

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept sealed bids for COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) BRIDGE REPLACEMENT (BIN T.B.D.). The bids shall be received at the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York by 2:00 P.M. on July 2, 2013, at which time they will be opened and read aloud. If additional information concerning the bidding is required, call (518) 873-3332.

All bids submitted in response to this notice shall be marked "SEALED BID – COUNTY ROAD 68 (MOUNTAIN VIEW DRIVE) BRIDGE REPLACEMENT" clearly on the outside of the envelope. All bids shall be submitted on the bid sheets included in the package, and no other forms shall be accepted.

Plans, specifications, standard proposals and drawings for the proposed work may be obtained at the above address or on the County's website at www.co.essex.ny.us. The plans may also be examined at the office of Creighton Manning Engineering, 2 Winners Circle, Albany, NY 12205.

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.

This is a Federal-Aid project, and Federal requirements will prevail. 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.

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

In addition to bid sheets, the bidder shall submit executed non-collusion bid certificates signed by the bidder 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.

A Contract awarded pursuant to this notice shall be subject to the provisions of Sections 103-1, 103-b, 103-d and 103-g of the General Municipal Law.

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 10, 2013

Linda M. Wolf, CPA
Purchasing Agent
Essex County Government Center
7551 Court Street – PO Box 217
Elizabethtown, New York 12932
(518) 873-3332

PROJECT MANUAL
FOR
REPLACEMENT OF COUNTY ROAD 68
(MOUNTAINVIEW DRIVE) BRIDGE
OVER
COLD BROOK

BIN T.B.D.
PIN 1759.25
D033488

F.A. PROJECT

Prepared For:
Essex County Department of Public Works
Essex County, New York



June 2013

PREPARED BY:



Creighton Manning Engineering, LLP
2 Winners Circle
Albany, New York 12205
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I. GENERAL BID INFORMATION

A. NOTICE TO BIDDERS

Notice is hereby given that Essex County will accept sealed bids for:

Replacement of County Road 68 (Mountainview Drive) Bridge over Cold Brook in the Town of Willsboro, Essex County, New York (BIN T.B.D.)

Contract will be awarded based upon the lowest qualified bid.

Contract Documents, including Invitation to Bidders, Instructions to Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, Contract Drawings and any Addenda, may be examined at no expense at the office of Creighton Manning Engineering, 2 Winners Circle, Albany, NY 12205 or at the office of the Essex County Purchasing Department at 7551 Court St, Elizabethtown, NY 12932.

Plans and specifications may be obtained electronically from the office of the Essex County Purchasing Department at www.co.essex.ny.us for no fee. Hard copies of the plans and specifications are available from the Essex County Purchasing Department for no fee at special requests. All handling costs (mail or delivery services) are the responsibility of the bidder.

Each bid must be accompanied by security in an amount not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Instructions to Bidders. No bidder may withdraw his bid within forty-five (45) days after the actual date of opening thereof.

This is a Federal-Aid project, and Federal requirements will prevail. The attention of Bidders is also particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under this Contract.

Bids to be considered must be received in a sealed envelope at the office of the Essex County Purchasing Department at 7551 Court St, Elizabethtown, NY 12932 by **2:00 PM, local time**, on **July 2, 2013** at which time and place they will be publicly opened and read aloud. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled "**BID FOR REPLACEMENT OF COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) BRIDGE OVER COLD BROOK.**" The sealed bids shall include the completed Bid Form, Non-Collusive Bidding Certification (as required by chapter 956 of the Laws of New York State), and Bid Bond.

The Bidder to whom the Contract is awarded will be required to furnish Performance, Payment and Guarantee Bonds from an acceptable Surety Company for an amount not less than 100% of the accepted bid.

Essex County reserves the right to consider the bids for forty-five (45) days after receipt before awarding any Contract, and to waive any informalities in, and to reject, any and all bids or to accept the one that in its judgment will be for the best interest of the County. All bids are subject to final review and approval by the Essex County Department of Public Works Superintendent before any award of contract may be made. Receipt of bids by the County shall not be construed as authority to bind the County.

Owners Contact
Tony J. LaVigne
Superintendent
Essex County DPW
Ph: (518) 873-3745

Engineer's Contact
Matt Hunt, P.E.
Creighton Manning Engineering, LLP
Ph: (518) 446-0396

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B. INSTRUCTION TO BIDDERS

1. General Note

In general, the New York State Department of Transportation Office of Engineering *Standard Specifications, Construction and Materials* of May 1, 2008, and all addenda in effect on the date of advertising for bids shall apply, except where modified in these specifications. Updates and modifications to the NYSDOT Standard Specifications, Construction and Materials dated May 1, 2008 are available at <https://www.dot.ny.gov/main/business-center/engineering/specifications>. The CONTRACTOR should note that the Project Plans are dimensioned in US Customary Units only, and that all Payment Items will be measured and paid in standard US Customary Units. Further direction is provided under SPECIAL NOTES. Where reference is made to New York State, State Department of Transportation, Commissioner, etc., the appropriate Essex County Department of Public Works, Bureau or Official shall be substituted.

The Essex County Department of Public Works or its authorized representative shall make the final interpretations of any irregularities, ambiguities or questions arising out of these specifications and the New York State Department of Transportation *Standard Specifications, Construction and Materials* used on this project.

Under this contract the New York State Department of Transportation Office of Engineering May 1, 2008 *Standard Specifications, Construction and Materials* and addenda are amended as follows:

References to the County's representative and County personnel shall hereinafter be made as the "Engineer".

2. Definition of Terms

Under Section 101-02 Definition and Terms

- 2.1 Page 17, Chief Engineer
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Essex County Department of Public Works Superintendent" or their authorized representative.
- 2.2 Page 17, Commissioner
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Essex County Department of Public Works Superintendent".
- 2.3 Page 18, Comptroller
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Essex County Department of Public Works Superintendent".
- 2.4 Page 19, Department
Delete the stated definition. This term where used in the specifications or contract documents shall mean the "Essex County Department of Public Works" and may also be used to mean the "Essex County Department of Public Works Superintendent" or their authorized representative except as noted.

- 2.5 Page 19, Departmental Geotechnical Engineer
Delete the stated definition. The "Essex County Department of Public Works Superintendent" or their authorized representative shall be responsible and is in charge of all engineering and construction work on this contract except as noted.
- 2.6 Page 19, Departmental Engineering Geologist
Delete the stated definition and substitute the same definition as above for Note 5.
- 2.7 Page 19, Division
Delete the stated definition and insert: "Essex County Department of Public Works".
- 2.8 Page 19, Engineer or Engineer-In-Charge
Delete the words "Department of Transportation" and substitute "Essex County Department of Public Works". Also delete the words "Regional Director" and substitute "Essex County Department of Public Works Superintendent" except as noted.
- 2.9 Page 20, Final Agreement
Delete "State of New York, Department of Transportation" and substitute "Essex County Department of Public Works".
- 2.10 Page 20, Inspector
Delete "The Department of Transportation" and substitute "The authorized representative of the "Essex County Department of Public Works" except as noted.
- 2.11 Page 21, Materials Bureau
Delete the word "Bureau" and the stated definition and substitute "Essex County Department of Public Works has the responsibility in the quality assurance for materials to be used on the contract except as noted".
- 2.12 Page 22, Regional Director
Delete the stated definition and substitute: "When used, means the Essex County Department of Public Works Superintendent".
- 2.13. Page 23 State
Delete the stated definition and substitute: "When used, means the "Essex County Department of Public Works, represented by the "Essex County Department of Public Works Superintendent" except as noted.

Under Section 102 - Bidding Requirements and Conditions

- 2.14 Page 25, Subsection 102-01, Location of Regional Offices
Delete entire subsection -- not applicable.
- 2.15 Page 28, Subsection 102-06, Bid Deposit
Delete from the 2nd and 3rd lines the words "State of New York," and substitute "Essex County Purchasing Agent".

Under subsequent sections of this document:

- A. The term "Owner" means the **Essex County Department of Public Works**, and being the governmental unit whose name is given on the Contract Document cover.

- B. The term "Engineer" means **Creighton Manning Engineering, LLP.** and/or any duly authorized representative of this firm or the **Essex County Department of Public Works.**
- C. The term "Bidder" shall mean any party or parties submitting in proper form a Proposal to perform the work specified hereinafter.
- D. The term "Contractor" shall mean the successful Bidder selected by the Owner to contract to perform the work - or his heirs, executors, successors, administrators or assigns.
- E. The term "Work" is used to designate the work, equipment, materials and things required to be done, furnished or performed by the Contractor under the Specifications attached hereafter.
- F. Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, DOT, DCES or Directors(s) of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the Owner. This change shall be made in all of the documents relating to this contract.

3. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each BIDDER must be prepared to submit within five days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of BIDDER's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site

- 4.1 It is the responsibility of each BIDDER before submitting a Bid:
 - 4.1.2 To examine thoroughly the Contract Documents and other related data identified in the bidding Documents (including "technical" data referred to below);
 - 4.1.3 To visit the site to become familiar with and satisfy BIDDER as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;
 - 4.1.4. To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 - 4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which BIDDER has discovered in or between the Contract documents and such other related documents.
- 4.2 Reference is made to the Supplemental Information Available to Bidders, Special Notes and Appendices for identification of:
 - 4.2.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents. BIDDER may rely upon the general accuracy of the "technical data" contained in such

reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

- 4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. BIDDER may rely upon the general accuracy of the “technical data” contained in such drawings but not upon other data, interpretations, opinions, or information shown or indicated in such drawings or otherwise relating to such structures, not upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any BIDDER on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which BIDDER is entitled to rely upon. BIDDER is responsible for any interpretation or conclusion drawn from any “technical data” or any such data, interpretations, opinions, or information.

- 4.3 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appears in Paragraphs 4.2 and 4.3 of the Instruction to Bidders.
- 4.5 Before submitting a Bid each BIDDER will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.6 On request, OWNER will provide each BIDDER access to the site to conduct such examinations, investigations, explorations, tests, and studies as each BIDDER deems necessary for submission of a Bid. BIDDER must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 4.7 Reference is made to the Special Notes for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, OWNER will provide to each BIDDER for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.

- 4.8 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 4, that without exception of the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by the Contract Documents, the BIDDER has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that BIDDER has discovered in the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.9 The provisions of 1-4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste, or Radioactive Material covered by Paragraph 4.5 of the Instruction to Bidders.

5 Availability of Lands for Work, etc.

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

6 Interpretations and Addenda.

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

7 Bid Security

- 7.1 Each bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of BIDDER's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety.
- 7.2 The Bid security of Successful BIDDER will be retained until such BIDDER has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful BIDDER fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that BIDDER will be forfeited. The Bid security of other BIDDERS whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the

thirty-sixth day after the Bid opening, whereupon Bid security furnished by such BIDDERS will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

8 Contract Times.

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment as set forth in Article 3 of the Agreement and as set forth herein.

The Work will be substantially completed with the bridge open to traffic by December 31, 2013, and completed and ready for final payment by May 31, 2014.

9 Liquidated Damages.

Provisions for liquidated damages, if any, are set forth in Article 3 of the Agreement.

10 Substitute and "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement.

11 Subcontractors, Suppliers, and Others

- 11.1 If the identity of certain Subcontractors, Suppliers and other person and organizations (including those who are to furnish the principal items of material and equipment) are requested to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful BIDDER, and any other BIDDER so requested, shall within five days after Bid opening submit to OWNER a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor Supplier, person, or organization if requested by OWNER. An OWNER or ENGINEER who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person, or organization, may before the Notice of Award is given request apparent Successful BIDDER to submit an acceptable substitute without an increase in Bid Price.

If apparent Successful BIDDER declines to make any such substitution, OWNER may award the contract to the next lower BIDDER that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any BIDDER. Any subcontractors, Supplier, other person or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement.

- 11.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful BIDDER prior to the Notice of Award, shall identify in Writing to OWNER those portions of the Work that Such BIDDER proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.
- 11.3 No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person or organization against who CONTRACTOR has reasonable objection.

12 Bid Form

- 12.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the issuing Office).
- 12.2 All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5 All names must be typed or printed in black ink below the signature.
- 12.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 12.7 The address and telephone number for communications regarding the Bid must be shown.
- 12.8 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

13 Disqualification

- 13.1 The Owner reserves the right to refuse to issue a Bid Form to a prospective BIDDER should such BIDDER be in default for any of the following reasons:
 - (a) Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the Proposal as a requirement for bidding.
 - (b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the Owner issues the Proposal to a prospective BIDDER.
 - (c) Contractor default under previous contracts with the Owner.
 - (d) Unsatisfactory work on previous contracts with the Owner.

- 13.2 Bids received from BIDDERS who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the BIDDER cannot show that he has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the time specified. A bid may be rejected if the BIDDER is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.
- 13.3 The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the Owner that such BIDDER is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
- 13.4 Bids shall be considered irregular for the following reasons:
- (a) If the bid is on a form other than that furnished by the Owner, or, if the Owner's form is altered, or, if any part of the Bid Form is detached.
 - (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
 - (c) If the bid is not accompanied by the bid security specified by the Owner.

14 Submission of Bids.

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

15 Modification and Withdrawal of Bids

- 15.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 15.2 If, within twenty-four hours after Bids are opened, any BIDDER files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Contract Documents.

16 Opening of Bids

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

17 Bids to Remain Subject to Acceptance

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

18 Award of Contract.

- 18.1 OWNER reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsible or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful BIDDER. Discrepancies between words and figures will be resolved in favor of the words.
- 18.2 In evaluating Bids, OWNER will consider the qualifications of BIDDERS, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 18.3 OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided Article 11 of in the Instruction to Bidders. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 18.4 Owner may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of BIDDERS, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.
- 18.5 If the contract is to be awarded, it will be awarded to lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.
- 18.6 If the contract is to be awarded, OWNER will give Successful BIDDER a Notice of Award within forty-five (45) days after the day of the Bid opening.

19 Contract Security.

A Bid Security in the amount of 5% of the maximum Bid amount is required by the Contractor as part of the Bid. When the Successful BIDDER delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds.

20 Signing of Agreement

When OWNER gives a Notice of Award to the Successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

21 Sales and Use Taxes

OWNER is exempt from New York State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes should not be included in the Contract Price.

22 Retainage.

The Contract will not withhold retainage.

23 Laws and Regulations

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, they will be deemed to be included in the contract the same as though therein written out in full.

24 Coordination With Others

Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or operations of the Town of Willsboro, or Essex County unless otherwise indicated in the Special Notes or detailed Specifications.

25 Non-Collusive Bidding Certificate

All Contractors bidding under the provisions of the specifications are subject to provisions of Section 103 of the General Municipal Law of the state of New York. A signed non-collusive certification is required to be submitted with each bid in the form specified with the bid documents.

26 Basis of Award

The contract will, at the discretion of the County, be awarded on the basis of competitive bids to the lowest responsible eligible bidder based on the Base Bid.

27 Notice of Special Conditions

The contractor's attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- A. Insurance requirements – Chapter 1-Item 30
- B. NYS Department of Transportation Special Conditions included in Chapter IV - Special Notes.

- C. Various Revised and Special Specifications, - Chapter V.
- D. Prevailing wage rates required by N.Y.S. Labor Law – Chapter VI.
- E. Soil Boring Logs – Appendix A.
- F. Environmental Regulation Standard Clauses and Permits, Section Chapter IV
- G. Required Contract Provisions, Federal Aid Construction Contracts, Chapter VII.

28 Control of Work

28.1 Authority Of Engineer

The Essex County Department of Public Works Superintendent will be represented by an Engineer provided by the County, who will observe the work done under the Contract during construction. The Engineer shall inspect work performed, review materials to be used, and to stop and reject work and materials found to be not in accordance with the plans and specifications. The Engineer's authority shall cover all phases of the work. In the event that questions should arise concerning the interpretation or changes of plans and specifications or to the acceptability of the work, the Contractor shall submit any questions, in writing, to the Engineer. These questions shall be forwarded to the Essex County Department of Public Works along with the Engineer's recommendations.

The Engineer may place on the job other personnel who shall observe the work as direct representatives. Their authority shall consist of observing the work under the Contract, rejecting any defective material used and temporarily suspending any work improperly performed. They will not have any authority to make changes or alterations in the plans and specifications, nor be permitted to act as foremen for the Contractor.

Any work done or materials used without suitable observation by the Engineer or an authorized representative may be ordered removed and replaced at the Contractor's expense.

29 Control of Materials

All certificates of acceptability of materials required by the specifications shall be supplied by the Contractor at no expense to the sponsor. The Engineer shall have the right to approve of the laboratories or fabricators, which will issue the certificates.

The cost of the inspection by the Engineer of any unapproved plants shall be borne by the Contractor. This shall include, but not be limited to, plants employed to provide mobile concrete, precast concrete units and steel reinforcement.

The inspections and certifications for any steel or precast concrete items are to be in compliance with all the requirements of the contract plans, specifications and the Steel / Precast Concrete Construction Manuals. Particular items of importance to be checked for each unit fabricated are:

- all dimensions;
- all testing of materials

NYSDOT Materials shall generally be responsible for all asphalt and concrete plant inspection and will provide approval for all stockpiles and sources for granular material. If NYSDOT is unavailable the Owner will be responsible for these approvals.

30 Insurance Requirements

The Contractor shall procure, at its own sole cost and expense, and shall maintain in force at all times during the term of this contract including any extensions or renewals until Contract Final Acceptance, the policies of insurance covering all operations under the contract whether performed by it or its subcontractors as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York and that have an A.M. Best Company rating of (A -) or better or approved by the Department. The Department may, at its sole discretion, permit the placement of policies with a non-authorized carrier or carriers upon request by the Contractor accompanied by the documentation required by 11 NYCRR §27.0 *et seq.*; provided that nothing herein shall be construed to require the Department to accept insurance placed with a non-authorized carrier under any circumstances. The Contractor shall deliver to the Department evidence of such policies as the Department deems necessary to verify that the required insurance is in effect.

A. Conditions Applicable to Insurance. All policies of insurance required by this agreement must meet the following requirements:

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from the Contractor are specified in Paragraph B *Insurance Requirements* below. General liability insurance shall apply separately on a per-job or per-project basis.

2. Policy Forms. Except as may be otherwise specifically provided herein or agreed in writing by the Department, policies must be written on an **occurrence** basis. In the event that occurrence-based coverage is not commercially available, claims-made policy forms will be considered provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy.

3. Certificates of Insurance/Notices. Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Commissioner, before commencing any work under this contract. Certificates or transmittal correspondence shall reference the project identification number (PIN) and local project number listed in this proposal. Certificates shall be provided to the Owner as required in the Section III (Agreement) of this contract manual.

Name and address of Certificate Holder:

**The County of Essex
7551 Court Street
Elizabethtown, NY 12932**

Unless otherwise agreed, policies shall be written so as to require that the policy will not be (i) canceled, (ii) materially changed or (iii) permitted to expire or lapse for any reason except upon thirty (30) days' prior written notice to the Owner by Certified Mail, Return Receipt Requested at the address stated above. In addition, if required by the Owner, the Contractor shall deliver to the Owner within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete. Certificates of Insurance shall:

- a. Be in the form provided by the Department (C218 or successor) unless the Department specifically approves a different form. The ACORD forms of Certificate of Insurance are not acceptable.
- b. Be signed by an authorized representative of the insurance carrier or producer and be acknowledged before a notary public.
- c. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.
- d. Specify the Additional Insureds and Named Insureds as required herein.
- e. Refer to this Contract by number on the face of the certificate, and
- f. Expressly reference the inclusion of all required endorsements.

If at any time during the term of this contract, it shall come to the attention of the Department that required insurance is not in effect or that adequate proof of insurance has not been provided, the Department may, at its option:

- a. Direct the Contractor to suspend work and not re-enter the premises with no additional payment or extension of time due on account thereof, or
- b. May withhold further contract payments in accordance with Article 8 *No Payment Due to Contractor's Non-Compliance* of the contract agreement, or
- c. Treat such failure as a breach or default of the contract.

4. **Additional Insureds.** All insurance policies required by these specifications, except workers' compensation and professional liability shall be endorsed to provide coverage to **"The State of New York/New York State Department of Transportation, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, and any consultants, consultant inspecting engineering, or inspector and their agents or employees working for or on the project"** with respect to any claim arising from the Contractor's Work under this contract or as a result of the Contractor's activities. The endorsement shall be effected by endorsement of the applicable policy using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a form(s) that provides equivalent coverage.

ADDITIONAL INSURED PARTIES:

Essex County

Town of Willsboro

The State of New York and the Commissioner of Transportation and all employees of the Commissioner of Transportation

The People of the State of New York

Creighton Manning Engineering, LLP

Verizon

New York State Electric & Gas (NYSEG)

5. Primary Coverage. All insurance policies, excepting workers' compensation, shall provide that the required coverage shall be primary as to any other insurance that may be available to the Department for any claim arising from the Contractor's Work under this contract, or as a result of the Contractor's activities.

6. Waiver of Subrogation. As to every type and form of insurance coverage required from the Contractor, there shall be no right of subrogation against **the State of New York/New York State Department of Transportation, its agents or employees.** To the extent that any of Contractor's policies of insurance prohibit such a waiver of subrogation, Contractor shall secure the necessary permission to make this waiver.

7. Policy Renewal/Expiration. At least thirty (30) calendar days prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Department than the expiring policies shall be delivered to the Department in the manner required for service of notice in Paragraph A.3. *Certificates of Insurance/Notices above.*

8. Self-Insured Retention/Deductibles. Contractors utilizing self-insurance programs are required to provide a description of the program for Department approval. Collateralized deductible and self-insured retention programs administered by a third party may be approved. Except as may be specifically provided in the Contract Documents of a particular project, Contractor or third-party-administered insurance deductible shall be limited to the amount of the bid deposit or \$100,000.00, whichever is less. Security is not required if it is otherwise provided to an administrator for an approved risk management program. The Department will not accept a self-insured retention program without security being posted to assure payment of both the self-insured retention limit and the cost of adjusting claims. The Contractor shall be solely responsible for all claim expense and loss payments within any permitted deductible or self-insured retention. If the Contractor's deductible in a self-administered program exceeds the amount of the bid deposit, the Contractor shall furnish an irrevocable Letter of Credit as collateral to guarantee its obligations. Such Letter of Credit or other collateral as may be approved by Department must be issued by a guarantor or surety with an AM Best Company rating of (A -) or better. If, at any time during the term of this agreement, the Department, in its sole discretion, determines that the Contractor is not paying its deductible, it may require the Contractor to collateralize all or any part of the deductible or self-insured retention on any or all policies of insurance or, upon failure to promptly do so, the same may be withheld from payments due the Contractor.

9. Waiver of Indemnities. The Contractor waives any right of action it and/or its insurance carrier might have against the Department (including its employees, officers, commissioners, or agents) for any loss that is covered by a policy of insurance that is required by this contract. The Contractor waives any right of action it and/or its insurance carrier might have against the Department (including its employees, officers, commissioners, or agents) for any loss, whether or not such loss is insured.

10. Subcontractor's Liability Insurance. In the event that any portion of the work described in this contract is performed by an approved subcontractor, the insurance requirements of this Article shall be incorporated into the subcontract agreement. Subcontractor insurance requirements shall include the requirements for Workers' Compensation, Commercial General Liability, and, if applicable, Commercial Auto and/or Professional Liability. Excess or umbrella insurance is not required for subcontractors. Contractor shall require that Certificates of Insurance, meeting the requirements of the

Department are provided to the Department documenting the insurance coverage for each and every subcontractor employed by them to do work under this contract.

B. Insurance Requirements. The types of insurance and minimum policy limits shall be as follows:

1. Workers' Compensation and Disability Insurance. As required by State Finance Law §142, the Contractor shall maintain in force workers' compensation insurance upon forms required by or acceptable to the Workers Compensation Board for all of Contractor's employees. Contractor shall also maintain disability insurance as required by the Disability Benefits Law of the State of New York.

2. Commercial General Liability Insurance. The Contractor shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from premises (including loss of use thereof), personal injury or death, advertising injury, liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor. Such coverage shall be written on an ISO occurrence form (ISO Form CG 00 01 12 07 or a policy form providing equivalent coverage) in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 aggregate. Unless otherwise provided, the policy or policies of insurance providing the liability coverage shall include:

a. Coverage for contractual liability assumed by the Contractor insured under an insured contract (including the tort liability of another assumed in a business contract).

b. All insurance policies required by these specifications except workers' compensation and professional liability shall be endorsed to provide coverage to **"the State of New York/New York State Department of Transportation, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, and any consultants, consultant inspecting engineering, or inspector and their agents or employees working for or on the project"** using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a policy form or forms providing equivalent coverage.

c. Products-Completed Operations Coverage, as provided in the General Liability Policy, or in certain instances through ISO form CG 26 11 09 99 or suitable equivalent.

d. Where contract work will be performed by unregistered off-road equipment, Contractor shall provide documentation of a blanket Pollution Liability policy, or an endorsement to cover short-term pollution events, ISO form CG 04 33 10 01 or equivalent.

e. Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect.

f. Explosion, Collapse and Underground Hazards coverage ("XCU") *(for contracts that call for the performance of excavating, underground work, and/or the use of blasting equipment).*

3. Commercial Automobile Insurance including liability and required coverage for New York (applicable to any project where automobiles or other vehicles will be employed to complete the work). In the event that automobiles are used in connection with Contractor's business or operations with the Department, the Contractor shall maintain a commercial or other automobile policy or policies insuring against liability for bodily injury, death, or damage to property and other mandatory coverages, relating to the use, operation, loading or unloading of any of Contractor's automobiles (including owned, hired and non-owned vehicles) on and around the project. This should be ISO form CA 00 01 10 01, CA 00 01 01 87 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than \$1,000,000.00 each accident.

4. Umbrella or Excess Liability Insurance. The Contractor shall maintain an occurrence form umbrella liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form CU 00 01 12 07 or a policy form providing equivalent coverage. In the event that umbrella coverage is unavailable, equivalent excess coverage may be substituted. The minimum required limits for the umbrella/excess coverage shall be sufficient to provide a total of not less than \$5,000,000.00 per occurrence/ aggregate.

5. Special Protective and Highway Liability Policy. The Contractor shall maintain, separate and apart from its umbrella policy, a policy issued to and covering the liability of the People of the State of New York, The State of New York, the Commissioner of Transportation, all employees of the Department of Transportation both officially and personally, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees, against damages that the insureds may be held legally liable to pay for property damage, personal injuries, or death that is caused by any occurrence that takes place within any location where work is to be or is being performed by Contractor, including at the location of any of the work. This should be ISO form CG 00 14 12 or a policy form providing equivalent coverage along with mandatory New York endorsements. Coverage shall be in an amount of not less than \$1,000,000.00 per occurrence and at least \$2,000,000.00 for each aggregate limit.

6. Contractor's Risks. The Contractor shall be responsible for obtaining any insurance it deems necessary to cover its own risks, including without limitation: (a) business interruption, such as gross earnings, extra expense, or similar coverage, (b) personal property, and/or (c) automobile physical damage and/or theft. In no event shall the Department be liable for any damage to, or loss of, personal property, or damage to, or loss of, an automobile that is covered by a policy of insurance that is required by this agreement, even if such loss is caused by the negligence of the Department.

7. Builders' Risks Policy. *(Applicable to projects that call for the construction of any "Structure" or building, including, but not limited to pump stations and in connection with such projects, only to the extent of the value associated with such construction).* The Contractor shall procure and maintain a Builder's Risk policy in a form such as ISO form CP 00 20 10 90 or a policy form providing equivalent coverage, covering the perils insured under and including the special causes of loss form, including collapse,. Subject to the allowances stated in Paragraph A.8. *Self-Insured*

Retention/Deductibles, above, the deductible not to exceed the amount of the bid deposit or \$100,000.00, whichever is less, covering the total value of work performed and equipment, supplies and materials at the location of the Work as well as at any off-site storage locations. Policy shall cover the total value of structures and buildings, supplies and materials at the location of the Work as well as at any off-site storage locations. Sub-limits for loss caused by Flood and Earthquake are acceptable. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of Department held in their care, custody and/or control. Such policy shall name the Contractor as insured, and The People of the State of New York, and Subcontractors as additional insureds.

8. Professional Liability/ Errors and Omissions. (*applicable to professional services requiring the signature, stamp or certification of a licensed professional, including, without limitation, erection plans, demolition plans, containment plans, coffer dams, and temporary sheeting.*) The Contractor shall maintain at its own expense or shall require to be maintained, such insurance as is customary to compensate Department for any claims or losses that occur because of Contractor's errors, omissions malpractice or breach of professional obligations. Such policy or policies may be written on a claims-made form so long as coverage is maintained to be in effect to cover claims arising from the performance of services under this contract. Said coverage may be subject to a deductible or self-insured retention level of no more than \$250,000.00 subject to approval by Department, such approval not to be unreasonably withheld, except that it is also agreed that Department may withhold payment for services rendered under this contract in the event, and to the extent of any deductible in the event that a claim is asserted. Such coverage shall be written on a claims-made basis (or a policy form providing equivalent coverage) in an amount of no less than \$5,000,000.00 per claim and not less than \$5,000,000.00 in the aggregate.

9. Railroad Protective Liability Insurance. (*Applicable to any Work Affecting Railroads as described in §105-09.*) The Contractor shall maintain at its own expense railroad protective liability policy of insurance in the name of the affected railroad and with limits of coverage as specified in the Special Notes on Railroad Insurance, or if no limits of coverage are specified, the limits shall be not less than \$5,000,000.00 combined Bodily Injury Liability and/or Property Damage for each occurrence with a \$10,000,000.00 Aggregate Limit applying separately to each annual period. Said policy shall be subject to the approval of the railroad and comply with 23 CFR 646 Subpart A.

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BID PROPOSAL

FOR THE

**COUNTY ROAD 68
(MOUNTAINVIEW DRIVE)
BRIDGE OVER
COLD BROOK
BRIDGE REPLACEMENT
BIN T.B.D.
PIN 1759.25**

IN THE

**Town of Willsboro
Essex County, New York**

July 2, 2013

SUBMITTED BY:

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BID FORM

PROJECT IDENTIFICATION: Replacement of County Road 68 (Mountainview Drive) Bridge Over Cold Brook in the Town of Willsboro, Essex County, New York (BIN T.B.D.)

CONTRACT IDENTIFICATION AND NUMBER: PIN 1759.25 & CM 110-245

THIS BID IS SUBMITTED TO: Linda Wolf, Purchasing Agent
Essex County Purchasing Department
7551 Court Street
Elizabethtown, NY 12932

Name and Address of Owner: Essex County Department of Public Works
8053 US Route 9, Elizabethtown, NY 12932

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

 - (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - (d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities).

- (e) BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
 - (f) BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - (g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- 4. BIDDER will complete the Work in accordance with the prices listed in the Bid Schedule.
 - 5. The BIDDER further understands and agrees that he is to furnish and provide for the respective item price bid, all necessary material, machinery, implements, tools, labor, services and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the improvement of the aforementioned project in accordance with the plans and specifications for said improvement, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.
 - 6. The BIDDER further agrees to accept the aforesaid unit bid prices as compensation for any additions or deductions caused by variation in quantities due to more accurate measurement, and for use in the computation of the value of the work performed for monthly estimates.
 - 7. The BIDDER further agrees that at any time during the progress of the work the OWNER adds, alters or omits portions of the work he shall so perform such work and accept compensation in accordance with the NYSDOT Standard Specifications.
 - 8. BIDDER agrees that the Work will be substantially completed and ready for final payment in accordance with the NYSDOT Standard Specifications on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
 - 9. The following documents are attached to and made a condition of this Bid:

- (a) Certified Copy of Resolution of Board of Directors (Page II-7)
 - (b) Non-Interruption of Work Agreement (Page II-9)
 - (c) Bid Schedule with Unit Bid Prices (Page II-11 thru II-26)
 - (d) Required Bid (Security) Bond in the form of _____
 - (e) Acknowledgement of Receipt of Addenda (Page II-31)
 - (f) Disclosure of Lobbying Activities
 - (g) Non-Collusive Bidding Certification and Bidder Information
 - (h) Disadvantaged Business Enterprise Utilization Goals
 - (i) Certification for Federal Aid Contracts
 - (j) A tabulation of Subcontractors, Suppliers, and other persons and organizations required to be identified in this Bid.
 - (k) NYS Uniform Contracting Questionnaire (CCA-2) form
 - (l) Iran Divestment Act
10. Communications concerning this Bid shall be addressed to: _____
The address of BIDDER indicated below.
11. Terms used in this Bid which are defined in the NYSDOT Standard Specifications will have the meanings indicated in the NYSDOT Standard Specifications except as noted.

