 1 2 3

ORIGINAL SIZE IN INCHES

SITE INFORMATION

WELLS HILL
189 SEVENTY LANE
TOWN OF LEWIS
ESSEX COUNTY
NY 12950

SHEET TITLE

SHELTER ELEVATIONS & DETAILS

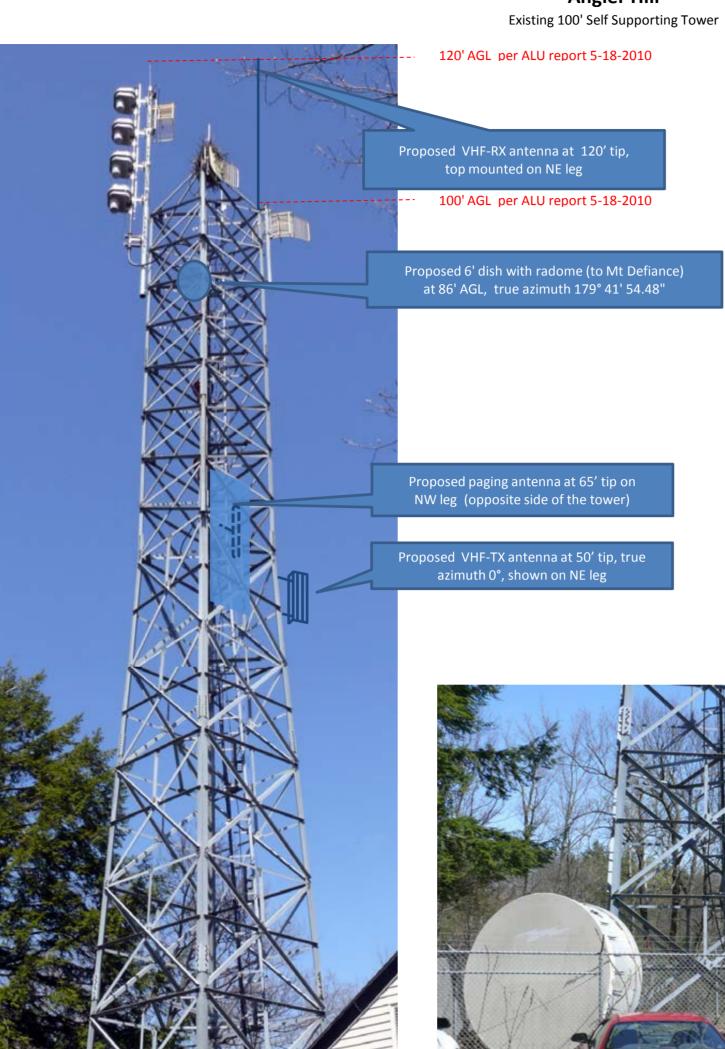
SHEET NUMBER

2-4

# **Attachment E – High-Level Site Summaries**

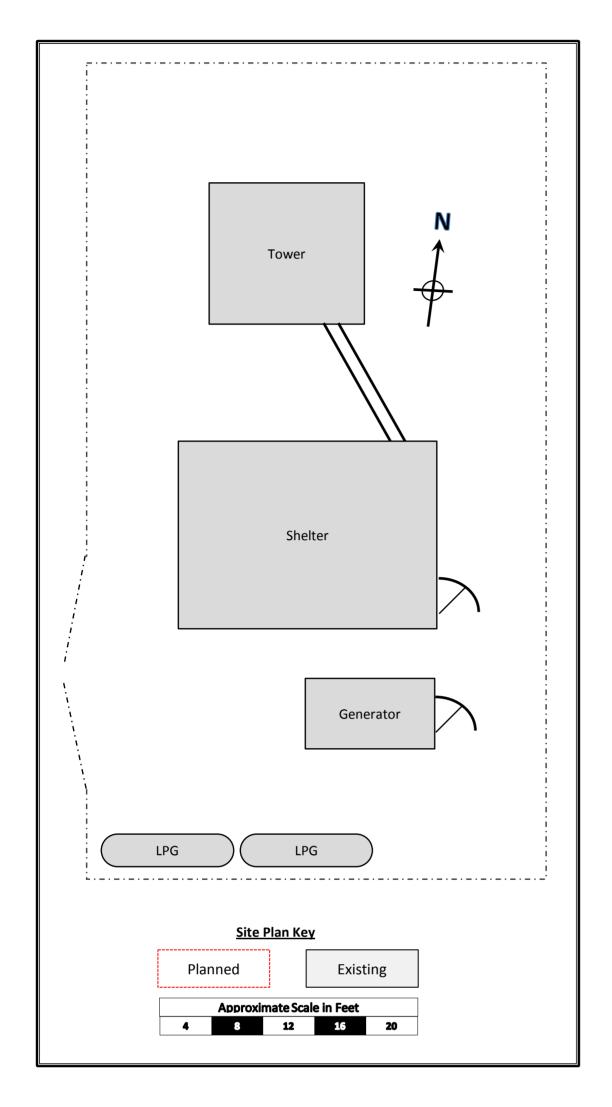
Provided electronically as Attachment E of this RFP is High-Level Summaries.pdf

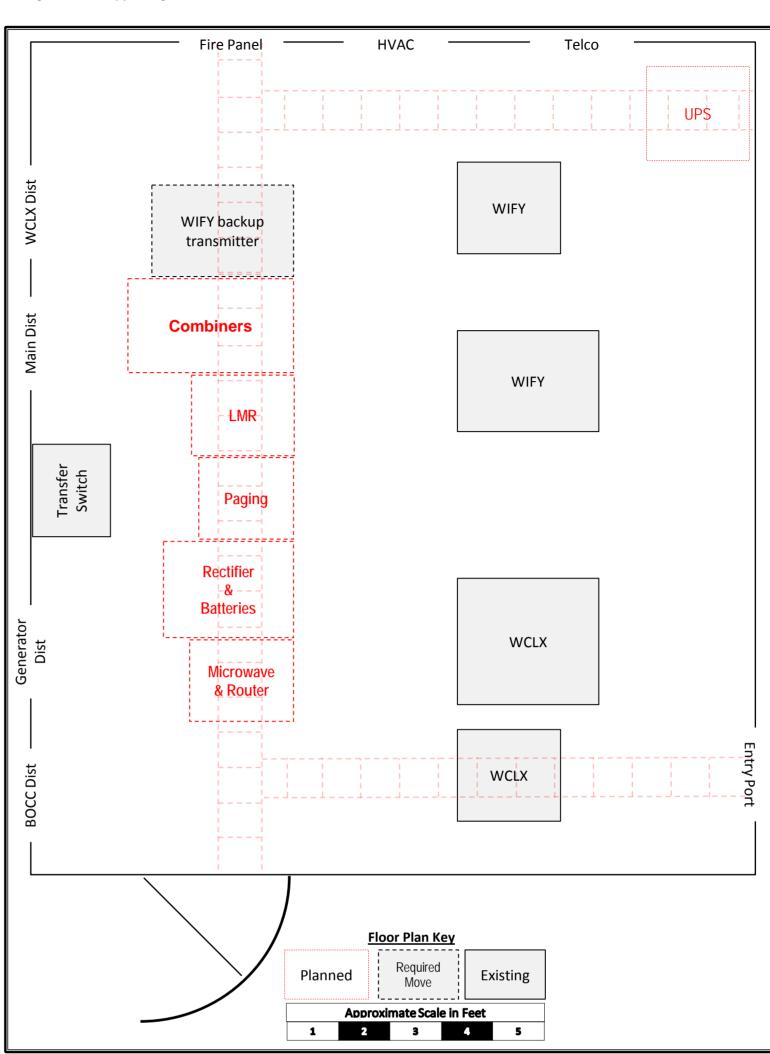
# **Angier Hill**





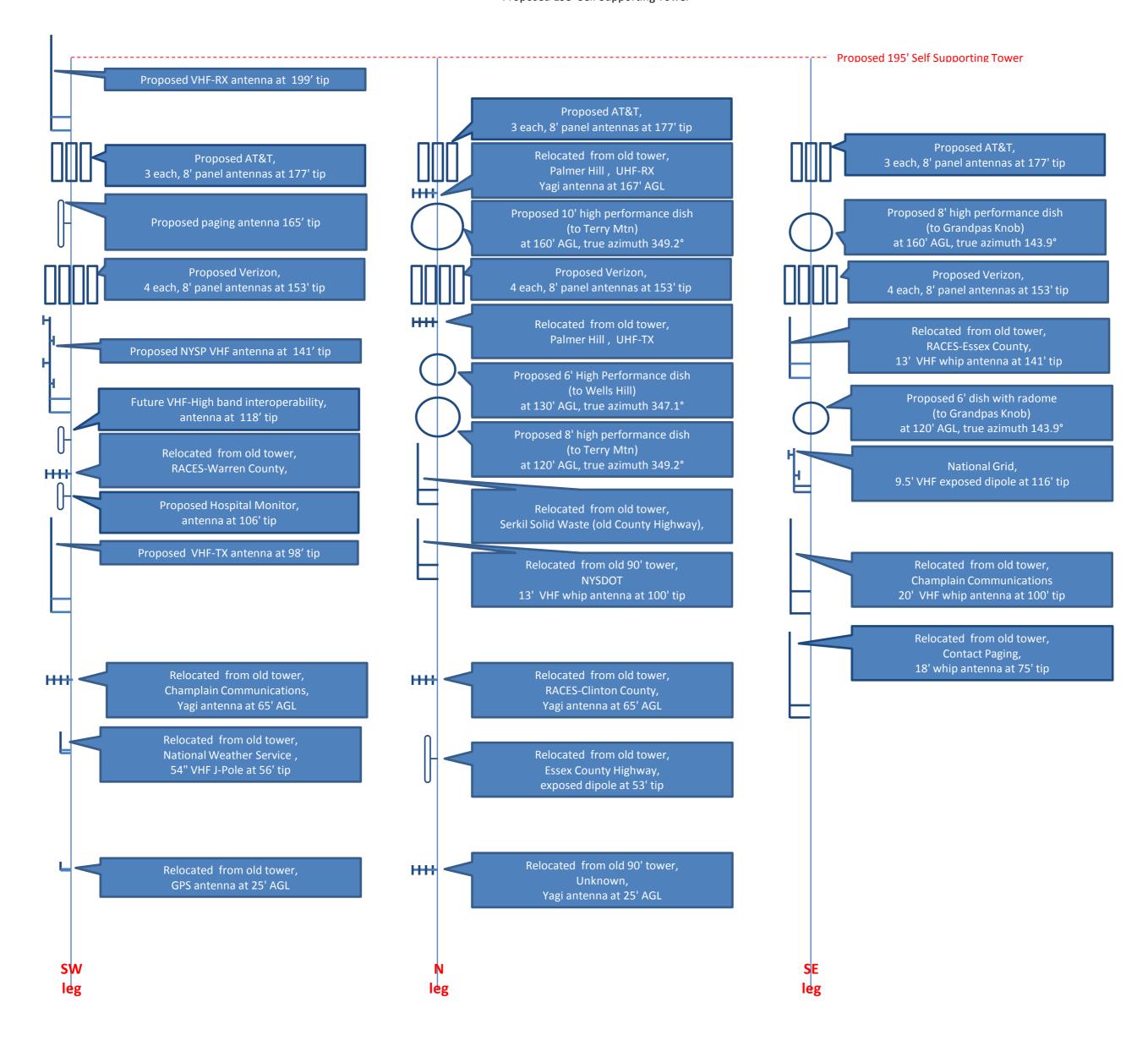
**Angier Hill**Existing 100' Self Supporting Tower





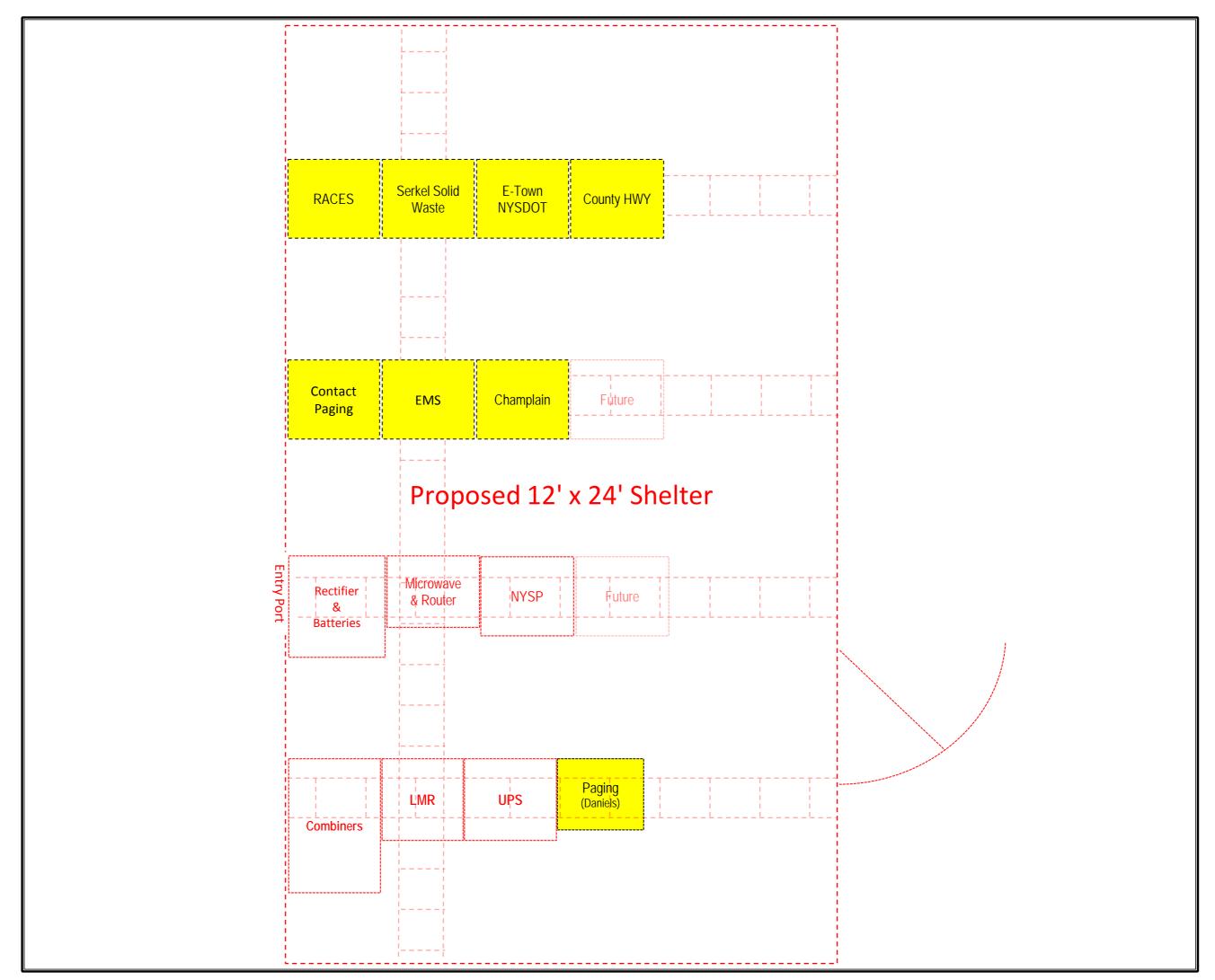
# **Belfry Mountain (proposed)**

Proposed 195' Self Supporting Tower

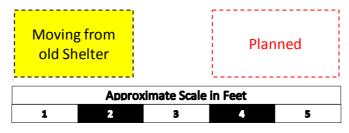


# **Belfry Mountain (proposed)**

Proposed 195' Self Supporting Tower

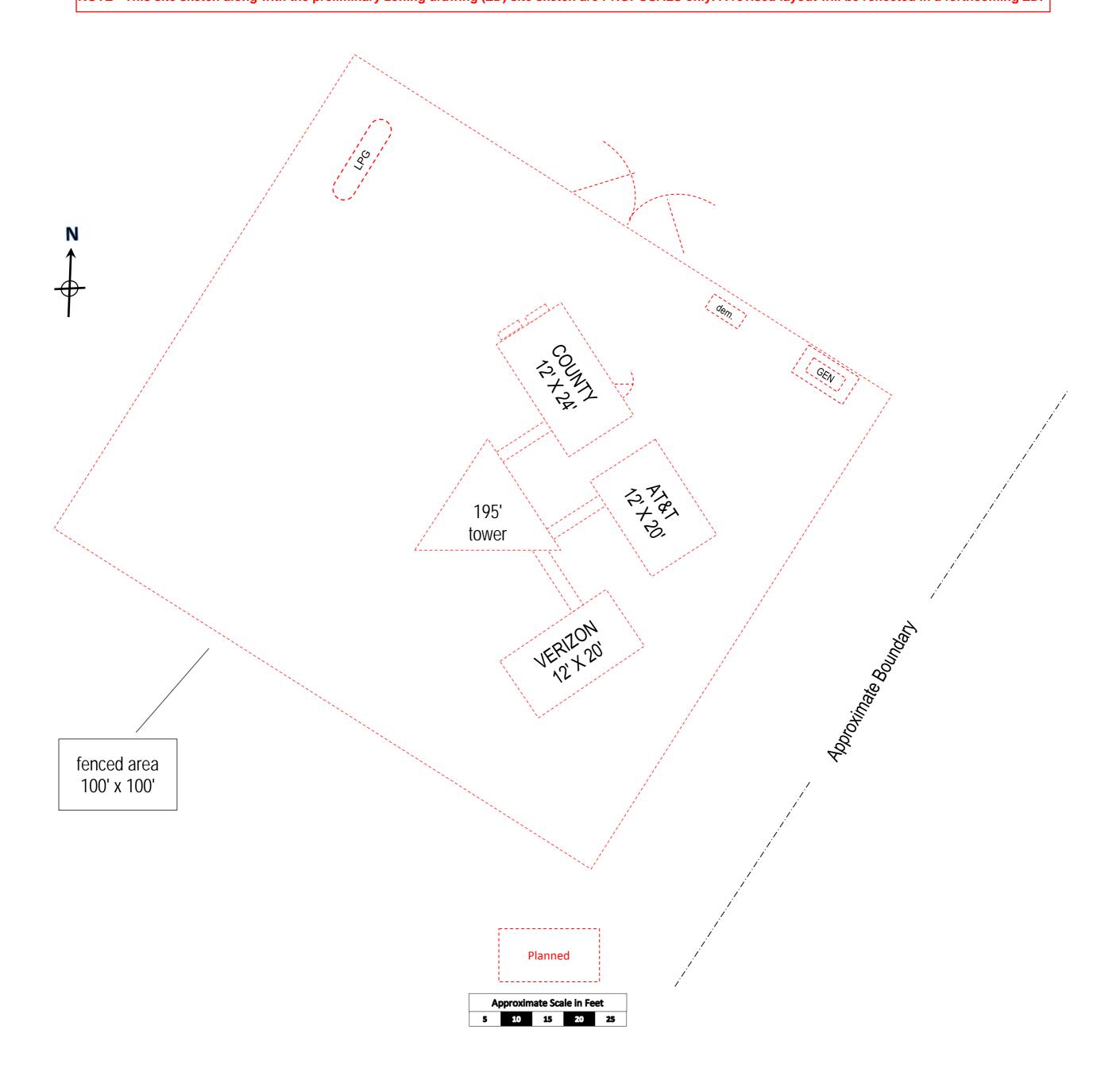


# Proposed Shelter Plan Key



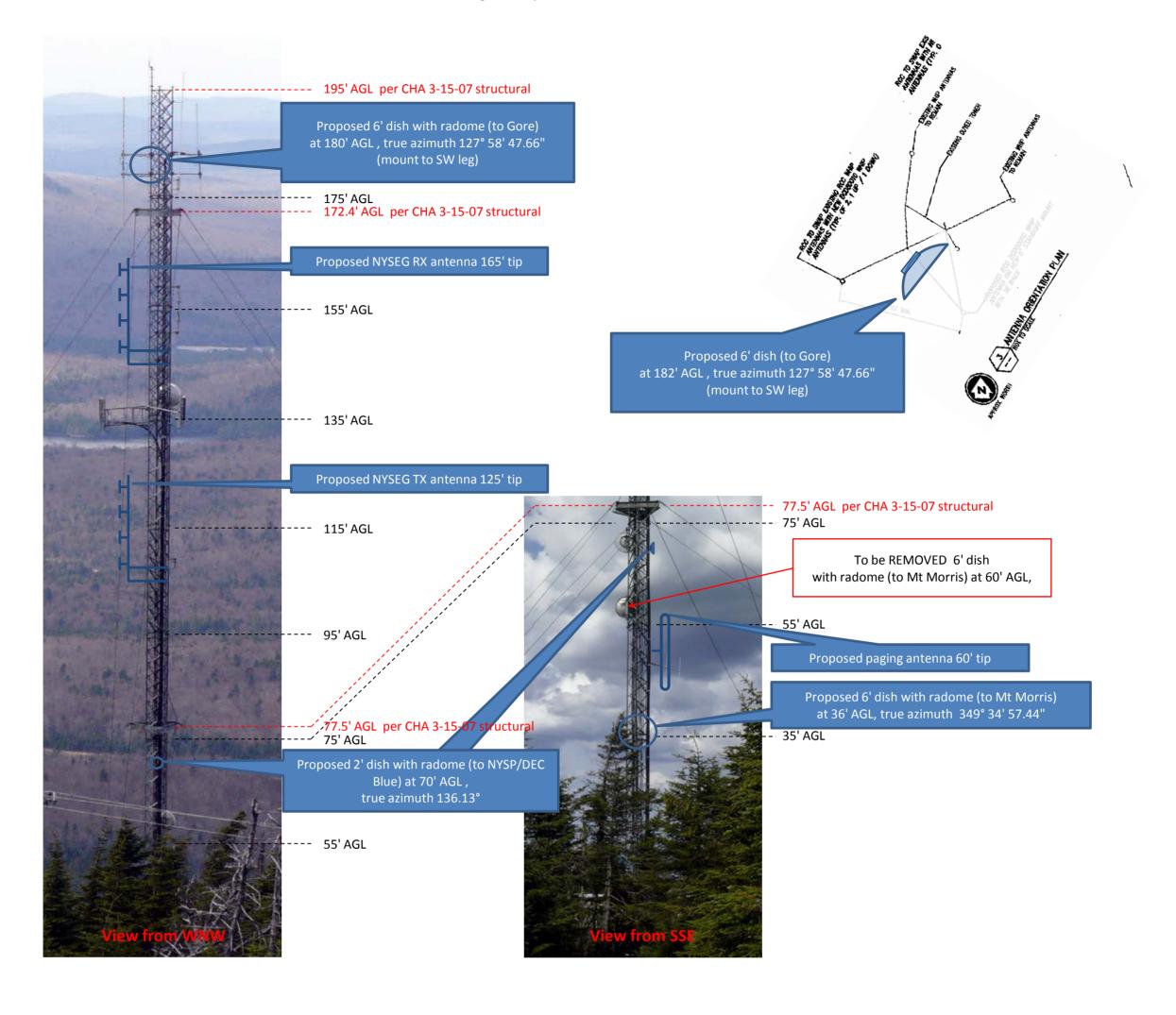
# Belfry Mountain (proposed) Proposed 195' Self Supporting Tower

NOTE - This site sketch along with the preliminary zoning drawing (ZD) site sketch are PROPOSALS only. A revised layout will be reflected in a forthcoming ZD.

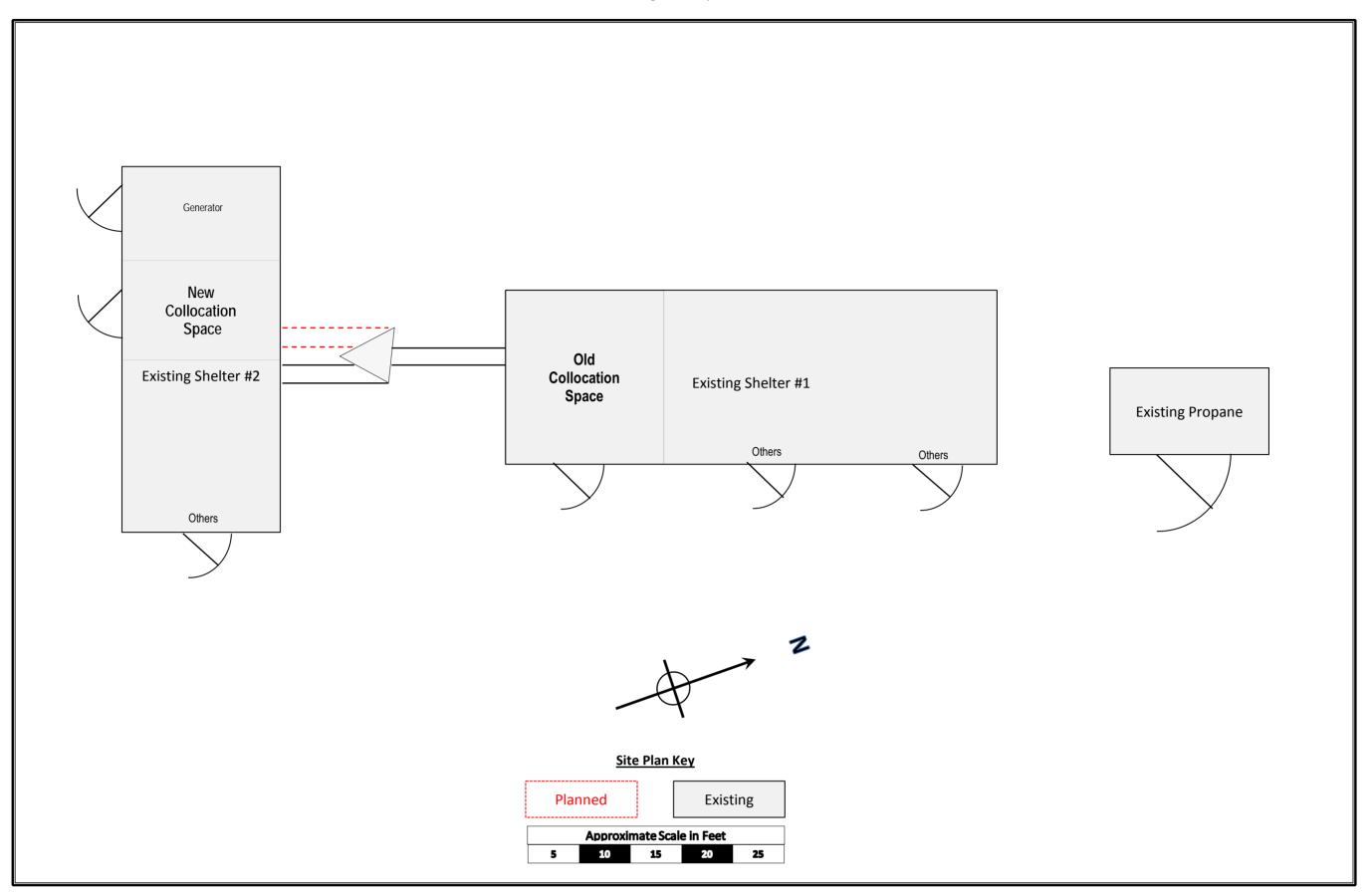


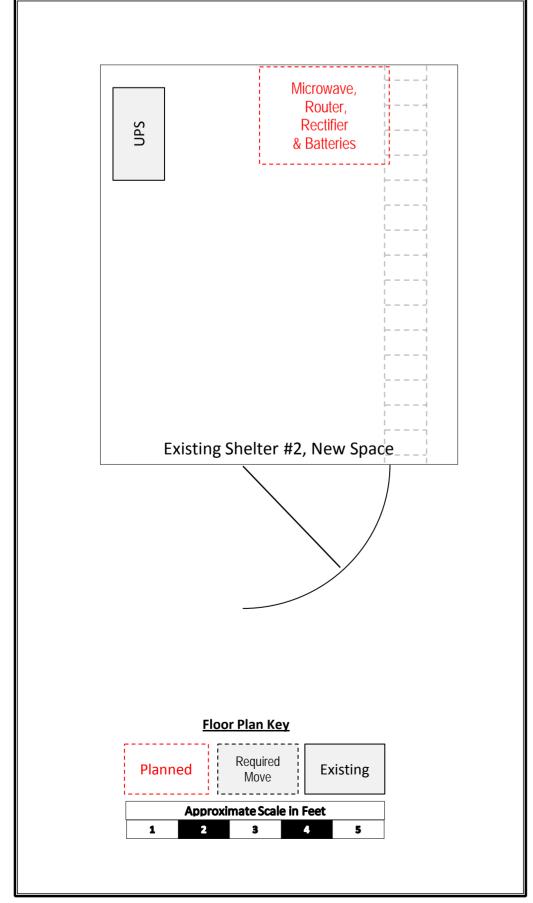
# Blue Mountain - NYSEG

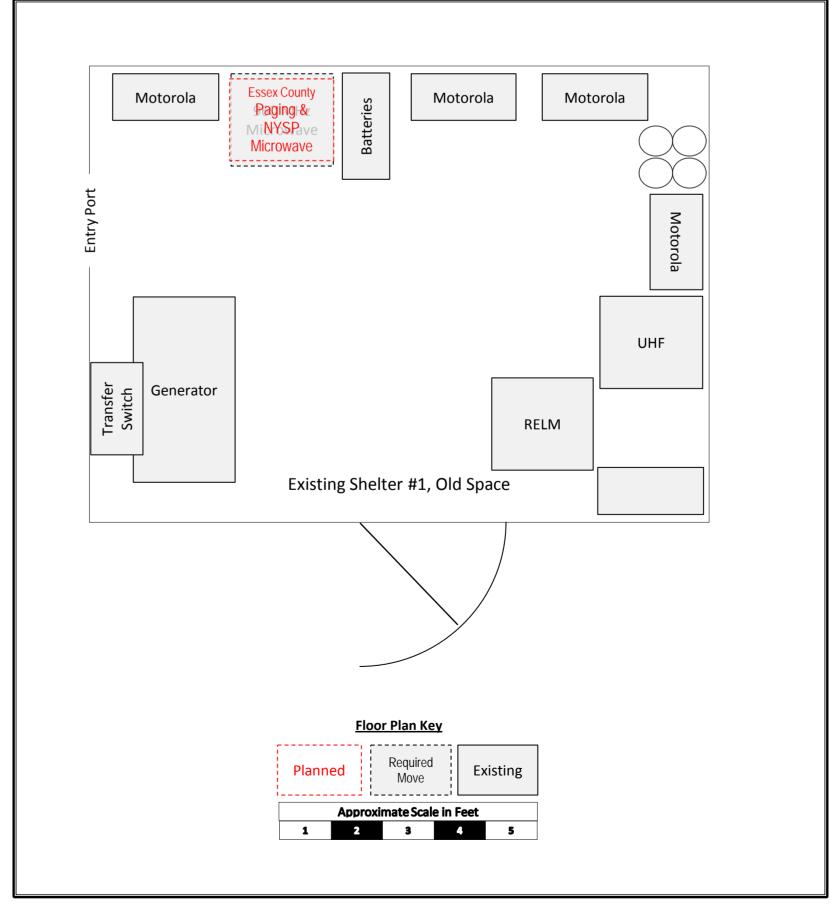
Existing 195' Guyed Tower



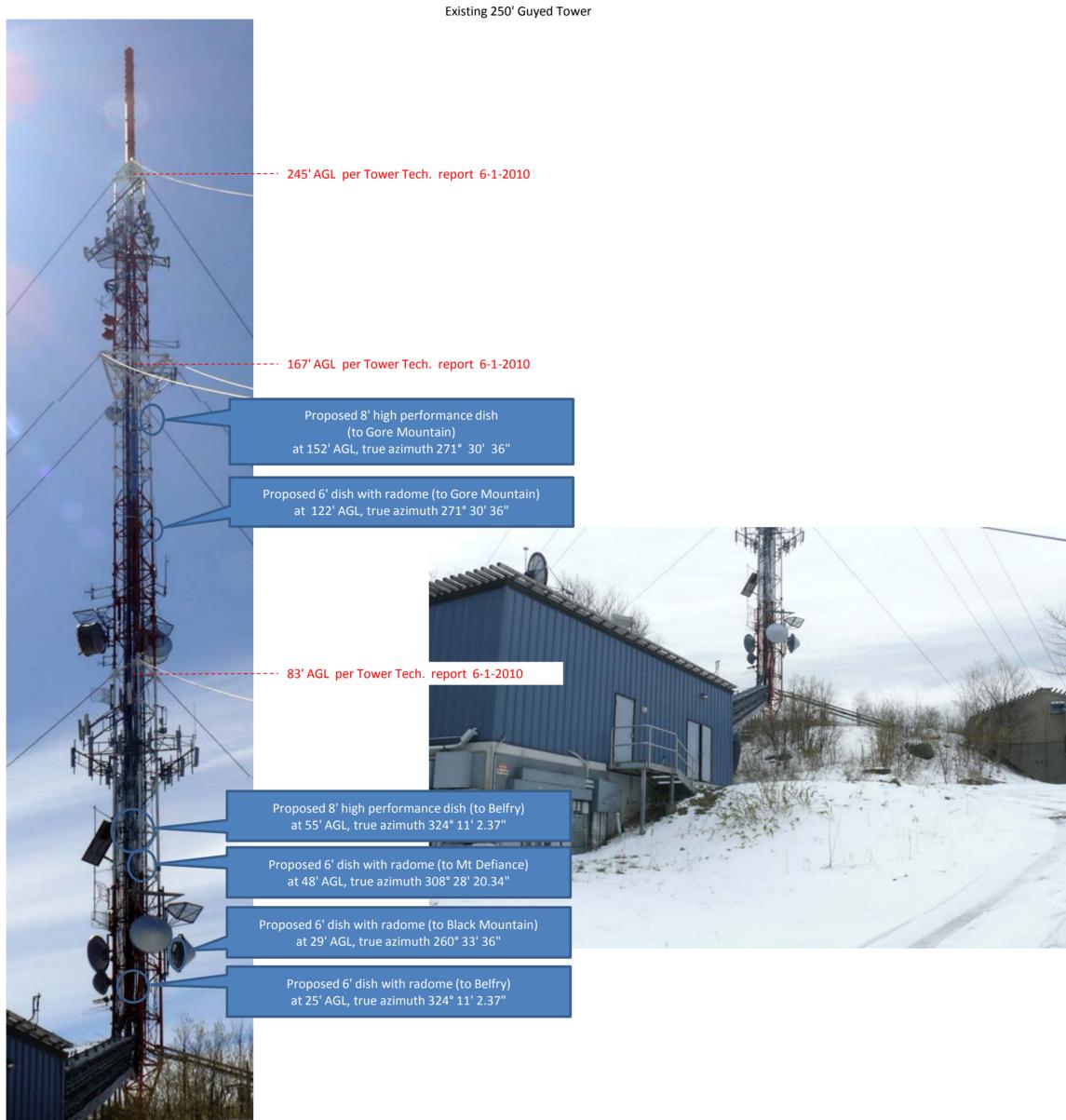
Existing 195' Guyed Tower





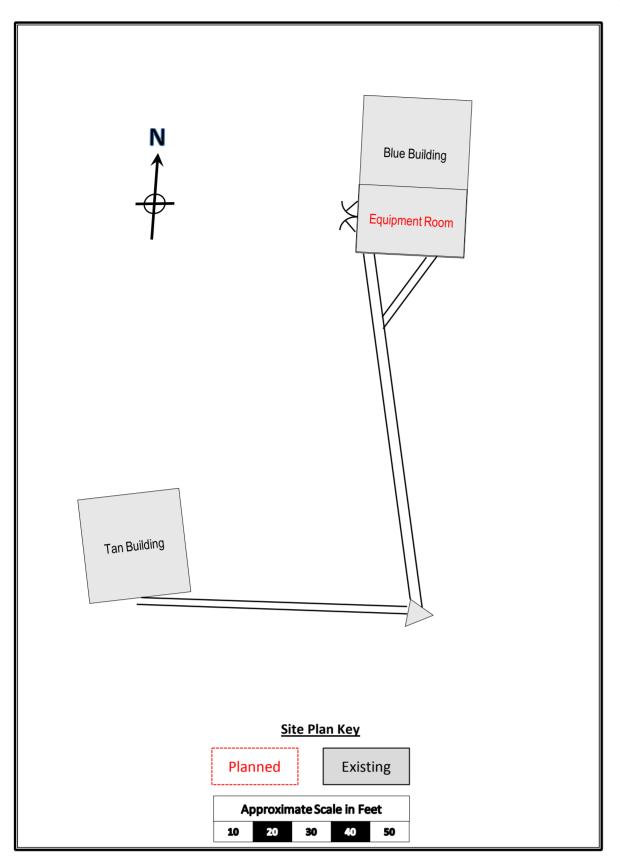


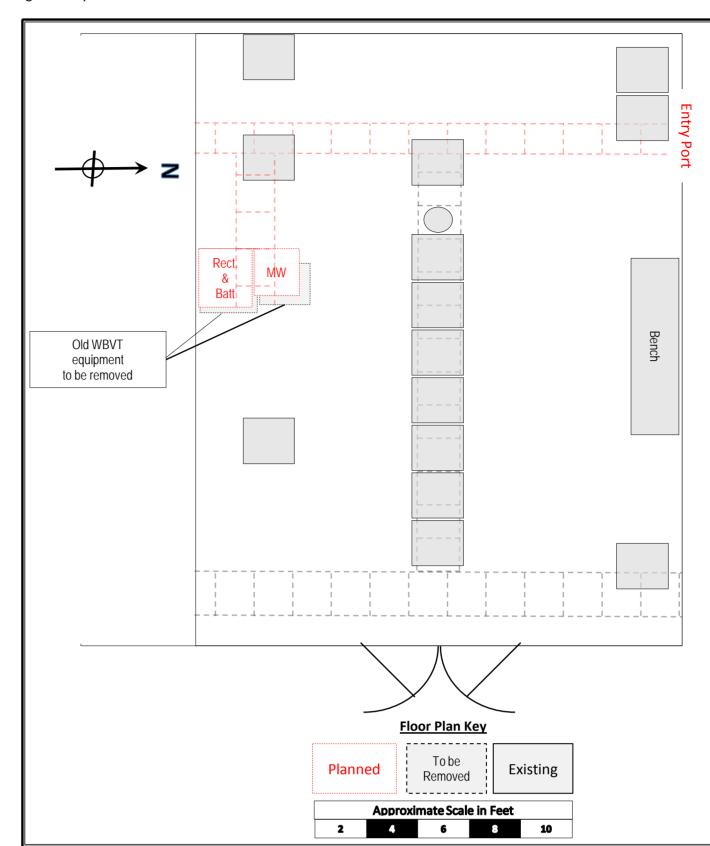
# **Grandpas Knob**



# **Grandpas Knob**

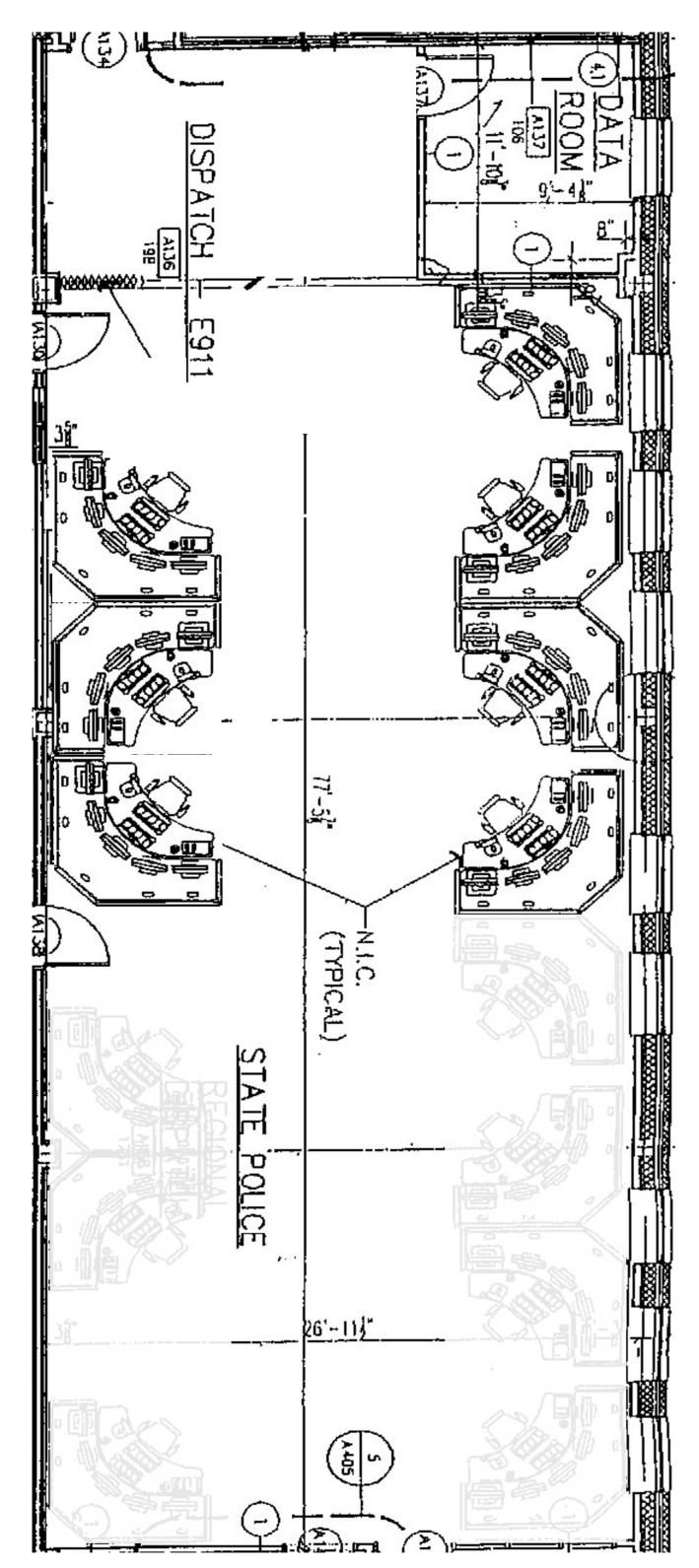
Existing 250' Guyed Tower

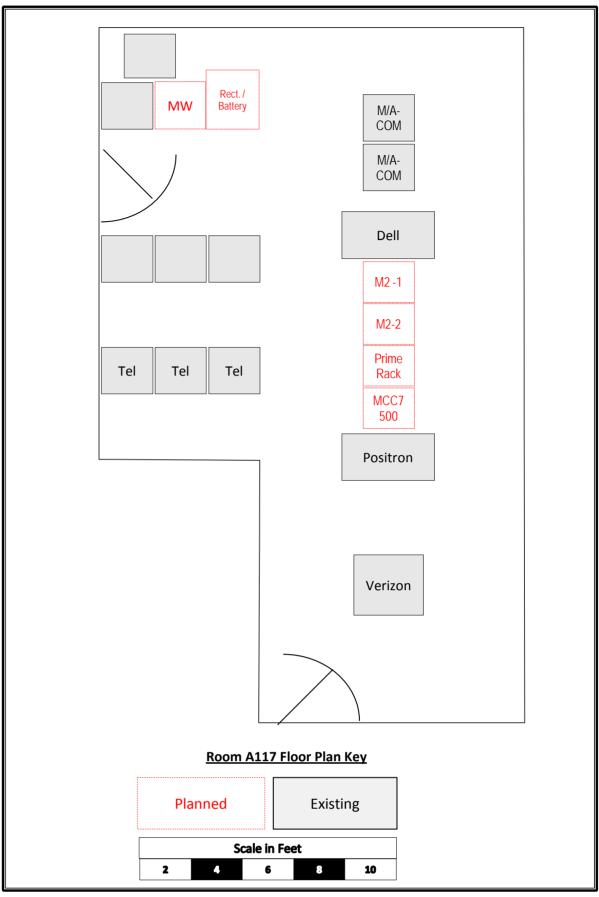




Existing Building







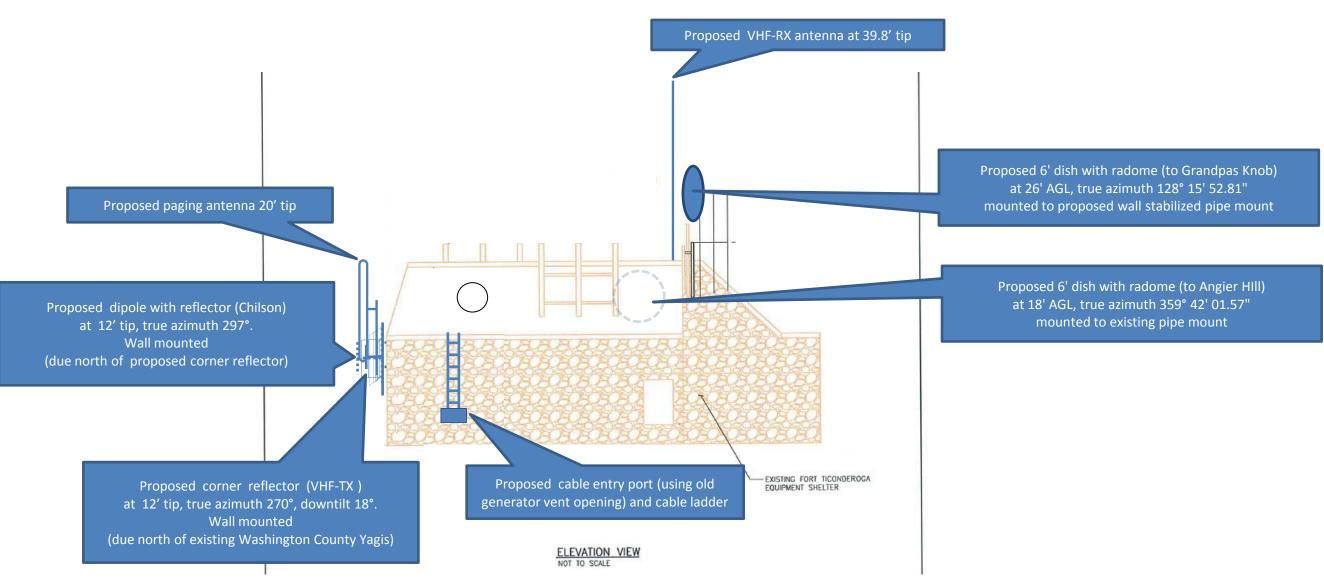
Room A136 - Dispatch Floor Plan

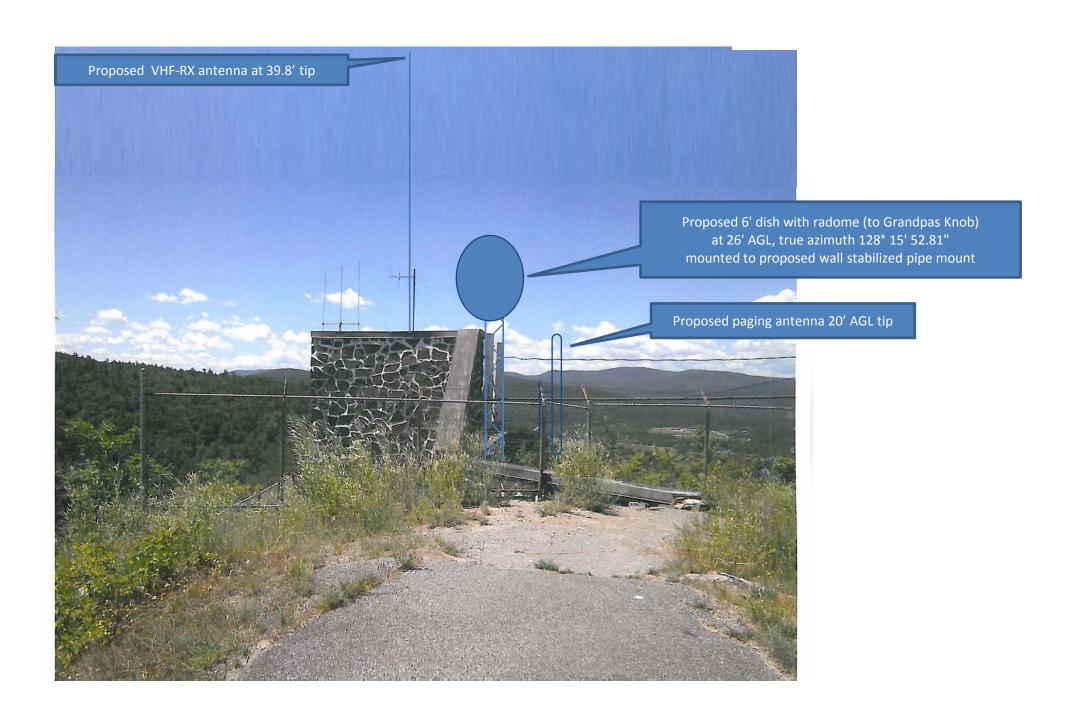
Lewis - PSB



# **Mount Defiance**

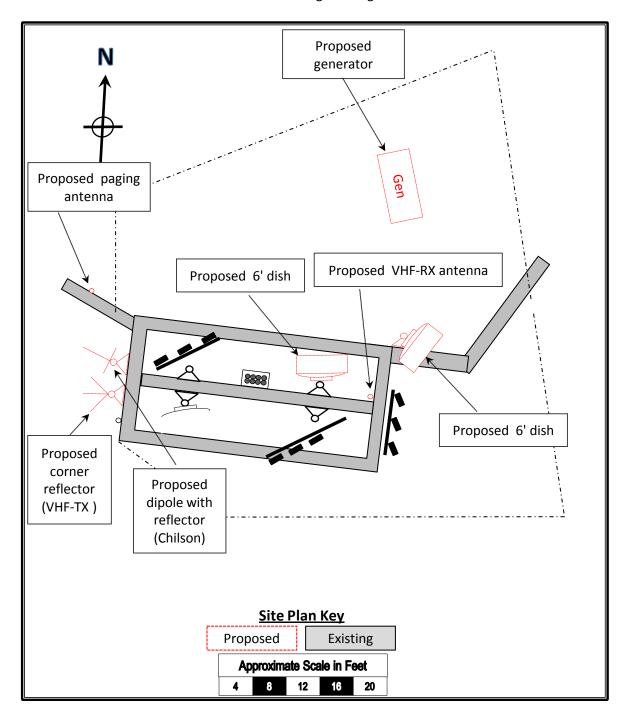
**Existing Building** 

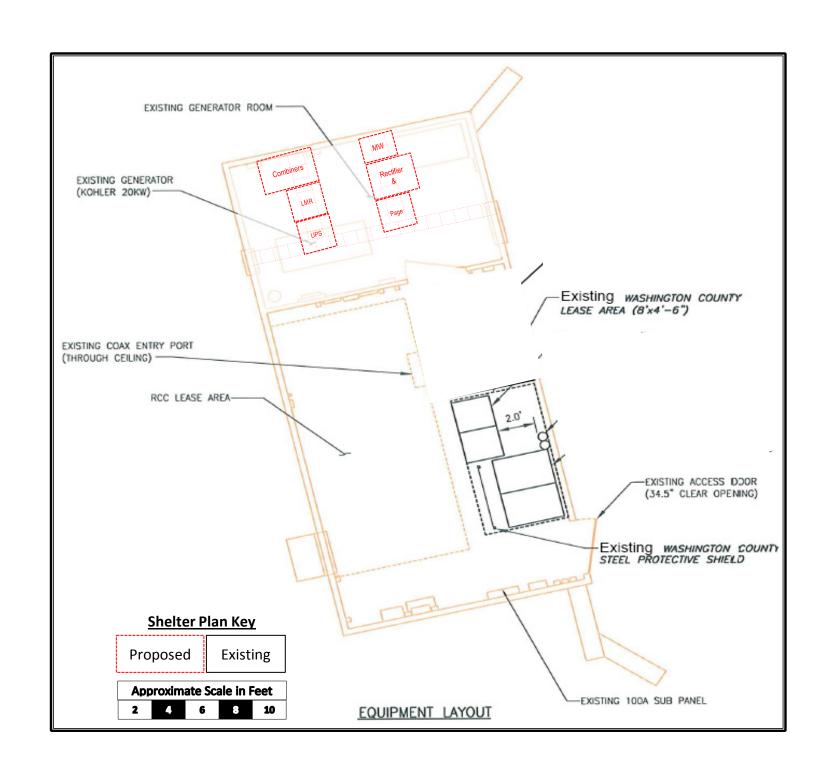




# **Mount Defiance**

Existing Building





# **Mount Pisgah**

Existing 100' Self Supporting Tower (also Guyed)

To be REMOVED 4' dish with radome (to Whiteface Mtn) at 98' AGL, true azimuth 81.27°

To be REMOVED 6' dish with radome (to Mt Morris) at 100' AGL, true azimuth 234° 09' 01.57"

To be REMOVED 4' dish (to Ray Brook) at 89' AGL, true azimuth 137° 50' 13.07"

100' AGL per ALU report 5-18-10

Proposed VHF-RX antenna at 100' tip, mounted on SW leg

Proposed 6' dish with radome (to Mt Morris) at 86' AGL, true azimuth 234° 09' 01.57"

81' AGL per ALU report 5-18-10

Proposed 6' dish with radome (to Ray Brook) at 77' AGL, true azimuth 137° 50' 13.07"

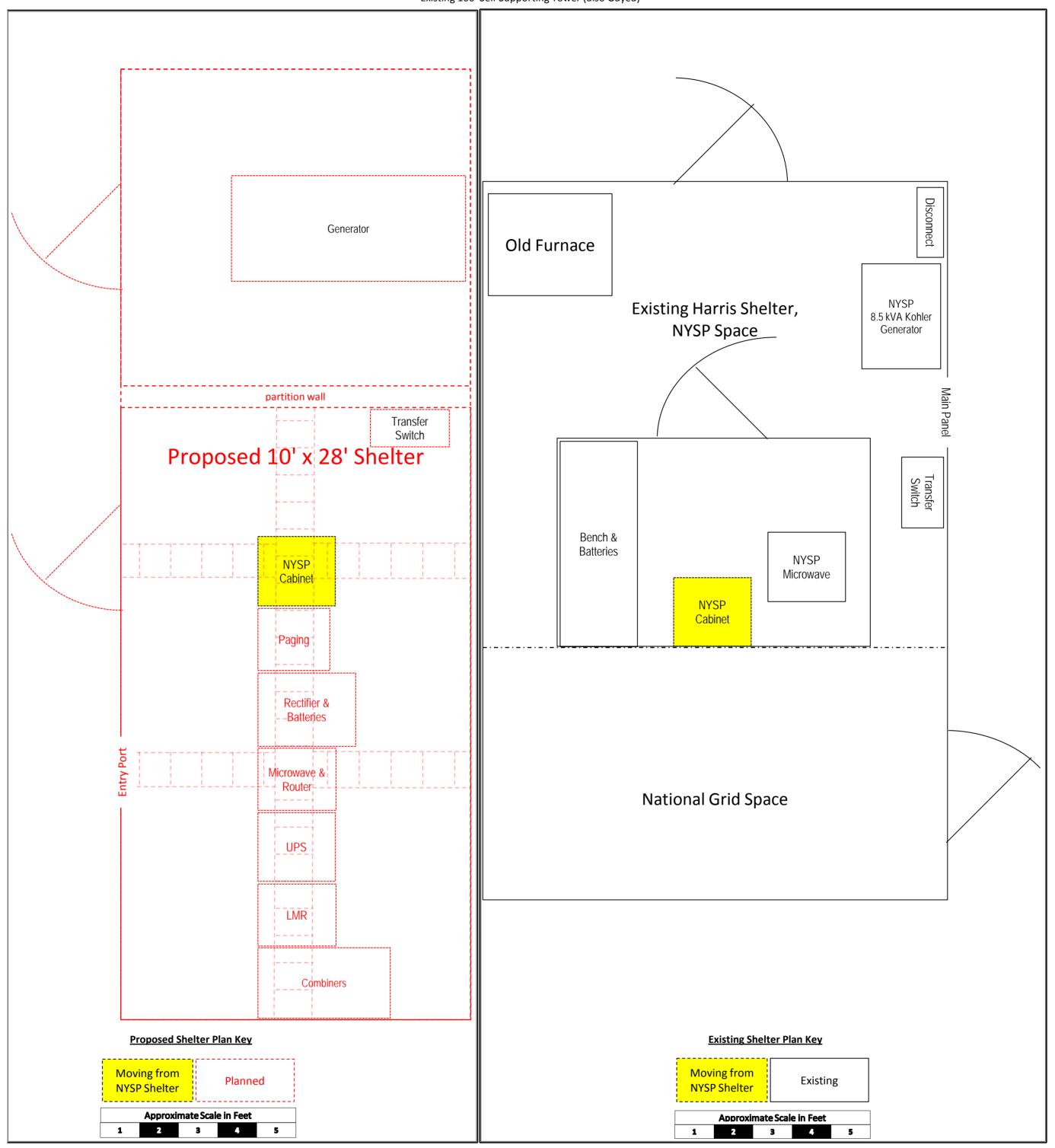
Proposed 8' high performance dish (to Terry Mtn) at 72' AGL, true azimuth 054° 09' 00.18"

-- 60' AGL

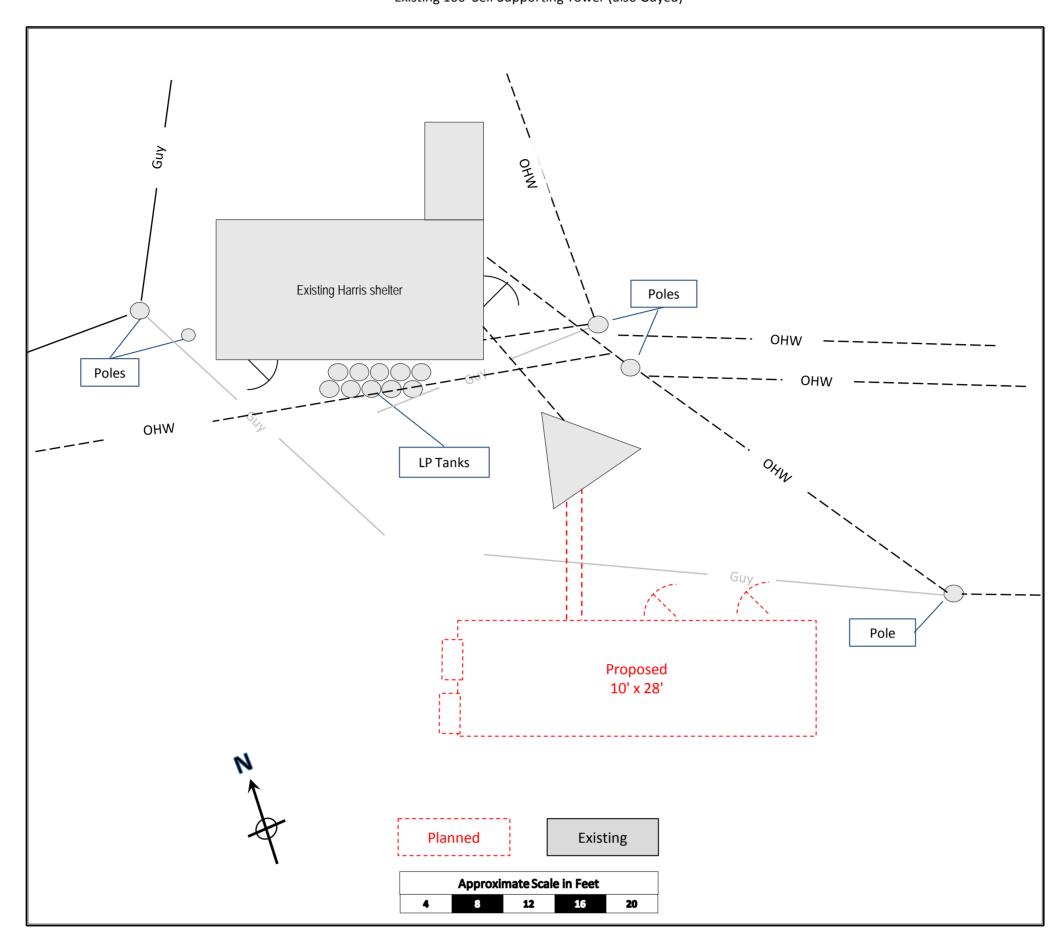


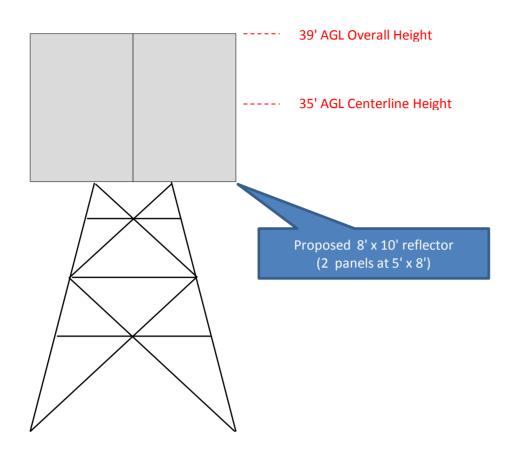
# **Mount Pisgah**

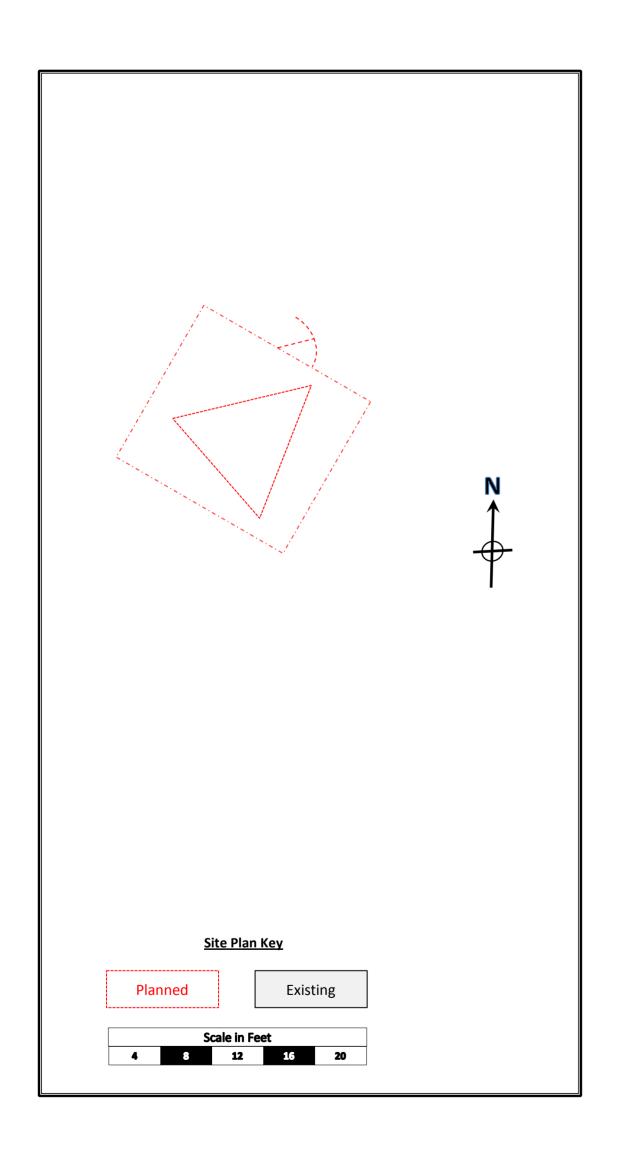
Existing 100' Self Supporting Tower (also Guyed)

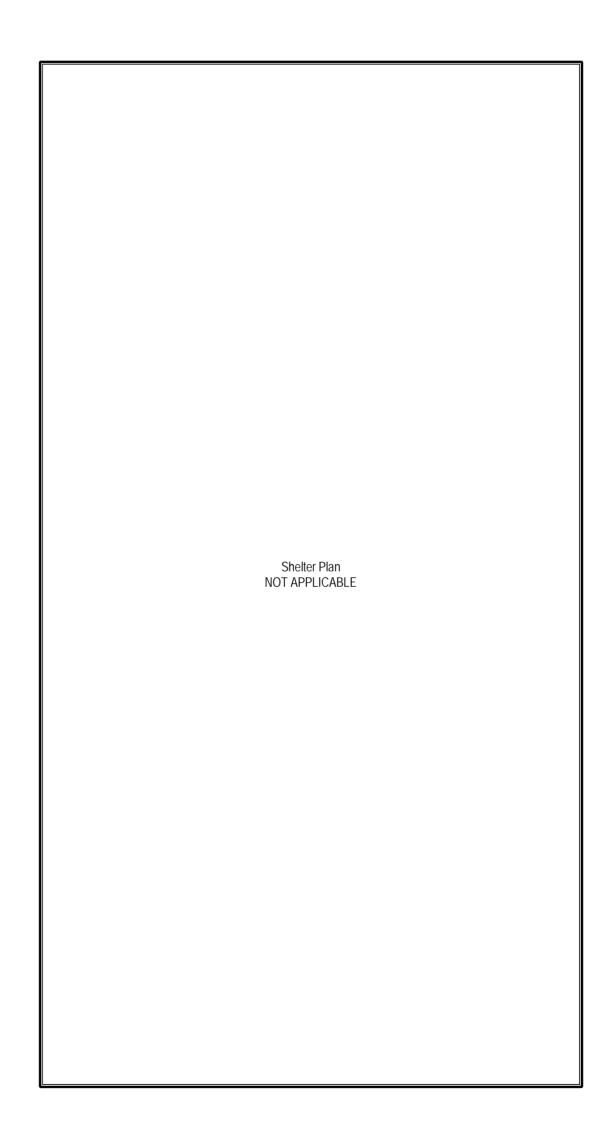


# **Mount Pisgah**Existing 100' Self Supporting Tower (also Guyed)





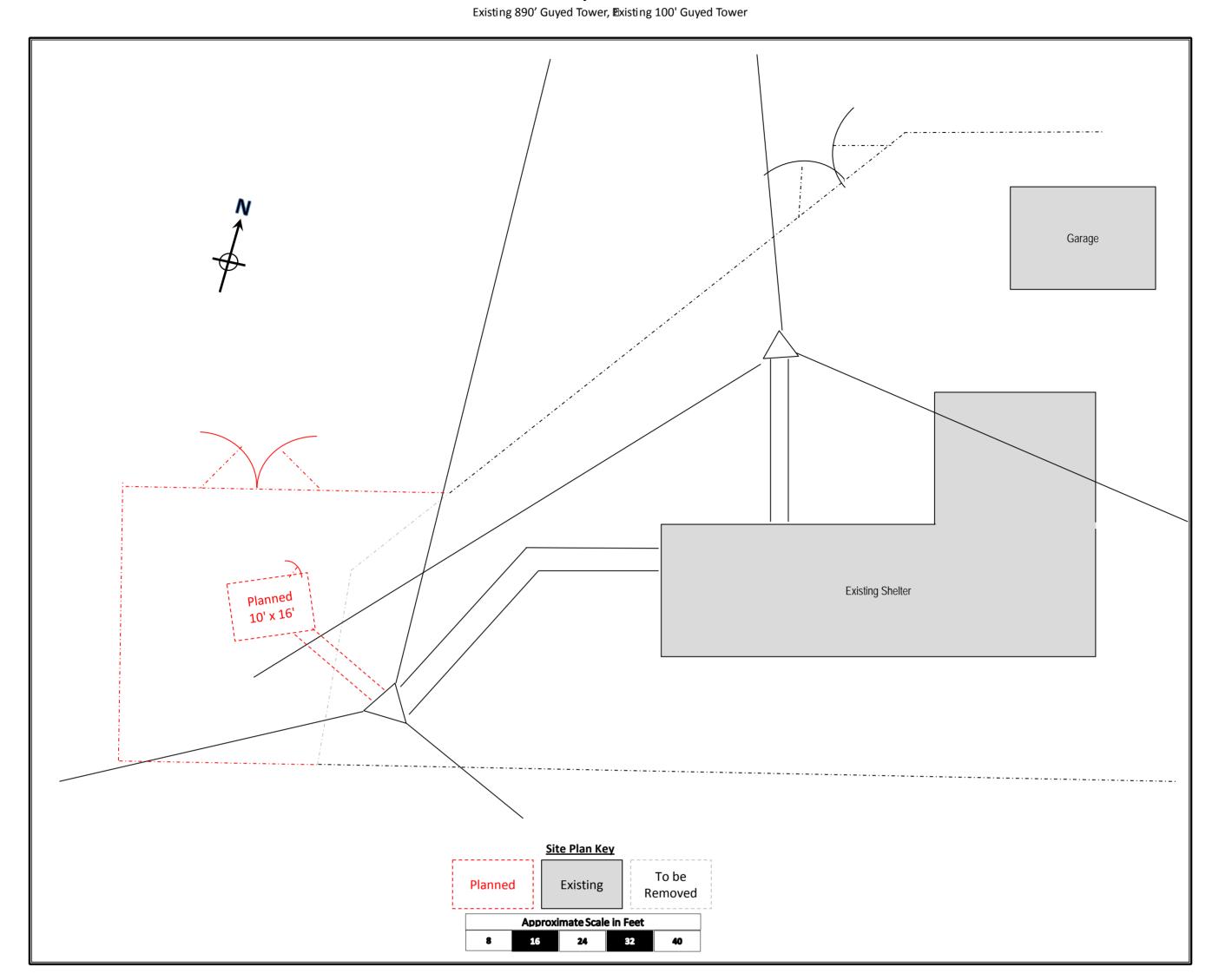




# **Terry Mountain** Existing 890' Guyed Tower, Existing 100' Guyed Tower To be REMOVED, TV --- 963' AGL per Stainless report 145302 antenna (analog ch5), 963' 890' AGL per Stainless report 145302 To be REMOVED, tower sections and guy wires To be REMOVED, TV above 760' antenna (analog ch44), 775' tip ---- 690' AGL per Stainless report 145302 Proposed 10' high performance dish (to Belfry) at 650' AGL, true azimuth 169° 6' 23.52" Proposed 8' high performance dish (to Belfry) at 620' AGL, true azimuth 169° 6' 23.52" 507' AGL per Stainless report 145302 325' AGL per Stainless report 145302 Proposed 6' dish with radome (to Plattsburgh) at 275' AGL, To be REMOVED 6' dish with true azimuth 60° 47' 27.75" radome (to Mt Morris) at 250' AGL, true azimuth 234.53° Proposed 8' high performance dish (to Mt Pisgah) at 226' AGL, true azimuth 234° 28' 3.14" 150' AGL per Stainless report 145302 To be REMOVED 4' grid antenna (to Plattsburg) at 80' AGL, true azimuth 60° 47' 27.75" Proposed 6' dish with radome