SUBMITTED ON _____ 2013

State Contractor License No. _____

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address:

Phone No.: _____

A Partnership

By _____ (SEAL)

(Individual's Name)

(General partner)

Business address: _____

Phone No.: _____

A Corporation

By _____ (SEAL)

(Corporation Name)

(State of incorporation)

By _____ (SEAL)

(Name of person authorized to sign)

(Title)

Business address: _____

Phone No.: _____

(V) Date of Qualification to do business is _____

A Joint Venture

By _____ (SEAL)

(Name)

(Address)

By _____ (SEAL)

(Name)

(Address)

Phone Number and Address for receipt of official communications:

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

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF**

(NAME OF CORPORATION)

“RESOLVED that _____,
(Person Authorized to Sign) (Title)

of _____ authorized to sign and submit the Bid of this corporation
(NAME OF CORPORATION)

for the following Project:

and to include in such bid the certification as to non-collusion, and for any inaccuracies or misstatements in such certification this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

(NAME OF CORPORATION)

at a meeting of its Board of Directors held on the _____ day of _____ 20__.

By _____

Title _____

(SEAL)

The above form must be completed if the Bidder is a Corporation.

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NON-INTERRUPTION OF WORK AGREEMENT

By submission of this Bid for:

Replacement Of County Road (Mountainview Drive) Bridge Over Cold Brook, BIN T.B.D., PIN 1759.25

the BIDDER agrees that if this bid is accepted, he will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the BIDDER or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: _____

By: _____
(Signature)

(Typed)

Title: _____

Date: _____

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BID FOR CONSTRUCTION OF

**Replacement of County Road 68 (Mountainview Drive) Bridge Over Cold Brook
BIN T.B.D.
PIN 1759.25**

TO THE COUNTY OF ESSEX:

Pursuant to and in compliance with your Advertisement of Invitation to Bids and the Instructions to Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the construction and completion of **Replacement Of County Road 68 (Mountainview Drive) Bridge Over Cold Brook**, required by and in strict accordance with the applicable provisions of all Contract Documents for the following unit and lump sum prices:

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Brought Forward \$ _____.

ITEMIZED BID FORM						
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
201.06	CLEARING AND GRUBBING	1	LS	_____ Dollars _____ Cents	\$ _____.	\$ _____.
202.120001	REMOVING EXISTING SUPERSTRUCTURES	1	LS	_____ Dollars _____ Cents	\$ _____.	\$ _____.
202.19	REMOVAL OF SUBSTRUCTURES	155	CY	_____ Dollars _____ Cents	\$ _____.	\$ _____.
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	730	CY	_____ Dollars _____ Cents	\$ _____.	\$ _____.
203.03	EMBANKMENT IN PLACE	460	CY	_____ Dollars _____ Cents	\$ _____.	\$ _____.
203.07	SELECT GRANULAR FILL	63	CY	_____ Dollars _____ Cents	\$ _____.	\$ _____.

Brought Forward \$_____.

ITEMIZED BID FORM						
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
203.21	SELECT STRUCTURE FILL	324	CY	_____ Dollars _____ Cents	\$_____.	\$_____.
206.01	STRUCTURE EXCAVATION	817	CY	_____ Dollars _____ Cents	\$_____.	\$_____.
206.04	TRENCH AND CULVERT EXCAVATION - O.G.	146	CY	_____ Dollars _____ Cents	\$_____.	\$_____.
207.20	GEOTEXTILE BEDDING	325	SY	_____ Dollars _____ Cents	\$_____.	\$_____.
207.26	PREFABRICATED COMPOSITE STRUCTURAL DRAIN	105	SY	_____ Dollars _____ Cents	\$_____.	\$_____.
209.100101	MULCH - TEMPORARY	560	SY	_____ Dollars _____ Cents	\$_____.	\$_____.

Brought Forward \$ _____.

ITEMIZED BID FORM						
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
209.1105	CHECK DAM, PREFABRICATED - TEMPORARY	65	LF	_____ Dollars _____ Cents	\$ _____.	\$ _____.
209.13	SILT FENCE-TEMPORARY	450	LF	_____ Dollars _____ Cents	\$ _____.	\$ _____.
209.1501	TURBIDITY CURTAIN - TEMPORARY	160	LF	_____ Dollars _____ Cents	\$ _____.	\$ _____.
304.12	SUBBASE COURSE, TYPE 2	490	CY	_____ Dollars _____ Cents	\$ _____.	\$ _____.
402.127302	12.5 F3 TOP COURSE HMA, 70 SERIES COMPACTION	111	TON	_____ Dollars _____ Cents	\$ _____.	\$ _____.
402.127312	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.127302	6	QU	<u>FIXED PRICE SPECIFICATION</u>	\$ _____ 70.00	\$ _____ 420.00

Brought Forward \$ _____.

ITEMIZED BID FORM						
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
402.197902	19 F9 BINDER COURSE HMA, 70 SERIES COMPACTION	188	TON	_____ Dollars _____ Cents	\$ _____.	\$ _____.
402.197912	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.197902	10	QU	<u>FIXED PRICE SPECIFICATION</u>	\$ _____ 70.00	\$ _____ 700.00
402.377902	37.5 F9 BASE COURSE HMA, 70 SERIES COMPACTION	229	TON	_____ Dollars _____ Cents	\$ _____.	\$ _____.
402.377912	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.377902	12	QU	<u>FIXED PRICE SPECIFICATION</u>	\$ _____ 70.00	\$ _____ 840.00
407.0102	DILUTED TACK COAT	168	GAL	_____ Dollars _____ Cents	\$ _____.	\$ _____.
520.50140008	SAW CUTTING, ASPHALT PAVEMENT, ASPHALT SURFACE COURSE, CONCRETE PAVEMENT OR ASPHALT OVERLAY ON CONCRETE PAVEMENT	110	LF	_____ Dollars _____ Cents	\$ _____.	\$ _____.

Brought Forward \$_____.

ITEMIZED BID FORM						
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		TOTAL
						(NUMERALS)
552.11	PERMANENT STEEL SHEETING	1440	SF	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
552.2001	HOLES IN EARTH FOR SOLDIER PILE AND LAGGING WALL	80	LF	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
552.2101	ROCK SOCKETS FOR SOLDIER PILE AND LAGGING WALL	25	LF	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
552.2201	SOLDIER PILES FOR SOLDIER PILE AND LAGGING WALL	132	LF	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
552.230201	UNTREATED WOOD LAGGING FOR SOLDIER PILE AND LAGGING WALL	802	SF	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
553.020001	COFFERDAMS (TYPE 2)	1	EACH	_____ Dollars	\$_____.	\$_____.
				_____ Cents		

Brought Forward \$ _____.

ITEMIZED BID FORM						
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		TOTAL
						(NUMERALS)
553.020002	COFFERDAMS (TYPE 2)	1	EACH	_____ Dollars	\$ _____.	\$ _____.
				_____ Cents		
555.08	FOOTING CONCRETE, CLASS HP	83	CY	_____ Dollars	\$ _____.	\$ _____.
				_____ Cents		
555.09	CONCRETE FOR STRUCTURES, CLASS HP	34	CY	_____ Dollars	\$ _____.	\$ _____.
				_____ Cents		
556.0201	UNCOATED BAR REINFORCEMENT FOR CONCRETE STRUCTURES	2600	LB	_____ Dollars	\$ _____.	\$ _____.
				_____ Cents		
556.0202	EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES	2200	LB	_____ Dollars	\$ _____.	\$ _____.
				_____ Cents		
562.0101	REINFORCED CONCRETE SPAN UNITS	126	SY	_____ Dollars	\$ _____.	\$ _____.
				_____ Cents		

Brought Forward \$_____.

ITEMIZED BID FORM						
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		TOTAL
						(NUMERALS)
568.54	STEEL BRIDGE RAILING (THREE RAIL)	96	LF	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
568.70	TRANSITION BRIDGE RAILING	114	LF	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
595.50000018	SHEET-APPLIED WATERPROOFING MEMBRANE	490	SF	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
603.171416	GALVANIZED STEEL END SECTIONS- PIPE (2-2/3" X 1/2" CORRUGATIONS) 24 INCH DIAMETER, 16 GAUGE	3	EACH	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
603.9818	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 18 INCH DIAMETER	152	LF	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
604.300103	RECTANGULAR DRAINAGE STRUCTURE (TYPE A) FOR #3 WELDED FRAME	5	LF	_____ Dollars	\$_____.	\$_____.
				_____ Cents		

Brought Forward \$ _____.

ITEMIZED BID FORM						
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		TOTAL
						(NUMERALS)
606.10	BOX BEAM GUIDE RAILING	74	LF	_____ Dollars	\$ _____.	\$ _____.
				_____ Cents		
606.100002	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MILTERED)	72	LF	_____ Dollars	\$ _____.	\$ _____.
				_____ Cents		
606.120101	BOX BEAM END PIECE	1	EACH	_____ Dollars	\$ _____.	\$ _____.
				_____ Cents		
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA	2	EACH	_____ Dollars	\$ _____.	\$ _____.
				_____ Cents		
606.71	REMOVING AND DISPOSING CORRUGATED BEAM GUIDE RAILING	62	LF	_____ Dollars	\$ _____.	\$ _____.
				_____ Cents		
607.41010010	TEMPORARY PLASTIC BARRIER FENCE	150	LF	_____ Dollars	\$ _____.	\$ _____.
				_____ Cents		

Brought Forward \$ _____.

ITEMIZED BID FORM						
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
608.020102						
HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS ,AND VEGETATION CONTROL STRIPS	48	TON	_____ Dollars		\$ _____.	\$ _____.
			_____ Cents			
608.020112						
PLANT PRODUCTION QUALITY ADJUSTMENT TO 608.020102	3	QU	<u>FIXED PRICE SPECIFICATION</u>		\$ _____ 70.00	\$ _____ 210.00
610.13						
WEED REMOVAL	540	SY	_____ Dollars		\$ _____.	\$ _____.
			_____ Cents			
610.1402						
TOPSOIL - ROADSIDE	60	CY	_____ Dollars		\$ _____.	\$ _____.
			_____ Cents			
610.1406						
TOPSOIL - ON-SITE WETLAND MATERIALS	6	CY	_____ Dollars		\$ _____.	\$ _____.
			_____ Cents			
610.15						
PREPARATION OF SUBSOIL FOR TURF ESTABLISHMENT	17	SY	_____ Dollars		\$ _____.	\$ _____.
			_____ Cents			

Brought Forward \$_____.

ITEMIZED BID FORM						
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		TOTAL
						(NUMERALS)
610.1601	TURF ESTABLISHMENT - ROADSIDE	560	SY	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
610.19	WATERING VEGETATION	7	MGAL	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
610.21	MOWING	560	SY	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
619.01	BASIC WORK ZONE TRAFFIC CONTROL	1	LS	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
619.0803	COVER EXISTING PAVEMENT MARKING STRIPES (REMOVABLE TAPE)	810	LF	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
619.0903	TEMPORARY PAVEMENT MARKINGS STRIPES (REMOVABLE TAPE)	140	LF	_____ Dollars	\$_____.	\$_____.
				_____ Cents		

Brought Forward \$ _____.

ITEMIZED BID FORM						
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
619.100101	INTERIM PAVEMENT MARKINGS, STRIPES (TRAFFIC PAINT)	1460	LF	_____ Dollars _____ Cents	\$ _____.	\$ _____.
619.1301	TEMPORARY TRAFFIC SIGNALS	1	ELOC	_____ Dollars _____ Cents	\$ _____.	\$ _____.
619.1704	TEMPORARY CONCRETE BARRIER, (PINNED) WITH WARNING LIGHTS	800	LF	_____ Dollars _____ Cents	\$ _____.	\$ _____.
620.03	STONE FILLING (LIGHT)	29	CY	_____ Dollars _____ Cents	\$ _____.	\$ _____.
620.04	STONE FILLING (MEDIUM)	98	CY	_____ Dollars _____ Cents	\$ _____.	\$ _____.
625.01	SURVEY OPERATIONS	1	LS	_____ Dollars _____ Cents	\$ _____.	\$ _____.

Brought Forward \$_____.

ITEMIZED BID FORM						
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		TOTAL
						(NUMERALS)
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	5	MNTH	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
637.34	OFFICE TECHNOLOGY AND SUPPLIES	5000	DC	<u>FIXED PRICE SPECIFICATION</u>	\$_____ 1.00	\$_____ 5,000.00
645.5102	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS	9	SF	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
645.81	TYPE A SIGN POSTS	1	EACH	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
655.1003	WELDED FRAME AND RECTANGULAR GRATE 3	1	EACH	_____ Dollars	\$_____.	\$_____.
				_____ Cents		
663.1501	DRY HYDRANT	1	EACH	_____ Dollars	\$_____.	\$_____.
				_____ Cents		

Brought Forward \$ _____.

ITEMIZED BID FORM						
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		TOTAL
					UNIT PRICE (NUMERALS)	(NUMERALS)
685.01	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 15 MILS	1300	LF	<div><div></div><div></div></div> Dollars	\$ _____.	\$ _____.
				<div><div></div><div></div></div> Cents		
685.02	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES-15 MILS	1300	LF	<div><div></div><div></div></div> Dollars	\$ _____.	\$ _____.
				<div><div></div><div></div></div> Cents		
697.03	FIELD CHANGE PAYMENT	39000	DC	<u>FIXED PRICE SPECIFICATION</u>	<u>\$ 1.00</u>	<u>\$ 39,000.00</u>
698.04	ASPHALT PRICE ADJUSTMENT	100	DC	<u>FIXED PRICE SPECIFICATION</u>	<u>\$ 1.00</u>	<u>\$ 100.00</u>
698.05	FUEL PRICE ADJUSTMENT	100	DC	<u>FIXED PRICE SPECIFICATION</u>	<u>\$ 1.00</u>	<u>\$ 100.00</u>
698.06	STEEL/IRON PRICE ADJUSTMENT	100	DC	<u>FIXED PRICE SPECIFICATION</u>	<u>\$ 1.00</u>	<u>\$ 100.00</u>

Brought Forward \$_____.

ITEMIZED BID FORM					
ITEM DESCRIPTION		QTY	UNIT	UNIT PRICE IN WORDS	TOTAL (NUMERALS)
Subtotal Sum Bid				<div>_____ Dollars</div> <div>_____ Cents</div>	<div>\$_____.</div> <div>\$_____.</div>
699.040001	MOBILIZATION (4% MAXIMUM)	1	LS	<div>_____ Dollars</div> <div>_____ Cents</div>	<div>\$_____.</div> <div>\$_____.</div>
Total Sum Bid				<div>_____ Dollars</div> <div>_____ Cents</div>	<div>\$_____.</div> <div>\$_____.</div>

Accompanying this Bid, is a Bid security in the form of a bid bond for the sum of _____ (\$ _____) Dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated _____, 2013

Signature of Bidder

Print Name of Signer of Bid: _____

Address:

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

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BID (SECURITY) BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

(Words)

(Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

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

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the subject project (if none, state "NONE"):

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Receipt is hereby acknowledged for all addenda listed above.

COMPANY NAME
AUTHORIZED SIGNATURE
PRINTED NAME
TITLE
DATE

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB Control Number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
a. contract		a. bid/offer/application		a. initial filing	
b. grant c. cooperative agreement d. loan		b. initial award c. post-award		b. material change For Material Change Only: year quarter	
e. loan guarantee				date of last report	
f. loan insurance					
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier , if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:		
Congressional District, if known:			Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description:		
			CFDA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, if known:		
			\$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature:		
			Print Name:		
			Title:		
			Telephone No.:		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

DISCLOSURE OF LOBBYING ACTIVITIES

Continuation Sheet

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ Of _____

Authorized for Local Reproduction - Standard Form LLL

NON-COLLUSIVE BIDDING CERTIFICATIONS

REQUIRED BY SECTION 139-D, STATE FINANCE LAW and SECTION 103-D OF GENERAL MUNICIPAL LAW

“Section 139-d, SFL and Section 103-d, GML, “Statement of non-collusion in bids to the state.”

1. Every bid hereafter made to the state or any public department, agency, or official thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

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

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

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

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

(b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department, or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the 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 subparagraph one (a).

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included 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."

(A) 2

"By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

REQUIRED BY TITLE 49, CFR, VOLUME 1, SUBTITLE A, PART 29

"The signatory to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104 -04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated May 1, 2008, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.

(Legal Name of Person, Corporation, or Firm Which
is Submitting Bid or Proposal)

Date:

BY: _____
(Signature of Person Representing Above)

AS: _____
(Official Title of Signator in Above Firm)

(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK

COUNTY OF _____SS:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at _____, and that he/she is the _____ of _____, the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK

COUNTY OF _____SS:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the partnership of _____, consisting of himself/ herself and _____, and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm for the uses and purposes mentioned herein.

Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK

COUNTY OF _____SS:

On this _____ day of _____, 20____, before me personally
came _____, to me known and known to me
to be the person described in and who executed the foregoing instrument, and that he/she acknowledged
that he/she executed the same.

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: _____

Street or P. O. Box No. _____

City _____

State _____ ZIP _____

Federal Identification No.: _____

Name of Contact Person: _____

Phone # of Contact Person: _____

If Bidder is a Corporation:

President's Name & Address:

Secretary's Name & Address:

Treasurer's Name & Address:

If Bidder is a Partnership:

Partner's Name & Address:

Partner's Name & Address:

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

**REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES,
MISCONDUCT, OR OTHER PROHIBITED CONTRACT ACTIVITIES**

U. S. DEPARTMENT OF TRANSPORTATION HOTLINE

Persons with knowledge of bid collusion (i.e., contractors, suppliers, workers, etc.) or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc.) are encouraged to report such activities by calling the U. S. D. O. T. HOTLINE. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 A.M. to 5:00 P.M. EST, Monday thru Friday. This HOTLINE is under the direction of the U.S.D.O.T.'s Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

NEW YORK STATE INSPECTOR GENERAL HOTLINE.

Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 8:00 A.M. and 4:30 P.M., Monday through Friday. The address of the Office of the State Inspector General is the State Capitol, Executive Chamber, Albany, New York 12224.

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GOALS

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS ENTERPRISE

UTILIZATION REQUIREMENTS

The Department has established the following Disadvantaged Business Enterprise (DBE) utilization goals for this contract. The goal is expressed as a percentage of the total bid price.

Disadvantaged Business Enterprise Utilization Goal 8 %

Information related to the current certification status of Disadvantaged Business Enterprises, can be obtained by contacting the:

NYS Department of Transportation
Office of Civil Rights
50 Wolf Road
POD 6-2
Albany, NY 12232
(518) 457-1128 or 457-1129

Disadvantaged Business Enterprise Officer

The Bidder shall designate and enter below the name of a Disadvantaged Business Enterprise Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Disadvantaged Business Enterprise Program and who must be assigned adequate authority and responsibility to do so.

Bidder Designated DBE Officer _____
(Name, Title)

Telephone Number _____

RETURN THIS PAGE WITH BID

1 OF 1

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CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000.00 and that such subrecipients shall certify and disclose accordingly.

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NEW YORK STATE UNIFORM CONTRACTING QUESTIONNAIRE

In accordance with Section 103-01 of the Standard Specifications, the New York State Department of Transportation requires that all low bidders and proposed subcontractors present evidence of ownership, experience, ability, and financial standing. All low bidders and proposed subcontractors must have a fully completed a New York State Uniform Contracting Questionnaire on file with the Department to be considered for the award of a contract or the approval of a subcontract. If a current questionnaire is not on file at the time a low bid is submitted, the Department may exercise its option under Section 38 of the Highway Law and hold the low bidder's bid deposit until such time as a completed questionnaire is received. New York State Uniform Contracting Questionnaires can be obtained from the Office of Contract Management Pre-Award Unit by calling (518) 457-1564 or from the following website:

<http://www.dot.ny.gov/bids-and-lettings/construction-contractors-general-info>

Any low bidder who does not have a completed New York State Contracting Questionnaire on file within ten days of receipt of the contract for execution may be subject to forfeiture of the amount of bid deposit pursuant to Section 103-02 of the Standard Specifications.

ADDENDUM A

This is a federally-aided contract subject to the approval of the New York State Department of Transportation (NYSDOT).

The low bidder will be required to complete a New York State Uniform Contracting Questionnaire, which must be approved by NYSDOT prior to an award being made.

Whenever local requirements differ from Federal requirements, the Federal requirements will prevail.

ADDENDUM B

Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, DOT, DCES or Director(s) of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the OWNER. This change shall be made in all of the documents relating to this contract.

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Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). 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 entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract.

During the term of the Contract, should NYSDOT receive information that a person is in violation of the above referenced certification, NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Authorized Signature

Title

Date

Firm Name

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**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year
2013 by and between The County of Essex (hereinafter called OWNER) and
_____(hereinafter called CONTRACTOR).

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

Article 1 WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

County Road 68 (Mountainview Drive) Bridge over Cold Brook
Bridge Replacement – PIN 1759.25, BIN T.B.D.
Town of Willsboro, Essex County, New York

Article 2 ENGINEER

The Project has been designed by Creighton Manning Engineering, LLP, 2 Winners Circle, Albany, New York 12205. The ENGINEER will act as OWNER's representative, and will assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 CONTRACT TIMES

3.1 The Work will be substantially completed with the bridge open to traffic by **December 31, 2013**, and completed and ready for final payment by **May 31, 2014**.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the NYSDOT Standard Specifications. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring of such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER One Thousand Dollars Five Hundred dollars (\$1,500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Five Hundred dollars (\$1,500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. This is not assessed as a penalty, but as liquidated damages for prolonged inconvenience accruing to the highway user and the locality.

Article 4 CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract documents in current funds, the sum of _____ Dollars (\$ _____), being the gross sum bid, obtained from the summation of the products of the approximate quantities multiplied by the unit prices bid.

4.2 Contractor agrees to accept the unit prices bid as compensation for any additions or deductions caused by variation in quantities due to more accurate measurement or due to actual field conditions, and for use in the computation of the value of the Work performed for monthly estimates.

4.3 The Final Contract Price shall be the amount obtained from the summation of the products of the quantities of Work as done multiplied by the unit prices bid.

4.4 Contractor's Bid is attached to and is a part of this Agreement.

4.5 Contractor further agrees that at any time during the progress of Work, extra and/or force account Work is required, he shall so perform such Work and accept compensation in accordance with the NYSDOT Standard Specifications.

Article 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Application for Payment in accordance with the NYSDOT Standard Specifications and will be processed by ENGINEER.

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

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with the NYSDOT Standard Specifications, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in the NYSDOT Standard Specifications.

~~Article 6 INTEREST.~~

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

Article 7 CONTRACTOR'S REPRESENTATIONS.

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

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data".

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

- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- ~~7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions, and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.~~
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8 CONTRACT DOCUMENTS

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

- 8.1 This Agreement (pages 1 to 5, inclusive).
- 8.2 Performance, Payment, and other Bonds (Labeled , ,)
- 8.3 NYS Standard Specifications of May 1, 2008 as amended. (incorporation by reference)
- 8.4 NYS Standard Sheets of January 8, 2009 as amended. (incorporation by reference)

- 8.5 Standard Clauses for New York State Contracts
- 8.6 Specifications and guidelines bearing the general title Project Manual for Replacement of County Road 68 (Mountainview Drive) Bridge Over Cold Brook and all amendments (incorporation by reference)
- 8.7 Drawings consisting of a cover sheet and sheets numbered 1 through 33, inclusive with each sheet bearing the following general title (incorporation by reference):
- Replacement of County Road 68 (Mountainview Drive) Bridge over Cold Brook – PIN 1759.25,
BIN T.B.D, Town of Willsboro, Essex County, New York
- 8.8 Addenda numbers ___ to ___, inclusive. (attached to this agreement)
- 8.9 CONTRACTOR's Bid (pages ___ to ___, inclusive) marked exhibit A.
- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award (pages C-___ to C-___, inclusive).
- 8.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents.

The documents listed in paragraph 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are not Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the NYSDOT Standard Specifications.

Article 9 MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in the NYS Standard Specifications will have the meanings indicated in the NYS Standard Specifications.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

OWNER _____ _____	CONTRACTOR _____ _____
By: _____ _____	By: _____ _____

(CORPORATE SEAL)	(CORPORATE SEAL)
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Attest _____	Attest _____
Address for giving notices _____ _____	Address for giving notices _____ _____

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

License No. _____

Agent for services of process: _____

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

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CERTIFICATE OF ATTORNEY – OWNER

I, the undersigned

the duly authorized and acting legal representative of the

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

Signed: _____

Title: _____

Date: _____

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AFFIDAVIT - WORKER'S COMPENSATION

State of _____

SS: _____

County of _____

of _____

being duly sworn, deposes and says that he now carries that he has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: _____

Subscribed and sworn to before me

this _____ day of _____, 20____.

Notary Public

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CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

Company:	CONTRACTOR AS PRINCIPAL (Corp. Seal)	Company:	SURETY (Corp. Seal)
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Signature: _____	Signature: _____
------------------	------------------

Name and Title:	Name and Title:
-----------------	-----------------

Company:	CONTRACTOR AS PRINCIPAL (Corp. Seal)	Company:	SURETY (Corp. Seal)
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Signature: _____	Signature: _____
------------------	------------------

Name and Title:	Name and Title:
-----------------	-----------------

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner and the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with Consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for Contract or performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, include changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal, or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by the law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amount received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduce by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone) AGENT or BROKER:

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond Form:

Company: **CONTRACTOR AS PRINCIPAL**
(Corp. Seal)

Company: **SURETY**
(Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Company: **CONTRACTOR AS PRINCIPAL**
(Corp. Seal)

Company: **SURETY**
(Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

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

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

- 2.1 Promptly makes payment, directly or indirectly, for all sums Due Claimants, and
- 2.2 Defends, indemnifies and hold harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and provided there is not Owner Default.

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

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

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

5. If a notice required by Paragraph 4 is given to the Contractor to the Surety, that is sufficient compliance.

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

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

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

8. Amount owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction

Contract area dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

15. Definitions.

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

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

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

(FOR INFORMATION ONLY - Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE Architect, Engineer or other party):

CERTIFICATE OF INSURANCE

(Attach Insurance Certificates Here)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are

required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. 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, neither 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. Furthermore, 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, 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 (50 USC App. Sections 2401 et seq.) 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 State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State 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 State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. 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"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and 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 State 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 State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict

with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has

retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

IV. SPECIAL NOTES LISTING

SPECIAL NOTES LIST

- CONR 9K Supplemental Information For Bidders
- Coordination With Utilities
- Dust Control
- Emergency Contact Numbers
- Guide Rail Downtime Restrictions
- Insurance
- Modification to Insurance
- New York State Prevailing Wage Rates
- Office Technology Supplies – Item 637.34
- Price Adjustments
- Special Specification Item Numbers
- Superpave Hot Mix Asphalt Performance Specification
- Ultra Low Sulfur Diesel Fuel
- Warm Mix Asphalt Technologies
- Work in Waters of the US - ACOE and DEC Requirements
- Bridge (BIN) Plate

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SPECIAL NOTE

CONR 9 (3/11) SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

The following information is available at the Office having jurisdiction for this project, as identified in the advertisement for bids, for inspection and review prior to the letting date.

The bidder's signature on this proposal certifies that they have made themselves aware of the availability, for their inspection and review prior to the letting date, of the information indicated below

INFORMATION	Hard Copy Only	CD/DVD	Not Available
1. Asbestos Information			
a. Asbestos Blanket Variances	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Asbestos Report	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. CADD Information			
a. MicroStation DGN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. InRoads DTM and XML format	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. InRoads ALG and XML format	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Cross Sections in ADOBE PDF format	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Quantity Information			
a. Quantity Work-ups – All	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Quantity Work-ups – Partial (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Record Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Rock Cores (available for inspection only)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Sign Face Layouts in ADOBE PDF format	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Stormwater Pollution Prevention Plan (SWPPP)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Subsurface Information			
a. Subsurface Exploration Logs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Undisturbed Sample Logs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Laboratory Test Data from Soil Samples	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Tabulated Results of Probing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Tabulated Depth to Bedrock	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Rock Core Evaluation Logs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Compression Test Data from Rock Samples	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Rock Outcrop Maps	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Granular Materials Resource Survey Reports	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. Terrain Reconnaissance Reports	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Subsurface Information - Other Information			
a. Subsurface information from outside sources	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Source Information - Granular Material and aggregates	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Special Subsurface Reports	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Anticipated Construction Schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Special Reports or Other Information:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Design Approval Document	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Wetland Compensation Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Survey Control Report	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

SPECIAL NOTE

COORDINATION WITH THE UTILITY SCHEDULE

PIN: 1759.25

Project Name: Replacement of CR68 (Mountainview Drive) over Cold Brook

Location: Town of Willsboro, Essex County, NY

In addition to requirements and/or explanations contained in Sections 102-02, 102-03, 103-05, 105-06 and 107-05 of the Standard Specifications dated September 6, 2012, Section 100-Phase 5A, the Contractor is advised of the following:

All known public, private or municipal utility lines within or adjacent to the site of the work, are shown in the existing approximate locations on the project plans. The Contractor is cautioned that these locations are not guaranteed; nor is there a guarantee that all such lines in existence have been shown on the plans.

The Contractor shall conduct his operations as to prevent damage to such facilities. He shall make such explorations as may be necessary to determine the dimensions and locations of lines that may be subject to damage. Notification to the various owners of facilities shall be given in accordance with New York State Industrial Code 753.

The Contractor shall conduct his operations in accordance with all OSHA rules and regulations and in accordance with New York State Labor Law, Section 202-h, "The High Voltage Proximity Act".

The Contractor shall satisfy himself as to the exact location of utility lines and shall protect and support in a suitable manner all utilities encountered in his work. The Contractor shall make good any damage to those utilities caused by his operations. If the nature of the damage is such as to endanger the satisfactory operations of the utilities, and the necessary repairs are not immediately made by the Contractor, the work may be done by the respective owning companies and the cost thereof charged against the Contractor.

The Contractor specifically agrees that he has included in his unit prices and lump sum prices, bid for the various items of the contract, any additional cost of doing the work under this contract because of the fact that he might not have a clear site for the work and because of interference of the roadway use by the utilities and the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed.

The Contractor must coordinate his schedule of operations with the various Utility owners and/or municipalities involved with the project and shall verify utility information found in the contract documents. Utility revisions required by the various Utility owners in connection with this project include:

New York State Electric and Gas (NYSEG)

NYSEG's utility poles and lines around the project site should not interfere with construction. If needed, the contact at NYSEG is Mike Blanchard, 518-566-9846 x387.

Verizon

Verizon will relocate their underground and overhead telephone lines to utilize a new pole placed by NYSEG and will remove the existing two (2) poles from the site. Verizon shall be required to complete their work within fourteen (14) days after receipt of the notification to proceed. The contact at Verizon is Jeff Williams, 518-471-6414.

SPECIAL NOTE

DUST CONTROL

The Contractor shall minimize dust from disturbed soil surfaces or other materials that can cause off-site damage, health hazards and traffic safety problems. Dusty conditions resulting from the

Contractor's operations shall be corrected at no additional cost to the State. Buffer areas of vegetation should be left where practical. Water quality shall be considered when selecting materials for dust control. An approved dust palliative may be used in conformance with applicable conditions placed on its use. A list of acceptable dust palliatives is available at: <https://www.dot.ny.gov/divisions/engineering/technical-services/geotechnical-engineering-bureau/dust-palliatives>.

For areas not subject to traffic, products and materials may be applied or placed on soil surfaces to prevent airborne migration of soil particles, including:

- Vegetative Cover –provides the most practical method of dust control.
- Mulch (including rolled erosion control products) –provides a fast, effective method of dust control.
- Spray Adhesives –Generally composed of polymers in a liquid or solid form mixed with water to form an emulsion that is sprayed on the soil surface. The mixing ratios and application rates will be in accordance with the manufacturer's recommendations for the specific soils on the site. Adhesives shall not be applied to wet soils or if there is a probability of precipitation within 48 hours.

For areas subject to traffic (traveling public or construction traffic) products and materials may be applied or placed on soil surfaces to prevent airborne migration of soil particles, including:

- Water Sprinkling –The site may be sprayed with water until the surface is wet. This is especially effective on haul roads and access routes.
- Polymer Additives –Polymers shall be mixed with water and applied to the driving surface using mixing ratios and application rates in accordance with the manufacturer's recommendations. No application of the polymer will be made if there is a probability of precipitation within 48 hours of its proposed use. Any polymers must be used in accordance with the NYSDEC issued "Conditions for Use" and "Application Instructions." This information can be obtained from the NYSDEC website.
- Barriers –Woven geotextiles or stone can be placed on the driving surface to effectively reduce dust throw and particle migration on haul roads.
- Windbreak –A silt fence or similar barrier can control air currents at horizontal intervals equal to ten times the barrier height. Preserve existing vegetation that acts as a wind barrier as much as practical.
- Wheel Washing –Mechanical or manual wet-method cleaning of on-road construction vehicle tires prior to leaving site.

SPECIAL NOTE

EMERGENCY CONTACT NUMBERS

The Contractor shall employ, for the duration of the contract, a telephone answering service to meet the requirements stated in Standard Specification Section 107-05.

The answering service shall be equipped to receive calls on a 24-hour basis and promptly contact contractor personnel with the authority and capability to mobilize forces to respond to an emergency.

The following action shall be taken after an emergency call is received.

During Normal Work Hours:

1. The Contractor's responsible person shall respond to the person or agency which initiated the call within 20 minutes from the time his answering service received it.
2. Immediately following the return call to the initiator, he should contact the Engineer advising of the situation and what action he plans to take. If the Engineer is not reachable at the Project Field Office, he should leave a message on the Engineer's answering machine and contact the following personnel in the order listed:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

3. The Contractor shall respond to the emergency and make follow-up confirmatory calls as directed by the County's Representative or the Essex County Department of Public Works.

During Non-Working Hours:

1. The Contractor's responsible person shall respond to the person or agency which initiated the call within 20 minutes from the time his answering service received it. If the call initiated from a person or agency other than the Essex County Department of Public Works, immediately notify the Essex County Department of Public Works of the situation and the action he plans to take by contacting the following personnel in the order listed:

- 1) _____
- 2) _____
- 3) _____
- 4) _____

2. If work is required at the project site, the Contractor's responsible person shall be at the site within one hour from the time of the initiator's original call.
3. Follow-up calls within two hours of the original call shall be made to the original caller and to the Essex County Department of Public Works advising of the status of the emergency and the action taken. At the same time, a message shall be left on the Engineer's field office answering machine with the same information.

SPECIAL NOTE

GUIDE RAIL DOWNTIME RESTRICTIONS

This contract contains restrictions on the amount of time that any run of guide rail may be out of service or that installation of new runs may be deferred. The Contractor is advised to be aware of these restrictions when preparing bids and scheduling work for this contract. Failure, as determined by the Engineer, to comply with the time frames specified will result in assessment of nonpayment for Item 619.01 Basic Work Zone Traffic Control for each calendar day during which the cited guide rail installation is not complete. In addition, liquidated damages will also be assessed at rates shown in Table 108-1 of Section 108.03.

Guide rail shall not be removed from any location where traffic is being maintained until the Contractor or Sub-Contractor is prepared to fully install the new section of rail and its terminals. The Contractor shall schedule operations to replace all rail on the same day as removed unless subsequent construction operations make it impractical to do so. Installation of the new rail shall begin as soon as practical after removal of the existing rail. Installation work on any individual location shall continue until all the railing at that location has been installed. When guide rail can not be replaced on the same day as removed, (1) the work area shall be delineated using the Overnight Shoulder Closure Details shown in the plans and (2) the guide rail shall be replaced within the guide rail replacement time duration for this contract, which is noted below:

- Same day unless temporary protection provisions made

The guide rail replacement duration for a given existing run shall be measured from the first day that dismantling of the run begins to the day of complete installation of the rail and its end assemblies.

SPECIAL NOTE

INSURANCE

This special note serves as a supplement to insurance requirements listed in the Invitation to Bidders section in this Manual and Section 107-06 of the New York State Department of Transportation Standard Specifications dated May 1, 2008.

The following parties shall be named as additional insured for all those activities performed within its contracted activities for the contract as executed:

Essex County

Town of Willsboro

The State of New York and the Commissioner of Transportation and all employees of the Commissioner of Transportation

The People of the State of New York

Creighton Manning Engineering, LLP

Verizon

New York State Electric and Gas (NYSEG)

Coverage must also be provided for any consultant inspecting engineer or inspector (and their agents) working for or on the project.

The above listing supplements Section 107-06 INSURANCE of the New York State Department of Transportation Standard Specifications dated May 1, 2008.

SPECIAL NOTE

SPECIAL NOTE MODIFICATION TO INSURANCE REQUIREMENTS

The Contractor will not be required to provide Builder's Risk insurance coverage as required by the revised section I.B.30 - *Insurance* in the contract proposal.

Where required for professional services requiring the signature, stamp or certification of a licensed professional, the Contractor shall provide insurance coverage for Professional Liability/Errors and Omissions in accordance with NYSDOT Standard Specifications §107-06B.8. *Professional Liability/Errors and Omissions*. The insurance coverage for this contract shall be not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.
EI

SPECIAL NOTE

STATE PREVAILING WAGE RATES

The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at www.labor.state.ny.us. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC#). The PRC# is provided on NYSDOL Form PW-200 included in this contract Proposal.

A copy of the project specific prevailing wage rate schedule will be provided to the successful bidder upon award of the contract. Upon written request, the schedule will be provided by the Department of Transportation to prospective bidders without internet access.

SPECIAL NOTE

OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL REQUIREMENTS FOR ITEM 637.34

The following office technology supplies shall be provided as part of the initial setup of the Engineer's Office (additional supplies will be required to be provided over the duration of the construction contract):

Note: If a specification is followed by "(minimum)" then the stated requirement or better is acceptable. Otherwise, only the stated requirement is acceptable. For accessories preceded by "(*)", the Contractor shall replenish these items as required by the Engineer and be of a type, size, quality, and capacity acceptable to the Engineer. These items shall remain the property of the Town.]

Mobile Telephone (Cellular Phone) – Quantity: 1 EA

Technical Specifications:

The mobile telephone equipment shall meet the following requirements:

Telephone

- Handheld, transportable telephone
- Digital communications technology (if service is available, otherwise analog or other Engineer approved technology is acceptable)
- Two-way radio ('push-to-talk', 'walkie-talkie', etc.) capability (if service is available), otherwise >mobile-to-mobile= calling feature is acceptable.
- Electronic locking capability
- **Optional Feature: built-in camera (Verify with the Engineer if this feature is to be provided and on how many of the telephones)**

Accessories

- Spare battery
- AC power charging unit
- Hands-free operation accessories
- Belt clip/holster for mobile telephone
- DC power cord for in-vehicle use
- Any necessary hardware/software/cables to connect the telephone to a computer for uploading/downloading data and pictures (Note: This accessory is generally only necessary for telephones with the built-in camera feature)

Service

- 500 minutes per month telephone air time calling plan (minimum)
- 500 minutes per month two-way radio (or >mobile to mobile=) air time calling

SPECIAL NOTE

OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL REQUIREMENTS FOR ITEM 637.34

plan (minimum).

- Continuous coverage across entire contract location (or best coverage available)
- Local service -So that most on-site and regional calls are not considered long-distance calls

Desktop Computer - Quantity: 1 EA

Computer

The supplied computer(s) shall meet the following minimum requirements:

- Operating System - Windows XP Professional
- Processor - Pentium IV (or equivalent), 2.0 GHz (minimum)
- Memory – 1 GB RAM (minimum)
- Graphics - 128 MB Video RAM (minimum)
- Hard Drive - Internal 80 GB (minimum)
- CD-Rom - Internal, Rewriteable CD device (CD-RW), 40x10x40 (minimum)
- Monitor - 17", color, flat panel (minimum)
- Network Card - 10/100 cable Ethernet required or 801.11b/g compatible (optional) Mbps wireless
- Additional Hardware - Mouse, keyboard, sound card w/ speakers, 4 USB ports, 1 serial port, and 1 printer port (minimum)

Software

[*Note:* For software versions followed by an "*", supply the most current version.]

Type of Software

NYSDOT Requirement/Standard

- Office SuiteOffice 2007 (Microsoft)
- Portable Document (.pdf) ReaderAcrobat Reader 9* (Adobe)
- Virus Protection/Computer Utilities ..Norton Anti Virus 2009 (Symantec)
- Virus Definition UpdatesFor the virus protection software, it is required to maintain the virus definitions for the duration of contract, this typically requires a service subscription for the updates after the first year.
- File Compression WinZip 8.1* (WinZip Computing)
[*Note:* must provide a licensed copy]
- CD Creator Easy CD & DVD Creator 9* (Roxio)

SPECIAL NOTE

OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL REQUIREMENTS FOR ITEM 637.34

The computer must be capable of operating the following standard NYSDOT software:

<u>Type of Software</u>	<u>NYSDOT Standard</u>
• Construction Management	CEES 4.0x (NYSDOT)
• E-mail	Groupwise 6.5 (Novell)
• CADD – drafting	MicroStation v8.5 (Bentley)
• CADD – design	InRoads v8.4 (Bentley)
• CADD – file management	ProjectWise v8.1 (Bentley)
• Project Scheduling	SureTrak 3.0 (Primavera)
• Network Management	LANDesk Client (LANDesk Software)

Computer Peripherals

Provide one set of the following accessories per computer (desktop or portable) in the office:

- Surge protector - 6 power outlets, 1 telephone outlet, and 1 coaxial outlet (minimum)
- Dust covers for computer, monitor, & keyboard.
- Mouse pad
- Security cable lock(s), to secure the computer and monitor, 6 foot cable (minimum)

Multifunction Machine - Quantity: 1 EA

This item shall include all the components, peripherals, software, and accessories specified as follows:

MULTIFUNCTION MACHINE

- Functions – Print, Scan, Copy, and FAX (minimum)
- Laser Printer
- Paper Size - Capable of handling 8 ½" x 11" and 11" x 17" paper
- Print Resolution – 600 x 600 dpi (minimum)
- Scanner Optical Resolution – 600 x 600 dpi (minimum)
- Capable of color, greyscale, and black & white scanning (minimum)
- Memory - 16 MB (minimum)
- Print Speed - 15 ppm (minimum)
- Copy Speed – 10 cpm (minimum)
- w/ postscript level 2 emulation (minimum)
- Modem - 14.4K bps FAX modem (minimum)

SPECIAL NOTE

OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL REQUIREMENTS FOR ITEM 637.34

- Must be stand-alone and network ready (Note: the Engineer can waive the 'network ready' requirement if the multifunction machine will not be connected to a network.)

ACCESSORIES

- Stand/table for the multifunction machine
- Cable to connect the printer to a computer or network

Digital Camera - Quantity: 1 EA

This item shall include all the components, peripherals, software, and accessories specified as follows:

DIGITAL CAMERA

- Optical Zoom - 3X Optical Zoom Lens (minimum) [Note: digital zoom is not the same as optical zoom]
- Image Size – 2 Megapixel (1600 x 1200 pixel resolution capability) (minimum)
- Flash - Built-In, Intelligent (Auto/On/Off) (minimum)
- Time Stamp: Date & Time (minimum)
- Recording Media Slot – Must function with a commercially available removable memory card (CompactFlash, SmartMedia, Secure Digital, etc.) or other Engineer approved alternative.
- Viewfinder - Minimum 45 mm (1.8") diagonal

ACCESSORIES

- (*) Recording Media– Two 64 MB memory cards (CompactFlash, SmartMedia, Secure Digital, etc.) or other Engineer approved equivalent alternative (minimum)
- (*) Batteries - Two sets of rechargeable batteries, minimum 50 minute usable charge per battery set (minimum) [Recommendation: Lithium or NiMH batteries]
- Battery Charger Unit
- All cables, hardware, and software necessary to transfer the image files to a computer.
- Carry Case
- Lens Cap (if applicable)
- (*) 200 sheets of 216mm x 279mm (8 ½" x 11"), photo quality, printer paper.

Communication Services

In addition to the telephone service provided for the field office, an additional dedicated communication service, with the service paid for under the Engineer's Office pay item shall be provided for the office technology equipment (computers, etc.). When there will be multiple

SPECIAL NOTE

OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL REQUIREMENTS FOR ITEM 637.34

computers in an office connected by a local area network (LAN), only a total of 2 communications service line for all the office technology equipment is required unless otherwise specified. Types of service (phone line, cable internet service, etc.) to be provided shall be identified by the Engineer with input from the appropriate construction automation support personnel.

Data Storage Media

X (*) 20 writeable CDs (CD-R) (minimum)

X (*) 50 rewriteable CDs (CD-RW) (minimum)

X (*) 1 USB Flash drive

X (*) Data media storage containers as follows:

< 1 container for 20 CDs, with locking capability (minimum)

Mail Supplies

- (*) 10 CD-Rom protective mailers (for shipping/mailing) (minimum)
- (*) 100 laser mailing labels (minimum)

Printer Supplies

- (*) 500 sheets of 8 ½" x 11", 20# bond weight, letter quality paper (minimum)
- (*) 500 sheets of 11" x 17", 20# bond weight, letter quality paper (minimum)
- (*) 1 replacement printer toner cartridge for each printer (minimum)

SPECIAL NOTE

PRICE ADJUSTMENTS

1. ASPHALT PRICE ADJUSTMENT

The PGB Index Price which shall apply to this contract shall be \$ 585 per ton (t).

The table listed on the NYSDOT Web Site: - <https://www.dot.ny.gov/portal/page/portal/main/business-center/contractors/construction-division/fuel-asphalt-steel-price-adjustments> - lists conversion factors used in computing Asphalt Price Adjustment. Bituminous materials not listed are also eligible for asphalt price adjustment using the conversion factor of a similar listed material with the same [pay units. If an appropriate conversion factor is not apparent, the Material Bureau shall be contacted to provide this information. The conversion factors for asphalt concrete mixed with slag shall be increased by 25%. The conversion factor for truing and leveling is based on the average for top and binder mixes. The price adjustment for shim course asphalt used as truing and leveling will be computed separately using the conversion factor for bituminous concrete Type 5 (shim).

2. FUEL PRICE ADJUSTMENT

The Fuel Index Price which shall apply to this contract shall be \$ 3.13 per gallon.

The table at the NYSDOT Web Site: - <https://www.dot.ny.gov/portal/page/portal/main/business-center/contractors/construction-division/fuel-asphalt-steel-price-adjustments> - lists eligible items used in computing the Fuel Price Adjustment.

3. STEEL/IRON PRICE ADJUSTMENT

The following items/materials permanently incorporated into the work are eligible for steel and iron price adjustment:

- Structural Steel
- Reinforcing Steel (in superstructures or substructures)
- Shear Studs
- Open Steel Bridge Floor
- Tension Strands
- Dowel Bars
- Load Transfer Devices
- Steel in Precast or Prestressed Concrete Items, Including:
 - Drainage Structures and Manholes
 - Box Culverts
 - Prefabricated Bridge and Wall Elements
 - Concrete Barrier
- Bridge, Culvert and Guide Railing
- Sheet Piling and Cofferdams
- Piling
- Utility Frames, Grates & Covers
- Overhead Sign Structures

SPECIAL NOTE

PRICE ADJUSTMENTS

Ductile Iron Water Main and Ductile Iron Appurtenances
Steel Water Main
Poles (Signal, Power, etc)

Steel and iron price adjustments will be calculated in accordance with Section 698 *Price Adjustments*. Eligible materials include major components of items for which the weight of the steel and/or iron can be simply determined from manufacturer's/supplier's data or shipping weights, and exclude minor appurtenances individually weighing less than 2 kg (i.e. nuts, bolts, washers, etc.). Eligible precast or prestressed concrete items shall have total reinforcing steel weight listed on the approved shop drawings. The Engineer will determine the mass of eligible materials from the following sources, in declining order of precedence; approved shop drawings, contract documents, industry standards (i.e. Steel Manual, AWWA Standards, etc.) and manufacturer's data.

The tables at the NYSDOT Web Site: -

<https://www.dot.ny.gov/portal/page/portal/main/business-center/contractors/construction-division/fuel-asphalt-steel-price-adjustments>- lists Producer Price Indexes from the USDOL Bureau of Labor Statistics (BLS) along with a listing of initial cost basis (CB) values for steel/iron products.

Steel Price Adjustment Cost Basis = \$ 723

SPECIAL NOTE

SPECIAL SPECIFICATION ITEM NUMBERS

The Contractor’s attention is directed to the special specification pay item formats used in this contract. Special specification pay items may be presented in two different formats:

- Format 1. Pay items appearing in the special specification will have five digits to the left of the decimal point and up to six digits to the right of the decimal point. The two left-most digits represent the origin of the specification. Reference Standard Specification §101-02 Specifications.
- Format 2. Pay items appearing in the special specification will have three digits to the left of the decimal point and up to eight digits to the right of the decimal. The seventh and eight digits to the right of the decimal will represent the origin of the specification.

Where items in this contract appear in multiple formats, one format shall be equated to the other format as illustrated below:

<u>Format 1</u>	<u>Format 2 *</u>	<u>Format 3</u>
XXXXX.XX	XXX.XXbbbbXX	XXX.XX0000XX
XXXXX.XXXX	XXX.XXXXbbXX	XXX.XXXX00XX
XXXXX.XXXXXX	XXX.XXXXXXXX	XXX.XXXXXXXX

* ”b” represents a blank space which will appear when all six digits of the pay item are not used.

SPECIAL NOTE

SUPERPAVE HOT MIX ASPHALT PERFORMANCE SPECIFICATION

The Contractor should be aware that this is a performance-related specification in which the Contractor is responsible for compacting the pavement within a specified density range. In order to successfully compact the pavement to the specified density range, the Contractor must be prepared to select, operate, and control the paving and compaction equipment, to monitor the results, and to make necessary adjustments (without direction from the Engineer) to achieve the specified density and a uniformly compacted, smooth and defect free pavement. Written instructions for determining pavement density and core locations are available from the Regional Materials Engineer or the Director, Material Bureau.

PG BINDER

Use a polymer modified Performance Graded (PG) Binder **PG 64-22** for the production of Superpave Hot Mix Asphalt mixtures for this project. The PG Binder shall meet the requirements of AASHTO M320, Standard Specification for Performance Graded Asphalt Binder and **Elastic Recovery** requirements as shown in the table below:

Test	Requirements
Elastic Recovery using ASTM D6084-04, testing Procedure A, at 25 ^o C	60% minimum

Use of polyphosphoric acid (PPA) to modify the PG binder properties is prohibited. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

Exceptions: The Contractor may elect to use PG 64-22 (unmodified) in HMA mix designs used for Item 608.020101, Asphalt Treated Permeable Base, any isolated HMA patching material and hand work placed outside of mainline paving operations.

MIX DESIGN

The mixture designs must be developed in accordance with the criteria specified in the HMA Items that are appropriate for an “Estimated Traffic” level of <10 Million ESALs.

SPECIAL NOTE

ULTRA LOW SULFUR DIESEL FUEL

In order to reduce diesel emissions, the Contractor shall use Ultra Low Sulfur Diesel (ULSD) fuel to operate all diesel engines used to complete the work that will operate for 10 hours or more on the contract site. ULSD fuel requirements shall apply to:

- All diesel engines/equipment
- Stationary and mobile equipment
- Owned, leased and rented equipment.

The hours the piece of equipment is used to complete the work is defined as the actual time the engine is running. The time may be continuous or discontinuous and includes warm-up periods idling, in traffic periods, etc.

The term “Contractor” is intended to mean both Prime Contractors and Subcontractors. Materials delivery vehicles not owned by the Contractor/Subcontractor are exempt from this requirement, but should minimize idling time at construction sites when ever possible.

The Contractor will be notified when any diesel powered construction equipment is in noncompliance. Non-compliance shall be corrected within a 24-hour period.

SPECIAL NOTE

OPTIONAL USE OF WARM MIX ASPHALT (WMA) TECHNOLOGIES

The contractor has the option of using an Approved WMA Technology in the production of all 402, Hot Mix Asphalt (HMA) items, except SUPERPAVE HMA with Ice Retardant items, Waterproofing Bridge Deck HMA items, and Paver-Placed Surface Treatment items, at no additional cost to the State.

If the contractor chooses to use a WMA technology, the provisions of §401 and §402 shall apply including the following:

Use an approved technology appearing on the Approved List for Technologies for Warm Mix Asphalt. Design a mixture using a WMA Technology in accordance with MM 5.16, Superpave Hot Mix Asphalt Mixture Design and Mixture Verification Procedure. At a minimum, a one point verification of the mixture's volumetric properties is acceptable for the following situations:

- When the WMA mix design is based on an existing Production Status HMA mix design.
- When the WMA mix design is based on, and utilizes a different WMA technology than, an existing Production Status WMA mix design.

Comply with the latest manufacturer's "Production, Testing, and Compaction Details" from the Approved List for incorporating the WMA technology. Test specimens may be made from plant produced or laboratory prepared WMA. Test specimens must be made from plant produced WMA if adding the WMA technology in the lab does not simulate the production process. The Regional Materials Engineer (RME) may require a State representative be present during the fabrication and testing. Submit the WMA design to the RME for review and verification at least 14 calendar days before production, including:

- Name of WMA technology and the target dosage rate.
- If using an additive other than water,
 - Submit a MSDS for the additive.
 - Submit either enough of the additive for the laboratory mix design verification, or the additive pre-blended in the PG Binder at the correct dosage. If the additive is not pre-blended into the PG Binder, include directions for properly incorporating the additive into the laboratory made mixture.
- Prior to the submission of any mix design, contact the RME to determine if there is an increased concern regarding the mixture's moisture susceptibility based on the WMA technology and/or the type of aggregate being used, or the performance of similar mixes. The RME may require AASHTO T 283 moisture susceptibility test results, meeting a minimum Tensile Strength Ratio (TSR) of 80%, as part of the mix design submission.

SPECIAL NOTE

OPTIONAL USE OF WARM MIX ASPHALT (WMA) TECHNOLOGIES

Submit Production Quality Control Plan revisions incorporating the WMA technology if not previously submitted.

For 80 Series Compaction Method, complete all breakdown roller passes before the mat temperature falls below 230° F, unless approved by the Director, Materials Bureau.

When the asphalt mixture is being placed over a Sheet-Applied Waterproofing Membrane, maintain a minimum delivery temperature in accordance with the Material Detail Sheets prepared by the membrane manufacturer.

SPECIAL NOTE

WORK IN WATERS OF THE UNITED STATES REQUIREMENTS OF THE U.S. ARMY CORPS OF ENGINEERS AND N.Y.S. DEPARTMENT OF ENVIRONMENTAL CONSERVATION PERMITS

This project falls under the jurisdiction of the Clean Water Act of 1977 and the New York State Environmental Conservation Law. The development and design of this project has been coordinated with the N.Y.S. Dept. of Environmental Conservation (DEC) and the U.S. Army Corps of Engineers to assure compliance with the applicable provisions of the above regulations and to safeguard the environment.

The proposed work at this location requires a U.S. Army Corps of Engineers Individual Permit pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344) as well as a NYSDEC Individual 401 Water Quality Certification. All conditions of the permits will be strictly adhered to by the Contractor. The Contractor shall protect all water courses by strict adherence to Section 107-12 and Section 209 of the NYSDOT Specifications.

The ACOE Individual Permit and the DEC Individual Water quality Certificate, including any designated Special Conditions, will be supplied to the contractor as soon as it is received. Work in wetlands or waters of the U.S. cannot commence until the required permits are in-hand.

The contractor is alerted to the fact that ACOE compensatory wetlands are required. These areas have been designed and are included in the contract documents.

Proposed activities in or adjacent to watercourses (or wetlands) on this project which extend beyond the purview of the above authorization may be affected or restricted by the following regulations:

- a) Sections 301, 302, 306, 311, and 401 of the Clean Water Act of 1977 (Public Law 95-12)
- b) Section 404 of the Clean Water Act of 1977 (33 USC 1344)

The Contractor shall familiarize himself with those regulations, as they may relate to his proposed construction activities. He shall obtain any additional permit(s) required for his activities in any watercourse or wetland, which extends beyond the scope of the work shown in the contract documents. Any costs of delays incurred by the Contract Documents shall be born by the Contractor and reflected in the price bid for various contract items.

SPECIAL NOTE

BRIDGE (BIN) PLATE

One Bridge Identification Number (BIN) plate will be required for each bridge in this contract. For each bridge there may, or may not, be an existing BIN plate.

Therefore, one of the following conditions will exist with regard to BIN plates for any particular structure:

Condition No. 1. A BIN plate is attached to the structure but the nature of the work to be done does not require its removal.

Condition No. 2. A BIN plate is attached to the structure and the nature of the work to be done requires its removal.

Condition No. 3. A BIN plate is attached to the structure and is defaced, or otherwise damaged or incorrect.

Condition No. 4. A BIN plate is not attached to the structure.

Under Condition No. 1. the Contractor's sole obligation shall be to protect the plate from damage during the course of the work.

Under Condition No. 2. the Contractor shall be required to remove and store the BIN plate until such time as the BIN plate may be reinstalled without danger of damage. This requirement shall also apply if the BIN plate is being transferred from an existing abandoned bridge to a new in-service bridge. The Contractor shall furnish all necessary expansion anchors.

Under Condition No. 3. the Contractor shall be required to furnish and install a new BIN plate, and remove the damaged BIN plate. The Contractor shall furnish the panel with reflective background, numerals and expansion anchors. If the BIN number cannot be deciphered the Engineer will supply the number.

Under Condition No. 4. the Contractor shall be required to furnish and install a BIN plate on the completed structure. The Engineer will supply the Bridge Identification Number. The Contractor shall furnish the panel with reflective background, numerals and expansion anchors.

Regardless of which condition governs the BIN plate installation, should damage occur to the BIN plate and the Engineer determines it cannot be repaired, the Contractor shall furnish a new plate consisting of the panel with reflective background, numerals, and expansion anchors at no expense to the State. If the Engineer determines the BIN plate may be repaired, repair shall be done at no expense to the State. This requirement applies to all four conditions.

The material requirements for the three parts of the BIN plate are:

Panel with reflective background. The aluminum panel and reflective background shall conform to the material and fabrication requirements of Material Specification 730-01, Aluminum Sign Panels. The background material shall be green reflective sheeting conforming to Materials Specification 730-05.01 (Class A Sheeting). The size of the panels shall be 1/8 inch thick by 3

inch by 12 inch. The panels shall have two 5/16 inch drilled or punched holes for mounting, located 1/2 inch from the ends of the panel and 1 1/2 inch from the top or bottom of the panel. The reflective sheeting used to form the background shall be a minimum of 3 inches wide by 10 inches long, or may be a full 12 inches long.

Numbers. The numbers shall be reflective sheeting conforming to Materials Specification 730-05.01 (Class A Sheeting), except that the adhesive shall be pressure-sensitive such that the numbers can be applied to the background in the field. The numbers shall be 2 inches high and silver-white in color conforming to FHWA series C dimensions.

Prior to placing the cutout numbers on the panel, the reflective background shall be clean and free of dirt and oil which may adversely affect proper adhesion. The numbers shall be placed on the reflective background, perpendicular to the longitudinal axis of the panel, and vertically centered. The reflective background and numbers shall be coated and/or edge sealed in accordance with the recommendations of the sheeting manufacturer.

Expansion Anchors. 1/4 inch diameter by 1 1/2 inch long stainless steel nail drive expansion anchors meeting GSA Specification A-A-1922 shall be used to attach the BIN plates to concrete and masonry surfaces.

The BIN plates shall be attached to the beginning abutment of the bridge using expansion anchors. The plate shall be placed high on the abutment, near the fascia of the bridge.

The cost of this work shall be included in the various items of the contract.

V. SPECIFICATIONS

A. SPECIFICATIONS

The State of New York Department of Transportation Office of Engineering *Standard Specifications, Construction and Materials* of May 1, 2008, including any addenda to date, are hereby incorporated, in their entirety, and made a composite part of these specifications except as herewith modified and supplemented by these specifications and subsequent documents issued by Essex County.

The Specifications, Plans and Contract Documents of the County shall govern over those of other agencies but where the method of work and requirements of materials are not included in the Contract Documents of the County, the State of New York Department of Transportation *Standard Specifications, Construction and Materials* of May 1, 2008 including any addenda to date, shall govern.

The Contractor should note that the Project Plans are dimensioned in US Customary (English) units only, and that all Payment Items will be measured and paid in standard US Customary (English) units.

The Engineer for Essex County or his authorized representative shall make the final interpretations of any irregularities, ambiguities or questions arising out of these specifications and the New York State Department of Transportation *Standard Specifications, Construction and Materials* used on this project. References to the County's representative and County personnel shall hereinafter be made as the "Engineer".

B. DEFINITIONS

Refer to Chapter I. B.2 for Definitions and terms.

Whenever the words directed, required, permitted, ordered, instructed, designated, considered necessary, or where the words of like import are used, it shall be understood that the direction, requirement, permission, order, instruction, designation or prescription of the Engineer is intended; and similarly, the words approved, acceptable, satisfactory, or words of like import shall mean approved by or acceptable or satisfactory to the Engineer, unless another meaning is plainly intended. Whenever, in the description of any part of the Work to be done under this Contract, the expression as shown, as shown on the plans or the words of like import are used, it shall be understood to mean as shown on the Contract Drawings, unless another meaning is plainly intended.

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C. SPECIAL SPECIFICATIONS

The following Special Specifications are contained in this project:

Item	Description	Unit
520.50140008	SAW CUTTING, ASPHALT PAVEMENT, ASPHALT SURFACE COURSE, CONCRETE PAVEMENT OR ASPHALT OVERLAY ON CONCRETE PAVEMENT	LF
595.50000018	SHEET-APPLIED WATERPROOFING MEMBRANE	SF
607.41010010	TEMPORARY PLASTIC BARRIER FENCE	LF

**ITEM 520.50140008 - SAW CUTTING ASPHALT PAVEMENT, CONCRETE PAVEMENT
AND ASPHALT OVERLAY ON CONCRETE PAVEMENT**

DESCRIPTION:

Under this item, the contractor shall saw cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated on the plans or where directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be saw cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections. A power saw approved by the Engineer shall be used for cutting asphalt surface course and asphalt overlay. A power saw shall be used for cutting concrete pavement. After the existing asphalt pavement, concrete pavement, asphalt surface course or overlay has been saw cut through, the contractor may use pry bars, pneumatic tools or other methods approved by the Engineer, to pry loose the existing pavement from that pavement which is to remain. A pavement breaker, under the supervision of the Engineer, may be used to break up the pavement to be removed after the pavement has been completely saw cut through and completely free from the pavement to remain.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired by him to the satisfaction of the Engineer at no additional cost to the State.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of feet of saw cutting done in accordance with the plans, typical sections and the directions of the Engineer.

No saw cutting will be measured for payment under this item which the contractor may choose to do for his own convenience.

BASIS OF PAYMENT:

The unit price bid per feet of saw cutting shall include the cost of all labor, materials, and equipment necessary to complete the work.

Payment for removal and disposal of cut pavement shall be paid for under the appropriate excavation item.

ITEM 595.50000018 – SHEET-APPLIED WATERPROOFING MEMBRANE

DESCRIPTION

Furnish and install a manually or machine-applied sheet waterproofing membrane in accordance with the contract documents. Include all surface preparation.

MATERIALS

Use a sheet-applied waterproofing membrane appearing on the Department's Approved List of Materials and Equipment.