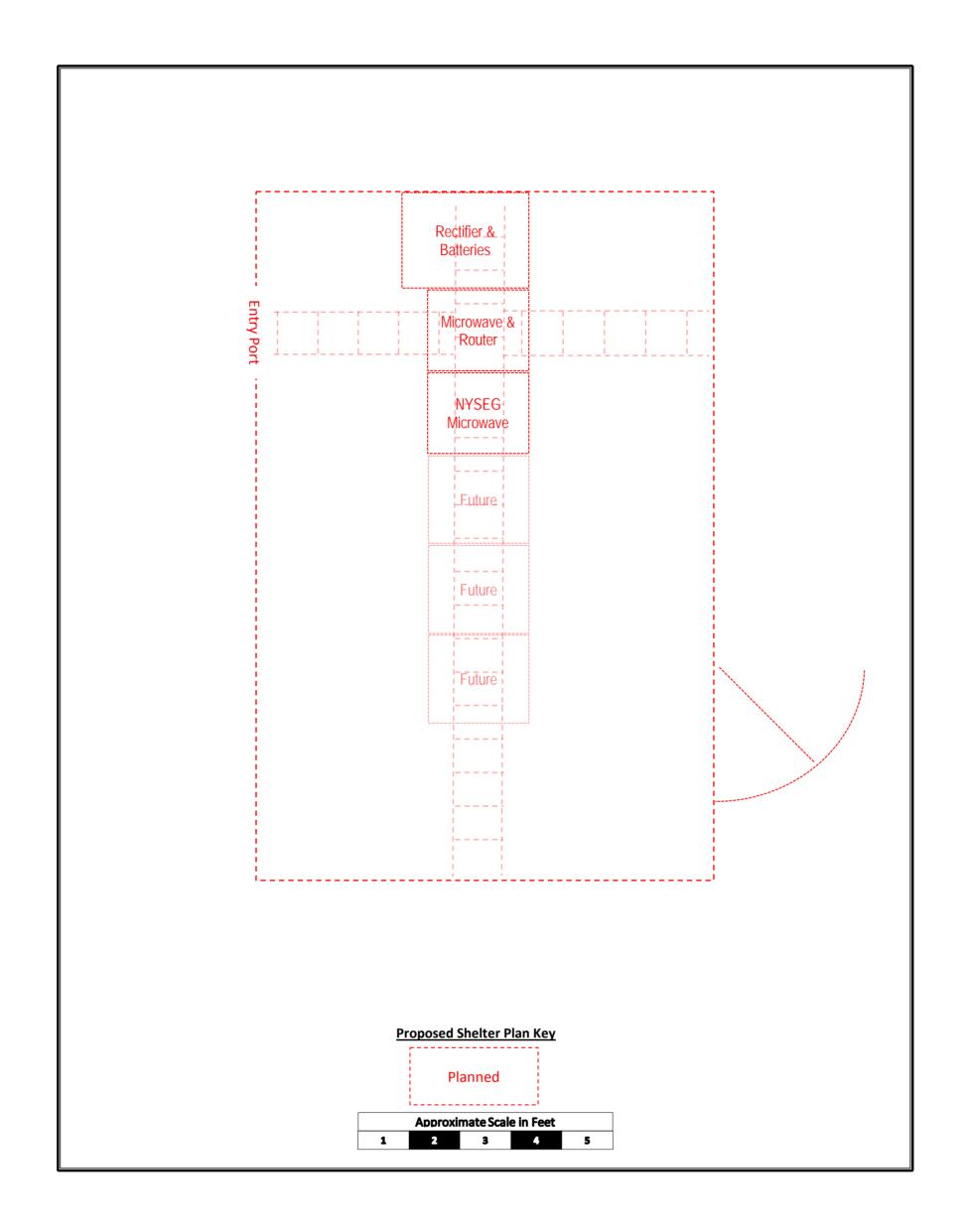
(to Little Whiteface) at 43' AGL, true azimuth 215° 38' 43.99"

# Terry Mountain



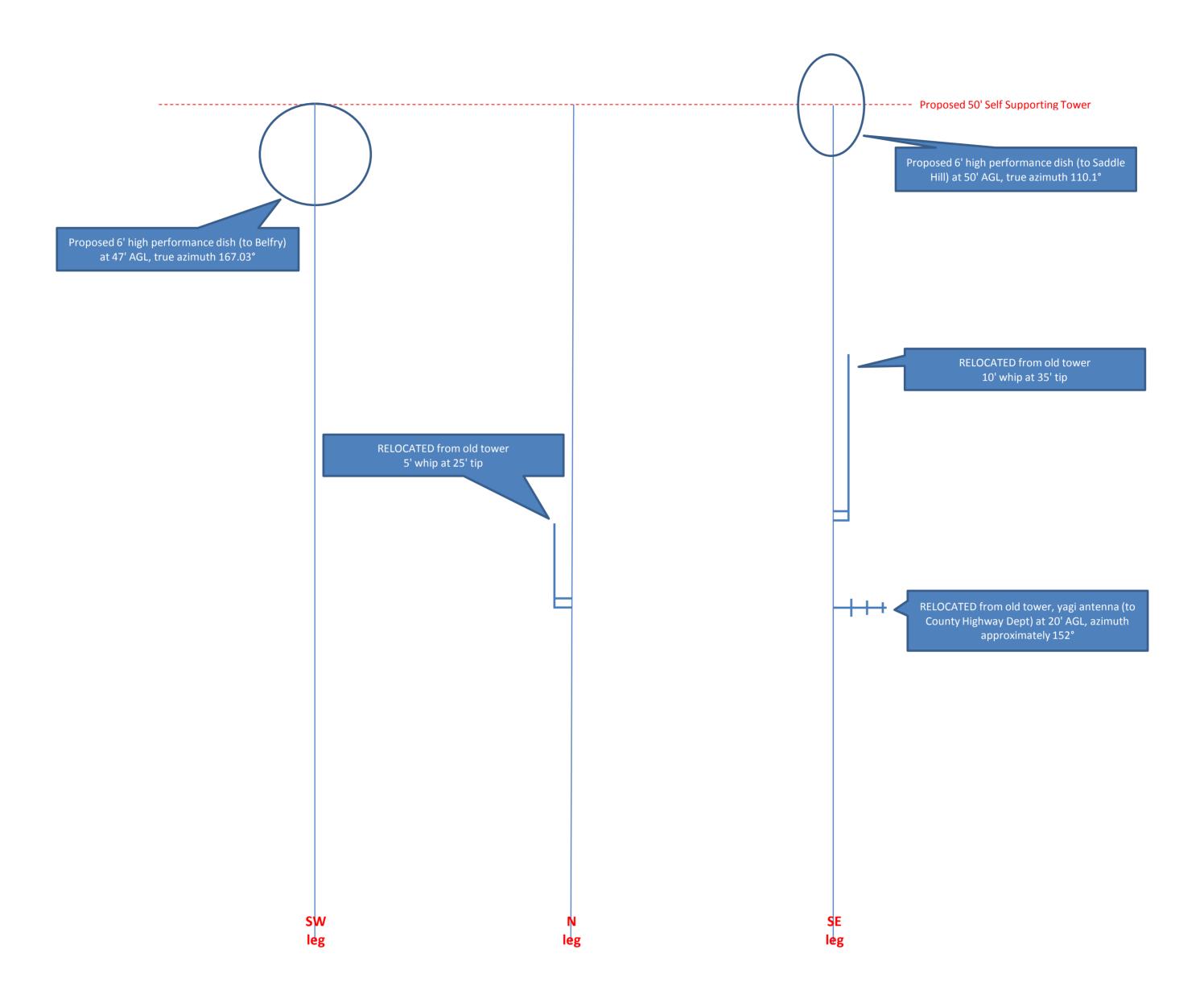
### **Terry Mountain**

Existing 890' Guyed Tower, Existing 100' Guyed Tower



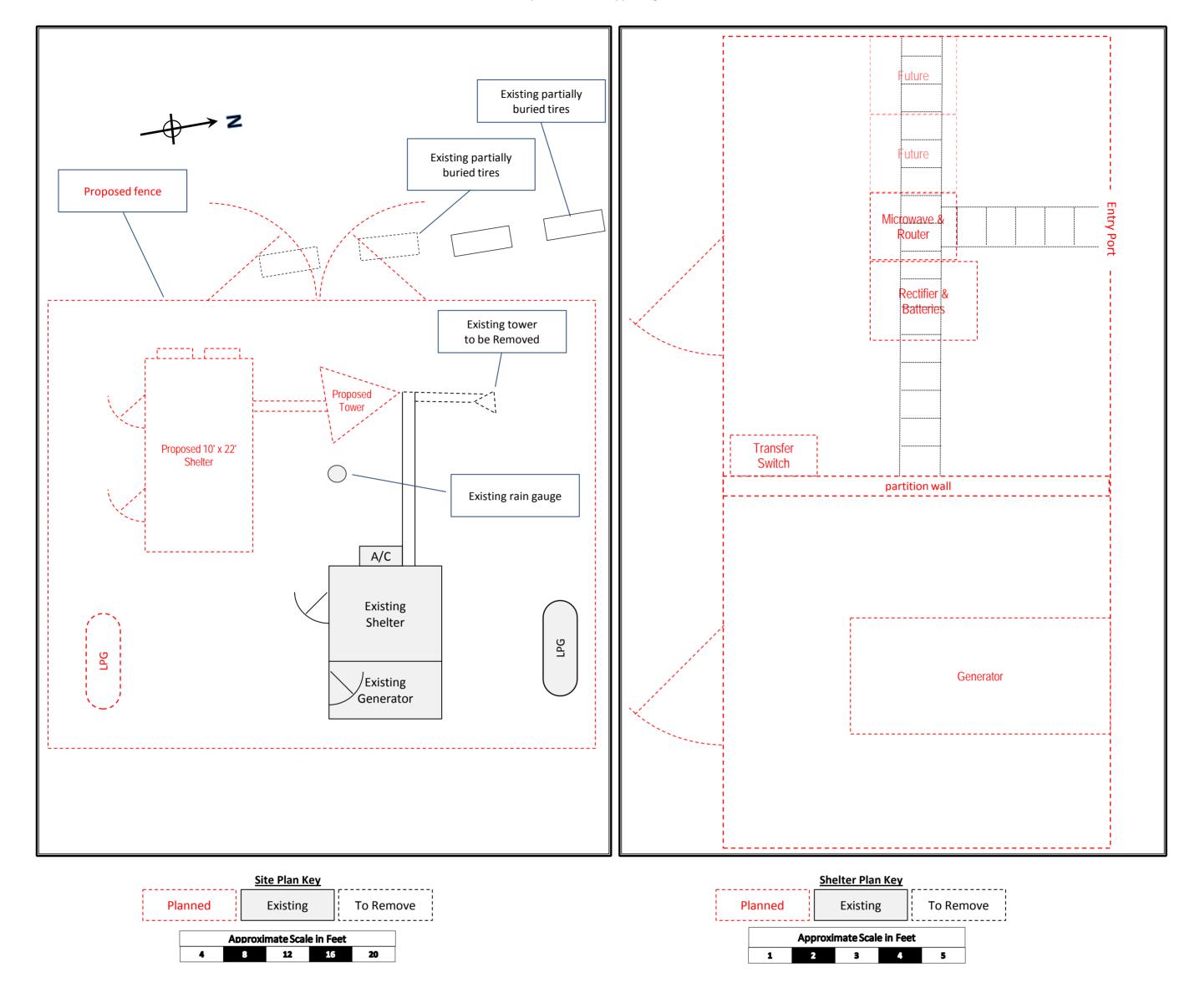
## Wells Hill (proposed)

Proposed 50' Self Supporting Tower



### Wells Hill (proposed)

Proposed 50' Self Supporting Tower



### **Attachment F – Geotechnical Reports**

Provided electronically as Attachment F of this RFP is Geotechnical Reports.pdf

NOTE – A geotechnical report is not currently available for Belfry Mountain.



36 British American Blvd, Suite 101 Latham, NY 12110

(518) 783-1630 FAX: (518) 783-1544 www.tectonicengineering.com

Essex County Emergency Services 702 Stowersville Road P.O. Box 30 Lewis, NY 12950

Attention: Donald Jaquish

October 11, 2011

RE: W.O. 5932.06

**GEOTECHNICAL ENGINEERING SERVICES** 

PROPOSED EQUIPMENT SHELTER

**MOUNT PISGAH SITE** 

SUMMIT OF MOUNT PISGAH SKI AREA

TOWN OF SAINT ARMAND, ESSEX COUNTY, NEW YORK

Dear Mr. Jaquish,

Tectonic Engineering & Surveying Consultants, P.C. has completed a subsurface investigation and a geotechnical engineering analysis for the proposed equipment shelter to be located at the above-referenced project site. The results of our investigation and analysis are summarized in this report, in the form of recommendations for the design and construction of the proposed foundations.

#### 1.0 DESIGN CONSIDERATIONS

The proposed equipment shelter will measure approximately 10 feet by 24 feet in footprint, and will include a 6-foot by 9-foot generator room, as well as communications equipment which is to be used by Essex County for emergency service communications. The foundation for the shelter is anticipated to be subjected to relatively light vertical loading and minimal horizontal loading.

#### 2.0 PROJECT AND SITE DESCRIPTION

The project site is located at the summit of the Mount Pisgah Ski Center in the Village of Saranac Lake, Town of Saint Armand, Essex County, New York. The site consists of a hill with a ski area with several ski and snowboard trails on the north side, and generally undisturbed wooded hillside on the remaining sides. The site is located at the top of the hill, near an existing guyed tower and an existing equipment shelter. An access road extends from the ski area at the base of the north side of the hill to the tower site. A separate cellular communications tower site, consisting of a self-support tower and two equipment shelters, is located approximately 100 feet west of the site. Overhead wires enter the guyed tower site from the north, west, and southeast directions.



W.O. 5932.06 Page 2 October 11, 2011

The proposed equipment shelter will be located about 6 feet southeast of the base of the guyed tower. The area of the proposed shelter generally consisted of overgrown grass at the time of the subsurface investigation, and slopes downward gently towards the southeast. Some minor re-grading of the site may be required to create a level grade around the equipment shelter.

#### 3.0 SUBSURFACE INVESTIGATION

An investigation was performed to identify the subsurface conditions below the proposed equipment shelter for the purpose of foundation design and construction. The subsurface investigation consisted of one test boring performed within the footprint of the proposed equipment shelter to a depth of 5.8 feet below existing grade. The boring was drilled by TransTech Drilling Services, Inc. on August 17, 2011, with an all-terrain mounted drill rig. The boring was advanced using 3-1/4 inch inside diameter hollow-stem augers. Standard Penetration Testing (SPT), using a 2-inch O.D. split-spoon sampler, was performed continuously throughout the boring. A geotechnical engineer was on-site during the boring operations to locate the boring, collect and identify the soil conditions, and to prepare a log of the subsurface conditions encountered. The boring location is indicated on the Boring Location Plan (Figure 1), which is attached to this report. A typed copy of the boring log is also attached.

#### 4.0 SUBSURFACE CONDITIONS

The subsurface conditions encountered within the boring consist of a thin layer of topsoil overlying gravelly sand soil, weathered bedrock, and bedrock. The soil directly underlying the topsoil consists of brown medium to fine sand with some silt and trace to some coarse to fine gravel. The SPT N-values within these soils were 8 blows per foot in the upper 2 feet, and split-spoon sampler refusal below a depth of 2 feet. Split-spoon sampler refusal is defined as more than 50 blows for less than 6 inches of sampler penetration. Within the upper 4 feet, the split-spoon sampler refusals were likely due to the presence of cobbles and boulders. Below a depth of 4 feet, the recovered samples resembled fractured rock fragments. The N-values indicate very dense conditions below a depth of 2 feet. Auger refusal, due to more competent bedrock, was encountered at a depth of 5.8 feet below grade.

Groundwater was not encountered during the boring. Based on local topography, the depth to groundwater likely exceeds the depths explored. It should be noted that groundwater levels fluctuate and that groundwater may be present at different depths at other times.



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#### 5.0 RECOMMENDATIONS

The equipment shelter can be supported on conventional spread footing foundations or circular piers bearing on the native sand and gravel soil or weathered bedrock. The foundations should bear at or below a depth of 5 feet for frost protection. Isolated footings should be a minimum of 2.5 feet wide, or 2.5 feet in diameter if circular piers are used. Continuous strip footings running the full length of the pad should be a minimum of 1.5 feet wide. An allowable net bearing pressure of 3 tons per square foot (tsf) should be used to size the footings.

A single mat (slab) foundation may also be utilized to support the equipment shelter. Unless the mat is designed to resist the bending which would result from heave of the soil during periods of frost, the mat should bear below the frost depth indicated earlier. Local building code requirements for unoccupied buildings should be reviewed to determine the applicability of a shallow-bearing mat. To minimize the potential for frost heave, the mat should bear on a layer of crushed stone at least 12 inches in thickness. The mat should be designed assuming a soil subgrade modulus, k, of 200 pci.

#### 6.0 EARTHWORK CONSTRUCTION CRITERIA

The foundation subgrade should be prepared by removing all soil, cobbles, and boulders loosened by machine excavation to the required bearing depth of the foundation. The subgrade should then be inspected by a geotechnical engineer to verify that the subgrade soils are consistent with those described on the boring logs (dense sand and gravel soil or weathered bedrock). Any unsuitable soil materials (soils other than those recommended for bearing) or areas found to be soft should be removed as directed by the geotechnical engineer. The area of removal should be within the zone of influence of the foundation as defined below. Overexcavated areas of unsuitable soil should be backfilled with structural fill. The native soils contain abundant cobbles and boulders, and these should be anticipated when performing excavations at the site.

Soils that become disturbed due to moisture (wet weather) are unsuitable for providing the recommended bearing capacity. During excavation and prior to backfilling, the ground surface around the mat excavation should be graded to divert surface water away from the excavation. The subgrade should be protected from wet weather until concrete is placed.

If groundwater is encountered, dewatering should be performed to maintain the groundwater level a minimum 2 feet below the deepest excavation in such a manner that the subgrade soils are not disturbed. Dewatering by sump pumps should not be conducted in subgrade areas. If sump pumps are utilized, they should be placed at a distance outside the subgrade area, and the excavation for the sumps should not

W.O. 5932.06 Page 4

October 11, 2011

intersect the zone of influence of the foundation. Subgrade areas disturbed by moisture should be removed from the foundation zone of influence and replaced with compacted structural fill or clean crushed gravel. The zone of influence is defined by imaginary lines sloping downward and outward from the perimeter of the mat at a 1 horizontal to 1 vertical slope.

Backfill around the foundation should be clean natural non-expansive soil free of organic matter, debris and rocks or hard lumps of material in excess of 4 inches in the longest dimension having a moisture content suitable for compaction. Imported structural fill should be clean granular soil free of organic material or debris and conform to the following gradation:

Sieve Size	Percent Finer by Weight
4"	100
1/4"	30-70
No. 40	5-40
No. 200	0-10

The native soils encountered below the topsoil may be suitable for re-use as structural fill, provided that all cobbles and boulders are removed, and that additional evaluations of the soil gradation are made during construction.

All fill should be compacted to at least 95 percent of the maximum dry density at near optimum moisture contents as determined by ASTM D1557. The lift thickness for the fill soils will vary depending on the type of compaction equipment used. Fill should generally be placed in uniform lifts not exceeding 8 inches in loose thickness. In confined areas, the loose lift thickness should be 4 inches or less and each lift should be compacted with sufficient passes of hand operated vibratory or impact compaction equipment. A geotechnical engineer with appropriate field and laboratory support should inspect all footing subgrades, approve materials for use as fill, and test fill materials for compliance with the recommended compaction.

The sides of the excavation should be sloped back for safety unless a sheeting or bracing system is used. OSHA and other applicable agency requirements pertaining to worker safety should be met during the excavation activities.

#### 7.0 SOIL RESISTIVITY TESTING

The resistivity testing was performed by setting two potential-measuring electrodes between two current carrying electrodes at various spacing for the purpose of measuring the resistance generated by the soils when passing the current through the soil. The current drop measured by the potential-measuring electrodes provides an



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indication of the resistance of a soil column equal in thickness to the spacing of the electrodes. The electrode spacing was equal for all spacings between the total of four electrodes during each test.

The test is run by inducing a current through the outer current-carrying electrodes and measuring the voltage drop between the inner potential-measuring electrodes. One test line was performed at the location indicated on the attached Figure 1. Site constraints prohibited performing the tests at greater spacing. The results of the resistivity testing are included on the attached forms and summarized below:

MEASUF	RED RESIST	IVITY FOR VA	ARYING ELEC	CTRODE								
SPACING (Ohm-cm)												
TECTNO		ELECTROD	E SPACING									
TEST NO.	2 FT	4 FT	8 FT	12 FT								
RT-1	95,750 367,680 766,000 769,830											

NA - TEST COULD NOT BE PERFORMED DUE TO SITE CONSTRAINTS

#### 8.0 LIMITATIONS

Our professional services have been performed using that degree of care and skill ordinarily exercised under similar circumstances by reputable geotechnical engineers and geologists practicing in this or similar situations. The interpretation of the field data is based on good judgment and experience. However, no matter how qualified the geotechnical engineer or detailed the investigation, subsurface conditions cannot always be predicted beyond the points of actual sampling and testing. No other warranty, expressed or implied, is made as to the professional advice included in this report.

The recommendations contained in this report are intended for design purposes only. Contractors and others involved in the construction of this project are advised to make an independent assessment of the rock, subsoil and groundwater conditions for the purpose of establishing quantities, schedules and construction techniques.

This report has been prepared for the exclusive use of Essex County and their agents for the specific application to the proposed equipment shelter to be located at the existing Mount Pisgah tower site in Saranac Lake, New York. We recommend that prior to construction; Tectonic Engineering & Surveying Consultants P.C. review the project plans and specifications. It should be noted that upon review of those documents, some recommendations presented herein might be revised or modified. In the event that any change in the design or location of the proposed structures are planned, Tectonic shall not consider the conclusions and recommendations contained in this report valid unless reviewed and verified in writing. It is further recommended that



W.O. 5932.06

Page 6

October 11, 2011

Tectonic be retained to provide construction monitoring and inspection services to ensure proper implementation of the recommendations contained herein, which would otherwise limit our professional liability.

We appreciate the opportunity to be of service on this project. Should you require additional information, please do not hesitate to contact the undersigned.

Sincerely,

TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C.

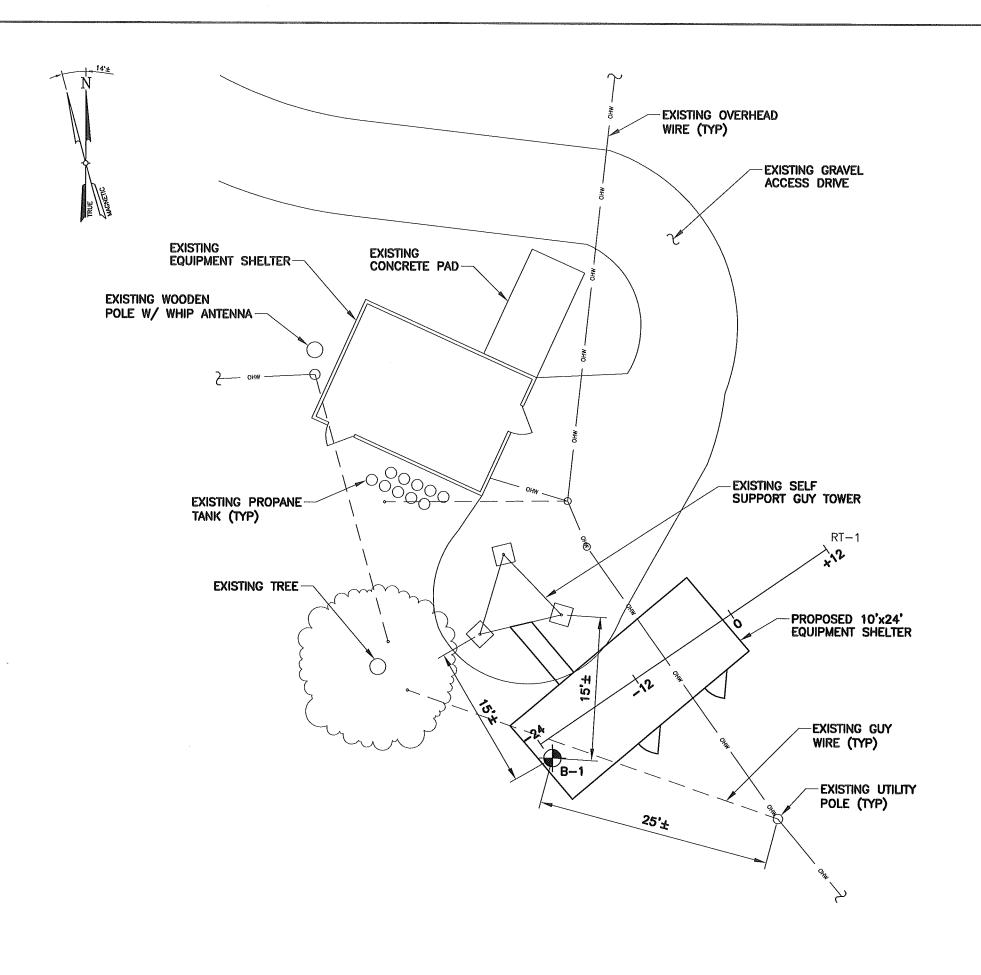
Scott M. Doehla, P.E. Manager of Engineering

Attachments:

ring Description Plan (Figure 1)

Boring Log

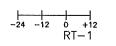
Legend for Soil Description



## LEGEND



APPROXIMATE BORING LOCATION



APPROXIMATE RESISTIVITY TEST LOCATION

## NOTES

- 1. BORING & RESISTIVITY TEST LOCATIONS DETERMINED ON-SITE BY MEASURING FROM EXISTING SITE FEATURES.
- 2. BORING LOCATION PLAN BASED ON DRAWING ENTITLED "SITE DETAIL PLAN", DRAWING Z-2 BY TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C., DATED 7/26/11.

ORIGINAL SIZE IN INCHES



- ENGINEERING
   SURVEYING
   CONSTRUCTION MANAGEMENT

TECTONIC Engineering & Surveying Consultants P.C. Phone: (518) 783—1630 36 British American Boulevard, Suite 101 Fax: (518) 783—1544 Latham, New York 12110 www.tectonicengineering.com

#### BORING LOCATION PLAN

PROPOSED EQUIPMENT SHELTER SITE NAME: MOUNT PISGAH SUMMIT OF MOUNT PISGAH SKI AREA TOWN OF ST. ARMAND, ESSEX COUNTY, NEW YORK

9/13/11 Scale 1" = 10' 5932.06

FIGURE 1

					,						R	OR	INC	3 N	o. B	-1			
T	ECT	ONIC	EN	GINEER	RING & ANTS F	SURV P.C.	EYING	PROJECT: Mt. Pisgah  LOCATION: Saranac Lake, NY					~ I V	7 A B A P 7	≈ 14'	4.7 B Bad	. 1		
						•		LOCATION: Saranac Lake, NY  DATE TIME								SHE	EET No	o. 1 of 1	
CLIE	NT: E	ssex Co	unty						TIME	DE	PTH	INSF	PECTO	∹: Co	ry Mac	Fee			
CON	TRACT	OR: Tra	nsTe	ch Dril	ling Se	ervice	s, Inc.	:	ROU	8/17/11		N	ΙE	DRIL	LER:	Jo	hn Leo	nhardt	
METH	OD OF A	ADVANCIN	IG BOF	RING	DIA.	ļ	DE							SUR	FACE E	LEVAT	ION:	g-s-d	
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	SOIL RESISTIVITY DATA	A SHEET W.O. NO.: 593	32.06 PAGE 1 OF
TECTONIC	DEPTH OF SEEPAGE:		st 17 2011
CIIENT: Essex County	NE	Mt. Pisgah	
CONTRACTOR:	DEPTH TO GROUNDWATE	ER: LOCATION:	A
Transtech Drilling Services EQUIPMENT:	NE DEPTH TO BEDROCK:	Saranac Lake,	NY
Nilsson Model 400	NE	Cory MacFee	
	SUFACE ELEVATION:	DATŮM:	
	N/A	N/A	
Location of Test: Near prop	osed shelter location		
Electrode Spacing	Electrode Depth	Measured Average	Soil Resistivity
"a" (ft)	(a/20)	Soil Resistance	(ohm-cm)
2 FT2	0.1	250	95,750
4 FT 4	0.2	480	367,680
8 FT 8	0.4	500	766,000
12 FT 12	0.6	335	769,830
16 FT	0.0		
1011			
Other			
Other			
		<del></del>	
Orientation of Leads: East to W	/est		
Tanagraphy: mostly level sleping	January and to result - 224		
	iownward to north bast west at	nd linward to the couth	
Topography. Thosay level sloping of	downward to north, east, west ar	nd upward to the south	
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Remarks: Due to restrictive fea	tures of site, tests were limited t	ram P=2II aR (for	homogenous soils)
Remarks: Due to restrictive fea	tures of site, tests were limited t	ram P=2II aR (for	homogenous soils)

#### LEGEND FOR SOIL DESCRIPTION

GRANULAR SOIL (Coarser than No. 200 Sieve)

DESCRIPTIVE TERM

**GRAIN SIZE** 

**GRAVEL** No. 4 Sieve to No. 10 Sieve 3" to 3/4" Coarse - c No. 10 Sieve to No. 40 Sieve Medium - m 3/4" to 3/16" Fine - f No. 40 Sieve to No. 200 Sieve

**COBBLES** 3" TO 10" **BOULDERS** 10" +

PROPORTIONS OF COMPONENT

**GRADATION DESIGNATIONS** Less than 10% coarse and medium Fine, f

Medium to Fine, m-f Less than 10% coarse

Medium, m Less than 10% coarse and fine Coarse to medium, c-m Less than 10% fine

Less than 10% medium and fine Coarse, c

Coarse to fine, c-f All greater than 10%

COHESIVE SOIL (Finer than No. 200 Sieve)

**PLASTICITY** PLASTICITY INDEX DESCRIPTION 0-1 None Clayey Silt Silt & Clay Slight 6-10 Low Clay & Silt Medium 11-20 Silty Clay 21-40 High Greater Than 40 Very High Clay

**PROPORTION** 

DESCRIPTIVE TERM PERCENT SAMPLE BY WEIGHT

trace 10-20 little 20-35 some 35-50 and

The Primary component is fully capitalized

**COLOR** 

- blue Wh - white ΥI - yellow Blue Gy - gray - orange - light Blk - black Or Tn - tan Lgt Rď Gn - dark Bwn - brown - red - green

SAMPLE NOTATION

- Split Spoon Soil Sample WOC - Weight of Casing U - Undisturbed Soil Sample WOR - Weight of Rod С - Core Sample WOH Weight of Hammer

В - Bulk Soil Sample - Compressive Strength Based on Pocket PPR NR - No Recovery of Sample Pentrometer

ΤV - Shear Strength (tsf) Based on Torvane

#### LEGEND FOR ENGINEERING ROCK CLASSIFICATION AND CORE DESCRIPTION (1)

DESCRIPTIVE TERMINOLOGY FOR JOINT SPACING

**DESCRIPTIVE TERM** SPACING OF JOINT Very Close Less Than 2 1/2 inches Close 2 1/2 to 8 inches Medium 8 to 24 inches Wide 2 to 6 feet Very Wide Greater than 6 feet

RELATIONSHIP OF RQD AND ROCK QUALITY

Description of Rock **Rock Quality** 

Designation (RQD) (2) Quality Very Poor 0-25% 25-50% Poor 50-75% Fair Good 75-90% 90-100% Excellent

- Core description system is based on a suggested system proposed in the Design manual 7.1 Soil Mechanics, (1) Department of the Navy, Navy Facilities Engineering Command, (May 1982).
- "Rock Quality Designation" is defined as a modified core recovery ration which considers only pieces of core that are at (2) least 4 inches long. Obvious fractures introduced by drilling are ignored in this system.



36 British American Blvd, Suite 101 Latham, NY 12110 (518) 783-1630 FAX: (518) 783-1544 www.tectonicengineering.com

Essex County Emergency Services 702 Stowersville Road P.O. Box 30 Lewis, NY 12950

Attention: Donald Jaquish

September 30, 2011

RE: W.O. 5932.07

**GEOTECHNICAL INVESTIGATION** 

PROPOSED EQUIPMENT SHELTER AND TOWER UPGRADES EXISTING 890-FOOT GUYED TOWER "TERRY MOUNTAIN"

1159 PEASLEEVILLE ROAD

PERU, CLINTON COUNTY, NEW YORK

Dear Mr. Jaquish,

Tectonic Engineering & Surveying Consultants, P.C. has performed a subsurface investigation and geotechnical engineering analyses for the above-referenced project. The purpose of the investigation was to identify the soil, bedrock and groundwater conditions in the vicinity of the existing 890-foot guyed tower and associated guy anchors, and the proposed equipment shelter at the site. This report presents our findings and general descriptions of the site and the investigation.

#### 1.0 SITE DESCRIPTION

The project site is located at 1159 Peasleeville Road in the Town of Peru, Clinton County, New York. The site is an existing tower complex located at the top of Terry Mountain. The property is owned by Rollins Telecasting and contains a fenced compound with three guyed towers, an L-shaped equipment building, and a garage at the crest of the hill. A self-support tower is located within a separate fenced compound approximately 120 feet southwest of, and downhill from, the previously described compound. The ground surface within the compound and the immediately surrounding area is relatively level, but slopes down steeply towards the southwest and southeast, and more gently downward towards the north, at locations away from the compound. The area around the compound comprise the sides of Terry Mountain and are generally vegetated with mature coniferous and deciduous trees, with occasional wetland areas. Bedrock outrcrops are evident at the ground surface within the compound area, outside the compound area, and on the slopes surrounding the tower complex.

The three towers located within the fenced compound are all guyed towers with heights of 60 feet, 100 feet, and 890 feet. The self-support tower within the separate



compound has a total height of approximately 160 feet. Each guyed tower is supported by three arrays of guy anchors generally oriented approximately 120 degrees from each other around the tower.

The 890-foot guyed tower is supported at its base by an approximately 4-foot square concrete pad, and has a TV antenna at the top, which extends to a total height of 963 feet above ground level. The guys for this tower extend away from the tower in three different arrays oriented approximately north, southwest, and southeast from the tower. The guys are connected to the tower at heights of 150 feet, 325 feet, 507 feet, 690 feet, and 890 feet above ground level. These guys extend to one of two anchors on each array. The closest set of anchors are located about 385 feet from the tower base, and the outer anchors are located approximately 690 feet from the tower base. Each anchor supports multiple guys and typically consists of a formed concrete block which appears to be embedded below grade. It is our understanding that the dimensions of these blocks increases below grade. Each block appears to have been constructed by excavating into the bedrock.

It is our understanding that the proposed construction includes removing sections of the tower so that the final tower height is 690 feet above grade, and the addition of several dish antennas to support the Essex County emergency communications system. A new equipment shelter is proposed to be located near the existing 890-foot guyed tower, at a location approximately 15 feet to the northwest of the tower base. The new shelter will measure approximately 10 feet by 16 feet in footprint.

#### 3.0 SUBSURFACE INVESTIGATION

The subsurface investigation consisted of the drilling of four borings, designated as B-1 through B-4. Boring B-1 was performed as near to the existing tower base as possible to a depth of 8.9 feet below grade. Boring B-2 was performed within the proposed shelter location to a depth of 6.3 feet below grade. Borings B-3 and B-4 were performed in-between the southwest and southeast arrays of guy anchors to depths between 5.4 feet and 8.6 feet below grade. The northern guy anchors array could not be accessed due to the steeply sloping terrain. The boring locations are shown on the attached Boring Location Plan (Figure 1).

The borings were drilled by TransTech Drilling Services, Inc. on August 18 and 19, 2011. The borings were advanced using a 2-1/2 inch diameter rotary drill bit through soil materials, and an NQ-size double-tube core barrel through bedrock. Standard Penetration Testing (SPT) was conducted continuously where soil was encountered over the rock. Rock coring was performed in a minimum 5-foot length at each boring location. A geotechnical engineer prepared logs of the subsurface conditions encountered within each boring. Copies of the boring logs are attached to this letter.



#### 4.0 SUBSURFACE CONDITIONS

The subsurface conditions at the site consist of relatively thin layers of topsoil and native soil overlying bedrock. The topsoil was measured to be up to 4 inches thick at the borings. The native soils were encountered to depths between 0.4 and 3.6 feet below grade. The native soil generally consists of silty sand with some gravel.

Bedrock was encountered at depths ranging from 0.4 to 3.6 feet below grade at the boring locations. The bedrock at the site consists of grey to dark grey, slightly weathered, slightly to moderately fractured, medium to coarse grained, hard granite with traces of quartz. Fracture planes within the bedrock are oriented at angles ranging from 0 to 60 degrees from horizontal. The Rock Quality Designations (RQD's) of the cored intervals ranged from 54 to 86 percent, indicating fair to good rock mass quality.

Groundwater was not reported to be present at any of the boring locations during or upon completion of drilling. Groundwater levels will fluctuate with season and weather conditions; therefore, groundwater should be anticipated to be encountered at a shallower depth at other times.

#### 5.0 DISCUSSION AND RECOMMENDATIONS

Based on the results of the test borings and observations made at the site, it appears that the existing tower base is supported by an approximately 4-foot square concrete foundation bearing on the granite bedrock. The guy anchors are anchored by concrete blocks embedded below grade. The increase in axial load on the tower as a result of the proposed antennae installation should be added to the existing axial load on the tower foundation. The resistance which can be provided by each of the existing guy anchors should be checked against the final resistance which will be imposed on each anchor as a result of the new antennae installation. It should be noted that some of the guy anchors may be drilled or anchored into bedrock. If drilled rock anchors were used, their capacity would be difficult to quantify without detailed information on the diameter and depth of the anchor.

The following subsections provide soil properties that can be utilized to evaluate the allowable bearing, uplift and lateral capacity of the foundations.

#### 5.1 Tower Base

The foundation at the base of the tower consists of a 4.0-foot square concrete mat that appears to bear directly on bedrock. Based on these dimensions and the observed rock hardness and degree of weathering and fracturing, the foundation should be assumed to have an <u>allowable</u> bearing capacity of 20 tons per square foot (tsf) when analyzing the tower in accordance with TIA-222-F. Sliding at the base of the tower due to lateral loads should be evaluated using a



frictional coefficient of 0.6 between the foundation concrete and bedrock. Passive earth pressure should be ignored.

#### 5.2 Guy Anchorages

Each of the guy anchorages will resist the uplift and lateral forces exerted by the guy wires through a combination of dead weight, resistance to shear, and passive earth pressure. The passive earth pressure will occur, as a result of the lateral loading, along the face of the concrete blocks that are oriented perpendicular to the direction of the guy anchor and are closest to the tower. Frictional resistance will also be developed along the sides and base of the block in the opposite direction of the applied force.

Resistance to uplift forces will be in the form of dead weight of soil and concrete, and rock shear resistance along the anticipated failure planes. It is assumed that the deadmen directly abut bedrock along the side of excavation that faces the tower. When evaluating the dead weight of soil over the concrete foundation, the volume of soil should be determined based on lines extending vertically upward from the edges of the foundation (ignore cone failure methods). The shear resistance of the rock may be determined using a combined friction-cohesion model, assuming formation of a large rock wedge does not occur.

The table below provides recommended parameters for use in evaluating the rock resistance to the imposed lateral and uplift loads:

Bedrock Property	Units	
Total Unit Weight	Pounds per cubic foot	140
Friction Angle	Degrees	30
Cohesion	Pounds per square foot	10,000
Ultimate Friction Factor (tan $\delta$ where $\delta$ is	NA	0.6
the friction angle of bedrock against		
concrete)		

The actual dimensions and depths of the deadmen should be verified as part of the evaluation of their stability. This may be possible through non-destructive testing methods, or by performing test pit excavations against the deadmen anchors. If the results of the analysis of the existing guy anchors indicates that additional resistance to the uplift loading is required, additional resistance can be achieved by increasing the size of the blocks or by anchoring the blocks to the rock using rock anchors. Design recommendations for rock anchors can be provided upon request.



#### 5.3 Equipment Shelter Foundation Recommendations

The equipment shelter can be supported on a conventional spread footing bearing on the bedrock. There is no minimum depth requirement when bearing on solid bedrock. An allowable net bearing pressure of 4 tons per square foot (tsf) should be used to size footings bearing on bedrock.

A single mat (slab) foundation may also be utilized to support the equipment shelter. The mat should be constructed directly on a competent bedrock subgrade.

#### 5.4 Equipment Shelter Foundation Construction Considerations

The foundation subgrade should be prepared by excavating to the bearing depth using hydraulic excavation or rock chipping equipment or controlled blasting (if permitted), and using compressed air, brooms and/or hand shovels to remove all soil and broken rock materials loosened by excavation. The subgrade should then be inspected by the geotechnical engineer to observe and document that the materials are consistent with those described in this report (granitic gneiss bedrock). Any unsuitable materials (soil or rock other than those recommended for bearing) should be removed as directed by the geotechnical engineer. The area of removal should be within the zone of influence of the foundation, which is defined by imaginary lines sloping downward and outward from the bottom edge of the foundation at a 1 to 1 (Horizontal to Vertical) slope.

Competent bedrock encountered above the subgrade elevation should be removed to create a level bearing surface. Contractors involved in the excavation for the foundation should anticipate the need for rock removal. Over-excavated or uneven areas within the subgrade should be filled with concrete.

The bedrock surface is anticipated to be variable across the foundation area. The bedrock surface should be leveled to allow foundation construction on a surface sloping no steeper than 5 to 1 (Horizontal to Vertical).

Static groundwater is not anticipated during construction. However, perched water seepage requiring dewatering may be encountered during foundation excavation depending upon the season and rainfall conditions at the time of construction. Surface water runoff around the excavation should be intercepted outside of the subgrade area.



#### 6.0 RESISTIVITY TEST RESULTS

The resistivity testing was performed by setting two potential-measuring electrodes between two current carrying electrodes at various spacing for the purpose of measuring the resistance generated by the soils when passing the current through the soil. The current drop measured by the potential-measuring electrodes provides an indication of the resistance of a soil column equal in thickness to the spacing of the electrodes. The electrode spacing was equal for all spacings between the total of four electrodes during each test.

The test is run by inducing a current through the outer current-carrying electrodes and measuring the voltage drop between the inner potential-measuring electrodes. Three test lines were performed at the locations indicated on the attached Figure 1. The test spacing indicated above was performed for each test line, indicated as RT-1 through RT-3. Site constraints prohibited performing the tests at greater spacing. The results of the resistivity testing are included on the attached forms and summarized below:

MEASUR	ED RESISTIVI	TY FOR VARY	ING ELECTRO	DE SPACING	(Ohm-cm)							
ELECTRODE SPACING												
TEST NO.	2 FT	4 FT	8 FT	12 FT	16 FT							
RT-1	478,750	NA	536,200	NA	333,976							
RT-2	517,050	666,420	873,240	551,520	520,880							
RT-3	384,915	919,200	689,400	NA	551,520							

NA - TEST COULD NOT BE PERFORMED DUE TO SITE CONSTRAINTS

#### 7.0 LIMITATIONS

Our professional services have been performed using that degree of care and skill ordinarily exercised under similar circumstances by reputable geotechnical engineers and geologists practicing in this or similar situations. The interpretation of the field data is based on good judgment and experience. However, no matter how qualified the geotechnical engineer or detailed the investigation, subsurface conditions cannot always be predicted beyond the points of actual sampling and testing. No other warranty, expressed or implied, is made as to the professional advice included in this report.

The recommendations provided within this report are for design purposes only. Contractors and others involved in the construction of this project are recommended to make an independent assessment of the soil, bedrock, and groundwater conditions for the purposes of establishing quantities, schedules, costs, and construction techniques.



This report has been prepared for the exclusive use of Essex County Emergency Services for the specific application to the existing guyed tower and proposed equipment shelter installations detailed in this report. In the event that any changes in the design or location of the proposed equipment shelter are planned, the conclusions and recommendations contained in this report shall not be considered valid unless reviewed and verified in writing by Tectonic Engineering & Surveying Consultants P.C. It is recommended that Tectonic be retained to provide construction monitoring and inspection services to ensure proper implementation of the recommendations contained herein, which would otherwise limit our professional liability.

We trust this report will allow you to proceed with design of the proposed foundations.

Sincerely,

TECTONIC ENGINEERING G CONSULTANTS P.C.

Scott M. Doehla, P.E.

Scott M. Doehla, P.E.

Manager of Engineering

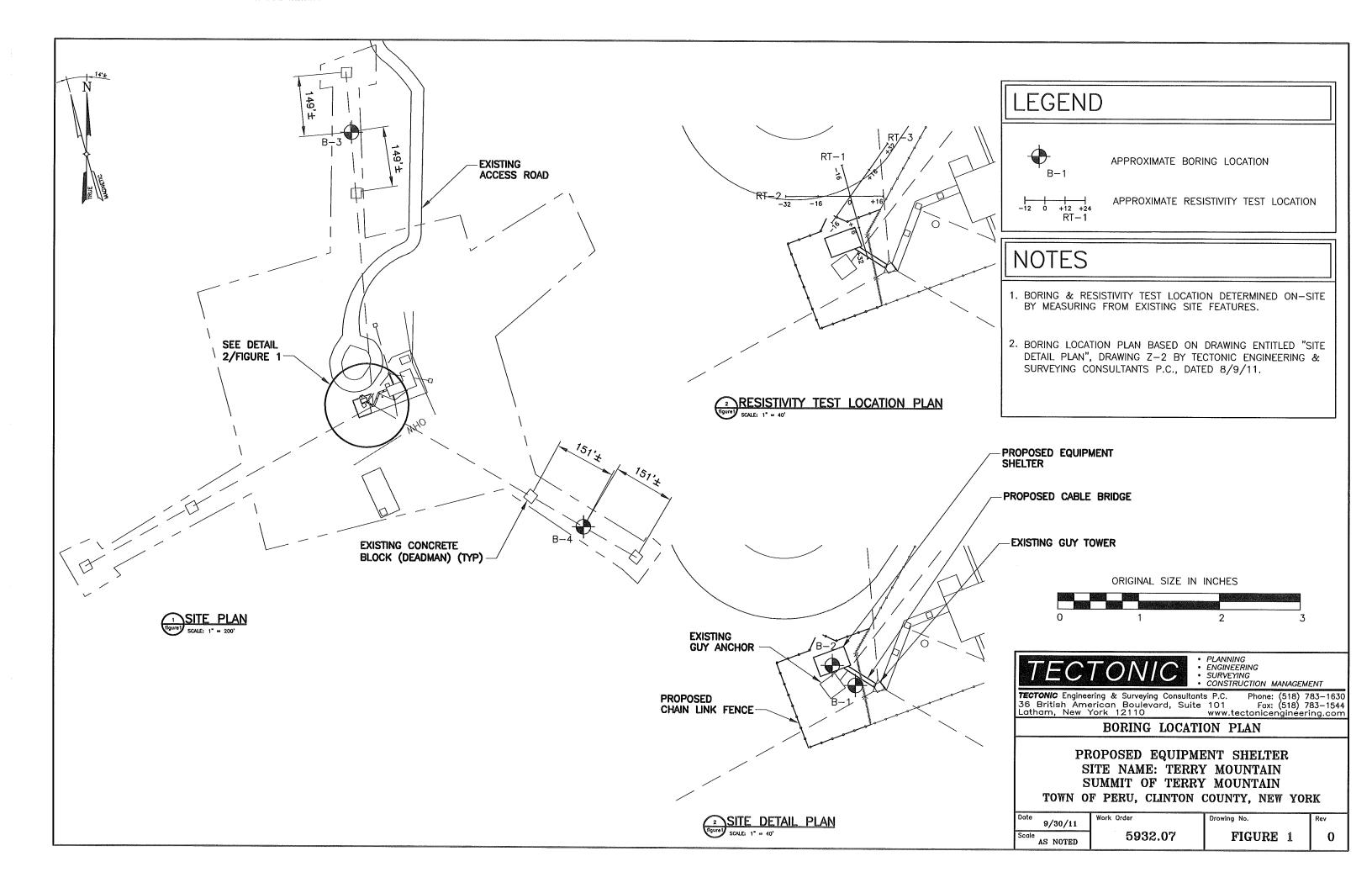
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Attachments:

Boring Location Plan (Figure 1)

**Boring Logs** 

Legend for Soil Description Resistivity Test Results



TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C.								PROJECT N	o. <b>5932.07</b>	B	OR	INC	3 N	o. B	-1		
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								LOCATION:	Peasleeville, NY					SHE	ET N	o. 1 of 1	
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5	14			00,00	, •			oriented fr	om 0 to 45 degrees with Quartz								5
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#### LEGEND FOR SOIL DESCRIPTION

GRANULAR SOIL (Coarser than No. 200 Sieve)

DESCRIPTIVE TERM

GRAIN SIZE

 SAND

 Coarse - c
 No. 4 Sieve to No. 10 Sieve

 Medium - m
 No. 10 Sieve to No. 40 Sieve

 Fine - f
 No. 40 Sieve to No. 200 Sieve

3/4" to 3/<sub>16</sub>"

**GRAVEL** 

3" to 3/4"

COBBLES BOULDERS

3" TO 10" 10" +

**GRADATION DESIGNATIONS** 

PROPORTIONS OF COMPONENT Less than 10% coarse and medium

Medium to Fine, m-f

Less than 10% coarse

Medium, m

Fine, f

Less than 10% coarse and fine

Coarse to medium, c-m

Less than 10% fine

Coarse, c

Less than 10% medium and fine

Coarse to fine, c-f

All greater than 10%

COHESIVE SOIL (Finer than No. 200 Sieve)

**DESCRIPTION** PLASTICITY INDEX **PLASTICITY** Silt None Clayey Silt Silt & Clay 2-5 Slight 6-10 Low Clay & Silt 11-20 Medium Silty Clay 21-40 High Clay Greater Than 40 Very High

**PROPORTION** 

DESCRIPTIVE TERM PERCENT SAMPLE BY WEIGHT

trace 1-10 little 10-20 some 20-35 and 35-50

The Primary component is fully capitalized

**COLOR** 

- blue Blue Gy - gray Wh - white ΥI yellow Blk - black Or - orange Tn - tan - light Lgt - brown Rd Bwn - red Gn - green - dark

SAMPLE NOTATION

S - Split Spoon Soil Sample WOC - Weight of Casing
U - Undisturbed Soil Sample WOR - Weight of Rod
C - Core Sample WOH - Weight of Hammer

B - Bulk Soil Sample PPR - Compressive Strength Based on Pocket Pentrometer

TV - Shear Strength (tsf) Based on Torvane

#### LEGEND FOR ENGINEERING ROCK CLASSIFICATION AND CORE DESCRIPTION (1)

**DESCRIPTIVE TERMINOLOGY FOR JOINT SPACING** 

DESCRIPTIVE TERM
Very Close
Close
Close
Medium
Wide
Very Wide

DESCRIPTIVE TERM
Less Than 2 ½ inches
2 ½ to 8 inches
8 to 24 inches
2 to 6 feet
Very Wide
Greater than 6 feet

RELATIONSHIP OF RQD AND ROCK QUALITY

Rock Quality Description of Rock

 Designation (RQD) (2)
 Quality

 0-25%
 Very Poor

 25-50%
 Poor

 50-75%
 Fair

 75-90%
 Good

 90-100%
 Excellent

(1) Core description system is based on a suggested system proposed in the <u>Design manual 7.1 – Soil Mechanics</u>, Department of the Navy, Navy Facilities Engineering Command, (May 1982).

"Rock Quality Designation" is defined as a modified core recovery ration which considers only pieces of core that are at least 4 inches long. Obvious fractures introduced by drilling are ignored in this system.

TECTONIC	SOIL RESISTIVITY DATA	SHFFT	w.o. no.: 59	32.07 PAGE 1 OF 3
		VIILLI	DATE: August	t 19 2011
CIIENT: Essex County	DEPTH OF SEEPAGE:		Terry Mountain	
CONTRACTOR:	DEPTH TO GROUNDWATER:		LOCATION:	J
Transtech Drilling Services EQUIPMENT:	DEPTH TO BEDROCK:		Peasleeville, N\ INSPECTOR:	
Nilsson Model 400	0'-1.3' (per borings) SUFACE ELEVATION:		Cory MacFee	
	N/A		N/A	
Location of Test: Near propos	ed tower location			
Electrode Spacing	Electrode Depth	Measured		Soil Resistivity
"a" (ft)	(a/20)	Soil Res		<u>(ohm-cm)</u>
2 FT <u>2</u>	0.1	1,25		478,750
4 FT8	.4	35	, , , , , , , , , , , , , , , , , , ,	536,200
8 FT <u>16</u>	.8	10	9	333,976
12 FT				<u> </u>
16 FT				(manufacture of the control of the c
Other		_		
Other		_		
Orientation of Leads: northwest to	southeast			
Topography: rocky outcrops, gradual	to steep declines			
Remarks: Due to restrictive featur	es of site, tests were limited to s	naoina mon	tioned above	
Due to restrictive reatur	es of site, tests were inflited to s	pacing men	lioned above.	
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Method of Resistivity Determination	☐ Nomograr	n [	$P=2\Pi$ aR (for h	omogenous soils)

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TECTONIC	SOIL RESISTIVITY DATA	SHEET	W.O. NO.:	5932.07	PAGE	2	OF	3
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CIIENT: Essex County	DEPTH OF SEEPAGE: NE		PROJECT: Terry Mou	ntain				
CONTRACTOR:	DEPTH TO GROUNDWATER	i: I	OCATION:					
Transtech Drilling Services	NE DEPTH TO BEDROCK:		Peasleevill	e, NY				
Nilsson Model 400	0'-1.3' (per borings)	ŀ	Cory MacF	ee				
	SUFACE ELEVATION: N/A		DATÚM: N/A					
l d CT l N			IN/A				<del></del>	
Location of Test; Near prop	osed tower location							_
Electrode Spacing	Electrode Depth	Measured A			Soil F	Resistiv	vity	
"a" (ft)	(a/20)	Soil Resis	stance		(oh	nm-cm)	)	
2 FT2	0.1	1,35	0		51	17,050		
4 FT4	0.2	870			66	66,420		
8 FT <u>8</u>	0.4	570			87	73,240		
12 FT 12	0.6	240	1		55	51,520		
16 FT16	0.8	170			52	 20,880		
Other								
Other								
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Orientation of Leads: northeast	to southwest							
Tiornicast	io countroot	······································						
Topography: <u>rocky outcrops, gradu</u>	al to steep declines							
Remarks: <u>Due to restrictive feat</u>	ures of site, tests were limited to s	spacing menti	oned abov	e.				
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			··· · · · · · · · · · · · · · · · · ·					
Method of Resistivity Determination	n □ Nomogra	m 🔝	P=2∏ aR	(for homog	jenous s	oils)	Contract on the Street Street Street Street Street Street Street Street	

TECTON	SOIL RESISTIVITY DATA SI	I RESISTIVITY DATA SHEET		2.07 page 3 of	3
CONTROL OF THE PARTY OF THE PAR			DATE: August 19 2011		
CIIENT: Essex County CONTRACTOR:	DEPTH OF SEEPAGE:		PROJECT: Terry Mountain		
	DEPTH TO GROUNDWATER:		LOCATION:	***************************************	
Transtech Drilling Services EQUIPMENT:	NE DEPTH TO BEDROCK:		Peasleeville, NY INSPECTOR:		
Nilsson Model 400	0'-1.3' (per borings) SUFACE ELEVATION:		Cory MacFee		
	N/A		N/A		
Location of Test: N	ear proposed tower location				
Electrode Spacing "a" (ft)	Electrode Depth (a/20)	/leasured Soil Resi		Soil Resistivity (ohm-cm)	
2 FT 2	0.1	1,00	05	384,915	
4 FT 4	0.2	1,200		919,200	
8 FT 8	0.4	45	0	689,400	
12 FT			·····		
16 FT16	0.8	18	0	551,520	
Other					
Other					
-					
Orientation of Leads: <u>no</u>	ortheast to southwest				
Topography: rocky outcrop	ps, gradual to steep declines				
Remarks: <u>Due to restric</u>	ctive features of site, tests were limited to spa	cing men	tioned above.		
Method of Resistivity Dete	rmination		P=2II aR (for hor	nogenous soils)	Attaches Attaches
,					



36 British American Blvd, Suite 101 Latham, NY 12110

(518) 783-1630 FAX: (518) 783-1544 www.tectonicengineering.com

Essex County Emergency Services 702 Stowersville Road P.O. Box 30 Lewis, NY 12950

Attention: Donald Jaquish

September 27, 2011

RE: W.O. 5932.10

**GEOTECHNICAL INVESTIGATION** 

PROPOSED 50-FOOT SELF-SUPPORT TOWER

WELLS HILL SITE 189 SEVENTY LANE

LEWIS, ESSEX COUNTY, NEW YORK

Dear Mr. Jaquish,

Tectonic Engineering & Surveying Consultants P.C. has performed a subsurface investigation and geotechnical engineering analyses for the proposed self-support tower structure at the above-referenced site. This report presents our findings and recommendations for the design and construction of the foundations for these structures.

#### 1.0 DESIGN CONSIDERATIONS

The proposed self-support tower is a 50-foot tall, three-legged lattice structure that will be used to support communication antennas. The foundation supporting the tower is expected to be subjected to modest compressive and overturning loads and comparatively low horizontal loads. The ground equipment associated with the communication antennas is proposed to be housed within an existing equipment shelter at the site. The actual loads from the tower are to be determined by others.

#### 2.0 SITE DESCRIPTION

The project site is located at 189 Seventy Lane in the Town of Lewis, Esssex County, New York, and is owned by the NYCO Minerals, Inc. The site currently consists of an active mine encompassing approximately one-half of the approximately 200 acre parcel. The property is located on the west side of Seventy Lane, approximately ½ mile north of Wells Hill Road/Carlott Lane. The portion of the property not occupied by the mining operation is generally densely wooded forest on a hillside which slopes downward towards the east. The portions of the site being actively mined have been PLANNING • ENGINEERING • CONSTRUCTION AND PROGRAM MANAGEMENT



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cut into the bedrock and the land has been altered to allow truck and equipment travel throughout. The project site is located on the eastern boundary of the mining operation, at a location about 1,170 feet west of Seventy Lane. Gravel and dirt-covered access roads, which originate at Seventy Lane near an existing office building on the property, extend into the property, allowing access to the project site.

The project site contains an existing 20-foot tall self-support tower, a one-story equipment shelter, and an above-ground propane tank located within a relatively flat area just east of the access road. The surrounding area currently consists of level, unused land and contains some trees at the top edge of an existing slope to the east. At a location about 18 feet east of the existing shelter, the ground surface slopes downward towards the east at an approximately 1.25 to 1 (Horizontal to Vertical) for a height of about 45 feet. The slope appears to be a fill slope and the area was likely filled with excavation spoils from the mining operations. The proposed tower will be located about 12 feet south of the existing tower and 18 feet west of the existing shelter. A new cable bridge will be constructed to connect with the existing tower. Ground surface elevations around the proposed tower are relatively level at approximately El. +1,548 feet. No regarding of the site is anticipated to result from the proposed construction.

#### 3.0 SUBSURFACE INVESTIGATION

The subsurface investigation consisted of one test boring, designated as B-1, which was performed at the center of the proposed lattice tower to a depth of 40 feet. The boring was performed by TransTech Drilling Services, Inc. on August 22, 2011 using a rubber-track drill rig. The boring was advanced through overburden soils using 3-1/4 inch inside diameter hollow-stem augers. Standard Penetration Testing (SPT) and split-spoon sampling, conducted in accordance with ASTM D 1586, was performed continuously to a depth of 13 feet and at maximum 5-foot intervals thereafter. Groundwater conditions were monitored during and upon completion of drilling. The boring operations were performed under the supervision of a geotechnical engineer. The geotechnical engineer also conducted soil resistivity testing at the site in accordance with the Wenner Four-Point Method as described in ASTM G57.

The boring location and resistivity test locations are shown on the attached Boring Location Plan, Figure 1. Typed copies of the boring log and resistivity test results are attached.

#### 4.0 SUBSURFACE CONDITIONS

The subsurface conditions consist of a relatively thick layer of existing fill overlying dense native sand. The following is a general description of the encountered subsurface conditions. Detailed descriptions can be found on the attached boring log.



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Existing fill was encountered to a depth of about 38 feet within boring B-1, and consists primarily of sand and gravel with trace to some silt. The fill contained angular pieces of gravel and appears to be spoils from the results of the mining operation. SPT N-values within the fill ranged from 11 to 48 blows per foot (bpf) in the upper 9 feet, and generally decreased to between 4 and 10 bpf to a depth of 38 feet, with the exception of a sample recovered from 11 to 13 feet, which exhibited an N-value of 33 bpf. An abundance of wood and other organic materials were present at depths of 30 and 35 feet, indicating a possible transition from fill to native soil. Although SPT N-values indicate that the fill could be dense in some layers, the majority of the N-values indicate loose conditions. Considering that the fill was likely placed in an uncontrolled manner, the fill should be considered in a relatively loose condition. Based on observations made during drilling and sampling, the fill likely contains cobbles and boulders.

The soil underlying the fill generally consists of tan coarse to fine sand with little silt and little fine gravel. The SPT N-value of the native soils was 100 bpf, indicating very dense soil conditions.

No evidence of groundwater was encountered within any of the borings. Samples recovered at a depth of 40 feet exhibited an increase in moisture content, but did not appear to be saturated. It should be noted that groundwater conditions vary seasonally and with precipitation changes. Perched water may also be encountered following periods of wet weather or may result from variations in the permeability of the soils.

### 5.0 TOWER FOUNDATION RECOMMENDATIONS

Due to the relatively thick layer of existing fill at the site, a single large mat which can evenly distribute the bearing pressure of the tower at low levels is recommended. The use of a deep foundation system would require drilling caissons to depths of 40 feet through loose fill containing cobbles and boulders, and would likely be costly and logistically difficult. In order to properly construct a stable subgrade for the mat, some remedial removal of the existing fill and replacement with structural fill is required. Recommendations for a single mat foundation are provided below:

### 5.1 Ultimate Bearing Pressure

The mat should bear on a minimum 3-foot thick layer of compacted structural fill placed below the proposed foundation after removal of the existing fill. The foundation should also bear at least 5 feet below the ground surface for purposes of frost protection. The dimensions of the mat and the actual depth of embedment of the mat should be determined by the designer so as to provide sufficient resistance to overturning, sliding and vertical loading.



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The mat should be designed utilizing a net allowable bearing pressure of 2,000 pounds per square foot (psf). The maximum compressive pressure at the edges of the mat that occur as a result of relatively high overturning moments should not exceed the design value after application of the reduction factor.

## 5.2 Subgrade

The mat foundation subgrade should be within the existing fill soils and should be prepared approximately level, at a depth at least 3 feet below the proposed bottom of footing level. Proofrolling of the subgrade should then be achieved using a roller having a static weight of at least 5 tons. The soil and subgrade conditions at the site are anticipated to be relatively loose upon excavation. Proofrolling should continue until the subgrade is thoroughly recompacted. The excavation should extend at least 3 feet (laterally) in all directions around the proposed foundation.

Once a thoroughly compacted and dense overexcavated subgrade is achieved, structural fill should be placed in lifts not exceeding 8 inches in thickness and compacted in accordance with the requirements of Section 5.4 of this report. This should continue until the final subgrade bottom of foundation elevation is achieved.

Cobbles, boulders, and miscellaneous debris within the fill soils should be anticipated. The need to remove cobbles and boulders during excavation should be planned for by the contractors performing excavations at the site.

If perched water is present within the excavation, dewatering should be performed to maintain groundwater at least 2 feet below the subgrade level and prevent adverse affects to the strength of concrete. Additional recommendations relative to temporary construction dewatering are provided in Section 5.4.

# 5.3 Requirements for Sliding and Overturning

The unit weight of backfill should be assumed to be 115 pounds per cubic foot (pcf). Backfill gradation and compaction requirements are presented in Section 5.4 of this report. A sliding coefficient of 0.35 should be used to calculate the ultimate sliding resistance of the foundation/soil interface.

The passive resistance of the backfill soil should be ignored within the upper 4 feet due to frost action of the soil. A passive coefficient of 3.00 should be used for design below this depth.



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# September 27, 2011

## 5.4 Foundation Construction Considerations

Special attention to excavation safety will be required due to the coarse-grained nature of the soils. The excavation sidewalls will likely ravel easily. The appropriate sloping should be provided to maintain excavation stability. All OSHA and State regulations pertaining to excavation safety should be followed during construction.