CONSTRUCTION DETAILS

General - On new structural concrete, the provisions of §557-3.11, Curing, shall be met prior to membrane system placement. Work will not be done during wet-weather conditions. No work will be done when the concrete structural slab surface temperature is below 50°F, or ambient temperatures are below 50°F. The concrete structural slab shall be surface dry at the time of application of the membrane. The Engineer will verify that atmospheric conditions are favorable for placement of the system based on the manufacturer's recommendations.

Arrange for the membrane manufacturer to have a competent technical representative at the job site during all phases of preparation and installation.

Supply Material Safety Data Sheets (MSDS) and approved Material Detail Sheets prepared by the membrane manufacturer to the Engineer a minimum of two (2) weeks prior to the scheduled commencement of work. The Material Detail Sheets will contain all material requirements and installation information for each specific waterproofing membrane. The Material Detail Sheets will be accessible at the Department's Approved List website for reference.

(Bridge Decks) – Begin work no less than (7) calendar days after placement of Portland cement concrete, Portland cement mortar, or epoxy mortar for structural concrete repair. The Engineer may waive the seven-day requirement if the areas of repair can sustain loads without damage or deformation. Subject to the concurrence of the Engineer, if an alternate concrete repair material is used, follow the manufacturer's instructions for allowable loading.

(Culverts) - Fill the joints between precast culvert sections flush to the culvert slab and sidewall surfaces with a grout conforming to §701-08 Vertical and Overhead Patching Material. In areas where the joints do not line up evenly, taper the grout with a maximum slope of 2:1, from the high side of the joint to the low side, to provide a smooth transition from one unit to the next.

Place the waterproofing membrane over the joints of precast or cast-in-place units following the guidelines of Chapter 19 of the Highway Design Manual, or as indicated on the contract plans and Material Detail Sheets.

Membrane Protection (Culverts) – To protect the waterproofing membrane from punctures, the following procedures will be used:

1. On vertical surfaces, the waterproofing membrane will be covered with material

ITEM 595.50000018 – SHEET-APPLIED WATERPROOFING MEMBRANE

conforming to §705-07 Premoulded Resilient Joint Filler.

2. On horizontal surfaces,

a. If select granular fill is specified over the culvert, a 6 inch thick protective layer of concrete sand, meeting the requirements of §703-07 Concrete Sand, will be placed on the membrane.

Or

b. If asphalt pavement using aggregate larger than 3/8 inch is specified directly above the membrane, or if clearances don't allow for 6 inches of concrete sand, a 1 inch thick (minimum) course of HMA with a maximum nominal aggregate size of 3/8 inch will be placed on top of the membrane. The hot mix asphalt will be thoroughly compacted with mechanical tampers.

METHOD OF MEASUREMENT

This work will be measured as the number of square feet of sheet-applied, waterproofing membrane satisfactorily installed (measured to the nearest 1 sq ft.). No separate measurement of the vertical faces of curbs, joints, concrete barriers, headers, scuppers, or for the inside surfaces of subdrainage outlets, shall be made. No deductions will be made for holes less than 1 square foot in area.

BASIS OF PAYMENT

The unit price bid per square foot for this item shall include the cost of furnishing all labor, materials, and equipment necessary to complete the work.

No additional payments will be made for any re-priming done in conformance with the requirements of the manufacturer's detail sheets.

ITEM 607.41010010 - TEMPORARY PLASTIC BARRIER FENCE

DESCRIPTION

This work shall consist of furnishing, installing, and maintaining Temporary Plastic Barrier Fences of the type and at the locations shown in the plans or where directed by the Engineer.

MATERIALS

Materials for Temporary Plastic Barrier Fences shall meet the following requirements:

- **Fence:** High-density polyethylene mesh, ultraviolet-stabilized min. 2 years; minimum height 4.0 feet. Color: high-visibility orange or green. When used to protect trees or other vegetation, color shall be high-visibility orange.
- **Posts:** Rigid metal or wood posts, minimum length 6.0 feet.
- **Ties:** Steel wire, #14 gauge or nylon cable ties.
- **Warning signs:** Sheet metal, plastic or other rigid, waterproof material, 1.5 feet by 2.0 feet with 4 inch black letters on a white background. Text shall be: "Protected Site - Keep Out" unless otherwise specified.

CONSTRUCTION DETAILS

Fences shall be erected prior to moving construction equipment onto any area designated for protection.

The line of fences as indicated on the plans shall be staked or marked out on the ground by the Contractor and approved by the Engineer before any fence is installed. Where used for protection of individual trees, fence shall be placed at the drip line (extent of canopy). If not possible, placement shall be as close to the drip line as possible and in no case less than 5.0 feet away from the tree trunk.

On approval of the stakeout, posts shall be securely driven on 6.0 foot-maximum centers, normal to the ground, to a depth 1/3 of the total post length. Plastic barrier fence shall be placed along the side of all posts. Ends of fencing segments shall overlap a distance of at least one half the fence height.

Fencing shall be secured to posts with wire or cable ties at top, middle and bottom of post. Fastener shall be tight enough to prevent the fencing from slipping down. Overlaps shall also be securely fastened.

Barrier fence which is not orange in color shall be flagged at 6.0 foot intervals with red or orange florescent tape. Warning signs shall be mounted on the fence at no more than 100 foot intervals.

Maintenance shall commence immediately after erection of the fence and continue until one week prior to acceptance of the contract, and shall consist of: replacing damaged post(s) and fencing; re-fastening and tightening fencing; and restoring fence to its intended height.

Fencing used for tree or other vegetation protection shall not be temporarily removed to allow equipment access over a protected area, except as required for items of work specifically shown on the plans and approved by the Engineer in writing.

ITEM 607.41010010 - TEMPORARY PLASTIC BARRIER FENCE

METHOD OF MEASUREMENT

The quantity to be measured for payment will be the number of feet of Temporary Plastic Barrier Fence erected, measured along the top, to the nearest whole foot.

BASIS OF PAYMENT

The unit price bid shall include the cost of all labor, materials and equipment necessary to satisfactorily complete the work. Relocation of a fence from one location to another as directed by the Engineer shall be considered as a new location and will be separately paid.

Seventy percent (70%) of the price bid will be paid after satisfactory installation of the fence. The remaining Thirty percent (30%) will be paid after complete removal of the fence.

Chapter VI FEDERAL AND STATE LABOR REQUIREMENTS

Federal (Davis-Bacon) Wage Rates

See enclosed wage rates.

State Wage Rates:

The CONTRACTOR is advised that the latest Schedules of the Prevailing Hourly Wage Rates and the Prevailing Hourly Supplements as published by the State of New York, Department of Labor, Bureau of Public Works are a part of these Contract Documents. The Contractor is also advised that the Rates are subject to change during the course of the project and must be updated accordingly.

For additional information see the **Special Note – State Prevailing Wage Rates and**
<http://www.labor.ny.gov/workerprotection/publicwork/PWContents.shtm>

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General Decision Number: NY130006 02/22/2013 NY6

Superseded General Decision Number: NY20120006

State: New York

Construction Types: Heavy and Highway

Counties: Clinton and Essex Counties in New York.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	01/18/2013
2	01/25/2013
3	02/01/2013
4	02/22/2013

BRNY0002-013 07/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.82	16.61

FOOTNOTE:

a. PAID HOLIDAYS: Memorial Day, July the 4th, Labor Day, and Thanksgiving Day (provided the employee is employed (1) day before and (1) day after the holiday.

CARP0290-004 07/01/2011

	Rates	Fringes
CARPENTER		
HEAVY & HIGHWAY		
CONSTRUCTION		
Carpenter.....	\$ 27.65	15.86
Pile Driver.....	\$ 27.65	15.86

ELEC0910-001 04/01/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	16.86+3%

ELEC1249-003 05/07/2012

	Rates	Fringes
LINE CONSTRUCTION: Lineman		
(LIGHTING AND TRAFFIC SIGNAL		

Including any and all Fiber
Optic Cable necessary for
Traffic Signal Systems,
Traffic Monitoring systems
and Road Weather information
systems)

Flagman.....	\$ 23.70	7%+18.25
Groundman Truck Driver (tractor trailer unit).....	\$ 33.58	7%+18.25
Groundman Truck Driver.....	\$ 31.60	7%+18.25
Lineman & Technician.....	\$ 39.50	7%+18.25
Mechanic.....	\$ 31.60	7%+18.25

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

* ELEC1249-004 05/07/2012

	Rates	Fringes
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Line Construction:

Overhead and underground
distribution and
maintenance work and all
overhead and underground
transmission line work
including any and all
fiber optic ground wire,
fiber optic shield wire or
any other like product by
any other name
manufactured for the dual
purpose of ground fault
protection and fiber optic
capabilities (where no
other trades are or have
been involved):

Flagman.....	\$ 27.14	7.5%+18.25+a
Groundman digging machine operator.....	\$ 40.71	7.5%+18.25+a
Groundman truck driver (tractor trailer unit).....	\$ 38.45	7.5%+18.25+a
Groundman Truck driver.....	\$ 36.18	7.5%+18.25+a
Lineman and Technician.....	\$ 45.23	7.5%+18.25+a
Mechanic.....	\$ 36.18	7.5%+18.25+a

Overhead transmission line
work (where other trades
are or have been involved):

Flagman.....	\$ 27.14	7.5%+18.25+a
Groundman digging machine operator.....	\$ 40.71	7.5%+18.25+a

Groundman truck driver		
(tractor trailer unit).....\$	38.45	7.5%+18.25+a
Groundman truck driver.....\$	36.18	7.5%+18.25+a
Lineman and Technician.....\$	45.23	7.5%+18.25+a
Mechanic.....\$	36.18	7.5%+18.25+a
Substation:		
Cable Splicer.....\$	46.99	7.5%+18.25+a
Flagman.....\$	25.63	7.5%+18.25+a
Ground man truck driver....\$	34.18	7.5%+18.25+a
Groundman digging machine		
operator.....\$	38.45	7.5%+18.25+a
Groundman truck driver		
(tractor trailer unit).....\$	36.31	7.5%+18.25+a
Lineman & Technician.....\$	42.72	7.5%+18.25+a
Mechanic.....\$	34.18	7.5%+18.25+a
Switching structures;		
railroad catenary		
installation and		
maintenance, third rail		
type underground fluid or		
gas filled transmission		
conduit and cable		
installations (including		
any and all fiber optic		
ground product by any		
other name manufactured		
for the dual purpose of		
ground fault protection		
and fiber optic		
capabilities), pipetype		
cable installation and		
maintenance jobs or		
projects, and maintenance		
bonding of rails; Pipetype		
cable installation		
Cable Splicer.....\$	46.99	7.5%+18.25+a
Flagman.....\$	27.77	7.5%+18.25+a
Groundman Digging Machine		
Operator.....\$	38.45	7.5%+18.25+a
Groundman Truck Driver		
(tractor-trailer unit).....\$	36.31	7.5%+18.25+a
Groundman Truck Driver.....\$	34.18	7.5%+18.25+a
Lineman & Technician.....\$	42.72	7.5%+18.25+a
Mechanic.....\$	34.18	7.5%+18.25+a
TELEPHONE, CATV		
FIBEROPTICS CABLE AND		
EQUIPMENT		
Cable splicer.....\$	27.99	4.43 + 3%
Groundman.....\$	12.48	4.43 + 3%
Installer Repairman-		
Teledata		
Lineman/Tecnician-		
Equipment Operator.....\$	26.57	4.43 + 3%
Tree Trimmer.....\$	21.64	7.36+3%

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

b. New Years Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day.

 ENGI0106-001 07/01/2012

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 34.71	21.75+a
GROUP 2.....	\$ 33.80	21.75+a
GROUP 3.....	\$ 31.23	21.75+a
GROUP 4.....	\$ 38.71	21.75+a
GROUP 5.....	\$ 37.71	21.75+a
GROUP 6.....	\$ 36.71	21.75+a
GROUP 7.....	\$ 36.32	21.75+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY & HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, 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 (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, 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, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber

Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) 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, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization) Road Widener, Roller (all above subgrade), 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), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Insertter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day and Veteran's Day

IRON0012-002 05/01/2012

	Rates	Fringes
Ironworkers:		
SHEETER, BUCKER-UP.....	\$ 25.78	17.96
SHEETER.....	\$ 28.25	19.89
STRUCTURAL, ORNAMENTAL, MACHINERY MOVER & RIGGERS, FENCE ERECTOR, REINFORCING, STONE DERRICKMAN, WELDER.....	\$ 28.00	19.89

LABO0186-004 07/01/2012

HEAVY & HIGHWAY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.34	17.13+a
GROUP 2.....	\$ 23.54	17.13+a
GROUP 3.....	\$ 23.74	17.13+a
GROUP 4.....	\$ 23.94	17.13+a
GROUP 5.....	\$ 25.34	17.13+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1. Basic Rate, Flagman Outboard and Hand Boats.

GROUP 2. Bull Float, Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer Paverment Breaker, Handlers of all Steel Mesh, Small Generators of Laborers' tools, installation of bridge drainage pipe, Pipe Layers, Vibrator type rollers, tamper, Drill doctor, tail or screw operator on asphalt paver, water pump operator (1 1/2" and single diaphragm) nozzle (asphalt, gunite, seeding and sand blasting), Laborers on chain link fence erection, Rock splitter and power unit, pusher type concrete saw and all other gas, electric, oil and air tool operators, Wrecking Labor.

GROUP 3. All rock or drilling machine operators (except quarry master and similar type) Acetylene Torch operator, asphalt raker, powderman.

GROUP 4. Blaster, form setters, stone or granite curb setters.

GROUP 5. Hazardous Waste, Asbestos Abatement and Removal.

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

PAIN0009-006 05/01/2012

	Rates	Fringes
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Painters:

Zone #2 All of ESSEX COUNTY		
Lead Abatement Workers,		
Structural Steel.....	\$ 26.04	9.88
Painters, Drywall		
Finishers, Spray.....	\$ 25.04	9.88
Zone #3 All of CLINTON COUNTY		
Lead Abatement Workers,		
Structural Steel.....	\$ 23.00	12.89
Painters, Drywall		
Finishers, Spray.....	\$ 22.00	12.89

 PAIN0806-003 10/01/2012

CLINTON AND ESSEX COUNTIES

	Rates	Fringes
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Painters:

Structural Steel and Bridge.	\$ 47.00	32.08
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 PLUM0773-001 05/01/2012

	Rates	Fringes
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Plumber and Steamfitter

CLINTON COUNTY.....	\$ 31.43	22.95
ESSEX COUNTY.....	\$ 32.43	22.95

 SHEE0083-001 06/01/2012

	Rates	Fringes
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Sheet metal worker.....	\$ 30.86	21.90+a
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FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If any of these holidays fall on a Saturday or Sunday, either the preceding Friday or following Monday will be observed as the holiday.

 TEAM0687-003 06/01/2012

	Rates	Fringes
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Truck drivers:

HEAVY & HIGHWAY CONSTRUCTION		
GROUP 1:.....	\$ 22.46	20.63
GROUP 2:.....	\$ 22.68	20.63

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, provided the employee has worked the day before and the day after the holiday.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-ups, panel trucks, flatboy materials trucks (straight jobs), single axle dump trucks, dumpsters and receivers, greasers, truck tireman, parts chaser, tandems and batch trucks, mechanics, semi trailer, lowboy trucks, asphalt distributor trucks and agitator, mixer trucks and dumpcrete type vehicles, truck mechanic, fuel truck and bus

GROUP 2: Specialized earth moving equipment - euclid type or similar off-highway equipment, where not self-loaded, straddle (ross) carrier, self-contained concrete unit, off highway tandem back dump, twin engine equipment and double hitched equipment where not self loaded

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the

effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

Essex County DPW

Matthew Hunt, Project Engineer
Creighton Manning Engineering
2 Winners Circle
Albany NY 12205

Schedule Year 2012 through 2013
Date Requested 03/18/2013
PRC# 2013002557

Location Essex County
Project ID# PIN 1759.25
Project Type Replace the structure carrying County Road 68 (Mountainview Drive) over Cold Brook.

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 2012 through June 2013. 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 www.labor.state.ny.us. 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 www.labor.state.ny.us.

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, but 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

Peter M. Rivera, Commissioner

Essex County DPW

Matthew Hunt, Project Engineer
Creighton Manning Engineering
2 Winners Circle
Albany NY 12205

Schedule Year 2012 through 2013
Date Requested 03/18/2013
PRC# 2013002557

Location Essex County
Project ID# PIN 1759.25
Project Type Replace the structure carrying County Road 68 (Mountainview Drive) over Cold Brook.

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: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (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 last four digits 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.

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, www.labor.ny.gov.

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 unless:

- 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
 - workers' compensation benefits for on-the-job injuries
 - payment for wages earned, minimum wage, and overtime (under certain conditions)
 - prevailing wages on public work projects
 - the provisions of the National Labor Relations Act and
 - 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 dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

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.

* 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) 687-4882
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) 568-5287		

* 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.

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: dlwtpo@rit.edu

(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: crooksje@umdnj.edu

(732) 235-9455

<https://ophs.umdj.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: mailto:japs@buffalo.edu

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingleton@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_oshacfm

3. List of trainers and training schedules for OSHA outreach training at:

www.OutreachTrainers.org

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 -
 - Go to pages 2 and 3 of the form
 - 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

-or-

Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location
of Project: _____ County: _____

(If you are Subcontractor)

Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 2 & 3)
*** Do not write in any additional Classifications or Counties***

Requestor Information

Name: _____

Title: _____ Date : _____

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	<input type="checkbox"/>
Carpenter - Building	370	Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie	<input type="checkbox"/>
Carpenter - Building	370Z2	Hamilton, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	370Z3	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370Saratoga	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370/1042H/H	Clinton, Essex, Franklin, Hamilton	<input type="checkbox"/>
Carpenter - Heavy&Highway	370H/H	Albany, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	85	Livingston, Monroe, Ontario, Wayne, Wyoming	<input type="checkbox"/>
Carpenter - Building	281B	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Heavy/Highway	281HH	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	280	Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	9	Erie, Cattaraugus	<input type="checkbox"/>
Carpenter - Heavy&Highway	66h	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	66	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	277 CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Building	277 JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Building	277 omh	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Building	277 On	Onondaga	<input type="checkbox"/>
Carpenter - Building	277 Os	Oswego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h On	Onondaga	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	277CDO	Chenango, Delaware, Otsego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277oneidah	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h Os	Oswego	<input type="checkbox"/>
Electrician	25m	Nassau, Suffolk	<input type="checkbox"/>
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>

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
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician	910	Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	<input type="checkbox"/>
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	<input type="checkbox"/>
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	<input type="checkbox"/>
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	<input type="checkbox"/>
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>
Glazier	660	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Glazier	660r	<u>Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming</u>	<input type="checkbox"/>
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	<input type="checkbox"/>
Glazier	667.Z-2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<input type="checkbox"/>
Glazier	677z3	Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins	<input type="checkbox"/>
Glazier	667r.2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>

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
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	<input type="checkbox"/>
Laborer - Building	621b	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Laborer - Residential	621r	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	Putnam, Westchester	<input type="checkbox"/>
Painter	178 B	Broome, Chenango, Tioga	<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego	<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	<input type="checkbox"/>
Painter	38.O	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	<input type="checkbox"/>
Painter	150	Livingston, Monroe, Ontario, Wayne, Yates	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	<input type="checkbox"/>
Teamster - Building/Heavy&Highway	456	Putnam, Westchester	<input type="checkbox"/>

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

03/01/2013

JOB DESCRIPTION Asbestos Worker

DISTRICT 9

ENTIRE COUNTIES

Albany, Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour

7/01/2012

Asbestos Worker

Removal & hazardous
abatement Only

\$ 30.00

Only for the removal of insulation materials from mechanical systems which are not going to be scrapped.

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman

\$ 11.00

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

03/01/2013

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

07/01/2012

01/01/2013

01/01/2014
An additional

Boilermaker

\$ 30.00

\$ 31.25

\$ 1.15*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeymen

\$ 22.87*
+ 0.89

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

03/01/2013

JOB DESCRIPTION Carpenter - Building

DISTRICT 1

ENTIRE COUNTIES

Clinton, Essex, Franklin

WAGES

Per hour:	07/01/2012	06/01/2013 An Additional	06/01/2014 An Additional
Carpenter	\$ 23.85	\$ 1.29*	\$ 1.44*
Floor Coverer	23.85	1.29*	1.44*
Carpet Layer	23.85	1.29*	1.44*
Dry-Wall	23.85	1.29*	1.44*
Lather	23.85	1.29*	1.44*
Piledriver	24.10	1.29*	1.44*
Diver-Wet Day	61.25	1.29*	1.44*
Diver -Dry Day	24.85	1.29*	1.44*
Diver Tender	24.85	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 based upon deepest depth on the day of the dive:
 - 0' to 80' no additional fee
 - 81'to 100' additional \$.50 per foot
 - 101'to 150' additional \$.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot

(*)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 \$ 16.00

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	\$ 9.11
2nd year term	9.11
3rd year term	11.61
4th year term	11.61

1-291B-Cli

Carpenter - Building / Heavy&Highway

03/01/2013

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

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:

	07/01/2012	07/01/2013 An Additional	07/01/2014 An Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer	\$ 27.21	\$ 0.80*	\$ 0.73*

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour Paid:

	07/01/2012
Journeyman	\$ 18.09

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

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:

	07/01/2012
Carpenter	
1st year term	\$ 9.09
2nd year term	14.49
3rd year term	15.39
4th year term	16.29

1-42AtSS

Carpenter - Heavy&Highway

03/01/2013

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Warren, Washington

WAGES

Per hour

07/01/2012	07/01/2013	07/01/2014
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		An Additional	An Additional
Carpenter	\$ 27.00	\$ 1.04*	\$ 1.05*
Millwright	28.50	1.04*	1.05*
Piledriver	27.00	1.04*	1.05*
Diver-Wet Day	62.50	1.04*	1.05*
Diver-Dry Day	28.00	1.04*	1.05*
Diver-Tender	28.00	1.04*	1.05*
Diver-Slurry and Effluent	93.75	1.04*	1.05*

(*)To be allocated at a later date.

State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
Certified welders when required to perform welding work will receive an additional \$1.25 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.

Diver rates applies to all hours worked on dive day. Additional pay based upon the deepest depth or penetration on the day of the dive:

Depth Pay	0' to 80' no additional. 81' to 100' an additional \$0.50 per foot 101' to 150' an additional \$0.75 per foot 151' and deeper an additional \$1.25 per foot
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Penetration pay for divers	0' to 50' no additional. 51' to 100' an additional \$0.75 per foot 101' and deeper an additional \$1.00 per foot
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SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 17.74

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.

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	\$ 9.09
2nd year terms	9.09
3rd year terms	11.59
4th year terms	11.59

1-291HH-Alb

Electrician

03/01/2013

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

WAGES

Per hour:

07/01/2012

Electrician	\$ 31.00
Cable Splicer	32.50
Tunnel worker/welder	32.50

NOTE:

Additional \$1.50 per hour for all underground and tunnel work, working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or mechanical lifts over 65 feet.

**** IMPORTANT NOTICE - EFFECTIVE 07/01/2012 ****

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	\$ 16.68
	*plus 3% of gross wage

* NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID ON STRAIGHT TIME RATE OR PREMIUM TIME RATE.

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.

	1-1000 40%	to 2000 45%	to 3500 50%	to 5000 60%	to 6500 70%	to 8000 80%
Electrician	\$ 12.40	\$ 13.95	\$ 15.50	\$ 18.60	\$ 21.70	\$ 24.80
Cable Splicer / Tunnel	\$ 13.90	\$ 15.45	\$ 17.00	\$ 20.10	\$ 23.20	\$ 26.30

Supplemental Benefits per hour worked:

Appr 1st & 2nd term	\$ 7.77
	* plus 3% of gross wage
Appr All other terms	\$ 16.68
	* plus 3% of gross wage paid.

* NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID ON STRAIGHT TIME RATE OR PREMIUM TIME RATE.

6-910

Elevator Constructor

03/01/2013

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	07/01/2012	01/01/2013	01/01/2014	01/01/2015
Mechanic	\$40.09*	\$ 40.36*	\$ 40.90*	\$ 41.51*
Helper	70% of Mechanic 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

	07/01/2012	01/01/2013	01/01/2014	01/01/2015
Journeyman/Helper	\$ 23.535*	\$ 25.185*	\$ 26.785*	\$ 28.385*

(*)Plus 6% of gross wages if less than 5 years service

(*)Plus 8% of gross 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

0-6 mo	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

Supplemental Benefits per hour worked

Same as Journeyman/Helper

1-35

Glazier

03/01/2013

JOB DESCRIPTION Glazier

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour

	07/01/2012	05/01/2013
		An Additional
Glazier base wage	\$ 24.80	\$1.50**
+ additional \$1.55 per hour for all hours worked		

*High Work Base Wage 28.00
+ additional \$3.55 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	\$ 14.28
Journeyman	
High Work	19.63

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.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%
+ additional \$1.55 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 \$3.55 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	\$12.93
5th-8th term	14.28
Apprentice High Work	
1st-4th term	\$ 15.08
5th-8th term	19.63

For apprentices indentured prior to and including 07/01/2009, the following supplemental benefit applies:

Apprentice	\$ 14.28
Apprentice High Work	19.63

1-201

Insulator - Heat & Frost

03/01/2013

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

Wages per hour 07/01/2012

Asbestos Worker*	\$ 29.64
Insulator*	29.64
Firestopping Worker*	25.19

(*)On Mechanical Systems only.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 18.95

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 \$ 18.95

1-40

Ironworker

03/01/2013

JOB DESCRIPTION Ironworker

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

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	07/01/2012	05/01/2013 An Additional	05/01/2014 An Additional
Ornamental	\$ 28.00	\$1.45*	\$1.55*
Reinforcing	28.00	1.45*	1.55*
Rodman	28.00	1.45*	1.55*
Structural & Precast	28.00	1.45*	1.55*
Mover/Rigger	28.00	1.45*	1.55*
Fence Erector	28.00	1.45*	1.55*
Stone Derrickman	28.00	1.45*	1.55*
Sheeter	28.25	1.45*	1.55*
Curtain Wall Installer	28.00	1.45*	1.55*
Metal Window Installer	28.00	1.45*	1.55*

*To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

JOURNEYMAN \$ 23.11

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:

	07/01/2012
1st yr	\$ 16.00
2nd yr	18.00
3rd yr	20.00
4th yr	22.00
Supplemental Benefits per hour worked	
1st year	\$ 9.00
2nd year	17.68
3rd year	18.92
4th year	20.16

1-12

Laborer - Building

03/01/2013

JOB DESCRIPTION Laborer - Building

DISTRICT 1

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

07/01/2012

Group # A	\$ 20.23
Group # B	20.38
Group # C	20.53
Group # D	20.68
Group # E	20.73
Group # F	21.23

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 16.17

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 \$ 16.17

1-186ew

Laborer - Heavy&Highway

03/01/2013

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 1

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 Assisting on Chain Link Fence Installation, 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 07/01/2012

Group # A	\$ 23.34
Group # B	23.54
Group # C	23.74
Group # D	23.94
Group # E	25.34

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.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 17.28

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.

0-1333 Hrs	1334-2666 Hrs	2667-4000 Hrs
70%	80%	90%

Supplements per hour worked

Apprentices \$ 17.28

1-186/2h

Laborer - Tunnel

03/01/2013

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)

07/01/2012

Tunnel Laborer:

Group A	\$ 26.52
Group B	26.72
Group C*	28.52

*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 17.28

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.

0-1333 Hrs	1334-2666 Hrs	2667-4000 Hrs
70%	80%	90%

Supplements per hour worked

Apprentices \$ 17.28

1-186T

Lineman Electrician

03/01/2013

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 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. (14.01.01)

07/01/2012

Lineman /Techician	\$ 42.72
Welder/Cable Splicer	42.72
Digging Machine Operator	38.45
Tractor Trailer Driver	36.31
Groundman/Truck Driver	34.18
Mechanic 1st Class	34.18
Flagman	25.63

Additional \$1.00 per hour 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". (14.02.01A)

Lineman/Technician	\$ 42.72
Cable Splicer pipe type cable	46.99
Certified Welder pipe type	44.86

Digging Machine Operator	38.45
Tractor Trailer Driver	36.31
Mechanic 1st Class	34.18
Groundman/Truck Driver	34.18
Flagman	25.63

Additional \$1.00 per hour 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. (14.02.01B)

Lineman/Technician/Welder	\$ 44.01
Digging Machine Operator	39.61
Tractor Trailer Driver	37.41
Groundman/Truck Driver	35.21
Mech. 1st Class	35.21
Flagman	26.41
Certified WelderPipe Type Cable	46.21
Cable Splicer pipe type cable	48.41

Additional \$1.00 per hour for entire crew when a helicopter is used.

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. (14.03.01)

Lineman/Tech./Welder	\$ 45.23
Cable splicer	45.23
Digging Machine Operator	40.71
Tractor Trailer Driver	38.45
Groundman/Truck Driver	36.18
Mechanic 1st Class	36.18
Flagman	27.14

Additional \$1.00 per hour for entire crew when a helicopter is used.

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

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.

\$ 18.25
*plus 7.5% of
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%

Supplemental Benefits per hour worked:

The following SUPPLEMENTAL benefits apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

\$ 18.25
*plus 7.5% of
hourly wage paid

*NOTE: The 7.5% is based on the hourly wage paid, straight time rate or premium rate.

6-1249a

Lineman Electrician - Teledata

03/01/2013

JOB DESCRIPTION Lineman Electrician - Teledata

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, Westchester, Wyoming, Yates

WAGES

Per hour:

FOR WORK OUTSIDE BUILDING PROPERTY LINES.

	07/01/2012	01/01/2013	01/01/2014
Cable Splicer	\$ 27.99	\$ 28.55	\$ 29.12
Installer/Repairman	26.57	27.10	27.64
Teledata Lineman	26.57	27.10	27.64
Technician/Equip Oper	26.57	27.10	27.64
Groundman	14.09	14.37	14.66

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	\$ 4.43 *plus 3% of hourly wage paid	\$ 4.43 *plus 3% of hourly wage paid
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*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

03/01/2013

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:

07/01/2012

Lineman/Technician	\$ 38.25
Certified Welder	40.16

Digging Mach	34.43
Tractor trailer driver	32.51
Groundman Truck Driver	30.60
Mechanic 1st Class	30.60
Flagman	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	\$18.25
	*plus 7% of
	hourly wage paid

*NOTE: The 7% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

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

03/01/2013

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

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:

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.

07/01/2012

Tree Trimmer	\$ 22.08
Equip Operator	19.48
Mechanic	19.48
Truck Driver	16.46
Groundman	13.51
Flag person	9.62

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 7.88
 *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

03/01/2013

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

	07/01/2012	05/01/2013 Additional	05/01/2014 Additional
Bricklayer	\$ 27.17	\$ 1.00**	\$ 1.00**
Cement Finisher	27.17	1.00**	1.00**
Plasterer/Fireproofers*	27.17	1.00**	1.00**
Pointer/Caulker/Cleaner	27.17	1.00**	1.00**
Stone Mason	27.17	1.00**	1.00**
Acid Brick	27.67	1.00**	1.00**

(*)Fireproofers on Structural only.

(**)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 16.96

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 \$ 10.21
 All others 16.96

1-2b.8

Mason - Building

03/01/2013

JOB DESCRIPTION Mason - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour	07/01/2012	06/01/2013 An Additional	06/01/2014 An Additional
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Tile/Marble/Terazzo

Setter	\$ 28.88	\$1.30*	\$1.35*
Finisher	22.94	1.03*	1.07*

(*) To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 17.53
Journeyman Finisher	14.83

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	\$ 10.18
2nd term 501-1500 hours	10.18
3rd term 1501-2500 hours	13.86
4th term 2501-3500 hours	13.86
5th term 3501-4500 hours	15.69
6th term 4501-6000 hours	17.53

Finisher:	
1st term 0-500 hours	\$ 9.68
2nd term 501-1500 hours	9.68
3rd term 1501-2500 hours	12.26
4th term 2501-3700 hours	12.26

1-2TS.1

Mason - Heavy&Highway

03/01/2013

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

07/01/2012

Mason &
Bricklayer

\$ 31.82

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 17.24

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	\$ 10.14
All others	17.24

1-2hh.1

Millwright

03/01/2013

JOB DESCRIPTION Millwright

DISTRICT 1

ENTIRE COUNTIES

Clinton, Essex, Franklin

WAGES

Per hour:	07/01/2012	07/01/2013 An Additional	07/01/2014 An Additional
Millwright	\$ 25.40	\$1.06*	\$1.19*

Note: 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.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Supplement Benefits per hour worked:

Journeyman Millwright \$ 16.94

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 minimum 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:

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	\$ 7.94
2nd Year Term	14.24
3rd Year Term	15.14
4th Year Term	16.04

1-1163b

Operating Engineer - Building

03/01/2013

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

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, whirlyies, 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, belcrete 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	07/01/2012	07/01/2013	07/01/2014
Class # A1	\$ 35.20	\$ 36.55	\$ 37.90
Class # A	34.76	36.11	37.46
Class # B	33.85	35.20	36.55
Class # C	31.28	32.63	33.98

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.00 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.00 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.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 22.37	\$ 23.12	\$ 23.87
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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 worked

	07/01/2012	07/01/2013	07/01/2014
All terms	\$ 17.80	\$ 18.55	\$ 19.30

1-158 Alb

Operating Engineer - Heavy&Highway

03/01/2013

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, 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.

WAGES

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), 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 (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically 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 BeltType 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 (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) 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, HiPressure 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 selfpropelled), 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 subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vac Truck, Vermeer saw (ride on, any size or type), Welder

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), oiler (used in conjunction with production), Bituminous Heater (self-propelled), oat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit 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), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- 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

	07/01/2012	07/01/2013	07/01/2014
Master Mechanic	\$ 36.32	\$ 37.67	\$ 39.02
Class A*	34.71	36.06	37.41
Class B	33.80	35.15	36.50
Class C	31.23	32.58	33.93

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 \$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.

(*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 22.60	\$ 23.35	\$ 24.10
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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 worked

	07/01/2012	07/01/2013	07/01/2014
All Terms	\$ 18.00	\$ 18.75	\$ 19.50

1-158H/H Alb

Operating Engineer - Marine Construction

03/01/2013

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

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

07/01/2012

CLASS A Operator, Leverman, Lead Dredgeman	\$ 32.89
CLASS A1 Dozer,Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$ 28.49
Certified Welder, Boat Operator(licensed)	\$ 26.84
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer, Welder (please add)\$ 0.06	\$ 26.14
Boat Operator	\$ 25.29
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor Oiler(please add)\$ 0.09	\$ 21.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2012 \$ 8.45 plus 7% of straight time wage overtime hours add \$ 0.63
All Class C	\$ 8.10 plus 8% of straight time wage overtime hours add \$ 0.48
All Class D	\$ 7.85 plus 8% of straight time wage overtime hours add \$ 0.33

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

Operating Engineer - Survey Crew

03/01/2013

JOB DESCRIPTION Operating Engineer - Survey Crew
ENTIRE COUNTIES

DISTRICT 6

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.

07/01/2012

Survey Rates:

Party Chief \$ 32.62

Instrument/Rod person 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 \$ 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% \$ 17.91

2nd year 70% 20.89

3rd year 80% 23.88

SUPPLEMENTAL BENEFITS:

\$ 21.75

6-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

03/01/2013

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.

07/01/2012

Survey Rates:

Party Chief \$ 32.62

Instrument/Rodperson 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:

\$ 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

Operating Engineer - Tunnel

03/01/2013

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 5

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess to the northern boundary line of the 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 Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.

Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

Crane 1: All cranes, including self erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton nad below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

MASTER MECHANIC/CHIEF TUNNEL ENG.:

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8" or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y. & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Insertor, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors(3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors(any size, but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-3 or less-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinus Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour:	07/01/2012	07/01/2013	07/01/2014
Crane 1	\$ 41.28	\$ 42.48	\$ 43.68
Crane 2	40.28	41.48	42.68
Crane 3	39.28	40.48	41.68
Master Mechanic	39.41	40.61	41.81
CLASS A	37.28	38.48	39.68
CLASS B	36.06	37.26	38.46
CLASS C	33.27	34.47	35.67
CLASS D	30.26	31.46	32.66

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 22.75	\$ 23.65	\$ 24.55
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OVERTIME PAY

See (B, B2, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1000) hours terms at the following percentages.

1st term	60% of Class D
2nd term	65% of Class C
3rd term	70% of Class B
4th term	75% of Class A

Supplemental Benefits per hour paid:

\$ 22.75	\$ 23.65	\$ 24.55
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5-832TL.

Painter

03/01/2013

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Essex, Hamilton, Warren, Washington

WAGES

Per hour

07/01/2012

Brush, Taping	\$ 26.04
Paperhanging	26.04
Spray Rate	26.04
Structural Steel*	27.04
Lead Abatement	27.04
Lead Abatement on	
Structural Steel	28.04

(*)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 \$ 10.12

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

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%

Supplemental Benefits per hour worked

All terms \$ 10.12

1-466-Z2

Painter - Bridge & Structural Steel

03/01/2013

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:	07/01/2012	10/1/2012
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STEEL:

Bridge Painting	\$ 51.23	\$ 52.23
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Power Tool/Spray	Additional \$6.00 per hour above hourly rate, whether straight time or overtime	
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Note: Generally, 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:

	07/01/2012	10/1/2012
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Journeyworker	\$ 26.80*	\$ 27.05
	\$ 31.04**	

Hourly Rate after 40 hours from May 1st to Nov. 15th	\$ 6.75 only
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Hourly Rate after 50 hours from Nov. 16th to April 30th	\$ 6.75 only
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*For the period of May 1st to November 15th:

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.

**For the period of November 16th to April 30th:

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: Calculate overtime rate as follows: Bridge Painting and Power Tool/Spray titles subtract \$4.98 from the hourly rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms

	1st	2nd	3rd
07/01/2012	\$ 20.55	\$ 30.78	\$ 41.00
10/01/2012	\$ 20.95	\$ 31.38	\$ 41.80

Supplemental Benefits per hour worked:

07/01/2012	\$ 8.35	\$ 19.00	\$ 22.90
10/01/2012	\$ 8.70	\$ 19.15	\$ 23.10

9-DC-9/806/155-BrSS

Painter - Line Striping

03/01/2013

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):	07/01/2012
Striping-Machine Operator*	\$26.61 plus an additional \$0.50**
Linerman Thermoplastic	\$31.87 plus an additional \$0.50**

** To be allocated at a future date

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: 07/01/2012
Journeyworker:

Striping-Machine operator	\$ 14.18
Linerman Thermoplastic	\$ 14.55

OVERTIME PAY

See (*B, **B2, E, E2, 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

03/01/2013

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

07/01/2012

Metal Polisher	\$ 26.11
Metal Polisher**	\$ 27.02
Metal Polisher***	\$ 29.61

**Note: Applies on New Construction & complete renovation

*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

Journeyworker:
All classification \$ 12.92

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

Wages per hour:

One (1) year term at the following wage rates:

1st	2nd	3rd
\$13.50	\$15.00	\$18.00

Supplemental benefits:

Per hour paid:

1st	2nd	3rd
\$10.27	\$10.39	\$10.63

9-8A/28A-MP

Plumber

03/01/2013

JOB DESCRIPTION Plumber

DISTRICT 1

ENTIRE COUNTIES

Essex, Franklin

PARTIAL COUNTIES

Hamilton: The Townships of Long Lake and Indian Lake

WAGES

Per hour

07/01/2012

05/01/2013

An Additional

Plumber & Steamfitter	\$ 32.43	\$ 2.80**
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**To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 14.05
+ 8.90*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

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 yr	90%

Supplemental Benefits per hour worked

1st yr	\$ 12.68 + 4.45*
2nd yr	12.95 + 5.34*
3rd yr	13.23 + 6.23*
4th yr	13.50 + 7.12*
5th yr	13.78 + 8.01*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

1-773-SF

Roofer

03/01/2013

JOB DESCRIPTION Roofer

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGES

Per hour

	07/01/2012	06/01/2013 An Additional
Roofer/Waterproofer	\$ 27.00	\$ 1.50*
Pitch & Asbestos	29.00	\$ 1.50*

(*)To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 13.52
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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	\$ 11.75
1st yr 2nd half	11.94
2nd yr 1st half	12.17
2nd yr 2nd half	12.37
3rd yr 1st half	12.65
3rd yr 2nd half	12.85

1-241

Sheetmetal Worker**03/01/2013**

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

07/01/2012

Sheetmetal Worker \$ 30.86

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 22.53
+3% of
wage

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	\$ 16.25
2nd term	17.58
3rd term	18.24
4th term	18.91
5th term	19.13
6th term	20.06
7th term	21.60
8th term	23.15
9th term	24.69
10th term	26.23

Supplemental Benefits per hour worked

1st term	\$ 15.10
2nd term	15.54
3rd term	15.77
4th term	16.00
5th term	19.49
6th term	19.80
7th term	20.32
8th term	20.84
9th term	21.37
10th term	21.89

1-83

Sprinkler Fitter**03/01/2013**

JOB DESCRIPTION Sprinkler Fitter**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, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

WAGES

Per hour		
	07/01/2012	01/01/2013
Sprinkler	\$ 29.83	\$ 29.83
Fitter		

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 20.37	\$ 20.52
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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 wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 15.08	\$ 15.08	\$ 16.26	\$ 17.77	\$ 19.28	\$ 20.79	\$ 22.29	\$ 23.80	\$ 25.31	\$ 26.82

Supplemental Benefits per hour worked

	07/01/2012	01/01/2013
1st & 2nd Terms	\$ 8.60	\$ 8.60
3rd Term	14.72	14.87
4th Term	14.76	14.91
5th Term	20.06	20.21
6th Term	20.10	20.25
7th Term	20.15	20.30
8th Term	20.19	20.34
9th Term	20.24	20.39
10th Term	20.28	20.43

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 13.57	\$ 15.08	\$ 16.26	\$ 17.77	\$ 19.28	\$ 20.79	\$ 22.29	\$ 23.80	\$ 25.31	\$ 26.82

Supplemental Benefits per hour worked

	07/01/2012	01/01/2013
1st Term	\$ 8.56	\$ 8.56
2nd Term	8.60	8.60
3rd Term	14.72	14.87
4th Term	14.76	14.91
5th Term	15.31	15.46
6th Term	15.35	15.50
7th Term	15.40	15.55
8th Term	15.44	15.59
9th Term	15.49	15.64
10th Term	15.53	15.68

1-669

Teamster - Building

03/01/2013

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

	07/01/2012	06/01/2013	06/01/2014
Building:		Additional	Additional
Group #1	\$ 20.18	\$ 1.70	\$ 1.80
Group #2	20.18	1.70	1.80
Group #3	20.28	1.70	1.80
Group #4	20.44	1.70	1.80

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2012
All groups	\$ 18.57

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

7-687B

Teamster - Heavy&Highway

03/01/2013

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:

	07/01/2012	06/01/2013
Heavy/Highway:		Additional
Group #1	\$ 22.46	\$ 1.70
Group #2	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:

07/01/2012

All classes \$ 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

03/01/2013

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 07/01/2012

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
- (I) 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 hourly 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) 485-1870 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 Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 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)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone:()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

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 Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



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>

NYSDOL Bureau of Public Work Debarment List 03/15/2013

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
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	NYC	*****4486	ABBAY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****0635	ABOVE ALL PUMP REPAIR CORP		360 KNICKERBOCKER AVENUE BATAVIA NY 11716	10/20/2008	10/20/2013
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
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		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
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		ALEJANDRO MATOS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
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		ANDREW DIPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
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	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/24/2017
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	*****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	*****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	07/26/2017

NYSDOL Bureau of Public Work Debarment List 03/15/2013

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DOL	DOL	*****2993	AST DRYWALL & ACOUSTICS INC		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	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 P O BOX 357CARLE PLACE NY 11514	03/15/2010	03/15/2015
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		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
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		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 KISCO 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 14006	02/03/2011	02/03/2016

NYSDOL Bureau of Public Work Debarment List 03/15/2013

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DOL	DOL		CHRISTOF PREZBYL		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 INC		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	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
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		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		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	12/11/2017
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	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	10/19/2015
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL		DESMOND CHARLES		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
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		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL	*****6148	DOT CONSTRUCTION OF NY INC		765 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
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	DOL	*****8011	EOCA CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017

NYSDOL Bureau of Public Work Debarment List 03/15/2013

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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		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
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		ESTEVEZ & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEZ & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
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		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
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 ACOCCELLA		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	07/02/2017
DOL	DOL	*****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
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	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017

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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		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	*****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		H.H. RAUH CONSTRUCTION, LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL	*****2499	H.H. RAUH CONTRACTING CO., LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL		H.H. RAUH PAVING, INC.		7 WEST 1ST ST. LAKEWOOD NY 14750	01/14/2011	01/14/2016
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		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
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	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
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		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		IVAN D MARKOVSKI		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
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	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
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		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
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 BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017

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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 H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JOHN JIULIANI		222 GAINSBORG AVENUE E WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	NYC		JOHN MARI JR		278 ROBINSON AVENUE NEW YORK NY 10312	04/06/2008	04/06/2013
DOL	DOL	*****5970	JOHN PREVETE FRAMING AND JOHN PREVETE FRAMING INC	JOHN PREVETE	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	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		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 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		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	DOL		KEMPTON MCINTOSH		8531 AVENUE B BROOKLYN NY 11236	12/16/2008	12/16/2013
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL	*****5941	KINGSVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
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 AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LARRY FRANGOS		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****7907	LEEMA EXCAVATING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014

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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	*****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		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
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 KISCO 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	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
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	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTI ON	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
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	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	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/24/2017

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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	10/01/2017
DOL	DA	*****9642	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
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	*****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	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
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	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	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
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 INC		P O BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		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		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

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DOL	NYC	*****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSEAR		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	*****1721	ROBERTS CONSTRUCTION OF UPSTATE NEW YORK INC		5 SANGER AVENUE NEW HARTFORD NY 13413	01/28/2009	01/28/2014
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
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	*****5905	ROSE PAINTING CORP		222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604	05/10/2010	05/10/2015
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		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 AVENUE BROOKLYN 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	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	NYC	*****4020	SERVI-TEK ELEVATOR CORP		2546 EAST TREMONT AVENUE BRONX NY 10461	06/04/2009	06/04/2014
DOL	DOL	*****3540	SEVEN STAR ELECTRICAL CONTRACTING CORP		23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROAD DIX HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQUIL ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL		SHAIKF YOUSUF		C/O INDUS GENERAL CONST 33-04 91ST STREET JACKSON 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 772 JAMESTOWN 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

NYSDOL Bureau of Public Work Debarment List 03/15/2013

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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		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		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	07/26/2017
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	12/11/2017
DOL	DOL		THEODORE F FAULKS		18 FIREWEED TRAIL HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
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 TERRANOVA		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREET SUNNYSIDE 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 PARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PARK 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	*****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
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

NYSDOL Bureau of Public Work Debarment List 03/15/2013
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DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/24/2017
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VII. REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

CONTENTS

- ☐ Certification for Federal Aid Contracts (See Section II of this Project Manual)
- ☐ Disclosure of Lobbying Activities (See Section II of this Project Manual))
- ☐ Non-Collusive Bidding Certification (See Section II of this Project Manual)
- ☐ U.S. Department of Transportation Hotline Information (See Section II of this Project Manual)
- ☐ Equal Employment Opportunity Requirements. (See Section 102-11 of the NYSDOT Standard Specifications)
- ☐ FHWA-1273 Required Contract Provisions.
- ☐ Supplemental Title VI Provisions (Civil Rights Act)

NYSDOT Standard Specifications required for Federal Aid Contracts:

- Non-Collusive Bidding and Other Certifications NYSDOT Standard Specifications, Section 102-08
- Prevailing Wage Rates, Use of Convict Labor and Materials Provisions, NYSDOT Standard Specifications, Section 102-10
- Federal Changed Conditions Clauses and Disputed Work Provisions, NYSDOT Standard Specifications, Section 104-03, 04 and 05
- Insurance Provisions, NYSDOT Standard Specifications, Section 107-06
- Retainage Provisions, NYSDOT Standard Specifications, Section 109-07
- Prompt Payment Provisions, NYSDOT Standard Specifications, Section 109-07.
- Buy America Provisions, NYSDOT Standard Specifications, Section 106-11
- Safety and Health Requirements, Section 107-05 (including Fall Protection, Electrical Safety, Histoplasmosis, etc)

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

**[SEE SECTION 102-11 OF THE
NEW YORK STATE
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS]**

GOALS FOR MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

COUNTY GOAL	% GOAL	COUNTY	% GOAL	COUNTY	%
Albany	3.2	Herkimer	2.1	Richmond	*
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	*	St. Lawrence	2.5
Bronx	*	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	*	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	*	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

*** The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens, and Richmond:**

Electricians.....	9.0 to 10.2
Carpenters.....	27.6 to 32.0
Steam Filters.....	2.2 to 13.5
Metal Lathers.....	26.0 to 28.6
Operating Engineers.....	25.6 to 26.0
Plumbers.....	12.0 to 14.5
Iron Workers (Structural).....	25.9 to 32.0
Elevator Constructors.....	5.5 to 6.5
Bricklayers.....	13.4 to 15.5
Asbestos Workers.....	22.8 to 28.0
Roofers.....	6.3 to 7.5
Iron Workers (Ornamental).....	22.4 to 23.0
Cement Masons.....	23.0 to 27.0
Glaziers.....	16.0 to 20.0
Plasterers.....	15.8 to 18.0
Teamsters.....	22.0 to 22.5
Boilermakers.....	13.0 to 15.5
All Others.....	16.4 to 17.5

GOALS FOR WOMEN

Female Goals - 6.9%

Goals for the utilization of women by Federal and Federally assisted construction contractors were last published on April 7, 1978 (43 CFR 4988, 149000). That April 7, 1978 publication included a 6.9% goal for the period from April 1, 1980 until March 31, 1981. Pursuant to 41 CFR 60-4.6, the 6.9% goal for female utilization is extended until further notice

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor

for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date

of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits

under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the

contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm,

has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the

certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which

this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its

principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN
DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD
CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Appendix A

Soil Borings

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INTERPRETATION OF SUBSURFACE LOGS

The Subsurface Logs present observations and the results of tests performed in the field by the Driller, Technicians, Geologists and Geotechnical Engineers as noted. Soil/Rock Classifications are made visually, unless otherwise noted, on a portion of the materials recovered through the sampling process and may not necessarily be representative of the materials between sampling intervals or locations.

The following defines some of the terms utilized in the preparation of the Subsurface Logs.

SOIL CLASSIFICATIONS

Soil Classifications are visual descriptions on the basis of the Unified Soil Classification ASTM D-2487 and USBR, 1973 with additional comments by weight of constituents by BUHRMASTER. The soil density or consistency is based on the penetration resistance determined by ASTM METHOD D1586. Soil Moisture of the recovered materials is described as DRY, MOIST, WET or SATURATED.

SIZE DESCRIPTION		RELATIVE DENSITY/CONSISTENCY (basis ASTM D1586)			
SOIL TYPE	PARTICLE SIZE	GRANULAR SOIL		COHESIVE SOIL	
BOULDER	> 12	DENSITY	BLOWS/FT.	CONSISTENCY	BLOWS/FT.
COBBLE	3" - 12"	LOOSE	< 10	VERY SOFT	< 3
GRAVEL-COARSE	3" - 3/4"	FIRM	11 - 30	SOFT	4 - 5
GRAVEL - FINE	3/4" - #4	COMPACT	31 - 50	MEDIUM	6 - 15
SAND - COARSE	#4 - #10	VERY COMPACT	50 +	STIFF	16 - 25
SAND - MEDIUM	#10 - #40			HARD	25 +
SAND - FINE	#40 - #200				
SILT/NONPLASTIC	< #200				
CLAY/PLASTIC	< #200				

SOIL STRUCTURE		RELATIVE PROPORTION OF SOIL TYPES	
STRUCTURE	DESCRIPTION	DESCRIPTION	% OF SAMPLE BY WEIGHT
LAYER	6" THICK OR GREATER	AND	35 - 50
SEAM	6" THICK OR LESS	SOME	20 - 35
PARTING	LESS THAN 1/4" THICK	LITTLE	10 - 20
VARVED	UNIFORM HORIZONTAL PARTINGS OR SEAMS	TRACE	LESS THAN 10

Note that the classification of soils or soil like materials is subject to the limitations imposed by the size of the sampler, the size of the sample and its degree of disturbance and moisture.

ROCK CLASSIFICATIONS

Rock Classifications are visual descriptions on the basis of the Driller's, Technician's, Geologist's or Geotechnical Engineer's observations of the coring activity and the recovered samples applying the following classifications.

CLASSIFICATION TERM	DESCRIPTION
VERY HARD	NOT SCRATCHED BY KNIFE
HARD	SCRATCHED WITH DIFFICULTY
MEDIUM HARD	SCRATCHED EASILY
SOFT	SCRATCHED WITH FINGERNAIL
VERY WEATHERED	DISINTEGRATED WITH NUMEROUS SOIL SEAM
WEATHERED	SLIGHT DISINTEGRATION, STAINING, NO SEAMS
SOUND	NO EVIDENCE OF ABOVE
MASSIVE	ROCK LAYER GREATER THAN 36" THICK
THICK BEDDED	ROCK LAYER 12" - 36"
BEDDED	ROCK LAYER 4" - 12"
THIN BEDDED	ROCK LAYER 1" - 4"
LAMINATED	ROCK LAYER LESS THAN 1"
FRACTURES	NATURAL BREAKS AT SOME ANGLE TO BEDS

Core sample recovery is expressed as percent recovered of total sampled. The ROCK QUALITY DESIGNATION (RQD) is the total length of core sample pieces exceeding 4" length divided by the total core sample length for N size cored.

GENERAL

- Soil and Rock classifications are made visually on samples recovered. The presence of Gravel, Cobbles and Boulders will influence sample recovery classification density/consistency determination.
- Groundwater, if encountered, was measured and its depth recorded at the time and under the conditions as noted.
- Topsoil or pavements, if present, were measured and recorded at the time and under the conditions as noted.
- Stratification Lines are approximate boundaries between soil types. These transitions may be gradual or distinct and are approximated.

SUBSURFACE LOG B-1

PROJECT: Mountainview Drive (CR 14) Bridge

DATE _____

START: 3/14/12

FINISH: 3/14/12

LOCATION: Willsboro, New York

METHODS: 3-1/4" Hollow Stem Augers with

CLIENT: Creighton Manning Engineering

ASTM D1586 Sampling Methods

JOB NUMBER: FDE-12-039

SURFACE ELEVATION: $\pm 350.0'$

DRILL TYPE: CME 45C Trailer Mounted Rig

CLASSIFICATION: O.Burns

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
5'	1	2	4				FILL: Brown/Dark Brown Fine to Coarse SAND, Some Gravel, Little Silt, Wet
				4	3	8	Grades Some Clay and Concrete, Moist
	2	4	3				
				8	9	11	
	3	2	4				Grades Brown Fine to Medium SAND, Little Gravel, trace silt, Moist
				2	10	6	
	4	3	3				Grades Wet
10'				2	1	5	
	5	1	1				
				1	6	2	(MOIST TO WET, LOOSE)
	6	3	3				Dark Brown and Gray SILT and CLAY,
15'				7	17	10	Some Sand, trace to Some Gravel, Little Organic Matter (VERY MOIST, MEDIUM)
	7	27	24				Cobbles or Weathered Bedrock at 13.2', Wet
				50/4		74+	
	8	50/0				50+	
20'		Core Run #1 15.0' to 20.0' Depth Recovery = 94% RQD = 64%					Gray GNEISS, Hard, Slightly Weathered, Thin Bedded to Bedded, Occasional High Angle and Horizontal Fractures
25'							Boring Ended at 20.0'
							Groundwater measured at 13.3' depth within borehole at completion of soil sampling.

DENTE ENGINEERING, P.C.					SUBSURFACE LOG B-2		
PROJECT: Mountainview Drive (CR 14) Bridge				DATE	START: 3/15/12	FINISH: 3/15/12	
LOCATION: Willsboro, New York				METHODS: 3-1/4" Hollow Stem Augers with			
CLIENT: Creighton Manning Engineering				ASTM D1586 Sampling Methods			
JOB NUMBER: FDE-12-039				SURFACE ELEVATION: ± 350.0'			
DRILL TYPE: CME 45C Trailer Mounted Rig				CLASSIFICATION: O.Burns			
SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
5'	1	39	2				FILL: Gray ROCK Fragments, Moist Grades Brown Fine to Coarse SAND, Some Gravel, Moist (MOIST, LOOSE) Brown Mottled Fine to Medium SAND and SILT, Little Clay, Little Gravel Grades trace gravel (MOIST, LOOSE / MEDIUM) Grades Some Organics, Wet Boulder or Possible Bedrock at 12.0'
				2	2	4	
	2	2	1				
				3	6	4	
	3	5	3				
10'				2	3	5	Boring Ended at 13.6' with Auger Refusal Groundwater measured at 11.7' depth within auger casings upon completion of borehole.
	4	2	3				
				7	12	10	
	5	3	3				
				3	3	6	
15'	6	2	2				
				50/3		52+	
20'							
25'							

DENTE ENGINEERING, P.C.						SUBSURFACE LOG B-3	
PROJECT: Mountainview Drive (CR 14) Bridge						DATE	START: 3/15/12 FINISH: 3/15/12
LOCATION: Willsboro, New York						METHODS: 3-1/4" Hollow Stem Augers with	
CLIENT: Creighton Manning Engineering						ASTM D1586 Sampling Methods	
JOB NUMBER: FDE-12-039						SURFACE ELEVATION: ± 348.0'	
DRILL TYPE: CME 45C Trailer Mounted Rig						CLASSIFICATION: O.Burns	

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
5'	1	11	9				FILL: Brown Fine to Coarse SAND and ASPHALT Grades Brown Fine to Coarse SAND, Little Gravel, Little Silt (MOIST, FIRM TO LOOSE) POSSIBLE FILL: Brown Fine to Medium SAND, Little Gravel, trace silt, Moist <div style="text-align: center;">(MOIST, LOOSE)</div>
	2	3	3				
	3	2	2				
	4	3	3				
	5	2	3				
10'	6	3	4				Grades Wet ----- Boulders or Possible Bedrock at 11.4' Depth
15'		Core Run #1 14.5' to 19.5' Depth Recovery = 82% RQD = 68%					Gray GNEISS, Hard, Sound, Thin Bedded to Thick Bedded, Occasional Horizontal Fractures
20'							Groundwater measured at 10.2' depth within borehole upon completion of soil sampling.
25'							

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Appendix B

Utility Agreements

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P.I.N. 1759.25

**FEDERAL AID - LOCAL PROJECTS
UTILITIES INVENTORY REPORT**

Sheet 1 of 1

Essex County Department of Public Works

Project Description Mountainview Drive over Cold Brook

SPONSOR'S NAME Anthony J. LaVigne, Superintendent

Letting Date June 4, 2013

☐ Initial ☒ Final

Date Inventory to DQAB _____ Revised _____

REF NO	NAME AND DESCRIPTION OF UTILITY SCOPE AND LOCATION OF WORK REQUIRED	PRESENT LOCATION	RELOCATION DATA				DESIGN APPRVL DOC. TO UTIL.	DESIGN APPRVL MEMO TO UTIL.	UTILITY WORK AGRMT NYSDOT	AUTHORIZATION AND REMARKS
			Y/ N	R/N R	COST EST.	WHEN?/BY?				
1B	Verizon will relocate their underground and overhead telephone lines to utilize a pole owned by NYSEG and will remove the existing two (2) poles from the site.	County ROW	Y	NR	\$0	2 weeks after notice to proceed	N/A	N/A	N/A	

DISPOSITION OF UTILITIES

PIN 1759.25 CR68 over Cold Brook

TOWN OF WILLSBORO, ESSEX COUNTY, NEW YORK

Date: April 30, 2013

UTILITY REFERENCE NUMBER OR DESCRIPTION	LOCATION BY CENTERLINE STATION	OFFSET FROM CENTERLINE		UTILITIES AFFECTED							PROPOSED DESIGN CONFLICT WITH EXISTING UTILITIES	RELOCATION REQUIRED		PRESENT LOCATION		DISTANCE OF ROW FROM EXISTING CL		DISTANCE FROM EXISTING CL TO TOP OR TOE OF SLOPE		MINIMUM DISTANCE UTILITIES MUST BE MOVED	REMARKS
		LEFT	RIGHT	POWER	TELEPHONE	CABLE	GAS	WATER	SEWER	OTHER		YES	NO	EXISTING ROW	PRIVATE	LT	RT	LT	RT		
County Road 68																					
<unlabeled>	M 5+90.0		17.3 ft								Pole located within the proposed roadway shoulder break area	X		X		33.0 ft	33.0 ft				Unused utility pole to be removed by Verizon
Telephone pedestal	M 5+95.0		20.0 ft		X						Pedestal does not conflict with the proposed roadwork			X							Pedestal may need to move to accommodate the new pole location

**FEDERAL AID – LOCAL PROJECTS
UTILITY WORK AGREEMENT**

Since the construction, reconstruction, or maintenance of the transportation project described below, identified as:

Capital Project Identification No. 1759.25

F.A. Project No. 1759.25

ROW Declaration No. _____

Map Nos. _____

Parcel Nos. _____

County of Essex

Contract No. _____

Project Description: The CR68 (Mountainview Drive) over Cold Brook Bridge Replacement

necessitates the adjustment of utility facilities as hereinafter described, the owner, Verizon, of said facilities herewith agrees with the Local Sponsor that this agreement shall apply to the accommodation of these utility facilities. Any adjustment of said facilities will be accomplished under the terms of this agreement, in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way, in compliance with the attached Special Notes and in accordance with the contract plans, specifications, proposal, amendment(s) or change order(s).

I. Existing Facilities (describe type, size, capacity, location, etc.)

The existing overhead telephone utilities run along the south side of County Road 68 (Mountainview Drive) and cross the road east of the structure carrying CR68 over Cold Brook. The utilities are presently located on Essex County Right-of-Way as shown on the plans for the proposed transportation project. The utilities are to be adjusted as follows:

Verizon shall relocate their overhead and underground phone lines, as required, to utilize the new pole previously set by NYSEG to accommodate the equipment necessary to construct the new bridge as noted in the attached Disposition of Utilities Worksheet. Verizon shall also remove the existing two poles (PP BA 210 and unlabeled) and the telephone pedestal (if it is no longer being used) on the south side of CR68. Time frames shall be as indicated in the attached Special Note.

for an estimated \$0.00.

II. Financial Responsibility in Accordance with Section 81 of the Highway Law (check appropriate boxes):

- ☒ A. The facilities to be adjusted under the terms of this agreement are subject to Section 52 of the State Highway Law, and the cost of this adjustment is the sole responsibility of the owner.
- ☐ B. Subdivision 24 of Section 10 of the State Highway Law enables the Local sponsor to provide at the expense of the State, for adjustment to a municipally owned utility when such work is necessary as a result of State highway work.