The foundation subgrade should be prepared by removing all soil loosened by machine excavation to at least 3 feet below the required bearing depth of the mat. The subgrade should then be thoroughly proofrolled with a minimum 5-ton vibratory roller making at least 4 passes in 2 perpendicular directions. Any soil materials found to be soft should be removed as directed by the geotechnical engineer. The area of removal should be within the zone of influence of the foundation as defined below. Overexcavated areas of unsuitable soil should be backfilled with structural fill. The existing fill and native soils contain cobbles and boulders, and these should be anticipated when performing excavations at the site.

Soils that become disturbed due to moisture (wet weather) are unsuitable for providing the recommended bearing capacity. During excavation and prior to backfilling, the ground surface around the mat excavation should be graded to divert surface water away from the excavation. The subgrade should be protected from wet weather until concrete is placed.

If groundwater is encountered, dewatering should be performed to maintain the groundwater level a minimum 2 feet below the deepest excavation in such a manner that the subgrade soils are not disturbed. Dewatering by sump pumps should not be conducted in subgrade areas. If sump pumps are utilized, they should be placed at a distance outside the subgrade area, and the excavation for the sumps should not intersect the zone of influence of the foundation. Subgrade areas disturbed by moisture should be removed from the foundation zone of influence and replaced with compacted structural fill or clean crushed gravel. The zone of influence is defined by imaginary lines sloping downward and outward from the perimeter of the mat at a 1 horizontal to 1 vertical slope.

Backfill around and above the foundation should be clean natural non-expansive soil free of organic matter, debris and rocks or hard lumps of material in excess of 4 inches in the longest dimension having a moisture content suitable for compaction.



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Imported structural fill used to re-establish subgrade below the mat should be clean granular soil free of organic material or debris and conform to the following gradation:

Sieve Size	Percent Finer by Weight
4"	100
1/4"	30-70
No. 40	5-40
No. 200	0-10

The on-site soils are not suitable for use as structural fill without processing.

All fill should be compacted to at least 95 percent of the maximum dry density at near optimum moisture contents as determined by ASTM D1557. The lift thickness for the fill soils will vary depending on the type of compaction equipment used. Fill should generally be placed in uniform lifts not exceeding 8 inches in loose thickness. In confined areas, the loose lift thickness should be 4 inches or less and each lift should be compacted with sufficient passes of hand operated vibratory or impact compaction equipment. A geotechnical engineer with appropriate field and laboratory support should inspect all footing subgrades, approve materials for use as fill, and test fill materials for compliance with the recommended compaction. 3

The sides of the excavation should be sloped back for safety unless a sheeting or bracing system is used. OSHA and other applicable agency requirements pertaining to worker safety should be met during the excavation activities.

Care should be exercised during excavation so as not to undermine any existing structures to remain. If necessary, existing structure foundations should be underpinned. All underpinning and excavation shoring, if used, should be designed by a New York State licensed Professional Engineer.

# 6.0 RESISTIVITY TEST RESULTS

The resistivity testing was performed by setting two potential-measuring electrodes between two current carrying electrodes at various spacing for the purpose of measuring the resistance generated by the soils when passing the current through the soil. The current drop measured by the potential-measuring electrodes provides an indication of the resistance of a soil column equal in thickness to the spacing of the electrodes. The electrode spacing was equal for all spacings between the total of four electrodes during each test.



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September 27, 2011

The test is run by inducing a current through the outer current-carrying electrodes and measuring the voltage drop between the inner potential-measuring electrodes. Two test lines were performed at the locations indicated on the attached Figure 1. The test spacing indicated above was performed for each test line, indicated as RT-1 through RT-2. Site constraints prohibited performing the tests at greater spacing. The results of the resistivity testing are included on the attached forms and summarized below:

MEASURED RESISTIVITY FOR VARYING ELECTRODE SPACING (Ohm-cm)							
ELECTRODE SPACING							
TEST NO.	2 FT	4 FT	8 FT	10 FT	16 FT	20 FT	
RT-1	40,215	40,598	22,980	36,768	36,768	NA	
RT-2	15,320	26,044	69,706	51,705	NA	17,618	

NA - TEST COULD NOT BE PERFORMED DUE TO SITE CONSTRAINTS

#### 7.0 LIMITATIONS

Our professional services have been performed using that degree of care and skill ordinarily exercised under similar circumstances by reputable geotechnical engineers and geologists practicing in this or similar situations. The interpretation of the field data is based on good judgment and experience. However, no matter how qualified the geotechnical engineer or detailed the investigation, subsurface conditions cannot always be predicted beyond the points of actual sampling and testing. warranty, expressed or implied, is made as to the professional advice included in this report.

The recommendations contained in this report are for design purposes only. Contractors and others involved in this project are advised to make an independent assessment of the subsurface conditions for the purpose of estimating quantities and scheduling.

This report has been prepared for the exclusive use of Essex County for the specific application to the proposed self-support tower installation detailed in this report. In the event that any changes in the design or location of the proposed tower shelter are planned, the conclusions and recommendations contained in this report shall not be considered valid unless reviewed and verified in writing by Tectonic Engineering & Surveying Consultants P.C. It is recommended that Tectonic be retained to provide construction monitoring and inspection services to ensure proper implementation of the recommendations contained herein, which would otherwise limit our professional liability.



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September 27, 2011

We trust this report will allow you to proceed with design of the proposed foundations.

Sincerely,

TECTONIC ENGINEERING AND SURVEYING CONSULTANTS P.C.

Scott M. Doehla, P.E.

Manager of Engineering

SMD File G:\Latham\Geotechnical\5932.Essex\5932.10 Wells Hill\Report\5932.10 geo report.doc

Attachments:

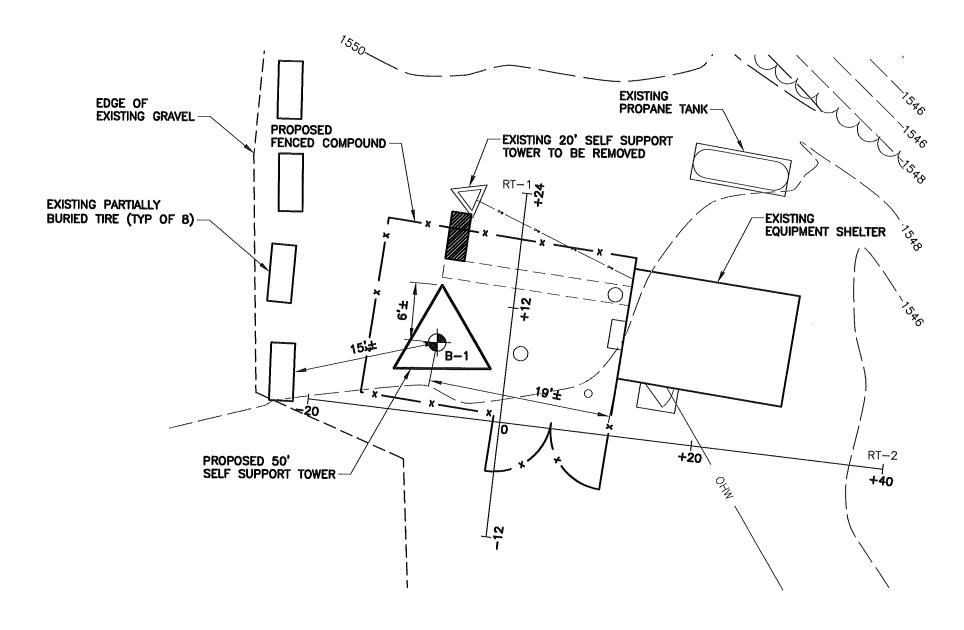
Figure 1 - Boring Location Plan

**Boring Log** 

Legend for Soil Description Resistivity Test Results

cc: Geotechnical File

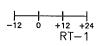




# LEGEND



APPROXIMATE BORING LOCATION



APPROXIMATE RESISTIVITY TEST LOCATION

# NOTES

- 1. BORING & RESISTIVITY TEST LOCATIONS DETERMINED ON-SITE BY MEASURING FROM EXISTING SITE FEATURES.
- 2. BORING LOCATION PLAN BASED ON DRAWING ENTITLED "SITE DETAIL PLAN", DRAWING Z-2 BY TECTONIC ENGINEERING & SURVEYING CONSULTANTS P.C., DATED 8/11/11.

ORIGINAL SIZE IN INCHES





• PLANNING • ENGINEERING

SURVEYINGCONSTRUCTION MANAGEMENT

TECTONIC Engineering & Surveying Consultants P.C. Phone: (518) 783—1630 36 British American Boulevard, Suite 101 Fax: (518) 783—1544 Latham, New York 12110 www.tectonicengineering.com

## BORING LOCATION PLAN

PROPOSED 50-FOOT SELF SUPPORT TOWER
SITE NAME: WELLS HILL
189 SEVENTY LANE, TOWN OF LEWIS
ESSEX COUNTY, NEW YORK

9/13/11 Scale 1" = 10'

5932.10

Work Order

Drawing No.

FIGURE 1 0

							PRO	OJECT N	lo. <b>5932</b>	2.10				R	OP	NIC	1A £	0 F	<b>7_1</b>			
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			CO	NOULI	AIVIO P.	υ.		CATION:	Lewi	is, NY								SH	IEET	No. 1 d	of 2	
CLIEN	VT: Es	ssex Co	unty						9 ~	DA	ATE	Т	IME	DEF	DEPTH INSPECTOR: Cory MacFee							
CONTRACTOR: TransTech Drilling Services, Inc.			nc.	DATE TIME DEPTH INSPIRATE OF THE SURF						DRILLER: John Leonhardt												
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PROJECT No. 5932.10 **BORING No. B-1 TECTONIC** ENGINEERING & SURVEYING CONSULTANTS P.C. PROJECT: · Wells Hill LOCATION: Lewis, NY SHEET No. 2 of 2 UNCONFINED COMPRESS, STRENGTH CLIENT: Essex County (TONS/FT) ELEVATION (FT.) CONTRACTOR: TransTech Drilling Services, Inc. **SAMPLES** WATER CONTENT % PLASTIC LIMIT % LIQUID LIMIT % PENETRATION RESISTANCE (BL/6 IN.) UNIFIED SOIL CLASS. LITHOLOGY" DEPTH (FT.) N OR MIN./FI DESCRIPTION RECOV. MOISTURE SAMPLE NUMBER 10 OF LENGTH (IN.) RQD (%) MATERIAL STANDARD PENETRATION (BLOWS/FT.) 0 20 30 40 50 2 Dk bwn SAND, some c-f Gravel, some Silt 3 26 6 S-9 8 М 3 27 3 28 29 1518.0 30 Dk bwn c-f SAND, little c-f Gravel, trace Silt 4 31 10 S-10 3 М (wood, organic matter) (FILL) 5 32 33 34 1513.0 35 3 Dk bwn c-f SAND, little c-f Gravel, little Silt 36 R S-11 6 W (Possible FILL) 5 37 38 39 1508.0 40 54 41 100 S-12 22 SM Dk bwn c-f SAND, some c-f Gravel, trace Silt М 46 35 42 End of Boring at 42' 43 44 45 1503.0 46 47 48 49 50 1498.0 51 52 53 54 1493.0 REMARKS: Surface elevation estimated based on drawing entitled "Site Detail Plan", sheet Z-2 by Tectonic dated 8/11/11. Depth to groundwater estimated based on sample moisture content.

#### LEGEND FOR SOIL DESCRIPTION

GRANULAR SOIL (Coarser than No. 200 Sieve)

DESCRIPTIVE TERM GRAIN SIZE

 SAND
 GRAVEL

 Coarse - c
 No. 4 Sieve to No. 10 Sieve
 3" to ¾"

 Medium - m
 No. 10 Sieve to No. 40 Sieve

 Fine - f
 No. 40 Sieve to No. 200 Sieve
 3/4" to 3/16"

COBBLES 3" TO 10"
BOULDERS 10" +

GRADATION DESIGNATIONS PROPORTIONS OF COMPONENT

Fine, f Less than 10% coarse and medium

Medium to Fine, m-f Less than 10% coarse

Medium, m Less than 10% coarse and fine

Coarse to medium, c-m Less than 10% fine

Coarse, c Less than 10% medium and fine

Coarse to fine, c-f All greater than 10%

COHESIVE SOIL (Finer than No. 200 Sieve)

**DESCRIPTION** PLASTICITY INDEX **PLASTICITY** Silt None Clayey Silt Silt & Clay 2-5 Slight 6-10 Low Clay & Silt 11-20 Medium Silty Clay 21-40 Hiah Clay Greater Than 40 Very High

**PROPORTION** 

DESCRIPTIVE TERM PERCENT SAMPLE BY WEIGHT

trace 1-10 little 10-20 some 20-35 and 35-50

The Primary component is fully capitalized

COLOR

Gy Wh - yellow Blue - blue - gray - white YΙ - light Blk black Or - orange Τn - tan Lgt Bwn - brown Rd - red Gn - dark - green

SAMPLE NOTATION

S - Split Spoon Soil Sample WOC - Weight of Casing
U - Undisturbed Soil Sample WOR - Weight of Rod
C - Core Sample WOH - Weight of Hammer

B - Bulk Soil Sample PPR - Compressive Strength Based on Pocket Pentrometer

TV - Shear Strength (tsf) Based on Torvane

#### LEGEND FOR ENGINEERING ROCK CLASSIFICATION AND CORE DESCRIPTION (1)

DESCRIPTIVE TERMINOLOGY FOR JOINT SPACING

DESCRIPTIVE TERM
Very Close
Close
Medium
Wide
Very Wide

SPACING OF JOINT
Less Than 2 ½ inches
2 ½ to 8 inches
8 to 24 inches
Very Wide
Greater than 6 feet

RELATIONSHIP OF RQD AND ROCK QUALITY

Rock Quality Description of Rock

 Designation (RQD) (2)
 Quality

 0-25%
 Very Poor

 25-50%
 Poor

 50-75%
 Fair

 75-90%
 Good

 90-100%
 Excellent

- (1) Core description system is based on a suggested system proposed in the <u>Design manual 7.1 Soil Mechanics</u>, Department of the Navy, Navy Facilities Engineering Command, (May 1982).
- (2) "Rock Quality Designation" is defined as a modified core recovery ration which considers only pieces of core that are at least 4 inches long. Obvious fractures introduced by drilling are ignored in this system.

TECTO	SOIL RESISTIVITY DATAS	SHEET	W.O. NO.: 5932.10 PAGE 1 OF 2				
CIIENT:	DEPTH OF SEEPAGE:		DATE: August 17 2	011			
Essex County	NE DEPTH TO GROUNDWATER:		Wells Hill				
Transtech Drilling Service	ces NE		LOCATION: Lewis, NY				
EQUIPMENT: Nilsson Model 400	DEPTH TO BEDROCK: NE		INSPECTOR: Cory MacFee				
	SUFACE ELEVATION: 1,548'		DATUM: See Remarks				
Location of Test:	Near proposed tower location		Occ Nemaric				
Electrode Spacing "a" (ft)	Electrode Depth (a/20)	Measured Soil Resi		Soil Resistivity (ohm-cm)			
2 FT 2	0.1	10		40,215			
4 FT4	0.2	53	3	40,598			
8 FT8	0.4	15	5	22,980			
12 FT10	0.5	16	5	36,768			
16 FT <u>16</u>	0.8	12		36,768			
Other							
Other							
Orientation of Leads:	North to South						
Topography: sloping do	wnward to southeast, upward to northwest						
1000914pii). <u>0.0piii.9</u>	will a to oddilodol, aprilate to ite ameet						
Remarks: <u>Due to res</u>	trictive features of site, tests were limited to sp	acing ment	tioned above.	1-70 A 1-70 M A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A 1 A			
	ed on drawing entitled "site detail plan" sheet Z	-2 dated 8/	11/11 by Tectonic Eng	gineering & Surveying			
Consultants PC.				100 M M M M M M M M M M M M M M M M M M			
Method of Resistivity De	etermination		$P$ =2 $\Pi$ aR (for homog	genous soils)			

CIIENT:  Essex County  CONTRACTOR:  Transtech Drilling Services  EQUIPMENT:  Nilsson Model 400  NE  SUFACE ELEVATION:  1,548'		2011
Essex County CONTRACTOR: Transtech Drilling Services EQUIPMENT: Nilsson Model 400  Location of Test:  NE DEPTH TO GROUNDWATER: NE DEPTH TO BEDROCK: NE SUFACE ELEVATION: 1,548'	Wells Hill LOCATION: Lewis, NY INSPECTOR: Cory MacFee DATUM: See Remarks  Average	
CONTRACTOR:  Transtech Drilling Services  EQUIPMENT:  Nilsson Model 400  NE  SUFACE ELEVATION:  1,548'  Location of Test:  NE  NE  NE  NE  NE  NE  NE  SUFACE ELEVATION:  1,548'	LOCATION: Lewis, NY INSPECTOR: Cory MacFee DATUM: See Remarks	
Nilsson Model 400  NE SUFACE ELEVATION: 1,548'  Location of Test:  Near proposed tower location	INSPECTOR: Cory MacFee DATUM: See Remarks  Average	
Nilsson Model 400  NE SUFACE ELEVATION: 1,548'  Location of Test:  Near proposed tower location	Cory MacFee DATUM: See Remarks Average	
Location of Test: Near proposed tower location	See Remarks  Average	
Location of Test: Near proposed tower location	Average	
Electrode Spacing Electrode Depth Measured		3
"a" (ft) (a/20) Soil Resi	istance	Soil Resistivity (ohm-cm)
2 FT 2 0.1 40	)	15,320
4 FT 4 0.2 34	1	26,044
8 FT 8 0.4 45.		69,706
12 FT 10 0.5 22.		51,705
16 FT 20 1.0 4.6		17,618
Other		
Other	,	
Orientation of Leads: East to West	····	
Topography: sloping downward to southeast, upward to northwest		
Topography. Stoping downward to southeast, apward to northwest		
Remarks: Due to restrictive features of site, tests were limited to spacing ment	tioned above.	
Elevation Estimate based on drawing entitled "site detail plan" sheet Z-2 dated 8/	11/11 by Tectonic Er	ngineering & Surveying
Consultants PC.		
Method of Resistivity Determination ☐ Nomogram ☐	] P=2Π aR (for homo	ogenous soils)
	(	9-11-11-1-1



36 British American Blvd, Suite 101 Latham, NY 12110

(518) 783-1630 FAX: (518) 783-1544 www.tectonicengineering.com

Essex County Emergency Services 702 Stowersville Road P.O. Box 30 Lewis, NY 12950

Attention: Donald Jaquish

December 20, 2011

RE: W.O. 5932.09

**GEOTECHNICAL INVESTIGATION** 

PROPOSED 32-FOOT SELF-SUPPORT TOWER

"SADDLE HILL"

25 CHRISTMAS TREE LANE

LEWIS, ESSEX COUNTY, NEW YORK

Dear Mr. Jaquish,

Tectonic Engineering & Surveying Consultants, P.C. has performed a field investigation and geotechnical engineering analyses for the above-referenced project. The purpose of the investigation was to identify the soil, bedrock and groundwater conditions in the vicinity of the proposed tower. This report presents our findings and general descriptions of the site and the investigation.

## 1.0 SITE DESCRIPTION

The project site is approximately 400 feet east of the Exit 32 off-ramp from I-87 northbound, and 850 feet south of Christmas Tree Lane, in Lewis, Essex County, New York. The site is located at the crest of a wooded hill locally identified as Saddle Hill. The general area surrounding the site consists of a wooded hill containing trees of various height with many boulders, and abundant bedrock outcrops at the surface near the crest of the hill. A former logging road enters the wooded area from Christmas Tree Lane and extends towards the south and southeast, ascending the hill towards the tower site. The logging road ends within approximately 250 feet of the hillcrest, and the remainder of the area is relatively undeveloped and wooded.

An access road was cleared by the Essex County DPW. The access road generally follows the path of the logging road until it's end, then the path of a proposed gravel access road shown on site plan drawings prepared by Tectonic. The grades along the logging road and access path currently are as steep as 2 to 1 (Horizontal to Vertical).



The proposed construction includes a new 32-foot self-support tower located near the crest of the hill. The new tower be four-legged and will support two 5-foot by 8-foot reflector panels, constructed together for a total dimension of 10 feet by 8 feet, which will extend to a total height of 39 feet above grade. The reflectors will be on the western-facing side of the tower. The foundations for the tower are anticipated to be subjected to moderate to light horizontal loading, with higher compression and uplift loading. The entire proposed tower footprint currently consists of a bedrock outcrop at the crest of the hill. The bedrock surface steps gently downward towards the southwest within the proposed tower area, with near-vertical slopes comprising the southern, western, and northern slopes of the hill.

#### 2.0 FIELD INVESTIGATION

A field investigation was performed by an engineering geologist representing Tectonic on December 5, 2011. The investigation consisted of visually identifying the bedrock at the site and making an assessment of the rock mass conditions.

The bedrock at the tower site is partially covered with moss and other low-growth vegetation, but where exposed appears to consist of anorthositic gneiss and appears relatively massive. The surface of the rock is slightly weathered and irregularly fractured, likely due to previous glacial movements through the general area. The northern and western faces of the hillside generally consist of exposed rock ledges. Fracturing of the rock ledges was generally ranged from 1 to 2 feet near the top of the hill, up to 3 to 4 feet (vertically) on the sides of the hill. The rock surface indicates slight weathering.

Based on the results of field mapping of foliations and fracture planes, the rock can generally be described as slightly to moderately weathered, slightly fractured to massive, medium to fine grained, hard anorthositic gneiss. Primary fracture planes occur parallel to foliation planes, which were mapped as dipping towards the northeast at approximately 5 degrees from horizontal. Secondary fracturing occurs perpendicular to the foliations at near sub-vertical orientation.

#### 3.0 DISCUSSION AND RECOMMENDATIONS

The proposed tower should be supported by shallow foundations bearing directly on the bedrock. The use of a large mat is also acceptable, but is likely not necessary. The following subsections provide soil properties that can be utilized to evaluate the allowable bearing, uplift and lateral capacity of the foundations.

#### 3.1 Bearing Pressure

The foundations at the base of the tower should consist of individual footings bearing directly on anorthositic gneiss bedrock. Based on the observed rock hardness and degree of weathering and fracturing, the foundation should be



assumed to have an <u>allowable</u> bearing capacity of 8 tons per square foot (tsf) when analyzing the tower in accordance with TIA-222-F. Sliding at the base of the tower due to lateral loads should be evaluated using a frictional coefficient of 0.6 between the foundation concrete and bedrock. Passive earth pressure should be ignored to a depth of 5 feet below grade due to frost considerations. A passive earth pressure coefficient of 3.54 can be used below a depth of 5 feet.

Resistance to overturning loads will be provided by any backfill placed over the foundations, or by anchorages. Fill placed over the foundations should be assumed to have a unit weight of 110 pounds per cubic foot (pcf). Recommendations for the design of anchorages for the foundations are provided in Section 4.2.

## 3.2 Anchorages

Rock anchor materials and installation procedures should conform to the recommendations of the Post-Tensioning Institute as contained in the publication "Recommendations for Prestressed Rock and Soil Anchors" (Post Tensioning Institute, 1717 W. Northern Avenue, Suite 114, Phoenix, Arizona 85021) except as modified in this report. Rock anchors should consist of minimum Grade 150 prestressing steel thread bars conforming to ASTM A722. Rock anchors should have a minimum 10 feet long free stressing length. The free stressing length of the anchor should be greased and encased in a plastic sheath to prohibit bonding of the bar and rock during grouting.

The bond length, diameter, and capacity of the rock anchors should be determined in accordance with the following criteria:

Anchor Bond <u>Length</u> (D)(feet)	Minimum Anchor Diameter (inches)	Minimum Drill Hole Diameter (inches)	Allowable Anchor Capacity(kips)
3	1	4	45
5	1-1/4 1-3/8	4	75 105
1	1-3/0	4	105

The rock anchors should be installed in a drilled hole, having a minimum diameter of 4 inches. Anchor holes should be drilled 1-foot longer than the total anchor length (free stressing length plus anchor bond length). Centralizers should be provided to ensure a minimum ½ inch grout cover around the anchor.



The water tightness of the fractured rock should be determined by in-situ testing at each anchor hole location prior to installation. This testing is required to control loss of grout which could affect corrosion protection and bonding of the anchor. Constant head permeability testing should be employed. Testing should consist of maintaining a water pressure of 5 psi (11.5 feet head) in the holes for a minimum of 10 minutes. Pre-grouting should be employed to waterproof holes prior to anchor installation if the rate of water loss exceeds 0.5 gallons per minute. The grout should be allowed to set for a minimum of 24 hours prior to redrilling the holes and retesting. The process should be repeated until the rate of water loss is less than 0.5 gallons per minute.

On acceptance of the hole, the anchor assembly should be installed in the drilled hole and grouted for the full length with neat cement grout. The grout should be a non-shrink grout with a minimum 28-day compressive strength of 6,000 psi.

All rock anchors should be proof tested to 120 percent of the design load under the observation of the geotechnical engineer. The proof testing should be performed by means of a hydraulic jack capable of tensioning the anchor under the observation of the geotechnical engineer. The proof load should be held for a minimum period of 5 minutes. If the bolt shows no sign of yielding during the 5-minute hold period, the anchor should be locked off at the design load with a stop type coupling against a bearing plate bearing on the lean concrete leveling pad or the bedrock surface. Load transfer to the foundation(s) should be made using a coupled length of anchor with plates embedded in the foundation(s).

Where multiple anchors are to be used, the spacing of rock anchors should not be less than ½ D where D is the bonded length of anchor. Should site restrictions or design require anchor spacing less than ½ D, the specific anchor layout should be analyzed to determine the group capacity.

#### 3.3 Construction Considerations

The tower foundation subgrade should be prepared by excavating to the bearing depth using hydraulic excavation or rock chipping equipment or controlled blasting (if permitted), and using compressed air, brooms and/or hand shovels to remove all soil and broken rock materials loosened by excavation. The subgrade should then be inspected by the geotechnical engineer to observe and document that the materials are consistent with those described in this report (anorthositic gneiss bedrock). Any unsuitable materials (soil, or rock other than that recommended for bearing) should be removed as directed by the geotechnical engineer. The area of removal should be within the zone of influence of the foundation, which is defined by imaginary lines sloping downward and outward from the bottom edge of the foundation at a 1 to 1 (Horizontal to Vertical) slope.



Competent bedrock encountered above the subgrade elevation should be removed to create a level bearing surface. Contractors involved in the excavation for the foundation should anticipate the need for rock removal. Over-excavated or uneven areas within the subgrade should be filled with lean concrete having a minimum 28-day compressive strength of 2,000 pounds per square inch (psi). Lean concrete should not be used to fill a consistently sloping bedrock surface due to the shear forces which could develop along the concrete-bedrock interface.

The bedrock surface is variable across the foundation area. The bedrock surface should be leveled to allow foundation construction on a surface sloping no steeper than 5 to 1 (Horizontal to Vertical). Vertical steps in the foundation are permitted provided that all of the following conditions are met: the step is entirely in sound bedrock; the step is no more than 12 inches in height; and that the construction of the steps does not result in a slope steeper than 4 to 1 (horizontal to vertical) when measured from the top of the adjacent steps.

Static groundwater is not anticipated during construction. However, perched water seepage requiring dewatering may be encountered during foundation excavation depending upon the season and rainfall conditions at the time of construction. Surface water runoff around the excavation should be intercepted outside of the subgrade area.

Backfill around the foundations should be clean, natural, non-expansive soil free of organic matter, debris and rocks or hard lumps of material in excess of 4 inches in the longest dimension. Backfill should be placed at a moisture content suitable for relatively dense compaction.

All fill should be compacted to at least 95 percent of the maximum dry density at near optimum moisture contents as determined by ASTM D1557, and to a minimum density of 115 pcf. The lift thickness for the fill soils will vary depending on the type of compaction equipment used. Fill should generally be placed in uniform lifts not exceeding 8 inches in loose lift thickness. In confined areas, the loose lift thickness should be 4 inches or less and each lift should be compacted with sufficient passes of hand operated vibratory or impact compaction equipment. A geotechnical engineer with appropriate field and laboratory support should inspect all footing subgrades, approve materials for use as fill, and test backfill materials for compliance with the recommended compaction.

The sides of the excavation should be sloped back for safety unless a sheeting or bracing system is used. The sheeting and shoring system shall be designed by a New York State licensed Professional Engineer. OSHA and other applicable agency requirements pertaining to worker safety should be met during the excavation activities.



## 4.0 LIMITATIONS

Our professional services have been performed using that degree of care and skill ordinarily exercised under similar circumstances by reputable geotechnical engineers and geologists practicing in this or similar situations. The interpretation of the field data is based on good judgment and experience. However, no matter how qualified the geotechnical engineer or detailed the investigation, subsurface conditions cannot always be predicted beyond the points of actual sampling and testing. No other warranty, expressed or implied, is made as to the professional advice included in this report.

The recommendations provided within this report are for design purposes only. Contractors and others involved in the construction of this project are recommended to make an independent assessment of the soil, bedrock, and groundwater conditions for the purposes of establishing quantities, schedules, costs, and construction techniques.

This report has been prepared for the exclusive use of Essex County Emergency Services for the specific application to the proposed reflector tower installation detailed in this report. In the event that any changes in the design or location of the proposed structures are planned, the conclusions and recommendations contained in this report shall not be considered valid unless reviewed and verified in writing by Tectonic Engineering & Surveying Consultants P.C. It is recommended that Tectonic be retained to provide construction monitoring and inspection services to ensure proper implementation of the recommendations contained herein, which would otherwise limit our professional liability.

We trust this report will allow you to proceed with design of the proposed foundations.

Sincerely,

TECTONIC ENGINEERING AND S

Z

SONSULTANTS P.C.

Scott M. Doehla, P.E.

Manager of Engineering

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# **Attachment G – Microwave Radio Path Vegetation Trimming**

Provided electronically as Attachment G of this RFP is *Microwave Radio Path Vegetation Trimming*.pdf

# **Attachment G – Microwave Radio Path Vegetation Trimming**

PROPOSERS shall provide a fixed-price cost proposal to trim, clear, and dispose of deciduous, conifer, and other vegetation for the microwave radio paths.

This attachment provides narrative and graphical illustration of the work scope. **PROPOSERS** should reference Attachment D – Zoning Drawings in conjunction with this attachment.

## G.1 - Mount Defiance

The selected PROPOSER shall trim, clear, and dispose of vegetation as required to create line-of-sight conditions for the following microwave radio antenna paths:

- Mount Defiance to Angier Hill
- Mount Defiance to Grandpas Knob

See Figures G.1 and G.2 on the following pages for path overviews.

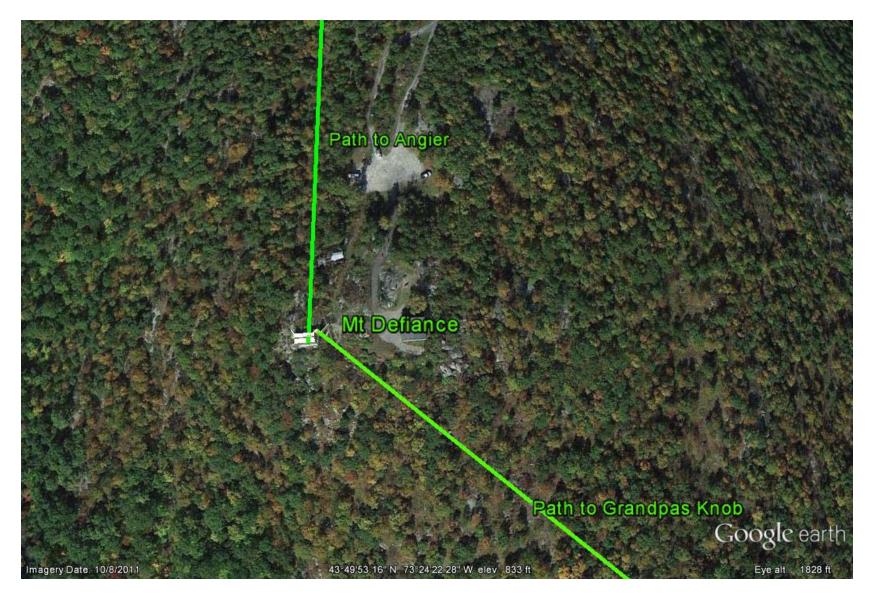


Figure G.1 – Path Overview (A)



Figure G.2 – Path Overview (B)

# G.1.1 – Mount Defiance to Grandpas Knob Path

The proposed 6-foot microwave radio antenna will be installed on a tower section secured to the North face of the existing equipment building parapet nearest to the Northeast corner.

Beginning at the centerline of the proposed 6-foot microwave radio antenna, the selected PROPOSER shall clear a path so that no vegetation extends above a 20-foot wide plane located at an elevation of 853-feet above mean sea level (AMSL). The clearing shall extend a distance of 250-feet at an azimuth of 128.3-degrees True North (geodetic north) from the antenna. See Figure G.3.



Figure G.3 – Mount Defiance to Grandpas Knob (as seen from behind the dish antenna)

# G.1.2 - Mount Defiance to Angier Hill Path

The proposed 6-foot microwave radio antenna will be installed on a wall mount secured closest to the East end of the existing equipment building parapet's North face.

The selected PROPOSER shall clear a path so that no vegetation extends above a 20-foot wide plane located at an elevation of 845-feet AMSL. The clearing shall extend a distance of 250-feet at an azimuth of 359.7-degrees True North from the antenna. See Figure G.4.

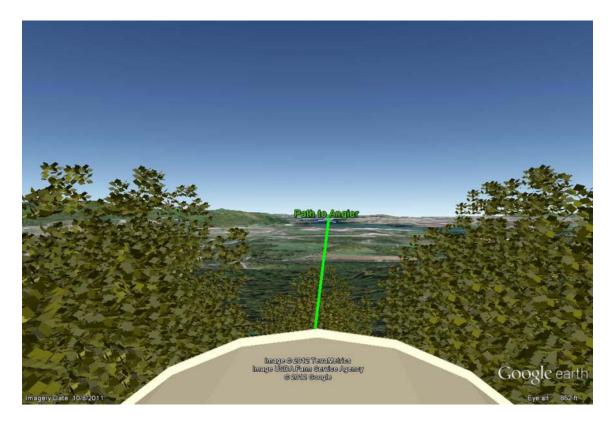


Figure G.4 – Mount Defiance to Angier Hill (as seen from just above the dish antenna)

# G.1.3 – Mount Defiance Microwave Radio Antennas

Figure G.5 illustrates the microwave radio antenna mounting locations along with the projected paths.



Figure G.5 – Mount Defiance Microwave Radio Antenna Mounting

# Attachment H - Electrical Engineering Design Services RFP

Provided electronically as Attachment H of this RFP is *Electrical Engineering RFP*.pdf. Red underlined and strikethrough text identifies RFP contents revised via an addendum and post-contract award scope clarifications.

#### NOTES -

- The Electrical Engineering Design Services RFP is contained as attachment herein to provide PROPOSERS with information on the electrical design requirements for the sites.
- The County recommends that PROPOSERS familiarize themselves with the scope of work <u>prior</u> to conducting the pre-proposal site visits in the event PROPOSERS intend to submit proposals for installing the electrical systems.



# Essex County, New York Request for Proposals For

Public Safety Radio Communications System
Electrical Engineering Design Services

March 6, 2012

Essex County Purchasing Department
Linda Wolf, Purchasing Agent
7551 Court Street
Elizabethtown, NY 12932
518-873-3332
lwolf@co.essex.ny.us

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## 1. General

Essex County, New York (County) is soliciting, through this Request for Proposals (RFP), qualified professionals (PROPOSER) to supply electrical engineering design services for the proposed Essex County Public Safety Radio Communication System. The County intends to have other parties implement the specified designs and perform independent verification and validation (IV&V).

The County will enter negotiations to contract with an electrical engineer (ENGINEER) whose proposal, in the judgment of the County best serves the County's needs considering the following factors:

- Experience of the ENGINEER and proposed team
- Technical feasibility of the proposal
- Cost to the County
- Performance guarantees
- ENGINEER's environmental regulation compliance plan
- Financial viability of the ENGINEER
- Project work scheduling

Trade secrets or proprietary information submitted by a PROPOSER in connection with a procurement transaction shall not be subject to public disclosure under the New York State Freedom of Information Act. However, the PROPOSER must invoke the protection of this section prior to or upon submission of the proposal response information. The PROPOSER must also identify the specific content or other materials requiring protection and state the reasons why protection is necessary. Disposition of material after award(s) is/are made should be stated by the PROPOSER.

It is the County's intent to utilize the services of the PROPOSER selected for the electrical engineering design services as described herein.

# 1.1 Submission of Proposals

Proposal submissions must be received no later than 2:00 p.m. on April 11, 2012 and shall be submitted to:

Linda M. Wolf Purchasing Agent Essex County Government Center Elizabethtown, New York 12932

Three copies of each proposal must be received in a sealed package with the designation "SEALED PROPOSAL – Radio Project" conspicuously marked on the outer envelope. All proposals will be opened and logged in on the above stated date and time. All proposals submitted will be a matter of public record.

# 1.2 Proposal Format

All proposals must be submitted according to the following requirements and the requirements defined in Attachment F – County Terms and Conditions and include the following:

- A. Executive Summary include proposal structure, pricing summary, assumptions and constraints, potential project risks, and any other pertinent information
- B. Point-by-point compliance:
  - 1. PROPOSER shall demonstrate compliance with the requirements herein by completing the matrix provided in Attachment E *RFP Compliance Matrix*.
  - 2. The <u>fully completed</u> compliance matrix must be included in the proposal response.
  - 3. VENDORS shall mark an "X" in the appropriate column for each line of matrix. VENDORS are not required to address rows of the matrix that are marked with "N/A," as these rows do not require a statement of compliance. Compliance statements are limited to the following three choices:
    - a. COMPLY The proposal meets or exceeds the specified requirement.

- b. COMPLY WITH CLARIFICATION The proposal does not meet the exact stated requirement; however, meets a substantial portion of or meets the intent of the requirement. PROPOSER must provide a detailed explanation in the "Questions/Comments" column when using this statement.
- c. EXCEPTION The proposal does not meet the specified requirements. PROPOSER must provide a detailed explanation when using this statement.
- C. Experience and qualifications of the PROPOSER with similar projects including the following information describing the:
  - 1. Descriptions of the PROPOSER's qualifications
  - 2. Resumes of key personnel
  - 3. Examples of completed electrical engineering drawing packages similar to those required herein
  - 4. A list of five projects of similar type, size, and complexity, including:
    - a. Name of the project
    - b. Location
    - c. Contact person(s)
    - d. Contact telephone number(s)
    - e. Contact e-mail address(es)
- D. Description of the design services and products to be provided as described in this RFP:
  - 1. Existing documentation review
  - 2. Existing utilities investigation
  - 3. Site visits
  - 4. Electrical design drawings

- a. Plot (site) plans
- b. Floor plans
- c. Alarm circuit diagrams
- d. Circuit (electrical) diagrams
- e. Grounding system diagrams
- 5. Build-to drawings
- 6. Bill of materials (BOM)
- 7. Estimated labor, materials, and equipment costs
- E. Preliminary project schedule expedited schedule is critical (60-day completion required) The ENGINEER's proposed schedule should consist of a 60 calendar day duration unless providing justification that an extended schedule is needed. The ENGINEER should plan to apply multiple resources to the project and work tasks in parallel to accomplish the scope of work within this timeframe (expedited schedule is critical).
- F. Preliminary resource (personnel) work plan
- G. Technical, quality, and schedule performance guarantees
- H. Total proposal cost and detailed pricing breakdown PROPOSER shall provide total fixed-price proposal cost and itemized pricing

Essex County will not be liable for any costs incurred by firms associated with the development or delivery of proposals in response to this RFP. PROPOSERS should direct any questions concerning this RFP to Linda Wolf, Purchasing Agent at (518) 873-3330.

For additional details regarding proposal submission, reference Attachment F – County Terms and Conditions.

#### 1.3 Term of Contract

The contract term will cover the time from the execution of the contract for one year. The contract will include an option exercisable by the County for two subsequent years.

The contract extension option is included so that the ENGINEER may be retained by the County to provide support to the party implementing the ENGINEER's design and to accommodate potential additional electrical engineering design work.

The County reserves the right to terminate the agreement at any time through the initial term (or thereafter) with appropriate notice to the PROPOSER.

For additional contract terms and conditions, reference Attachment F – County Terms and Conditions.

# 1.4 Proposal Evaluation

During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from PROPOSERS, or to allow corrections of errors or omissions.

For additional information on proposal evaluation, reference Attachment F – County Terms and Conditions,.

# 1.5 Alternate Proposal

PROPOSERS are permitted to submit alternate proposals. Such an alternate proposal can consist of any submittal that the PROPOSER feels will meet the needs of the County. The County will not consider a submittal that does not substantially meet the intent of the requirements set forth in the RFP scope of work. To the extent the proposal deviates from the scope of work set forth in the RFP, the PROPOSER should identify and explain the economic, technical, or environmental benefit to the County of such deviations. Furthermore, proposals should explain the ability of each proposal to satisfy the County's requirements. The County reserves the right to reject all proposals, including the alternative proposals.

# 1.6 Proposal Clarifications and Revisions

#### 1.6.1 Clarifications

In the event that requirements are stated in more than one section of this RFP and appear to conflict, the more stringent requirement shall apply. For additional information regarding proposal clarifications and revisions, reference  $Attachment\ F-County\ Terms$  and Conditions.

#### 1.6.2 Revisions

Since the design of the public safety radio system is still undergoing changes, the possibility exists that some requirements contained herein may be subject to change during the time in which this RFP is released and responses are received and evaluated. Should changes occur that significantly impact the scope of work, the County shall issue an addendum to allow PROPOSERS the opportunity to revise their submittals.

# 1.7 Modification and Withdrawal of Proposals

For additional information regarding modification and withdrawal of proposals, reference Attachment F – *County Terms and Conditions* 

# 2. Scope of Work

The ENGINEER shall be responsible for performing the scope of work defined in Section 2.3 for the sites in the following list at which the County proposes to install radio communications facilities and equipment:

- A. Angier Hill
- B. Belfry Mountain
- C. Blue Mountain
- D. Grandpas Knob
- E. Lewis Public Safety Building (PSB)
- F. Mount Pisgah
- G. Terry Mountain
- H. Wells Hill

#### 2.1 Overview

- A. The ENGINEER shall review existing documentation provided by the County including preliminary zoning drawings, geotechnical analysis reports, equipment electrical load requirements, etc. The County shall provide the ENGINEER this documentation within five business days of contract award.
- B. The ENGINEER shall investigate existing utility records to identify the demarcation point of the electrical power service, buried utilities and other impediments, and any other information required to accomplish the scope of work defined herein. The ENGINEER shall use One Call services (or comparable) to verify the existence of buried utilities, other impediments, etc.
- C. The ENGINEER shall visit each site listed above and perform a site survey to gather all of the data necessary to deliver the design services and products described in this RFP. See Section 2.2 for additional information on site surveys.

- 1. The ENGINEER shall provide the County with a list of required studies such as Environmental Protection Agency (EPA), geotechnical, or hazardous material identified during the site surveys.
- D. The ENGINEER shall prepare electrical design drawings consisting of plot (site) plans, floor plans, alarm circuit wiring diagrams, circuit (electrical) diagrams, grounding system diagrams, build-to drawings, and any other documentation to accomplish the scope of work defined in this RFP.
  - 1. An engineer licensed by the State of New York shall be employed by the ENGINEER to prepare the required drawings.
  - 2. Following County review and approval of all drawings, the ENGINEER shall have the drawings certified and sealed by a professional engineer (PE) licensed in the State of New York.
  - 3. See Section 3 *Deliverable Requirements*, for additional information on project drawings.
- E. The ENGINEER shall investigate existing internal and external grounding systems for compliance with local, state, and national electrical codes and identify any improvements required to bring the systems into compliance with these codes and standards. See Section 3.2 for additional information regarding this requirement.
- F. The ENGINEER shall prepare a comprehensive BOM in a hierarchical tabular format including the physical materials, assemblies, subassemblies, and any other elements required to manufacture and install the electrical components and systems defined in the design documents, electrical design drawings, and any other deliverables provided by the ENGINEER.
- G. The ENGINEER shall provide the County with the estimated costs of the labor, materials, and equipment required to manufacture and install the electrical components and systems defined in the design documents, electrical drawings, and any other deliverables provided by the ENGINEER.

#### 2.2 Site Surveys

- A. The ENGINEER shall be responsible for coordinating, scheduling, and conducting site surveys for the sites listed in Section 2 (specific locations are provided in Attachment A).
- B. The ENGINEER shall be responsible for all costs associated with coordinating, scheduling, and conducting the site surveys including time and travel expenses.
- C. The County shall provide the ENGINEER with one or more points-of-contact (POC) for each of the sites with whom the ENGINEER shall be responsible for contacting to coordinate and schedule the surveys.
- D. The County shall escort and provide access for the ENGINEER to survey the following sites:
  - 1. Belfry Mountain
  - 2. Lewis PSB
  - 3. Terry Mountain
  - 4. Wells Hill
- E. The ENGINEER shall be escorted and provided access to the following sites by the designated POCs:
  - 1. Angier Hill
  - 2. Blue Mountain
  - 3. Grandpas Knob
  - 4. Mount Pisgah
- F. The ENGINEER shall plan, coordinate, and conduct the site surveys with minimal interruptions of service to existing systems. If service interruptions are anticipated, the ENGINEER shall pre-coordinate with the County's designated POC to ensure all necessary parties are notified.

## 2.3 Scope of Work by Site

A detailed definition of the design services and products to be provided by the ENGINEER, per site, is outlined in this section. All services and products outlined shall be compliant with the detailed requirements described throughout this RFP.

#### References

Reference the following attachments included with this RFP for additional information on the sites covered in this scope of work:

- Attachment A Site Locations
- Attachment B Site Map
- Attachment C Preliminary Zoning Drawings
- Attachment D High-Level Site Summaries

### 2.3.1 Angier Hill

- A. Review existing documentation provided by the County.
- B. Conduct a site survey to gather all of the data necessary to accomplish the tasks defined below:
  - 1. Investigate the capability and capacity of existing generator protected distribution panel(s) to support the following circuit additions. If the existing distribution panel(s) will not support the circuit additions, specify the additional equipment that is needed (reference Attachment D *High-Level Site Summaries*).
    - a. One 20 ampere, 240 VAC circuit in a 4" square junction box (NEMA Type 1), above the space dedicated to "UPS."
    - b. Two 30–20 ampere, 240 VAC circuits, each terminated with a NEMA L14-30R 20R receptacle, located above the rack indicating "Rectifier & Batteries."
    - c. Two 20 ampere, 120 VAC dedicated simplex outlets (NEMA 5-20) above the rack indicating "Paging."

- d. One 20 ampere, 120 VAC duplex outlet within 6-feet of the cable entry port.
- 2. Identify the presence, model number, and specifications of existing transient voltage surge suppression (TVSS) devices that protect the main service entrance, external branch circuits or feeders, and generator AC power connections. Develop and provide to the County in written report form, a gap analysis that describes what is needed (e.g., additional TVSS, etc.) to provide proper surge protection in accordance with local, state, and national electrical codes.
- Investigate existing internal and external grounding systems for compliance with local, state, and national electrical codes and identify any improvements required to bring the systems into compliance with these codes.
- 4. Investigate whether the existing facilities and equipment are capable of providing the alarm points listed in Table 1 using normally closed (NC) dry contact sensors to a new 66 block and identify the demarcation points.

**Table 1 – Angier Hill Alarm Points** 

Alarm Points	66 Block Connection	
Smoke detectors		
Radio area photoelectric	2,27	
Radio area ionizing	3,28	
Door intrusion switches		
Radio room	4,29	
Generator room	5,30	
Temperature sensors		
Radio area >90°F	6,31	
Radio area <40°F	7,32	
Generator area >90°F	8,33	
Generator area <40°F	9,34	
HVAC operating status		
Primary	10,35	
Secondary	11,36	
Commercial power failure relay	12,37	
Generator alarms		
Low oil pressure	13,38	
High coolant temperature	14,39	

Alarm Points	66 Block Connection	
Engine oil temperature	15,40	
Low fuel	16,41	
Generator run	17,42	
Generator fail	18,43	
Over speed	19,44	
Over voltage	20,45	
Under voltage	21,46	
Over crank	22,47	
Low battery voltage	23,48	
Transfer switch indication	24,49	
Unused	25,50	

- C. Prepare electrical design drawings, build-to drawings, and any other documentation required to implement the identified circuit additions and the ENGINEER's recommended solutions for the items reviewed and surveyed in items A and B listed above.
- D. Prepare electrical design drawings, alarm circuit diagrams, and any other documentation for bridging to existing suitable alarm points and/or for adding new alarm points as required to NC dry contact sensors to a new 66 block added within five feet of the land mobile radio (LMR) rack.
- E. Prepare a comprehensive BOM in a hierarchical tabular format including the physical materials (including new 66 block(s)), assemblies, subassemblies, and any other elements required to manufacture and install the electrical components and systems defined in the recommended solutions.
- F. Provide a cost estimate of the labor, materials, and equipment required to implement the recommended solutions. The cost estimate shall include all costs and work to be provided by commercial utility provider(s) and private contractor(s).

## 2.3.2 Belfry Mountain

NOTE – An electrical load study is being performed for the Belfry Mountain site. As such, it is currently unknown whether the electrical utilities will be 120/240 Volts Alternating Current (VAC), 200 Amp (A) single-phase or 120/208 VAC, 200A, three-phase.

- A. Review existing documentation provided by the County.
- B. Conduct a site survey to gather all of the data necessary to prepare the deliverables identified below<sup>1</sup>:
  - Identify the demarcation point of the electrical power service, existing buried utilities, and other impediments. The ENGINEER shall use One Call services (or comparable) to verify the existence of buried utilities, other impediments, etc. No digging shall be performed.
- C. Prepare electrical design drawings, build-to drawings and any other documentation required to implement underground 120/240 VAC 200A OR 120/208 VAC, 200A electrical service from the demarcation point to the new County shelter (per the location identified in the preliminary zoning drawing).
- Prepare electrical design drawings, build-to drawings, and any other documentation required to implement one buried conduit for low-voltage signaling and control circuits between the generator and the County's new shelter (per the locations identified in the preliminary zoning drawing). The ENGINEER shall determine the appropriate size of the conduits based on electrical load requirements and local, state, and national electrical codes.
- Prepare electrical design drawings, build-to drawings, and any other documentation required to implement one buried conduit for a 120VAC, 20A circuit from the County's new shelter to the generator (per the locations identified in the preliminary zoning drawing) for powering the battery charger and block heater. The ENGINEER shall determine the appropriate size of the conduits based on electrical load requirements and local, state, and national electrical codes.
- Prepare electrical design drawings, build-to drawings, and any other documentation required to implement one buried conduit for low-voltage signaling and control circuits between the fuel tank and the County's new shelter (per the locations identified in the preliminary zoning drawing). The ENGINEER shall determine the appropriate size of the conduits based on electrical load requirements and local, state, and national electrical codes.

<sup>&</sup>lt;sup>1</sup> As cited in Section 1.6.2, the design of the public safety radio system is still undergoing changes. The requirements for Belfry Mountain are subject to change.

- F.G. Prepare a comprehensive BOM in a hierarchical tabular format including the physical materials, assemblies, subassemblies, and any other elements required to implement the recommended solutions.
  - H. Provide a cost estimate of the labor, materials, and equipment required to implement the recommended solutions. The cost estimate shall include all costs and work to be provided by commercial utility provider(s) and private contractor(s).
  - I. Design the equipment shelter exterior perimeter ground system in accordance with the forthcoming geotechnical report for this site and meeting or exceeding the guidelines recommended in the Motorola's R56 Standards and Guidelines for Communication Sites (latest revision).

#### **2.3.2**2.3.3 Blue Mountain

The County currently has no equipment installed at Blue Mountain. To accommodate the new public safety radio system, the County will locate the Low--band radio paging equipment in existing Shelter #1 (old collocation space) and the microwave radio equipment in existing Shelter #2 (new collocation space). The County will monitor the site conditions in both shelters using NC dry contact sensors (reference Attachment D – High-Level Site Summaries).

As a result, the scope of work defined in Sections 2.3.3.1 and 2.3.3.2 calls for the ENGINEER to investigate whether the facilities are capable of supporting the identified existing and new alarm points in both shelters and whether the existing conduits are capable of supporting the alarm circuit interconnections.

## 2.3.2.12.3.3.1 – Blue Mountain Shelter #2 New Collocation Space

- A. Review existing documentation provided by the County.
- B. Conduct a site survey to gather all of the data necessary to accomplish the tasks defined below:
  - 1. Investigate the capability and capacity of existing generator protected distribution panel(s) to support the following circuit additions. If the existing distribution panel(s) will not support the circuit additions, specify the additional equipment that is needed (reference Attachment D *High-Level Site Summaries*).

- a. Two 30 ampere, 240 VAC circuits, each terminated with a NEMA L14-30R receptacle, located above the rack indicating "Microwave, Router, Rectifier & Batteries."
- a.b. One 20 ampere, 120 VAC duplex outlet within 6-feet of the cable entry port.
- 2. Identify the presence, model number, and specifications of existing TVSS devices that protect the main service entrance, external branch circuits or feeders, and generator AC power connections. Develop and provide to the County in written report form, a gap analysis that describes what is needed (e.g., additional TVSS, etc.) to provide proper surge protection in accordance with local, state, and national electrical codes.
- 3. Investigate existing internal and external grounding systems for compliance with local, state, and national electrical codes and identify any improvements required to bring the systems into compliance with these codes. Since this is a collocation site, the scope of the investigation and recommendations shall be limited to facilities and equipment serving the County only.
- 4. Determine how to implement the *new alarm points* listed in Table 2 using NC dry contact sensors to a new 66 block installed in Shelter #1 (old collocation space) and identify the demarcation points (reference Section 2.3.3.2).

Table 2 - Blue Mountain New Alarm Points

Alarm Points		
Smoke detectors		
Radio area photoelectric		
Radio area ionizing		
Door intrusion switches		
Radio room		
Generator room		
Temperature sensors		
Radio area >90°F		
Radio area <40°F		

NOTE – The alarm points identified in Table 2 shall be connected in series configuration with the corresponding (like-kind) alarm points located in

Shelter #1 (old collocation space) and connected to a new 66 block located in the old collocation space.

5. Investigate the existing 66 block located in Shelter #2 (new collocation space) to determine how to implement and bridge the existing alarm points listed in Table 3 using NC dry contact sensors to a new 66 block installed in Shelter #1 (old collocation space) and identify the demarcation points.

**Table 3 – Blue Mountain Existing Alarm Points** 

Alarm Points	66 Block Connection	
Door intrusion switches		
Generator room	15,40	
HVAC operating status		
Commercial power failure relay	1,26	
Generator alarms		
Low fuel	5,30	
Generator run	3, 28	
Generator fail	4, 29	
Transfer switch indication	2,27	

NOTE – The alarm points identified in Table 3 shall be connected to the new 66 block located in the old collocation space.

- 6. Investigate the availability, suitability, and capacity of existing conduit(s) installed between Shelter #1 (old collocation space) and Shelter #2 (new collocation space) to support the low-voltage alarm circuit wiring identified in Tables 2 and 3. If the existing conduit(s) will not support the circuit additions, specify the additional equipment required.
- C. Prepare electrical design drawings, alarm circuit diagrams, build-to drawings, and any other documentation required to implement the identified circuit additions and the ENGINEER'S recommended solutions for the items reviewed and surveyed in items A and B listed above.
- D. Prepare a comprehensive BOM in a hierarchical tabular format including the physical materials, assemblies, subassemblies, and any other elements required to manufacture and install the electrical components and systems defined in the recommended solutions.

E. Provide a cost estimate of the labor, materials, and equipment required to implement the recommended solutions. The cost estimate shall include all costs and work to be provided by commercial utility provider(s) and private contractor(s).

#### 2.3.2.22.3.3.2 Blue Mountain – Shelter #1 Old Collocation Space

- A. Review existing documentation provided by the County.
- B. Conduct a site survey to gather all of the data necessary to accomplish the tasks defined below:
  - Investigate the capability and capacity of existing generator protected distribution panel(s) to support the following circuit additions. If the existing distribution panel(s) will not support the circuit additions, specify the additional equipment that is needed (reference Attachment D – High-Level Site Summaries).
    - a. Three 20 ampere, 120 VAC dedicated simplex outlets (NEMA 5-20) above the rack indicating "Essex County Paging & NYSP Microwave."
  - 2. Identify the presence, model number, and specifications of existing TVSS devices that protect the main service entrance, external branch circuits or feeders, and generator AC power connections. Develop and provide to the County in written report form, a gap analysis that describes what is needed (e.g., additional TVSS, etc.) to provide proper surge protection in accordance with local, state, and national electrical codes.
  - 3. Investigate existing internal and external grounding systems for compliance with local, state, and national electrical codes and identify any improvements required to bring the systems into compliance with these codes. Since this is a collocation site, the scope of the investigation and recommendations shall be limited to facilities and equipment serving the County only.
  - 4. Determine how to implement the *new alarm points* listed in Table 4 using NC dry contact sensors to a new 66 block installed in Shelter #1 (old collocation space) and identify the demarcation points.

Table 4 - Blue Mountain Alarm Points

Alarm Points	66 Block Connection	
Smoke detectors		
Radio area photoelectric	2,27	
Radio area ionizing	3,28	
Door intrusion switches		
Radio rooms	4,29	
Generator room	5,30	
Temperature sensors		
Radio area >90°F	6,31	
Radio area <40°F	7,32	
HVAC operating status		
Primary	10,35	
Secondary	11,36	
Generator alarms		
Low fuel	16,41	
Generator run	17,24	
Generator fail	18,43	
Transfer switch indication	24,49	

NOTE – The alarm points identified in Table 4 shall be connected in series configuration with the corresponding (like-kind) alarm points identified in Table 2 (Section 2.3.3.1) connected to the new 66 block located in Shelter #1 (old collocation space).

- C. Prepare electrical design drawings, build-to drawings, and any other documentation required to implement the identified circuit additions and the ENGINEER'S recommended solutions for the items reviewed and surveyed in items A and B listed above.
- D. Prepare electrical design drawings, alarm circuit diagrams, and any other documentation for bridging to existing suitable alarm points and/or for adding new alarm points as required to provide NC dry contact sensors to a new 66 block added within 5 feet of the "Essex County Paging & NYSP Microwave" rack.
- E. Prepare a comprehensive BOM in a hierarchical tabular format including the physical materials (including new 66 block(s)), assemblies, subassemblies, and any other elements required to manufacture and install the electrical components and systems defined in the recommended solutions.

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F. Provide a cost estimate of the labor, materials, and equipment required to implement the recommended solutions. The cost estimate shall include all costs and work to be provided by commercial utility provider(s) and private contractor(s).

## 2.3.32.3.4 **Grandpas Knob**

- A. Review existing documentation provided by the County.
- B. Conduct a site survey to gather all of the data necessary to accomplish the tasks defined below:
  - 1. Investigate the ability and capacity of existing generator protected distribution panel(s) to support the following circuit additions. If the existing distribution panel(s) will not support the circuit additions, specify the additional equipment that is needed (reference Attachment D *High-Level Site Summaries*).
    - a. Two 30 ampere, 240 VAC (or 208 VAC according to availability), each terminated with a NEMA L14-30R receptacle, located above the rack indicating "Rect./Battery."
    - a.b. One 20 ampere, 120 VAC duplex outlet within 6-feet of the cable entry port.
  - Identify the presence, model number, and specifications of existing TVSS devices that protect the main service entrance, external branch circuits or feeders, and generator AC power connections. Develop a gap analysis that describes what is needed (e.g., additional TVSS, etc.) to provide proper surge protection in accordance with local, state, and national electrical codes.
  - 3. Investigate existing internal and external grounding systems for compliance with local, state, and national electrical codes and identify any improvements required to bring the systems into compliance with these codes. Since this is a collocation site, the scope of the investigation and recommendations shall be limited to facilities and equipment serving the County only.

- C. Prepare electrical design drawings, build-to drawings, and any other documentation required to implement the identified circuit additions and the ENGINEER's recommended solutions for the items reviewed and surveyed in items A and B listed above.
- D. Provide a cost estimate of the labor, materials, and equipment required to implement the recommended solutions. The cost estimate shall include all costs and work to be provided by commercial utility provider(s) and private contractor(s).

#### 2.3.42.3.5 Lewis PSB

- A. Review existing documentation provided by the County.
- B. Conduct a site survey to gather all of the data necessary to accomplish the tasks defined below:
  - 1. Investigate the ability and capacity of the existing generator protected distribution panel(s) to support the following circuit additions. If the existing distribution panel(s) will not support the circuit additions, specify the additional equipment that is needed (reference Attachment D *High-Level Site Summaries*).
    - a. Two 30-20 ampere, 240-208 VAC circuits, each terminated with a NEMA L14-30R 20R receptacle, located above the rack indicating "Rect./Battery."
  - Investigate the capability and capacity of existing generator protected distribution panel(s) and the existing 130 kVA uninterruptible power supply (UPS) to support the following 63 120 VAC 20A circuits and develop electrical design to deliver service to the specified locations:
    - a. Seven circuits to the proposed dispatch console operator positions each terminated with a duplex outlet (NEMA 5-204).
    - b. Twelve circuits delivered as 6" pigtails to a junction box located above each of the "M2-1" and "M2-2" rack spaces.
    - c. Sixteen circuits delivered as 6" pigtails to one or more junction boxes (as required) located above the "Prime Rack" space.

- d. Twenty-eight circuits delivered as 6" pigtails to one or more junction boxes (as required) located above the "MCC7500" rack space.
- d.e. One 20 ampere, 120 VAC duplex outlet within 6-feet of the cable entry conduit.
- 3. Identify the presence, model number, and specifications of existing TVSS devices that protect the main service entrance, external branch circuits or feeders, and generator AC power connections. Develop a gap analysis that describes what is needed (e.g., additional TVSS, etc.) to provide proper surge protection in accordance with local, state, and national electrical codes.
- 4. Investigate existing internal and external grounding systems for compliance with local, state, and national electrical codes and identify any improvements required to bring the systems into compliance with these codes. Since this is a multipurpose facility, the scope of the investigation and recommendations shall be limited to facilities and equipment directly serving the County's public safety radio communications system.
- C. Prepare electrical design drawings, build-to drawings, and any other documentation required to implement the ENGINEER'S recommended solutions for the items surveyed in items A and B above.
- D. Provide a cost estimate of the labor, materials, and equipment required to implement the recommended solutions. The cost estimate shall include all costs and work to be provided by commercial utility provider(s) and private contractor(s).

## 2.3.52.3.6 Mount Pisgah

- A. Review existing documentation provided by the County.
- B. Identify the demarcation point of the electrical power service, existing buried utilities, and other impediments. The ENGINEER shall use One Call services (or comparable) to verify the existence of buried utilities, other impediments, etc. No digging shall be performed.

- C. Conduct a site survey to gather all of the data necessary to prepare the deliverables identified below:
  - Investigate existing external grounding systems for compliance with local, state, and national electrical codes and identify any improvements required to bring the systems into compliance with these codes. Since this is a collocation site, the scope of the investigation and recommendations shall be limited to facilities and equipment serving the County only.
  - Prepare electrical design drawings, build-to drawings and any other documentation required to implement one buried conduit for underground 120/240 VAC, 200 amp electrical service from the demarcation point to the new County shelter (per the location identified in the preliminary zoning drawing, Attachment C).
  - 3. Prepare electrical design drawings, build-to drawings, and any other documentation required to implement one buried conduit for low-voltage signaling and control circuits between the fuel tank and the County's new shelter (per the locations identified in the preliminary zoning drawing). The ENGINEER shall determine the appropriate size of the conduits based on electrical load requirements and local, state, and national electrical codes.
  - 4. Prepare a comprehensive BOM in a hierarchical tabular format including the physical materials, assemblies, subassemblies, and any other elements required to implement the recommended solution(s).
- D. Provide a cost estimate of the labor, materials, and equipment required to implement the recommended solutions. The cost estimate shall include all costs and work to be provided by commercial utility provider(s) and private contractor(s).
- Design the equipment shelter exterior perimeter ground system in accordance with the geotechnical report for this site and meeting or exceeding the guidelines recommended in the Motorola's R56 Standards and Guidelines for Communication Sites (latest revision).

## 2.3.62.3.7 Terry Mountain

A. Review existing documentation provided by the County.

- B. Identify existing buried utilities and other impediments. The ENGINEER shall use One Call services (or comparable) to verify the existence of buried utilities, other impediments, etc.
- C. Contact WPTZ Television Station (Hearst Corporation) engineering staff to obtain information on the existing site monitoring network.
- D. Conduct a site survey to gather all of the data necessary to accomplish the tasks defined below:
  - Prepare electrical design drawings, build-to drawings, and any other documentation required to implement one buried conduit for power circuits and one buried conduit for low-voltage signaling and control circuits between the generator and the County's new shelter (per the locations identified in the preliminary zoning drawing, Attachment C). The ENGINEER shall determine the appropriate size of the conduits based on electrical load requirements and local, state, and national electrical codes.
  - 2. Prepare electrical design drawings, build-to drawings, and any other documentation required to implement one buried conduit for low-voltage signaling and control circuits between the fuel tank and the County's new shelter (per the locations identified in the preliminary zoning drawing, Attachment C). The ENGINEER shall determine the appropriate size of the conduits based on electrical load requirements and local, state, and national electrical codes.
  - 3. Investigate the ability and capacity of existing generator protected distribution panel and transfer switch to provide a subpanel feed to the new County shelter (per the location identified in the preliminary zoning drawing, Attachment C) and specify whether the subpanel feed shall be single phase (208-230 VAC) or three-phase phase (460-480 VAC). If the existing distribution panel(s) will not support the circuit additions, specify the additional equipment that is needed (reference Attachment D High-Level Site Summaries).
  - 3.4. Investigate existing internal and external grounding systems for compliance with local, state, and national electrical codes and identify any improvements required to bring the systems into compliance with these codes. Since this is a collocation site, the scope of the investigation

and recommendations shall be limited to facilities and equipment serving the County only.

- 4.5. Examine WPTZ Television's existing site monitoring network and consider in the design of the ENGINEER's proposed solution to the County.
  - 6. Investigate whether the existing facilities and equipment are capable of providing the alarm points listed in Table 5 using NC dry contact sensors except as indicated in Table 5, Footnote 2 to a new 66 block and identify the demarcation points.
  - 7. Prepare electrical design drawings, build-to drawings and any other documentation required to implement one buried conduit for underground 3-phase, 120/208 VAC, 200 ampere electrical service from a generator protected subpanel to the new County shelter (per the location identified in the preliminary zoning drawing, Attachment C).

**Table 5 – Terry Mountain Alarm Points** 

Alarm Points	66 Block Connection	
Tower lights		
Radio area photoelectric	1,26	
Door intrusion switches		
Generator room	5,30	
Temperature sensors		
Generator area >90°F	8,33	
Generator area <40°F	9,34	
HVAC operating status		
Commercial power failure relay	12,37	
Generator alarms <sup>2</sup>		
Low oil pressure	13,38	
High coolant temperature	14,39	
Engine oil temperature	15,40	
Low fuel	16,41	
Generator run	17,42	
Generator fail	18,43	
Over speed	19,44	
Over voltage	20,45	
Under voltage	21,46	
Over crank	22,47	
Low battery voltage	23,48	
Transfer switch indication	24,49	
Unused	25,50	

- E. Prepare electrical design drawings, build-to drawings, and any other documentation required to implement the ENGINEER's recommended solutions for the items reviewed and surveyed in A, B, and C listed above.
- F. Prepare electrical design drawings, alarm circuit diagrams, and any other documentation for bridging to existing suitable alarm points and/or for adding new alarm points as required to provide NC dry contact sensors to a new 66 block added within 5 feet of LMR rack in the new shelter (per the location identified in the preliminary zoning drawing, Attachment C). Another party will supply the 66 block.

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<sup>&</sup>lt;sup>2</sup> Requires the after-market existing generator control panel to be rewired or replaced with an original equipment manufacturer (OEM) panel

- G. Prepare a comprehensive BOM in a hierarchical tabular format including the physical materials, assemblies, subassemblies, and any other elements required to manufacture and install the electrical components and systems defined in the recommended solutions.
- H. Provide a cost estimate of the labor, materials, and equipment required to implement the recommended solutions. The cost estimate shall include all costs and work to be provided by commercial utility provider(s) and private contractor(s).

### 2.3.72.3.8 Wells Hill

- A. Review existing documentation provided by the County.
- B. Identify the demarcation point of the electrical power service, existing buried utilities, and other impediments. The ENGINEER shall use One Call services (or comparable) to verify the existence of buried utilities, other impediments, etc. No digging shall be performed.
- C. Conduct a site survey to gather all of the data necessary to prepare the deliverables identified below:
  - Prepare electrical design drawings, build-to drawings and any other documentation required to implement one buried conduit for underground 120/240 VAC, 200 amp electrical service from the demarcation point to the new County shelter (per the location identified in the preliminary zoning drawing, Attachment C).
  - 2. Prepare electrical design drawings, build-to drawings, and any other documentation required to implement one buried conduit for low-voltage signaling and control circuits between the fuel tank and the County's new shelter (per the locations identified in the preliminary zoning drawing). The ENGINEER shall determine the appropriate size of the conduits based on electrical load requirements and local, state, and national electrical codes.
  - 3. Investigate existing external grounding systems for compliance with local, state, and national electrical codes and identify any improvements required to bring the systems into compliance with these codes. Since this is a collocation site, the scope of the investigation and

recommendations shall be limited to facilities and equipment serving the County only.

- 4. Prepare a comprehensive BOM in a hierarchical tabular format including the physical materials, assemblies, subassemblies, and any other elements required to implement the recommended solutions.
- D. Provide a cost estimate of the labor, materials, and equipment required to implement the recommended solutions. The cost estimate shall include all costs and work provided by commercial utility provider(s) and private contractor(s).
- E. Design the equipment shelter exterior perimeter ground system in accordance with the geotechnical report for this site and meeting or exceeding the guidelines recommended in the Motorola's R56 Standards and Guidelines for Communication Sites (latest revision).
- F. Design tower ground system in accordance with the geotechnical report for this site and meeting or exceeding the guidelines recommended in the Motorola's R56 Standards and Guidelines for Communication Sites (latest revision).

### 3. Deliverable Requirements

Following award of a contract to the ENGINEER, all deliverables produced under this contract shall meet the following requirements.

#### 3.1 Format and Submission

- A. All design product and service deliverables defined in this RFP shall be submitted according to the following requirements:
  - All deliverables shall be provided in hard copy (triplicate), properly bound, and in electronic format via email and CD-ROM (the County desires Microsoft Office and pdf file formats, dwg file format shall not be accepted).
  - 2. All deliverables shall include a cover letter or letter of transmittal, signed, dated, and fully describing the contents of the submittal.
- B. All electrical design drawing deliverables shall contain the following minimum information:
  - 1. Name of firm or entity that prepared each submittal on label or title block
  - 2. A space approximately 3-1/2 by 5 inches on label or beside title block to record the County's review and approval markings
  - 3. Project name and date
  - 4. Submittal number or other unique identifier, including revision identifier
  - 5. Drawing number and detail references, as appropriate
  - 6. Communications site name
  - 7. Other necessary identification
- C. All project drawings shall be marked as draft until the County reviews and provides written approval for the drawings.

### 3.2 Compliance

- A. The ENGINEER shall adhere to all applicable federal, state, and local laws, ordinances, or regulations governing work to be performed and/or the design services and products to be supplied.
- B. The design services and products produced by the ENGINEER shall comply with the latest versions of the following standards, rules, codes, regulations, and industry guidelines (presented in alphabetical order; not reflective of priority):
  - American Concrete Institute (ACI)
  - American National Standards Institute (ANSI)
  - American Society of Testing Materials (ASTM)
  - Building Officials and Code Administrators (BOCA)
  - Electronic and Telecommunications Industry Associations (EIA-TIA)
  - Federal Aviation Administration (FAA)
  - Federal Communications Commission (FCC)
  - Institute of Electrical and Electronics Engineers (IEEE)
  - Motorola R56 Standards and Guidelines for Communications Sites
  - National Electrical Code (NEC)
  - National Electrical Manufacturer's Association (NEMA)
  - National Fire Protection Association (NFPA)
  - New York State Uniform Fire Prevention and Building Code
  - Standard Mechanical Code (SMC)
  - Telecommunications Distribution Methods Manual (TDMM)
  - Underwriters Laboratories, Inc. (UL)

### 4. Deliverable Review and Acceptance

#### 4.1 Review

- A. The ENGINEER shall allow a minimum of two weeks for deliverable review, including time for re-submittals (instances where the County deems the initial submittal unacceptable), as follows:
  - 1. Time for review shall commence on County's receipt of deliverable.
  - 2. No contract extensions will be authorized because of failure to transmit deliverables enough in advance of the work to permit processing, including re-submittals.
  - 3. All deliverables shall be subject to review and written approval by the County and its consultants.

## 4.2 Acceptance

- A. The County shall deem the design services and products ready for final acceptance following successful completion and approval of the following:
  - 1. Resolution of all revision requests, questions, comments, and concerns
  - Final drawings certified and sealed by a PE licensed by the State of New York
  - 3. Submission of a list of required studies such as EPA, geotechnical, or hazardous material identified during the site surveys
  - 4. Final deliverables submitted to the County per the requirements in Section 3 Deliverable Requirements

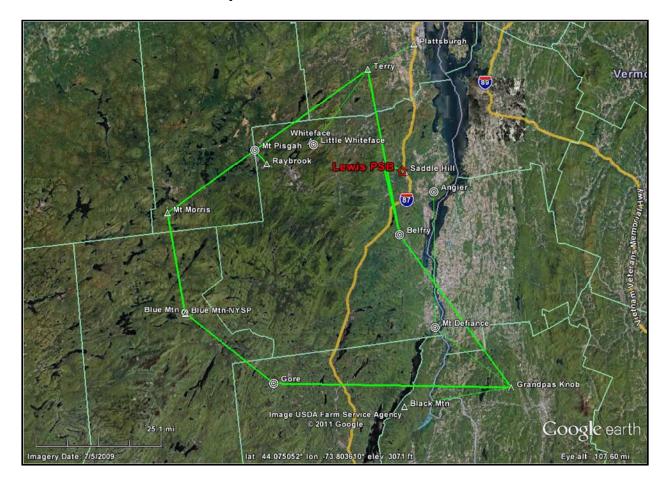
### 5. Project Management

- A. The ENGINEER shall identify in writing the primary and secondary POCs who shall be responsible for coordinating all project activities with the County project manager and the County's consultant.
- B. The ENGINEER shall address all written and verbal correspondence from the County and the County's consultant within 24 hours of receipt Monday through Friday.
- C. The ENGINEER shall convene a project planning session with the County within eight calendar days of contract award to develop jointly, a detailed project plan. The project plan shall include the following at a minimum:
  - 1. ENGINEER confirmed resource (personnel) plan
  - 2. Proposed project schedule
  - 3. Project status meeting schedule (the ENGINEER and County shall mutually agree upon the frequency, duration, and agenda of the meetings)
  - 4. Technical, quality, and schedule measurement baselines
  - 5. Project risks, including constraints and assumptions, and planned responses for each

## **Attachment A – Site Locations**

Site Name	Site Address	Site Coordinates
Angier Hill	333 Halds Rd., Westport, NY	44°13'15" 73°24'35"
Belfry Mountain	Summit of Belfry Mountain, Moriah, NY	44°05'55" 73°32'52"
Blue Mountain	Blue Mountain summit, Blue Mountain Lake, NY	43°52'27" 74°24'09"
Grandpas Knob (Vermont)	Summit of Grandpas Knob, Castleton, VT	43°39'32" 73°06'24"
Lewis Public Safety Building	702 Stowersville Rd., Lewis, NY 12950	44°16'56" 73°32'11"
Little Whiteface	Whiteface Ski Center Lift Station, Wilmington, NY	44°21'23" 73°53'32"
Mount Pisgah	Summit of Mount Pisgah Ski Area, Saranac Lake, NY	44°20'28" 74°07'41"
Terry Mountain	Terry Mountain 1.8 mi. south of Peasleeville, NY	44°34'27" 73°40'29"
Wells Hill	189 Seventy Lane, Lewis, NY	44°18'12" 73°36'47"

# Attachment B – Site Map<sup>3</sup>



 $<sup>^{3}</sup>$  Map includes all network sites. Refer to Attachment A and the requirements for the sites covered by the scope of work in this RFP.

## **Attachment C – Preliminary Zoning Drawings**

The file containing the preliminary zoning drawings, Attachment C - ESX-CIV-PRO EE *Preliminary ZDs* is provided as Attachment C of this RFP.

<u>NOTE – A preliminary zoning drawing is not currently available for Belfry Mountain.</u>

## **Attachment D – High-Level Site Summaries**

The file containing the high-level site summaries, Attachment D - ESX-CIV-PRO EE High-Level Summaries is provided as Attachment D of this RFP.

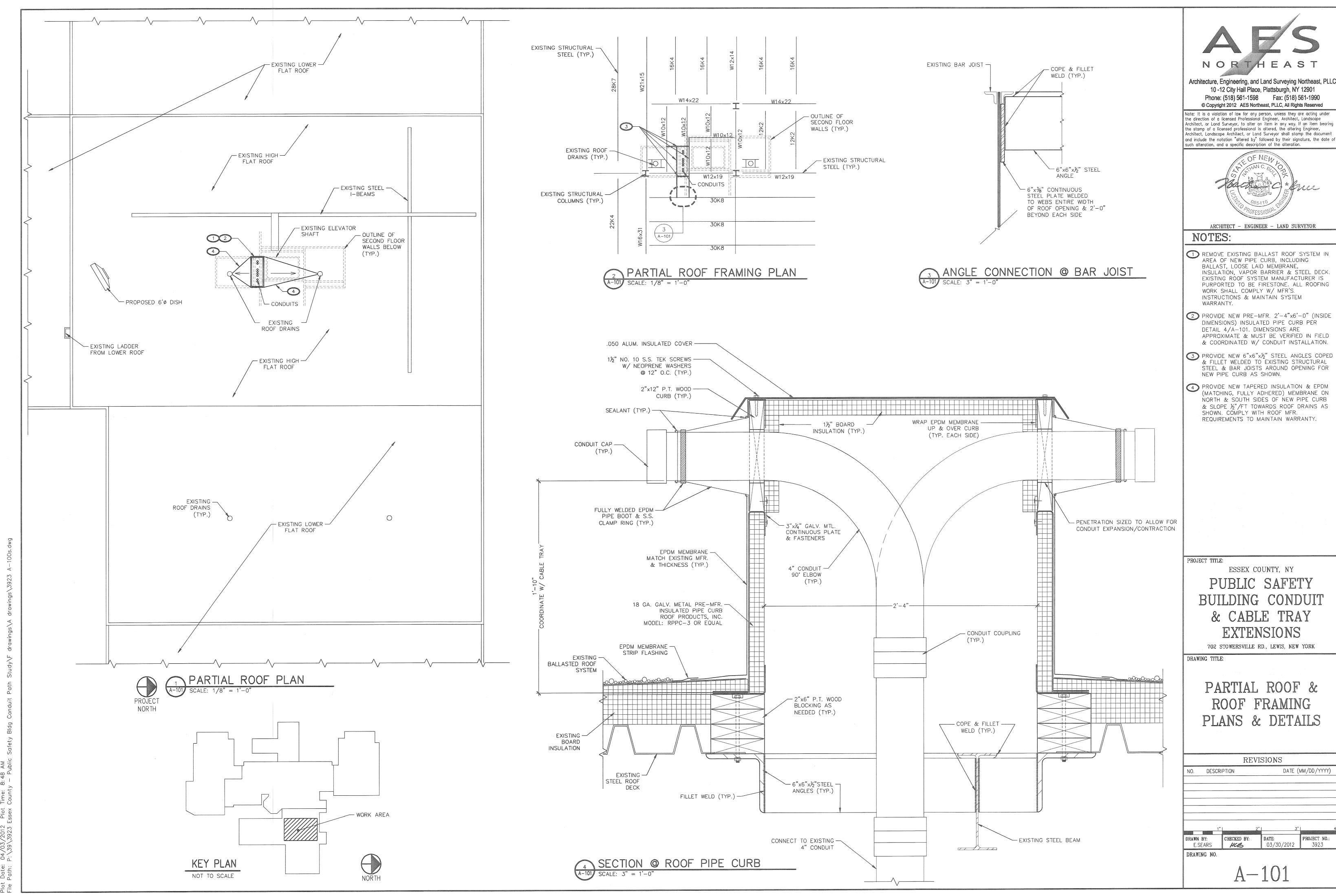
## **Attachment E – RFP Compliance Matrix**

The file containing the RFP compliance matrix, *Attachment E - ESX-CIV-PRO Electrical Engineering Compliance Matrix* is provided as Attachment E of this RFP.

# **Attachment F – County Terms and Conditions**

## **Attachment I – Lewis PSB Conduit and Cable Tray Design**

Provided electronically as Attachment I of this RFP Lewis PSB Conduit and Cable Bridge Design.pdf



Architecture, Engineering, and Land Surveying Northeast, PLLC



WHEATLAND TUBE OR EQUAL.

RIGID STEEL CONDUIT, ANSI C80.1 WITH THREADED COMPRESSION COUPLINGS. YARD LIGHT ELBOWS.

CABLE TRAY:

COOPER B-LINE SERIES 24 OR EQUAL.

6063 ALUMINUM, LADDER TYPE CONSISTING OF (2) LONGITUDINAL RAILS WITH TRANSVERSE RUNGS WELDED TO THE SIDE RAILS. 12" TRAY WIDTH, 9" RUNG SPACING, 4" LOADING DEPTH, 12 FOOT

SECTION LENGTHS. EACH RUNG SHALL SUPPORT A 200# CONCENTRATION LOAD AT THE CENTER OF THE TRAY W/ A SAFETY FACTOR OF 1.5.

SPLICE PLATES SHALL BE OF THE WEDGE LOCK DESIGN.

TRAY SHALL BE CONSTRUCTED & INSTALLED ACCORDING TO NEMA VE 2. FURNISH MANUFACTURER'S STANDARD CLAMPS, BRACKETS, SPLICE PLATES, CONNECTORS, CONDUIT TO

TRAY ADAPTERS, CABLE TIES, & GROUNDING STRAPS.

ACCESSORIES / CABLE TRAY COVER: COOPER B-LINE SERIES B1 OR EQUAL.

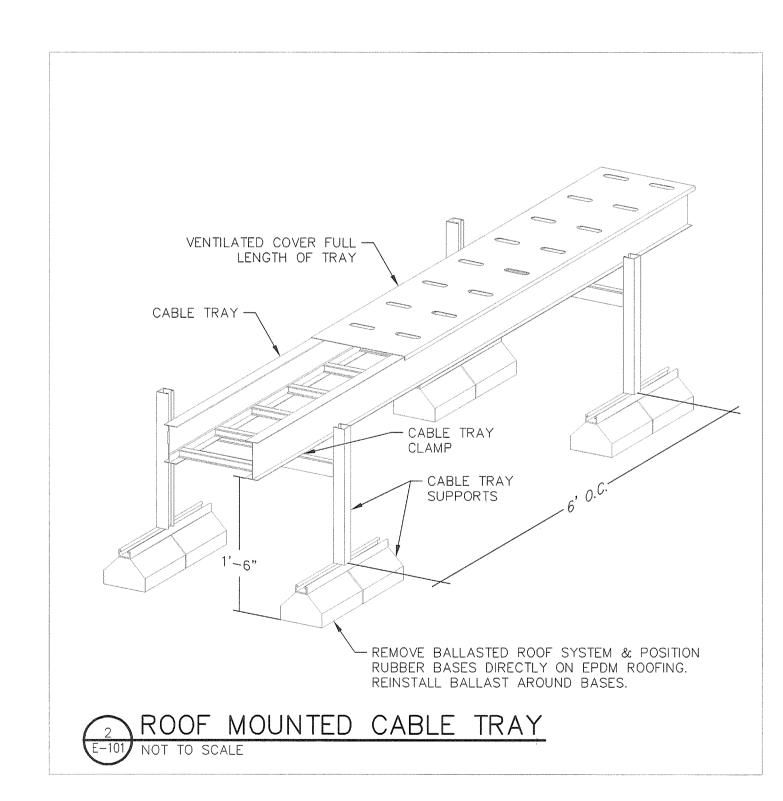
FLANGED & VENTILATED 0.040" THICK ALUMINUM W/ COVER CLAMPS

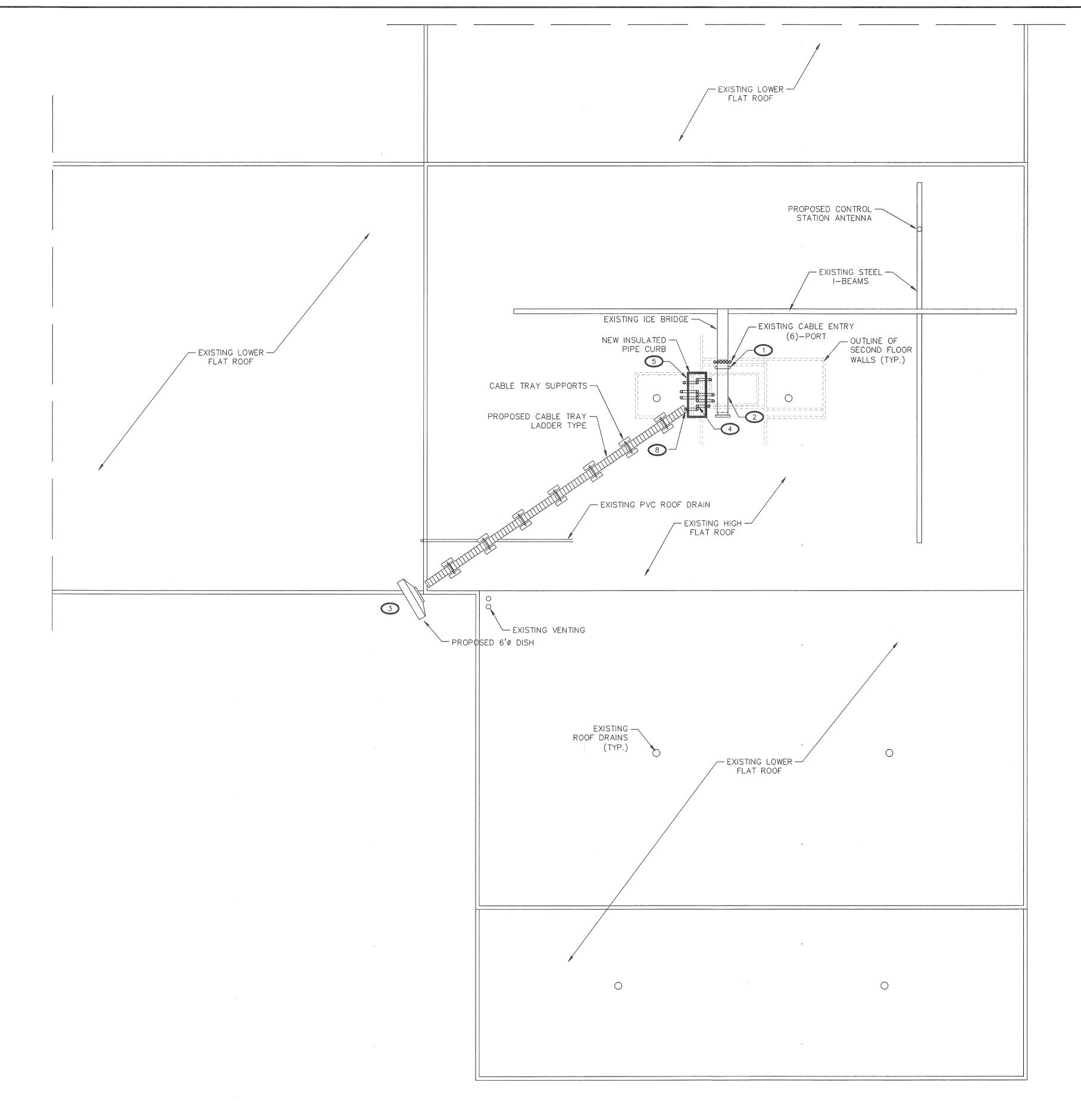
CABLE TRAY SUPPORTS:

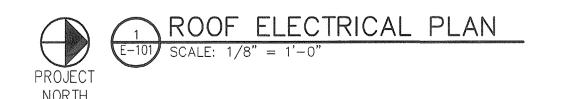
COOPER B-LINE DURA-BLOCK DB2324DS OR EQUAL.

H-STYLE SUPPORT CONSISTING OF 100% RECYCLED RUBBER BASES & 14 GA. GALVANIZED STRUT CHANNEL BASE. EACH SUPPORT SHALL CONTAIN (2) BASES. VERTICAL & HORIZONTAL CHANNELS

SHALL BE 1 5/8" SLOTTED 12 GA. GALVANIZED STRUT CHANNEL.









Architecture, Engineering, and Land Surveying Northeast, PLLC 10 -12 City Hall Place, Plattsburgh, NY 12901 Phone: (518) 561-1598 Fax: (518) 561-1990 © Copyright 2012 AES Northeast, PLLC, All Rights Reserved

Note: It is a violation of law for any person, unless they are acting under the direction of a licensed Professional Engineer, Architect, Landscape Architect, or Land Surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering Engineer, Architect, Landscape Architect, or Land Surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of



ARCHITECT - ENGINEER - LAND SURVEYOR

# NOTES:

- 1 REMOVE EXISTING 18"x 2 1/2" GALVANIZED C CHANNEL SUPPORT STANCHION FOR REUSE. PROVIDE (2) 1 5/8" STRUT SUPPORTS EACH SIDE DOWN TO EXISTING CURB BASE.
- 2 NEW 7'-0" x 18"x 2 1/2" GALVANIZED C CHANNEL ICE BRIDGE. CONNECT TO EXISTING & RE-INSTALL EXISTING C CHANNEL SUPPORT STANCHION ON END. PROVIDE DURA-BLOCK BASE SUPPORT FULL WIDTH.
- 3 EXACT LOCATION OF PROPOSED 6' DISH, TO BE DETERMINED BY OTHERS. DISH MOUNTING BY OTHERS.
- NEW CABLE ENTRY, (8)-PORT CONSISTING OF (8) 4" CONDUITS. CONTRACTOR SHALL EXTEND EXISTING 4" CONDUITS FROM JUST BELOW ROOF DECK THROUGH NEW PIPE CURB. ALTERNATE PENETRATIONS THROUGH CURB (NORTH/SOUTH) TO ALLOW FOR ROOF SEALING BOOT INSTALLATION.
- CAP ALL UNUSED CONDUITS WEATHER TIGHT. PROVIDE CABLE ENTRY SEALS INSIDE ALL CONDUITS.
- EXTEND EXISTING CONDUIT PULL ROPE THROUGH CONDUIT EXTENSIONS.
- COMMUNICATION CABLING BY OTHERS.
- PROVIDE BONDING JUMPER FROM CONDUIT TO CABLE TRAY, #6 CU., JACKETED.
- ELBOWS SHALL BE YARD LIGHT TYPE, MIN. 16"
  RADIUS.

PROJECT TITLE:

ESSEX COUNTY, NY

PUBLIC SAFETY BUILDING CONDUIT & CABLE TRAY EXTENSIONS

702 STOWERSVILLE RD., LEWIS, NEW YORK

ROOF ELECTRICAL PLAN

REVISIONS

NO. DESCRIPTION DATE (MM/DD/YYYY) 5-31-2012 GENERAL REVISIONS

CHECKED BY:

DRAWING NO.

E - 101

## **Attachment J – Mount Pisgah Access and Site Plan**

Provided electronically as Attachment J of this RFP is *Mount Pisgah Access and Site Plan*.pdf

### **Attachment J – Mount Pisgah Access and Site Plan**

For clarity, review *Attachment D – Zoning Drawings*.pdf prior to reading this attachment.

#### J.1 - Site Access

Access to the Mount Pisgah site is through a wooded trail approximately.54 mile long beginning at the intersection of Mount Pisgah Road and Vista Drive as depicted in Figure J.1.

The trail is described as unimproved "jeep trail" and is commonly accessed by service technicians using a standard 4x4 vehicle. To transport heavy equipment (i.e., equipment shelters, generators, cranes, etc.), a "trail crawler" and/or a heavy-duty 4x4 vehicle may be required.



Figure J.1 – Wooded Trail

Figure J.2 provides another view of the wooded trail and indicates the trail grade. Note that trees and a tree canopy flank the trail.

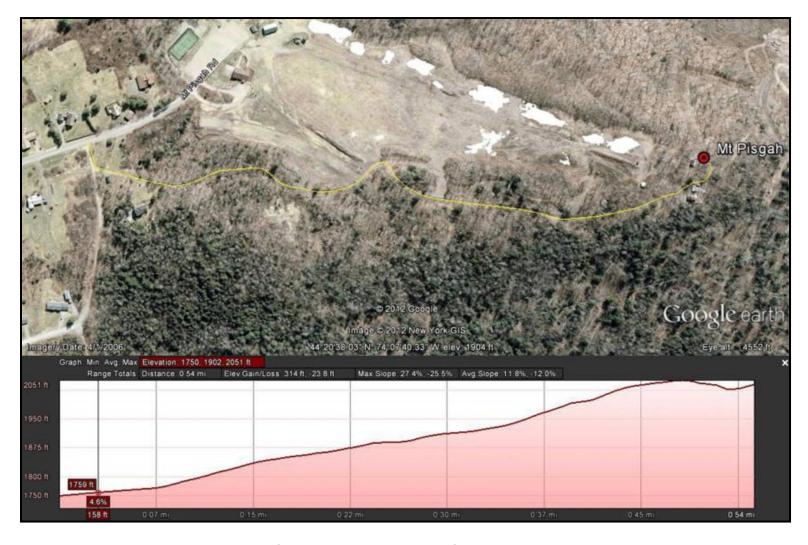


Figure J.2 – Wooded Trail and Grade

#### J.2 - Site Plan

This section provides PROPOSERS with additional details on the desired equipment shelter location and access way to the location in order to:

- Provide a fixed-priced cost proposal to deliver, offload, and install the equipment shelter, generator, liquefied propane gas (LPG) fuel storage tank, and associated components to the site.
- Provide a fixed-priced cost proposal to clear, grub, and grade the site (and possibly access way) according to the desired shelter and generator fuel tank locations.

The County desires to position the Mount Pisgah equipment shelter (with generator to be contained within) at the location depicted as "Option 1" on the zoning drawing (ZD). It is possible to temporarily disconnect the tower guy wire extending over this location as displayed in the ZD.

Figure J.3 provides a photograph and marking of the Option 1 equipment shelter location. The dotted yellow lines roughly indicate an outline of the proposed equipment shelter footprint (not to scale), located just beyond the maple tree at which the guy wires for the utility lines appears to converge.

Depending on the configuration of the equipment shelter (i.e., pre-fabricated or panel-built (erect onsite)), offloading, and installation requirements, the County may task the selected PROPOSER with clearing, grubbing, and upgrading the access way that appears towards the evergreen tree in the background.



Figure J.3 – Option 1 Location

The site plan in Figure J.4 (from *Attachment F –Zoning Drawings*.pdf) identifies the approximate photograph location of Figure J.3.

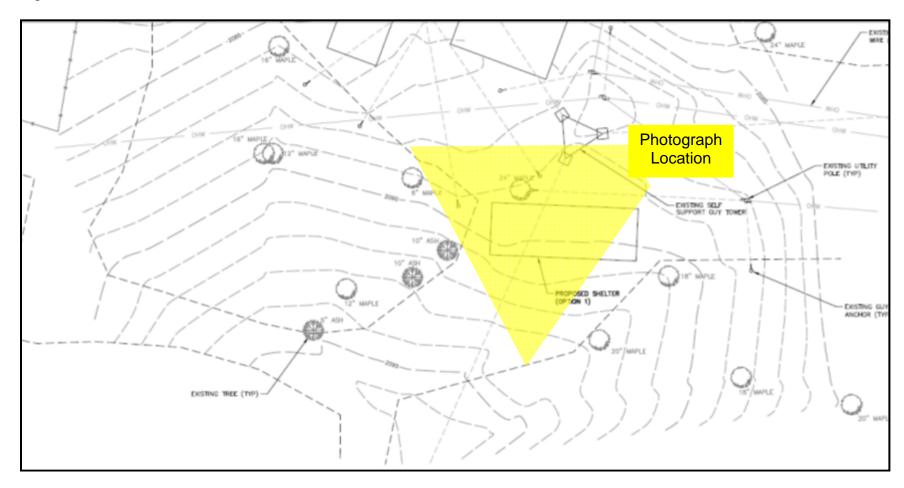


Figure J.4 – Option 1 Zoning Drawing Photograph Location (A)

Figure J.5 provides a photograph and marking of the Option 1 equipment shelter location from the opposite side. This photograph is taken in front of the evergreen tree in the location where the County may task the selected PROPOSER with clearing, grubbing, and upgrading the access way to allow for communication site equipment delivery, offloading, and installation.



Figure J.5 – Option 1 Location From Behind

The site plan in Figure J.6 (from Attachment F - Zoning Drawings.pdf) identifies the approximate photograph location of Figure J.5.

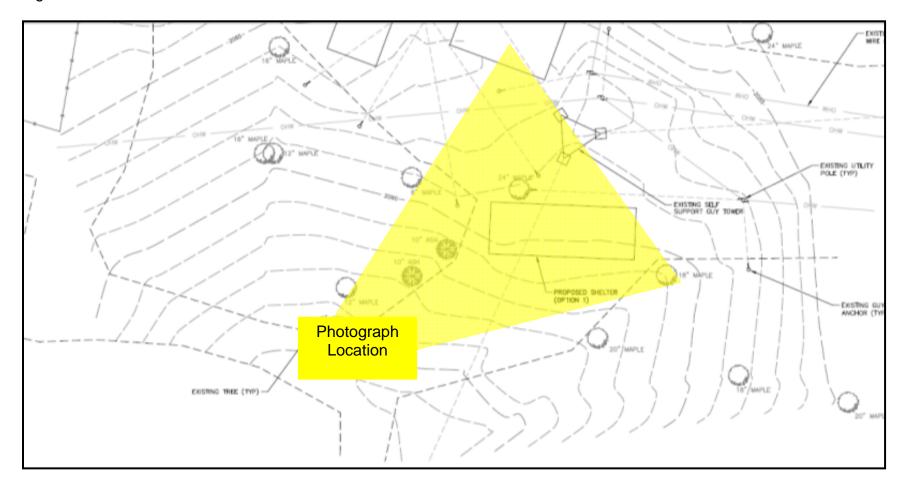


Figure J.6 – Option 1 Zoning Drawing Photograph Location (B)

Figure J.7 provides a photograph of the access way leading to the Option 1 location from the "jeep trail" and main wooded access trail. The photograph was taken at approximately the same location as Figure J.5, however panned approximately 90 degrees.

Depending on the equipment shelter configuration, the County may task the selected PROPOSER with clearing, grubbing, and upgrading this access way to allow for equipment shelter delivery, offloading, and installation.



Figure J.7 – Access Way Leading to the Option 1 Location (A)

Figure J.8 provides a photograph of the access way behind the existing cellular tower compound leading back to the "jeep trail" and main wooded access trail.



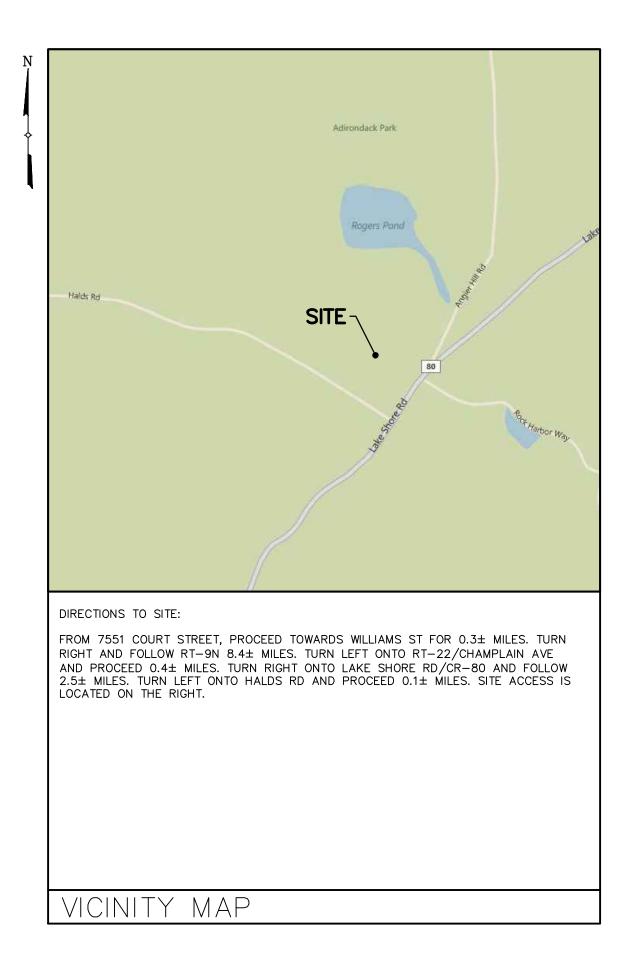
Figure J.8 – Access Way Leading to the Option 1 Location (B)

#### **Attachment K – Construction Drawings**

Provided electronically as Attachment K of this RFP is Construction Drawings.pdf

# ESSEX COUNTY PUBLIC SAFETY REMOTE COMMUNICATIONS PROJECT

## SITE NAME: ANGIER HILL



SITE NAME:	ANGIER HILL			
SITE ADDRESS:	333 HALDS RD WESTPORT, NY 12936			
MUNICIPALITY:	TOWN OF WESTPORT			
COUNTY:	ESSEX COUNTY			
TAX MAP NUMBER:	57.4-2-15.2			
MONOPOLE COORDINATES:	N 44° 13' 15.00" W 73° 24' 35.00"			
GROUND ELEVATION:	618±' AMSL			
PROPERTY OWNER:	LOIS B SCHMIDT P.O. BOX 248 WESTPORT, NY 12993			
APPLICANT:	ESSEX COUNTY 7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932			
CONTACT PERSON:	DONALD JAQUISH DIRECTOR/FIRE COORDINATOR ESSEX COUNTY EMERGENCY SERVICES 702 STOWERSVILLE RD P.O. BOX 30 LEWIS, NY 12950			
CONTACT PHONE:	(518) 873–3901			
PROJECT DESCRIPTION: THE PROPOSED PROJECT CONSISTS OF INSTALLING ONE (1) VHF—RX ANTENNA, ONE (1) 6' DISH ANTENNA WITH RADOME, ONE (1) PAGING ANTENNA, AND ONE (1) VHF—TX ANTENNA ON EXISTING SELF SUPPORTING TOWER AND RELATED EQUIPMENT IN EXISTING EQUIPMENT SHELTER.				
PROJECT SUMN	MARY			

RUJEUT SUMMART				
Before You Dig, Drill Or Blast!				
Dig Safely. New York				
UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION				
CALL US TOLL FREE 1-800-962-7962				
NY industrial code rule 753 requires no less than two working days notice, but not more than ten days notice.				
DIG SAFELY - NEW YORK				

SHT. NO.	DESCRIPTION	REV NO	REVISION DATE
T-1	TITLE SHEET	2	5/22/1:
0 1	SITE PLAN & NOTES		5 (00 (4)
C-1 C-2	SITE PLAN & NOTES  SITE DETAIL PLAN	2	5/22/1: 5/22/1:
C-3	ELEVATION, DETAILS & NOTES	1	5/1/12
C-4	DETAILS	2	5/22/1:
		1	
SH	EET INDEX		
OF C	SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS CONCERN HAVE BEEN ADDRESSED AND EACH OF THE DRAWINGS HAS BEED "FOR CONSTRUCTION"		

THESE DRAWINGS ARE FORMATTED FOR 24"X36". OTHER SIZED VERSIONS ARE NOT PRINTED TO THE SCALE SHOWN. CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

75	essex county  DELEBRATING VEARS OF THE STREET
1/:	O. BOX 217
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TECTONIC

TECTONIC Engineering & Surveying Consumons of British American Blvd., Suite 101 Latham, NY 12110

Phone: (518) 783-1630
Fax: (518) 783-1544

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#### DESIGN APPROV

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#### ORIGINAL SIZE IN INCHES SITE INFORMATION

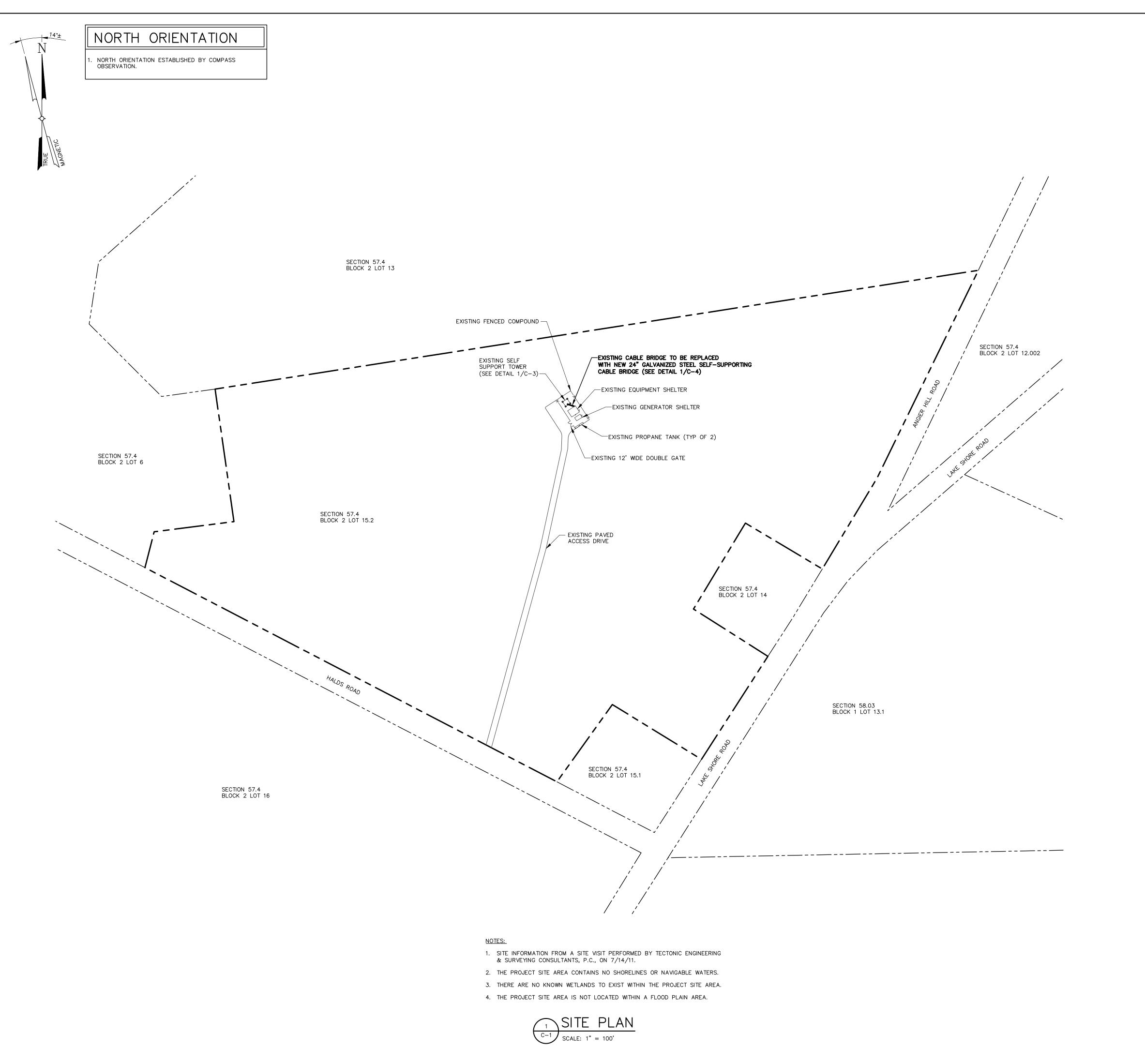
ANGIER HILL
333 HALDS RD
TOWN OF WESTPORT
ESSEX COUNTY
NY 12936

SHEET TITLE

TITLE SHEET

SHEET NUMBER

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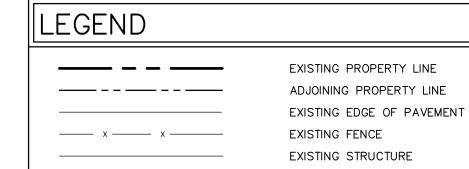


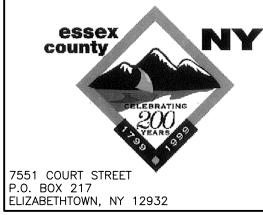
#### GENERAL NOTES

- 1. THE PROJECT IS THE INSTALLATION OF AN UNMANNED PUBLIC WIRELESS COMMUNICATION FACILITY.
- 2. THE PROPOSED DEVELOPMENT IS UNMANNED AND DOES NOT REQUIRE A MEANS OF WATER SUPPLY, SEWAGE DISPOSAL, OR HANDICAPPED
- 3. THE PROPOSED DEVELOPMENT IS MINIMAL, WILL CREATE NEGLIGIBLE ADDITIONAL STORMWATER RUNOFF, AND WILL, THEREFORE, NOT IMPACT THE EXISTING STORMWATER DRAINAGE SYSTEM.
- 4. THE PROPOSED DEVELOPMENT DOES NOT INCLUDE OUTDOOR STORAGE, SOLID WASTE RECEPTACLES, OR PLUMBING.
- 5. ADEQUATE PARKING EXISTS FOR ONE VEHICLE FOR MAINTENANCE OR EMERGENCY SERVICE ONCE A MONTH.
- 6. THERE ARE NO NEW STREETS, CURBS, SIDEWALKS, OR WALKWAYS
- 7. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.

#### SITE NOTES

- 1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
- 2. RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
- 3. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE EQUIPMENT AND TOWER AREAS.
- 4. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW, OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- 5. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
- 6. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
- 7. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED, OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF THE ENGINEER.
- 8. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH.
- 9. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE NEW YORK STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE TOWN.





#### TECTONIC

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Fax: (518) 783—1544

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ORIGINAL SIZE IN INCHES

SITE INFORMATION

ANGIER HILL
333 HALDS RD
TOWN OF WESTPORT
ESSEX COUNTY
NY 12936

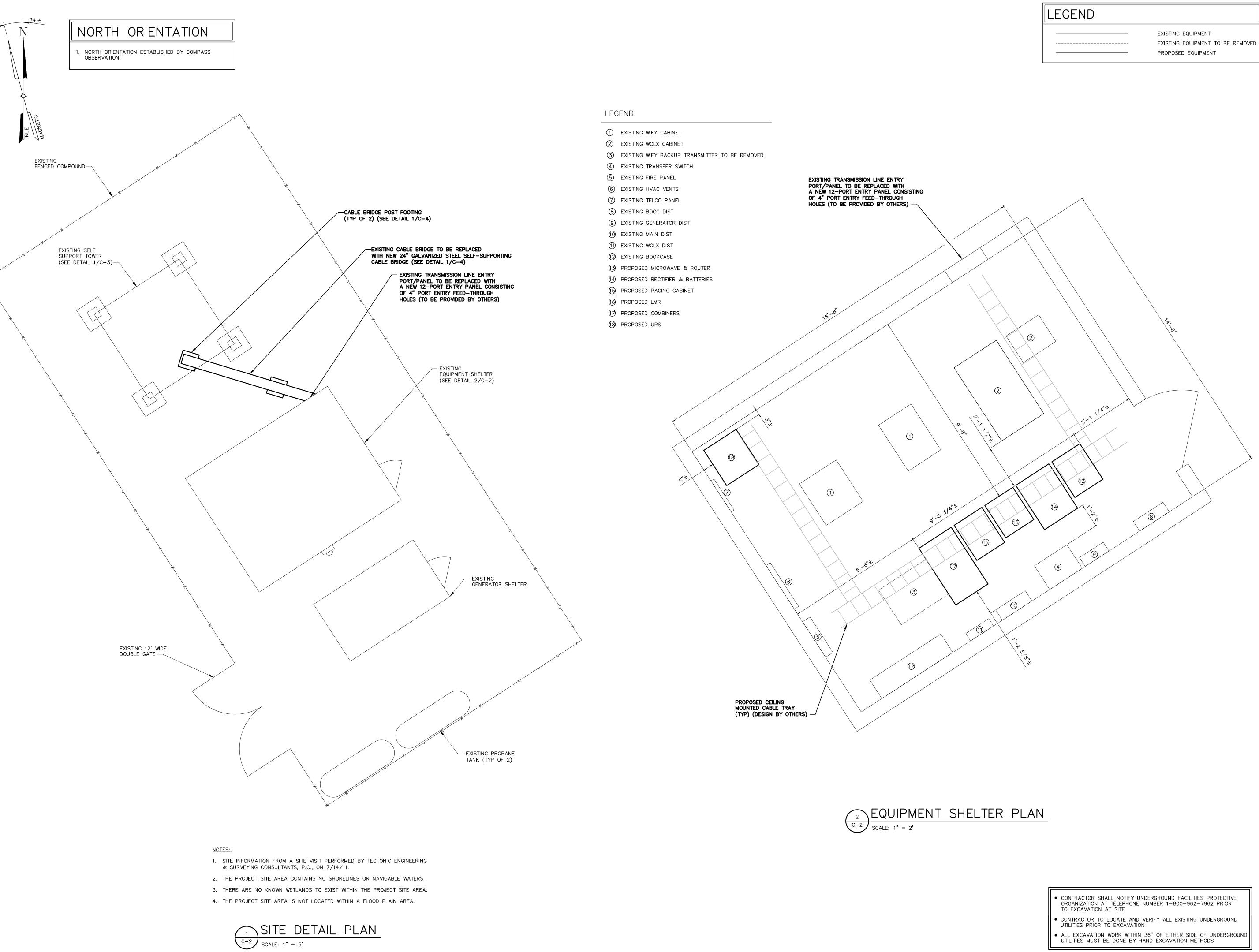
SHEET TITLE

SITE PLAN & NOTES

SHEET NUMBER

C-1

- CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR TO EXCAVATION AT SITE
- CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION
- ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS



essex 7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932

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ORIGINAL SIZE IN INCHES SITE INFORMATION

ANGIER HILL 333 HALDS RD TOWN OF WESTPORT ESSEX COUNTY NY 12936

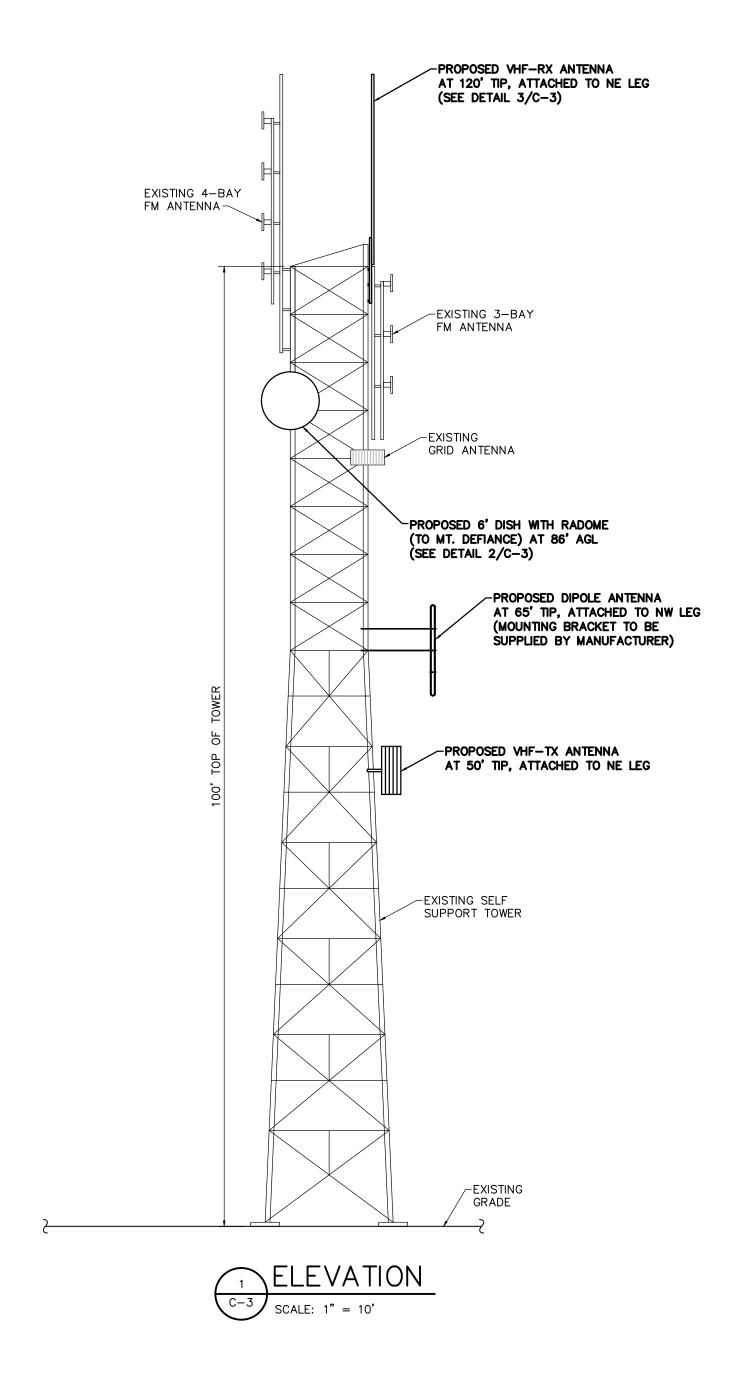
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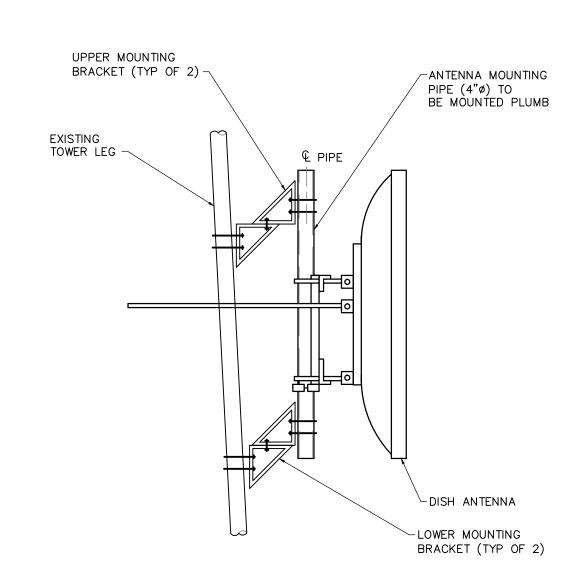
SITE DETAIL PLAN

SHEET NUMBER

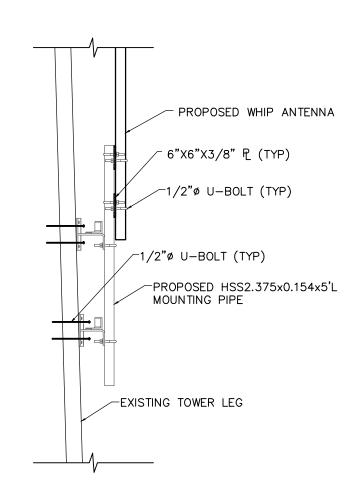
ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND

UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS









WHIP ANTENNA MOUNTING SECTION

SCALE: NTS

ANTENNA AND TRANSMISSION LINE SCHEDULE					
LEG	ANTENNA	ANTENNA DATA	AZIMUTH	ANTENNA Ç HEIGHT (AGL)	TRANSMISSION LINE
NORTHEAST	VHF-RX	19.8' WHIP ANTENNA	N/A	120' TIP	LDF-4
_	6' DISH ANTENNA WITH RADOME	RFS MICROWAVE ANTENNA PAD6-65B	179° 41' 54.48"	86'	RFS E65
NORTHWEST	PAGING	SD110-SF2PASNM LOW-BAND DIPOLE	N/A	65' TIP	LDF-4
NORTHEAST	VHF-TX	60-INCH CORNER REFLECTOR	0.	50' TIP	LDF-4

ANTENNA AND TRANSMISSION LINE SCHEDULE BASED ON AN RF ANTENNA DESIGN SHEET-DATA RECEIVED FROM ESSEX COUNTY.

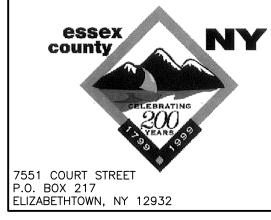
NOTE:

#### ANTENNA MOUNTING NOTES

- 1. THE DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO ANSI/TIA/EIA-222-F-1996 "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES", THE BUILDING CODE OF NEW YORK STATE (CURRENT EDITION) AND ALL OTHER APPLICABLE LOCAL, STATE, AND FEDERAL CODES.
- ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT—DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
- 5. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC—COATING (HOT—DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
- DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
- 5. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- 6. DESIGN OF THE ANTENNA MOUNTING BRACKETS, SUPPORTS, AND ALL COMPONENTS THEREOF AND ATTACHMENT THERETO SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER. MANUFACTURER SHALL PROVIDE THE OWNER DRAWINGS DETAILING ALL COMPONENTS OF THE ASSEMBLY, INCLUDING CONNECTIONS, DESIGN LOADS, AND ALL OTHER PERTINENT DATA. MANUFACTURER SHALL ALSO PROVIDE THE OWNER WITH A STATEMENT OF COMPLIANCE, INDICATING THAT THE ANTENNA SUPPORTS HAVE BEEN DESIGNED IN ACCORDANCE WITH ANSI/TIA/EIA-222-F-1996 STANDARDS. ALL SUBMISSIONS SHALL BEAR THE SIGNATURE AND SEAL OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.

#### STRUCTURAL NOTES

- 1. ALL WORK SHALL CONFORM TO ANSI/TIA/EIA-222-F-1996 "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES", THE BUILDING CODE OF NEW YORK STATE (CURRENT EDITION) AND ALL OTHER APPLICABLE LOCAL, STATE, AND FEDERAL CODES.
- REFER TO "STRUCTURAL ANALYSIS REPORT, 100" SELF SUPPORTING TOWER, AINGER HILL, TOWN OF WESTPORT, NEW YORK" PREPARED BY NORTH WOODS ENGINEERING PLLC, DATED JANUARY 18, 2011.



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SHEET TITLE

ELEVATION, DETAILS & NOTES

SHEET NUMBER

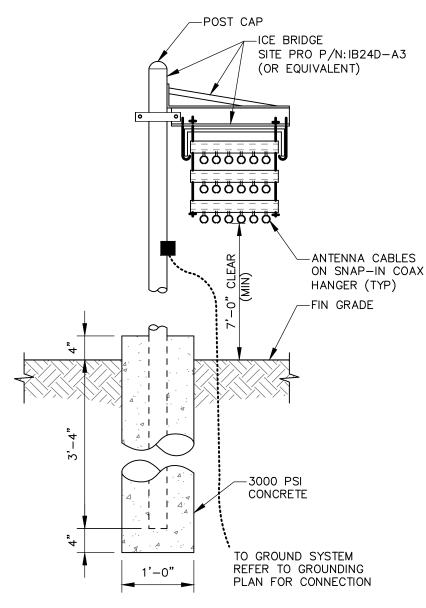


 CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR TO EXCAVATION AT SITE

UTILITIES PRIOR TO EXCAVATION

• ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS

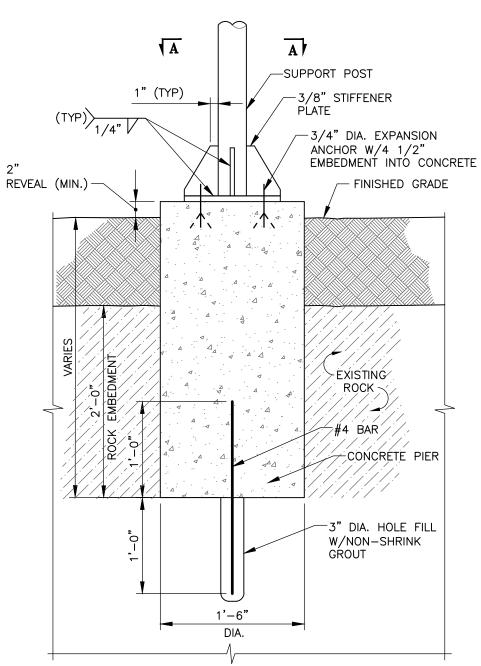
• CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UNDERGROUND

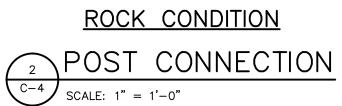


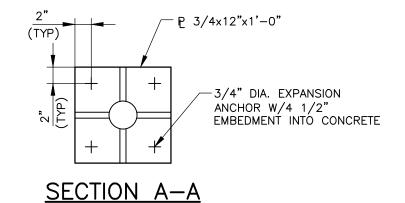
#### NOTES:

- 1. IF ROCK IS ENCOUNTERED SEE DETAIL 2/C-4.
- 2. CONTRACTOR TO VERIFY IF EXISTING POSTS AND FOOTINGS ARE FEASIBLE FOR REUSE WITH NEW CABLE BRIDGE PRIOR TO CONSTRUCTION.









#### CONCRETE NOTES

REINFORCEMENT".

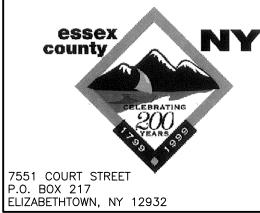
- 1. DESIGN AND CONSTRUCTION OF ALL CONCRETE SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" ACI 318.
- 2. ULTIMATE COMPRESSIVE STRENGTH OF CONCRETE AT 28 DAYS SHALL BE 3000 PSI.

3. CEMENT SHALL BE PORTLAND CEMENT CONFORMING TO ASTM C150 - TYPE I OR II.

- 4. REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A615, GRADE 60, "DEFORMED AND PLAIN BILLET STEEL BARS FOR CONCRETE
- 5. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185, "WELDED STEEL WIRE FABRIC PLAIN FOR CONCRETE REINFORCEMENT".
- 6. CONCRETE WORK AND MATERIALS SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS", ACI 301.
- . SUBMIT CONCRETE MIX DESIGN TO THE DESIGN ENGINEER FOR APPROVAL NOT LESS THAN 3 DAYS PRIOR TO CONSTRUCTION. MIX DESIGN SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT OF CONCRETE.
- 8. READY MIX CONCRETE SHALL COMPLY WITH ACI 304 AND ASTM C94 WITH A MAXIMUM WATER—CEMENT RATIO OF 0.50. TIME BETWEEN INTRODUCTION OF WATER AND THE PLACEMENT OF CONCRETE SHALL NOT EXCEED 1-1/2 HOURS.
- 9. CONCRETE AGGREGATES SHALL BE NORMAL WEIGHT, CONFORMING TO ASTM C33. MAXIMUM SIZE OF COARSE AGGREGATE SHALL BE 3/4".
- 10. CHLORIDE—CONTAINING ADMIXTURES SHALL NOT BE USED.
- 11. CONCRETE SLUMP SHALL NOT EXCEED 5 INCHES UNLESS SPECIFICALLY AUTHORIZED BY THE ENGINEER. SLUMP SHALL BE DETERMINED IN ACCORDANCE WITH ASTM C143.
- 12. PROVIDE AIR ENTRAINMENT IN EXTERIOR EXPOSED CONCRETE TO OBTAIN TOTAL AIR CONTENT OF 5%  $\pm$  1% IN ACCORDANCE WITH ACI 301.
- 13. FOR CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH, CONCRETE COVER FOR REINFORCING SHALL BE: 3" FOR ALL BARS FOR CONCRETE EXPOSED TO EARTH OR WEATHER, MINIMUM COVER SHALL BE:

  2" FOR #6 AND LARGER BARS

  1-1/2" FOR #5 AND SMALLER BARS OR WIRE FABRIC
- 14. LAP SPLICES FOR REINFORCING SHALL BE IN ACCORDANCE WITH ACI 318.12 AND STANDARD HOOKS SHALL CONFORM TO ACI 318.7.
- 15. WELDING OF REINFORCING STEEL OR THE APPLICATION OF HEAT TO FACILITATE BENDING IS SPECIFICALLY PROHIBITED.
- 16. ALL REINFORCING, ANCHOR BOLTS, DOWELS, EMBEDDED STEEL, INSERTS AND ALL OTHER EMBEDDED ITEMS AND FORMED DETAILS SHALL BE IN PLACE BEFORE START OF CONCRETE PLACEMENT.
- 17. PROVIDE A 3/4" CHAMFER AT ALL EXPOSED EDGES OF CONCRETE, UNLESS OTHERWISE NOTED.
- 18. PROVIDE NOT LESS THAN 48 HOURS NOTICE TO THE FIELD REPRESENTATIVE PRIOR TO PLACEMENT OF CONCRETE.
- 19. WHEN AMBIENT TEMPERATURE IS BELOW 50 DEGREES F, CONCRETE MATERIALS AND PLACEMENT SHALL CONFORM TO THE RECOMMENDATIONS OF ACI 306R "COLD WEATHER CONCRETING".
- 20. WHEN AMBIENT TEMPERATURE IS ABOVE 90 DEGREES F, CONCRETE MATERIALS AND PLACEMENT SHALL CONFORM TO THE RECOMMENDATIONS OF ACI 305R "HOT WEATHER CONCRETING".
- 21. REMOVE ALL LOOSE MATERIAL AND DEBRIS FROM COMPACTED SUBGRADE SURFACE PRIOR TO PLACING CONCRETE. CONCRETE SHALL NOT BE PLACED ON FROZEN SUBGRADE.
- 22. CONCRETE SHALL BE SUFFICIENTLY CONSOLIDATED BY VIBRATION TO REMOVE AIR VOIDS. VIBRATION SHALL BE IN ACCORDANCE WITH ACI 309 "STANDARD PRACTICE FOR CONSOLIDATION OF CONCRETE".
- 23. THE TOP OF ALL CONCRETE SURFACES SHALL BE TRUE AND LEVEL WITH A SMOOTH FLOAT FINISH, UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE WITHIN  $\pm$  1/8 INCH.
- 24. TESTING OF CONCRETE SHALL BE PERFORMED UNDER THE DIRECTION OF THE CONSTRUCTION MANAGER.
- 25. THROUGHOUT CONSTRUCTION, THE CONCRETE WORK SHALL BE ADEQUATELY PROTECTED AGAINST DAMAGE DUE TO EXCESSIVE LOADING, CONSTRUCTION EQUIPMENT, MATERIALS OR METHODS, ICE, RAIN, OR SNOW. PROTECT CONCRETE FROM EXCESSIVE HEAT AND FREEZING FOR NOT LESS THAN 14 DAYS.
- 26. DRYING OUT OF CONCRETE, ESPECIALLY DURING THE FIRST 24 HOURS, SHALL BE CAREFULLY GUARDED AGAINST. ALL SURFACES SHALL BE MOIST CURED OR PROTECTED USING A MEMBRANE CURING AGENT CONFORMING TO ASTM C309 APPLIED AS SOON AS FORMS ARE REMOVED. IF MEMBRANE CURING AGENT IS USED, EXERCISE CARE NOT TO DAMAGE SURFACE.
- 27. CONTRACTOR SHALL BRING TO THE IMMEDIATE ATTENTION OF THE CONSTRUCTION MANAGER ANY DEFECTS OR ERRORS IN THE WORK, PRIOR TO MAKING REPAIRS. CONTRACTOR SHALL OBTAIN PERMISSION FROM THE CONSTRUCTION MANAGER TO PATCH OR OTHERWISE REPAIR DEFECTS OTHER THAN MINOR HONEYCOMBING.
- 28. FABRIC AND STONE SHALL BE INSTALLED THE ENTIRE LENGTH AND WIDTH BENEATH
- 29. JOINT FILLER SHALL BE PREFORMED RESILIENT BITUMINOUS EXPANSION JOINT FILLER CONFORMING TO ASTM D1751.
- 30. EXTERIOR WALKING SURFACES SHALL RECEIVE A BROOM FINISH.
- 31. GROUT SHALL BE NON METALLIC, NON SHRINK PREPACKAGED GROUT WITH A MINIMUM COMPRESSIVE STRENGTH OF 5000 PSI AT 28 DAYS. GROUT SHALL BE FIVE STAR GROUT AS MANUFACTURED BY FIVE STAR PRODUCTS, FAIRFIELD, CT OR APPROVED CONCRETE ANCHORS SHALL BE HEADED STEEL STUDS MEETING THE REQUIREMENTS OF ASTM A108 "STEEL BARS, CARBON, COLD FINISHED, STANDARD QUALITY".