- ☐ C. Subdivision 24-b of Section 10 of the State Highway Law enables the Local Sponsor to participate in the necessary expenses incurred for adjustment of privately, publicly or cooperatively owned facilities, municipal utility facilities, or facilities of a corporation organized pursuant to the State Transportation Corporation's law.
- ☐ D. The owner will develop and keep a record of costs in accordance with the New York State Department of Transportation (NYSDOT) Utility Reimbursement Procedure Manual, and with the Federal Highway Administration (FHWA) Federal Aid Policy Guide, Part 645, or as indicated below:

III. Physical Adjustment Method (check appropriate boxes):

The actual adjustment or design engineering will be performed by the following method(s):

- ☐ 1) Contract let by the Local Sponsor _____
- ☐ 2) Contract let by the Owner (check applicable statement):
 - ☐ a. Best Interests of Local Sponsor
 - ☐ b. Owner not sufficiently staffed or equipped.
- ☒ 3) By the Owner's forces _____

IV. Betterment, Salvage, and Depreciation Credits Due the Project (check appropriate boxes):

- ☒ 1) There will be no extension of service life, improved capacity or any other betterment of the facility (as defined by the Utility Reimbursement Procedure Manual and by FHWA Federal Aid Policy Guide Part 645) as a result of the adjustments made pursuant to this agreement.
- ☐ 2) There is betterment described as follows:

- ☐ 3) The owner will not claim reimbursement for that betterment portion of the work, but will duly account for it as required by applicable NYSDOT and FHWA procedures.
- ☐ 4) The owner agrees to comply with the requirements of the NYSDOT Utility Reimbursement Procedure and FHWA Federal Aid Policy Guide Part 645 with the respect to salvage and depreciation credits when applicable.

V. General Covenants

The owner hereby agrees to accept full title and responsibility for the adjusted facility in writing upon satisfactory completion of the work. Such acceptance will acknowledge the owner's responsibility to maintain the facility in accordance with all applicable codes, standards and regulations, including his obligation, where applicable, to remove any or all of the facility from the highway all in accordance with the Rules and Regulations Governing the Accommodation of Utilities within the State Highway Right-of-Way. All compensable claims covered by this agreement will be included in one of the following:

1. A Privately Owned Property Agreement executed prior to the performance of the work.
2. A Municipal Agreement executed prior to performance of the work.
3. Such other agreement as approved by NYSDOT Office of Legal Affairs

VI. References

The following documents are herewith incorporated in this agreement be reference (check appropriate boxes):

- ☐ A. Federal Highway Administration's Federal Aid Policy Guide Part 645.
- ☒ B. Contract Documents: Contract number _____
Capital PIN 1759.25
Plan sheets No. ST-1
- ☐ C. Owner's Plan Sheets _____
- ☐ D. Owner's estimate sheets form No. _____
- ☐ E. Resolution Dated _____ by _____
- ☐ Granting the Local Sponsor authority to perform the adjustment for the owner.
- ☐ Agreeing to maintain facilities adjusted via Local-let contract.
- ☒ F. Certification by the owner or his agent that he has the legal authority to enter into this agreement

<u>Jeffrey P. Williams</u>	<u>[Signature]</u>	<u>Deputy</u>	<u>4-22-13</u>
(Print/Type Name - Owner or Agent)	Signature	Title	Date
<u>[Signature]</u>	<u>DPW SUPERINTENDENT</u>		<u>04-25-13</u>
For Local Sponsor	Title		Date

For NYSDOT Commissioner of Transportation

Title

Date

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Appendix C
Right-Of-Way Clearance Certificate

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RIGHT OF WAY CLEARANCE CERTIFICATE

To: Regional Real Estate Office, Region I
From: Anthony LaVigne, DPW Superintendent
PIN: 1759.25
Local #

Date: April 18, 2013
Local Sponsor: Essex County
Project: CR68 (Mountainview Dr) over Cold Brook
Acquiring Agency: Essex County

I certify that; the right-of-way has been or will be acquired in accordance with the Highway Law, the Eminent Domain Procedure Law, "Uniform Relocation Assistance Real Property Acquisition Policies Act of 1970 and as amended", and Title 23 of the Code of Federal Regulations, Part 635, Section 309, Para. (c) (when applicable), and that the status of the right-of-way is as follows:

Select: a, b or c

- ☒ (a) No right of way (including clearance of the existing right of way) is required for the project.
- ☐ (b) All of the necessary rights of way, including control of access rights have been acquired including legal and physical possession. All payments/deposits are completed. If applicable, "Statement of Donations" attached. There are no improvements existing that need to be removed or demolished and/or all occupants have vacated the land and/or improvements and the Department has the physical possession and the right to remove.
- ☐ (c) All the necessary rights of way, including control of access rights have not been completed, however, the acquisitions are being progressed and all legal and physical possession will be completed prior to advertising for bids (see attached ROW 9-15A "Acquisition and Clearance Status Report" for completion schedule).

Project description:

No. of maps required for project:	0
No. of Claimants:	0
No. of maps not requiring payment:	0
No. of Relocations required:	0
No. of Relocations completed:	0
No. of maps paid to date:	0
No. of maps deposited to date:	0

Completed Project Checklist and Property Checklist not required.

Date: _____

Date: APRIL 18, 2013

NYSDOT Real Estate Officer

Anthony LaVigne
Local Official
Title:

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Appendix D
Standard Clauses for Essex County Contracts

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APPENDIX D - STANDARD CLAUSES FOR ESSEX COUNTY CONTRACTS

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. Termination

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 but 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. **Damage/Injury To Persons & Property**

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;
- (f) 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, be 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) **Definitions.** 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) Permitted Uses and Disclosures by Contractor.

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) Termination for Cause.

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 its 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 its 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 Services'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

CONTRACTOR: _____

W I T N E S S E T H :

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.

2 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).

4. 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.

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 WHEREOF this instrument has been executed this ____ day of ____
_____, 20__.

Releasor

By: _____

(Print Name)

(Title)

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

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__.

Notary Public

CONTRACTOR FINAL PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: _____

OWNER: _____ ESSEX COUNTY _____

CONTRACTOR: _____

W I T N E S S E T H :

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.

2 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 \$_____, 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 WHEREOF this instrument has been executed this ____ day of _____, 20__.

Contractor

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__.

Notary Public

CONTRACTORS AFFIDAVIT RELATIVE TO FINAL PAYMENT

PROJECT: _____

OWNER: _____ ESSEX COUNTY _____

CONTRACTOR: _____

W I T N E S S E T H :

The herein below designated representative of the Contractor being duly sworn deposes and states:

1. He is duly authorized to sign this Affidavit on behalf of the Contractor.
2. That all payrolls, bills for materials and equipment, and other indebtedness connection with the work for which the County or the County's property might be responsible or encumbered have been paid or otherwise satisfied and there remain no further indebtedness or bills outstanding.
3. Attached hereto and made a part hereof is a valid certificate of insurance evidencing that insurance required by the contract documents will remain in full force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the owner.
4. Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents.
5. Attached hereto and made a part hereof at Schedule B is a detailed list of all sub-contractors and material suppliers.
6. Contractor warrants and represents that all sub-contractors, material suppliers and fringe benefit trust funds for employees of contractor and sub-contractors on the portion of the project encompassed by the work, as well as all workers and persons employed in connection therewith have been paid in full for all labor and work and materials furnished.
7. Contractor releases and waives any and all public improvement lien rights which contractor has against the County.

IN WITNESS WHEREOF, deponent has executed this document on ____ day of ____

_____, 20____.

Contractor

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____.

Notary Public

SUBCONTRACTOR/SUPPLIER PROGRESS PAYMENT
WAIVER, RELEASE AND DISCHARGE

PROJECT: _____

OWNER: _____ ESSEX COUNTY _____

CONTRACTOR: _____

SUBCONTRACTOR/SUPPLIER: _____

W I T N E S S E T H :

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 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

Notary Public

SUBCONTRACTOR/SUPPLIER FINAL WAIVER, RELEASE AND DISCHARGE

PROJECT: _____

OWNER: _____ ESSEX COUNTY _____

CONTRACTOR: _____

SUBCONTRACTOR/SUPPLIER: _____

W I T N E S S E T H :

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 WHEREOF this instrument has been executed this ____ day of ____
_____, _____.

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

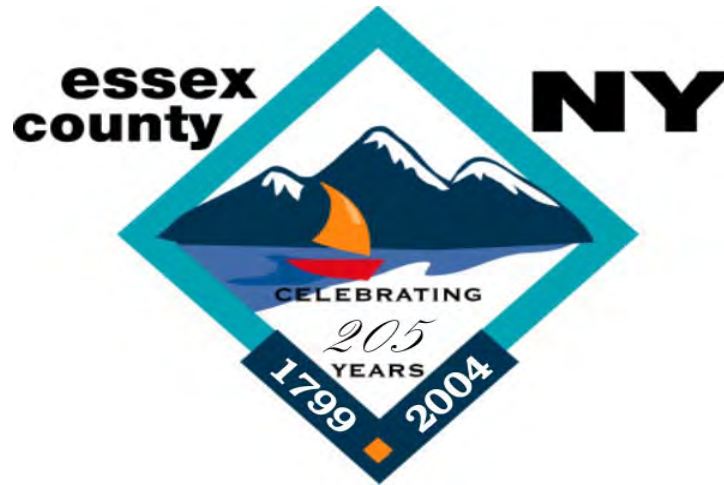
Sworn to before me this ____
day of _____, 20__.

Notary Public

Appendix E
Essex County General Specifications for Procurement
Contracts

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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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PART I
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. EXTRANEIOUS 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 / 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.

(d) 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.

GENERAL

72. 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.

73. 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

74. SOFTWARE LICENSE GRANT *Unless otherwise set forth in the Bid Specifications or Contract, where Product is acquired on a licensed basis 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 have 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.

(f) Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or 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 after 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.

75. 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.

76. 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.

77. 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.

78. 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 Contractor's 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.

79. 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.

80. 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.

81. 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.

82. 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.

83. 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.

84. 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.

85. 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.

86. 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 MERCHANTABILITY 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.

87. 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.

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Appendix F

Environmental Permits

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COPY**Adirondack
parkagency**P.O. Box 99 • Ray Brook, New York 12977
(518) 891-4050 www.apa.ny.gov**APA General Permit
2002G-3AAR**

Permit Number:

2013-62**Application and Certification for Certain Minor
Regulated Activities in APA-jurisdictional
Freshwater Wetlands**

Instructions: Please answer all of the questions in each section and complete the required attachments. Submit this form with the required attachments in person or by mail to the Deputy Director, Regulatory Programs, Adirondack Park Agency at the above address. A site visit by Agency staff is required. You may not begin regulated activities at the project site until you have received this certification signed by Agency staff.

Section AName of Project Sponsor: **ESSEX COUNTY**Authorized Representative: **MICHAEL D. PANICHELLI**Mailing Address: **ESSEX COUNTY DPW, 8053 U.S. ROUTE 9, ELIZABETHTOWN, NY 12932**Telephone Number (daytime): **518-873-6326**FAX: **518-873-9195****Prior Agency Contact:**

Have you had any previous discussions with Agency staff regarding the proposed activities involving wetlands or has any Agency staff visited the project site with you or your representative?

☐ No
☒ YesYes, staff person's name: **TOM SAEHRIG AND MARY O'DELL**Date of Contact: **OCTOBER 2011 AND MARCH 2013****RECEIVED****APR 01 2013****Adirondack Park Agency**

Has the project site been the subject of a past Agency action (i.e., project permit, order, variance, jurisdictional inquiry, enforcement case or wetland flagging)?

☐ No
☐ Do not know
☒ Yes

Do not know

Yes, If known, provide the following number and date:

Past Project Permit, Order or Variance Number: **A2013-38**

Jurisdictional Inquiry Number: _____

Enforcement Case Number: _____

Wetland Boundary Flagging : **MARY O'DELL-OCTOBER 17, 2011****RECEIVED****APR 05 2013****M.J. ENGINEERING AND
LAND SURVEYING, P.C.****Contractor (if any, doing the proposed work in wetlands):**Name of Company: **TBD**

Authorized Representative: _____

Mailing Address: _____

Telephone No: _____

FAX: _____

Project Site Location:

Town(s): WILLSBORO

Village:

County (ies): ESSEX

Nearby Road(s): COUNTY ROUTE 68

Nearby Waterbody: COLD BROOK

Tax Map Number (s): (list all involved parcels): PROJECT IN ROW

Section _____ Block _____ Parcel _____ Section _____ Block _____ Parcel _____

Brief Project Description:

REPLACEMENT OF THE COUNTY ROUTE 68 BRIDGE OVER COLD BROOK. PROPOSED WETLAND IMPACTS INCLUDE 0.003 ACRES OF TEMPORARY IMPACTS. SIXTY (60) FEET OF STONE FILL FOR SLOPE PROTECTION WILL BE PLACED ALONG EACH OF THE STREAM BANKS. THIRTY-SEVEN (37) CY OF EXCAVATION AND THIRTEEN (13) CY OF FILL BELOW OHW.

By signing this permit application, the project sponsors agree to strictly comply with the terms and conditions of this application and certification.

X  _____
Signature of Project sponsor

X  _____
Signature of Project Site Landowner(s)

X _____
Signature of Authorized Representative(s) (if designated above)

Section B**Certain Regulated Activities in Wetlands****Applicability:**

1. This general permit only applies where the sole basis of Agency permit jurisdiction over the project activity in question is due to involvement of wetlands pursuant to Section 810(1) of the APA Act or where the activity constitutes a "regulated activity" pursuant to 9 NYCRR 578.3 in or significantly impairing wetlands.
2. This general permit may not be used if the wetland activity in question also requires Agency approval due to involvement of a larger project, such as a subdivision or new land use or development under Sections 810 or 814 of the Adirondack Park Agency Act or for "rivers

projects" under the New York State Wild, Scenic and Recreational Rivers System Act and 9 NYCRR Part 577 or requires a variance under Section 806 shoreline restrictions.

Field Visit Requirements: (to be completed by the project project sponsor prior to the field visit by Agency staff unless otherwise agreed to in advance by Agency staff)

1. Field delineate with stakes the centerline of any driveways, roads, underground or overhead utilities, utility poles, culverts or other structures to be located within wetlands.
2. Field delineate with stakes or colored flagging (except blue) the approximate location of all property lines that are located within 100 feet of the edge of any proposed work area.
3. Identify with colored flagging (except blue) or stakes the limits of the proposed temporary and/or permanent fill in wetlands.
4. Field delineate with stakes any new power poles to be located in wetlands.

Required Attachments: (your application will not be processed without all required attachments)

1. Attach a copy of current deed of record for the project site.
2. Attach a Property Boundary Map which may be either a labeled and scaled copy of a survey map, deed plot or current real property tax map clearly showing the property boundaries and labeled with the tax map number(s).
3. Attach a site plan map scaled at 1" = 40' (one inch equals forty feet) for each work site involving or affecting wetlands. Showing existing site conditions and the proposed development activities, including all existing and proposed roads, driveways, buildings, utility poles, lines and anchors, and drainage structures, temporary and permanent easements, areas of existing vegetation labeled as to covertime, limits of proposed vegetative clearing, existing wetland boundaries, limits of wetland disturbance or filling, and proposed mitigation, including wetland replacement areas, if any. The map should clearly show the date and name and title of the person who prepared the map.
4. Provide scaled sketches of the proposed work areas and activities, including plan view and cross sections through the area of wetland fill, plans and details of any temporary or permanent structures to be placed in or affecting wetlands, and temporary and permanent erosion and sediment control practices to be employed.
5. Attach a written explanation describing all of the following:
 - a) The purpose and need for the proposed activity involving or affecting existing wetlands,
 - b) why there is no practicable alternative to avoid working in the wetlands,
 - c) how impacts to the wetlands have been avoided and minimized to the greatest extent practicable,
 - d) the quantity in square feet of temporary excavation or fill and permanent excavation or fill,

- e) all temporary and permanent erosion and sediment control practices to be used to protect the wetlands during and after construction,
- f) final site stabilization and restoration methods (e.g., topsoiling and seeding, planting of trees and shrubs), including plant names and sizes,
- g) all other proposed compensatory mitigation measures, including constructing replacement wetlands, if any, and construction activities sequence of work and proposed start date and estimated completion date.

Section C

CONDITIONS

1. The activities in or affecting existing APA-jurisdictional wetlands described in this application and in the required attachments may not be undertaken unless or until this application and certification is signed by authorized Agency staff.
2. Failure to comply with this general permit and approved attached site plan is a violation and may subject the project sponsor, successors and assigns to civil penalties and other legal proceedings, including modification, suspension or revocation of the permit.
3. By signing the application and certification, the permittee(s) and their contractor(s), if any, accept full legal responsibility for all damages, direct or indirect, of whatever nature and by whomever suffered, arising out of the project.
4. The Agency may conduct on-site investigations, examinations and evaluations as it deems necessary to ensure compliance with the terms and conditions of this permit. Such activities shall take place at reasonable times and upon advance notice where possible.
5. At the written request of the Agency, the permittee shall report in writing the status of the project, including details of compliance with any terms and conditions of this permit.
6. The permittee shall notify the Agency in writing of the project completion within five working days after the work authorized by the approved permit has been successfully completed.
7. All mobilization of equipment and materials shall occur prior to undertaking the work involving or affecting wetlands and shall be completed in the shortest necessary time span.
8. This permit does not grant the permittee any right to trespass upon the lands of, or interfere with the riparian rights of others in order to perform the permitted work, nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

9. The permittee shall require that any agent, contractor, project engineer, or other person responsible for the overall supervision of this project read and understand this permit and approved plans and all terms and conditions prior to undertaking the project. Copies of the signed permit and approved plans shall be kept at the project site during all construction activities.
10. Any deviation from the type of project authorized by this permit or failure to comply precisely with all the terms and conditions of this permit and approved plans must be expressly approved in writing and in advance by authorized staff of the Agency.
11. The work shall be scheduled and conducted during drier periods (not during major storm events, spring runoff, and thawing conditions) to avoid and minimize erosion of soils and to prevent silting and muddying of wetlands or surface waterbodies.
12. Prior to construction, including clearing and grubbing, silt fence, as shown on the approved plans, shall be properly installed with the bottom buried at least four inches. Silt fence and all other erosion control measures shall be installed and maintained as specified in and shown on the approved plans.
13. No mechanized equipment shall be driven in wetlands unless expressly authorized herein. Every effort shall be made to work from upland areas and to minimize disturbances to areas adjacent to wetlands. Only tracked equipment shall be used in wetlands.
14. Any cutting of vegetation along the shorelines of navigable waterbodies shall be in conformance with the Shoreline Restrictions of Section 806 of the Adirondack Park Agency Act. (A copy of the Shoreline Restrictions or the Citizen's Guide is available upon request).
15. No waste disposal, material or excavation stockpiling, or dewatering discharge shall occur in or within 50 feet of wetlands unless specifically authorized in the project plans.
16. All equipment, including but not limited to trucks, excavators, earth drills and tractors, shovels, picks and rakes, to be used on the site shall be washed with high pressure hoses and hot water prior to being brought on the site. The intent of this condition is to insure invasive plant species are not spread to the construction site.
17. The regulated wetland activities authorized herein, including site restoration activities, shall be completed by October 15, 2014.
(Date to be filled in by APA Representative)

SPECIAL CONDITIONS BY ACTIVITY

Underground utility line installation, repair or replacement

18. The installation or repair of underground utility lines shall not result in significant change in the preconstruction contours, flow or watertable characteristics of the wetland.
19. The area of wetland disturbance shall be limited to the minimum necessary to construct the utility line. Clearing of existing vegetation shall be limited to that material which poses an immediate hazard or hindrance to construction activities. Grading and grubbing of the wetland shall be minimized to the greatest extent practicable.

20. Where trenching for the installation or repair of underground utilities in wetlands, the top 12 inches of wetland soil shall be first removed and temporarily placed onto a geo-textile blanket running parallel to the trench. Sub-grade soils dug from the trench shall be sidecast on the opposite side of the trench onto another geo-textile blanket running parallel to the trench. All sidecast material shall be placed and stabilized in such a manner so as to prevent its dispersion by normal or high water flows.
21. The length of trench to be opened should be only that which can be opened and completed in one day. After installation or repair of the underground utilities, including placement of bedding materials, the sub-grade soils shall be backfilled into the trench, followed by the surface wetland soils. The wetland soil should be left 3 to 6 inches above the surrounding undisturbed wetland surface to allow for settling. All excess material must be removed to upland areas and stabilized immediately upon completion of construction. The geo-textile blanket can be utilized for the next trench section or rolled up and taken offsite after the work is completed.

Culvert repairs, replacements, and extensions or new installations in wetlands

22. Existing pipe and box culverts shall be replaced at their existing location. Replacement culverts shall be installed so as to preserve the pre-construction water levels and flows and shall not inhibit the natural movement of fish. If the activity involves a DEC classified stream, also obtain and comply with an ECL Article 15 permit.
23. New culverts shall be installed so as to preserve the preconstruction water levels and flows and shall not inhibit the natural movement of fish.

Temporary access or detour drives, work pads or water control structures in wetlands

24. Any fills required for temporary construction access, detour and work pad facilities shall be of clean, heavy stone fill or other non-erodible material placed on geo-textile fabric up to the ordinary high water elevation.
25. Temporary construction access, detour and work pad facilities (including necessary fills) shall be located so as to avoid or minimize disturbance of the wetland, and appropriate temporary drainage measures must be taken to maintain preconstruction water flows and watertable characteristics.
26. Temporary water control structures (i.e. cofferdams) shall be of the type and size, and shall be placed in such a manner, so as to not impair surface water flow into or out of the wetland.
27. Temporary water control structures (i.e. cofferdams) shall be constructed of non-erodible materials, and located in such a manner, so as to prevent its dispersion or movement by normal or high water flows.
28. Temporary construction access, detour and work pad facilities (including necessary fills) shall be entirely removed following completion of construction activities, and the affected and adjacent area successfully restored to its preconstruction condition, including replacement planting of native trees and shrubs.

Widening or improvements to existing roads, driveways, or trails

29. Any permanent fill associated with widening or improvements to a pre-August 1, 1973 road, driveway or trail shall not exceed 300 square feet of permanent wetland excavation or fill per wetland complex. Compensatory mitigation shall be addressed as approved by Agency staff.
30. The placement of earthen fill for widening of pre-August 1, 1973 highways, bridges, driveways or trails shall be limited to the minimum necessary to bring the facility into compliance with current State design, safety and capacity standards and shall only be allowed as long as the proposed activity or improvement does not change the historic use of the facility and the property or the character of the setting.
31. Stabilize road fill with native seed and straw or wood fiber mulch or rip rap, as approved, within 3 days of completion of fill activities.

Temporary access in wetlands for survey and exploratory activities

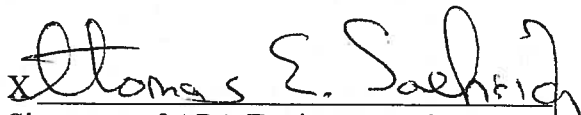
32. Any fills required for temporary access facilities shall be of clean, heavy stone fill or other non-erodible material placed on geo-textile fabric up to the ordinary high water elevation.
33. All test wells, test pits and bore holes located in wetlands shall be backfilled to the fullest extent possible with soil excavated from the well, pit or hole, with the upper 12 inches of wetland soil returned to the top of the hole. All excess material shall be immediately removed from the wetland and adjacent area and stabilized immediately upon completion of the activity.
34. The area of wetland disturbance shall be limited to the minimum necessary to perform the survey and/or exploratory activity. Cutting of existing vegetation shall be limited to that material which poses an immediate hazard or hindrance to the necessary activity. All cut vegetation shall be immediately removed from the wetland and adjacent area upon completion of the activity. Grubbing of stumps and roots shall be avoided.
35. Temporary access facilities (including necessary fills) shall be located so as to avoid or minimize disturbance of the wetland, and appropriate measures shall be taken to maintain preconstruction water flows and watertable characteristics.
36. Temporary access facilities (including necessary fills) shall be entirely removed following completion of the necessary activity, and the affected wetland and adjacent area shall be graded, seeded and restored to replicate preconstruction conditions (except that the planting of replacement trees and shrubs is not required).
37. All slurries, dusts, and liquids and other materials brought to the surface during drilling activities will be carried or pumped into an upland location and treated in such manner so that they or any effluent derived from them are not deposited into the wetland.

Overhead Utility Pole and Line Repair or Replacement

38. The area of wetland disturbance shall be limited to the minimum necessary to repair, replace or construct the utility pole and line. Clearing of existing vegetation shall be limited to that material which poses an immediate hazard or hindrance to construction activities. Grading and grubbing of the wetland shall be minimized to the greatest extent practicable.
39. When pole replacements occur in wetlands, the existing poles to be replaced shall be removed completely from the wetland, including that portion of the pole that was buried.
40. Whenever practicable, access through wetlands shall be done on frozen ground or with the use of wide-tracked vehicles. If temporary access or work pads are required, they shall be governed by the Conditions 22 thru 26 listed above.

(Additional conditions, if any, as determined by Agency staff)

41. If the holes for new poles are to be backfilled with gravel or other ballast, the top six inches shall be backfilled with organic soil and the final elevation around the pole shall be the same as the surrounding wetland surface.
42. This application is approved as described in the "Application for Major Project; General Information Request" received March 8, 2013 and the information attached hereto. The project shall be undertaken as described in the "Project Description" and the wetland restoration/mitigation shall be undertaken in strict compliance with Drawing W-1; Sheet 33; entitled "Wetland Restoration Plan" prepared by Creighton Manning received by the Agency and date stamped March 8, 2013 and attached hereto.

X 

Date: 4/3/13

Signature of APA Environmental Program Specialist or Wetlands Biologist

(Required before regulated activity can be started)

X 

Date: 4/3/13

Signature of Deputy Director, Regulatory Programs (or designee)

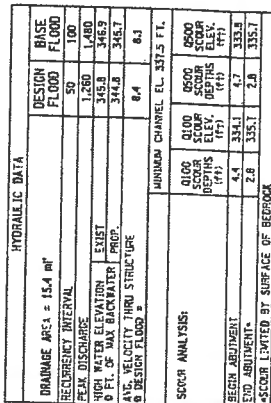
(Required before regulated activity can be started)

Attach as a part of the approved certification an 8-1/2" x 11" reduced copy of the overall site plan(s) referenced in Item 3. of the "Required Attachments" state above.

April 17, 2009

MAR 08 2013

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SCOUR ANALYSIS:		RIVER SCOUR DEPTH (ft)		CULVERT SCOUR ELEV. (ft)		BROAD SCOUR DEPTH (ft)		BROAD SCOUR ELEV. (ft)	
		4.4		334.1		4.7		333.9	
BROAD DEPTH		2.8		335.7		2.8		335.7	
END DEPTH									
SCOUR LIMITED BY SURFACE OF BEDROCK									

AS BUILT REVISIONS DESCRIPTION OF WORK:		COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK BRIDGE REPLACEMENT		P.L.N. 1754.25		DATE 12/01/2012	
NOT FOR CONSTRUCTION		SIGNATURE _____		DATE _____		DRAWING NO. ST-1	
						SHEET NO. 13	

COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK BRIDGE REPLACEMENT		P.L.N. 1754.25		DATE 12/01/2012	
TOP OF HILLSBRO					
COURTESSES					

PROPOSED PLAN & ELEVATION:		DRAWING NO. ST-1		SHEET NO. 13	
ALL DIMENSIONS IN 1" UNLESS OTHERWISE NOTED		CONTRACT NUMBER		D800000	

1" = 20'		CONTRACT NUMBER		D800000	
DRAWING NO. ST-1		SHEET NO. 13			

NOT FOR CONSTRUCTION

SIGNATURE

DOCUMENT NAME:	1759.25 cash 090 01 1900
----------------	--------------------------

AS BUILT REVISIONS
DESCRIPTION OF WORK.

BRIDGE REPLACEMENT

EXCELLENT

QUALITY

PROPOSED PLAN & ELEVATION

DRAWING NO. ST-1

SHEET NO. 13



JOINT APPLICATION FORM

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For Permits/Determinations to undertake activities affecting streams, waterways, waterbodies, wetlands, coastal areas and sources of water supply.

New York State

You must separately apply for and obtain separate permits/Determinations from each involved agency prior to proceeding with work. Please read all instructions.

Adirondack Park Agency

US Army Corps of Engineers (USACE)

APPLICATIONS TO	2. US Army Corps of Engineers	3. NYS Office of General Services	4. NYS Department of State
1. NYS Department of Environmental Conservation Check all permits that apply: <input checked="" type="checkbox"/> Stream Disturbance <input checked="" type="checkbox"/> Excavation and Fill in Navigable Waters <input type="checkbox"/> Docks, Moorings or Platforms <input type="checkbox"/> Dams and Impoundment Structures <input checked="" type="checkbox"/> 401 Water Quality Certification <input type="checkbox"/> Freshwater Wetlands <input type="checkbox"/> Tidal Wetlands <input type="checkbox"/> Coastal Erosion Management <input type="checkbox"/> Wild, Scenic and Recreational Rivers <input type="checkbox"/> Water Supply <input type="checkbox"/> Long Island Well <input type="checkbox"/> Aquatic Vegetation Control <input type="checkbox"/> Aquatic Insect Control <input type="checkbox"/> Fish Control <input type="checkbox"/> Incidental Take of Endangered/Threatened Species <input checked="" type="checkbox"/> I am sending this application to this agency.	Check all permits that apply: <input checked="" type="checkbox"/> Section 404 Clean Water Act <input type="checkbox"/> Section 10 Rivers and Harbors Act <input checked="" type="checkbox"/> Nationwide Permit(s) - Identify Number(s): 3 Preconstruction Notification - <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N <input checked="" type="checkbox"/> I am sending this application to this agency.	Check all permits that apply: <input type="checkbox"/> State Owned Lands Under Water <input type="checkbox"/> Utility Easement (pipelines, conduits, cables, etc.) <input type="checkbox"/> Docks, Moorings or Platforms <input type="checkbox"/> I am sending this application to this agency.	Check if this applies: <input type="checkbox"/> Coastal Consistency Concurrence <input type="checkbox"/> I am sending this application to this agency.

5. Name of Applicant (use full name) ANTHONY J. LAVIGNE, COUNTY HIGHWAY SUPERINTENDENT		Applicant must be: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Operator <input type="checkbox"/> Lessee (check all that apply)
Mailing Address ESSEX COUNTY DPW 8053 US ROUTE 9		Taxpayer ID (If applicant is NOT an individual):
Post Office City ELIZABETHTOWN		
State NY	Zip Code 12932	
Telephone (daytime) 518-873-6326	Email TLAVIGNE@CO.ESSEX.NY.US	

6. Name of Facility or Property Owner (if different than Applicant) SAME	
Mailing Address	
Post Office City	
State	Zip Code
Telephone (daytime)	Email

7. Contact/Agent Name MICHAEL D. PANICHELLI, PE	
Company Name MJ ENGINEERING AND LAND SURVEYING, P.C.	
Mailing Address 1533 CRESCENT ROAD	
Post Office City CLIFTON PARK	
State NY	Zip Code 12065
Telephone (daytime) 518-371-0799	
Email MPANICHELLI@MJELS.COM	

8. Project / Facility Name C.R. 68 OVER COLD BROOK		Property Tax Map Section / Block / Lot Number N/A	
Project Location - Provide directions and distances to roads, bridges and bodies of waters: COUNTY ROUTE 68 (MOUNTAINVIEW ROAD) OVER COLD BROOK			
Street Address, if applicable N/A		Post Office City WILLSBORO	State NY
Town / Village / City WILLSBORO		Zip Code 12996	
Name of USGS Quadrangle Map WILLSBORO		County ESSEX	
Stream/Water Body Name COLD BROOK		Location Coordinates: Enter NYTMs in kilometers, OR Latitude/Longitude	
NYTM-E	NYTM-N	Latitude 44-19-28.3	Longitude 73-28-38.5

For Agency Use Only	DEC Application Number:	USACE Number:
----------------------------	-------------------------	---------------

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MAR 08 2013

JOINT APPLICATION FORM - PAGE 2 OF 2

Submit this completed page as part of your Application.

Adirondack Park Agency

9. **Project Description and Purpose:** Provide a complete narrative description of the proposed work and its purpose. Attach additional page(s) if necessary. Include: description of current site conditions and how the site will be modified by the proposed project; structures and fill materials to be installed; type and quantity of materials to be used (i.e., square ft of coverage and cubic yds of fill material and/or structures below ordinary/mean high water) area of excavation or dredging, volumes of material to be removed and location of dredged material disposal or use; work methods and type of equipment to be used; pollution control methods and mitigation activities proposed to compensate for resource impacts; and where applicable, the phasing of activities. **ATTACH PLANS ON SEPARATE PAGES.**

The purpose of the proposed project is to replace the existing County Route 68 Bridge over the Cold Brook. The project is needed due to poor condition ratings for the existing bridge. The proposed preferred alternative will increase the bridge span from 14 feet to 32 feet. The following are the impacts for the proposed project:

Temporary Wetland Impacts: 140 SF (0.003 acres), Permanent Wetland Impacts: 0 SF (0.0 acres)

Excavation below Ordinary High Water (Elevation 340.4): 37 CY

Total fill placed below OHW 13 CY

Excavation below 100-year flood level (Elevation 345.7): 183 CY

Total fill placed below 100-yr flood level: 17 CY

Length of stone fill slope protection along the stream: Approximately 60 feet on each stream bank.