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	EQPT. ENG	DATE:
	OPERATIONS	DATE:
	CONST. MGR	DATE:
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2	5/22/12	REVISED CABLE ROUTING	
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ANGIER HILL
333 HALDS RD
TOWN OF WESTPORT
ESSEX COUNTY
NY 12936

SHEET TITLE

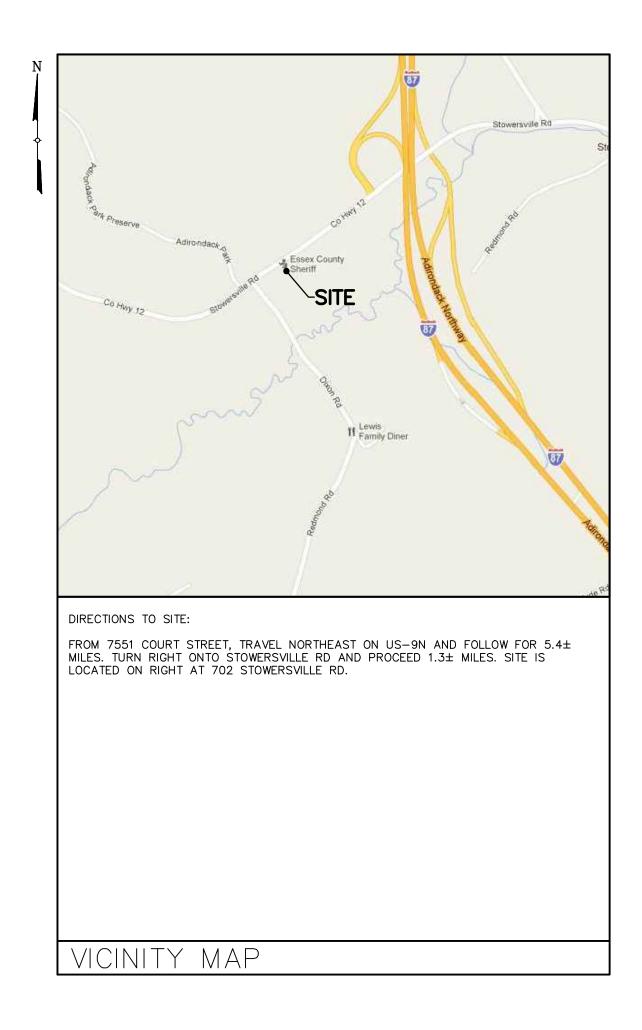
DETAILS

SHEET NUMBER

C-4

## ESSEX COUNTY PUBLIC SAFETY REMOTE COMMUNICATIONS PROJECT

## SITE NAME: LEWIS PSB

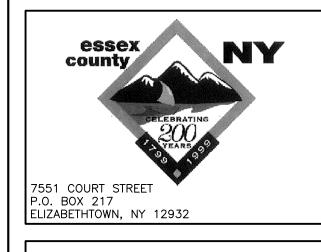


SITE NAME:	LEWIS PSB
SITE ADDRESS:	702 STOWERSVILLE RD LEWIS, NY 12950
MUNICIPALITY:	TOWN OF LEWIS
COUNTY:	ESSEX COUNTY
TAX MAP NUMBER:	47.2-1-30.11
STRUCTURE COORDINATES:	N 44° 16' 56" W 73° 32' 11"
GROUND ELEVATION:	500'± AMSL
PROPERTY OWNER:	ESSEX COUNTY 7551 COURT STREET ELIZABETHTOWN, NY 12932
APPLICANT:	ESSEX COUNTY 7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932
CONTACT PERSON:	DONALD JAQUISH DIRECTOR/FIRE COORDINATOR ESSEX COUNTY EMERGENCY SERVICES 702 STOWERSVILLE RD P.O. BOX 30 LEWIS, NY 12950
CONTACT PHONE:	(518) 873-3901
PUBLIC SAFETY BUILDING LOCATED FOOT DIAMETER MICROWAVE DISH ONE (1) 5.5-FOOT LAND MOBILE	ON THE ROOF OF THE EXISTING ESSEX COUNTY D IN THE TOWN OF LEWIS, ESSEX COUNTY: ONE (1) TO BE MOUNTED ON A NEW WALL PIPE MOUNT ANI RADIO WHIP ANTENNA TO BE MOUNTED ON THE TED EQUIPMENT WILL BE INSTALLED INSIDE THE

FNOULCT SUMMANT
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CALL US TOLL FREE 1-800-962-7962
NY industrial code rule 753 requires no less than two working days notice, but not more than ten days notice.
DIG SAFELY - NEW YORK

SHT. NO.	DESCRIPTION	REV NO	REVISION DATE
T-1	TITLE SHEET	2	6/12/12
0 1	CITE DIAN A NOTEC		0 /10 /10
C-1 C-2	SITE PLAN & NOTES SITE DETAIL PLAN	2 2	6/12/12
C-3	ELEVATION, DETAILS & NOTES	2	6/12/12 6/12/12
C-4	EQUIPMENT ROOM DETAIL PLAN	2	6/12/12
A-101	PARTIAL ROOF & ROOF FRAMING PLANS & DETAILS	0	3/30/12
E-101	ROOF ELECTRICAL PLAN	0	3/30/12
			<u> </u>
SH	EET INDEX		
	SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOC		

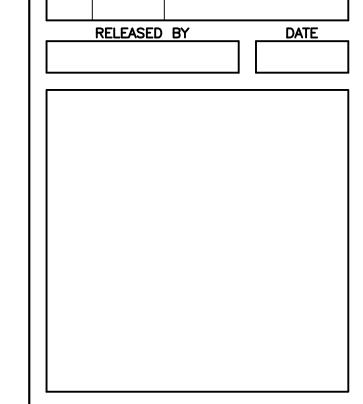
THESE DRAWINGS ARE FORMATTED FOR 24"X36". OTHER SIZED VERSIONS ARE NOT PRINTED TO THE SCALE SHOWN. CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



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SITE INFORMATION LEWIS PSB 702 STOWERSVILLE RD TOWN OF LEWIS

ESSEX COUNTY NY 12950

SHEET TITLE TITLE SHEET

SHEET NUMBER



#### GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE NEW YORK STATE BUILDING CODE, AND ALL OTHER APPLICABLE CODES AND ORDINANCES.
- CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND MAKE PROVISIONS AS TO THE COST THEREOF. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
- PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS OTHERWISE NOTED. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO EFFECT ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- DIMENSIONS SHOWN ARE TO FINISH SURFACES, UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS. SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS AND/OR DESIGN INTENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE OWNER'S AUTHORIZED REPRESENTATIVE OR THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
- CONTRACTOR SHALL RECEIVE CLARIFICATION IN WRITING, AND SHALL RECEIVE IN WRITING AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEMS NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE OF ALL PRODUCTS OR ITEMS NOTED AS "EXISTING" WHICH ARE NOT FOUND TO BE IN THE
- 8. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING THE BEST CONSTRUCTION SKILLS AND ATTENTION. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER CONTRACT, UNLESS OTHERWISE NOTED.
- . ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMEN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE
- 10. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK AREA, ADJACENT AREAS, AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS.
- 1. CONTRACTOR SHALL COORDINATE HIS WORK AND SCHEDULE HIS ACTIVITIES AND WORKING HOURS IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER.
- 12. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH THE WORK OF OTHERS AS IT MAY RELATE TO RADIO EQUIPMENT, ANTENNAS AND ANY OTHER PORTIONS OF THE WORK.
- 13. CONTRACTOR SHALL MAINTAIN LIABILITY INSURANCE TO PROTECT THE OWNER.
- 14. INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
- 15. MAKE NECESSARY PROVISIONS TO PROTECT EXISTING SURFACES, EQUIPMENT, IMPROVEMENTS, PIPING, ANTENNA AND ANTENNA CABLES. REPAIR ANY DAMAGE THAT
- 16. REPAIR ALL EXISTING SURFACES DAMAGED DURING CONSTRUCTION SUCH THAT THEY MATCH AND BLEND WITH ADJACENT SURFACES.
- 17. KEEP CONTRACT AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS AND RUBBISH. EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OF THE OWNER SHALL BE REMOVED. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ITEMS UNTIL COMPLETION OF CONSTRUCTION.
- 18. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ATTENTION OF THE ENGINEER.
- 19. CONTRACTOR SHALL SECURE ALL NECESSARY BUILDING PERMITS AND INSPECTIONS
- 20. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A/10-BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE BUILDOUT AREA DURING CONSTRUCTION.
- 21. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS AND OTHER DOCUMENTATION SHALL BE TURNED OVER TO OWNER AT COMPLETION OF CONSTRUCTION.
- 22. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF ACCEPTANCE BY OWNER. ANY WORK, MATERIALS, OR EQUIPMENT FOUND TO BE DEFECTIVE DURING THAT PERIOD SHALL BE CORRECTED IMMEDIATELY UPON WRITTEN NOTIFICATION AT NO ADDITIONAL COST TO OWNER.
- 23. RIGGING OPERATIONS SHALL BE DONE IN ACCORDANCE WITH STATE AND FEDERAL SAFETY REGULATIONS (OSHA). TECTONIC AND THE OWNER SHALL BE HELD HARMLESS IN THE EVENT THE CONTRACTOR DOES NOT FOLLOW SUCH SAFETY REGULATIONS.
- 24. CONTRACTOR SHALL PROVIDE ACCESS TO THE SITE AND ASSIST THE RADIO EQUIPMENT VENDOR AND THE ANTENNA INSTALLATION CONTRACTOR AS THEY MAY

#### LEGEND

EXISTING PROPERTY LINE ADJOINING PROPERTY LINE

EXISTING TREE LINE EXISTING EDGE OF PAVEMENT

 CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR

• CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION

UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS

ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND

TO EXCAVATION AT SITE

7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932

ENGINEERING SURVEYING

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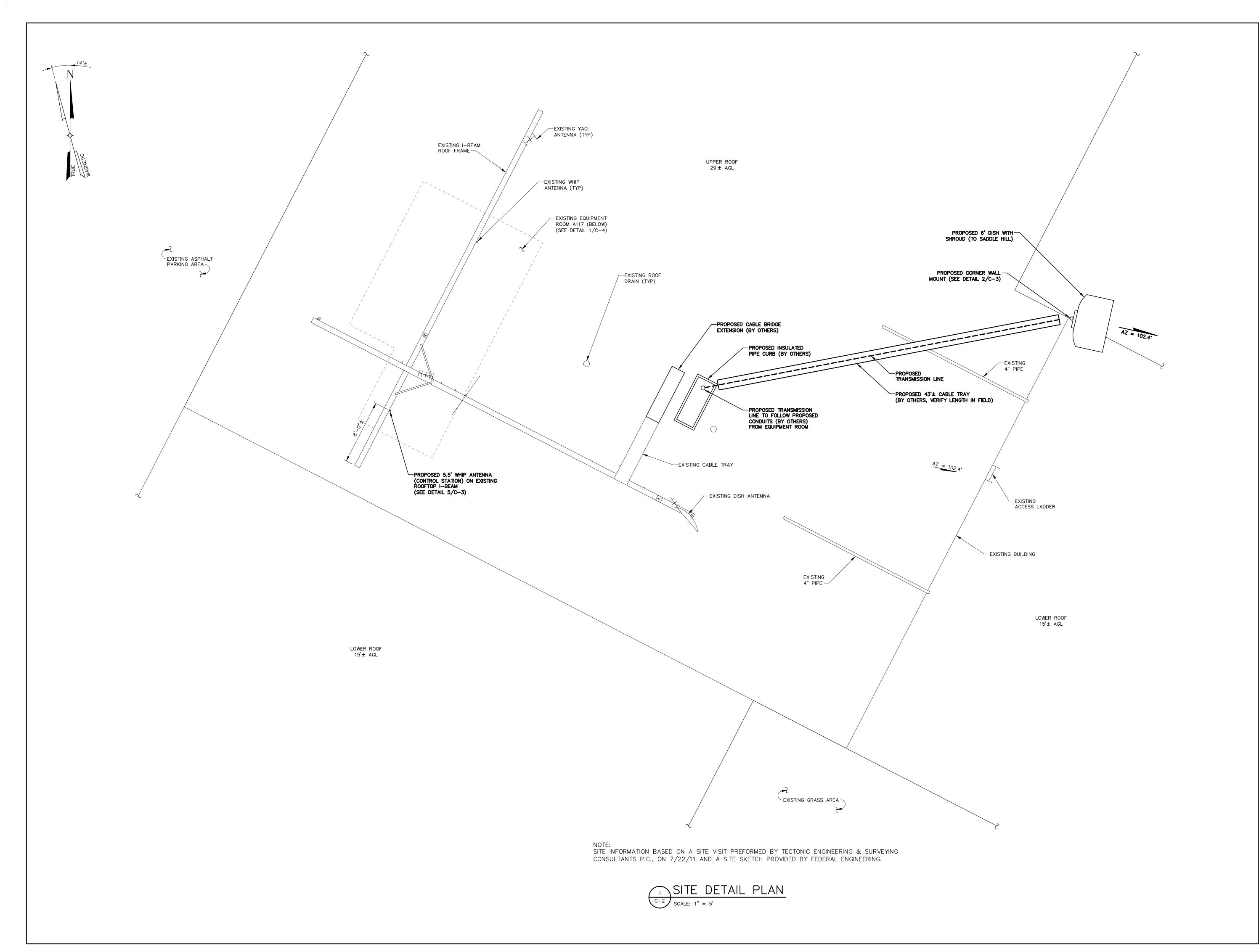
ORIGINAL SIZE IN INCHES SITE INFORMATION

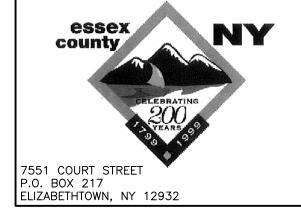
LEWIS PSB 702 STOWERSVILLE RD TOWN OF LEWIS ESSEX COUNTY NY 12950

SHEET TITLE

SITE PLAN & NOTES

SHEET NUMBER





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ORIGINAL SIZE IN INCHES

SITE INFORMATION

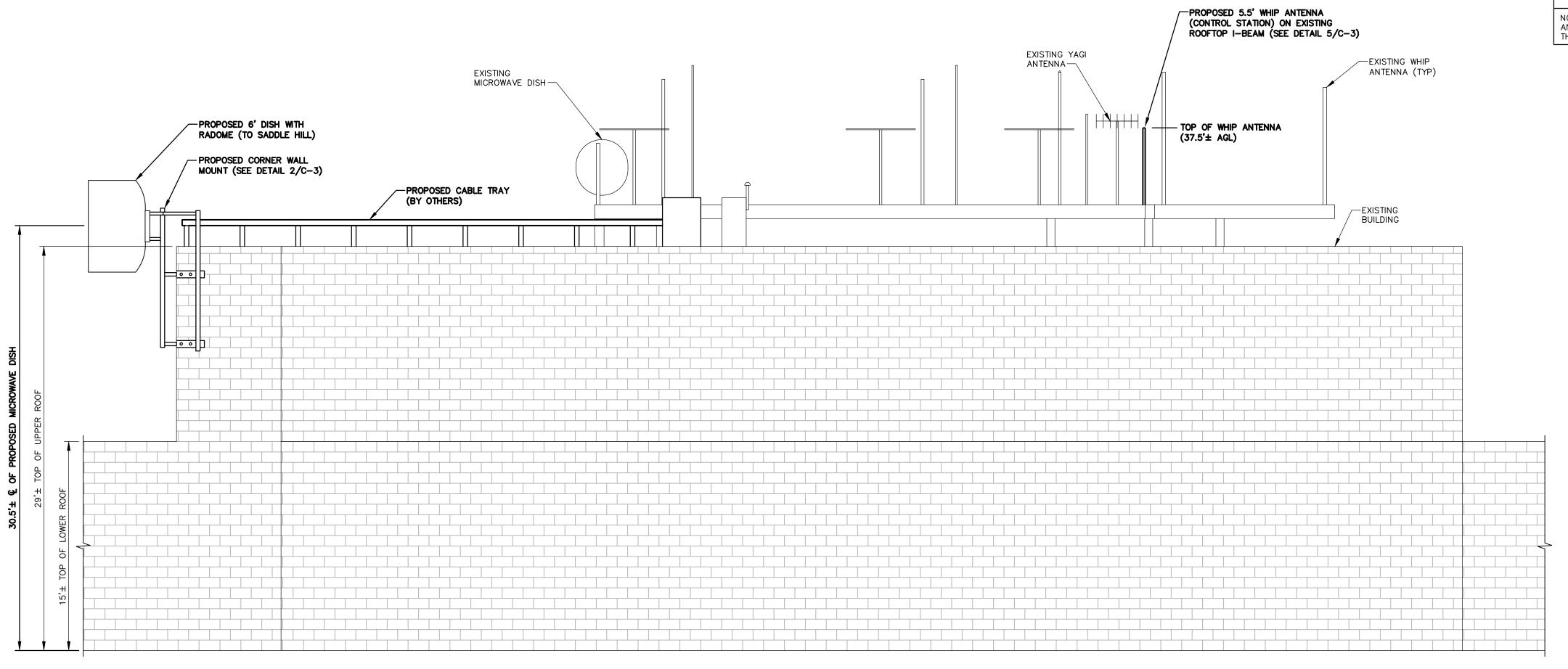
LEWIS PSB
702 STOWERSVILLE RD
TOWN OF LEWIS
ESSEX COUNTY
NY 12950

SHEET TITLE

SITE DETAIL PLAN

SHEET NUMBER

C-2



ANTENNA AND TRANSMISSION LINE SCHEDULE ANTENNA ANTENNA DATA AZIMUTH **ANTENNA** TRANSMISSION HEIGHT LINE 6'ø RFS DA6-59BC HIGH 6' DISH 102.4° 30.5'± € (AGL) RFS-E60 PERFORMANCE MICROWAVE DISH 5.5' MOTOROLA SC225 CONTROL STATION N/A 37.5'± TIP (AGL) LDF4 WHIP ANTENNA

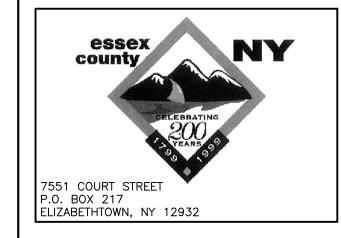
ANTENNA AND TRANSMISSION LINE SCHEDULE BASED ON AN RF ANTENNA DESIGN SHEET-DATA RECEIVED FROM THE RF ENGINEER.

#### ANTENNA MOUNTING NOTES

- THE DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO ANSI/TIA-222-G "STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS", THE BUILDING CODE OF NEW YORK STATE (CURRENT EDITION) AND ALL OTHER APPLICABLE LOCAL, STATE, AND FEDERAL CODES.
- ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
- ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
- DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.

DESIGN OF THE ANTENNA MOUNTING BRACKETS, SUPPORTS, AND ALL

- ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- COMPONENTS THEREOF AND ATTACHMENT THERETO SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER. MANUFACTURER SHALL PROVIDE THE OWNER DRAWINGS DETAILING ALL COMPONENTS OF THE ASSEMBLY, INCLUDING CONNECTIONS, DESIGN LOADS, AND ALL OTHER PERTINENT DATA. MANUFACTURER SHALL ALSO PROVIDE THE OWNER WITH A STATEMENT OF COMPLIANCE, INDICATING THAT THE ANTENNA SUPPORTS HAVE BEEN DESIGNED IN ACCORDANCE WITH ANSI/TIA-222-G STANDARDS. ALL SUBMISSIONS SHALL BEAR THE SIGNATURE AND SEAL OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.



ENGINEERING SURVEYING CONSTRUCTION

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SITE INFORMATION LEWIS PSB 702 STOWERSVILLE RD TOWN OF LEWIS ESSEX COUNTY NY 12950

SHEET TITLE

ELEVATION, DETAILS & NOTES

SHEET NUMBER

WHIP ANTENNA MOUNT

- PROPOSED WHIP ANTENNA

PROPOSED HSS2.375x0.154x5'L MOUNTING PIPE

~6"X6"X3/8" ₧ (TYP)

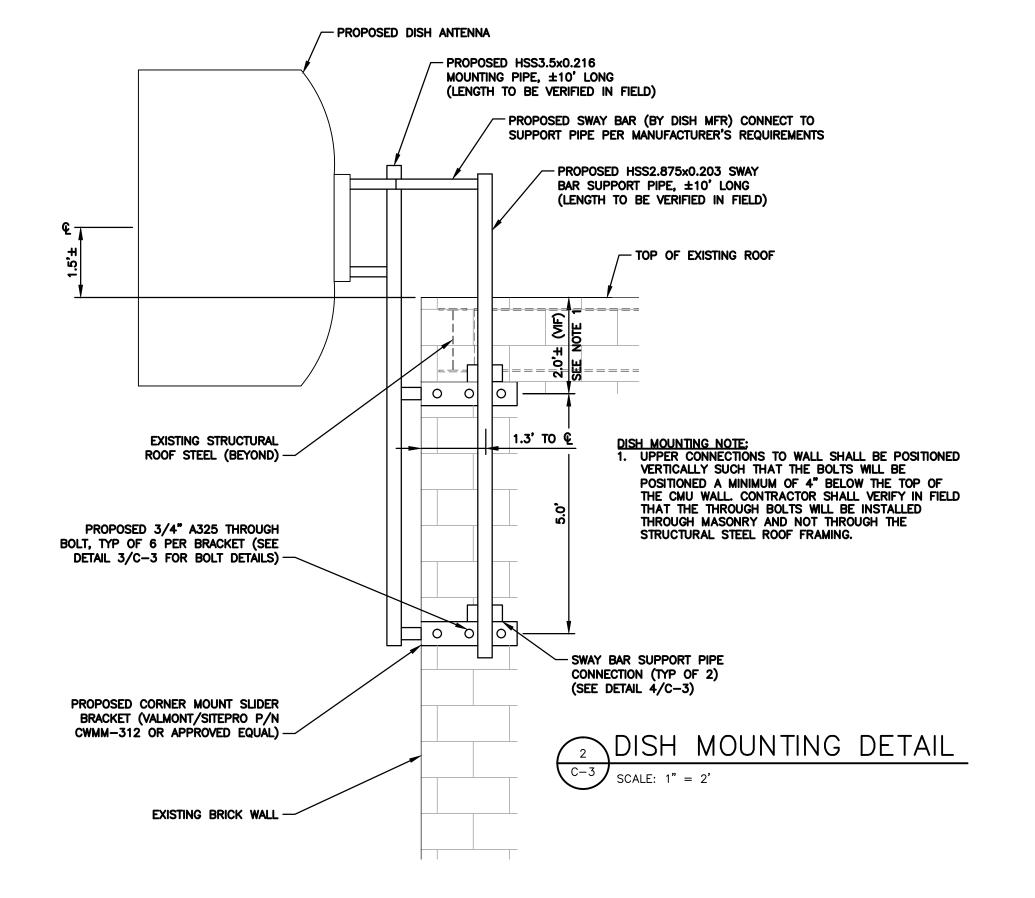
1/2"ø U−BOLT (TYP)

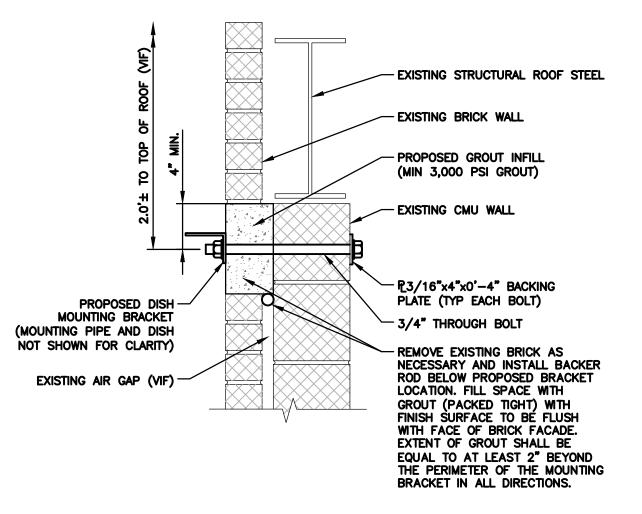
\_\_1/2"ø U\_BOLT (TYP)

- EXISTING I-BEAM







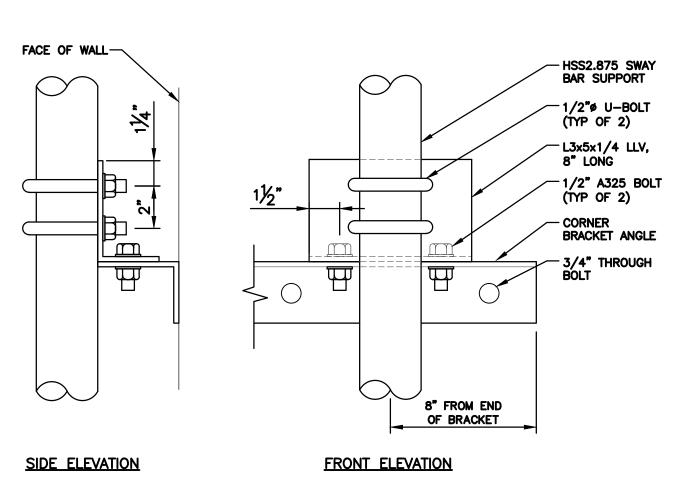


THROUGH BOLT DETAIL

SCALE: NTS

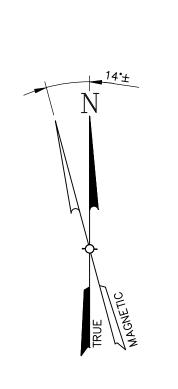
1. THROUGH BOLTS WITH BACKING PLATES (AS SHOWN IN DETAIL 3/C-3) SHALL BE USED TO THE GREATEST EXTENT POSSIBLE. IN THE EVENT THROUGH BOLTING IS NOT FEASIBLE, EXPANSION ANCHORS MAY BE USED AT THE ENGINEER'S DIRECTION. CONTRACTOR TO CONTACT ENGINEER PRIOR TO BOLT INSTALLATION. EXPANSION ANCHORS SYSTEM SHALL BE

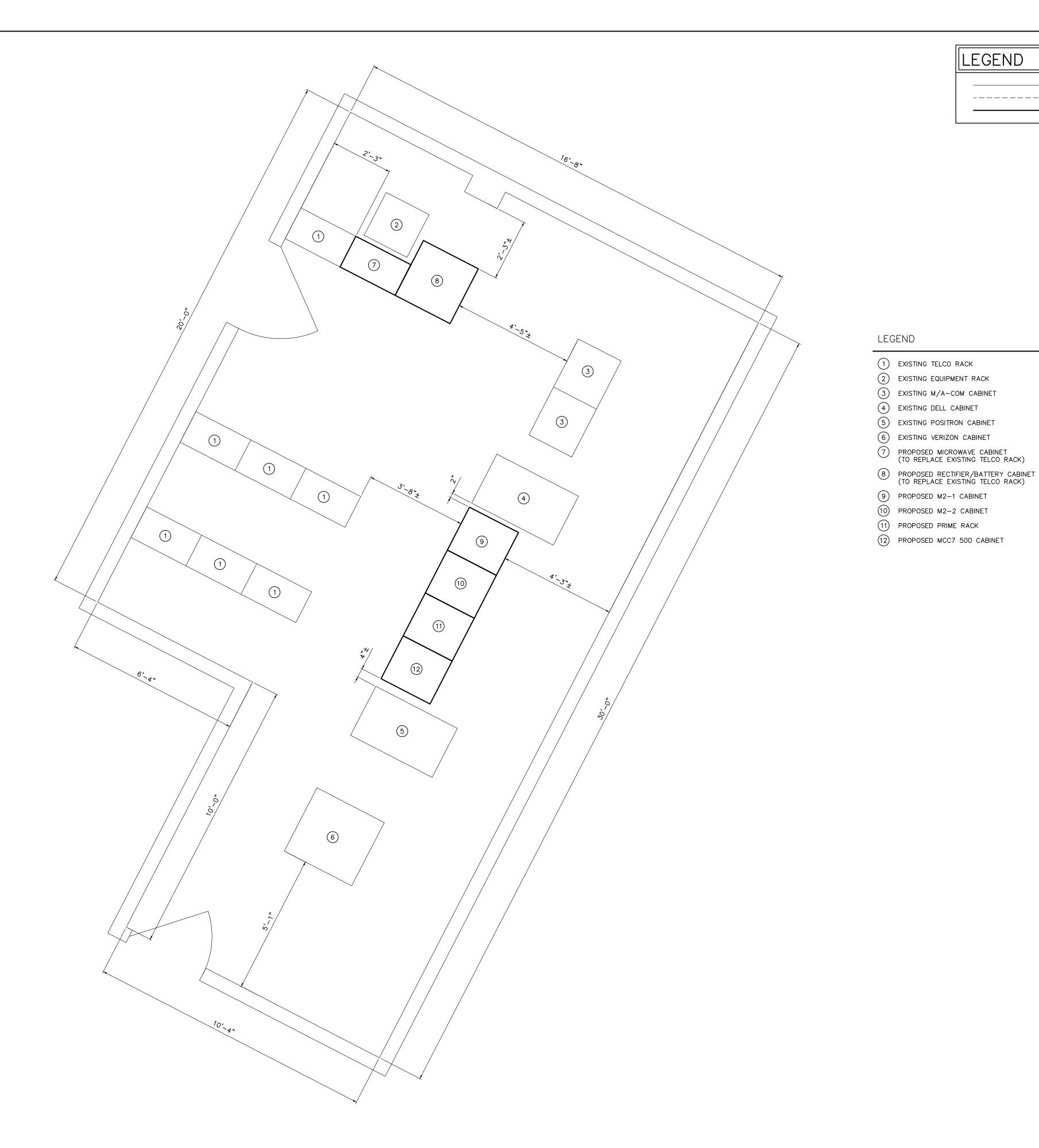
3/4" RODS WITH HILTI HIT HY-20 ANCHOR SYSTEM WITH 2" MIN. EMBEDMENT INTO MASONRY.



SWAY BAR CONNECTION

SCALE: NTS





LEGEND

-----

EXISTING EQUIPMENT EXISTING EQUIPMENT TO BE REMOVED PROPOSED EQUIPMENT

7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932

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NO. DATE ISSUE 0 | 4/30/12 | FOR COMMENT 6/7/12 REVISED DISH ANTENNA 6/12/12 PER COMMENTS

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ORIGINAL SIZE IN INCHES
SITE INFORMATION

LEWIS PSB 702 STOWERSVILLE RD TOWN OF LEWIS ESSEX COUNTY NY 12950

SHEET TITLE

EQUIPMENT ROOM DETAIL PLAN

SHEET NUMBER

ROOM A117 DETAIL PLAN

SCALE: 1" = 2'

#### **Attachment L – Terry Mountain Structural Analysis**

Provided electronically as Attachment L of this RFP is *Terry Mountain Structural Analysis*.pdf



#### **REPORT 145304**

DATE: 6/27/2011

#### RIGOROUS STRUCTURAL ANALYSIS

FOR A G-7 GUYED TOWER

PLATTSBURGH, NY

PREPARED BY:

AP

APPROVED: AP 6/30/2011

CHECKED BY:

TL

Rev A:



Date	Pages	Remarks
10/16/11	4-7	RevA: Re:geotech report; revised Sects D, F, G.

#### STAINLESS LLC Table of Contents

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T INII	EAD ADDIDTENIANCES



Rev.	Date	. Description
Α	10/16/11	Re:geotech report: revised Sects D. F. G.

#### A. <u>AUTHORIZATION/PURPOSE</u>

As authorized by Daniel Palmer of Essex County Government, NY, a structural analysis was performed to investigate the adequacy of a G-7 guyed tower on Terry Mountain, 1159 Peasleeville Road in Clinton County, NY to support specified equipment.

#### B. TOWER HISTORY

The tower was originally designed and furnished in 1962 by Stainless, Inc. The tower was designed in accordance with EIA specifications for a wind load of 50 psf with no ice to support the following equipment:

- 1. One (1) top mounted RCA TF-6BM TV antenna, fed by two (2) 3-1/8" rigid coax.
- 2. One (1) 8' x 12' reflector at the 800' level.
- 3. One (1) side mounted RCA TF-3EM TV antenna at the 400' level.
- 4. One (1) lighting system with circuits including deicer circuits contained within one (1) 2" conduit for the full height of the tower.
- 5. One (1) inside climbing ladder for the full height of the tower.
- ❖ In 1997, the tower was modified by Stainless, Inc. per Report 145303. The modifications consisted of the following:
  - a. Replaced existing guys as follows:

Guy level	Existing guy	New guy
4	1" EHS	1-1/16" A586 Grade 1
2	7/8" EHS	1" EHS
1	3/4" EHS	1" EHS

b. Adjusted guy initial tensions to the following values at  $60^{\circ}$  F:

. Guy level	Tension (kips)
5 (Top)	11.8
4	13.0
3	8.8
2	9.2
1	10.5

c. Installed additional horizontal braces at the midpoints of the following diagonal bracing panels:

Location	No. of bays
758.8` – 833.8'	9
10.0' - 108.8'	12

Rev.	Date	Description
Α	10/16/11	Re:geotech report; revised Sects D, F, G.

d. Replaced existing diagonals with new, higher capacity members at the following diagonal bracing panels:

Location	No. of bays
692.1' – 708.8'	2
317.1' – 325.4'	1
125.4' – 150.4'	3

- In December 2010, the tower was analyzed by North Woods Engineering of Saranac Lake, NY for a wind speed of 70 mph with no ice, and 61 mph with 1/2" of radial ice in accordance with ANSI/TIA/EIA 222-F. The analysis concluded that the tower was inadequate to meet the 222-F Code and tower modifications were recommended. The modifications and proposed equipment have not been installed.
- Stainless LLC has no record of any other modifications to the tower. If there have been other modifications, Stainless LLC should be notified in order to include these modifications in the analysis.

#### C. CONDITIONS INVESTIGATED

The analysis was performed for the tower supporting equipment based upon the following:

- Stainless LLC Proposal P11\_1453\_002 dated 4/7/2011.
- Existing and proposed equipment per Structural Analysis Report, dated December 20, 2010, prepared by North Woods Engineering.
- Tower modification specifications per Essex County Invitation to Bid dated Jan 10, 2011.
- One (1) RFS DA10-59A 10' high performance dish antenna at the 650' level, fed by one (1) EW60. (Proposed, Essex County Emergency)
- 2. One (1) RFS DA8-59A 8' high performance dish antenna at the 620' level, fed by one (1) EW60. (**Proposed, Essex County Emergency**)
- 3. One (1) Bogner BCR10 antenna at the 318' level, fed by one (1) 1-5/8" heliax.
- 4. One (1) Bogner BCR10 antenna at the 300' level, fed by one (1) 1-5/8" heliax.
- 5. One (1) RFS PAD6-59B 6' standard dish antenna at the 275' level, fed by one (1) EW52. (**Proposed, Shared NYSEG**)
- 6. One (1) Celwave PD10017 antenna at the 260' level, fed by one (1) 7/8" heliax.
- 7. One (1) 6' standard dish antenna with radome at the 240' level, fed by one (1) 1-5/8" heliax.
- 8. One (1) RFS DA8-59A 8' high performance dish antenna at the 226' level, fed by one (1) EW60. (**Proposed, Essex County Emergency**)

Rev.	Date	Description
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- 9. One (1) ice shield at the 85' level.
- 10. One (1) 10° standard dish antenna at the 75° level, fed by one (1) EW63.
- 11. One (1) Sinclair SV227 Yagi LMR antenna at the 70' level, fed by one (1) 7/8" heliax. (Proposed, Shared NYSEG)
- 12. One (1) Sinclair SV227 Yagi LMR antenna at the 50' level, fed by one (1) 7/8" heliax. (Proposed, Shared NYSEG)
- 13. One (1) RFS PAD6-65B 6' standard dish antenna at the 43' level, fed by one (1) EW65. (**Proposed, Essex County Emergency**)
- 14. One (1) support conduit to the 650' level. (Proposed)
- 15. One (1) support conduit to the 226' level. (**Proposed**)
- 16. One (1) lighting system with circuits contained within one (1) 2" conduit for the full height of the tower.
- 17. One (1) inside climbing ladder with (**proposed**) safety cable for the full height of the tower.

#### NOTES:

- The existing top mounted VHF-TV and the existing side mounted UHF-TV (at approximately 722' 775') and their associated transmission lines will be removed, and the top span of the tower will also be removed to bring the tower top elevation to approximately 710' (flange elevation) per the Essex County specifications.
- The elevation of the existing 6' dish antenna with radome was revised from 260' in the North Woods Engineering Report to 240' based upon photographic evidence.
- The tower cross section was based upon the cross section in Appendix 3 of the North Woods Engineering Report, and available photographic evidence. The locations of the existing and proposed transmission lines are shown on Page A-3 of this Report. Deviating from the line locations as shown may invalidate the results of this analysis.

#### D. LOADS AND STRESSES

The analysis was performed using the following design parameters in accordance with ANSI/TIA 222-G-2005, <u>Structural Standard for Antenna Supporting Structures and Antennas</u>, including addenda 1 and 2, dated 2007 and 2009 respectively:

- Structure Classification III
- 90 mph basic wind speed with no ice
- 40 mph basic wind speed with 3/4" design ice thickness
- Exposure Category C
- Topographic Category 1
- 0.77 maximum earthquake spectral response acceleration at short periods (Ss)
- Earthquake Site Class D

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Α	10/16/11	Re:geotech report; revised Sects D, F, G.

Allowable unit stresses and minimum safety factors used to evaluate the adequacy of the structure were also in accordance with this Standard.

According to the 222-G code, special ice regions may exist within Clinton County where the tower is located, and local jurisdictions may require higher wind speeds and/or ice thicknesses to account for local wind on ice conditions. Stainless LLC has not been advised of any special icing requirement. Based upon the wind with ice maps in 222-G, the tower was determined to be in the region of 3/4" design ice thickness. For a Class III structure, an importance factor of 1.25 is applied to the design ice thickness, in addition to the increase of the ice thickness with height of the tower.

Based upon the local topography of the tower site, it was determined that there are no wind speed-up effects on the tower.

#### E. <u>METHOD OF ANALYSIS</u>

The analysis was performed using Stainless LLC's <u>Beam-Column Analysis Program</u>, a computer operation which idealizes the tower as a continuous beam-column on non-linear, elastic supports (guys) subject to simultaneous transverse (wind) and axial (dead, ice and vertical components of guy tensions) loads.

#### F. RESULTS

The results of the analysis show the following overstresses:

<u>COMPONENT</u>	<u>LOCATION</u>	% OVERSTRESSED	
Tower legs	633.8'-658.8'	14	
Tower legs	608.8'-633.8'	19	
Tower legs	583.8'-608.8'	17	
Diagonals	683.8'-708.8'	21	
Diagonals			
Diagonals 633.8'-658.8'		21 6	
Horizontals	658.8'-683.8'	18	
Horizontals	633.8'-658.8'	4	
Leg flanges	633.8'	31	
Leg flanges	608.8'	41	
Leg flanges	583.8	26	
Bearing pressure	Base foundation		

Rev.	Date	Description
Α	10/16/11	Re:geotech report; revised Sects D. F. G.

#### G. CONCLUSIONS AND RECOMMENDATIONS

Based on the preceding results, the following conclusions may be drawn:

- 1. The tower with equipment as specified in Section C is not adequate to achieve a basic wind speed of 90 mph with no ice and 40 mph with 3/4" radial ice in accordance with ANSI/TIA 222-G for Scheme 1 (710' overall height).
- 2. In order to achieve a basic wind speed of 90 mph with no ice and 40 mph with 3/4" radial ice in accordance with ANSI/TIA 222-G for Scheme 1, the following modifications are required:
  - a. Adjust guy initial tensions to the following values at  $60^{\circ}$  F:

Guy Level	Tension (kips)	
4 (Top)	12.5	
3	10.5	
2	9.4	
1	10.5	

b. Install additional horizontal sub-bracing at the midpoints of the following bays:

Location	No. of bays
575.4' – 658.8'	10

c. Replace existing diagonal braces with new, higher capacity members at the following bays:

Location	No. of bays
650.4' – 692.1'	5

d. Replace existing horizontal braces with new, higher capacity members at the following levels:

Location	No. of levels
658.8' – 683.8'	4

- e. (Paragraph deleted)
- f. Reinforce existing leg flanges by welding stiffener plates at the 583.8', 608.8' and 633.8' levels.
- 3. If overall height is not a restriction, an alternative Scheme 2 is to keep a cantilever portion of tower above the topmost fourth guy level for an overall height of 760°. The climbing ladder, lighting conduit and portions of the unused 3° and 4° rigid lines will be retained in this cantilever span. The purpose is to provide counterbalancing loads to reduce the bending in the top span in order to avoid field welding on the leg flanges and sub-bracing the legs. Based upon this scheme, the modifications to achieve a basic wind speed of 90 mph with no ice and 40 mph with 3/4° radial ice in accordance with ANSI/TIA 222-G are as follows:

Rev.	Date	Description
Α	10/16/11	Re:geotech report; revised Sects D, F, G.

a. Adjust guy initial tensions to the following values at  $60^{\circ}$  F:

Guy Level	Tension (kips)	
4 (Top)	12.5	
3	11.3	
2	9.4	
1	10.8	

b. Replace existing diagonal braces with new, higher capacity members at the following bays:

Location	No. of bays
650.4' – 692.1'	5

c. Replace existing horizontal braces with new, higher capacity members at the following levels:

Location	No. of levels
658.8' - 683.8'	- 4

- d. (Paragraph deleted)
- 4. The following table shows a comparison of the original foundation loads and the calculated loads from this analysis before and after the proposed modifications.

		Original load (service) (kips)	Load, Scheme 1 (factored) (kips)	Load, Scheme 2 (factored) (kips)
Base	Down Load	327	589	606
Foundation	Shear	Unknown	2.2	2.4
Inner	Uplift	58.4	95.3	92.4
Anchor	Horizontal	63.1	109.9	107.2
Outer	Uplift	57.3	34.0	41.6
Anchor	Horizontal	47.7	34.6	41.8

- 5. Under the 222-G Code, design ice thicknesses have increased compared to the previous Revision F. In addition, the thickness of ice is also to be increased with height of tower above ground. As noted in Section D above, an additional importance factor of 1.25 was applied to the ice thickness since this tower must provide essential communications and is therefore considered to be a Class III structure under the 222-G Code. However, based upon the results from the geotechnical investigation by TECTONIC, the base foundation for both proposed modification schemes are still adequate to support the increased base load from the ice loading.
- 6. The following assumptions have been made to complete the analysis:
  - The welded connection between the anchor head plate and the 4 grouted anchor rods is adequate to develop the resultant load from the attached guy wires. Weld strength is taken as 70 ksi.

Rev.	Date	Description
Α	10/16/11	Re:geotech report; revised Sects D, F, G.

- The horizontal lateral thrust from the anchors is resisted totally by the passive strength of the rock shear keys and base friction, while the grouted rods resist the uplift force.
- The yield strength of the grouted anchor rods is 36 ksi.
- The bond between the grout and anchor rods is adequate to develop the full tensile strength of the rods.
- 7. The welded connection between the anchor plate and the 4 embedded tie rods could not be checked due to lack of original fabrication details. However, assuming a minimal 3/16" weld, the length of weld needed was determined to be only about 4-1/4" per rod which is fairly short. Secondly, the calculated resultant load at the inner anchors is less than the tensile strength of the rods. Connections are usually designed to develop the full strength of the member(s) connected to them. Hence it can reasonably be concluded that the welds are sufficient to resist the calculated resultant load. Lastly, the guy foundations have performed well over the years since initial installation in 1962 with no documented record of any distress. Based on these reasons, Stainless LLC is of the opinion that the head plate connections are adequate.

#### (Paragraph deleted)

The actual bond strength of the original grout is unknown. However, the Precast/Prestressed Concrete Institute (PCI) Manual recommends a value of 1.2 ksi for the ultimate bond stress between rebar and grout irrespective of the type of grout used. Conservatively using half of this value and neglecting the top 2' of grouted length, the bond was determined to be adequate to develop the tensile strength of the rods, assuming a common steel yield strength of 36 ksi. The outer anchors are adequate since the calculated factored loads are less than the original service level loads.

- 8. (Paragraph deleted)
- 9. Subsequent to the original report, a site-specific geotechnical investigation was performed by TECTONIC and results presented in their report dated 9/30/2011 and emails dated 10/12/2011 and 10/14/2011. The tower foundations were reviewed and determined to be adequate based upon the recommendations of TECTONIC's recommendations. This feasibility analysis is updated to a rigorous analysis.

#### H. PROVISIONS OF ANALYSIS

The analysis performed and the conclusions contained herein are based on the assumption that the tower has been properly installed and maintained, including, but not limited to the following:

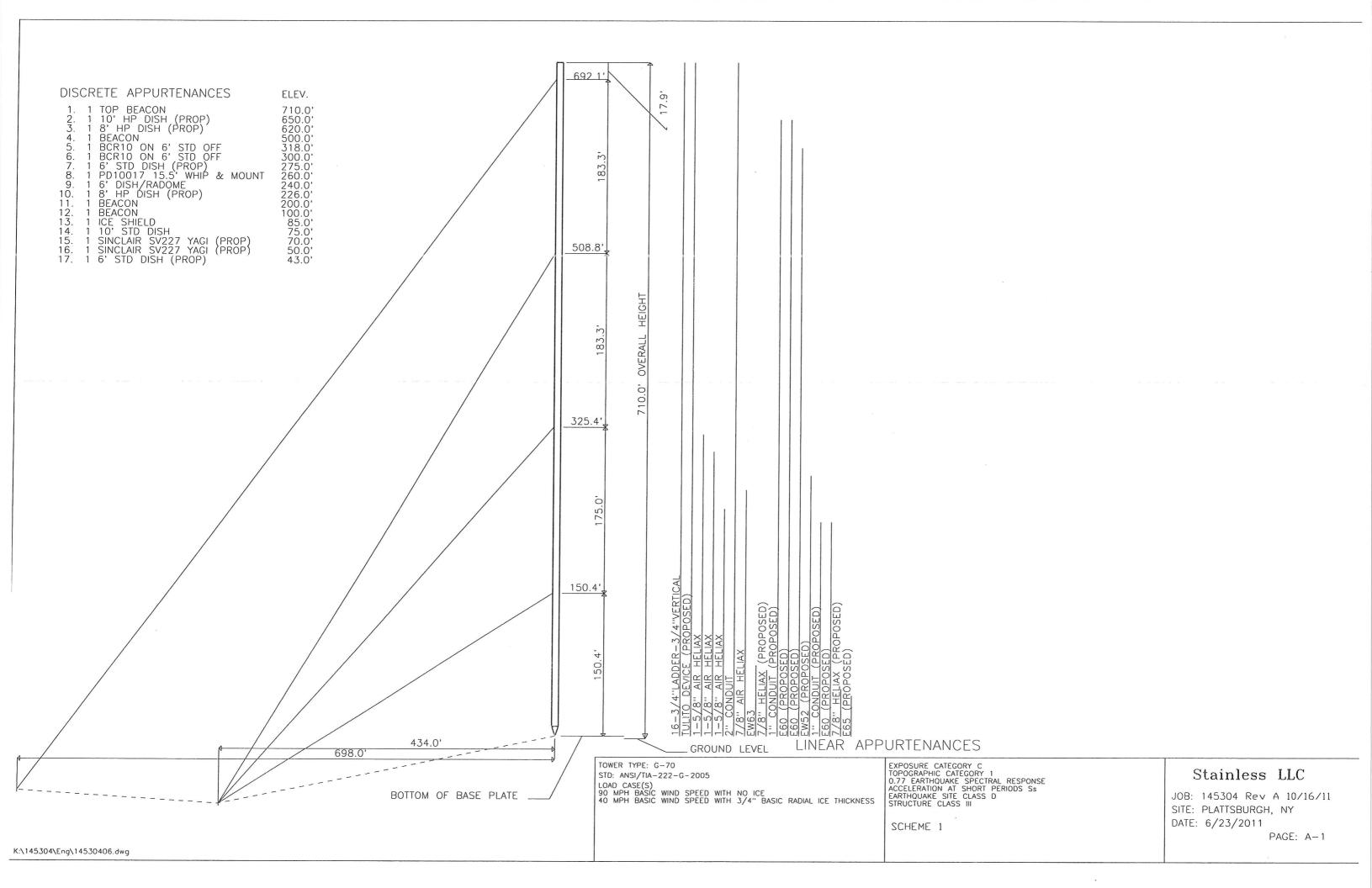
- 1. Proper alignment and plumbness.
- 2. Correct guy tensions.
- 3. Correct bolt tightness.
- 4. No significant deterioration or damage to any component.

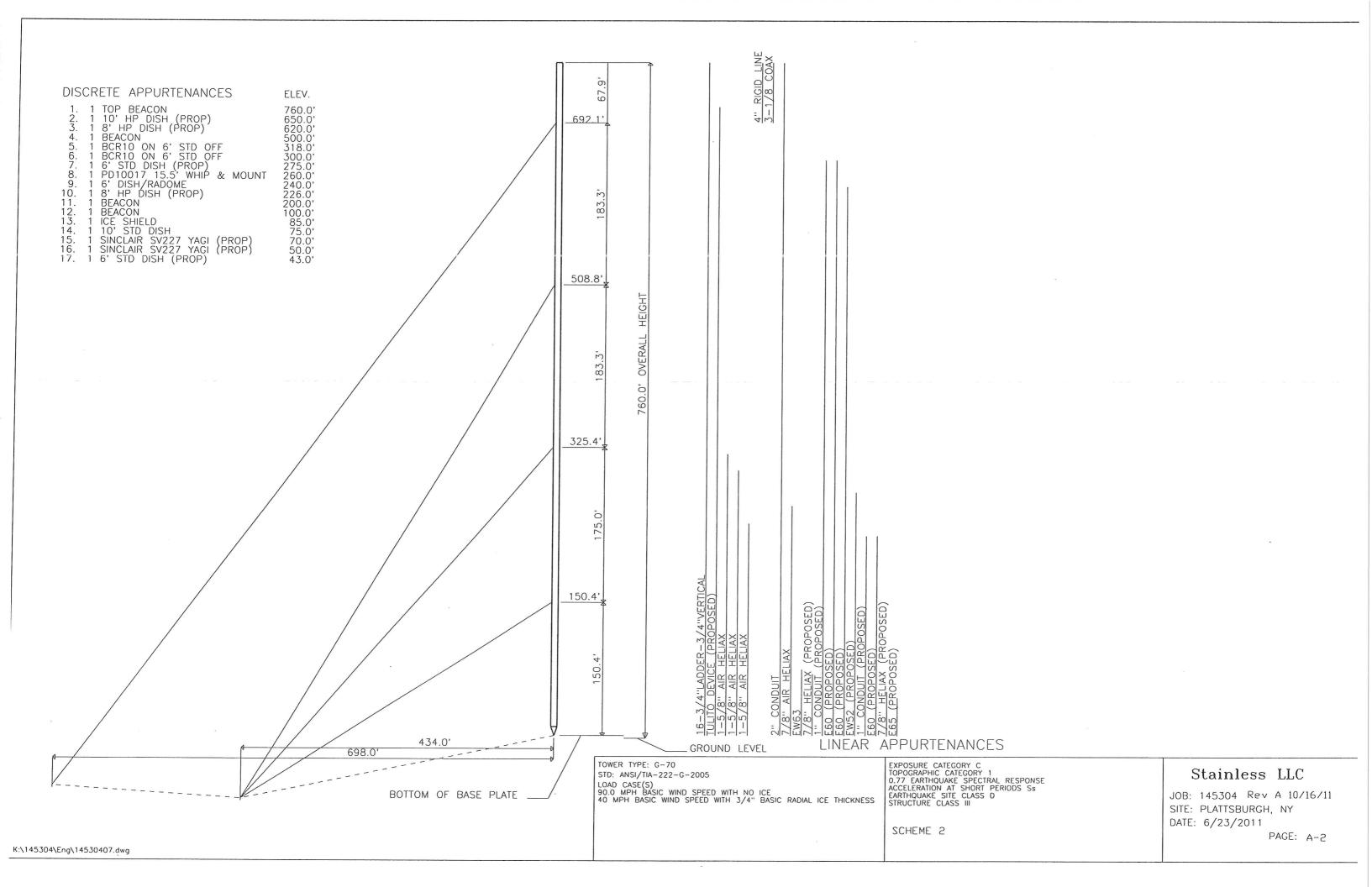
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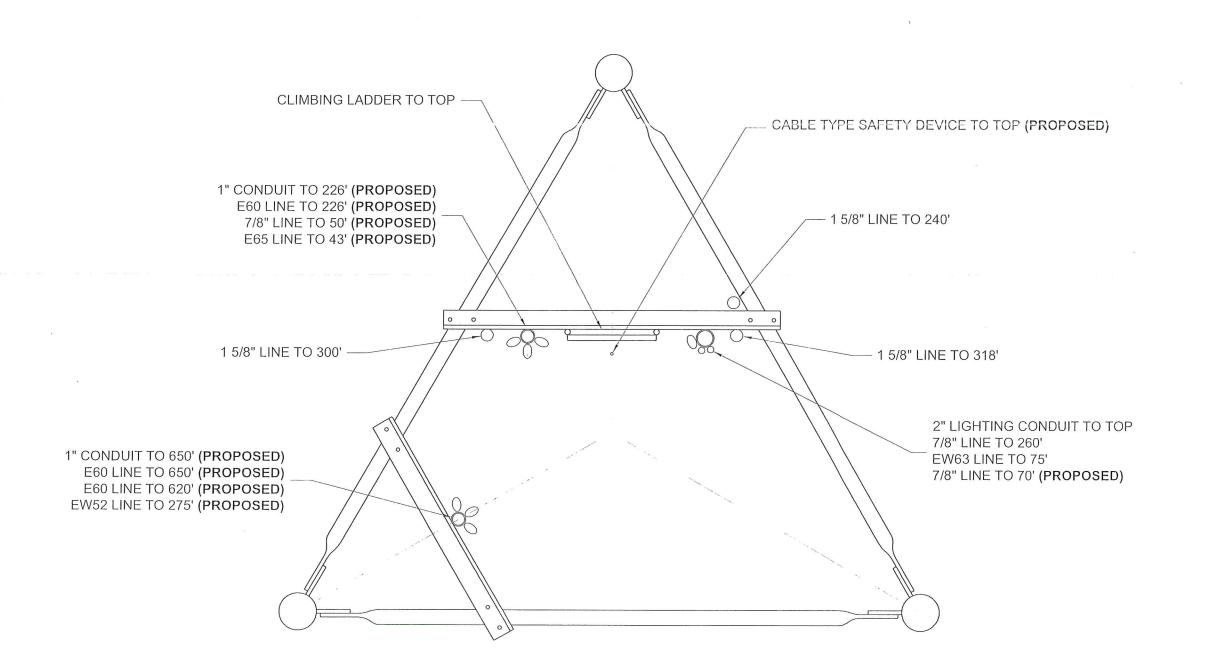
Furthermore, the information and conclusions contained in this Report were determined by application of the current "state-of-the-arts" engineering and analysis procedures and formulae, and Stainless LLC assumes no obligations to revise any of the information or conclusions contained in this Report in the event that such engineering and analysis procedures and formulae are hereafter modified or revised. In addition, under no circumstances will Stainless LLC have any obligation or responsibility whatsoever for or on account of consequential or incidental damages sustained by any person, firm or organization as a result of any information or conclusions contained in the Report, and the maximum liability of Stainless LLC, if any, pursuant to this Report shall be limited to the total funds actually received by Stainless LLC for preparation of this Report.

Customer has requested Stainless LLC to prepare and submit to Customer an engineering analysis with respect to the Subject Tower and has further requested Stainless LLC to make appropriate recommendations regarding suggested structural modifications and changes to the Subject Tower. In making such request of Stainless LLC, Customer has informed Stainless LLC that Customer will make a determination as to whether or not to implement any of the changes or modifications which may be suggested by Stainless LLC and that Customer will have any such changes or modifications made by riggers, erectors and other subcontractors of Customer's choice.

Customer hereby agrees and acknowledges that Stainless LLC shall have no liability whatsoever to Customer or to others for any work or services performed by any persons other than Stainless LLC in connection with the implementation of any structural changes or modifications recommended by Stainless LLC including but not limited to any services rendered for Customer or for others by riggers, erectors or other subcontractors. Customer acknowledges and agrees that any riggers, erectors or subcontractors retained or employed by Customer shall be solely responsible to Customer and to others for the quality of work performed by them and that Stainless LLC shall have no liability or responsibility whatsoever as a result of any negligence or breach of contract by any such rigger, erector or subcontractor.







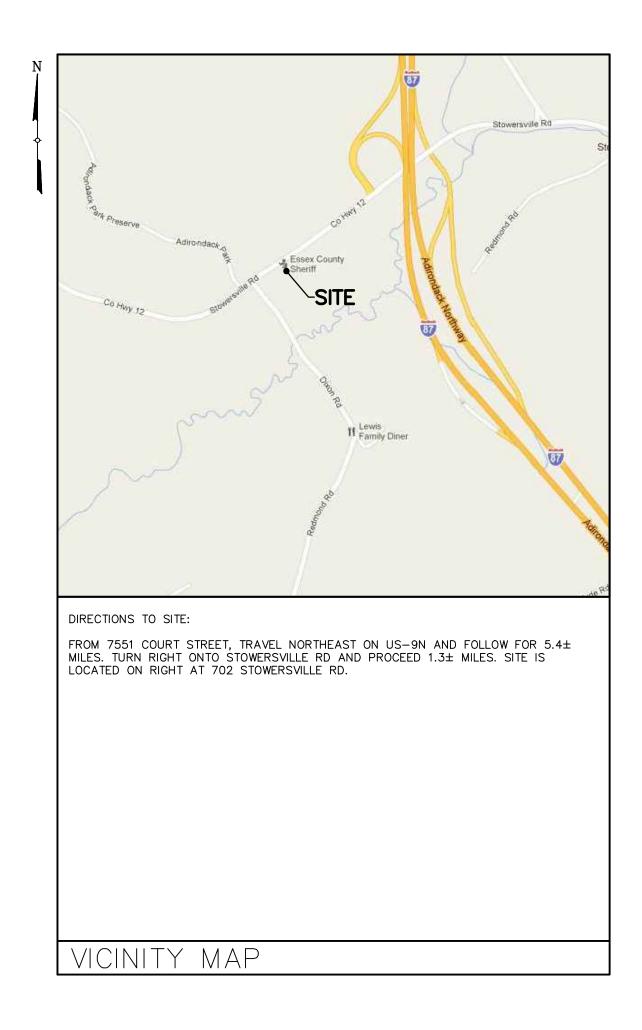
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#### **Attachment M – Lewis PSB Antenna Wall Mount**

Provided electronically as Attachment M of this RFP is Lewis PSB CD-Building Wall Mount.pdf

## ESSEX COUNTY PUBLIC SAFETY REMOTE COMMUNICATIONS PROJECT

## SITE NAME: LEWIS PSB

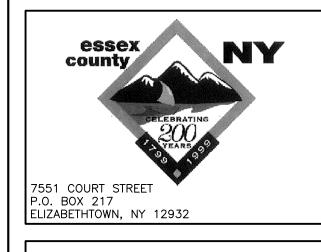


SITE NAME:	LEWIS PSB
SITE ADDRESS:	702 STOWERSVILLE RD LEWIS, NY 12950
MUNICIPALITY:	TOWN OF LEWIS
COUNTY:	ESSEX COUNTY
TAX MAP NUMBER:	47.2-1-30.11
STRUCTURE COORDINATES:	N 44° 16' 56" W 73° 32' 11"
GROUND ELEVATION:	500'± AMSL
PROPERTY OWNER:	ESSEX COUNTY 7551 COURT STREET ELIZABETHTOWN, NY 12932
APPLICANT:	ESSEX COUNTY 7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932
CONTACT PERSON:	DONALD JAQUISH DIRECTOR/FIRE COORDINATOR ESSEX COUNTY EMERGENCY SERVICES 702 STOWERSVILLE RD P.O. BOX 30 LEWIS, NY 12950
CONTACT PHONE:	(518) 873-3901
PUBLIC SAFETY BUILDING LOCATE FOOT DIAMETER MICROWAVE DISH ONE (1) 5.5-FOOT LAND MOBILE	ON THE ROOF OF THE EXISTING ESSEX COUNTY D IN THE TOWN OF LEWIS, ESSEX COUNTY: ONE (1) TO BE MOUNTED ON A NEW WALL PIPE MOUNT ANI RADIO WHIP ANTENNA TO BE MOUNTED ON THE TED EQUIPMENT WILL BE INSTALLED INSIDE THE

FNOULCT SUMMANT					
Before You Dig, Drill Or Blast!					
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UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION					
CALL US TOLL FREE 1-800-962-7962					
NY industrial code rule 753 requires no less than two working days notice, but not more than ten days notice.					
DIG SAFELY - NEW YORK					

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C-2 C-3	ELEVATION, DETAILS & NOTES	2 2	6/12/12 6/12/12		
C-4	EQUIPMENT ROOM DETAIL PLAN	2	6/12/12		
A-101	PARTIAL ROOF & ROOF FRAMING PLANS & DETAILS	0	3/30/12		
E-101	ROOF ELECTRICAL PLAN	0	3/30/12		
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	S SET OF PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL ITEMS				

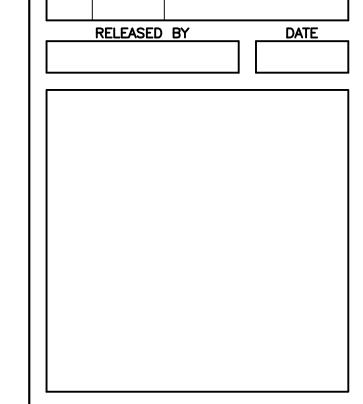
THESE DRAWINGS ARE FORMATTED FOR 24"X36". OTHER SIZED VERSIONS ARE NOT PRINTED TO THE SCALE SHOWN. CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.



**TECTONIC** Engineering & Surveying Consultants P 36 British American Blvd., Suite 101 Latham, NY 12110 Fax: (518) 783-1544

DESIGN APPROV	/AL
PRELIMINARY/CONSTRUCTION	
RF ENG	DATE:
EQPT. ENG	DATE:
OPERATIONS	DATE:
CONST. MGR	DATE:
NETWORK ENG	DATE:
REAL ESTATE	DATE:
WORK ORDER NUMBER	DRAWN B

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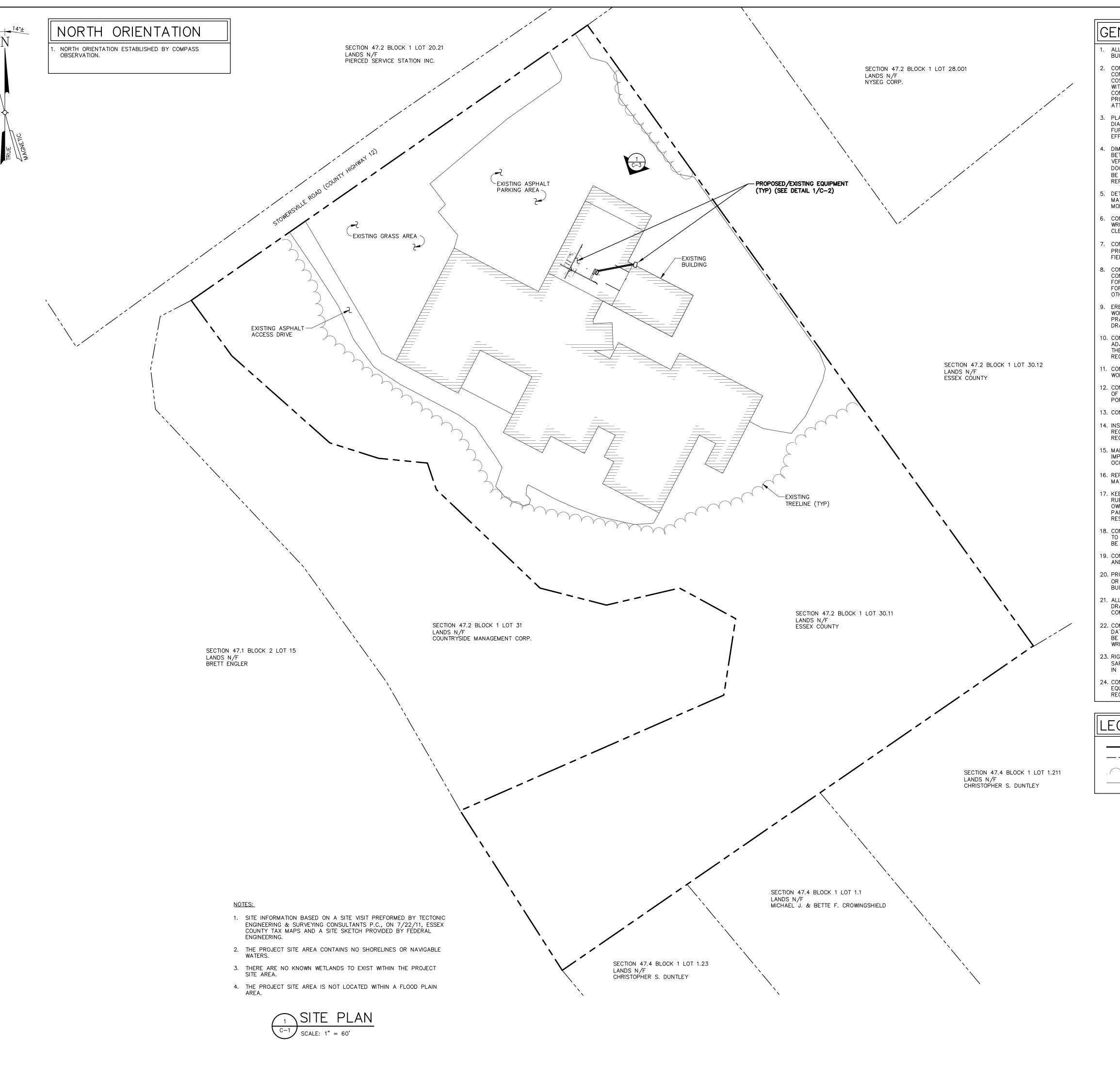
UNAUTHORIZED ALTERATION OR ADDITIONS TO A PLAN BEARING THE SEAL OF A LICENSED ENGINEER OR LAND SURVEYOR IS A VIOLATION OF SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS DOCUMENT WITHOUT A FACSIMILE OF THE SIGNATURE AND AN ORIGINAL EMBOSSED SEAL OR ORIGINAL STAMP IN BLUE OR RED INK OF THE PROFESSIONAL ENGINEER OR LAND SURVEYOR SHALL NOT BE CONSIDERED VALID COPIES. ORIGINAL SIZE IN INCHES

SITE INFORMATION LEWIS PSB 702 STOWERSVILLE RD TOWN OF LEWIS

ESSEX COUNTY NY 12950

SHEET TITLE TITLE SHEET

SHEET NUMBER



#### GENERAL NOTES

- 1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE NEW YORK STATE BUILDING CODE, AND ALL OTHER APPLICABLE CODES AND ORDINANCES.
- 2. CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND MAKE PROVISIONS AS TO THE COST THEREOF. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
- 3. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS OTHERWISE NOTED. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO EFFECT ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- 4. DIMENSIONS SHOWN ARE TO FINISH SURFACES, UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS. SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS AND/OR DESIGN INTENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE OWNER'S AUTHORIZED REPRESENTATIVE OR THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- 5. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
- 6. CONTRACTOR SHALL RECEIVE CLARIFICATION IN WRITING, AND SHALL RECEIVE IN WRITING AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEMS NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
- 7. CONTRACTOR SHALL NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE OF ALL PRODUCTS OR ITEMS NOTED AS "EXISTING" WHICH ARE NOT FOUND TO BE IN THE FIELD.
- 8. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING THE BEST CONSTRUCTION SKILLS AND ATTENTION. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES, AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER CONTRACT, UNLESS OTHERWISE NOTED.
- 9. ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMEN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.
- 10. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK AREA, ADJACENT AREAS, AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS.
- 1. CONTRACTOR SHALL COORDINATE HIS WORK AND SCHEDULE HIS ACTIVITIES AND WORKING HOURS IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER.
- 12. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS WORK WITH THE WORK OF OTHERS AS IT MAY RELATE TO RADIO EQUIPMENT, ANTENNAS AND ANY OTHER PORTIONS OF THE WORK.
- 13. CONTRACTOR SHALL MAINTAIN LIABILITY INSURANCE TO PROTECT THE OWNER.
- 14. INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
- 15. MAKE NECESSARY PROVISIONS TO PROTECT EXISTING SURFACES, EQUIPMENT, IMPROVEMENTS, PIPING, ANTENNA AND ANTENNA CABLES. REPAIR ANY DAMAGE THAT OCCURS DURING CONSTRUCTION.
- 16. REPAIR ALL EXISTING SURFACES DAMAGED DURING CONSTRUCTION SUCH THAT THEY MATCH AND BLEND WITH ADJACENT SURFACES.
- 17. KEEP CONTRACT AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS AND RUBBISH. EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OF THE OWNER SHALL BE REMOVED. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ITEMS UNTIL COMPLETION OF CONSTRUCTION.
- 18. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ATTENTION OF THE ENGINEER.
- 19. CONTRACTOR SHALL SECURE ALL NECESSARY BUILDING PERMITS AND INSPECTIONS
- 20. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A/10-BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE BUILDOUT AREA DURING CONSTRUCTION.
- 21. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS AND OTHER DOCUMENTATION SHALL BE TURNED OVER TO OWNER AT COMPLETION OF CONSTRUCTION.
- 22. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF ACCEPTANCE BY OWNER. ANY WORK, MATERIALS, OR EQUIPMENT FOUND TO BE DEFECTIVE DURING THAT PERIOD SHALL BE CORRECTED IMMEDIATELY UPON WRITTEN NOTIFICATION AT NO ADDITIONAL COST TO OWNER.
- 23. RIGGING OPERATIONS SHALL BE DONE IN ACCORDANCE WITH STATE AND FEDERAL SAFETY REGULATIONS (OSHA). TECTONIC AND THE OWNER SHALL BE HELD HARMLESS IN THE EVENT THE CONTRACTOR DOES NOT FOLLOW SUCH SAFETY REGULATIONS.
- 24. CONTRACTOR SHALL PROVIDE ACCESS TO THE SITE AND ASSIST THE RADIO EQUIPMENT VENDOR AND THE ANTENNA INSTALLATION CONTRACTOR AS THEY MAY

#### LEGEND

\_\_\_\_\_

EXISTING PROPERTY LINE
ADJOINING PROPERTY LINE

 CONTRACTOR SHALL NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT TELEPHONE NUMBER 1-800-962-7962 PRIOR

• CONTRACTOR TO LOCATE AND VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO EXCAVATION

UTILITIES MUST BE DONE BY HAND EXCAVATION METHODS

ALL EXCAVATION WORK WITHIN 36" OF EITHER SIDE OF UNDERGROUND

TO EXCAVATION AT SITE

EXISTING TREE LINE

EXISTING EDGE OF PAVEMENT

essex county

7551 COURT STREET
P.O. BOX 217

ELIZABETHTOWN, NY 12932

www.tectonicengineering.com

TECTONIC : PLANNING : ENGINEERING : SURVEYING : SURVEYING : CONSTRUCTI MANAGEMEN

TECTONIC Engineering & Surveying Consultants P.C 36 British American Blvd., Suite 101
Latham, NY 12110
Phone: (518) 783-1630
Fax: (518) 783-1544

#### DESIGN APPROVAL

<u> </u>	<del> </del>
PRELIMINARY/CONSTRUCTION	
RF ENG.	DATE:
EQPT. ENG	DATE:
OPERATIONS	DATE:
CONST. MGR	DATE:
NETWORK ENG	DATE:
REAL ESTATE	DATE:

WORK ORDER NUMBER
5932.03

SLL

 NO.
 DATE
 ISSUE

 0
 4/30/12
 FOR COMMENT

 1
 6/7/12
 REVISED DISH ANTENNA

 2
 6/12/12
 PER COMMENTS

RELEASED BY

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ORIGINAL SIZE IN INCHES

SITE INFORMATION

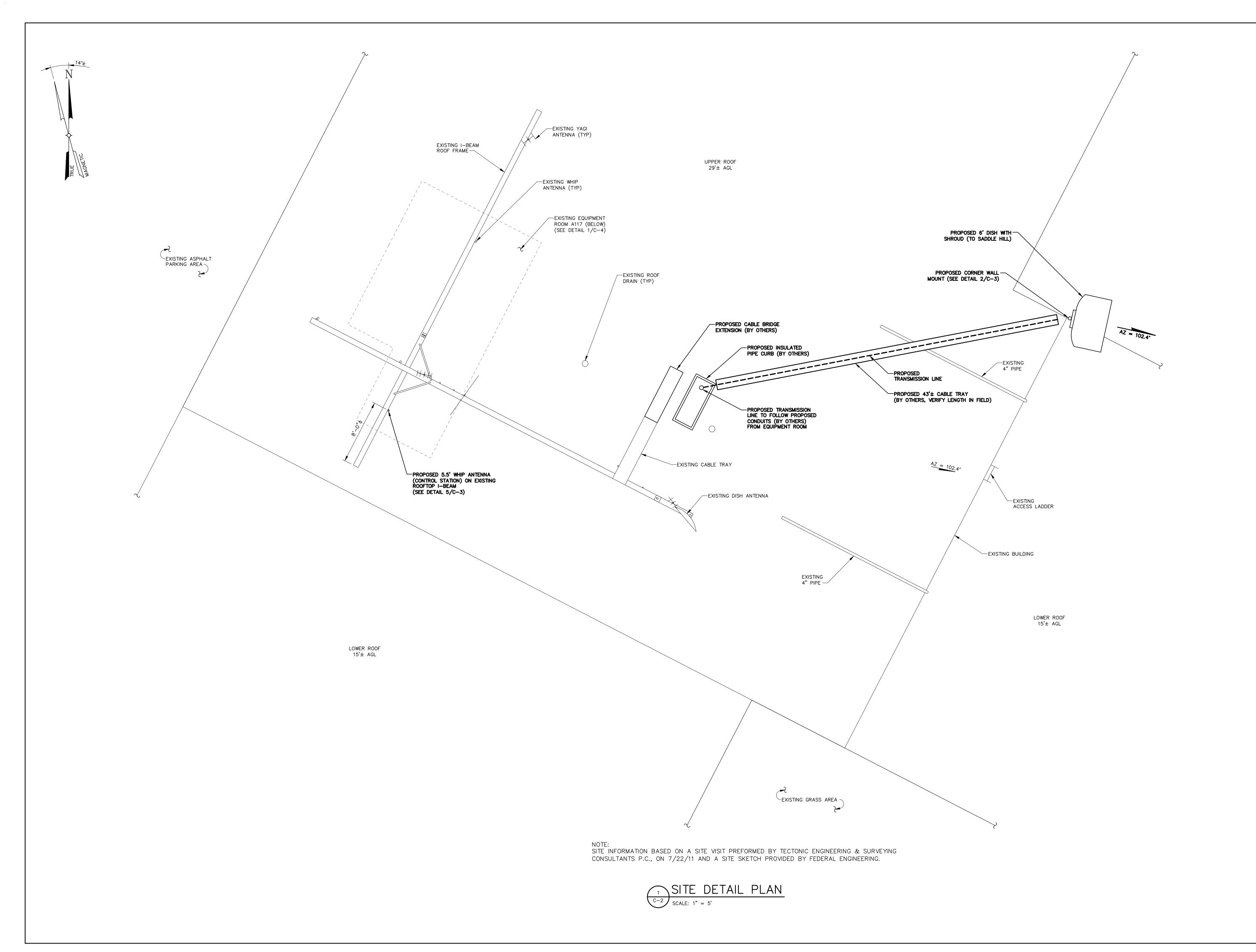
LEWIS PSB
702 STOWERSVILLE RD
TOWN OF LEWIS
ESSEX COUNTY
NY 12950

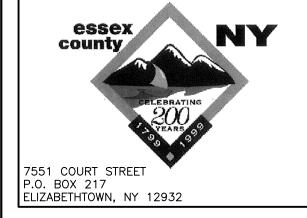
SHEET TITLE

SITE PLAN & NOTES

SHEET NUMBER

C-1





TECTONIC : PLANNING : ENGINEERING : SURVEYING : CONSTRUCT MANAGEMEN

TECTONIC Engineering & Surveying Consultants P.C. 36 British American Blvd., Suite 101
Latham, NY 12110
Phone: (518) 783-1630
Fax: (518) 783-1544

PRFLIMINARY/CONSTRUCTION

PRELIMINARY/CONSTRUCTION

RF ENG. DATE: DA

WORK ORDER NUMBER

5932.03

NO. DATE ISSUE

NO. DATE ISSUE

0 4/30/12 FOR COMMENT

1 6/7/12 REVISED DISH ANTENNA

2 6/12/12 PER COMMENTS

RELEASED BY DA

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ORIGINAL SIZE IN INCHES

SITE INFORMATION

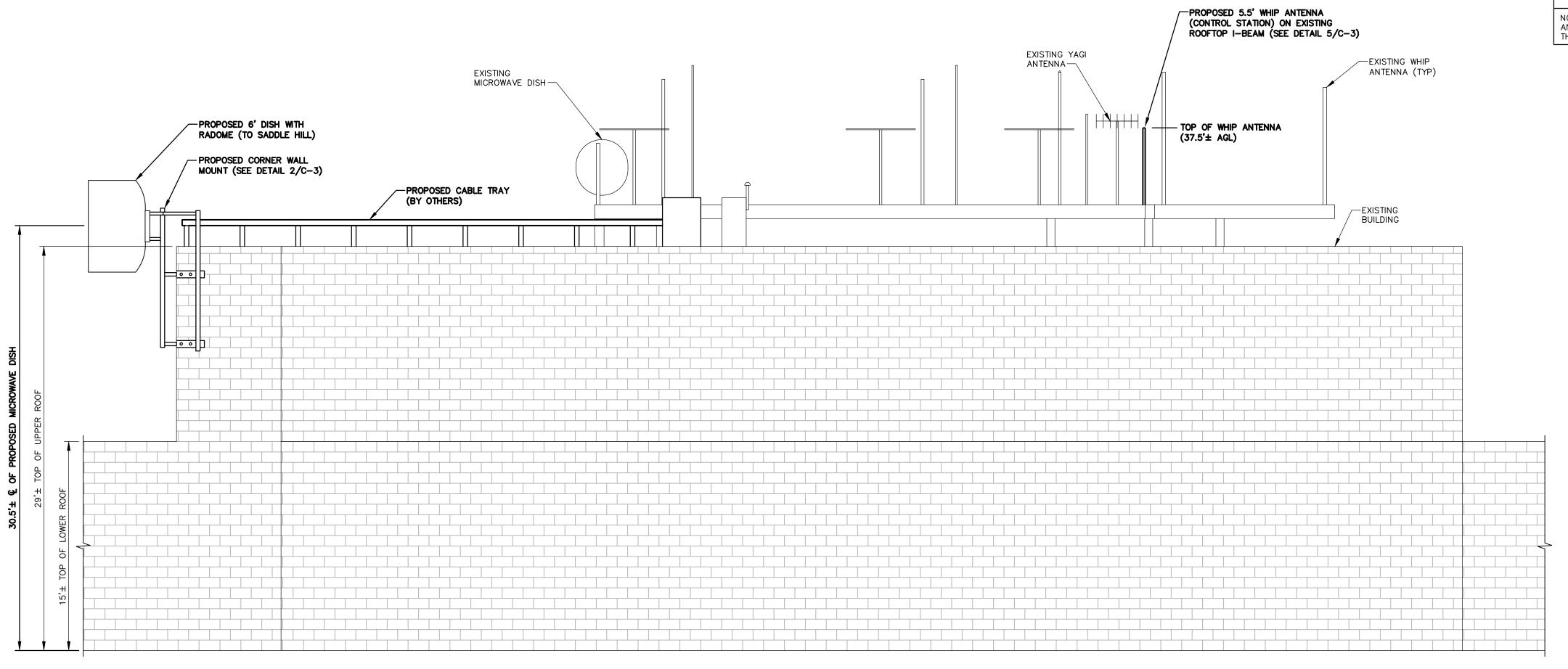
LEWIS PSB
702 STOWERSVILLE RD
TOWN OF LEWIS
ESSEX COUNTY
NY 12950

SHEET TITLE

SITE DETAIL PLAN

SHEET NUMBER

C-2



ANTENNA AND TRANSMISSION LINE SCHEDULE ANTENNA ANTENNA DATA AZIMUTH **ANTENNA** TRANSMISSION HEIGHT LINE 6'ø RFS DA6-59BC HIGH 6' DISH 102.4° 30.5'± € (AGL) RFS-E60 PERFORMANCE MICROWAVE DISH 5.5' MOTOROLA SC225 CONTROL STATION N/A 37.5'± TIP (AGL) LDF4 WHIP ANTENNA

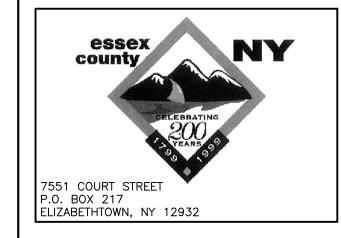
ANTENNA AND TRANSMISSION LINE SCHEDULE BASED ON AN RF ANTENNA DESIGN SHEET-DATA RECEIVED FROM THE RF ENGINEER.

# ANTENNA MOUNTING NOTES

- THE DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO ANSI/TIA-222-G "STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS", THE BUILDING CODE OF NEW YORK STATE (CURRENT EDITION) AND ALL OTHER APPLICABLE LOCAL, STATE, AND FEDERAL CODES.
- ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
- ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
- DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.

DESIGN OF THE ANTENNA MOUNTING BRACKETS, SUPPORTS, AND ALL

- ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- COMPONENTS THEREOF AND ATTACHMENT THERETO SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER. MANUFACTURER SHALL PROVIDE THE OWNER DRAWINGS DETAILING ALL COMPONENTS OF THE ASSEMBLY, INCLUDING CONNECTIONS, DESIGN LOADS, AND ALL OTHER PERTINENT DATA. MANUFACTURER SHALL ALSO PROVIDE THE OWNER WITH A STATEMENT OF COMPLIANCE, INDICATING THAT THE ANTENNA SUPPORTS HAVE BEEN DESIGNED IN ACCORDANCE WITH ANSI/TIA-222-G STANDARDS. ALL SUBMISSIONS SHALL BEAR THE SIGNATURE AND SEAL OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK.



ENGINEERING SURVEYING CONSTRUCTION

**TECTONIC** Engineering & Surveying Consultants P.C 36 British American Blvd., Suite 101 Latham, NY 12110 Phone: (518) 783-1630 Fax: (518) 783-1544

www.tectonicengineering.com

DESIGN APPR	OVAL	
PRELIMINARY/CONSTRUCTION		
RF ENG	DATE:	
EQPT. ENG	DATE:	
OPERATIONS	DATE:	
CONST. MGR	DATE:	
NETWORK ENG	DATE:	
REAL ESTATE	DATF:	

WORK ORDER NUMBER DRAWN BY 5932.03 SLL

FOR COMMENT 0 4/30/12 6/7/12 REVISED DISH ANTENNA 6/12/12 PER COMMENTS

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SITE INFORMATION LEWIS PSB 702 STOWERSVILLE RD TOWN OF LEWIS ESSEX COUNTY NY 12950

SHEET TITLE

ELEVATION, DETAILS & NOTES

SHEET NUMBER

WHIP ANTENNA MOUNT

- PROPOSED WHIP ANTENNA

PROPOSED HSS2.375x0.154x5'L MOUNTING PIPE

~6"X6"X3/8" ₧ (TYP)

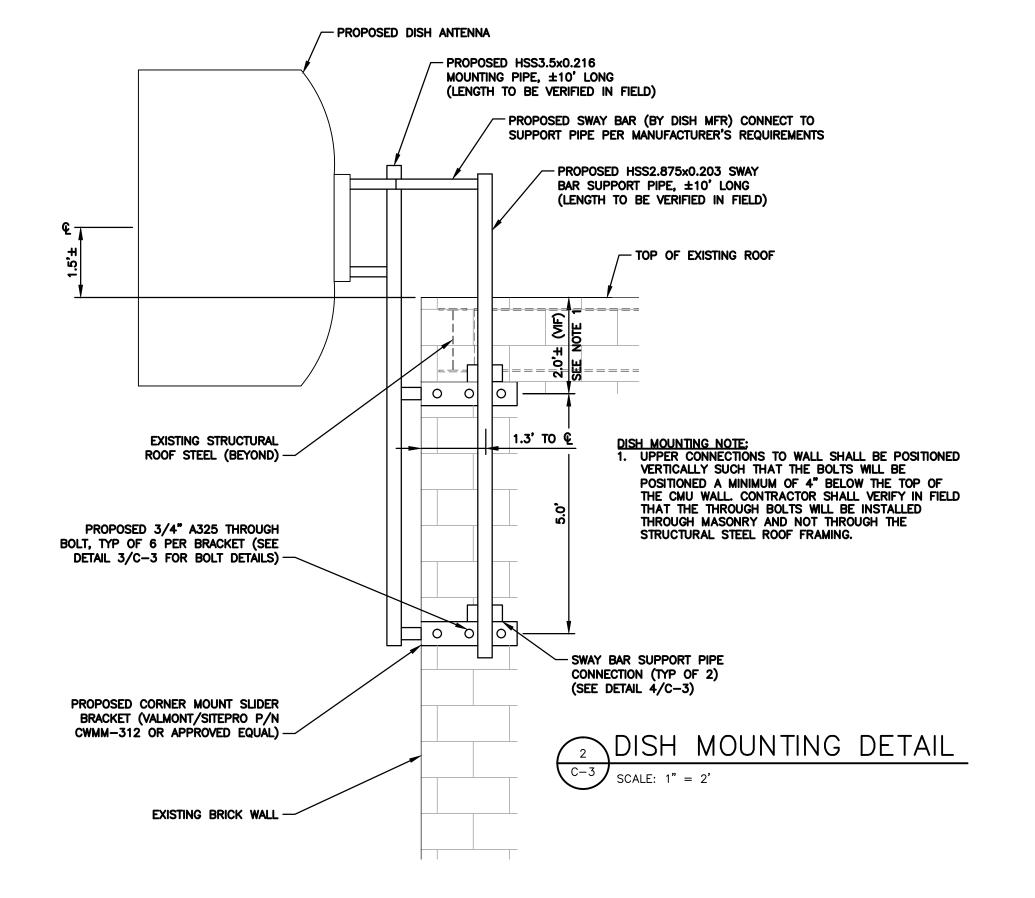
1/2"ø U−BOLT (TYP)

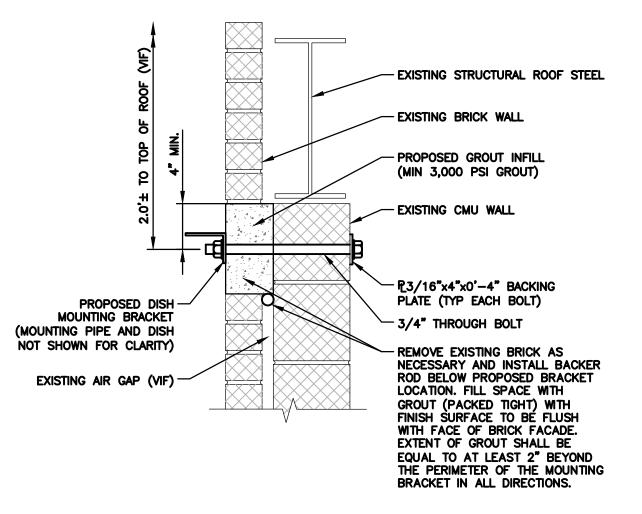
\_\_1/2"ø U\_BOLT (TYP)

- EXISTING I-BEAM







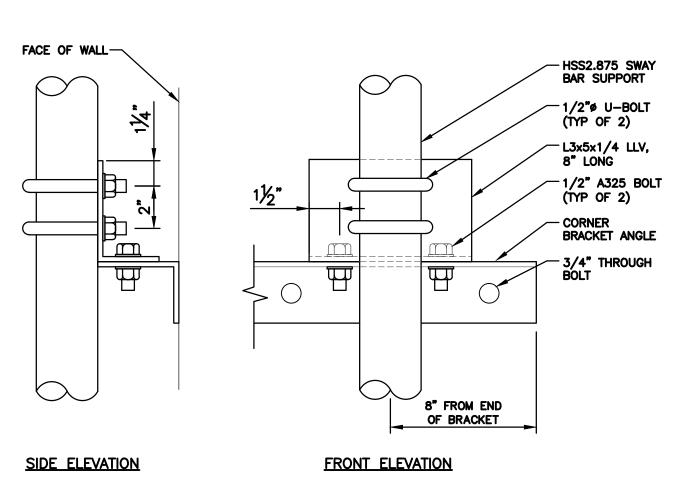


THROUGH BOLT DETAIL

SCALE: NTS

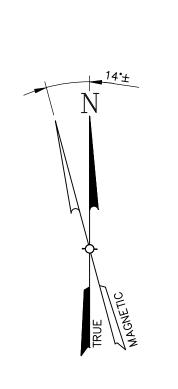
1. THROUGH BOLTS WITH BACKING PLATES (AS SHOWN IN DETAIL 3/C-3) SHALL BE USED TO THE GREATEST EXTENT POSSIBLE. IN THE EVENT THROUGH BOLTING IS NOT FEASIBLE, EXPANSION ANCHORS MAY BE USED AT THE ENGINEER'S DIRECTION. CONTRACTOR TO CONTACT ENGINEER PRIOR TO BOLT INSTALLATION. EXPANSION ANCHORS SYSTEM SHALL BE

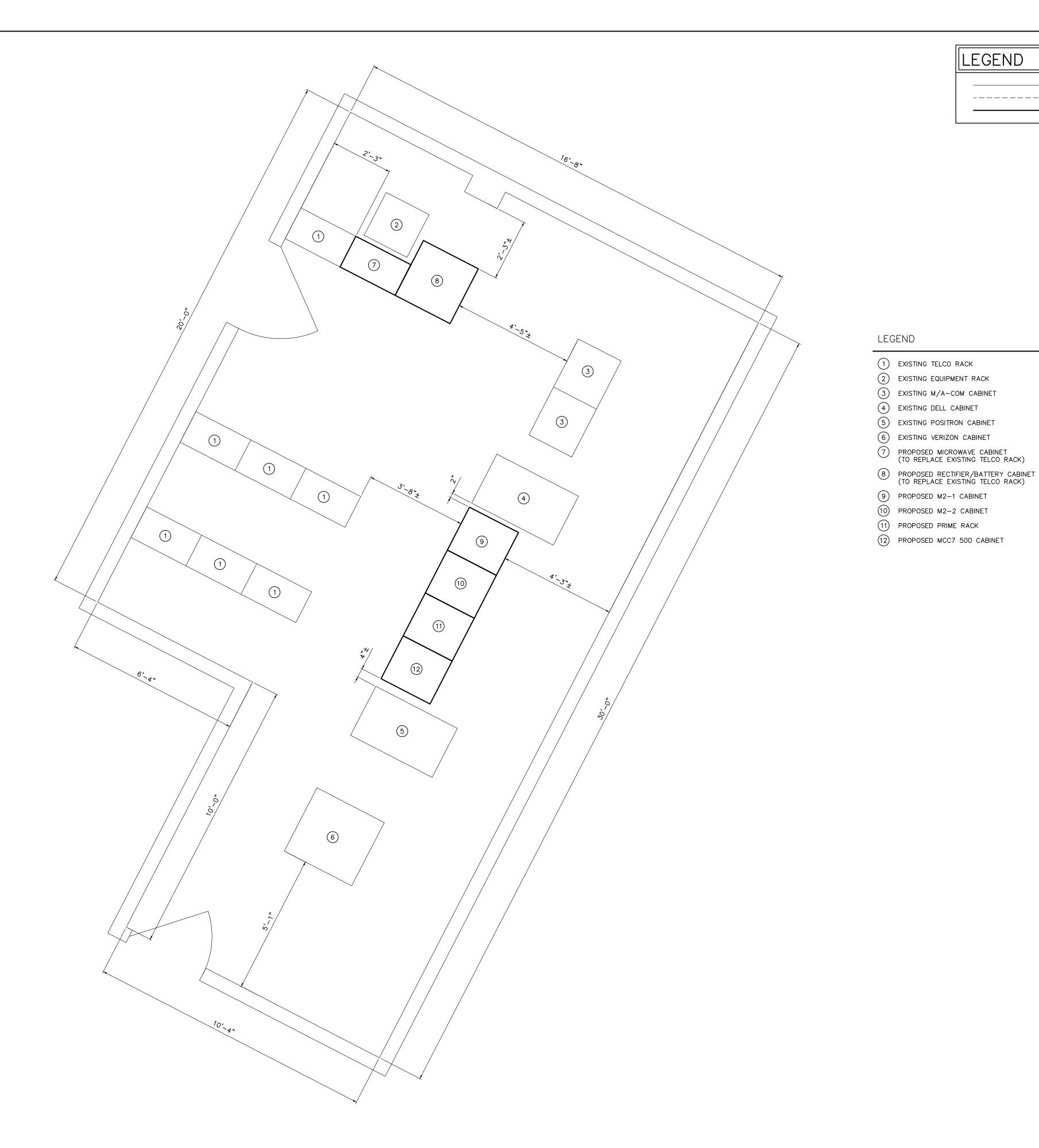
3/4" RODS WITH HILTI HIT HY-20 ANCHOR SYSTEM WITH 2" MIN. EMBEDMENT INTO MASONRY.



SWAY BAR CONNECTION

SCALE: NTS





LEGEND

-----

EXISTING EQUIPMENT EXISTING EQUIPMENT TO BE REMOVED PROPOSED EQUIPMENT

7551 COURT STREET P.O. BOX 217 ELIZABETHTOWN, NY 12932

**TECTONIC** Engineering & Surveying Consultants P.C. 36 British American Blvd., Suite 101 Latham, NY 12110 Phone: (518) 783-1630 Fax: (518) 783-1544 www.tectonicengineering.com

DESIGN APPROVAL

PRELIMINARY/CONSTRUCTION \_\_ DATE: \_\_ EQPT. ENG.\_ \_\_ DATE: \_\_\_ OPERATIONS\_ \_\_ DATE: \_\_\_ CONST. MGR.\_ \_\_ DATE: \_\_\_\_ NETWORK ENG.\_ \_\_ DATE: \_\_\_ REAL ESTATE\_ \_\_ DATE: \_\_

WORK ORDER NUMBER DRAWN BY 5932.03

NO. DATE ISSUE 0 | 4/30/12 | FOR COMMENT 6/7/12 REVISED DISH ANTENNA 6/12/12 PER COMMENTS

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ORIGINAL SIZE IN INCHES
SITE INFORMATION

LEWIS PSB 702 STOWERSVILLE RD TOWN OF LEWIS ESSEX COUNTY NY 12950

SHEET TITLE

EQUIPMENT ROOM DETAIL PLAN

SHEET NUMBER

ROOM A117 DETAIL PLAN

SCALE: 1" = 2'

# **Attachment N – Proposal Pricing Forms**

Provided electronically as Attachment N of this RFP is *Proposal Pricing Forms.*xlsx

Worksheet #	Site Name	Fixed-Price Cost Total
1	Angier Hill	\$0.00
2	Belfry Mountain	\$0.00
3	Blue Mountain	\$0.00
4	Grandpas Knob	\$0.00
5	Lewis Public Safety Building (PSB)	\$0.00
6	Mount Defiance	\$0.00
7	Mount Pisgah	\$0.00
8	Saddle Hill	\$0.00
9	Terry Mountain	\$0.00
10	Wells Hill	\$0.00
	TOTAL PROPOSAL COST	\$0.00



### **NOTE TO PROPOSERS:**

If PROPOSERS require additional rows in a site worksheet, insert them and copy/paste or use the formula painter in the "total" column to complete the calculations. <u>Update all item numbering as required</u>.

## **PROPOSER NOTES:**

[Enter comments, etc. as applicable]

# INDEX TO PROPOSAL

# **DESCRIPTION**

Certificate of Authority	1 page
Certification of Experience	1 page
Bid Security Form #1: Consent of Surety	1 page
Statement of Surety's Intent	2 pages
Bidder's Checklist	1 page
Proposal	3 pages
List of Subcontractors	1 page
Certification of Compliance With The Iran Divestment Act	1 page
Non-Collusive Bidding Certification	1 page
Contractor's Acknowledgement	1 page

# **CERTIFICATE OF AUTHORITY**

Ι,			
(Off	icer other than officer ex	xecuting proposal docume	ents)
certify that I am the	of	the	
•	(Title)	(Name of Cor	ntractor)
	a corporat	ion, duly organized and in	n good standing under the
(Law under w	which organized, e.g., the	New York Business Corp	poration Law)
		-	•
named in the foregoing agreem	ent; tnat(Pe	rson executing proposal c	documents)
who signed said agreement on l			
	of the Cor	ntractor; that said agreeme	ent was duly signed for
(Title of such person)			
and in behalf of said Contractor	by authority of its Boar	d of Directors, thereunto	duly authorized, and that
			·
such authority is in full force ar	id effect at the date hered	л.	
Signature			Corporate Seal
Signature	2		Corporate Sear
STATE OF NEW YORK ) COUNTY OF ESSEX )	SS.:		
On this day of _		), before me persona	lly came
t			
(Title) of			_ the corporation described in
and which executed the above of	certificate, who being by	me duly sworn did depos	se and say that he, the said
r	resides at		, and that he is
(			
seal affixed to the above certific			
Directors of said corporation, a	nd that he signed his nan	ne thereto by like order.	
Notary Public		County	_

# **CERTIFICATION OF EXPERIENCE**

I, HEREBY CERTIFY THAT (COMPANY				
	HAS PERFORMED THE FOLLOWING WORK WITHING			
THE LAST THREE YEARS:				
NAMES OF BUSINESS:	CONTACT NAME:			
ADDRESS:				
	TELEPHONE NO.:			
	FAX NO.:			
	CONTACT NAME:			
ADDRESS:				
	TELEPHONE NO.:			
	FAX NO.:			
	CONTACT NAME:			
ADDRESS:				
	TELEPHONE NO.:			
	FAX NO.:			
	CONTACT NAME:			
ADDRESS:				
AMOUNT OF CONTRACT:	TELEPHONE NO.:			
	FAX NO.:			
	CONTACT NAME:			
ADDRESS:				
AMOUNT OF CONTRACT:	TELEPHONE NO.:			
	FAX NO.:			
	CONTACT NAME:			
ADDRESS:				
	TELEPHONE NO.:			
TYPE OF WORK:	FAX NO.:			

NOTE: THIS FORM MUST BE EXECUTED BY YOUR SURETY AND SUBMITTED WITH YOUR BID.

## ESSEX COUNTY BID SECURITY FORM #1

# **CONSENT OF SURETY**

Issued to:	
Issued to:(Name of Bidder)	
CONTRACT NUMBER	
In consideration of the premises and of one dollar to it in hand paid by the County is hereby acknowledged, the undersigned contents and agrees that if the contrestimate and proposal is made, be awarded to the corporation, person or perseptocome bound as surety and guarantor for its faithful performance, and will execute thereto when required to do so by the said County of Essex and if the said corporation or refuse to execute such contract if so awarded, it will pay, on demand, to the difference between the sum bid by the corporation, person or persons and the sum be obliged to pay the corporation, person or person to whom the contract may amount in each case to be determined by the bids for said contract.  In witness whereof, said Surety has set its seal and caused these presents to be	ract, for which the preceding ons making the same, it will ute it as party of the third part ration, person or persons shall the said County of Essex, any m which the said County may y be afterwards awarded, the
officers, thisday of,20	
	(SEAL)
BY:	-
TITLE:	-
NOTE: Attach necessary Power of Attorney, Notarial Acknowledgement of Sig	gnature and Surety's Financial

Statement.

# STATEMENT OF SURETY'S INTENT

To:	
We have reviewed the Bid of	
(Contr	actor)
of(Addre	ess)
for	
(Project	et)
Bids for which will be received on	
Bids for which will be received on(Bid Opening	Date)
and wish to advise that should this Bid of the Contractor be present intention to become surety on the Performance Bor by this Contract.	
Any arrangement for the bonds required by the Conourselves, and we assume no liability to you or third parties bonds.	
We are duly authorized to transact business in the S Treasury Department's most current list (Circular 570 as an	* *
Attest:	
	Surety's Authorized Signature(s)
Attach Power of Attorney	
(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)	

## **BID SECURITY**

(ATTACHED HERE – CERTIFIED CHECK, CASH OR BID BOND)

## **BIDDER'S CHECKLIST**

Each of the following forms must be executed and notarized if applicable:

CERTIFICATE OF AUTHORITY

CERTIFICATION OF EXPERIENCE

BID SECURITY FORM # 1

STATEMENT OF SURETY'S INTENT

PROPOSAL

CERTIFICATE OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

NON-COLLUSIVE BIDDING CERTIFICATION

#### **PROPOSAL**

	Bate.	
		-
Proposal of		
Proposal of		
100000000000000000000000000000000000000		

Date:

to furnish and deliver all labor, supervision, materials, and equipment and perform all work in accordance with the Specifications for <u>Public Safety Radio Communications System Site Development, Construction and Civil Engineering Services</u>, Essex County, New York for the following lump sum cost.

The owner, Essex County, is tax-exempt. Do not include sales tax in Bid amounts.

The undersigned bidder has carefully examined the contract documents, site of the work, is familiar with existing conditions, and will provide all necessary insurance, bonds, machinery, tools, apparatus, false work and other means of construction, and do all the work and furnish all the materials called for by said contract according to the following bid, including all labor, supplies and equipment, permits, fees, overhead and profit. The bid price is to be shown in both words and figures. In the event of discrepancies, the amount shown in words shall govern. All items are to be furnished and installed in place complete.

Site Name	Site Development	Construction	Civil Engineering	Equipment Transportation, Offloading & Fueling	Total
Angier Hill					
In Numbers					
In Words					
Belfry Mountain	n				
In Numbers					
In Words					
Blue Mountain					
In Numbers					
In Words					
Grandpas Knob					
In Numbers					
In Words					

Lewis Public Sa	fety Building (PSB)				
In Numbers					
In Words					
<b>Mount Defiance</b>	!				
In Numbers					
In Words					
<b>Mount Pisgah</b>					
In Numbers					
In Words					
Saddle Hill					
In Numbers					
In Words					
Terry Mountain					
In Numbers					
In Words					
Wells Hill					
In Numbers					
In Words					
		TO	TAL PROPOSAL		

The undersigned further understands that the contract will be awarded to the competent, qualified bidder submitting the lowest Bid.

ADDENDA ACKNOWLEDGEMENT

Addendum No.

Date Received

The	undersigned agrees as follows:
1.	The total contract price bid shall be accepted as full compensation for the complete work subject to additions or deductions in quantity of work performed or changes agreed upon.
2.	Within twenty (20) days from the date of "Notice of Acceptance" of the Proposal, to execute the contract and to furnish a satisfactory labor, material and performance bond in the amount of 100% of the contract price.
3.	To execute the work as specified herein as soon as possible after notice of award.
4.	To comply with requirements as to the conditions of employment, wage rates and hours set forth in the bidding documents.
5.	Progress Payments will be made on a percentage of completion basis monthly.
6.	5% Retainage will be withheld until final approval of project(s).
Bidder:	
Ву:	
Title:	
	·
Dated:	
Telephone:	
Eov	

Social Security/Federal ID No: \_\_\_\_\_

# ESSEX COUNTY PUBLIC SAFETY RADIO COMMUNICATIONS SYSTEM SITE DEVELOPMENT, CONSTRUCTION AND CIVIL ENGINEERING

## LIST OF SUBCONTRACTORS

Herewith is the list of subcontractor	rs referenced in t	he bid submitted by:
Bidder:		
To: Essex County		
Dated:	and which is	an integral part of the Bid Form.
The following work will be perform	ned (or provided	) by subcontractors and coordinated by us:
TRADE		NAME

#### **CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

l,	_, being duly sworn, deposes and says that he/she is the	
of the	Corporation and	
that neither the Bidder/Contractor nor any prop	posed subcontractor is identified on the Prohibited Entities List.	
	SIGNED	
SWORN to before me this		
day of, 20		
Notary Public		

### **NON-COLLUSIVE BIDDING CERTIFICATION**

- 1. By submission of this bid, the undersigned bidder and each person signing on behalf of such bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization UNDER PENALTY OF PERJURY, that to the best of the undersigned's knowledge and belief:
  - (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- 2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- 3. The undersigned also acknowledges and agrees that the fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.
- 4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in paragraph 1 of this certificate, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or limited liability company.

	Name of Bidder:	
		(print full legal name)
Date Signed:	Signature:	
	Name of Person Signing Certificate:	
		(print full legal name of signer)
Bidder is (check one	e):   an individual,   a limited liability part  continuous other entity (specify):	nership, □ a limited liability company,

# CONTRACTOR'S ACKNOWLEDGEMENT (If Corporation)

STATE OF NEW YORK) SS: COUNTY OF ESSEX)

On this	day of	20	_, before me p	personally came
		to n	ne known, and	known to me to be the
of the Corpo	oration described in	and which execu	ited the within	instrument, who being duly sworn did depose and
that he is corporation	; that the seal affixe	of saided to the within in	corporation ar strument is suc	nd knows the corporate seal of the said ch corporate seal and that it was so affixed by e signed his name thereto by like order.
				Notary Public
		CONTRACTO		WLEDGEMENT
CT + TT - CT	ANDRI MODIN GG		(If Individual)	.)
	NEW YORK) SS: OF ESSEX)			
person desc the same for	eribed in and who ex r the purpose herein	xecuted the within mentioned and,	n instrument an if operating un	, before me personally came to me known, and known to me to be the same nd he duly acknowledged to me that he executed nder and trade name, that the certificate required s been filed with the County Clerk of Essex
County.	Tom Suite Toma 2	ian, Sections 110		, seen mee with the county chem of 255en
				Notary Public
			R'S ACKNOV	WLEDGEMENT
STATE OF	NEW YORK) SS:	(1	i Co-Parmersii	пр)
	OF ESSEX)			
On this	day of			, before me personally came d known to me to be a member of the firm of and
mentioned a	,	ate required by th		ent in behalf of said firm for the purposes herein tate Penal Law, Sections 440 and 440-b has been
				Notary Public

# **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the day of in the year (*In words, indicate day, month and year.*)

#### **BETWEEN** the Owner:

(Name, legal status, address and other information)

Essex County 7551 Court Street, PO Box 217 Elizabethtown, NY 12932 Telephone Number: (518) 873-3380

Fax Number: (518) 873-3894

and the Contractor:

(Name, legal status, address and other information)

for the following Project: (Name, location and detailed description)

Essex County
Public Safety Radio Communications Project
Site Development, Construction, Civil Engineering

The Engineer: (Name, legal status, address and other information)

Federal Engineering 10600 Arrowhead Drive Fairfax, VA 22030

The Owner and Contractor agree as follows.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AlA Document A201<sup>TM</sup>–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

#### TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

- **§ 3.2** The Contract Time shall be measured from the date of commencement.
- § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

#### **Portion of Work**

#### **Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

#### ARTICLE 4 CONTRACT SUM

- § 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ ), subject to additions and deductions as provided in the Contract Documents.
- § 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

#### § 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item Units and Limitations Price Per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item Price

# ARTICLE 5 PAYMENTS § 5.1 PROGRESS PAYMENTS

- § 5.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Provided that an Application for Payment is received by the Engineer not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the Owner not later than () days after the Engineer receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Init.

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- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201<sup>TM</sup>–2007, General Conditions of the Contract for Construction;
  - .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
  - .3 Subtract the aggregate of previous payments made by the Owner; and
  - **.4** Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.
- § 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:
  - .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
  - .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.
- § 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 FINAL PAYMENT

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
  - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
  - **.2** a final Certificate for Payment has been issued by the Engineer.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment, or as follows:

# ARTICLE 6 DISPUTE RESOLUTION § 6.1 INITIAL DECISION MAKER

Init.

**User Notes:** 

The Engineer will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Engineer.)

#### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[	]	Arbitration pursuant to Section 15.4 of AIA Document A201–2007
[	1	Litigation in a court of competent jurisdiction
[	1	Other (Specify)

#### ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative: (Name, address and other information)

**Essex County** 7551 Court Street, PO Box 217 Elizabethtown, NY 12932

§ 8.4 The Contractor's representative: (Name, address and other information)

Mr. David B. Whitford, RA **AES Northeast** 10-12 City Hall Place

**User Notes:** 

Init.

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**§ 8.5** Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

**§ 8.6** Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- § 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.
- § 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.
- § 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.
- § 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
§ 9.1.4 The Specifications: (Either list the Specification.	s here or refer to an e.	xhibit attached to this Ag	reement.)
Section	Title	Date	Pages
§ 9.1.5 The Drawings: (Either list the Drawings her	re or refer to an exhib	it attached to this Agreen	nent.)
Number		Title	Date
§ 9.1.6 The Addenda, if any:			
Number		Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

- § 9.1.7 Additional documents, if any, forming part of the Contract Documents:
  - .1 AIA Document E201<sup>TM</sup>–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
  - .2 Other documents, if any, listed below: (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents

unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

#### ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
This Agreement entered into as of the day an	nd year first written above.
OWNER (Signature)	CONTRACTOR (Signature)
(Printed name and title)	Mr. David B. Whitford, RA, Principal Engineer (Printed name and title)



## General Conditions of the Contract for Construction

#### for the following PROJECT:

(Name and location or address) **Essex County** Public Safety Radio Communications System Site Development, Construction and Civil Engineering Services

#### THE OWNER:

(Name, legal status and address) Essex County 7551 Court Street, PO Box 217 Elizabethtown, NY 12932

#### THE ARCHITECT:

(Name, legal status and address)

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- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 **CLAIMS AND DISPUTES**

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#### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### § 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### § 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### § 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

#### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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**User Notes:** 

- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

#### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

#### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

#### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

#### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

#### ARTICLE 2 OWNER

#### § 2.1 GENERAL

- § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

#### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

- § 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

#### ARTICLE 3 CONTRACTOR

#### § 3.1 GENERAL

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

User Notes:

#### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- § 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

#### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

#### § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

- § 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

- § 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.
- § 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.
- § 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

#### § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

#### § 3.8.2 Unless otherwise provided in the Contract Documents,

- Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

#### § 3.9 SUPERINTENDENT

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

#### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- § 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

#### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

#### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

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completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

#### § 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

#### § 3.14 CUTTING AND PATCHING

- § 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

#### § 3.15 CLEANING UP

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

#### § 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

#### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

#### § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### ARTICLE 4 ARCHITECT

#### **§ 4.1 GENERAL**

- § 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- § 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.
- § 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

#### § 4.2 ADMINISTRATION OF THE CONTRACT

- § 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.
- § 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS § 5.1 DEFINITIONS

- § 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- § 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

#### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- § 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
  - assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
  - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

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Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

# ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- § 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

#### § 6.2 MUTUAL RESPONSIBILITY

- § 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.
- § 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

#### § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

#### ARTICLE 7 CHANGES IN THE WORK

#### § 7.1 GENERAL

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### § 7.2 CHANGE ORDERS

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:
  - The change in the Work; .1
  - .2 The amount of the adjustment, if any, in the Contract Sum; and
  - .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

- § 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
  - Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
  - Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - .4 As provided in Section 7.3.7.
- § 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.
- § 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

## ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 PROGRESS AND COMPLETION

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### § 8.3 DELAYS AND EXTENSIONS OF TIME

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

# ARTICLE 9 PAYMENTS AND COMPLETION § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

#### § 9.3 APPLICATIONS FOR PAYMENT

- § 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

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encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

#### § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

- § 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.
- § 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

#### § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

#### § 9.8 SUBSTANTIAL COMPLETION

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 PARTIAL OCCUPANCY OR USE

- § 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.
- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- § 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

- § 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.
- § 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

- § 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
  - 1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
  - .2 failure of the Work to comply with the requirements of the Contract Documents; or
  - .3 terms of special warranties required by the Contract Documents.
- § 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

#### § 10.2 SAFETY OF PERSONS AND PROPERTY

- § 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to
  - .1 employees on the Work and other persons who may be affected thereby;
  - the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
  - .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- § 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- § 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured. shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 HAZARDOUS MATERIALS

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.
- § 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.
- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims. damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

#### INSURANCE AND BONDS ARTICLE 11 § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.
- § 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.
- § 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.
- § 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

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#### § 11.3 PROPERTY INSURANCE

- § 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.
- § 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- § 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.
- § 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.
- § 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.
- § 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

#### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

- § 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.
- § 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

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property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

- § 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.
- § 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.
- § 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

- § 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- § 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### § 12.2 CORRECTION OF WORK

## § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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#### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

#### § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

#### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

## § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

#### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

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such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

- § 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

#### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

#### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

# ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT § 14.1 TERMINATION BY THE CONTRACTOR

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
  - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
  - .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
  - .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
  - 4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

- § 14.2.1 The Owner may terminate the Contract if the Contractor
  - 1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  - fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
  - .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
  - .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- § 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
  - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
  - .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
  - .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
  - .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall
  - .1 cease operations as directed by the Owner in the notice;
  - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
  - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- § 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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#### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

## § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

## § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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- § 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.
- § 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.
- § 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.
- § 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

#### § 15.3 MEDIATION

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### § 15.4 ARBITRATION

- § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 CONSOLIDATION OR JOINDER

- § 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

## Additions and Deletions Report for

AIA® Document A201™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:06:08 on 05/07/2012.

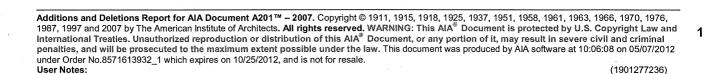
#### PAGE 1

Essex County

Public Safety Radio Communications System Site Development, Construction and Civil Engineering Services

Essex County 7551 Court Street, PO Box 217 Elizabethtown, NY 12932

(Name, legal status and address)



## **Certification of Document's Authenticity**

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:06:08 on 05/07/2012 under Order No.  $8571613932\_1$  from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA Document A201<sup>TM</sup> - 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)				-	
(Title)			· · · · · · · · · · · · · · · · · · ·		
(Dated)				*	

## **Attachment O – County Terms and Conditions**

## PROJECT SCHEDULE

CONTRACT DESCRIPTION:	Radio Communications System Site Development,						
Construction and Civil Engineering Services							
-							
NOTICE TO BIDDERS:	June 29, 2012						
SITE VISITS:	July 24 – July 27, 2012 at the various times listed						
	•						
BID OPENING DATE:	August 10, 2012 at 2:00 pm						
	•						
ESTIMATED START DATE:	Immediately after award						
	•						
SUBSTANTIAL COMPLETION:	June 30, 2013						

## **EVALUATION PROCEDURES**

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## A. Review of Proposals

The Selection Committee will review qualifications of the proposals. Firms with unacceptably low technical qualifications will be eliminated from further consideration.

After the qualifications for each firm has been established, the dollar cost bid will be examined.

The County reserves the rights to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

#### B. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria that will be considered during the evaluation process.

## 1. Mandatory Elements

- a. The firm has no conflict of interest with regard to any other work performed by the firm for the County.
- b. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
- c. Financial Viability.

## 2. Technical Quality (Maximum Points – 80)

Expertise and Experience (maximum points – 80)

- (i) The proposer's past experience and performance on comparable local governmental engagements.
- (ii) The work plan including timing of deliverables.
- (iii) Vendor performance guarantees.
- (iv) Warranty.
- (v) Compliance with attached matrix.

## 3. Price (Maximum Points - 20)

Cost will not be the primary factor in the selection of a firm. The proposed price will be graded based upon the following formula:

Average Bid/Your Bid = X (whereby X can not exceed 100%)

X \* 20 points = Points awarded based on cost

#### C. Oral Presentations

During the evaluation process, the Selection Committee at their discretion may request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions that the Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

## A. Right to Reject Proposals

Submission of a Proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the firm selected. The County reserves the right without prejudice to reject any or all proposals.

#### **EXHIBIT C**

## INSURANCE REQUIREMENTS - PUBLIC WORKS CONTRACTORS

- I. The Contractor <u>and each of its subcontractors</u> shall procure and maintain during the entire term of the contract the following required insurance:
  - → Commercial General Liability Insurance \$1,000,000 per occurrence / \$2,000,000 aggregate, including coverage for liability assumed by contract, completed operations, explosion, collapse, underground hazard and products liability.
  - → Automobile Liability
    \$1,000,000 combined single limit for owned, hired and borrowed and nonowned motor vehicles.
  - → Workers' Compensation Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
  - → Owners & Contractors Protective Liability Insurance \$2,000,000 per occurrence / \$2,000,000 aggregate.
  - → Excess/Umbrella Liability Insurance \$1,000,000 per occurrence / \$2,000,000 aggregate.
- II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to name the County, Phillips Associates and Schoder Rivers Associates Consulting Engineers, PC as:
  - (a) an <u>additional insured</u> on the Contractor's Commercial General Liability, Automobile Liability and Excess/Umbrella Liability insurance policies, and
  - (b) a <u>named insured</u> on the Owners & Contractors Protective Liability Insurance Policy.
- III. The policy/policies of insurance furnished by the Contractor shall:
  - be from an A.M. Best rated "A" New York State licensed insurer; and
  - → contain a 30-day notice of cancellation
- IV. The Contractor agrees to indemnify the County for any applicable deductibles.
- V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

## <u>APPENDIX D - STANDARD CLAUSES FOR ESSEX COUNTY CONTRACTS</u>

## 1. Independent Contractor Status

The parties each acknowledge, covenant and agree that the relationship of the Contractor to the County shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the County; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

## 2. Contractor To Comply With Laws/Regulations

The Contractor shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

## 3. Licenses, Permits, Etc.

The Contractor shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Contractor under this agreement.

## 4. <u>Termination</u>

This agreement may be terminated without cause by either party upon 30 days prior written notice, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and mileage expenses actually incurred prior to such termination. Notwithstanding the foregoing, this agreement may be immediately terminated by the County:

- (a) for the Contractor's breach of this agreement, by serving written notice of such termination stating the nature of the breach upon the Contractor by personal delivery or by certified mail, return receipt requested, and upon such termination either party shall have such rights and remedies against the other as provided by law; or
- (b) upon the reduction or discontinuance of funding by the State or Federal governments to be used in furnishing some or all of the work, labor and/or services provided for under this agreement, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and expenses (if the same are to be paid under this agreement) actually incurred prior to such termination.

## 5. **Defense & Indemnification**

The Contractor shall defend, indemnify and hold harmless the County to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of action and claims, including but not limited to attorney's fees and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the County for damages to person, property or of any other kind in nature, including by not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or

its/their performance or failure to perform this agreement.

## 6. **Discrimination Prohibited**

The services to be furnished and rendered under this agreement by the Contractor shall be available to any and all residents of Essex County without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

## 7. Non-Discrimination In Employment

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. In the event that this is a contract to be performed in whole or in part within the State of New York for (a) the construction, alteration or repair of any public building or public work, (b) for the manufacture, sale or distribution of materials, equipment or supplies, (c) for building service, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:

- (1) discriminate in hiring against any citizen who is qualified and available to perform the work: or
- (2) discriminate against or intimidate any employee hired for the performance of work under this contract.

The Contractor agrees to be subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as to possible termination of this contract or forfeiture of all moneys due hereunder for a second or subsequent violation.

## 8. <u>Damage/Injury To Persons & Property</u>

The Contractor shall promptly advise the County of all damages to property of the County or of others, or of injuries incurred by persons other than employees of the Contractor, in any manner relating, either directly or indirectly, to the performance of this agreement.

#### 9. **Records**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records") in accordance with the following requirements:

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the County Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

The County shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing

contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

#### 10. Claims For Payment

All invoices or claims for which payment is sought from the County must be submitted in accordance with the following:

- (a) each claim for payment must include
  - (1) an invoice detailing the claim,
  - (2) copies of all documentation supporting the claim,
  - (3) a properly completed County standard voucher, which includes
    - (i) the County contract number under which payment is being claimed, **AND**
    - (ii) the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. [Failure to include this number or numbers will prevent and preclude payment by the County; except that where the payee does not have such number or numbers, the payee, on the invoice or County voucher, must give the reason or reasons why the payee does not have such number or numbers and such reasons constitute a valid excuse under law.]
- (b) Unless otherwise provided in this agreement, each claim for payment must be submitted to the County no later than 30 days after the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (c) Notwithstanding any other provision of this agreement, no claim for payment shall be valid, and the County shall not be liable for payment thereof, unless it is submitted to the County within 30 days of the close of the calendar year in which the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (d) Unless otherwise provided in this agreement, the requirements of this paragraph 10, and/or of any other provisions of this agreement which supersede the same, shall constitute conditions precedent to the County's payment obligation, and failure to comply with any or all of said requirements shall entitle the County to deny payment.
- (e) As a further condition of payment, each claim of payment shall be accompanied by a Contractor and Sub-Contractor Progress Payment Waiver, Release and Discharge, and each Final Payment shall be accompanied by a Contractor and Sub-Contractor Final Payment, Waiver and Release form. As well as a Contractor Affidavit relative to Final Payment. Copies of these forms are attached and made a part hereof.

#### 11. Consent

In the event that State or Federal law requires the recipient of services to be furnished and rendered under this agreement to give his/her prior consent thereto, the contractor shall obtain such person's consent and furnish proof thereof to the County.

#### 12. Executory Clause

The County shall have no liability under this contract to the Contractor or to anyone else beyond the funds appropriated and available for this contract.

#### 13. Public Work & Building Service Contract Requirements

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof:

(a) neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said

- statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department; and
- (b) the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

#### 14. Public Work Contracts – Hazardous Substances

If this is a contract for public work, the Contractor agrees as follows:

- (a) the Contractor acknowledges that the County uses and/or produces various substances which may be classified as hazardous under OSHA's Hazard Communication Standard;
- (b) the Contractor recognizes the use of said substances by the County and acknowledges that the County has provided, or upon request will provide, the Contractor with a description of such substances which may be present in the area of the County's facility/facilities to which the Contractor may have accessed during the performance of this contract;
- (c) the Contractor acknowledges that the County has provided, or upon request will provide, suggestions for appropriate protective measures which should be observed when the Contractor is in the area of any such hazardous substances;
- (d) the Contractor agrees to be solely responsible for providing training and information to its employees regarding any such hazardous substances, as well as of any protective measures suggested by the County;
- (e) the Contractor agrees to be solely responsible to ensure that the Contractor's employees observe protective measures during the performance of their duties in the performance of the contract, and that all such protective measures will be at least as stringent as those suggested or which would have been suggested by the County;
- in the event that the Contractor's performance of the work under this contract requires the use of any hazardous substances, the Contractor shall notify the County in advance of bringing in and/or using such substances in or upon County property and suggest to the County appropriate measures to be observed by the County, its officers and employees, and/or the public; and
- (g) in the event the Contractor fails in whole or in part to comply with the terms of this paragraph, the County shall have the right to interrupt the Contractor's work and/or terminate this contract, and the Contractor shall be prohibited from renewing such work until all applicable safety and health procedures and practices are implemented by the Contractor.

#### 15. **Disputes**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, by heard in a court of competent jurisdiction within the State of New York.

#### 16. **Non-Assignment**

This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the Contractor, without the prior written consent of the County, and any attempts to assign the contract without the County's written consent are null and void.

#### 17. No Collusion

If this contract was awarded based upon the submission of bids, the Contractor

warrants, under penalty of perjury, that:

- (a) its bid was arrived at independently and without collusion aimed at restricting competition; and
- (b) at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

#### 18. International Boycott

In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000.00, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation, has participated, is participating, or shall participate in an International boycott in violation of the federal Export Administration Act of 1979, or regulations thereunder. If such contractor, or any of the aforesaid affiliates of Contractor, is convicted, or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the County Manager within five (5) business days of such conviction, determination or disposition of appeal.

#### 19. County's Rights of Set-Off

The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this agreement up to any amounts due and owing to the County with regard to this contract, any other contract with any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason, including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices, including, in cases of set-off pursuant to an audit, the acceptance of such audit by the County Board of Supervisors or its designated representative.

#### 20. Contractor Defined

Whenever the term "Contractor" is used in this agreement, such term shall include and apply to all employees, all officers, directors and agents, if any, of the Contractor.

#### 21. Amendment

This agreement may not be amended, modified or renewed except by written agreement signed by the Contractor and the County.

#### 22. Ownership Of Work Products

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

#### 23. Executive Order Debarment/Suspension

In the event that this contract involves the Contractor furnishing goods and services in excess of \$100,000.00, or constitutes a subaward to subrecipients, under any Federal program, grant or other funding source, then by executing this agreement the Contractor certifies that neither it nor any of its principals are suspended or debarred within the scope or

meaning of Executive Orders 12549 and 12689, any Federal or State regulation implementing or codifying the same, or any other Federal or State law, rule or regulation.

#### 24. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

In the event that this contract involves the use or disclosure of protected health information within the meaning or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, the following provisions of this paragraph shall apply.

- (a) <u>Definitions.</u> The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.
  - (1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.
  - (2) "Covered Entity" shall mean Essex County (the "County"), its departments, agencies, officers and employees.
  - (3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
  - (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
  - (5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.
  - (6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.
  - (7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

#### (b) Obligations and Activities of Contractor.

Contractor agrees to:

- (1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
- (2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;
- (4) report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
- (5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;
- (6) provide access, at the request of the County, and in the time and manner designated by the County or the Secretary, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (7) make any amendment(s) to Protected Health Information in a Designated Record

Set that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an Individual, and in the time and manner designated by the County or the Secretary;

- (8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, and/or to the Secretary, in a time and manner designated by the County or by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule;
- (9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;
- (10) provide to the County or an Individual, in time and manner designated by the County or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

#### (c) <u>Permitted Uses and Disclosures by Contractor.</u>

Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the persons entitled to services under this Agreement:

- (1) solely for the purposes of performing Contractor's obligations under this Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County; or
- (2) provided that such use or disclosures are required by law; or
- (3) Contractor
  - (A) obtains written authorization(s) from the individual to which the information pertains permitting the specific uses or disclosures of such information to third persons,
  - (B) represents and agrees in writing with such individual that the information to be used and/or disclosed will remain confidential and used or further disclosed only as required by law or for the purposes specified in the written authorization(s), and
  - (C) such third persons agree in writing to notify the County as soon as practicable and in writing of any instances of which such third person(s) is/are aware in which the confidentiality of the information has been breached; or
- (4) provide Data Aggregation services to the County as permitted by 42 CFR §164.504(e)(2)(i)(B); or
- (5) report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

#### (d) County To Inform Contractor of Privacy Practices and Restrictions.

The County agrees to notify the Contractor of any

(1) limitation(s) in its notice of privacy practices of the County in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Contractor's use or disclosure of Protected Health Information:

- (2) changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Contractor's use or disclosure of Protected Health Information; and/or
- (3) restriction to the use or disclosure of Protected Health Information that the County has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

#### (e) Permissible Requests by County.

The County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County; except that in the event that the services to be furnished by the Contractor under this Agreement requires data aggregation by the Contractor, the Contractor may use or disclose protected health information for such data aggregation or management and administrative activities of Contractor.

#### (f) Survival of Provisions.

The obligations of the Contractor under this paragraph 24 shall survive the expiration of the term of this Agreement and/or the termination of this Agreement, and said obligations shall remain effective and shall not terminate until all of the Protected Health Information provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in subparagraph (g) below.

#### (g) Return or Destruction of Protected Health Information.

Except as otherwise provided below, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon determination by the County that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

#### (h) <u>Termination for Cause.</u>

Upon the County's knowledge of a material breach of this paragraph by Contractor, the County shall:

- (1) either:
  - (A) provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement within the time specified by the County, or
- (B) immediately terminate this Agreement if cure is not possible; and
- (2) report the violation to the Secretary.

#### (I) Miscellaneous.

(1) Regulatory References. A reference in this Agreement to a section in the Privacy

Rule means the section as in effect or as amended.

- (2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.
- (4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

#### 25. Severability

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

#### 26. Entire Agreement

This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.

#### 27. For Medicaid/Federal Health Care Related Work

#### **Excluded/Debarred Party Clause**

The Vendor/Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event Vendor/Contractor, or one of it employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

If Vendor/Contractor is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

The Vendor/Contractor further represents and warrants it will, at a minimum, check monthly all of it employees and subcontractors against:

The General Services Administration's Federal Excluded Party List System (or any successor system,

The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,

The New York State Department of Health's Office of the Medicaid Inspector General's

list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered the Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

#### CONTRACTOR PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT:			
OWNER:	ESSEX COUNTY		
OVVINER.	LOOLA COUNTT		
CONTRACTOR:			

#### **WITNESSETH:**

The above-named Contractor, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its' successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrant, covenant and agree as follows:

- 1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
- Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
- 3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) the Project Architect/Engineer; and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).
- 5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the

Releasor.

6.

services, materials and/or equipment prov contract relating thereto.	ided to it in connection with the Project and/or any
7. The Releasor hereby grants books and records of the Releasor at any	to the Releasees the right to review and audit any and time for verification.
IN WITNESS WHEREOF this instru, 20	ument has been executed this day of
	Releasor
	Ву:
	(Print Name)
	(Title)
STATE OF NEW YORK ) ) SS: COUNTY OF )	
the of the Releasor identified herein; I am	duly sworn, depose and say that: I reside ateby sign this instrument under penalty of perjury; I am fully authorized to execute this instrument on behalf of statements contained in this instrument are true and
	Vendor/Releasor Agent Sign Here
Sworn to before me this day of, 20	
Notary Public	

The Releasor hereby certifies and warrants that it has fully paid for all work, labor,

#### CONTRACTOR FINAL PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT:	
OWNER:	ESSEX COUNTY
CONTRACTOR:	

#### **WITNESSETH:**

The above-named Contractor, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its' successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

- 1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
- Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
- 3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) Essex County, its agencies and departments (including but not limited to its Office for the Aging); and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).
- 4. For and in consideration of the sum of \$\(\frac{\\$}{\}\), and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.
- 5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the

Releasor or by any other party claiming any interest or right through the Releasor.

6.

	ertifies and warrants that it has fully paid for all work, labor, services, ovided to it in connection with the Project and/or any contract relating
7. The Releasor hereby g and records of the Releasor at	rants to the Releasees the right to review and audit any and books tany time for verification.
IN WITNESS WHEREOF this 20	instrument has been executed this day of,
	Contractor
	By:
	(Print Name)
	(Title)
STATE OF NEW YORK ) COUNTY OF ESSEX )	00
COUNTY OF ESSEX )	<i>SS:</i>
	, being duly sworn, depose and say that: I reside at _, and I hereby sign this instrument under penalty of perjury; I am nerein; I am fully authorized to execute this instrument on behalf of
the Releasor; and I hereby afficorrect.	irm that the statements contained in this instrument are true and
	Vendor/Releasor Agent Sign Here
Sworn to before me this, 20_	
Notary Public	

# **CONTRACTORS AFFIDAVIT RELATIVE TO FINAL PAYMENT**

PROJ	ECT:
OWN	ER:ESSEX COUNTY
CONT	RACTOR:
	WITNESSETH:
The h	erein below designated representative of the Contractor being duly sworn deposes and
1.	He is duly authorized to sign this Affidavit on behalf of the Contractor.
	That all payrolls, bills for materials and equipment, and other indebtedness connection with ork for which the County or the County's property might be responsible or encumbered have baid or otherwise satisfied and there remain no further indebtedness or bills outstanding.
currer	Attached hereto and made a part hereof is a valid certificate of insurance evidencing that nce required by the contract documents will remain in full force after final payment is tly in effect and will not be cancelled or allowed to expire until at least 30 days prior written has been given to the owner.
4. the pe	Contractor knows of no substantial reason that the insurance will not be renewable to coveriod required by the contract documents.
5. contra	Attached hereto and made a part hereof at Schedule B is a detailed list of all subctors and material suppliers.
encon	Contractor warrants and represents that all sub-contractors, material suppliers and fringe trust funds for employees of contractor and sub-contractors on the portion of the project spassed by the work, as well as all workers and persons employed in connection therewith seen paid in full for all labor and work and materials furnished.
7. has a	Contractor releases and waives any and all public improvement lien rights which contractor painst the County.
IN WI	TNESS WHEREOF, deponent has executed this document on day of
	, 20
	Contractor
	Ву:

	(Print Name)
	(Title)
STATE OF NEW YORK	) ) SS:
COUNTY OF ESSEX	)
am the of the Releasor ider	, being duly sworn, depose and say that: I reside at, and I hereby sign this instrument under penalty of perjury; I ntified herein; I am fully authorized to execute this instrument on behalf by affirm that the statements contained in this instrument are true and
	Vendor/Releasor Agent Sign Here
Sworn to before me this, 20	
Notary Public	

#### SUBCONTRACTOR/SUPPLIER PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT:		
OWNER:	ESSEX COUNTY	
CONTRACTOR:		
SUBCONTRACTOR/SUPPLIER:		
	WITNESSETH:	

The above-named Subcontractor/Supplier, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its, successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

- 1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
- 2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
- Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the 3. above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
- For and in consideration of the sum of \$ , and other good and valuable consideration, which sum is acknowledged as being the full and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.
- The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or

equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor.

6.

Notary Public

The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services,

materials and/or equipment provided to it in connection with the Project and/or any contract relating 7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification. IN WITNESS WHEREOF this instrument has been executed this \_\_\_\_ day of \_\_\_\_\_ \_\_\_\_\_, 20\_\_\_\_\_. Releasor By: (Print Name) (Title) STATE OF NEW YORK ) ) SS: COUNTY OF ESSEX I, \_\_\_\_\_\_, being duly sworn, depose and say that: I reside at , and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct. Vendor/Releasor Agent Sign Here Sworn to before me this \_ day of \_\_\_\_\_ , 20

#### SUBCONTRACTOR/SUPPLIER FINAL WAIVER, RELEASE AND DISCHARGE

PROJECT:			
OWNER:	ESSEX COUNTY		
CONTRACTOR:			
SUBCONTRACTOR/SUPPLIER:			

#### WITNESSETH:

The above-named Subcontractor/Supplier, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its, successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

- 1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
- 2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
- 3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
- 4. For and in consideration of the sum of \$\_\_\_\_\_\_, and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

- 5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor.
- 6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.
- 7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

IN WITNESS WHEREO	<b>F</b> this instrument h	nas been executed this day of
,,	·	
		Releasor
	Ву:	
		(Print Name)
		(Title)
STATE OF NEW YORK	)	
COUNTY OF ESSEX	) SS: )	
I,	f the Releasor; and	, being duly sworn, depose and say that: I _, and I hereby sign this instrument under lentified herein; I am fully authorized to execute d I hereby affirm that the statements contained
		Vendor/Releasor Agent Sign Here
Sworn to before me this, 20	<u> </u>	
Notary Public	<del></del>	

# **APPENDIX E**



# **ESSEX COUNTY**

# Office of the Purchasing Agent

7551 Court Street, P.O. Box 217 Elizabethtown, NY 12932 518-873-3330/Fax 518-873-3339

# GENERAL SPECIFICATIONS FOR PROCUREMENT CONTRACTS

Adopted May 20, 1999.

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#### <u>PART I</u> General Provisions

- 1. APPLICABILITY The terms and conditions set forth herein are expressly incorporated in and applicable to all procurements and resulting procurement contracts let by the Office of the Essex County Purchasing Agent where incorporated by reference in its Bid Documents. The provisions herein shall govern such procurement or contract unless expressly modified or amended by the terms of a Bid Specifications, or a negotiated Contract/Clarification document, if any. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.
- 2. GOVERNING LAW The laws of the State of New York shall govern and apply to the procurement, any resulting contract and for determinations in a court of competent jurisdiction in New York of any and all disputes, litigation or interpretations arising from or connected with the procurement or contract, except where expressly superseded in a specific contract letting or where the Federal supremacy clause requires otherwise. These specifications are modeled after and upon the specifications developed and used by the New York State Office of General Services for procurements by New York State.
- **3. APPENDIX A / INSURANCE** The mandatory terms for all Essex County contracts are expressly incorporated herein and in all bid documents and/or resulting contracts, such terms being set forth in Appendix A (Standard Clauses for Essex County Contracts). Insurance requirements are also attached and incorporated herein.
- **4. ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of the *General Municipal Law*, the *Public Officers Law*, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State and/or municipalities. In signing the bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving Essex County and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.
- **5. CONFLICT OF CLAUSES** Conflicts between procurement or contract documents shall be resolved in the following order of precedence:
  - (a) Appendix A (Standard Clauses for Essex County Contracts)
  - **(b)** Contract/Clarification Documents Writing(s) setting forth the final agreements, clarifications, terms, statement of work and/or modifications between the Bid Documents and Contractors Bid or Mini-bid.
  - (c) Bid Documents Bid Specifications prepared by Essex County
  - (d) Contractors Bid or Proposal

#### 6. **DEFINITIONS**

Terms used in this document shall have the following meanings:

**AGENCY OR AGENCIES** Essex County, New York, acting by or through one or more departments, boards, commissions, offices or institutions of Essex County.

**ANCILLARY PRODUCT:** Product which is purchased or licensed on a restricted use basis in conjunction with the principal manufacturers Product being acquired (e.g. may be used only in combination, or by educational institutions for research use).

**AUTHORIZED USER(S)** Agencies, or any other entity authorized by Essex County to participate in Essex County procurement contracts (including but not limited to political subdivisions, public authorities, school districts and public benefit corporations), provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation. The term "Authorized User" shall include "Licensees."

**BID OR BID PROPOSAL** An offer or proposal submitted by a Bidder to furnish a described product or a solution or means of achieving a practical end, at a stated price for the stated contract term.

**BIDDER** Any individual or other legal entity, (including but not limited to partnership, firm or corporation) which submits a bid in response to a Bid Solicitation. The term Bidder shall also include "offeror" and/or "contractor".

**BID DOCUMENTS** Writings setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, e.g. Appendix A (Standard Clauses for NYS Contracts), Appendix B, (General Specifications). Where these General Specifications are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

**BID SOLICITATION** The notice or advertisement of an intent to purchase a specified Product by or on behalf of Authorized User(s).

**BID SPECIFICATION** A written description drafted by Essex County or an authorized user setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these *General Specifications* are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

**CONTRACT** The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

**CONTRACT AWARD NOTIFICATION** An announcement to Authorized Users that a contract has been established.

**CONTRACTOR** Any successful Bidder(s) to whom a contract has been awarded by the Purchasing Agent. The term "Contractor" includes Licensors.

**COUNTY** Essex County, New York.

**EMERGENCY** An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

**ERROR CORRECTIONS** Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

**GROUP** A classification of Product (commodities, services or technology).

**INVITATION FOR BIDS (IFB)** A type of Bid Document which is most typically used where requirements can be stated and award will be made to the lowest responsive bid submitted by the most responsible Bidder(s).

**LATE BID** For purposes of bid openings held and conducted by the Essex County Purchasing Agent, a bid not received in such place as may be designated on the Bid Specifications or in the Office of the Essex County Purchasing Agent, at or before the date and time established in the Bid Specifications for the bid opening.

**LETTER OF ACCEPTANCE** A letter to the successful Bidder(s) indicating acceptance of its bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a contract but is not an order for Product, and Contractor should not take any action with respect to actual contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

**LICENSED SOFTWARE** Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes ancillary products, error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g. patches, fixes, PTFs, programs, code or data conversion, or custom programming).

**LICENSEE** The County, or one or more Agencies or Authorized Users who acquire Product from Contractor by execution of a license in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) on whose behalf the license was executed who took receipt of the Product, and who shall be solely responsible for performance and liabilities incurred.

**LICENSOR** A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

**MULTIPLE AWARD** A determination and award of a contract in the discretion of the Purchasing Agent to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

**NEW PRODUCT RELEASES (Product Revisions)** Any commercially released revisions to the version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

**PROCUREMENT RECORD** Documentation by the Essex County Purchasing Agent of the decisions made and approach taken during the procurement process.

**PRODUCT** A deliverable under any Bid or Contract which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

**PURCHASE ORDER** The County's fiscal form or format which is used when making a purchase.

**REQUEST FOR PROPOSALS (RFP)** A type of Bid Document which is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value", as defined by the County's Procurement Policy and New York Law.

**REQUEST FOR QUOTATION (RFQ)** A type of Bid Document which can be used when a formal bid opening is not required (e.g. discretionary, sole source, single source or emergency purchases).

**RESPONSIBLE BIDDER** A Bidder that is determined to have skill, judgment and integrity, and that is found to be competent, reliable, experienced and qualified financially, as determined by the Purchasing Agent.

**RESPONSIVE BIDDER** A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the Purchasing Agent.

**SINGLE SOURCE** A procurement where two or more offerors can supply the required Product, and the Purchasing Agent may award the contract to one Bidder over the other.

**SOLE SOURCE** A procurement where only one offeror is capable of supplying the required Product.

#### **Bid Submission**

- **7. BID LANGUAGE & CURRENCY** All offers (tenders), and all information and Product documentation required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$ US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.
- **8. BID OPENING** Bids may, as applicable, be opened publicly. The Purchasing Agent reserves the right at anytime to postpone or cancel a scheduled bid opening.
- **9. BID SUBMISSION** The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

All bids shall comply with the following:

- (a) Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their bids to the location set forth in the Bid Specifications prior to the stated bid opening date/time.
- **(b)** A bid return envelope, if provided with the Bid Specifications, should be used with the bid sealed inside. If the bid response does not fit into the envelope, the bid envelope should be taped onto the outside of the sealed box or package with the bid inside. If using a commercial delivery company which requires use of their shipping package or envelope, Bidders sealed bid, labeled as detailed below, should be placed within the shippers sealed envelope to ensure that the bid is not prematurely opened. All bids must have a label on the outside of the package or shipping container outlining the following information:

"BID ENCLOSED" (bold print, all capitals)
IFB or RFP Number
Bid Submission date and time

In the event that a Bidder fails to provide such information on the return bid envelope or shipping material, the County reserves the right to open the shipping package or envelope to determine the proper bid number or Product group, and the date and time of bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the bid or the procurement. Notwithstanding the County's right to open a bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

10. FACSIMILE SUBMISSIONS Unless specifically authorized by the terms of the Bid Specifications,

facsimile bids ARE PROHIBITED AND SHALL NOT BE ACCEPTED. Where the bid specifications are silent as to the submission of bids by facsimile, no fax bids shall be permitted or accepted. Where specifically authorized, the following rules and conditions apply:

- (a) FAX number(s) indicated in the Bid Specifications must be used.
- **(b)** Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Purchasing Agent bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidders access to such equipment at any specific time.
- (c) Bidders are solely responsible for submission and receipt of the entire facsimile bid by the Essex County Purchasing Agent prior to bid opening and must include on the first page of the transmission the total number of pages transmitted in the bid, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Purchasing Agent.
- (d) Facsimile bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.
- **11. AUTHENTICATION OF FACSIMILE BIDS** The act of submitting a bid by facsimile transmission, when, as and if specifically authorized, including an executed signature page, shall be deemed a confirming act by Bidder which authenticates the signing of the bid.
- 12. LATE BIDS Any bid received at the specified location after the time specified will be considered a late bid. A late bid shall not be considered for award unless acceptance of the late bid is in the best interests of Essex County and either (a) no timely bids meeting the requirements of the Bid Documents are received, or (b) in the case of a multiple award, an insufficient number of timely bids were received to satisfy the multiple award. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of Essex County, shall not excuse late bid submissions. Otherwise, all late bids will not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 13. BID CONTENTS Bids must be complete and legible. All bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified in the Bid Specifications. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Purchasing Agent or may be grounds for rejection of the bid. Changes, corrections and/or use of white-out in the bid or Bidders response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their bids before submission, as amendments to bids or requests for withdrawal of bids received by the Purchasing Agent after the time specified for the bid opening, may not be considered. All lines must have an indication of bidders response whether it be "o", "N/A" or a dollar figure. All lines must be filled in to indicate bidder acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. The Purchasing Agent shall not assume there is "no charge" when lines are left empty.

Bidders must submit with bid detailed specifications, circulars, warranties and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Purchasing Agent reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of Essex County as interpreted by the Purchasing Agent of Essex County.

It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

All stock electrical items must be listed and approved by Underwriters' Laboratories, Inc.

**14. EXTRANEOUS TERMS** Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection of the bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) which are attached or referenced with the submission shall not be considered part of the bid, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms which meet all the following requirements will be considered as having been submitted as part of the Bid:

- (a) Each proposed extraneous term (addition, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- **(b)** The writing must identify the particular specification requirement (if any) which Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- **(c)** The Bidder shall enumerate the proposed addition, counteroffer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a contract unless the Purchasing Agent expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

- **15. CONFIDENTIAL** *I* **TRADE SECRET MATERIALS** Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the *Freedom of Information Law* must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.
- **16. PREVAILING WAGE RATES Public Works and Building Services Contracts** If any portion of work being bid is subject to the prevailing wage rate provisions of Labor Law, the following shall apply:
  - (a) "Public Works" and "Building Services" Definitions
- **i. Public Works** *Labor Law* Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the contract. The wage and hours provision applies to any work performed by contractor or subcontractors.
- **ii. Building Services** *Labor* Law Article 9 applies to contracts for building service work over \$1,500 with a public agency, which 1) involve the care or maintenance of an existing building, or 2) involve the transportation of office furniture or equipment to or from such building, or 3) involve the transportation and delivery of fossil fuel to such building, and 4) the principal purpose of which is to furnish services through use of building service employees.

- (b) Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are attached to this solicitation. Bidders must submit bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Where the Bid Documents require the Bidder to enumerate hourly wage rates in the bid, Bidders may not submit bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids which fail to comply with this requirement will be disqualified.
- (c) Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which are subject to the provisions of the *Labor Law*. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.
- (d) Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the Labor Law, as amended by Chapter 565 of the Laws of 1997:
- **i. Posting** The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
- **ii. Payroll Records** Contractors and sub-contractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.
- iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and sub-contractors on public works projects must submit monthly payroll transcripts to Essex County which has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For mini-bid solicitations, the payroll records must be submitted to the entity preparing the agency mini-bid project specification. For "agency specific" bids, the payroll records should be submitted to the entity issuing the purchase order. For all other Essex County procurement contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and Essex County, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor so long as: 1) the contractor/subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the contractor or subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to building services contracts.
- **iv. Records Retention** Contractors and subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.
- (e) Days Labor Defined for Article 8, Public Works (For Purposes of Article 8 of the Labor Law) No laborer, worker or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such

restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the Essex County Purchasing Agent for the preservation of the contract site or for the protection of the life and limb of the persons using the contract site.

#### 17. TAXES

- (a) Unless otherwise specified in the Bid Specifications or set forth in this clause, the quoted bid price includes all taxes applicable to the transaction.
- (b) Purchases made by Essex County and certain non-County Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a County Agency or the invoice forwarded to authorize payment for such items will be sufficient evidence that the sale by the Contractor was made to the County, an exempt organization under Section 1116 (a) (1) of the *Tax Law*. Non-County Authorized Users must offer their own proof of exemption where required. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor. For tax free transactions under the Internal Revenue Code, the Essex County Registration Number is 14 6002889.
- **(c)** Purchases by Authorized Users other than Essex County may be subject to such taxes, and in those instances the tax should be computed based on the bid price and added to the invoice submitted to such entity for payment.
- **18. EXPENSES PRIOR TO AWARD** Essex County is not liable for any costs incurred by a Bidder in the preparation and production of a bid or for any work performed prior to contract award and/or issuance of an approved Purchase Order.
- **19. ADVERTISING BID RESULTS** A Bidder in submitting a bid agrees not to use the results therefrom as a part of any commercial advertising without the prior written approval of the Purchasing Agent. In addition to any other sanctions or remedies available to it in law or equity, the Purchasing Agent may suspend from bidding on its requirements or terminate a contract of any Bidder/Contractor who violates the terms of this clause.

#### 20. PRODUCT REFERENCES

- (a) "Or Equal" On all Bid Specifications the words "or equal" are understood to apply where a copyright brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agents decision as to acceptance of the Product as equal shall be final.
- **(b) Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products therein which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.
- **21. RECYCLED OR RECOVERED MATERIALS** Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid

Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties & Guaranties" set forth below.

Refurbished or remanufactured components or items may only be accepted at the discretion of the Purchasing Agent, or upon the conditions set forth in the Bid Specifications.

Items with recycled, recovered, refurbished or remanufactured content must be identified in the bid or will be deemed new Product.

**22. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS** Bids offering Products which are manufactured or produced in public institutions will be rejected.

#### 23. PRICING

- (a) Unit Pricing If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item, in the bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Purchasing Agent, such unit pricing is obviously erroneous.
- **(b) Net Pricing** Prices must be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject only to the cash discount. If the award is to be made on another basis, transportation and other charges must be prepaid by the Contractor and added to the invoice as a separate item, unless otherwise required in the Bid Specifications.
- **(c) "No Charge" Bid** When bids are requested on a number of Products as a group or Lot, a Bidder desiring to bid "no charge" on a Product in the grouping or Lot must clearly indicate such. Otherwise, such bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Purchasing Agent.

If a price is written in numbers and alpha, the alpha will govern.

Prices shall be net FOB any point in Essex County, New York. Price quoted shall include all delivery costs. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the County.

#### 24. DRAWINGS

- (a) Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Purchasing Agent, be considered a part of the bid and of any resulting contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.
- (b) Drawings Submitted During the Contract Term Where required by the Bid Specifications to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall be required to develop, maintain, deliver and update such drawings on an ongoing basis at no additional charge. Contractor shall be responsible for updating drawings and plans during the contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized

Users representative as required by the Bid Specifications. Where required, Contractor shall furnish to Authorized User in a timely manner the required drawings representing the then current, "as modified" condition of all product included in the scope of work.

- **(c)** Accuracy of Drawings Submitted All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.
- 25. SITE INSPECTION Where Bidder is required by the Bid Specifications to deliver or install Product, or to service installed product(s) or equipment, Bidder shall be given an opportunity and shall be required to inspect the site prior to submission of the Bid, including environmental or other conditions or pre-existing deficiencies in the installed product, equipment or environment, which may affect Bidders ability to deliver, install or otherwise provide the required product. All inquiries regarding such conditions may only be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed, and to have included the costs of repair in its bid. Bidder must provide a detailed explanation of work intended to be performed under this clause. Bidder shall be required to remedy any pre-existing deficiencies or conditions at the commencement of the contract term. Reimbursement for the cost of repairing the conditions or deficiencies shall be separately enumerated in the bid.

#### 26. SAMPLES

- (a) Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Purchasing Agent and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Documents.
- **(b) Bidder Supplied Samples** The Purchasing Agent reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidders name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate bid or Essex County contract reference.

A sample may be held by the Purchasing Agent during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidders expense and risk. Where the Bidder has failed to fully instruct the Purchasing Agent as to the return of the sample (i.e. mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

**(c) Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractors default, the Purchasing Agent may procure a commodity substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

- (d) Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the Purchasing Agent) and approval thereof shall not relieve the Contractor from full compliance with all conditions and terms, performance related and otherwise, specified in the Bid Documents. If in the judgment of the Purchasing Agent the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Documents, the Purchasing Agent may reject the bid. If an award has been made, the Purchasing Agent may cancel the contract at the expense of the Contractor.
- **(e) Testing** All samples are subject to tests in the manner and place designated by the Purchasing Agent, either prior to or after contract award. Unless otherwise stated in the Bid Specifications, Bidder Samples consumed or rendered useless by testing will not be returned to the Bidder.
- **27. ADDENDA / INTERPRETATION** No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, 100 Court Street, P.O. Box 217, Elizabethtown, NY 12932, and to be given consideration must be received by the Purchasing Agent at least seven (7) days prior to the date set for the opening of bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent to all holders of Contract Documents at the addresses furnished therefor, at least five (5) days prior to the date of the opening of bids.

Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

#### **Bid Evaluation**

**28. BID EVALUATION** The Purchasing Agent reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Purchasing Agent determines the best interests of the County will be served. The Purchasing Agent, in his/her sole discretion, may accept or reject illegible, incomplete or vague bids and his/her decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the Bidders conditional or revocable terms in the offer.

Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.

The following three items will automatically render a bid unacceptable to Essex County:

- a. Failure to sign bid proposal page.
- b. Failure to include necessary bid deposit (as required).
- c. Failure to sign and submit non-collusive bidding certificate.

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

The Purchasing Agent reserves the right to reject such bids, as in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. One in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

- **29. CONDITIONAL BID** Unless the Bid Specifications provides otherwise, a bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.
- **30. CLARIFICATIONS / REVISIONS** Prior to award, the Purchasing Agent reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all Bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.
- **31. PROMPT PAYMENT DISCOUNTS** While prompt payment discounts will not be considered in determining the low bid, the Purchasing Agent may consider any prompt payment discount in resolving bids which are otherwise tied. However, any notation indicating that the price is net, (e.g. net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11\_A of the *State Finance Law,* which are applicable in any case, may render the bid non-responsive and may be cause for its rejection.
- **32. EQUIVALENT OR IDENTICAL BIDS** In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent bids as to pricing or other factors, the decision of the Purchasing Agent to award a contract to one or more of such Bidders shall be final.
- 33. PERFORMANCE QUALIFICATIONS The Purchasing Agent reserves the right to investigate or inspect at any time whether or not the Product, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Documents. Contractor shall at all times during the contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Purchasing Agent, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the Product bid. If the Purchasing Agent determines that the conditions and terms of the Bid Documents or Contract are not complied with, or that items or Product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the Purchasing Agent may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the Purchasing Agent to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the Bidder/Contractor from fulfilling all requirements and conditions of the contract.
- **34. DISQUALIFICATION FOR PAST PERFORMANCE** Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidders employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- **35. QUANTITY CHANGES PRIOR TO AWARD** The Purchasing Agent reserves the right, at any time prior to the award of a specific quantity contract, to alter in good faith the quantities listed in the Bid Specifications to conform with requirements. In the event such right is exercised, the lowest responsible Bidder meeting specifications will be advised of the revised requirements and afforded an opportunity to extend or reduce its bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its bid price may result in the rejection of its bid and the award of such contract to the lowest responsible Bidder who accepts the revised requirements.
- **36. RELEASE OF BID EVALUATION MATERIALS** Requests concerning the evaluation of bids may be submitted under the *Freedom of Information Law*. Information, other than the Bid Tabulation, shall be released as required by law after contract award. Written requests should be directed to the Purchasing Agent.

**37. TIME FRAME FOR OFFERS** The Purchasing Agent reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period, bids must remain firm and cannot be withdrawn. If, however, an award is not made within the sixty (60) day period, bids shall remain firm until such later time as either a contract is awarded or the Bidder delivers to the Purchasing Agent written notice of the withdrawal of its bid. Any bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Purchasing Agent, be accepted or rejected.

#### **TERMS & CONDITIONS**

- **38. CONTRACT CREATION / EXECUTION** Except as may be otherwise provided by law or by the Purchasing Agent, upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Purchasing Agent's mailing or electronic communication to the address on the bid of (a) a Letter of Acceptance and (b) a fully executed contract, or (c) a Purchase Order authorized by the Purchasing Agent.
- **39. COMPLIANCE WITH LAWS, ETC.** The Bidder shall comply with all the provisions of the laws of the State of New York and of the United States of America which affect municipalities and municipal contracts, and any and all State and Federal rules and regulation, and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The Bidder's special attention is called to the following laws: *General Municipal Law* Section 1 03-d, *State Finance* Law Section 167-b prohibiting the purchase of tropical hardwood products, and the New York State Public Employee Safety & Health Act of 1980.
- **40. MODIFICATION OF TERMS** The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Purchasing Agent and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Purchasing Agent by the Contractor.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Purchasing Agent or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized Users subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

**41. SCOPE CHANGES** The Purchasing Agent reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the contract specifications, such changes to be within the general scope of the contract. The Purchasing Agent may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance.

With respect to any specific quantity stated in the contract, the Purchasing Agent reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the contract. Notwithstanding the foregoing, the Purchasing Agent may purchase greater or lesser percentages of contract quantities should the Purchasing Agent and Contractor so agree.

42. ESTIMATED QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and

understood to be made for only the quantities, if any, actually ordered during the contract term. No guarantee of any estimated quantity(s) is implied or given. Unless otherwise set forth in the Bid Specifications, contracts for services and technology are completely voluntary as to use, and therefore no quantities are guaranteed.

- **43. BEST PRICING OFFER** During the contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this contract vehicle upon the same or similar terms and conditions as that of this contract at a lower price, the price under this contract shall be immediately reduced to the lower price.
- **44. PURCHASE ORDERS** Unless otherwise authorized in writing by the Purchasing Agent, no Products are to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User requiring the Product. Unless terminated or canceled pursuant to the authority vested in the Purchasing Agent, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address set forth in the Contract for receipt of orders, or in the Contract Award Notification.

All Purchase Orders issued pursuant to contracts let by the Purchasing Agent must bear the appropriate contract number and, if necessary, required State approvals. Unless otherwise specified, all Purchase Orders against centralized contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendors order form, confirmation or acknowledgment, and the contract terms shall be resolved in favor of the terms most favorable to the Authorized User.

If, with respect to an agency specific contract, a Purchase Order is not received within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify the appropriate purchasing officer in Essex County. Failure to timely notify such officer may, in the discretion of the Purchasing Agent and without cost to the State, result in the canceling of such requirement by the Purchasing Agent with, at the Purchasing Agents discretion, a corresponding reduction in the contract quantity and price.

**45. PRODUCT DELIVERY** It shall be understood that with respect to contract deliveries, time is of the essence. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified in the Bid Specifications, delivery shall be made within thirty calendar days after receipt of a purchase order by the Contractor. The decision of the Purchasing Agent as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Purchasing Agent and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of the time for delivery must be requested in writing by the Contractor and approved in writing by the Purchasing Agent. Failure to meet such time schedule may be grounds for cancellation of the order or, in the Purchasing Agents discretion, the Contract.

The County must be notified twenty-four (24) hours in advance of delivery. The County reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the County.

The successful bidder shall be responsible for delivery of items in good condition at point of destination, and shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Purchasing Agent will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidders name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Purchasing Agent. The successful bidder will be required to furnish proof of delivery in every instance.

Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number Name of Article Item Number (if applicable) Quantity
Name of the Successful Bidder

**46. SATURDAY & HOLIDAY DELIVERIES** Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will not be scheduled for Saturdays, Sundays or legal holidays observed by the State of New York except of Product for daily consumption or where an emergency exists or the delivery is a replacement or is late, in which event the convenience of the Authorized User shall govern.

# 47. SHIPPING / RECEIPT OF PRODUCT

- (a) Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. The container shall become and remain the property of the receiving entity unless otherwise specified in the contract documents.
- (b) Shipping Charges Contractor shall be responsible for insuring that the Bill of Lading states "charges prepaid" for all shipments. Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be FOB Destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges are understood to not relieve the contractor from responsibility for safe and proper delivery notwithstanding the Authorized Users payment of transportation charges.
- **(c)** Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractors failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.
- **48. TITLE AND RISK OF LOSS** Notwithstanding the form of shipment, title and risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g. signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product which is substandard or does not comply with the Contract terms, may be rejected or accepted on an adjusted price basis, as determined by the Purchasing Agent.
- **49. RE-WEIGHING PRODUCT** Deliveries are subject to re-weighing at the point of destination by the receiving entity. If shrinkage occurs which exceeds that normally allowable in the trade, the receiving

entity shall have the option to require delivery of the difference in quantity, or to reduce the payment accordingly.

- **50. PRODUCT SUBSTITUTION** In the event a specified manufacturers Product listed in the Contractors Bid becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause below) a Product deemed by the Purchasing Agent to be the equal or better of the specified commodity or service must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Purchasing Agents approval may be cause for cancellation of contract.
- **51. REJECTED PRODUCT** When Products are rejected, they must be removed by the Contractor from the premises of the receiving entity within ten days of notification of rejection by Authorized User. Upon rejection notification, risk of loss of rejected or non-conforming Product shall remain on Contractor. Rejected items not removed by the Contractor within ten days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of the items as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition.
- **52. INSTALLATION** Where installation is required, Bidder shall be responsible for placing and installing the equipment in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects which would mar the appearance of the equipment or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site to its original condition. Work shall be performed so as to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.
- **53. REPAIRED OR REPLACED PRODUCT / COMPONENTS** Where the Contractor is required to repair, replace or substitute Product or components under the Contract, the repaired, replaced or substituted Product shall be subject to all terms and conditions for new Product set forth in the contract, including product warranties.
- **54. ON-SITE STORAGE** Materials, equipment or supplies may be stored at the County/s or Authorized User's site at the Contractors sole risk and only with the approval of, as the case may be, the County or the Authorized User.
- **55. EMPLOYEES** / **SUBCONTRACTORS** / **AGENTS** All employees, subcontractors or agents performing work under the contract must be trained technicians who meet or exceed the technical and training qualifications set forth in the Bid Specifications or the Bid, whichever is greater, and must comply with all rules and requirements of the Contract. The Purchasing Agent reserves the right to conduct a security background check or otherwise approve any employee or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause, including but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized Users security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the contract terms. The Purchasing Agent reserves the right to reject and/or bar from the facility for cause any employee, subcontractor, or agents of the Contractor.

**56. ASSIGNMENT / SUBCONTRACTORS** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract, other than the assignment of the right to receive moneys due, without the prior written consent of Essex County. Prior to an assignment of the right to receive moneys becoming effective, Contractor shall file a written notice of such assignment simultaneously with Essex County and participating Authorized User(s).

The Purchasing Agent reserves the right to reject any proposed subcontractor, assignee or supplier for bona fide business reasons, which may include, but are not limited to: that the proposed transferee is on the Department of Labors list of companies with which New York State cannot do business; the Purchasing Agent determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided; or attempts were not made to solicit minority and womens business enterprises (M/WBE) bidders for the subcontract.

**57. PERFORMANCE / BID BOND** Essex County reserves the right to require the Bidder/Contractor to furnish without additional cost, a performance, payment or bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the contract, whenever the Purchasing Agent in his/her sole discretion deems such bond or security to be in Essex County's best interest. Where required, such bond or other security shall be in the form prescribed by the Purchasing Agent.

# 58. STOP / SUSPENSION OF WORK

- (a) Stop Work Order The Purchasing Agent reserves the right to stop the work covered by this contract at any time that the successful Contractor becomes unable or incapable of performing the work or meeting any requirements or qualifications set forth in the contract. In the event of such stopping, the Purchasing Agent shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Contractor shall be liable for any such cost on account thereof.
- **(b)** Suspension of Work Order The Purchasing Agent, in his/her sole discretion, reserves the right to suspend any or all activities under this contract, at anytime, in the best interests of the State or Issuing Entity. In the event of such suspension, the contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on County spending, declaration of emergency, or other such circumstances. Upon issuance of such suspension of work, the Contractor is not to accept any purchase orders, as specified in the Suspension Order. Activity may resume at such time as the Purchasing Agent issues a formal written notice authorizing a resumption of work.
- **59. CANCELLATION** A contract may be canceled by the Purchasing Agent, and/or an Authorized User may cancel its participation, license or service order under the contract, at the Contractors expense upon non-performance, or upon a determination that Contractor is non-responsive, or non-responsible.
- **60. FORCE MAJEURE** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor negligence of the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires or floods, or other similar cause beyond the control of the Contractor, or for any of the foregoing which affect subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, Contractor shall notify the Purchasing Agent, by certified or registered mail, of the delay or potential delay and the cause(s) thereof either (a) within ten (10) calendar days after the cause which creates or will create the delay first arose if the Contractor could reasonably foresee that a delay could occur by reason thereof, or (b), if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe a delay could result. The foregoing shall constitute the Contractors sole remedy or excuse with respect to such delay. In the

event performance is suspended or delayed, in whole or in part, by reason of any of the aforesaid causes or occurrences and proper notification is given the Purchasing Agent, any performance so suspended or delayed shall be performed by the Contractor at no increased cost, promptly after such disabilities have ceased to exist unless it is determined in the sole discretion of the Purchasing Agent that the delay will significantly impair the value of the contract to the County or to Authorized Users, whereupon the Purchasing Agent may:

- (a) Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to County Agencies with respect to Product subjected to allocation; and/or
- (b) Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the contract quantity; or
- (c) Terminate the contract or the portion thereof which is subject to delivery delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.
- **61. CONTRACT BILLINGS Contractor** shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Agencies must contain all information required by the County Treasurer and/or Auditor. The County Treasurer shall render payment for Agency purchases, and such payment shall be made in accordance with ordinary County procedures and practices. Payment of contract purchases made by Authorized Users other than Agencies shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Purchasing Agent from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the bid and award documents.

**62. DEFAULT** - **AUTHORIZED USER** An Authorized Users breach shall not be deemed a breach of the centralized contract. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Purchasing Agent and the Authorized Users purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future contract payments.

Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of contract by any Authorized User, by certified or registered mail, notify both the Purchasing Agent and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared. It is understood, however, that if the Contractors basis for declaring a breach is insufficient, the Contractors declaration of breach and failure to service an Authorized User shall constitute a breach of its contract and the County or Authorized User may thereafter utilize any remedy available at law or equity.

### **63. INTEREST ON LATE PAYMENTS**

- (a) County Agencies The payment of interest on certain payments due and owed by a County agency may be made in accordance with Section 3-a of the *General Municipal Law* at the rate of three percent (3%) per annum.
- **(b)** By Non-County Agencies The terms of Article 11-A apply only to procurements by and the consequent payment obligations of the County. Neither expressly nor by any implication is the County responsible for payments on any purchases made by a Non-County Agency

Authorized User.

- **(c) By Contractor** Should the Contractor be liable for any payments to the County hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the *State Finance Law to* the same extent as though the contract was with the State of New York rather than the County.
- **64. REMEDIES FOR BREACH** It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:
  - (a) Cover / Substitute Performance Upon the failure of the Contractor to properly perform within the time specified, failure to provide acceptable service, to make immediate replacement of rejected Product when so requested, or upon the revocation of the Contract by the Purchasing Agent for cause, or upon repudiation of the contract by the Contractor, the Purchasing Agent may, with or without formally bidding same:
  - i. Purchase from other sources to replace the Product rejected, revoked, not timely delivered or repudiated; or
  - ii. If after making reasonable attempts, under the circumstances then existing, to timely provide acceptable service or acquire replacement product of equal or comparable quality, the Purchasing Agent is unsuccessful, the Purchasing Agent may acquire acceptable service or replacement product of lesser or greater quality.

Such purchases may, in the discretion of the Purchasing Agent, be deducted from the contract quantity.

- **(b) Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Purchasing Agent. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.
- (c) Reimbursement of Costs Incurred The Contractor agrees to reimburse the County and/or Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the County or Authorized User in connection therewith, including reasonable attorneys fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the contract, the Purchasing Agent may authorize an ordering Authorized User to rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

(d) Deduction / Credit Sums due as a result of these remedies may be deducted or offset by the County or Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the County or Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Purchasing Agent reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of the contract.

- **65. ASSIGNMENT OF CLAIM** Contractor hereby assigns to the County any and all its claims for overcharges associated with this contract which may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* and the antitrust laws of the State of New York, *General Business Law* Section 340, *et seq.*
- **66. TOXIC SUBSTANCES** Each Contractor furnishing a toxic substance as defined by Section 875 of the *Labor Law*, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the *Labor Law*.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the user agency representative.

- **67. INDEPENDENT CONTRACTOR** It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the County or Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this contract, to maintain at Contractors expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including workers compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.
- **68. SECURITY / CONFIDENTIALITY** Contractor warrants, covenants and represents that it will comply fully with all security procedures of the County and any Authorized User(s) in performance of the Contract.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the County or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such confidential material which is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the County or Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State Laws and Regulations. This warranty shall survive termination of this Contract for a period of five (5) years. Contractor further agrees to take appropriate steps to instruct its personnel, agents, officers and any subcontractors regarding the obligations arising under this clause to insure such confidentiality.

- **69. COOPERATION WITH THIRD PARTIES** The Contractor shall be responsible for fully cooperating with any third party agents, including but not limited to subcontractors of the Authorized User, relating to delivery of product or coordination of services.
- **70. CONTRACT TERM EXTENSION** In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Purchasing Agent may be extended by the Purchasing Agent for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.

# 71. WARRANTIES & GUARANTEES Contractor hereby warrants and guarantees:

(a) To fully defend, indemnify and save harmless the County, Authorized Users and their respective officers, agents and employees from suits, actions, damages and costs of every name and description arising out of the acts or omissions of Contractor, its officers, employees,

subcontractors, partners, or agents, in any performance under this contract including: i) personal injury, damage to real or personal tangible or intangible property, without limitation; ii) negligence, either active or passive, without limitation, or iii) infringement of any law or of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or other third party intellectual proprietary rights, without limitation, provided that the County or Authorized User shall give Contractor: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, promptness of which shall be established by Authorized User upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Bidders sole expense, and (c) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the County or Authorized User may require Bidder/Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Purchasing Agent shall require.

- (b) Contractor warrants full ownership, clear title free of all liens, or perpetual license rights to any Products transferred to Authorized User under this Contract, and Contractor shall be solely liable for any costs of acquisition associated therewith without limitation. Contractor warrants that Authorized User will have undisturbed, peaceful use of the Products, including, without limitation, software, object or source codes, custom programming or third party intellectual property rights incorporated or embedded therein, and training modules or Documentation. Contractor fully indemnifies the County and Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.
- **(c)** To pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the contract.
- Unless recycled or recovered materials are available in accordance with the "Recycled & Recovered Materials" clause, Product offered shall be standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturers recommendations and standard practice. Every Product, including any substituted or replacement unit delivered, must be guaranteed against faulty material and workmanship for a period of one year from and after the date the unit is accepted unless otherwise specified by the County or Authorized User. Notwithstanding the foregoing, when the manufacturers standard guarantee for Product or any component thereof exceeds one year, the longer guarantee period shall apply to such unit or component thereof delivered under this contract. Furthermore, the Contractor agrees to extend its warranty period with regard to any Product delivered by the cumulative periods of time, after notification, during which the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty periods shall be borne solely by the Contractor, and the County or Authorized User shall in no event be liable or responsible therefore. This warranty shall survive any termination of the contract in accordance with the warranty term.
- (e) Where the provision of services requires the replacement or repair of Product, any replaced or repaired component, part or Product shall be new and shall, if available, be replaced by the original manufacturers component, part or Product. All proposed substitutes for the original manufacturers installed Product must be approved by the Authorized User before installation. The Product or part shall be equal to or of better quality than the original Product being replaced. Any Product replaced by the Contractor under the contract shall be guaranteed for one (1) year from the date of replacement and replaced at no cost to the Authorized User if found defective during that time.

(f) Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Purchasing Agent that it meets or exceeds all requirements of the bid and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workman's compensation, and shall provide such proof as required by the Purchasing Agent. Failure to do so may constitute grounds for the County to cancel or suspend this contract, in whole or in part, or to take any other action deemed necessary by the Purchasing Agent.

The Contractor further warrants and guarantees:

- i. His/Her/Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- ii. To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
- iii. To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.
  - iv. That all deliveries will be equal to the accepted bid sample.
- v. That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment The successful bidder shall make any such replacement immediately upon receiving notice from the County.
- vi. That all manufacturers product warranties and guarantees shall be furnished to the County, and that the County's rights thereunder shall not be in any way impaired or limited.

# 72. YEAR 2000 WARRANTY The following Year 2000 warranty applies to procurements of:

- A) Product, including: i) equipment incorporating embedded software or other technology (e.g. copiers, elevators, security systems), ii) software, or iii) other technology; or
- **Services** including: i) consulting, integration, code or data conversion ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing).

This Year 2000 Warranty shall survive beyond termination or expiration of the Contract through: a) one year, b) December 31, 2000, or c) the Contractor or Third Party Manufacturers stated Year 2000 warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

- (a) **Definitions** For purposes of this warranty, the following definitions shall apply:
  - **i.** "**Product**" shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal

components or subroutines therein which perform any date/time data recognition function, calculation, comparing or sequencing. Where services are furnished (e.g., maintenance, consulting, systems integration, code or data conversion, data entry) the term "Product" shall include resulting deliverables.

- **ii. "Contractors Product"** shall include all Product delivered under this Contract by Contractor other than Third Party Products.
- **"Third Party Product"** shall include product manufactured or developed by a corporate entity independent from Contractor and provided by Contractor on a non-exclusive licensing or other distribution agreement with the third party manufacturer. "Third Party Product" does not include product where Contractor is: (a) a corporate subsidiary or affiliate of the third party manufacturer/developer; and/or (b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.
- **(b) Warranty Disclosure** At the time of bid for individual or agency specific contracts, or at the time of ordering Product or Product quote for Essex County centralized contracts, Contractor must disclose in writing to Authorized User:
  - i. For Contractor Product and Products (including, but not limited to, Contractor and/or Third Party Products and/or Authorized Users Installed Products) which have been specified to perform as a system: Compliance or non-compliance of the Products individually and as a system with the Warranty set forth below; and
  - ii. For Third Party Product not specified to perform as part of a system: compliance on the grounds that the Contractor has passed-through the third party manufacturer Year 2000 Warranty or non-compliance based upon the fact that a) Contractor indicates that they can not pass through the third party manufacturers Year 2000 Warranty or b) there is no third party manufacturers Year 2000 Warranty to pass through.

NOTE: AN ABSENCE OR FAILURE TO FURNISH THE REQUIRED WRITTEN WARRANTY DISCLOSURE SHALL BE DEEMED A STATEMENT OF COMPLIANCE BY THE CONTRACTOR OF THE PRODUCT(S) OR SYSTEM(S) IN QUESTION WITH THE YEAR 2000 WARRANTY STATEMENT SET FORTH BELOW.

**(c) Year 2000 Warranty** Year 2000 Warranty "compliance" shall be defined in accordance with the following warranty statement:

Warranty Statement: Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Where a purchase requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

In the event of any breach of this warranty, Contractor shall restore the Product to the same level of performance as warranted herein, or repair or replace the Product with conforming Product so as to minimize interruption to Authorized Users ongoing business processes, time being of the essence, at Contractors sole cost and expense. This warranty does not extend to correction of Authorized Users errors in data entry or data conversion.

(d) YEAR 2000 Warranty on Services Where Contractor is providing ongoing services,

including but not limited to: i)consulting, integration, code or data conversion ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), in addition to the foregoing Year 2000 warranty on service deliverables, Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractors business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

### **GENERAL**

**73. APPLICABILITY In** addition to the terms contained in **Part I** (*General - All Procurements*), the terms contained in **Part II** (*Software & Technology Procurements*) apply to software and technology procurements.

### 74. DEFINITIONS - Part II

**DOCUMENTATION** The complete set of manuals (e.g. user, installation, instruction or diagnostic manuals) in either hard or electronic copy, necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product in accordance with the license rights.

**ENTERPRISE** The business operations in the United States of a Licensee or Enterprise Participant, without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Licensee or Enterprise Participant. For the County of New York, "business operations" shall be defined as the business operations of all Agencies, as defined in Part I.

**ENTERPRISE LICENSE** A contract which grants Enterprise Participants unlimited license rights to access, use and/or execute Product within the Enterprise.

**ENTERPRISE PARTICIPANTS** One or more Licensees, as defined in Part I, participating in an Enterprise License.

**LICENSE EFFECTIVE DATE** The date Product is delivered to an Authorized User. Where a License involves Licensees right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

**LOGICAL PARTITION** A subset of the processing power within a CEC which has been divided through hardware and/or software means (i.e. *Processor Resources/System Manager* [PR/SM]) so as to limit the total processing power which is accessible by an operating system image by individual users or individual software products.

**OBJECT CODE** The machine executable code that can be directly executed by a computers central processing unit(s).

**PHYSICAL PARTITION** A subset of the processing power within a CEC which has been derived through hardware means so as to limit the total processing power accessible by an operating system image by individual users or individual Products.

**SITE** The location (street address) where Product will be executed.

SOURCE CODE The programming statements or instructions written and expressed in any language

understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

**TERMS OF LICENSE** The terms and conditions set forth in the Contract which are in effect and applicable to a Product order at the time of order placement, and only such additional terms as are consistent therewith or more advantageous to the Authorized User as are set forth on the individual Product order form executed and approved by both Authorized User and Contractor.

**VIRUS** Any computer code, whether or not written or conceived by Contractor, which disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

# **TERMS AND CONDITIONS**

- **75. SOFTWARE LICENSE GRANT** Unless otherwise set forth in the Bid Specifications or Contract, where Product is acquired on a licensed based the following shall constitute the license grant:
  - (a) License Scope Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product with other product within its business enterprise in the United States. Licensee shall ha\~e the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish manufacturers proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.
  - **(b) License Term** The license term shall commence upon the License Effective Date. Where the terms of license permit licensing on a non-perpetual basis, the license term stated in the Contract shall be extended by the time periods allowed for testing and acceptance.
  - (c) Licensed Documentation Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product. If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractors expense: a) One (1) hard copy and One (1) Master Electronic Copy of the Documentation in diskette or CD-ROM format; or b) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:
  - Individual/Named User License 1 copy per License
  - Concurrent Users 8 copies per site
  - Processing Capacity 8 copies per site
  - (d) Product Use Product may be accessed, used, executed, reproduced, displayed, performed by Licensee to service all Authorized Users of the machine on which Product is installed, up to the capacity measured by the applicable licensing unit stated in the terms of license (i.e. payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation).
  - **(e) Permitted License Transfers** As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Authorized User site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days

prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site. (e.g., named users, seats, or MIPS); and ii) that, if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee.

Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturers standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("NonDisclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third partys compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the County or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (using, for example, but not limited to, JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the stated function or business activity.

- (g) Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: 1) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; 2) reproducing a reasonable number of copies of the Product and related documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and alter the declaration by the Licensee of a disaster; 3) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed under paragraph (F) above. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.
- **(h)** Confidentiality Restrictions The Product is a trade secret and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of license. Licensee will not remove or destroy any proprietary markings of Contractor.
- (i) Restricted Use by Licensee Except as expressly authorized by the terms of license, Licensee shall not:
  - a. Copy the Product;

- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- c. Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Product or the Documentation, or use the Product or Documentation in any service bureau arrangement;
- d. Disclose the results of Product performance benchmarks to any third party who is not an Authorized User without prior notice to Contractor;
- e. Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.
- **76. ENTERPRISE LICENSE OPTION FOR SOFTWARE** Multiple Authorized Users may license any Product offered under the Contract on behalf of their collective business operations. An Enterprise License shall incorporate the terms set forth in this Part II and the pricing set forth in the Contract, and additionally the following terms:
  - (a) Enterprise Defined Any Authorized User may be an Enterprise Participant. Enterprise Participants will be enumerated in the Enterprise License, including: i) contact name, ship to and main billing address of each Enterprise Participant, ii) street address of the included End User sites of each Enterprise Participant. The originally defined Enterprise may be modified at any time thereafter, including deletion or addition of Enterprise Participants, sites ownership to locations, provided that Contractor is given written notice and that any additional capacity required by such addition is licensed in accordance with the Enterprise License terms.
  - **(b) Product Use** Product licensed under this Enterprise Option shall be licensed with the rights set forth in this Part II, without reference to a specific designated system or Licensee, up to the maximum licensed capacity. Product may be used and freely transferable anywhere within the defined Enterprise, including higher or lower performance machines, and Enterprise Participants will not incur an increase in license, support or other charges provided that the aggregate utilization of the Product does not exceed the aggregate Enterprise Licensed capacity.
  - (c) Submission of Orders, Billing and Usage Reporting An Enterprise may be established for order placement and billing as either a "single" or "multiple" point of contact, at Licensees option. Where designated as a "single", one Enterprise Participant shall be designated as the lead agency and central point for submission of Purchase Orders, usage reporting and billing. Where designated as "multiple" point of contact, each designated Enterprise Participant shall be responsible for submission of Purchase Orders, reporting and billing with regard to its use of Enterprise Licensed Product. For either single or multiple point of contact Enterprises, a) Contractor agrees to hold each Enterprise Participant solely responsible for payment and performance; and b) Contractor shall be responsible for furnishing an annual report to each designated point of contact summarizing overall Enterprise License activity for the preceding twelve months.
  - (d) Shipping / Delivery Contractor shall be responsible for delivery of Master Copies of Enterprise Licensed Product and documentation to Enterprise Participants. Within either "Single" or "Multiple" Enterprise Licenses, shipping and delivery of Master Copies of Product and Documentation shall be the responsibility of Contractor to each "ship to" location specified on the Purchase Order(s). Distribution and installation of Enterprise Licensed Product to End Users at a site shall be the responsibility of the Licensee.
  - **(e) Enterprise Operating Systems** Unless otherwise specified by the parties, up to ten (10) hardware/operating system combinations for Product shall be included at no additional charge.

The initial ten hardware/operating systems may be specified at any time within five (5) years of the Enterprise License effective date. Additional hardware/operating systems beyond the initial ten (10) may be specified at anytime by the Enterprise, however if additional copies of Product are required for hardware/operating systems beyond the initial ten, the cost for such systems will be as mutually agreed between the parties.

- **(f) Product Acceptance** Each Enterprise Participant shall have a right of acceptance, as set forth above in this Part II, only for the first copy of Product for its site(s).
- (g) Enterprise Fees Enterprise License Fees shall be set forth in the Contract. Notwithstanding the foregoing, the Product license fees for additional copies or units of capacity for Enterprise licensed Product shall not increase by more than six percent (6%) annually each year during the Enterprise License term. Contractor may offer additional discounts/incentives for Enterprise Participants as may be mutually agreed between the parties. Enterprise Participants shall be entitled to aggregate the volume of all Enterprise Participants for purposes of establishing any applicable discounts under the Contract, and Enterprise Licensed Volume shall be aggregated with volume of non-Enterprise Licensed Product otherwise purchased under the centralized Contract. Upon termination of the Enterprise, Enterprise Participants have the right to acquire additional capacity or users at the Enterprise License price for twelve months after the termination of the Enterprise License.
- (h) Technical Support Unless otherwise mutually agreed, technical support is optional and may be elected individually by Product by each Enterprise Participant. Where an Enterprise Participant is under a current maintenance or technical support contract, such Enterprise Participant shall be entitled to credit any support paid covering any portion of the Enterprise License Term to the fees due under the Enterprise license.

Enterprise Participants shall have the right to partially or wholly de-support a subset of unused Enterprise licensed capacity upon written notice to Contractor at the end of any then - current technical support term without penalty or charge. The capacity for a Program license which has been de-supported must remain inactive and may not be used within the Enterprise unless technical support for such capacity has been reinstated. In the event of de-support, Contractor reserves the right to reasonably determine compatibility of future releases or new programs prior to shipment.

- (i) Merger of Two or More Enterprises Two or more Enterprises may be merged to form a larger Enterprise for the purpose of sharing and exchanging data at no additional license fee provided that participants give Contractor notice of such merger and that the combined capacity does not exceed the maximum capacity of the individual licenses.
- (j) "Nested" Enterprises Individual Enterprise License participant(s) may license additional capacity or products for the specific use of a subset of the larger enterprise. Said participant(s) must certify in writing to Contractor that such use is only by the enumerated subset of participants.
- **(k) Default** A default by any Enterprise Participant shall entitle the Contractor to the remedies against such participant under the Contract, but shall not be deemed a default by the remaining non-defaulting Enterprise Participants.
- 77. PRODUCT ACCEPTANCE Unless otherwise provided in the Bid Specifications, the County and/or Authorized User(s) shall have sixty (60) days from delivery to accept Product. Failure to provide notice of acceptance or rejection by the end of the period provided for under this clause would constitute acceptance by the County or Authorized User(s) as of the expiration of that period.

Unless otherwise provided in the Bid Specifications, The County or Authorized User shall have

the option to run acceptance testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, The County or Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the County or Authorized User, and shall be made part of the Contractors standard documentation. The test data shall remain accessible to the County or Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within sixty (60) days from delivery, and the Contractor or Product is responsible for the delay, The County or Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for another sixty (60) day increment. The County or Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the County or Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the The County or Authorized Users agents or employees. Said costs shall be limited to fees paid to Contractor, if any, or any liability for costs incurred at the direction or recommendation of Contractor.

- **78. AUDIT OF LICENSED PRODUCT USAGE** Contractor shall have the right to periodically audit, at its expense, use of licensed Product at any site where a copy of the Product resides provided that: i) Contractor gives Licensee or Enterprise Participants at least thirty (30) days advance notice, ii) such audit is conducted during such party's normal business hours iii) each Licensee or Enterprise Participant is entitled to designate a representative who shall be entitled to participant and simultaneously review all information obtained by the audit, and shall be entitled to copies of all reports, data or information obtained by the Contractor; and iv) if the audit shows that such party is not in compliance such party shall be liable for the unlicensed capacity and shall be required to purchase the additional units or rights necessary to bring it into compliance.
- **79. OWNERSHIP / TITLE TO CUSTOM PRODUCTS OR PROGRAMMING** Where contract deliverables include custom products or programming, title, rights and interests to such Product(s) shall be determined as follows:

# (a) Definitions

**Product** For purposes of this section, the term "Product" shall have the meaning set forth in Part I of these *General Specifications*, which includes, but is not limited to: software applications or programming, programming tools, documentation ~including user or training manuals), modules, interfaces, templates, and other elements such as utilities, subroutines, algorithms, formulas, source code, object code, reports, drawings, or data.

"Existing Product" is defined as any proprietary material(s) existing or developed independently and not at the expense of Licensee.

- "Custom Product" is defined as any material(s), exclusive of Existing Product, created, prepared, written, compiled or developed by Contractor, or anyone acting on his behalf for The County or Authorized User pursuant to the Contract.
- (b) Contractor or Third Party Manufacturers Title to Existing Product Title to Existing Product(s) does not transfer. With respect to such Existing Product(s), whether embedded in or operating in conjunction with Custom Product, Contractor warrants: a) all right, title and interest in Contractors Existing Product(s); or b) all license rights, title and interest in third party Existing

Product(s), which include the right to grant to The County or Authorized User an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s). Contractor hereby grants a irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s) embedded in or transferred for use in conjunction with Custom Product(s). The Licensee agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted under this paragraph prior to distribution or use.

- (c) Title to Custom Product Title to Custom Product(s), excluding Existing Product, shall be deemed the sole and exclusive property of the County or Authorized User, who shall have all right, title and interest (including ownership and copyrights). For the purposes of the federal copyright law, execution of this contract shall constitute an assignment of all right, title and interest in the Custom Product(s) by Contractor to the County or Authorized User. The County or Authorized User, in its sole discretion, reserves the right to sell Custom Product or to license them on an exclusive or non-exclusive basis to Contractor or other Third Parties. Contractor hereby agrees to take all necessary and appropriate steps to ensure that Custom Product is protected against unauthorized use, execution, reproduction, display, performance, or distribution by or through Contractor, its partners or agents. Notwithstanding this reservation of title, Contractor shall not be precluded from using the related or underlying general knowledge, skills and experience developed in the course of providing the Custom Product in the course of Contractor's business.
- (d) Acquisitions Funded By Tax Exempt Financing In addition to the foregoing rights under a, b and c, the sale or licensing of Custom Product or rights therein shall not occur until such Product or rights are or become useable, and shall be at fair market value which shall be determined at the time of sale or licensing. Any such transfer shall be pursuant to a separate written agreement. If the Contract deliverables are to be funded through tax exempt financing, the County or Authorized User may assign to a Trustee or other entity for security purposes County or Authorized Users ownership and license rights in Custom and Existing Products. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.
- (e) Other Acquisitions (Not Funded by Tax Exempt Financing) In addition to the rights set forth above (paragraphs "a", "b" and "c"), the County or Authorized User reserves the right to transfer any or all rights to Custom Materials on an exclusive or non-exclusive basis. Where such transfer (sale or licensing) is provided in the Bid Specifications, Contractor shall include a purchase price for such rights in its bid. Such price shall be offered as a deduction from Contractor's overall Bid or Project Bid price, and shall be weighted as set forth in the bid evaluation criteria, if any. Such rights shall transfer to the successful Bidder/Contractor upon successful completion and acceptance by the County or Authorized User of all contract deliverables. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.
- **80. PROOF OF LICENSE** The Contractor must provide to each Licensee who places a Product order either: a) the Product manufacturer's certified License Confirmation Certificates in the name of each such Licensee; or b) a written confirmation from the Product manufacturer accepting Contractors Product invoice as proof of license. Bidder or Contractor shall submit a sample manufacturers certificate, or alternatively such written confirmation from the manufacturer, with the Bid or Contract. Such certificates must be in a form acceptable to the Licensee.
- **81. PRODUCT VERSION** Product orders shall be deemed to reference Manufacturers most recently released model or version of the Product at time of delivery, unless an earlier model or version is specifically requested in writing by the County or Authorized User and Contractor is willing to provide such version.
- 82. MIGRATION TO CENTRALIZED CONTRACT The County or Authorized User may obtain

additional Product authorized under this contract, (e.g., licensed capacity upgrades, new releases, documentation, maintenance, consulting or training) whether or not Product was initially obtained independently of this contract. The County or Authorized Users election to obtain additional Product shall not operate to diminish, alter or extinguish rights previously granted.

- **83. NOTICE OF PRODUCT DISCONTINUANCE** In the event that a Product manufacturer proposes to discontinue maintenance or support for Product, Contractor shall (1) notify the County and each Authorized User in writing of the intended discontinuance, and (2) continue to provide maintenance and support for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than eighteen (18) months from the date of notice, and (3) at The County or Authorized Users option, either a) provided that the County or Authorized User is under maintenance, provide the County or Authorized User with either a Product replacement with equivalent functionality at no additional charge, or b) provide County or Authorized User with the source code for Licensed Product at no additional charge to enable it to continue use and maintenance of the Product.
- **84. REINSTATEMENT OF MAINTENANCE** The County or Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon written notice to Contractor. In the event that The County or Authorized User discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor at rates which would have been due under the contract for the period of time that such maintenance had lapsed, or for twelve months, whichever is less.
- **85. NO HARDSTOP / PASSIVE LICENSE MONITORING** Contractor hereby represents, warrants and covenants that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs", "time locks", or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Contractor agrees that in the event of a breach or alleged breach of this provision that The County or Authorized User shall not have an adequate remedy at law, including monetary damages, and that The County or Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which The County or Authorized User shall be entitled.
- **86. ADDITIONAL WARRANTIES / GUARANTEES** Where Contractor or Product manufacturer offers additional or more advantageous warranties than set forth herein, Contractor shall offer or pass through any additional or more advantageous warranties to The County or Authorized Users. In addition to the 'Warranties/Guarantees' set forth in Part I, Contractor makes the following warranties.
  - (a) Product Performance Warranty Contractor represents and warrants that the Products delivered pursuant to this contract conform to the manufacturers specifications, performance standards, and documentation and that the documentation fully describes the proper procedure for using the Products in an efficient manner. Contractor does not warrant that software is error-free.

In the event that Contractor does not remedy a substantial breach of this warranty within the cure period, Licensee shall also have the right to terminate any payments due Contractor, with a refund of the any fees prospectively paid from the date of breach.

**(b)** Year 2000 Warranty For all procurements of Product, Contractor must furnish a warranty statement in accordance with the NYS Standard Year 2000 Warranty Compliance Statement set forth in Part I at the time of bid for agency specific contracts or product order for centralized contracts.

**(c) Virus Warranty** Contractor represents and warrants that Licensed Software contains no known viruses. Bidder is not responsible for viruses introduced at Licensees site. For purposes of this provision, "Virus" shall have the meaning set forth in Part II, "Definitions".

A breach of any of the foregoing shall be deemed a material breach of the Contract or any License granted thereunder. The defaulting party shall be given written notice of a warranty breach under this section and shall have a thirty (30) day period to cure such breach.

87. INDEMINIFICATION THE WARRANTIES SET FORTH IN THESE GENERAL SPECIFICATIONS (PARTS I and II) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Contractor shall defend, indemnify and save harmless the County and Authorized Users from suits, actions, claims, damages and costs arising under or connected to Contractors actions, and except where express loss liabilities set forth elsewhere in the Contract provide for a higher loss limitation liability than as set forth in this paragraph, or where such express provisions impose Contractor liability on "without limitation", the total liability of Contractor for such claim(s), regardless of the nature and basis for the claim, shall not exceed two (2) times the fees paid for the applicable Product. For any suit, action, claim, damages or costs arising under or are connected to personal injury or property damage, or breach of the title, patent and copyright warranties, Contractor shall be fully liable without limitation.

The County or Authorized User may retain such moneys from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted by or against the County or Authorized User, provided however, that Contractor shall not indemnify each such entity to the extent that any claim, loss or damages arising hereunder is caused by the negligence act or failure to act of said entity.

88. SOURCE CODE ESCROW FOR LICENSED PRODUCTS If source code or source code escrow is offered by either Contractor or Product manufacturer/developer to any other commercial customers, Contractor either: i) will provide Licensee with the Source Code for the Product; or ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the County, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the County, or iii) will certify to the County that the Product manufacturer/developer has named the County, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the County and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above. Contractor shall identify the escrow agent upon commencement of the contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The County may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.



Andrew M. Cuomo, Governor

Colleen C. Gardner, Commissioner

**Essex County** 

Donna Thompson, Sr Purchasing Clerk 7551 Court St Elizabethtown NY 12932 Schedule Year Date Requested PRC#

2011 through 2012 06/22/2012 2012005489

Location

various locations

Project ID# Project Type

Public Safety Radio Communications System Site Development, Construction and Civil Engineering

Services

## PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2011 through June 2012. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website <a href="https://www.labor.state.ny.us">www.labor.state.ny.us</a>. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT			
Date Completed:	Date Cancelled:		
Name & Title of Representative:			

Phone: (518) 457-5589 Fax: (518) 485-1870 W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

# General Provisions of Laws Covering Workers on Article 8 Public Work Contracts

### Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

## Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

### Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

# Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website <a href="https://www.labor.state.ny.us">www.labor.state.ny.us</a>.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.state.ny.us.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.state.ny.us.

# **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8. Section 220-a).

# Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

# Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

# **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

# **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

# **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

### **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

### **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

# Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

## **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Andrew M. Cuomo, Governor

Colleen C. Gardner, Commissioner

**Essex County** 

Donna Thompson, Sr Purchasing Clerk 7551 Court St Elizabethtown NY 12932 Schedule Year Date Requested PRC# 2011 through 2012 06/22/2012 2012005489

Location

various locations

Project ID# Project Type

Public Safety Radio Communications System Site Development, Construction and Civil Engineering

Services

## **Notice of Contract Award**

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

# Contractor Information All information must be supplied

Federal Employer Identification Number:					
Name:					
City:  Amount of Contract:  Approximate Starting Date:  Approximate Completion Date:	State:	Zip:  Contract Type:  [ ] (01) General Construction  [ ] (02) Heating/Ventilation  [ ] (03) Electrical  [ ] (04) Plumbing  [ ] (05) Other :			

Phone: (518) 457-5589 Fax: (518) 485-1870 W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

# IMPORTANT NOTICE

# **FOR**

# CONTRACTORS & CONTRACTING AGENCIES

# **Social Security Numbers on Certified Payrolls**

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the <u>last four digits</u> of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

# To all State Departments, Agency Heads and Public Benefit Corporations IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

# **Budget Policy & Reporting Manual**

**B-610** 

# **Public Work Enforcement Fund**

effective date December 7, 2005

# 1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

# 2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

# 3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

# To all State Departments, Agency Heads and Public Benefit Corporations IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor Administrative Finance Bureau-PWEF Unit Building 12, Room 464 State Office Campus Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

# Construction Industry Fair Play Act

# Required Posting For Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, <a href="www.labor.ny.gov">www.labor.ny.gov</a>.

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.state.ny.us.



# New York State Department of Labor Required Notice under Article 25-B of the Labor Law

# ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: YOU ARE COVERED BY THE CONSTRUCTION INDUSTRY FAIR PLAY ACT

# The law says that you are an employee <u>unless</u>:

- You are free from direction and control in performing your job AND
- You perform work that is not part of the usual work done by the business that hired you AND
- You have an independently established business

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

# IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.

# **Employee rights**. If you are an employee:

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - o workers' compensation benefits for on-the-job injuries
  - o payment for wages earned, minimum wage, and overtime (under certain conditions)
  - o prevailing wages on public work projects
  - o the provisions of the National Labor Relations Act and
  - o a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

# Independent Contractors: If you are an independent contractor:

You must pay all taxes required by New York State and Federal Law.

**Penalties** for paying off-the-books or improperly treating employees as independent contractors:

• **Civil Penalty** First Offense: up to \$2,500 per employee.

Subsequent Offense(s): up to \$5,000 per employee.

• Criminal Penalty First Offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine

and debarment from performing Public Work for up to one year. Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a \$50,000 fine and debarment from performing Public Work for up to 5

years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to <a href="mailto:dol.misclassified@labor.state.ny.us">dol.misclassified@labor.state.ny.us</a>. All complaints of fraud and violations are taken seriously and you can remain anonymous.

# **Employer Name:**

IA 999 (09/10)

# **WORKER NOTIFICATION**

(Labor Law §220, paragraph a of subdivision 3-a)

# Effective February 24, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the prevailing wage rate for their particular job classification on each pay stub\*. It also requires contractors and subcontractors to post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

<sup>\*</sup> In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

New York State Department of Labor Bureau of Public Work

# Attention Employees

# THIS IS A: PUBLIC WORK PROJECT

If you are employed on this project as a worker, laborer, or mechanic you are entitled to receive the prevailing wage and supplements rate for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007: These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

If you feel that you have not received proper wages or benefits, please call our nearest office.\*

Albany	(518) 457-2744	Patchogue	(631) 687-4886
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

\* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or www.comptroller.nyc.gov – click on Bureau of Labor Law.

Contractor Name:		
Project Location:		

# OSHA 10-hour Construction Safety and Health Course – S1537-A

# Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.

(03.12) Page 1 of 2

# **Where to find OSHA 10-hour Construction Course**

1. NYS Department of Labor website for scheduled outreach training at:

www.labor.state.ny.us/workerprotection/safetyhealth/DOSH\_ONSITE\_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

# Rochester Institute of Technology OSHA Education Center

Rochester, NY Donna Winter

Fax (585) 475-6292 e-mail: <u>dlwtpo@rit.edu</u> (866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

# **Atlantic OSHA Training Center**

UMDNJ – School of Public Health Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: <a href="mailto:crooksje@umdnj.edu">crooksje@umdnj.edu</a>

(732) 235-9455

https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

# **Atlantic OSHA Training Center**

University at Buffalo Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail:<u>mailto:japs@buffalo.edu</u>

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule\_OSHA.php

# **Keene State College**

Manchester, NH Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:

www.OutreachTrainers.org

(03.12) Page 2 of 2

## Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of \$250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

\*\*A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

# WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and
  use a PLA if it will provide the best work at the lowest possible price. If a PLA is
  used, all contractors shall participate in apprentice training programs in the
  trades of work it employs that have been approved by the Department of Labor
  (DOL) for not less than three years. They shall also have at least one graduate
  in the last three years and use affirmative efforts to retain minority apprentices.
  PLA's would be exempt from Wicks, but deemed to be public work subject to
  prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

# **IMPORTANT INFORMATION**

## Regarding Use of Form PW30R

"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

## To use the '4 Day / 10 Hour Work Schedule':

There MUST be a *Dispensation of Hours (PW30)* in place on the project

## AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30R Form.

## REMEMBER...

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(**Please note**: For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

## **Instructions for Completing Form PW30R**

## "Employer Registration for Use of 4 Day / 10 Hour Work Schedule"

## Before completing Form PW30R check to be sure ...

- There is a Dispensation of Hours in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

## **Instructions (Type or Print legibly):**

## **Contractor Information:**

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

## **Project Information:**

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown,NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications
  - o Go to pages 2 and 3 of the form
  - o Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply
    - \*\*\*Do not write in any additional Classifications or Counties. \*\*\*

## **Requestor Information:**

• Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

#### **Return Completed Form:**

- Mail the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC Bldg.12 Rm.130, Albany, NY 12240 -OR -
- Fax the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870



## New York State Department of Labor Bureau of Public Work

W. Averell Harriman State Office Campus Building 12 - Room 130 Albany, New York 12240 Phone - (518) 457-5589 Fax - (518) 485-1870

# **Employer Registration for Use of 4 Day / 10 Hour Work Schedule**

Before completing Form PW30R check to be sure ...

There is a Dispensation of Hours in place on the project.

The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.

The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

## Please Type or Print the Requested Information

When completed ...

Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240

-01-

Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Info	rmation		
Company Name:			FEIN:
Address:			
		_	Zip Code:
Phone Number	Fax Number:	Email Ad	dress:
Contact Person:			
	Fax No:		
<b>Project Informa</b>	tion		
Project PRC#:	Pro	oject Name/Type:	
Exact Location of Project:		C	ounty:
(If you are Subcontractor)	2:		
	Vork 4/10 Schedule: ( <u>Choose al</u>	l that apply on Job Cla	nssification Checklist - Pages 2 & 3) nal Classifications or Counties***
Requestor Information	mation		
Name:			
Title:		Date :	

PW-30R (06 -12)

## **Job Classification Checklist**

## (Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag#	Applicable Counties	Check Box
Carpenter - Building	1042	Clinton, Essex, Franklin	
Carpenter - Building	370	Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie	
Carpenter - Building	370Z2	Hamilton, Warren, Washington	
Carpenter - Building	370Z3	Saratoga	
Carpenter - Heavy&Highway	370Saratoga	Saratoga	
Carpenter - Heavy&Highway	370/1042H/H	Clinton, Essex, Franklin, Hamilton	
Carpenter - Heavy&Highway	370H/H	Albany, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie, Warren, Washington	
Carpenter - Building	85	Livingston, Monroe, Ontario, Wayne, Wyoming	
Carpenter - Building	281B	Cayuga, Seneca, Yates	
Carpenter - Heavy/Highway	281HH	Cayuga, Seneca, Yates	
Carpenter - Building/Heavy&Highway	280	Genesee, Niagara, Orleans, Wyoming	
Carpenter - Building/Heavy&Highway	9	Erie, Cattaraugus	
Carpenter - Heavy&Highway	66h	Allegany, Chautauqua, Cattaraugus	
Carpenter - Building	66	Allegany, Chautauqua, Cattaraugus	
Carpenter - Building	277 CST	Cortland, Schuyler, Tompkins	
Carpenter - Building	277 JLS	Jefferson, Lewis, St. Lawrence	
Carpenter - Building	277 omh	Herkimer, Madison, Oneida	
Carpenter - Building	277 On	Onondaga	
Carpenter - Building	277 Os	Oswego	
Carpenter - Heavy/Highway	277h CST	Cortland, Schuyler, Tompkins	
Carpenter - Heavy/Highway	277h JLS	Jefferson, Lewis, St. Lawrence	
Carpenter - Heavy/Highway	277h On	Onondaga	

## **Job Classification Checklist**

## (Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Applicable Counties	Check Box
Carpenter - Heavy/Highway	277 oneidah	Herkimer, Madison, Oneida	
Carpenter - Heavy/Highway	277h Os	Oswego	
Electrician	25m	Nassau, Suffolk	
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	
Electrician	840Teledata and 840 Z1	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	
Electrician Lineman	1249a	Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates	
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamiliton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	

## **Job Classification Checklist**

## (Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

Job Classification	Tag #	Applicable Counties	Check Box
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	
Laborers - Residential Deconstruction, Demolition	601	Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Essex, Franklin, Genesee, Jefferson, Lewis, Livingston, Monroe, Onondaga, Ontario, Orleans, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Wayne, Wyoming, Yates	
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	
Operating Engineer - Heavy/Highway	137H/H	Putnam, Westchester	
Painter	178 B	Broome, Chenango, Tioga	
Painter	178 E	Chemung, Schuyler, Steuben	
Painter	178 O	Delaware, Otsego	
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	
Painter	38.O	Oswego	
Painter	4-Buf,Nia, Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	
Painter	4-Jamestown	Cattaraugus, Chautauqua	
Painter	150	Livingston, Monroe, Ontario, Wayne, Yates	
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

#### Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

#### Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

#### **Overtime**

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

## **Supplemental Benefits**

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

#### **Effective Dates**

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.state.ny.us) for current wage rate information.

## **Apprentice Training Ratios**

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor Bureau of Public Work State Office Campus, Bldg. 12 Albany, NY 12240

District Office Locations:	Telephone #	FAX#
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

## **Essex County General Construction**

Asbestos Worker 06/01/2012

#### JOB DESCRIPTION Asbestos Worker

**DISTRICT** 9

## **ENTIRE COUNTIES**

Albany, Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

#### WAGES

Per hour

7/01/2011

Asbestos Worker Removal & hazardous

abatement Only \$ 17.50 plus additional \$3.00\*

Only for the removal of insulation materials from mechanical systems which are not going to be scrapped.

\* To be allocated at a later time.

#### SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman \$ 7.50

#### **OVERTIME PAY**

See (B, E, \*Q, \*\*T, V) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE

Overtime: See (2, 4, 6, 25) on HOLIDAY PAGE

\*Code Q applies to 4,6,25. \*\*Code T applies to 2.

9-12a - Removal Only

Boilermaker 06/01/2012

## JOB DESCRIPTION Boilermaker

## **DISTRICT** 1

#### **ENTIRE COUNTIES**

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

## WAGES

Per hour

07/01/2011

Boilermaker \$30.00

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeymen \$ 22.36

## **OVERTIME PAY**

See (\*B, \*\*E, Q) on OVERTIME PAGE

\*,\*\* DOUBLE TIME AFTER TEN HOURS ON MON.-SAT.

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

## **REGISTERED APPRENTICES**

Wages per hour

(1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour worked.

All Apprentices get same benefits as Journeyman.

1-197

Carpenter - Building	06/01/2012

JOB DESCRIPTION Carpenter - Building DISTRICT 1

## **ENTIRE COUNTIES**

Clinton, Essex, Franklin

WAGES

Per hour:	07/01/2011	06/01/2012	06/01/2013	06/01/2014
		An Additional	An Additional	An Additional
Carpenter	\$ 23.41	\$ 0.88**	\$ 1.29**	\$ 1.44**
Floor Coverer	23.41	0.88**	1.29**	1.44**
Carpet Layer	23.41	0.88**	1.29**	1.44**
Dry-Wall	23.41	0.88**	1.29**	1.44**
Lather	23.41	0.88**	1.29**	1.44**
Piledriver	23.66	0.88**	1.29**	1.44**
Diver-Wet Day	45.58	0.88**	1.29**	1.44**
Diver -Dry Day	24.41	0.88**	1.29**	1.44**
Diver Tender	24.41	0.88**	1.29**	1.44**

#### NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:

- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers:
- 0' to 80' no additional fee
- 81'to 100' additional \$.50 per foot per hour
- 101'to 150' additional \$1.00 per foot per hour
- 151'and deeper additional \$1.25 per foot per hour
- Penetration pay for Divers:
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot per hour
  - 101' and deeper additional \$1.00 per foot per hour
- (\*\*)To be allocated at a later date

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

## SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 15.67

## **OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

## **REGISTERED APPRENTICES**

Wages per hour

One year terms at the following percentage of Journeyman's base wage:

1st 2nd 3rd 4th 50% 60% 70% 80%

Supplemental Benefits per hour worked:

Carpenter

1st year term \$8.25 2nd year term 8.25 3rd year term 10.75 4th year term 10.75

1-291B-Cli

## Carpenter - Building / Heavy&Highway

06/01/2012

## JOB DESCRIPTION Carpenter - Building / Heavy&Highway

#### **DISTRICT** 1

**DISTRICT** 1

#### **ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

#### WAGES

Wages per hour:

07/01/2011

Carpenter - ONLY for Artificial Turf/Synthetic

Sport Surface Installer \$ 26.50

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

## **SUPPLEMENTAL BENEFITS**

Per hour Paid:

07/01/2011

\$ 18.00 Journeyman

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

See (2, 17) on HOLIDAY PAGE Paid: Overtime: See (6, 16, 27) on HOLIDAY PAGE

Note: When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.

## **REGISTERED APPRENTICES**

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st 2nd 3rd 4th 50% 60% 70% 80%

Supplemental Benefits per hour paid:

07/01/2011

Carpenter 1st year term \$ 9.00 2nd year term 14.40 15.30 3rd year term 4th year term 16.20

1-42AtSS

06/01/2012

JOB DESCRIPTION Carpenter - Heavy&Highway

**ENTIRE COUNTIES** 

Clinton, Essex, Franklin, Hamilton

Carpenter - Heavy&Highway

**WAGES** 

Per hour:

07/01/2011

Carpenter \$27.65 Millwright 29.15 Piledriver 27.65 Diver-Wet Day43.95Diver-Dry Day28.65Diver-Tender28.65

State or Federal designated hazardous site, requiring propectivegear shall be an additional \$1.50 per hour.

Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 16.05

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (2, 17) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

be observed as a Holiday.

#### REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's base wage

1st 2nd 3rd 4th 50% 60% 70% 80%

Supplemental Benefits per hour worked:

 1st year terms
 \$ 7.46

 2nd year terms
 12.01

 3rd year terms
 16.05

 4th year terms
 16.05

1-291HH-Ess

Electrician 06/01/2012

JOB DESCRIPTION Electrician DISTRICT 6

**ENTIRE COUNTIES** 

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

WAGES

Per hour: 07/01/2011

Electrician \$31.00 Cable Splicer 32.50 Tunnel worker/welder 32.50

NOTE:

A) Shift Work: The following rates will apply on all Contracting Agency mandated shifts worked between the hours listed below. The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency. If a shift begins outside of the stated shift hours, the rate paid would be determined by what shift period the majority of the hours were worked.

1st shift 8:00 AM to 4:30 PM Regular wage rate

2nd shift 4:30 PM to 1:00 AM Regular wage rate plus 17.3%

3rd shift 12:30 AM to 9:00 AM Regular wage rate plus 31.4%

B) Additional \$1.50 per hour for all underground and tunnel work working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or over

65 feet from mechanical lifts.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$15.65

\*plus 3% of gross wage

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

## **REGISTERED APPRENTICES**

(Hourly) terms at the following percentage of journeyman's wage.

07/01/2011	1-1000	to 2000	to 3500	to 5000	to 6500	to 8000
	40%	45%	50%	60%	70%	80%
	\$ 12.40	\$ 13.95	\$ 15.50	\$ 18.60	\$ 21.70	\$ 24.80
Tunnel apprentices 07/01/2011	\$ 13.90	\$ 15.45	\$ 17.00	\$ 20.10	\$ 23.20	\$ 26.30

Supplemental Benefits per hour worked:

Appr 1st & 2nd term \$6.94

\* plus 3% of gross wage

Appr All other terms \$ 15.65

\* plus 3% of gross wage paid.

6-910

## Elevator Constructor 06/01/2012

### JOB DESCRIPTION Elevator Constructor

### **DISTRICT** 1

## **ENTIRE COUNTIES**

Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

## **WAGES**

Per hour

07/01/2011

01/01/2012

Mechanic

\$ 38.94 \$ 40.09

Helper

700/ 514 1 : 700/ 514 1

70% of Mechanic 70% of Mechanic Wage Rate Wage Rate

(\*\*)To be allocated at a later date

\*\*\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\*\*\*

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman/Helper

\$ 21.785\* \$ 23.535\*

<sup>\*</sup> NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID ON STRAIGHT TIME RATE OR PREMIUM TIME RATE.

<sup>\*</sup> NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID ON STRAIGHT TIME RATE OR PREMIUM TIME RATE.

**DISTRICT** 1

\*Plus 6% of wages if less than 5 years service \*Plus 8% of wages if more than 5 years service

**OVERTIME PAY** 

See (D, O) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on

Monday.

**REGISTERED APPRENTICES** 

Wages per hour

1st 6mo 2nd 6mo 2nd yr 3rd yr 4th yr 50 % 55 % 65 % 70 % 80 %

Supplemental Benefits per hour worked

Apprentices \$21.785

+6% +6% of wage

1-35

Glazier 06/01/2012

JOB DESCRIPTION Glazier

**ENTIRE COUNTIES** 

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

\$ 23.535

**WAGES** 

Per hour

07/01/2011 05/01/2012 05/01/2013 An Additional An Additional

Glazier base wage \$ 23.60 \$1.50\*\* \$1.50\*\*

+ additional \$1.50 per hour for all hours worked

\*High Work Base Wage 27.65

+ additional \$3.30 per hour for all hours worked

(\*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

(\*\*)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 13.98 Journeyman High Work 19.18

**OVERTIME PAY** 

See (B, E, E2, Q) on OVERTIME PAGE

Premium is applied to the respective base wage only.

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

REGISTERED APPRENTICES

Wages per hour

Apprentice Glazier One Half Year (900 hr) terms at the following percentage of Journeyman's base wage.

4th 6th 1st 2nd 3rd 5th 7th 8th 65% 75% 90% 95% 35% 45% 55% 85%

**DISTRICT** 1

+ additional \$1.50 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work One Half Year (900 hr) terms at the following percentage of Journeyman's Hi-Work base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%

+ additional \$3.30 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

For apprentices indentured after 07/01/2009 the following supplemental benefit applies:

Apprentice

 1st-4th term
 \$12.63

 5th-8th term
 13.98

 Apprentice High Work
 1st-4th term
 \$ 14.78

 5th-8th term
 19.18

For apprentices indentured prior to and including 07/01/2009, the following supplemental benefit applies:

Apprentice \$ 13.98 Apprentice High Work 19.18

\_\_\_\_

1-201

Insulator - Heat & Frost 06/01/2012

#### JOB DESCRIPTION Insulator - Heat & Frost

## ENTIRE COUNTIES

Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

#### **WAGES**

Wages per hour	07/01/2011	05/01/2012
		An Additional
Asbestos Worker*	\$ 28.83	\$ 1.50**
Insulator*	28.83	1.50**
Firestopping Worker*	24.51	1.50**

(\*)On Mechanical Systems only. (\*\*)To be allocated at a later date

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 18.26

## **OVERTIME PAY**

See (\*B1, \*\*Q) on OVERTIME PAGE

\*B1=Double time begins after 10 hours on Saturday

\*\*Q=Triple time on Labor Day if worked.

## **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

When a holiday falls on Sunday the following Monday shall be observed as the holiday.

## **REGISTERED APPRENTICES**

Wages per hour

one year terms at the following percentage of Journeyman's wage.

1st 2nd 3rd 4th 60 % 70 % 80 % 90 %

Supplemental Benefits per hour worked:

Apprentices \$ 18.26

1-40

Ironworker 06/01/2012

## JOB DESCRIPTION Ironworker

#### **DISTRICT** 1

**DISTRICT** 1

#### **ENTIRE COUNTIES**

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

07/01/2011

#### **PARTIAL COUNTIES**

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown. Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternut, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

## **WAGES** Per hour

Ornamental	\$ 27.65
Reinforcing	27.65
Rodman	27.65
Sheeter Bucker-up	27.90
Structural & Precast	27.65
Mover/Rigger	27.65
Fence Erector	27.65
Stone Derrickman	27.65
Sheeter	27.90
Curtain Wall Installer	27.65
Metal Window Installer	27.65

#### SUPPLEMENTAL BENEFITS

Per hour worked

**JOURNEYMAN** \$22.46

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

## **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

## **REGISTERED APPRENTICES**

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2011
1st yr 2nd yr 3rd yr 4th yr	\$ 16.00 18.00 20.00 22.00
Supplemental Benefits per hour worked 1st year 2nd year 3rd year 4th year	\$ 8.50 16.83 18.02 19.18

1-12

**Laborer - Building** 06/01/2012

## JOB DESCRIPTION Laborer - Building

## **ENTIRE COUNTIES**

Clinton, Essex, Warren

## **WAGES**

GROUP #A:

Basic Rate, Multi Trade Tender, Pipe Layer (water, sewer & etc), Self-propelled equipment operator

#### GROUP #B:

Demolition and wrecking, Concrete or plaster pump.

GROUP #C:

Sandblaster on construction clean-up, Drilling equipment only where a separate air compressor unit supplies power, Metal formsetter (sidewalk) and Curb Setter, Asphalt Raker, and Tail/Screwman on paving machine.

GROUP #D:

Acetylene Burner on demolition and cutting of Pipe

GROUP #E: Blaster

GROUP #F:

Workers in kilns, tanks, boilers etc., Asbestos & Hazardous Waste Work.

WAGES per hour

W/GEO per riodi	07/01/2011	07/01/2012 An Additional
Group # A Group # B Group # C Group # D Group # E Group # F	\$ 19.78 19.93 20.08 20.23 20.28 20.78	\$ 0.95*

<sup>\*</sup>To be allocated at a later date.

## **SUPPLEMENTAL BENEFITS**

Per hour worked

Journeymen \$ 15.67

**OVERTIME PAY** 

See (B, E, \*E2, Q) on OVERTIME PAGE

\*Inclement weather makeup day may be provided November 15 to May 15.

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wages per hour

Terms are at the following percentage of Group Rate A.

0-1,333 Hrs 1,334-2,666 Hrs 2,667-4,000 Hrs 70% 80% 90%

Supplemental Benefits per hour worked

Apprentices \$ 15.67

1-186ew

06/01/2012

## Laborer - Heavy&Highway

**DISTRICT** 1

JOB DESCRIPTION Laborer - Heavy&Highway

ENTIRE COUNTIES

Clinton, Essex, Warren

**WAGES** 

GROUP # A:

Basic Rate, Drill Helper, Flagman, Outboard and Hand Boats.

#### GROUP #B:

Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

## GROUP # C:

Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Raker, Powderman, Tail or Screw Operator on Asphalt Paver.

GROUP # D:

Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

GROUP # E:

Hazardous waste, Lead & Abestos abatement.

WAGES per hour	07/01/2011	07/01/2012 An Additional
Group # A	\$ 22.94	\$ 1.35*
Group # B	23.14	
Group # C	23.34	
Group # D	23.54	
Group # E	24.94	

All employees who work a single irregular shift starting between 5:00 pm and 1:00 am on governmental mandated night work shall be paid an additional \$1.75 per hour.

(\*)To be allocated at a later date

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeymen \$ 16.33

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

#### **REGISTERED APPRENTICES**

Wages per hour

Terms are at the following percentage of Group A rate.

Supplements per hour worked

Apprentices \$ 16.33

1-186/2h

Laborer - Tunnel 06/01/2012

JOB DESCRIPTION Laborer - Tunnel

**DISTRICT** 1

ENTIRE COUNTIES

Clinton, Essex, Warren

**WAGES** 

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, all Shaft-work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Hazardous/Waste Work

WAGES (per hour)

07/01/2011

Tunnel Laborer:

Group A \$ 26.12 Group B 26.32 Group C\* 28.12 \*Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman 16.33

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (5, 6) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday.

## **REGISTERED APPRENTICES**

Wages per hour

Terms are at the following percentage of Group B rate.

Supplements per hour worked

Apprentices \$ 16.33

1-186T

Lineman Electrician 06/01/2012

#### JOB DESCRIPTION Lineman Electrician

#### DISTRICT 6

#### **ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

## **WAGES**

Per hour:

NOTE: Includes Teledata Work within Ten feet of High Voltage Transmission Lines

Below rates applicable on all Overhead and Underground Transmission line work & Fiber Optic Cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction.

	07/01/2011	05/07/2012
Lineman/Tech./Welder	\$ 44.52	\$45.23
Cable splicer	44.52	45.23
Digging Machine Operator	40.07	40.71
Tractor Trailer Driver	37.84	38.45
Groundman/Truck Driver	35.62	36.18
Mechanic 1st Class	35.62	36.18
Flagman	26.71	27.14

Additional 1.00 per hr.for entire crew when a helicopter is used.

Below rates apply on Switching Structures, Maintenance projects, Railroad Catenary install/maint, Third rail installation, Bonding of Rails and pipe type cable and installation of Fiber Optic Cable.

Lineman/Technician/Welder	\$ 43.31	\$ 44.01
Digging Machine Operator	38.98	39.61
Tractor Trailer Driver	36.81	37.41
Groundman/Truck Driver	34.65	35.21
Mech. 1st Class	34.65	35.21
Flagman	25.99	26.41
Certified WelderPipe Type Cable	45.48	46.21
Cable Splicer pipe type cable	47.64	48.41

Additional 1.00 per hour for entire crew when a helicopter job.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of Fiber Optic Cable where no other construction trades are or have been involved.

Lineman /Techician	\$ 42.02	\$ 42.72
Welder/Cable Splicer	42.02	42.72
Digging Machine Operator	37.82	38.45
Tractor Trailer Driver	35.72	36.31
Groundman/Truck Driver	33.62	34.18
Mechanic 1st Class	33.62	34.18
Flagman	25.21	25.63

Additional 1.00 per.hr.for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work"

Lineman/Technician	\$ 42.02	\$ 42.72
Cable Splicer pipe type cable	46.22	46.99
Certified Welder pipe type	44.12	44.86
Digging Machine Operator	37.82	38.45
Tractor Trailer Driver	35.72	36.31
Mechanic 1st Class	33.62	34.18
Groundman/Truck Driver	33.62	34.18
Flagman	25.21	25.63

Additional \$ 1.00 per hour for entire crew when a helicopter is used.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

## **SUPPLEMENTAL BENEFITS**

Per hour worked including holidays listed below:

The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

\$ 16.50 \$ 18.25

\*plus 7% of \*plus 7% of hourly wage paid hourly wage paid

### **OVERTIME PAY**

See (B, E, Q,) on OVERTIME PAGE. Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1st shift 8:00 AM to 4:30 PM REGULAR RATE

2nd shift 4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %

3rd shift 12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

**HOLIDAY** 

Paid See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Gov. of NYS Election Day.

Overtime See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Gov. of NYS Election Day.

SUPPLEMENTS for holidays paid at straight time

#### **REGISTERED APPRENTICES**

( 1000 ) hr terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

<sup>\*\*</sup> IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\*

**DISTRICT** 6

Supplemental Benefits per hour worked:

The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

\$ 16.50 \$ 18.25 \*plus 7% of \*plus 7% of hourly wage paid hourly wage paid

\*NOTE: The 7% is based on the hourly wage paid, straight time rate or premium rate.

6-1249a

#### Lineman Electrician - Teledata

06/01/2012

#### JOB DESCRIPTION Lineman Electrician - Teledata

#### ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

## **WAGES**

Per hour:

FOR WORK OUTSIDE BUILDING PROPERTY LINES.

	07/01/2011
Cable Splicer	\$ 27.44
Installer/Repairman	26.05
Teledata Lineman	26.05
Technician/Equip Oper	26.05
Groundman	13.81

NOTE: EXCLUDES Teledata work within ten feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

## SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 4.43
\*plus 3% of hourly
wage paid

\*NOTE: The 3% is based on the hourly wage paid, straight time rate or premium rate.

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

## Lineman Electrician - Traffic Signal Lighting

06/01/2012

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

**DISTRICT** 6

## **ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

#### **WAGES**

Per hour:

	07/01/2011	05/07/2012
Lineman/Technician	\$38.02	\$38.25
Certified Welder	39.92	40.16
Digging Mach	34.22	34.43
Tractor trailer driver	32.32	32.51
Groundman Truck Driver	30.42	30.60

Mechanic 1st Class	30.42	30.60
Flagman	22.81	22.95

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

All classifications \$ 16.50 \$18.25 \*plus 6.5% of \*plus 6.5%

\*plus 6.5% of \*plus 6.5% of hourly wage paid hourly wage paid

NOTE: Additional \$1.00 per hr. for entire crew when a helicopter is used.

\*NOTE: The 6.5% is based on the hourly wage paid, straight time rate or premium rate.

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

NOTE: DOUBLE TIME FOR ALL EMERGENCY WORK DESIGNATED BY THE DEPT. OF JURISDICTION.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT 8:00 AM TO 4:30 PM REGULAR RATE

2ND SHIFT 4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3% 3RD SHIFT 12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

## **HOLIDAY**

Paid See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Gov of NYS Election Day.

Overtime See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Gov of NYS Election Day.

#### REGISTERED APPRENTICES

WAGES: (1000) hour terms at the following percentage of Journeymans Wage.

 1st
 2nd
 3rd
 4th
 5th
 6th
 7th

 60%
 65%
 70%
 75%
 80%
 85%
 90%

SUPPLEMENTAL BENEFITS: Same as Journeyman/Technician.

6-1249a-LT

## **Lineman Electrician - Tree Trimmer**

06/01/2012

**DISTRICT** 6

## JOB DESCRIPTION Lineman Electrician - Tree Trimmer

#### **ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

#### **WAGES**

Per hour:

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

	07/01/2011	01/01/2012
Tree trimmer	\$ 21.64	\$ 22.08
Equip Operator	19.09	19.48
Mechanic	19.09	19.48
Truck Driver	16.14	16.46
Ground person	13.25	13.51
Flag person	9.44	9.62

## **SUPPLEMENTAL BENEFITS**

Per hour worked:

\$ 7.36 \$ 7.88

\*plus 3% of hourly wage paid

\*plus 3% of hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

\*NOTE: The 3% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

6-1249TT

Mason - Building 06/01/2012

JOB DESCRIPTION Mason - Building

DISTRICT 1

ENTIRE COUNTIES Clinton, Essex, Franklin PARTIAL COUNTIES

Warren: Only the Townships of Chester, Hague, Horicon and Johnsburg.

WAGES Per hour

07/01/2011 05/01/2012 An Additional Bricklayer \$ 26.27 \$ 1.35\*\* Cement Finish 26.27 1.35\*\* Plasterer/Fireproofer\* 26.27 1.35\*\* Pointer/Caulker/Cleaner 26.27 1.35\*\* 1.35\*\* Stone Mason 26.27 Acid Brick 1.35\*\* 26.77

(\*)Fireproofer on Structural only. (\*\*)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 16.06

**OVERTIME PAY** 

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES** 

Wages per hour

750 hr terms at the following percentage of Journeyman's wage

1st 2nd 3rd 4th 5th 6th 7th 8th 55% 60% 65% 70% 75% 80% 85% 90%

Supplemental Benefits per hour worked

0-500 Hours \$ 9.81 All others 16.06

1-2b.8

Mason - Building 06/01/2012

JOB DESCRIPTION Mason - Building

**ENTIRE COUNTIES** 

**DISTRICT** 1

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

**WAGES** 

Per hour 07/01/2011

Tile/Marble/Terazzo

Setter \$ 28.53 Finisher 22.59

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter \$ 16.63 Journeyman Finisher 13.93

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES** 

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:

 1st term 0-500 hours
 60%

 2nd term 501-1500 hours
 70%

 3rd term 1501-2500 hours
 80%

 4th term 2501-3500 hours
 85%

 5th term 3501-4500 hours
 90%

 6th term 4501-6000 hours
 95%

Finisher:

 1st term 0-500 hours
 70%

 2nd term 501-1500 hours
 80%

 3rd term 1501-2500 hours
 90%

 4th term 2501-3700 hours
 95%

Supplemental Benefits per hour worked

Setter:

 1st term 0-500 hours
 \$ 9.78

 2nd term 501-1500 hours
 9.78

 3rd term 1501-2500 hours
 13.205

 4th term 2501-3500 hours
 13.205

 5th term 3501-4500 hours
 14.918

 6th term 4501-6000 hours
 16.63

Finisher:

 1st term 0-500 hours
 \$ 9.28

 2nd term 501-1500 hours
 9.28

 3rd term 1501-2500 hours
 11.605

 4th term 2501-3700 hours
 11.605

1-2TS.1

06/01/2012

JOB DESCRIPTION Mason - Heavy&Highway

**DISTRICT** 1

**ENTIRE COUNTIES** 

Mason - Heavy&Highway

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

**WAGES** 

Per hour

07/01/2011 07/01/2012

An Additional

Mason &

Bricklayer \$ 30.72 \$ 2.00\*\*

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

(\*\*)To be allocated at a later date

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 16.34

**OVERTIME PAY** 

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

**REGISTERED APPRENTICES** 

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st 2nd 3rd 4th 5th 6th 7th 8th 55% 60% 65% 70% 75% 80% 85% 90%

Supplemental Benefits per hour worked

0-500 Hours \$ 9.74 All others \$ 16.34

Millwright 06/01/2012

## JOB DESCRIPTION Millwright

**DISTRICT** 1

1-2hh.1

ENTIRE COUNTIES Clinton, Essex, Franklin

WAGES

Per hour: 07/01/2011

Millwright \$ 25.06

(\*) WELDER/HAZMAT - A Certified Welder shall received \$ 1.25 per hour in addition to the current journeyman's rate provided he/she is directed to perform certified welding. If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that Employee shall receive a \$ 1.25 premium per hour.

#### SUPPLEMENTAL BENEFITS

Supplement Benefits per hour worked:

Journeyman Millwright \$ 16.34

#### **OVERTIME PAY**

See (B, E, \*E2, Q) on OVERTIME PAGE

\*Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire or natural disaster prevent the performance of work on a regularly scheduled work day. If a make-up day is utilized, a minimun of eight hours must be scheduled.

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

## **REGISTERED APPRENTICES**

Wages per hour:

**DISTRICT** 1

1 year terms at the following percentage of Journeyman's wage

1st 2nd 3rd 4th 60% 70% 80% 90%

#### Supplemental Benefits per hour worked:

Millwrights

 1st Year Term
 \$ 7.59

 2nd Year Term
 13.715

 3rd Year Term
 14.59

 4th Year Term
 15.465

1-1163b

#### **Operating Engineer - Building**

#### 06/01/2012

#### JOB DESCRIPTION Operating Engineer - Building

## **ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

#### **PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

#### WAGES

#### CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks over 5 tons.

## CLASS A:

Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

#### CLASS B

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vac truck.

#### CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps.

\* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

*****	
\$ 33.85	
33.41	
32.50	
29.93	

Additional \$0.50 per hr for Tower Cranes.

Additional \$0.50 per hr for Cranes with Boom length & jib 150ft. and over.

07/01/2011

Additional \$1.00 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.00 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection

**DISTRICT** 1

#### SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman \$ 21.62

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

Employees who work a Saturday holiday shall be paid double time plus the holiday pay.

#### **REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

1st 2nd 3rd 4th 60% 70% 80% 90%

Supplemental Benefits per hour paid

All terms \$ 17.05

1-158 Alb

#### Operating Engineer - Heavy&Highway

06/01/2012

## JOB DESCRIPTION Operating Engineer - Heavy&Highway

#### ENTIDE COLINTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

#### **PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

Herkimer: East of a North/South line through the RailroadStation at Little Falls.

## **WAGES**

MASTER MECHANIC

## CLASSIFICATION 1A:

Boom Truck (over 5 tons, manufacturers rating), Crane, Cherry Picker (over 5 tons capacity), Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane

#### CLASSIFICATION A:

Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted. Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CM1 Type), Blacktop Plant (Automated), Boom truck (5 tons and under), Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self-Propelled, Slipform), Concrete Pump, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated, Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker (SP Wertgen; PB-4 and similar type), Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn Belt-Type Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

#### **CLASSIFICATION B:**

Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (Non-Automated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (Non-Automated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs (Tractor Mounted), Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, Hi-Pressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above sub-grade), Sea Mule, Self-contained Ride-on Rock Drill (Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

#### CLASSIFICATION C:

A Frame Winch Hoist on Truck, Aggregate Plant, Ballast Regulator (Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Cement and Bin Operator, Hands-Off Equipment (Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Directional Drill Machine Locator, Drill (Core), Drill (Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (Ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (Ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (Ride-on), Steam Cleaner, Tamper (Ride-on), Tie Extractor (Ride-on), Tie Handler (Ride-on), Tie Inserter (Ride-on), Tie Spacer (Ride-on), Tire Repair, Track Liner (Ride-on), Tractor Tractor (with towed accessories), Vac Truck, Vibratory Compactor, Vibro Tamp, Well Point

\*Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2011	
Master Mechanic	\$ 34.97	
Class 1A	33.79	
Class A	33.36	
Class B	32.45	
Class C	29.88	

Additional \$2.00 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$0.50 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$1.00 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$0.50 per hr for Tower Cranes.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(\*\*)To be allocated at a later date

#### SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman \$21.85

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

### **HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on a Saturday, it will be celebrated on Saturday.

#### **REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

1st 2nd 3rd 4th 60% 70% 80% 90%

Supplemental Benefits per hour paid

All Terms \$ 17.25

1-158H/H Alb

## **Operating Engineer - Marine Construction**

06/01/2012

**DISTRICT** 4

## JOB DESCRIPTION Operating Engineer - Marine Construction

## **ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

### **WAGES**

Per Hour:

DREDGING OPERATIONS 07/01/2011

CLASS A

Operator, Leverman, \$32.89

Lead Dredgeman

CLASS A1 To Conform to Operating Engineer
Dozer,Front Loader Prevailing Wage in Locality where Work
Operator is being Performed including Benefits.

**CLASS B** 

Spider/Spill Barge Operator, \$ 28.49

Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician,

Chief Welder,

Maintenance Engineer

Certified Welder, \$26.84

Boat Operator(licensed)

CLASS C

Drag Barge Operator, \$ 26.14

Steward, Mate, Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 25.29

CLASS D

Shoreman, Deckhand, \$21.09

Rodman, Scowman, Cook, Messman, Porter/Janitor

Oiler(please add)\$ 0.09

## **SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

07/01/2011

All Classes A & B \$8.05 plus 7%

of straight time wage overtime hours

add \$ 0.63

All Class C \$ 7.75 plus 7%

of straight time wage overtime hours

add \$ 0.48

All Class D \$ 7.45 plus 7%

of straight time wage overtime hours

add \$ 0.23

**OVERTIME PAY** 

See (B, F, R) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

## JOB DESCRIPTION Operating Engineer - Survey Crew

### **DISTRICT** 6

#### **ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

#### **PARTIAL COUNTIES**

Dutchess: : The Northern portion of the county from the Northern boundry line of the City of Poughkeepsie North.

Genesee: Only that portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of

Batavia

#### **WAGES**

Per hour:

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party. Instrument person- One who runs the instrument and assists the Party Chief. Rod person- One who holds the rods and, in general, assists the survey party.

	07/01/2011	06/01/2012
Survey Rates:		
Party Chief	\$ 31.62	\$ 32.62
Instrument/Rod person	28.85	29.85

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

#### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 20.50 \$ 21.75

### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

## **HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

#### **REGISTERED APPRENTICES**

WAGES: (1 yr. or 1000 hrs.) terms at the following wage rates.

1st year 60%	\$ 17.31	\$ 17.91
2nd year 70%	20.19	20.89
3rd year 80%	23.08	23.88

SUPPLEMENTAL BENEFITS:

\$ 20.50 \$ 21.75

6-545 D.H.H.

#### **Operating Engineer - Survey Crew - Consulting Engineer**

06/01/2012

#### JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

#### **DISTRICT** 6

## **ENTIRE COUNTIES**

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

#### **PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundry line of the City of Poughkeepsie north.

Genesee: Entire county except that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

## WAGES

Per hour:

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party.

Instrument Man- One who runs the instrument and assists the Party Chief.

Rodman- One who holds the rods and in general, assists the survey party.

07/01/2011 06/01/2012

Survey Rates:

 Party Chief
 \$ 31.62
 \$ 32.62

 Instrument/Rodperson
 28.85
 29.85

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

#### SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 20.50 \$ 21.75

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (5, 6) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

6-545 DCE

Painter 06/01/2012

## JOB DESCRIPTION Painter DISTRICT 1

#### **ENTIRE COUNTIES**

Essex, Hamilton, Warren, Washington

#### **WAGES**

Per hour

07/01/2011	05/01/2012 An Additional
\$ 25.04*	\$ 1.35**
25.04*	1.35**
25.04*	1.35**
26.04*	1.35**
26.04*	1.35**
27.04*	1.35**
	\$ 25.04* 25.04* 25.04* 26.04* 26.04*

(\*)PLUS additional \$0.05 per hour for all hours worked added to the base wage for all above categories of Painter.

(\*\*)To be allocated at a later date

(\*\*\*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate. Structural Steel rate also applies to tanks over 100,000 gallons or over 20 feet high or under 55 feet wall height, towers, smoke stacks, flag poles.

## Bridge Painter

See Bridge Painter rates for the following work:

All Bridges, All Elevated Tanks and Shell Tanks over 55 feet wall height.

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 9.72

## **OVERTIME PAY**

See (B, E2, H) on OVERTIME PAGE Premium is applied to base wage only.

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

Note: If any of the holidays herein are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law.

## **REGISTERED APPRENTICES**

Wages per hour

1 year terms at the following percentage of Journeyman's wage.

 1st year
 2nd year
 3rd year
 4th year

 40%
 50%
 60%
 80%

PLUS additoinal \$0.05 per hour for all hours worked for all terms added to the wage

Supplemental Benefits per hour worked

All terms \$ 9.72

1-466-Z2

## Painter - Bridge & Structural Steel

06/01/2012

## JOB DESCRIPTION Painter - Bridge & Structural Steel

**DISTRICT** 9

#### ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

#### **WAGES**

(Per Hour Worked) 07/01/2011

STEEL:

Bridge Painting \$46.25

Power Tool/Spray \$ 52.25

Shift Work: Where project specifications and/or contract provide for night work outside the regular hours of work, and said night work is performed on a second shift, which is separate from the first crew, the night shift employees shall be paid an additional 10% of the regular wage up to seven (7) hours, after which they shall be paid at time and one half the regular wage. If only a night shift is employed, the employees shall be paid at time and one half.

Note: For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

#### SUPPLEMENTAL BENEFITS

Per Hour Worked:

07/01/2011

Journeyworker \$31.04\*

\$ 31.04\*\*

Hourly Rate after 40 hours

from May 1st to Nov. 15th \$ 6.75 only

Hourly Rate after 50 hours

from Nov. 16th to April 30th \$ 6.75 only

This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.

EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

## **OVERTIME PAY**

See (A, F, R) on OVERTIME PAGE

\*Note: When calculating overtime pay for the Power Tool/ Spray classification, add Six dollars to the hourly overtime rate calculated for the "Bridge Painting" classification.

## **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE Overtime: See (4, 6) on HOLIDAY PAGE

#### **REGISTERED APPRENTICES**

(Wage per hour Worked):

(1) year terms at the following percentage of Journeyworkers wage.

Apprentices: 1st 2nd 3rd

07/01/2011 40% 60% 80%

Supplemental Benefits:

<sup>\*</sup>For the period of May 1st to November 15th:

<sup>\*\*</sup>For the period of November 16th to April 30th:

1st Term: Same percentage as used for wage

2nd and 3rd term: Same percentage as used for wage

9-DC-9/806/155-BrSS

Painter - Line Striping 06/01/2012

## JOB DESCRIPTION Painter - Line Striping

## **DISTRICT** 9

#### **ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

#### **WAGES**

Per hour:

Painter (Striping-Highway): 07/01/2011

Striping-Machine Operator\* \$26.61 Linerman Thermoplastic \$31.87

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

## **SUPPLEMENTAL BENEFITS**

Per hour paid: 07/01/2011 Journeyworker: \$13.06

**OVERTIME PAY** 

See (B, E, P, S) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

9-8A/28A-LS

Painter - Metal Polisher 06/01/2012

## JOB DESCRIPTION Painter - Metal Polisher

## **DISTRICT** 9

#### **ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

#### **WAGES**

07/01/2011

Metal Polisher \$ 25.60\*

\*Note: All workers shall be paid an additional premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 34 feet off the ground. Such premium are to be paid on top of their straight time or overtime, whichever is applicable. This also applies to employees erecting scaffolding.

## SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2011

Journeyworker: \$ 11.12

### **OVERTIME PAY**

See (B, E, Q, T) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

#### **REGISTERED APPRENTICES**

55% of Basic Polisher Rate

9-8A/28A-MP

Plumber 06/01/2012

JOB DESCRIPTION Plumber **DISTRICT** 1

#### **ENTIRE COUNTIES**

Essex, Franklin

#### **PARTIAL COUNTIES**

Hamilton: The Townships of Long Lake and Indian Lake

Per hour

07/01/2011 05/01/2012 05/01/2013 An Additional An Additional

Plumber &

\$ 2.80\*\* \$ 2.80\*\* Steamfitter \$ 31.25

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 13.03 + 8.30

See (B, E, Q) on OVERTIME PAGE

## **HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE See (5, 6, 16, 23) on HOLIDAY PAGE Overtime:

Note: Whenever a Holiday falls on a Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

## **REGISTERED APPRENTICES**

Wages per hour

One year terms at the following percentage of Journeyman's wage

1st yr	50%
2nd yr	60%
3rd yr	70%
4th yr	80%
5th vr	90%

Supplemental Benefits per hour worked

\$ 11.77 + 4.15\* 1st yr 12.02 + 4.98\* 2nd yr 12.27 + 5.81\* 3rd yr 12.52 + 6.64\* 4th yr 12.78 + 7.47\*

1-773-SF

Roofer 06/01/2012

## JOB DESCRIPTION Roofer

## **DISTRICT** 1

## **ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

#### **WAGES**

Per hour

	07/01/2011	06/01/2012	06/01/2013
		An Additional	An Addtional
Roofer/Waterproofer	\$ 26.40	\$ 1.50*	\$ 1.50*
Pitch & Asbestos	28.40	\$ 1.50*	\$ 1.50*

(\*)To be allocated at a later date

### SUPPLEMENTAL BENEFITS

Per hour worked

<sup>\*\*</sup>To be allocated at a later date

<sup>\*</sup> This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

<sup>\*</sup> This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

Journeyman \$ 12.62

## **OVERTIME PAY**

See (B, E\*, Q) on OVERTIME PAGE.

\* Saturday may be used as a make up day at straight time if employee misses 8 hrs or more during that week due to inclement weather.

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on

Sunday, it shall be observed the following Monday.

#### REGISTERED APPRENTICES

Wages per hour

(1/2) year terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages.

1st yr 1st half	50%
1st yr 2nd half	58%
2nd yr 1st half	66%
2nd yr 2nd half	74%
3rd yr 1st half	82%
3rd yr 2nd half	90%

#### Supplemental Benefits per hour worked

1st yr 1st half	\$ 10.85
1st yr 2nd half	11.04
2nd yr 1st half	11.27
2nd yr 2nd half	11.47
3rd yr 1st half	11.75
3rd yr 2nd half	11.95

1-241

Sheetmetal Worker 06/01/2012

## JOB DESCRIPTION Sheetmetal Worker

## DISTRICT 1

#### **ENTIRE COUNTIES**

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

### **WAGES**

Per hour

07/01/2011

Sheetmetal Worker \$ 29.78

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 22.34

**OVERTIME PAY** 

See (B,E\*,Q,) on OVERTIME PAGE

\* Double time after 8 hours on Saturdays.

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

## **REGISTERED APPRENTICES**

Wages per hour

6 Month Terms at the following rate:

1st term \$ 15.60 2nd term \$ 16.88

**DISTRICT** 1

3rd term	17.51
4th term	18.15
5th term	18.46
6th term	19.36
7th term	20.85
8th term	22.34
9th term	23.82
10th term	25.31
Supplemental Benefits per hour worked	

1st term	\$ 14.57
2nd term	14.98
3rd term	15.19
4th term	15.41
5th term	18.61
6th term	18.91
7th term	19.39
8th term	19.89
9th term	20.38
10th term	20.87

1-83

**Sprinkler Fitter** 06/01/2012

### JOB DESCRIPTION Sprinkler Fitter

### **ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

## WAGES

Per hour

	07/01/2011	01/01/2012	04/01/2012	01/01/2013
Sprinkler Eitter	\$ 30.15	\$ 30.15	\$ 31.05	\$ 31.05

### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 19.00 \$ 19.15 \$ 19.15 \$ 19.30

### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

## **HOLIDAY**

See (1) on HOLIDAY PAGE Paid: Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

### **REGISTERED APPRENTICES**

Wages per hour

For Apprentices Hired Prior To 04/01/2010:

One Half Year terms at the following percentage of Journeyman's wage

1st 50%	2nd 50%	3rd 55%	4th 60%	5th 65%	6th 70%	7th 75%	8th 80%	9th 85%	10th 90%
Suppleme	ntal Benefits	per hour worke							
		07/01/20	011	01/01/20	012	04/01/2	012	01/01/20	013
1st & 2nd	terms	\$ 8.15		\$ 8.15		\$ 8.1	5	\$ 8.1	5
3rd & 4th t	terms	14.00	0	14.1	5	14.1	5	14.30	)
All others		19.00	0	19.1	5	19.1	5	19.30	)

For Apprentices Hired On Or After 04/01/2010:

One Half Year terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%
Suppleme	ntal Benefits	per hour worke		04/04/0	040	0.4/0.4/0	040	04/04/0	040

07/01/2011 01/01/2012 04/01/2012 01/01/2013 1st & 2nd terms \$8.15 \$ 8.15 \$8.15 \$8.15 3rd & 4th terms 14.00 14.15 14.15 14.30 All others 14.90 15.05 14.75 14.90

Teamster - Building 06/01/2012

JOB DESCRIPTION Teamster - Building

**DISTRICT** 7

**ENTIRE COUNTIES** 

Clinton, Essex, Franklin, Jefferson, St. Lawrence

PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

WAGES

GROUP # 1: Fuel Trucks, Fork Lift (Warehouse & Storage Area Only), Bus, Warehouse, Yardman, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight Jobs), Single axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Tiremen, Mechanic Helpers and Parts Chasers.

GROUP # 2: Tandems, Mechanics & Batch Trucks.

GROUP # 3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks

GROUP # 4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

Wages per hour

07/01/2011	06/01/2012	06/01/2013	06/01/2014
		Additional	Additional
\$ 19.71	\$ 19.58	\$1.70	\$ 1.80
19.71	19.58	1.70	1.80
19.81	19.68	1.70	1.80
19.96	19.84	1.70	1.80
	19.71 19.81	\$ 19.71 \$ 19.58 19.71 19.58 19.81 19.68	Additional \$ 19.71

#### SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2011 06/01/2012 All groups \$ 17.44 \$ 19.17

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

Teamster - Heavy&Highway

**HOLIDAY** 

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

7-687B

06/01/2012

1-669

JOB DESCRIPTION Teamster - Heavy&Highway

**DISTRICT** 7

**ENTIRE COUNTIES** 

Clinton, Essex, Franklin, Jefferson, St. Lawrence

**PARTIAL COUNTIES** 

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

**WAGES** 

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups,

Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks,

Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers. Fork Lift (storage & warehouse areas only) Tandems and Batch Trucks, Mechanics, Dispatcher. Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

GROUP 2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour:

 07/01/2011
 06/01/2012
 06/01/2013

 Heavy/Highway:
 Additional

 Group #1
 \$ 22.74
 \$ 22.46
 \$ 1.70

 Group #2
 22.96
 22.68
 1.70

Additional \$2.50 per hr for hazardous waste removal work on a City, County, and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection. For work bid on or after April 1, 1982 there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2011 06/01/2012

All classes \$ 18.75 \$ 20.63

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY** 

Paid: See (5, 6) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE

7-687

Welder 06/01/2012

## JOB DESCRIPTION Welder

### **DISTRICT** 1

## **ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES** 

Per hour 07/01/2011

Welder (To be paid the same rate of the mechanic performing the work)

**OVERTIME PAY** 

HOLIDAY

1-As Per Trade

## **Overtime Codes**

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

(A)	Time and one half of the hourly rate after 7 hours per day
( AA )	Time and one half of the hourly rate after 7 and one half hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E4)	Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(1)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays
(S)	Two and one half times the hourly rate for Holidays, if worked
(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(T)	Triple the bourly rate for Holidays, if worked

- (U) Four times the hourly rate for Holidays, if worked
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.

NOTE:BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

## **Holiday Codes**

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### **OVERTIME Holiday Pay:**

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day



## New York State Department of Labor - Bureau of Public Work State Office Building Campus Building 12 - Room 130 Albany, New York 12240

## REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

 $Fax\ (518)\ 485\text{-}1870\ \text{or mail this form for new schedules or for determination for additional occupations}.$ 

## This Form Must Be Typed

Submitted By: (Check Only One) Contracting Agency Architect or Engineering	g Firm Public Work District Office Date	2:		
A. Public Work Contract to be let by: (Enter Data Pertaining to	Contracting/Public Agency)			
1. Name and complete address	Construction Fund	□ 07 City □ 08 Local School District □ 09 Special Local District, i.e., Fire, Sewer, Water District □ 10 Village □ 11 Town □ 12 County □ 13 Other Non-N.Y. State (Describe)		
E-Mail:  3. SEND REPLY TO Check if new or change) Name and complete address:	4. SERVICE REQUIRED. Check appropriate box and provide project information.  New Schedule of Wages and Supplements.  APPROXIMATE BID DATE:  Additional Occupation and/or Redetermination			
Telephone:( ) Fax: ( ) E-Mail:	PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT:	OFFICE USE ONLY		
B. PROJECT PARTICULARS				
5. Project Title  Description of Work  Contract Identification Number  Note: For NYS units, the OSC Contract No.	6. Location of Project: Location on Site  Route No/Street Address  Village or City  Town  County			
7. Nature of Project - Check One:  1. New Building 2. Addition to Existing Structure 3. Heavy and Highway Construction (New and Repair) 4. New Sewer or Waterline 5. Other New Construction (Explain) 6. Other Reconstruction, Maintenance, Repair or Alteration 7. Demolition 8. Building Service Contract	8. OCCUPATION FOR PROJECT :  Construction (Building, Heavy Highway/Sewer/Water)  Tunnel Residential Landscape Maintenance Elevator maintenance Exterminators, Fumigators Fire Safety Director, NYC Only	☐ Guards, Watchmen ☐ Janitors, Porters, Cleaners, Elevator Operators ☐ Moving furniture and equipment ☐ Trash and refuse removal ☐ Window cleaners ☐ Other (Describe)		
9. Has this project been reviewed for compliance with the Wi	cks Law involving separate bidding?	YES NO		
10. Name and Title of Requester	Signature	<del></del>		



## NEW YORK STATE DEPARTMENT OF LABOR Bureau of Public Work - Debarment List

## LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC		A & T IRON WORKS INC		25 CLIFF STREET NEW ROCHELLE NY 10801	12/21/2009	12/21/2014
DOL	DOL	*****0711	A ULIANO & SON LTD		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL		A ULIANO CONSTRUCTION		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	NYC	****5804	AAR/CO ELECTRIC INC		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	06/25/2015
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	06/25/2015
DOL	DOL	*****0635	ABOVE ALL PUMP REPAIR CORP		360 KNICKERBOCKER AVENUE BATAVIA NY 11716	10/20/2008	10/20/2013
DOL	NYC	****5022	ACE DRYWALL SYSTEMS INC.		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	AG	*****8219	ACTIVE CABLING INC		C/O FRANK DECAPITE 7 SYCAMORE ROAD DRWOODBURY NY 11797	10/02/2008	10/01/2013
DOL	DOL		ADAM A CEMERYS		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	07/08/2015
DOL	DOL	****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		AFFORDABLE PAINTING PLUS		367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALL TOWNS MECHANICAL	BARRY MORRIS	18 EAST SUNRISE HIGHWAY FREEPORT NY 11758	01/21/2008	01/21/2013
DOL	DOL	*****3101	ALLSTATE CONCRETE CUTTING, INC.		635 MIDLAND AVENUE GARFIELD NJ 07026	07/09/2007	07/09/2012
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL	*****8534	ALPHA INTERIORS INC		513 ACORN STREET/ SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****8291	AMIR'S VISION INC		230 PRATT STREET BUFFALO NY 14204	09/17/2008	09/17/2013
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL	*****0860	ANDREA STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	AG		ANTHONY BRANCA		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		ANTHONY POSELLA		30 GLEN HOLLOW ROCHESTER NY 14622	10/19/2009	10/19/2014
DOL	DOL		ANTHONY TAORMINA		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL		ANTHONY ULIANO		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	****2725	ARAGONA CONSTRUCTION CORP		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL	*****8688	ARC MECHANICAL CORP		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL	****8482	ARGO CONTRACTING CORP		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	NYC		ARIE BAR		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	DOL		ARTHUR C OSUORAH		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	****8027	ARTHUR DESIGN ENGINEERS & ASSOCIATES		PO BOX 1295 BUFFALO NY 14215	02/15/2008	02/15/2013
DOL	DOL	****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	****2993	AST DRYWALL & ACOUSTICS INC	- <del></del>	46 JOHN STREET - STE 711 NEW YORK NY 10038	12/16/2008	12/16/2013
DOL	DOL	****2534	B & B CONCRETE CONTRACTORS INC		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	DOL	****7828	BALLAGH GENERAL CONTRACTING INC		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	NYC		BASIL ROMEO		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015

DOL	DOL		BEATRICE ORTEGA		764 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL	*****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BENNY VIGLIOTTI		C/O LUVIN CONSTRUCTION CO	03/15/2010	03/15/2015
					P O BOX 357CARLE PLACE NY 11514		
DOL	DOL		BERNADETTE GORMALLY		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012
DOL	NYC		BERNARD COHNEN		193 HARWOOD PLACE PARAMUS NJ 07652	05/14/2008	05/14/2013
DOL	DOL	****6999	BEST ROOFING OF NEW JERSEY LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL	*****9890	BETTY JOE FRAZIER	NOBLE CONSTRUCTI ON GROUP	23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****0818	BLASTEC INC	MILLER SANDBLASTIN G & PAINTING	121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL	*****8501	BLOCKHEAD CONCRETE & PAVING INC		P O BOX 71 CHEEKTOWAGA NY 14225	09/03/2008	09/03/2013
DOL	NYC	****8377	BOSPHORUS CONSTRUCTION CORPORATION		3817 KINGS HIGHWAY-STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		BRIAN HOXIE		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	****4311	C & F SHEET METAL CORP		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/24/2014
DOL	DOL	****9286	CALI BROTHERS INC		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISKO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3812	CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/20/2014
DOL	DOL	****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	****7924	CBI CONTRACTING INCORPORATED		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		CHARLES MURDOUGH		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL		CHARLES OKRASKI		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	DOL		CHARLES RIBAUDO		513 ACORN ST - SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHESTER A BEDELL		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016

DOL	DOL		CHRIST R PAPAS		C/O TRAC CONSTRUCTION INC 9091 ERIE ROADANGOLA NY	02/03/2011	02/03/2016
DOL	DOL		CHRISTOF PREZBYL		14006 2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		CITY GENERAL BUILDERS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	****7086	CITY GENERAL IRON WORKS		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	****5329	CNY MECHANICAL ASSOCIATES INC		P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	NYC	****1768	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL	****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	NYC	****8777	CROSSLAND ELECTRICAL SYSTEMS INC		846 EAST 52ND STREET BROOKLYN NY 11203	12/19/2008	12/29/2013
DOL	DOL	*****0115	CROW AND SUTTON ASSOCIATES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL	****4266	CRYSTAL INTERIOR CONTRACTING INC		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL	****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	*****9453	D & D MASON CONTRACTORS INC		158-11 96TH STREET HOWARD BEACH NY 11414	06/25/2009	06/25/2014
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL	****6339	D J FLOORS INC		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL		D JAMES SUTTON		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		DANIEL CELLUCCI ELECTRIC		17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL	****7129	DANIEL T CELLUCCI	DANIEL CELLUCCI ELECTRIC	17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL		DARIN ANDERSON		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		DARREN MAYDWELL		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL		DEANNA J REED		5900 MUD MILL RD-BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
DOL	DOL	*****6971	DELPHI PAINTING AND DECORATING INC		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	10/19/2015
DOL	DOL		DESMOND CHARLES		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL		DIMITEIUS KASSIMIS		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL		DONALD NOWAK		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL		DONALD SCHWENDLER		9276 VIA CIMATO DRIVE CLARENCE CENTER NY 14032	08/29/2007	08/29/2012
DOL	DOL	*****6148	DOT CONSTRUCTION OF NY INC		765 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL		DOUGLAS MCEWEN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL		DRAGOLJUB RADOJEVIC	61 WILLET ST - SUITE 14	PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	NYC	*****6176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD SUBEH		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	NYC	****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL	*****3554	ELITE BUILDING ENTERPRISES INC		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/21/2013

DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****6101	ENHANCED DATA COM INC		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		ERROL L ALLEN		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		ESCO INSTALLERS LLC		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	DOL	*****0329	FAULKS PLUMBING HEATING & AIR CONDITIONING INC		3 UPTON STREET HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		FERNANDO GOMEZ		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/25/2014
DOL	DOL	*****0768	FISHER CONCRETE INC		741 WELSH ROAD JAVA CENTER NY 14082	04/08/2009	04/08/2014
DOL	DOL	****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	03/27/2017
DOL	DOL	*****0115	FOXCROFT NURSERIES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		FRANCIS (FRANK) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK (FRANCIS) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK ACOCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	NYC		FRANK BAKER		24 EDNA DRIVE SYOSSET NY 11791	05/14/2008	05/14/2013
DOL	DOL		FRANK J MERCANDO	C/O MERCANDO CONTRACTIN G CO INC	134 MURRAY AVENUE YONKERS NY 10704	11/22/2008	11/22/2013
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL		FRANK ORTIZ		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	06/25/2015
DOL	NYC		FREDERICK LEE		89 WALKER STREET NEW YORK NY 10013	01/04/2008	01/04/2013
DOL	DOL	****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
DOL	DOL	****9832	G A FALCONE CONSTRUCTION INC		253 COMMONWEALTH AVENUE BUFFALO NY 14216	08/07/2007	08/07/2012
DOL	DOL	****7088	GBA CONTRACTING CORP		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	DOL	****6826	GBE CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	NYC		GELSOMINA TASSONE		25 CLIFF STREET NEW ROCHELLE NY 10801	06/15/2010	06/15/2015
DOL	DOL		GEORGE A PATTI III		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GEORGE SHINAS		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL		GERALD F POLUCH JR		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	AG		GERARD IPPOLITO		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	*****4013	GR GRATES CONSTRUCTION CORPORATION		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRATES MERCHANT NANNA INC		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/15/2015
DOL	DOL		GREG SURACI		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	DOL		GREGG G GRATES		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016

DOL	DOL		GRIOGORIOS BELLOS		4015 21ST AVENUE ASTORIA NY 11105	01/11/2008	01/11/2013
DOL	DOL	*****9985	GROUND LEVEL CONSTRUCTION		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL	****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL	****8904	HALLOCKS CONSTRUCTION CORP	P O BOX 278	YORKTOWN HEIGHTS NY 10598	12/01/2008	12/01/2013
DOL	DOL		HARALAMBOS KARAS		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	10/22/2013
DOL	DOL	****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****0080	HI-AMP ELECTRICAL CONTRACTING CORP		265-12 HILLSIDE AVENUE FLORAL PARK NY 11004	02/15/2008	02/15/2013
DOL	DOL	****4331	HIDDEN VALALEY EXCAVATING INC		225 SEYMOUR STREET FREDONIA NY 14063	02/08/2011	02/08/2016
DOL	DOL	****9893	HOXIE'S PAINTING CO INC		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	****6429	IDM ENTERPRISES INC		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL	****6293	IMPRESSIVE CONCRETE CORP		264A SUBURBAN AVENUE DEER PARK NY 11729	12/18/2007	12/18/2012
DOL	DOL	****8898	IN-TECH CONSTRUCTION INC		8346 BREWERTON ROAD CICERO NY 13039	07/06/2007	07/06/2012
DOL	DOL	****7561	INDUS GENERAL CONSTRUCTION		33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DOL	****0488	INTERWORKS SYSTEMS, INC.		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	DA	****1958	IRON HORSE ONE INC		10 ROSWELL AVENUE OCEANSIDE NY 11572	09/30/2010	09/30/2015
DOL	DOL		ISRAEL MONTESINOS		517 MILES SQUARE ROAD YONKERS NY 10701	02/15/2008	02/15/2013
DOL	DOL		IVAN D MARKOVSKI		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL		IVAN TORRES		11 PLYMOUTH ROAD DIX HILLS NY 11746	02/15/2008	02/15/2013
DOL	DOL	****0579	J & I CONSTRUCTION CORP		110 FOURTH STREET NEW ROCHELLE NY 10801	02/15/2008	02/15/2013
DOL	DOL		J & N LEASING AND BUILDING MATERIALS		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	****1584	J M TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON ASBURY		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	DOL		JEANETTE CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JEFFREY A NANNA		502 WOODBURNE DRIVE UTICA NY 13502	06/14/2010	06/14/2015
DOL	DOL		JEFFREY ARTIERI		107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL		JOHN B DUGAN		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD BEARL BIVED NV 10065	09/28/2009	09/28/2014
DOL	DOL		JOHN CATONE		PEARL RIVER NY 10965  C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	10/19/2015
DOL	NYC		JOHN DITURI		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC		JOHN FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		JOHN JIULIANNI		222 GAINSBORG AVENUE E WEST HARRISON NY 10604	05/10/2010	05/10/2015

DOL	NYC		JOHN MARI JR		278 ROBINSON AVENUE	04/06/2008	04/06/2013
DOL	NYC		JOHN O'SHEA		NEW YORK NY 10312 4350 BULLARD AVENUE	01/28/2008	01/28/2013
DOL	DOL	****5970	JOHN PREVETE FRAMING AND JOHN PREVETE FRAMING INC	JOHN PREVETE	BRONX NY 10466 320 RIDGE ROAD WEST MILFORD NJ 07480	03/26/2008	03/26/2013
DOL	DOL	****2701	JOHN SMYKLA	AFFORDABLE PAINTING PLUS	367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL		JORGE OUVINA	1 200	344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JOSE DOS SANTOS JR		85-08 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL		JOSEPH CALICCHIA		1223 PARK STREET PEEKSKILL NY 10566	09/12/2007	09/12/2012
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		JOSEPH MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	****1763	JR RESTORATION & ROOFING INC		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	****9422	JUNKYARD CONSTRUCTION CORP.		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012
DOL	DOL	*****3810	K M MARTELL CONSTRUCTION, INC.		57 CROSS ROAD MIDDLETOWN NY 10940	06/25/2007	06/25/2012
DOL	DOL		K NELSON SACKOOR		16 JOY DRIVE NEW HYDE PARK NY 11040	01/05/2010	01/05/2015
DOL	NYC		KAMIL OZTURK		3715 KINGS HWY - STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	NYC		KAZIMIERZ KONOPSKI		194 ASHLAND PLACE BROOKLYN NY 11217	03/06/2008	03/06/2013
DOL	NYC	****4923	KELLY'S SHEET METAL, INC.		1426 ATLANTIC AVENUE BROOKLYN NY 11216	12/28/2007	01/14/2013
DOL	DOL		KEMPTON MCINTOSH		8531 AVENUE B BROOKLYN NY 11236	12/16/2008	12/16/2013
DOL	DOL		KEVIN MARTELL		57 CROSS ROAD MIDDLETOWN NY 10940	06/25/2007	06/25/2012
DOL	DOL	****5941	KINGSVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL		KRIS CLARKSON		2484 CATON ROAD CORNING NY 14830	06/20/2007	06/20/2012
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/19/2014
DOL	DOL		LANCET SPECIALTY CONTRACTING CORP		C/O CATENARY CONSTRUCTION 112 HUDSON AVENUEROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	DOL		LARRY FRANGOS		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	DOL	****7907	LEEMA EXCAVATING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	AG	****5102	LIBERTY TREE SERVICE, INC.		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	01/07/2016
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	01/07/2016
DOL	DOL	****5953	LPD CONTRACTING INC		1205 MCBRIDE AVENUE WEST PATTERSON NJ 07424	08/27/2007	08/27/2012
DOL	DOL	****5171	LUVIN CONSTRUCTION CORP		P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015

DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	03/27/2017
DOL	DOL		MARIO R ECHEVERRIA JR		588 MEACHAM AVE-SUITE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL		MARK LINDSLEY		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/14/2014
DOL	NYC	****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISKO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****6826	MATSOS CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	AG	****9970	MAY CONSTRUCTION CO INC		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL	****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL		MCI CONSTRUCTION INC		975 OLD MEDFORD AVENUE FARMINGDALE NY 11738	08/24/2009	08/24/2014
DOL	DOL	****5936	MCSI ADVANCED AV SOLUTIONS LLC		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL		MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL	****0860	MICHAEL STEVENS	STEVENS TRUCKING	2458 EAST RIVER ROAD CORTLAND NY 13045	01/23/2008	01/23/2013
DOL	DOL	****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	DOL	****5517	MILLENNIUM PAINTING INC		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	DOL	****0818	MILLER SANDBLASTING AND PAINTING		121 LINCOLN AVENUE ROCHESTER NY 14611	02/21/2008	02/21/2013
DOL	NYC		MOHAMMAD SELIM		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11372	03/04/2010	03/04/2015
DOL	DA		MOHAMMED SALEEM		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	NYC	****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	****2357	MUNICIPAL MILLING & MIX-IN- PLACE		9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL	****2251	MURDOUGH DEVELOPMENT CO., INC.		203 KELLY DRIVE EAST AURORA NY 14052	03/26/2008	03/26/2013
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	03/27/2017
DOL	DA	****9642	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	DOL		N PICCO AND SONS CONTRACTING INC		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	****4133	NASDA ELECTRICAL ENTERPRISES INC		134-25 166 PLACE - #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL	****9445	NASDA ENTERPRISES INC		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		NAT PICCO		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/22/2009	08/22/2014
DOL	DA	****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017

DOL	DOL		NICOLE SPELLMAN		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	****9890	NOBLE CONSTRUCTION		23960 WHITE ROAD WATERTOWN NY 13601	02/14/2008	02/14/2013
DOL	DOL	****7041	NYCOM SERVICES CORP		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	11/22/2013
DOL	DOL	****0797	O GLOBO CONSTRUCTION CORP		85-06 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	*****3855	OT & T INC		36-28 23RD STREET LONG ISLAND CITY NY 11106	01/15/2008	05/14/2013
DOL	NYC	****9833	PARADISE CONSTRUCTION CORP		6814 8TH AVENUE BROOKLYN NY 11220	12/05/2007	12/05/2012
DOL	DOL	****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL		PATRICK BURNS		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL		PATRICK SHAUGHNESSY		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	DOL		PEDRO RINCON		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL		PETER J LANDI		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	****7229	PETER J LANDI INC		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****1136	PHOENIX ELECTRICIANS COMPANY INC		540 BROADWAY P O BOX 22222ALBANY NY 12201	03/09/2010	03/09/2015
DOL	DOL	****5419	PINE VALLEY LANDSCAPE CORP		RR 1, BOX 285-B BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		PRECISION DEVELOPMENT CORP		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL	****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	****9359	PRECISION STEEL ERECTORS		P O BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	****6895	PROLINE CONCRETE OF WNY		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL	****2326	PUTMAN CONSTRUCTION COMPANY OF WESTERN NY		29 PHYLLIS AVENUE BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL	****7438	R & H COMMERCIAL FLOORING, INC.		102 WILLOW AVENUE WATKINS GLEN NY 14891	06/20/2007	06/20/2012
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL	****7294	REDWOOD FLOORING, INC.		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	NYC	****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT DIMARSICO		1233 WALT WHITMAN ROAD MELVILLE NY 11747	04/29/2008	04/29/2013
DOL	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROBERT O'HANLON		635 MIDLAND AVENUE GARFIELD NJ 07026	07/09/2007	07/09/2012
DOL	DOL	****1721	ROBERTS CONSTRUCTION OF UPSTATE NEW YORK INC		5 SANGER AVENUE NEW HARTFORD NY 13413	01/28/2009	01/28/2014
DOL	DOL	****3467	ROCKERS AND NOCKERS LLC		207 RIVERVIEW ROAD REXFORD NY 12148	10/23/2007	10/23/2012
DOL	DOL	****9025	ROJO MECHANICAL LLC		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		RONALD R SAVOY	C/O CNY MECHANICAL ASSOCIATES INC	P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	DOL		ROSARIO CARRUBBA		5755 NEWHOUSE ROAD EAST AMHERST NY 14051	10/10/2007	10/10/2012
DOL	DOL	****5905	ROSE PAINTING CORP		222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604	05/10/2010	05/10/2015

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DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	NYC		ROSS J HOLLAND		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		RUSSELL TUPPER		8346 BREWERTON ROAD CICERO NY 13039	07/06/2007	07/06/2012
DOL	DOL		RUTH H SUTTON		939 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL	****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUEBROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	DOL	*****9066	SAMAR PAINTING & DECORATING INC		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	NYC	****0987	SCHWARTZ ELECTRIC CONTRACTORS INC		89 WALKER STREET NEW YORK NY 10013	01/04/2008	01/04/2013
DOL	DOL	****6348	SEABURY ENTERPRISES LLC		22562 SEA BASS DRIVE BOCA RATON FL 33428	10/10/2007	10/10/2012
DOL	NYC	****4020	SERVI-TEK ELEVATOR CORP		2546 EAST TREMONT AVENUE BRONX NY 10461	06/04/2009	06/04/2014
DOL	NYC		SHAFIQUL ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		SHAIKF YOUSUF		C/O INDUS GENERAL CONST 33-04 91ST STREETJACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DOL	*****0256	SIERRA ERECTORS INC		79 MADISON AVE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL	****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	02/25/2015
DOL	DOL	****8469	SIGNATURE PAVING AND SEALCOATING		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL	****8469	SIGNATURE SEALCOATING AND STRIPING SERVICE		345 LIVINGSTON AVENUE P O BOX 772JAMESTOWN NY 14702	04/04/2007	08/13/2015
DOL	DOL	*****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	DOL	****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	NYC	****6650	START ELEVATOR CONSTRUCTION, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	*****3896	START ELEVATOR MAINTENANCE, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	****1216	START ELEVATOR REPAIR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	NYC	****2101	START ELEVATOR, INC.		4350 BULLARD AVENUE BRONX NY 10466	01/28/2008	01/28/2013
DOL	DOL		STEED GENERAL CONTRACTORS INC		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	DOL		STEFANIE MCKENNA		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		STEPHEN BALZER		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/01/2013
DOL	DOL		STEVE PAPASTEFANOU		1445 COMMERCE AVENUE BRONX NY 10461	10/09/2007	10/09/2012
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	****4081	STS CONSTRUCTION OF WNY		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL	****2036	SURACI ENTERPRISES INC		364 BLEAKER ROAD ROCHESTER NY 14609	10/25/2007	10/25/2012
DOL	DOL	****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THEODORE F FAULKS		18 FIREWEED TRAIL HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		THOMAS ASCHMONEIT		79 MADISON AVENUE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL		THOMAS DEMARTINO		158-11 96TH STREET HOWARD BEACH NY 11414	06/25/2009	06/25/2014
DOL	DOL		THOMAS GORMALLY		250 KNEELAND AVENUE YONKERS NY 10705	07/09/2007	07/09/2012

DOL	DOL		THOMAS TERRANOVA		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETSUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		TIMOTHY P SUCH		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/19/2014
DOL	DOL	****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****2357	TRAC CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	****4294	TWT CONSTRUCTION COMPANY INC		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****8663	URBAN-SUBURBAN RECREATION INC		3 LUCON DRIVE DEER PARK NY 11728	06/20/2007	06/20/2012
DOL	DOL	*****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL		VIRGINIA L CAPONE		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	NYC	****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	DOL	****0329	WET PAINT CO. OF OSWEGO, INC		19 E. CAYUGA STREET OSWEGO NY 13126	05/15/2008	05/15/2013
DOL	DOL	****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM PUTNAM		50 RIDGE ROAD BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL		WILLIAM SCRIVENS		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		WILLIAM W FARMER JR		112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	NYC	****5498	XAVIER CONTRACTING LLC		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	AG		YULY ARONSON		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL		ZEPHENIAH DAVIS		2068 ANTHONY AVENUE BRONX NY 10457	12/26/2007	12/26/2012