The temporarily impacted wetlands will be restored prior to the completion of the project. There were no practicable alternatives to avoid impacts to the wetlands as the existing bridge is surrounded on all sides by the wetlands and waterway. Measures to minimize harm included minimal clearing limits. In addition, during detailed design, construction fence will be installed at the limits of clearing to clearly define the wetlands that are to be protected and erosion and sediment controls will be utilized and maintained during construction.

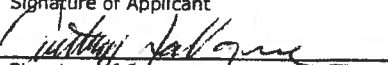

Proposed Use: <input type="checkbox"/> Private <input checked="" type="checkbox"/> Public <input type="checkbox"/> Commercial	Proposed Start Date: 4/2/2013	Estimated Completion Date: 9/30/2013
Has Work Begun on Project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, explain.		
Will Project Occupy Federal, State or Municipal Land? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please specify. ESSEX COUNTY RIGHT-OF-WAY		

10. List Previous Permit / Application Numbers (if any) and Dates:

N/A

11. Will this project require additional Federal, State, or Local Permits including zoning changes? ☒ Yes ☐ No If yes, please list:
APA, NYSDEC, USACE

12. **Signatures.** If applicant is not the owner, both must sign the application.
I hereby affirm that information provided on this form and all attachments submitted herewith is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Further, the applicant accepts full responsibility for all damage, direct or indirect, of whatever nature, and by whomever suffered, arising out of the project described herein and agrees to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from said project. In addition, Federal Law, 18 U.S.C., Section 1001 provides for a fine of not more than \$10,000 or imprisonment for not more than 5 years, or both where an applicant knowingly and willingly falsifies, conceals, or covers up a material fact; or knowingly makes or uses a false, fictitious or fraudulent statement.

Signature of Applicant 	Printed Name ANTHONY LAVIGNE	Title DPW SUPERINTENDENT	Date 02-19-13
Signature of Owner 	Printed Name MICHAEL D. PANICHELLI	Title EXECUTIVE VICE PRESIDENT	Date 3/7/13
Signature of Agent	Printed Name	Title	Date

For Agency Use Only

DETERMINATION OF NO PERMIT REQUIRED

(Agency Name) _____		Agency Project Number _____
has determined that No Permit is required from this Agency for the project described in this application.		
Agency Representative: Name (printed) _____	Title _____	
Signature _____	Date _____	

NYS Department of Environmental Conservation
MUNICIPAL GENERAL PERMIT (GP-5-12-001)
Authorization Form



Municipality: ESSEX COUNTY Contact Name: ANTHONY J. LAVIGNE

Phone Number: 518-873-6326 Email TLAVIGNE@CO.ESSEX.NY.US Fax 518-873-9195

Exact Project Location: COUNTY ROUTE 68 OVER THE COLD BROOK, WILLSBORO, NY

Stream / Water body name or DEC Wetland ID: COLD BROOK

Project Description: REPLACE THE EXISTING BRIDGE DUE TO POOR CONDITION RATING.

WETLANDS IMPACTS: 0.003 ACRES TEMP

Project Start Date: SUMMER 2013

Work during Trout prohibition period? (Cond. #8) YES ☒ NO

Project End Date: FALL 2013

In-water equipment operation? (Cond. #30) YES ☒ NO

Will Project Require a TRP for use of State land? YES ☒ NO

Not Valid Until Signed By County or Municipality: I have read and understand the GP-5-12-001 permit terms and conditions. I hereby affirm that information provided on this Authorization Form (AF) form is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Further, the County or Municipality accepts full responsibility for all damage, direct or indirect, of whatever nature, and by whomever suffered, arising out of the project described herein and agrees to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from said project. I understand that, by submitting this AF, I am agreeing to comply with all the terms and conditions of the issued GP-5-12-001 for which this AF is being submitted.

Print Name and Title: ANTHONY J. LAVIGNE

Signature: *Anthony J. Lavigne* Date: 02-17-13

Not Valid Until: This form must be completed and submitted by email, Fax or US mail to the appropriate DEC office at least three business days prior to start of project. The form section below will indicate approval or denial of project-specific conditions, if applicable, and will be date-stamped by DEC and returned to sender. The expiration date of this authorization shall be one calendar year from the date on the DEC stamp.

for projects located in Clinton, Essex, Hamilton,
Franklin counties:

NYSDEC
Division of Environmental Permits
PO Box 296, Route 86
Ray Brook, NY 12977-0296
Phone: (518) 897-1234
FAX: (518) 897-1394
email: r5dep@gw.dec.state.ny.us

for projects located in Fulton, Saratoga, Washington,
Warren counties:

NYSDEC
Division of Environmental Permits
232 Golf Course Road
Warrensburg, NY 12885
Phone: (518) 623-1281
FAX: (518) 623-3603
email: r5dep@gw.dec.state.ny.us

For DEC Use Only DEC#: 5 -

☐ Stream Disturbance (Bed and Banks)
☐ Navigable Waters (Excavation and Fill)
☐ Freshwater Wetlands
☐ 401 Water Quality Certification

NYTM-E: _____

NYTM-N: _____

Work during Trout prohibition period: Approved Denied NA

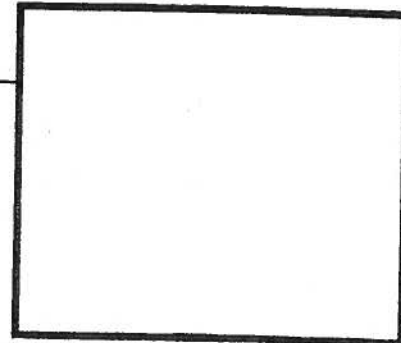
In-water equipment operation:

Approved Denied NA

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Adirondack Park Agency





Engineering and Land Surveying, P.C.

Civil • Site • Environmental • Transportation • Structural • Bridge Inspection • Construction Inspection • Architecture • Land Surveying • High-Definition Scanning

ADDITIONAL INFORMATION

- 1) At the conclusion of the construction, the temporarily impacted areas will be restored to their original grading and seeded with a seed mix similar in functionality to the following Wetland Seed Mix:

SPECIES:

Grasses

River bank Wild Rye (*Elymus riparius*), Virginia Wild Rye (*Elymus virginicus*), Creeping Red Fescue (*Festuca rubra*), Switch Grass (*Panicum virgatum*), Blunt Broom Sedge (*Carex coparia*), Fowl Bluegrass (*Poa palustris*) Tufted Hairgrass (*Deschampsia cespitosa*), Redtop (*Agrostis alba*), Creeping Bentgrass (*Agrostis stolonifera*), Soft Rush (*Juncus effusus*), Wool Grass (*Scirpus cyperinus*)

Wildflowers

Blue Vervain (*Verbena hastata*), Calico Aster (*Aster lateriflorus*), Nodding Bur Marigold (*Bidens cernua*), Common Sneezeweed (*Helenium autumnale*), Showy Tick Trefoil (*Desmodium canadense*), Boneset Eupatorium (*perfoliatum*), New England Aster (*Aster novaeangliae*), Spotted Joe Pye Weed (*Eupatorium maculatum*), New York Ironweed (*Vernonia noveboracensis*), Monkey Flower (*Mimulus ringens*)

Shrubs

Elderberry (*Sambucus canadensis*), Silky Dogwood (*Cornus amomum*), Arrow Wood (*Viburnum dentatum*), Steeple Bush (*Spiraea tomentosa*)

- 2) Construction Stage Durations:

I – 6 weeks

II – 6 weeks

- 3) Daily Traffic Count – 300 vehicles per day

- 4) Surrounding Uses – The site is surrounded by residences and open rural land on all sides with the exception of the northeast quadrant which contains the Reber Fire Company.

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Adirondack Park Agency

New Jersey

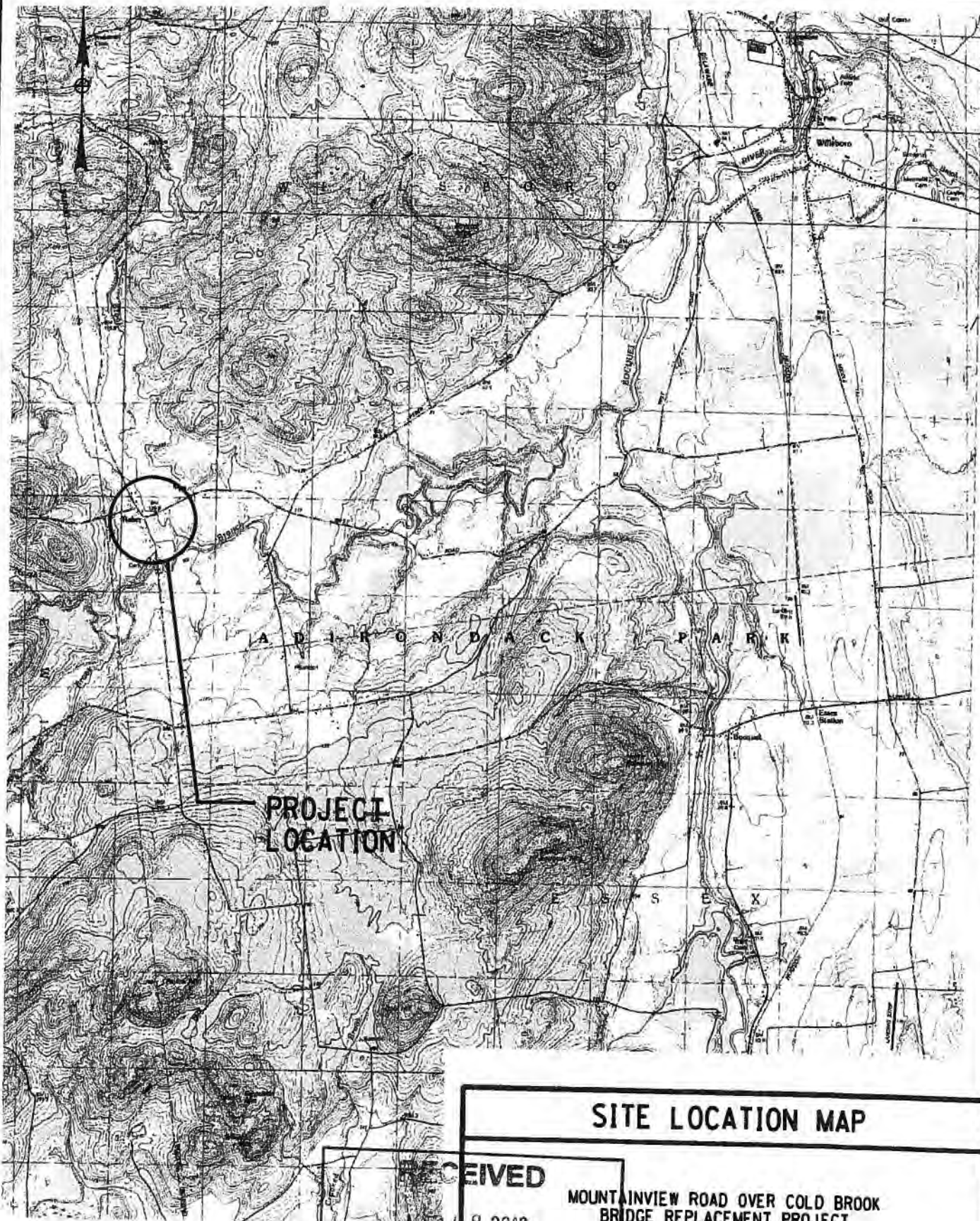
124 Flagstone Way
Sewell, New Jersey 08080

Headquarters

1533 Crescent Road
Clifton Park, New York 12065
Phone: 518.371.0799 Fax: 518.371.0822
e-mail: mjelspc@mjels.com www.mjels.com

New York City

40-11 24th Street
Long Island City, New York 11101



WILLSBORO, NY
USGS QUADRANGLE

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Adirondack Park Agency

SITE LOCATION MAP

MOUNTAINVIEW ROAD OVER COLD BROOK
BRIDGE REPLACEMENT PROJECT
TOWN OF WILLSBORO
ESSEX COUNTY

FIGURE NO.
1

SCALE
NONE

DATE
05/12



Engineering and
Land Surveying, P.C.
1635 Crescent Road - Clifton Park, NY 12065

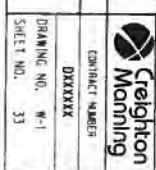
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 MAR 08 2013
 Adirondack Park Agency

AS BUILT RESTORATION
 DESCRIPTION OF WORK:
NOT FOR CONSTRUCTION
 SIGNATURE: _____ DATE: _____

COUNTY ROAD 68 MOUNTAINVIEW DRIVE OVER COLD BROOK
 BRIDGE REFERENCE: P.O.N. 1759.25
 PS&E DATE: 08/24/2012

BRIDGES: _____
 CULVERTS: _____
 ALL DIMENSIONS IN FEET UNLESS OTHERWISE NOTED

WETLAND RESTORATION PLAN
 CONTRACT NUMBER: DXXXXX
 DRAWING NO. W-1
 SHEET NO. 33



- WETLAND RESTORATION/PROTECTION NOTES:**
1. PRIOR TO THE START OF CLEARING AND DRAINAGE AND/OR ANY CONSTRUCTION ACTIVITY, THE EXISTING WETLANDS SHALL BE IDENTIFIED AND THE LOCATION OF THE WETLANDS TO BE RESTORED AND THE LOCATION OF THE WETLANDS TO BE PROTECTED SHALL BE IDENTIFIED. THE BOUNDARIES OF THE WETLANDS TO BE RESTORED SHALL BE SHOWN ON THE PLANS AND AS DELINEATED WITH A FENCE.
 2. FENCE CONSTRUCTION MEASURES AS INDICATED ON THE PLANS SHALL BE INSTALLED TO PROTECT THE WETLANDS FROM INTERFERING WITH GRADING OPERATIONS.
 3. IN ORDER TO PROTECT THE WETLANDS FROM INTERFERING WITH GRADING OPERATIONS, THE WETLANDS SHALL BE RESTORED TO THEIR ORIGINAL STATE. THE WETLANDS SHALL BE RESTORED TO THEIR ORIGINAL STATE BY RE-INSTALLING THE WETLANDS TO THEIR ORIGINAL STATE. THE WETLANDS SHALL BE RESTORED TO THEIR ORIGINAL STATE BY RE-INSTALLING THE WETLANDS TO THEIR ORIGINAL STATE.
 4. PRIOR TO FINISH GRADING OF THE WETLAND AREAS, THE FINISHED ELEVATION SHALL BE NOTED TO VERIFY THE FINISHED ELEVATION OF THE WETLANDS TO BE RESTORED AND/OR FILLING MAY BE REQUIRED AND IS TO BE SHOWN ON THE PLANS.

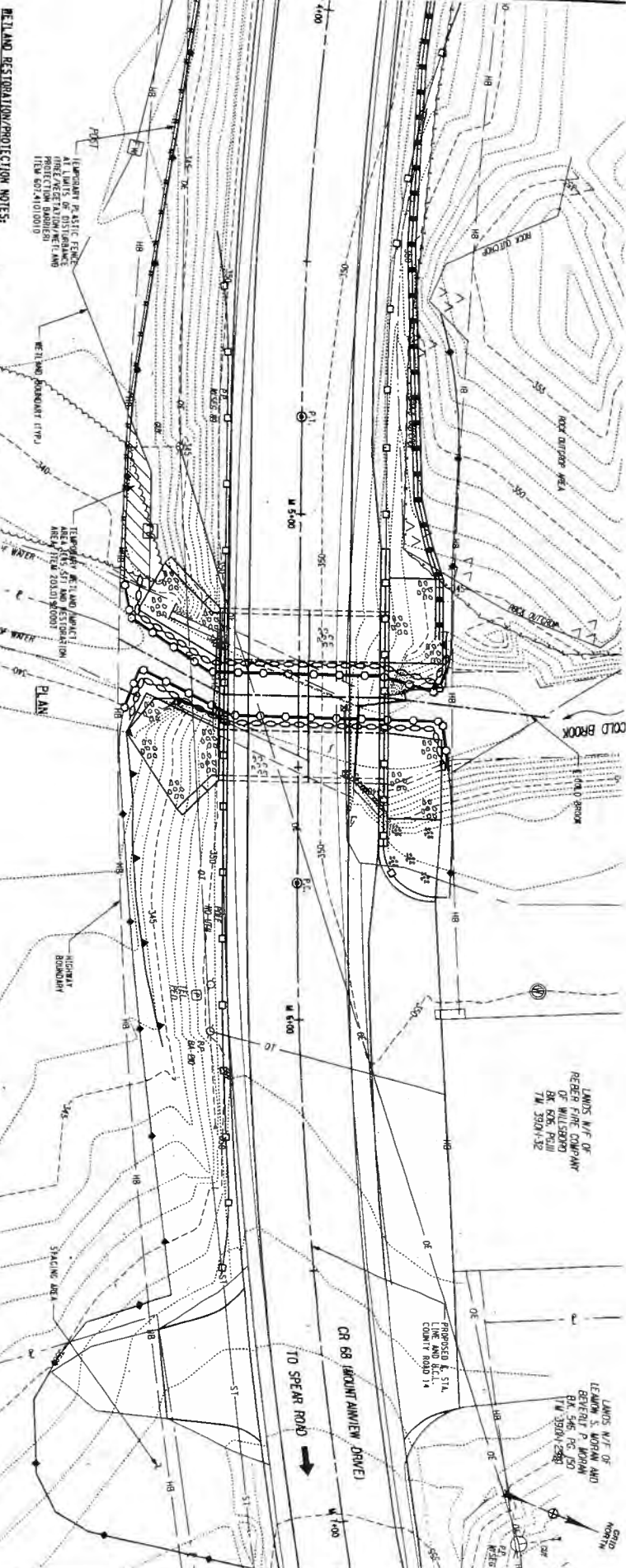
5. WETLAND AREAS TEMPORARILY DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL STATE. THE WETLANDS SHALL BE RESTORED TO THEIR ORIGINAL STATE BY RE-INSTALLING THE WETLANDS TO THEIR ORIGINAL STATE. THE WETLANDS SHALL BE RESTORED TO THEIR ORIGINAL STATE BY RE-INSTALLING THE WETLANDS TO THEIR ORIGINAL STATE.
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11. WETLAND AREAS TEMPORARILY DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL STATE. THE WETLANDS SHALL BE RESTORED TO THEIR ORIGINAL STATE BY RE-INSTALLING THE WETLANDS TO THEIR ORIGINAL STATE. THE WETLANDS SHALL BE RESTORED TO THEIR ORIGINAL STATE BY RE-INSTALLING THE WETLANDS TO THEIR ORIGINAL STATE.
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14. WETLAND AREAS TEMPORARILY DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL STATE. THE WETLANDS SHALL BE RESTORED TO THEIR ORIGINAL STATE BY RE-INSTALLING THE WETLANDS TO THEIR ORIGINAL STATE. THE WETLANDS SHALL BE RESTORED TO THEIR ORIGINAL STATE BY RE-INSTALLING THE WETLANDS TO THEIR ORIGINAL STATE.



LEGEND

- TEMP. WETLAND IMPACT ITEM 2001020007
- WETLAND BOUNDARY
- TEMPORARY DRAINAGE STRUCTURE ITEM 2001020001
- SILT FENCE, ITEM 200113

NOTES

1. CONSTRUCTION SHALL BE DONE AND STAKEOUT 100' 12" OF EXISTING 200'S IN TEMPORARY WETLAND IMPACT AREA FOR LATER USE IN RESTORATION.
2. WETLAND RESTORATION AREAS SHALL BE SEED WITH SPECIFIED SEED MIXTURE AND SPECIFIED IN ITEM 2001020001.
3. ALL SPECIFIED WETLAND AREAS SHALL BE PROTECTED BY PERMANENT EROSION CONTROL MEASURES AND FILL FOR UNDER ITEM 200113, TEMPORARY SEEDMENT CONTROL FENCE.

New York State Department of Environmental Conservation
Division of Environmental Permits, Region 5
1115 NYS Route 86, PO Box 296, Ray Brook, New York 12977
Phone: (518) 897-1234 • FAX: (518) 897-1394
Website: www.dec.ny.gov



Joe Martens
Commissioner

FAX TRANSMISSION FORM

DIVISION OF ENVIRONMENTAL PERMITS

TO: Anthony J. Lavigne

FROM: Erin Donhauser

DATE: 3/12/13

FAX NO: 518-873-9195

TOTAL NUMBER OF PAGES: 2 INCLUDING COVER PAGE
To report any problems, call (518) 897-1234.

Messages/Instructions:

Attached is your approved Municipal General Permit Authorization Form.

Thank you,

Erin Donhauser

NYS Department of Environmental Conservation
MUNICIPAL GENERAL PERMIT (GP-5-12-001)
 Authorization Form

RECEIVED
MAR - 8 2013

NYSDEC - REGION 5
 ENVIRONMENTAL PERMITS
 State Marine
 Commissioner

Municipality: ESSEX COUNTY Contact Name: ANTHONY J. LAVIGNE

Phone Number: 518-873-6326 Email TLAVIGNE@CO.ESSEX.NY.US Fax 518-873-9195

Exact Project Location: COUNTY ROUTE 68 OVER THE COLD BROOK, WILLSBORO, NY

Stream / Water body name or DEC Wetland ID: COLD BROOK

Project Description: REPLACE THE EXISTING BRIDGE DUE TO POOR CONDITION RATING.

WETLANDS IMPACTS: 0.003 ACRES TEMP

Project Start Date: SUMMER 2013 Work during Trout prohibition period? (Cond. #8) YES X NO
 In-water equipment operation? (Cond. #30) YES X NO
 Project End Date: FALL 2013 Will Project Require a TRP for use of State land? YES X NO

Not Valid Until Signed By County or Municipality: I have read and understand the GP-5-12-001 permit terms and conditions. I hereby affirm that information provided on this Authorization Form (AF) form is true to the best of my knowledge and belief. False statements made herein are punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law. Further, the County or Municipality accepts full responsibility for all damage, direct or indirect, of whatever nature, and by whomsoever suffered, arising out of the project described herein and agrees to indemnify and save harmless the State from suits, actions, damages and costs of every name and description resulting from said project. I understand that, by submitting this AF, I am agreeing to comply with all the terms and conditions of the issued GP-5-12-001 for which this AF is being submitted.

Print Name and Title: ANTHONY J. LAVIGNE
 Signature: [Signature] Date: 02-17-13

Not Valid Until: This form must be completed and submitted by email, Fax or US mail to the appropriate DEC office at least three business days prior to start of project. The form section below will indicate approval or denial of project-specific conditions, if applicable, and will be date-stamped by DEC and returned to sender. The expiration date of this authorization shall be one calendar year from the date on the DEC stamp.

for projects located in Clinton, Essex, Hamilton, Franklin counties:

NYSDEC
 Division of Environmental Permits
 PO Box 296, Route 86
 Ray Brook, NY 12977-0296
 Phone: (518) 897-1234
 FAX: (518) 897-1394
 email: r5dep@gw.dec.state.ny.us

for projects located in Fulton, Saratoga, Washington, Warren counties:

NYSDEC
 Division of Environmental Permits
 232 Golf Course Road
 Warrensburg, NY 12885
 Phone: (518) 623-1281
 FAX: (518) 623-3603
 email: r5dep@gw.dec.state.ny.us

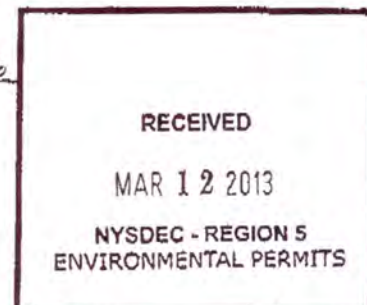
For DEC Use Only DEC#: 5 - 1552 - 00191 / 00001

☒ Stream Disturbance (Bed and Banks) NYTM-E: 621.407
☒ Navigable Waters (Excavation and Fill) NYTM-N: 4907.056
☐ Freshwater Wetlands
☒ 401 Water Quality Certification

Work during Trout prohibition period: Approved Denied NA

In-water equipment operation: Approved Denied NA

cc: Rob Fiorentino, DEC
 Kevin Bruce, ACOE
 Emily Tyner, APA





PUBLIC NOTICE

US Army Corps
of Engineers

New York District
Jacob K. Javits Federal Building
New York, N.Y. 10278-0090
ATTN: Regulatory Branch

Buffalo District
1776 Niagara Street
Buffalo, N.Y. 14207
ATTN: Regulatory Branch

**New York State Nationwide
Permit Regional Conditions,
Water Quality Certification, and
Coastal Zone Concurrence**

Issue Date: May 30, 2012

FINAL REGIONAL CONDITIONS, WATER QUALITY CERTIFICATION AND COASTAL ZONE CONCURRENCE FOR NATIONWIDE PERMITS IN THE STATE OF NEW YORK

On February 21, 2012, the U.S. Army Corps of Engineers (Corps) published a notice in the *Federal Register* (77 FR 10184 - 10290) announcing the reissuance of existing nationwide permits (NWP), general conditions, and definitions with some modifications. The Corps also issued two new NWPs, three new general conditions, and three new definitions. The NWPs became effective on March 19, 2012, and will expire on March 18, 2017. A copy of the NWPs and conditions are attached.

After the publication of the *Federal Register* notice, Corps districts began finalizing their regional conditions for the new and reissued NWPs. Regional conditions provide additional protection for the aquatic environment, by ensuring that the NWPs authorize only those activities with minimal adverse effects on the aquatic environment. Regional conditions will also help ensure protection of high value waters within the Buffalo and New York Districts. The New York State Regional Conditions were approved and finalized by the Corps Division Offices on March 16, 2012, and are enclosed. These include general conditions that apply to all NWPs as well as permit-specific conditions for NWP numbers 3, 5, 6, 7, 9, 10, 11, 12, 13, 14, 18, 19, 27, 28, 29, 33, 35, 36, 38, 39, 41, 42, 43, 44, 45, 48 and 52. These regional conditions became effective on March 19, 2012.

The New York State Department of Environmental Conservation (NYSDEC) completed the Section 401 Water Quality Certification (WQC) process for the NWP program on April 19, 2012. In summary, the NYSDEC denied WQC for NWPs 17, 21, 38, 44, 49, 50, 51 & 52; and issued WQC with special and/or general conditions for NWPs 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 18, 19, 20, 22, 23, 25, 27, 29, 30, 31, 32, 33, 34, 36, 37, 39, 40, 41, 42, 43, 45, 46 & 48. Note that NWPs 1, 2, 8, 9, 10, 11, 24, 28 and 35 do not authorize activities regulated under Section 404 of the Clean Water Act and therefore do not require a WQC. For projects where the WQC has been denied or that do not meet the general or special conditions, the use of an NWP to authorize a discharge into waters of the United States is contingent upon obtaining an individual WQC or case-specific waiver from the NYSDEC regional office (see attached agency contact information in Section K). The WQC determinations and conditions have been incorporated into the attached NWP document (see specific NWP listing and Section G). In addition, a copy of their certification letter is available at the Buffalo District and New York District web pages, listed below.

On May 21, 2012, the New York State Department of State (NYSDOS) completed their Coastal Zone Management Act (CZMA) consistency determination process. In summary, the NYSDOS concurred with the Corps consistency determination for NWP's 1, 2, 4, 5, 6, 8, 9, 10, 11, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 28, 30, 31, 33, 34, 36, 37, 38, 40, 41, 46, 48, 49, 50 & 52 where all general and all Buffalo and New York District regional conditions are complied with; concurred with the Corps consistency determination for NWP's 3, 12, 13, 14, 25, 27, 32, 35, 45 & 51 where all general and all Buffalo and New York District regional conditions are complied with as well as additional conditions of NYSDOS; and objected to the Corps consistency determination for NWP's 7, 29, 39, 42, 43 & 44 where the activities would occur anywhere within the coastal zone. A copy of their determination letter is available at the Buffalo District and New York District web pages, listed below. In addition, the NYSDOS determination has been incorporated into the attached NWP document (see Section I). For projects where NYSDOS has objected to the Corps consistency determination or that do not meet the general or special conditions, the use of an NWP to authorize an activity within New York State's coastal zone is contingent upon obtaining an individual CZMA consistency determination or case-specific presumption of CZMA concurrence from NYSDOS. Note that, for projects requiring an individual review by NYSDOS, a joint permit application package, including a completed NYS Federal Consistency Assessment Form (FCAF) and all information and data necessary to assess the effects of the proposed activity and its consistency with the coastal management program, shall be sent by the applicant to NYSDOS simultaneous with the submission of the pre-construction notification application package to the Corps, if required, and NYSDEC. For additional information regarding the NYSDOS CZMA and their application forms and requirements, please contact NYSDOS (see agency contact information in Section K).

The February 21, 2012, *Federal Register* notice is available for viewing at the Buffalo District office, the New York District office or on the Internet at <http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/NationwidePermits.aspx>.

Additional information concerning the nationwide permits and regional conditions in the State of New York can be obtained in writing to the Buffalo District at the address above, the New York District at the address above, or by reviewing the Districts' Internet Home Pages. The Buffalo District's Regulatory Internet Home Page is located at: <http://www.lrb.usace.army.mil/regulatory/>. The New York District's Regulatory Internet Home Page is located at: <http://www.nan.usace.army.mil/business/buslinks/regulat/index.php>.



Richard L. Tomer
Chief, Regulatory Branch

**Final Regional Conditions, Water Quality Certification and Coastal
Zone Concurrence for Nationwide Permits in the State of New York
Expiration March 18, 2017**

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- Buffalo & New York Districts Specific NWP Regional Conditions
- NYSDEC Specific NWP Water Quality Certification
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D. District Engineer's Decision

E. Further Information

F. Definitions

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H. NYSDEC General Water Quality Conditions (applicable to all NWPs for which Water Quality Certification has been provided)

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Final Regional Conditions, Water Quality Certification and Coastal Zone Concurrence for Nationwide Permits in the State of New York

Expiration March 18, 2017

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4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
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30. Moist Soil Management for Wildlife
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Final Regional Conditions, Water Quality Certification and Coastal Zone Concurrence for Nationwide Permits in the State of New York Expiration March 18, 2017

B. Nationwide Permits

1. Aids to Navigation. The placement of aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard (see 33 CFR, chapter I, subchapter C, part 66). (Section 10)

Permit-specific Regional Conditions (Buffalo and New York Districts): None

Water Quality Certification:

Water Quality Certification, pursuant to Section 401 of the Clean Water Act, is not required because this Nationwide Permit only authorizes activities that are regulated under Section 10 of the Rivers and Harbors Act.

New York State Department of State Coastal Zone Management Consistency Determination:

Pursuant to 15 CFR Part 930.41, the New York State Department of State (NYSDOS) concurs with the USACE consistency determination for this NWP with which all general and all Buffalo and New York District regional conditions are complied.

2. Structures in Artificial Canals. Structures constructed in artificial canals within principally residential developments where the connection of the canal to a navigable water of the United States has been previously authorized (see 33 CFR 322.5(g)). (Section 10)

Permit-specific Regional Conditions (Buffalo and New York Districts): None

Water Quality Certification:

Water Quality Certification, pursuant to Section 401 of the Clean Water Act, is not required because this Nationwide Permit only authorizes activities that are regulated under Section 10 of the Rivers and Harbors Act.

New York State Department of State Coastal Zone Management Consistency Determination:

Pursuant to 15 CFR Part 930.41, the New York State Department of State (NYSDOS) concurs with the USACE consistency determination for this NWP with which all general and all Buffalo and New York District regional conditions are complied.

3. Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure, or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project or within the boundaries of the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

Final Regional Conditions, Water Quality Certification and Coastal Zone Concurrence for Nationwide Permits in the State of New York

Expiration March 18, 2017

(b) This NWP also authorizes the removal of accumulated sediments and debris in the vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) and/or the placement of new or additional riprap to protect the structure. The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. The placement of new or additional riprap must be the minimum necessary to protect the structure or to ensure the safety of the structure. Any bank stabilization measures not directly associated with the structure will require a separate authorization from the district engineer.

(c) This NWP also authorizes temporary structures, fills, and work necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 31). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Sections 10 and 404)

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

Permit-specific Regional Conditions (Buffalo and New York Districts):

a. The Nationwide General Permit Condition No. 31 – Pre-Construction Notification (PCN) for activities proposed under NWP 3.b. involving the removal of accumulated sediments and debris in the vicinity of existing structures to restore the waterway to previously existing depths, must include evidence of such depths. Such evidence may include but is not limited to: construction drawings of the original structure; or project drawings of past excavation activities in the vicinity. If this information is not available, the PCN must include evidence of the existing depths immediately outside the proposed work area.

b. Every effort should be made to prevent additional encroachment into the beds of New York waterbodies. All repair or rehabilitation activities should focus on using the area immediately landward of the existing structure. Bulkhead replacement shall be completed in-place or landward of the existing structure where practicable. When that is not practicable, a PCN shall be required for any encroachment proposed within tidal waters of the U.S. or any extensions that exceed 18 inches waterward of the existing bulkhead within non-tidal waters. The PCN must include justification for a waterward extension of the bulkhead (e.g geologic conditions, engineering requirements, etc).

Final Regional Conditions, Water Quality Certification and Coastal Zone Concurrence for Nationwide Permits in the State of New York

Expiration March 18, 2017

New York District Only Permit-specific Regional Condition:

c. For those activities that require a PCN to the Corps of Engineers, and are located within Essential Fish Habitat waters as defined in Section G-D.8. below, to the maximum extent practicable, no in-water work shall occur between March 1 and June 30.

REMINDER TO APPLICANT: For projects involving culvert maintenance or replacement, please take particular note of the requirements of General Regional Conditions A.11. and A.12., below.

Section 401 Water Quality Certification:

The New York State Department of Environmental Conservation (NYSDEC) has granted blanket Section 401 Water Quality Certification in New York State provided that the project complies with **all** the General Conditions listed below in Section H. Any party conducting the activities authorized by this NWP that cannot comply with **all** these conditions must apply for and obtain an individual Section 401 Water Quality Certification from the NYSDEC.

New York State Department of State Coastal Zone Management Consistency Determination:

Pursuant to 15 CFR Part 930.41, the New York State Department of State (NYSDOS) concurs with the USACE consistency determination for this NWP with which all general and all Buffalo and New York District regional conditions are complied and with the additional condition(s), as follows:

The NYSDOS concurs with the Corps' consistency determination for NWP 3 anywhere in the New York coastal area where the activities to be authorized would:

- involve the repair/replacement in-place or landward, with no seaward expansion or increase in footprint; or
- for those activities proposed within the artificial canals located in Nassau and Suffolk Counties identified in Appendix A.

For activities that do not comply with the above condition, the NYSDOS objects to the Corps' consistency determination and therefore, an individual consistency concurrence determination from NYSDOS is required for this NWP to be valid in the New York coastal area. See Section I below for further information.

4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities. Fish and wildlife harvesting devices and activities such as pound nets, crab traps, crab dredging, eel pots, lobster traps, duck blinds, and clam and oyster digging, fish aggregating devices, and small fish attraction devices such as open water fish concentrators (sea kites, etc.). This NWP does not authorize artificial reefs or impoundments and semi-impoundments of waters of the United States for the culture or holding of motile species such as lobster, or the use of covered oyster trays or clam racks. (Sections 10 and 404)

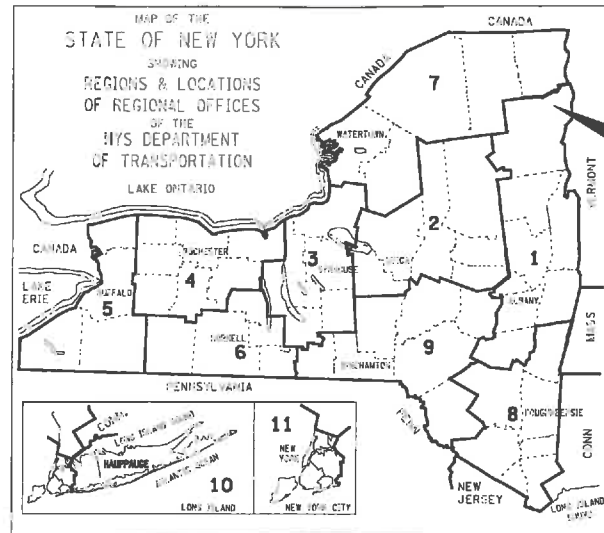
Permit-specific Regional Conditions (Buffalo and New York Districts): None

Section 401 Water Quality Certification:

The New York State Department of Environmental Conservation (NYSDEC) has granted blanket Section 401 Water Quality Certification in New York State provided that the project complies with **all** the General Conditions listed below in Section H. Any party conducting the activities authorized by this NWP that cannot comply with **all** these conditions must apply for and obtain an individual Section 401 Water Quality Certification from the NYSDEC.

FILE NAME: F:\Projects\2010\110-245\110-245.dgn
DATE: 5/1/2013
USER: mhunt

DESIGN SUPERVISOR: E. WOODS
JOB MANAGER: C. TUTUNJIAN
DESIGNED BY: S. HAGY
CHECKED BY: M. HUNT
ESTIMATED BY: S. HAGY
DRAFTED BY: K. DETRICK
CHECKED BY: M. HUNT



COUNTY ROAD 68 (F.K.A. C.R. 14) (MOUNTAINVIEW DRIVE) OVER COLD BROOK P.I.N. 1759.25 D033488 B.I.N. TBD

TOWN OF WILLSBORO ESSEX COUNTY, NEW YORK

THE LATEST REVISIONS OF THE STANDARD SHEETS MAINTAINED BY THE DEPARTMENT, WHICH ARE CURRENT ON THE DATE OF ADVERTISEMENT FOR BIDS, SHALL BE CONSIDERED TO BE IN EFFECT. ALL PAY ITEMS AND WORK CONTAINED IN THE CONTRACT AND ANY ADDITIONAL PAY ITEMS AND WORK ENCOUNTERED DURING THE COURSE OF THE CONTRACT SHALL BE SUBJECT TO THE APPLICABLE STANDARD SHEET(S) UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.

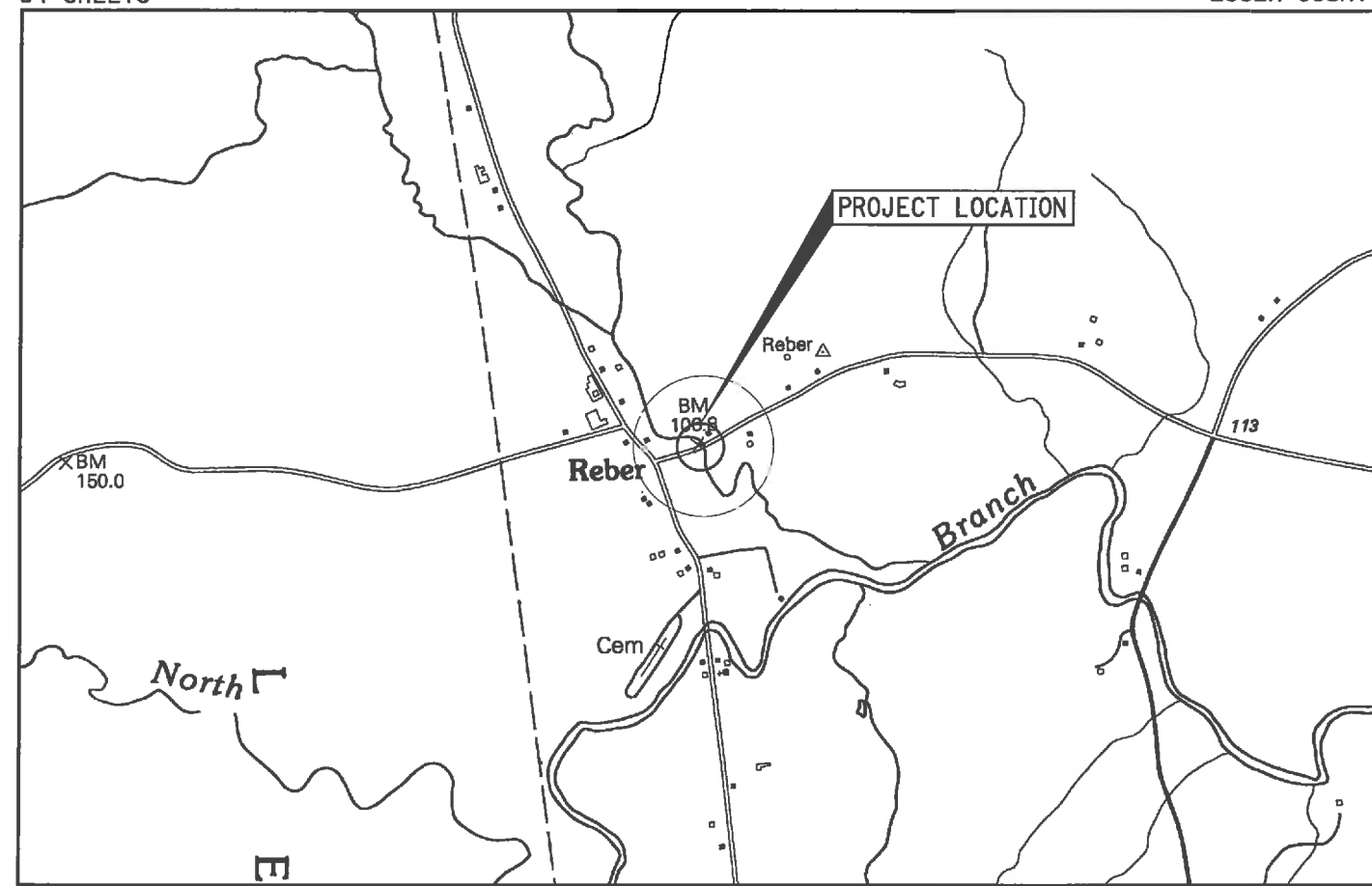
ALL WORK CONTEMPLATED UNDER THIS CONTRACT IS TO BE COVERED BY AND IN CONFORMITY WITH THE STANDARD SPECIFICATIONS (US CUSTOMARY UNITS) OF MAY 1, 2008, EXCEPT AS MODIFIED ON THESE PLANS AND IN THE ITEMIZED PROPOSAL.

CONTRACT PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH NYSDOT POLICIES AND GUIDE LINES AND THE FINAL DESIGN REPORT APPROVED ON 1/2/2013

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 SPECIFIC DESCRIPTION OF THE ALTERATION.

APPLICABLE NYSDOT STANDARD SHEETS INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO: 203-05, 209-02, 209-06, 402-01, 603-02, 604-02, 606-04, 619-01, 619-10, 619-11, 619-12, 619-60, 619-62, 645-01, 645-03, 655-01, 685-01

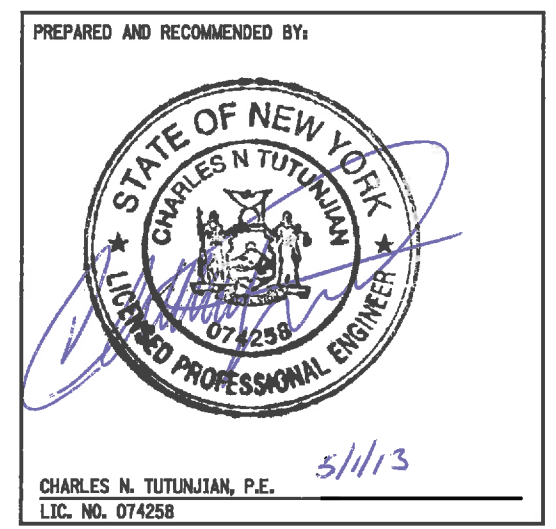
34 SHEETS ESSEX COUNTY



RECOMMENDED BY

ANTHONY J. LAVIGNE
SUPERINTENDENT DEPARTMENT OF PUBLIC WORKS
ESSEX COUNTY, NEW YORK

DATE



 CREIGHTON MANNING ENGINEERING, LLP 2 WINNERS CIRCLE - ALBANY - NEW YORK - 12208 P: (518) 448-0800 F: (518) 448-0807 WWW.CREIGHTONMANN.COM			
CM PROJECT NO. 110-245			
C.R. 68 (MOUNTAINVIEW DRIVE) OVER			
COLD BROOK			
P.I.N. 1759.25			
D033488			
B.I.N. TBD			
TOWN OF WILLSBORO			
ESSEX COUNTY, NEW YORK			
SUBMISSION: FINAL			
MAY 2013			
FED. ROAD REG. NO.	STATE	SHEET NO.	TOTAL SHEETS
1	N.Y.	1	34

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DATE/TIME = 5/17/2010
USER = Shagj


DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT DRAFTED BY S. HAGY ESTIMATED BY M. HUNT CHECKED BY K. DETRICK DRAFTED BY M. HUNT

ALIGNMENT		TOPOGRAPHY (MISCELLANEOUS)	
ABBR.	DESCRIPTION	ABBR.	DESCRIPTION
AH	AHEAD	ABUT	ABUTMENT
AZ	AZIMUTH	AOBE	AS ORDERED BY ENGINEER
BK	BACK	ASPH	ASPHALT
BL	BASELINE	BDY	BOUNDARY
BRG	BEARING	BLDG	BUILDING
CL	CENTERLINE	BM	BENCH MARK
CS	CURVE TO SPIRAL	CC	CENTER TO CENTER
e	SUPERELEVATION RATE (CROSS SLOPE)	CONC	CONCRETE
EQ	EQUALITY	CONST	CONSTRUCTION
EXT	EXTERNAL	CR	COUNTY ROAD
HCL	HORIZONTAL CONTROL LINE	D	DEED DISTANCE
HSD	HEADLIGHT SIGHT DISTANCE	DM	DIRECT MEASUREMENT
L	LENGTH OF CIRCULAR CURVE	DWY	DRIVEWAY
LS	LENGTH OF SPIRAL	EP	EDGE OF PAVEMENT
LVC	LENGTH OF VERTICAL CURVE	ES	EDGE OF SHOULDER
E	CENTER CORRECTION OF VERTICAL CURVE	FEE	FEE ACQUISITION
ML	MAIN LINE	FEE WO/A	FEE ACQUISITION WITHOUT ACCESS
PC	POINT OF CURVATURE	FP	FENCE POST
PI	POINT OF INTERSECTION	FD	FOUNDATION
POL	POINT ON LINE	FL	FENCE LINE
PSD	PASSING SIGHT DISTANCE	GAR	GARAGE
PT	POINT OF TANGENT	GR	GRAVEL
PVC	POINT OF VERTICAL CURVE	HO	HOUSE
PVI	POINT OF VERTICAL INTERSECTION	HWY	HIGHWAY
PVT	POINT OF VERTICAL TANGENT	IP	IRON PIN OR IRON PIPE
R	RADIUS	MB	MAILBOX
SC	SPIRAL TO CURVE	MON	MONUMENT
SSD	STOPPING SIGHT DISTANCE	N&W	NAIL AND WASHER
ST	SPIRAL TO TANGENT	OG	ORIGINAL GROUND
STA	STATION	O/H	OVERHEAD
T	TANGENT LENGTH	P	PARCEL
TGL	THEORETICAL GRADE LINE	PAV'T	PAVEMENT
TS	TANGENT TO SPIRAL	PE	PERMANENT EASEMENT
VC	VERTICAL CURVE	PED POLE	PEDESTRIAN POLE
TOPOGRAPHY (DRAINAGE)		R	PROPERTY LINE
ABBR.	DESCRIPTION	POR	PORCH
BB	BOTTOM OF BANK (STREAM)	RR	RAILROAD
BC	BOTTOM OF CURB	RTE	ROUTE
BO	BOTTOM OF OPENING	ROW	RIGHT OF WAY
CAP	CORRUGATED ALUMINUM PIPE	RW	RETAINING WALL
CB	CATCH BASIN	SH	STATE HIGHWAY
CIP	CAST IRON PIPE	SHLDR	SHOULDER
CL STRM	CENTERLINE OF STREAM	SPK	SPIKE
CMP	CORRUGATED METAL PIPE	ST	STREET
CP	CONCRETE PIPE	STK	STAKE
CSP	CORRUGATED STEEL PIPE	STY	STORY
CULV	CULVERT	SW	SIDEWALK
DIA	DIAMETER	TE	TEMPORARY EASEMENT
DMH	DRAINAGE MANHOLE	TO	TEMPORARY OCCUPANCY
DS	DRAINAGE STRUCTURE PIPE	U/G	UNDERGROUND
D'XING	DITCH CROSSING	WW	WING WALL
EHW	EXTREME HIGH WATER		
EL	ELEVATION		
ELEV	ELEVATION		
ELW	EXTREME LOW WATER		
ES	END SECTION		
HW	HEADWALL		
INV	INVERT		
MH	MANHOLE		
MHW	MEAN HIGH WATER		
OHW	ORDINARY HIGH WATER		
OLW	ORDINARY LOW WATER		
RCP	REINFORCED CONCRETE PIPE		
SICPP	SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE		
TB	TOP OF BANK (STREAM)		
TC	TOP OF CURB		
TG	TOP OF GRATE		
VCP	VITRIFIED CLAY PIPE		

STANDARD SYMBOL (PLANS)	ITEM PAYMENT UNIT: ESTIMATE OF QUANTITIES SHEET	EQUIVALENT NOMENCLATURE: (SPECS/PROPOSAL)
"	-	INCHES
'	LF	LINEAR FEET
mi	MI	MILES
ft ²	SF	SQUARE FEET
YD ²	SY	SQUARE YARD
AC	AC	ACRES
YD ³	CY	CUBIC YARD
GAL	GAL	GALLON
lb	LB	POUND
TON	TON	TON

AS BUILT REVISIONS DESCRIPTION OF WORK:	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033488
	BRIDGE REPLACEMENT					
	TOWN OF WILLSBORO					
SIGNATURE	DATE	COUNTY: ESSEX				DRAWING NO. IA-1 SHEET NO. 2
DOCUMENT NAME: 1759.25_cpb_ind.01.dgn						

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4	LEGEND - 1	L-1
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CONTRACT NUMBER
D033488
DRAWING NO. IA-1
SHEET NO. 2

FILE NAME = E:\P\p\egsta\2010\110-245 Mountainview\cadd\sign\planest\1759.25_cpb_esq_01.dgn
DATE/TIME = 5/17/2010
USER = Shaggy

DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT DRAFTED BY K. DETRICK CHECKED BY M. HUNT ESTIMATED BY S. HAGY

ESTIMATE OF QUANTITIES			
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
201.06	CLEARING AND GRUBBING	LS	1.0
202.120001	REMOVING EXISTING SUPERSTRUCTURES	LS	1.0
202.19	REMOVAL OF SUBSTRUCTURES	CY	155.0
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	730.0
203.03	EMBANKMENT IN PLACE	CY	460.0
203.07	SELECT GRANULAR FILL	CY	63.0
203.21	SELECT STRUCTURE FILL	CY	324.0
206.01	STRUCTURE EXCAVATION	CY	817.0
206.04	TRENCH AND CULVERT EXCAVATION - O.G.	CY	146.0
207.20	GEOTEXTILE BEDDING	SY	325.0
207.26	PREFABRICATED COMPOSITE STRUCTURAL DRAIN	SY	105.0
209.100101	MULCH - TEMPORARY	SY	560.0
209.1105	CHECK DAM, PREFABRICATED - TEMPORARY	LF	65.0
209.13	SILT FENCE-TEMPORARY	LF	450.0
209.1501	TURBIDITY CURTAIN - TEMPORARY	LF	160.0
304.12	SUBBASE COURSE, TYPE 2	CY	490.0
402.127302	12.5 F3 TOP COURSE HMA, 70 SERIES COMPACTION	TON	111.0
402.127312	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.127302	QU	6.0
402.197902	19 F9 BINDER COURSE HMA, 70 SERIES COMPACTION	TON	188.0
402.197912	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.197902	QU	10.0
402.377902	37.5 F9 BASE COURSE HMA, 70 SERIES COMPACTION	TON	229.0
402.377912	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.377902	QU	12.0
407.0102	DILUTED TACK COAT	GAL	168.0
520.50140008	SAW CUTTING, ASPHALT PAVEMENT, ASPHALT SURFACE COURSE, CONCRETE PAVEMENT OR ASPHALT OVERLAY ON CONCRETE PAVEMENT	LF	110.0
552.11	PERMANENT STEEL SHEETING	SF	1440.0
552.2001	HOLES IN EARTH FOR SOLDIER PILE AND LAGGING WALL	LF	80.0
552.2101	ROCK SOCKETS FOR SOLDIER PILE AND LAGGING WALL	LF	25.0
552.2201	SOLDIER PILES FOR SOLDIER PILE AND LAGGING WALL	LF	132.0
552.230201	UNTREATED WOOD LAGGING FOR SOLDIER PILE AND LAGGING WALL	SF	802.0
553.020001	COFFERDAMS (TYPE 2)	EACH	1.0
553.020002	COFFERDAMS (TYPE 2)	EACH	1.0
555.08	FOOTING CONCRETE, CLASS HP	CY	83.0
555.09	CONCRETE FOR STRUCTURES, CLASS HP	CY	34.0
556.0201	UNCOATED BAR REINFORCEMENT FOR CONCRETE STRUCTURES	LB	2600.0
556.0202	EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES	LB	2200.0
562.0101	REINFORCED CONCRETE SPAN UNITS	SY	126.0
568.54	STEEL BRIDGE RAILING (THREE RAIL)	LF	96.0
568.70	TRANSITION BRIDGE RAILING	LF	114.0
595.50000018	SHEET-APPLIED WATERPROOFING MEMBRANE	SF	490.0
603.171416	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 24 INCH DIAMETER, 16 GAUGE	EACH	3.0
603.9818	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORM DRAIN 18 INCH DIAMETER	LF	152.0
604.300103	RECTANGULAR DRAINAGE STRUCTURE (TYPE A) FOR #3 WELDED FRAME	LF	5.0
606.10	BOX BEAM GUIDE RAILING	LF	74.0
606.100002	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MILTERED)	LF	72.0
606.120101	BOX BEAM END PIECE	EACH	1.0
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA	EACH	2.0
606.71	REMOVING AND DISPOSING CORRUGATED BEAM GUIDE RAILING	LF	62.0
607.41010010	TEMPORARY PLASTIC BARRIER FENCE	LF	150.0
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS ,AND VEGETATION CONTROL STRIPS	TON	48.0
608.020112	PLANT PRODUCTION QUALITY ADJUSTMENT TO 608.020102	QU	3.0
610.13	WEED REMOVAL	SY	540.0
610.1402	TOPSOIL - ROADSIDE	CY	60.0
610.1406	TOPSOIL - ON-SITE WETLAND MATERIALS	CY	6.0
610.15	PREPARATION OF SUBSOIL FOR TURF ESTABLISHMENT	SY	17.0
610.1601	TURF ESTABLISHMENT - ROADSIDE	SY	560.0
610.19	WATERING VEGETATION	MGAL	7.0
610.21	MOWING	SY	560.0
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	1.0
619.0803	COVER EXISTING PAVEMENT MARKING STRIPES (REMOVABLE TAPE)	LF	810.0
619.0903	TEMPORARY PAVEMENT MARKINGS STRIPES (REMOVABLE TAPE)	LF	140.0
619.100101	INTERIM PAVEMENT MARKINGS, STRIPES (TRAFFIC PAINT)	LF	1460.0
619.1301	TEMPORARY TRAFFIC SIGNALS	ELOC	1.0
619.1704	TEMPORARY CONCRETE BARRIER, (PINNED) WITH WARNING LIGHTS	LF	800.0
620.03	STONE FILLING (LIGHT)	CY	29.0
620.04	STONE FILLING (MEDIUM)	CY	98.0
625.01	SURVEY OPERATIONS	LS	1.0
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	MNTH	5.0
637.34	OFFICE TECHNOLOGY AND SUPPLIES	DC	5000.0
645.5102	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS	SF	9.0
645.81	TYPE A SIGN POSTS	EACH	1.0
655.1003	WELDED FRAME AND RECTANGULAR GRATE 3	EACH	1.0
663.1501	DRY HYDRANT	EACH	1.0
685.01	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 15 MILS	LF	1300.0
685.02	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES-15 MILS	LF	1300.0
697.03	FIELD CHANGE PAYMENT	DC	39000.0
698.04	ASPHALT PRICE ADJUSTMENT	DC	100.0
698.05	FUEL PRICE ADJUSTMENT	DC	100.0
698.06	STEEL/IRON PRICE ADJUSTMENT	DC	100.0
699.040001	MOBILIZATION	LS	1.0

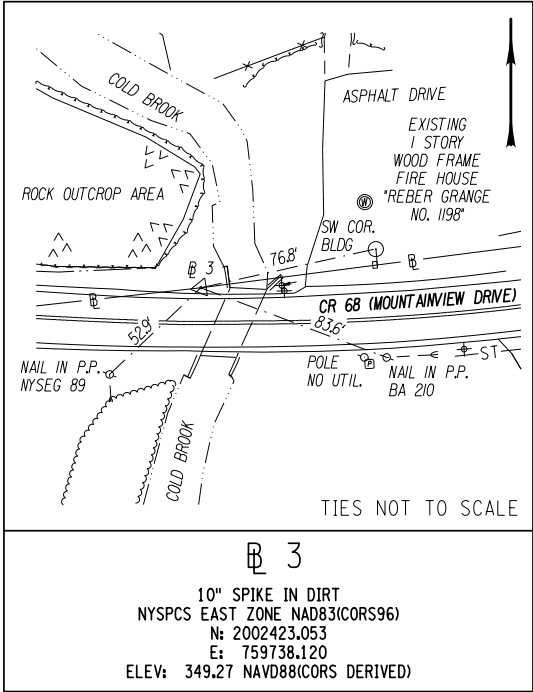
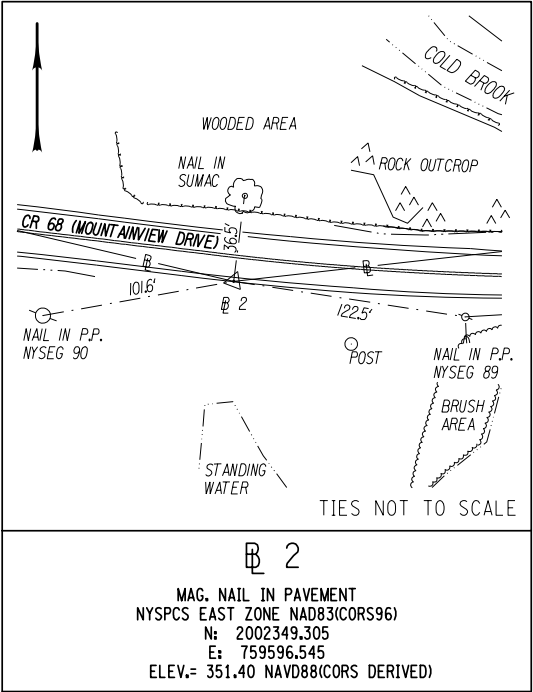
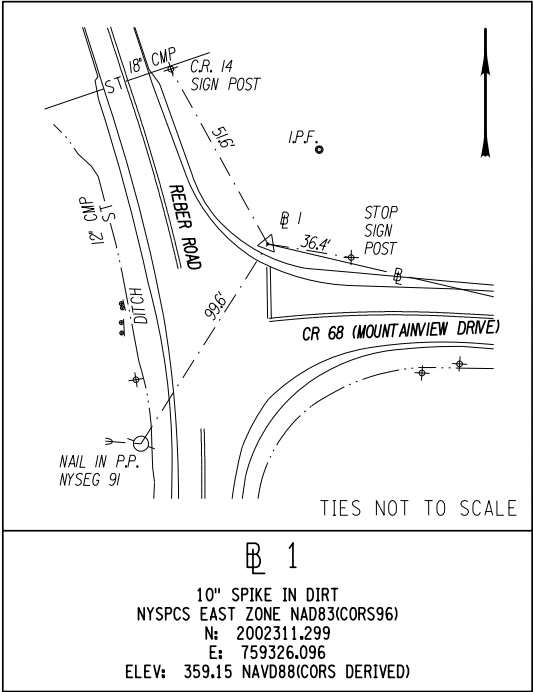
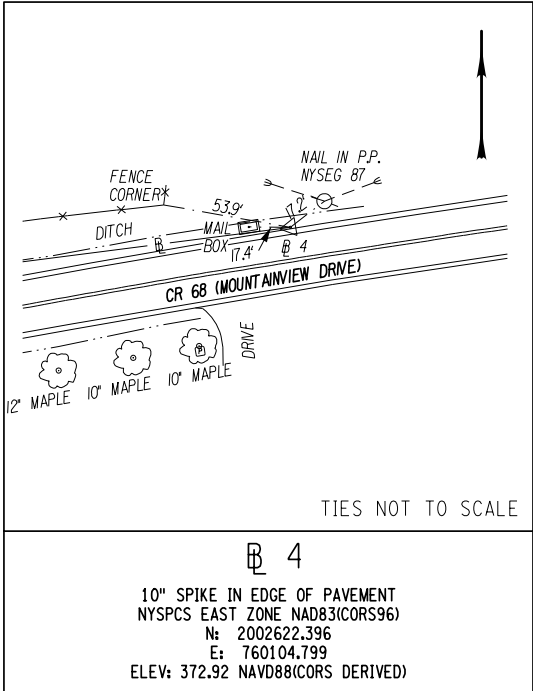


TABLE OF HORIZONTAL ALIGNMENT				
POINT	STATION	CURVE DATA	COORDINATE	
			NORTH	EAST
MOUNTAINVIEW DRIVE				
POB	M 1+00.00	AZ 64°52'52.27" LENGTH =8.83 FT	2002282.21	759338.11
PC	M 1+08.83	RADIUS = 700.00 FT DELTA =10°40'05.98" RT LENGTH = 130.34 FT TANGENT =65.36 FT	2002285.96	759346.11
PI	M 1+74.19		2002313.70	759405.28
PT	M 2+39.17		2002330.01	759468.57
PC	M 3+84.26	RADIUS = 820.00 FT DELTA =6°44'47.44" LT LENGTH = 96.55 FT TANGENT =48.33 FT	2002366.22	759609.08
PI	M 4+32.60		2002378.28	759655.89
PT	M 4+80.82		2002395.76	759700.95
BEG. OPENING END OPENING	M 5+20.00	RADIUS = 820.00 FT DELTA =10°00'40.77" LT LENGTH = 143.28 FT TANGENT =71.82 FT	2002429.12	759786.98
	M 5+52.00		2002455.09	759853.94
	M 5+73.09			
PC	M 6+44.91	RADIUS = 7000.00 FT DELTA =1°51'12.14" RT LENGTH = 226.43 FT TANGENT =113.23 FT	2002492.31	759915.37
PT	M 7+16.37		2002492.31	759915.37
PC	M 8+39.81		2002556.27	760020.95
PI	M 9+53.04	RADIUS = 7000.00 FT DELTA =1°51'12.14" RT LENGTH = 226.43 FT TANGENT =113.23 FT	2002614.94	760117.79
PT	M 10+66.24		2002670.44	760216.48
POE	M 11+41.09		2002707.13	760281.71



AS BUILT REVISIONS DESCRIPTION OF WORK:	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK		P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER	
	BRIDGE REPLACEMENT					ESTIMATE AND BASELINE TIES	D033488	
							DRAWING NO. EQ-1	
	TOWN OF WILLSBORO						SHEET NO. 3	
	COUNTY: ESSEX							
SIGNATURE _____		DATE _____						
DOCUMENT NAME: 1759.25_cpb_esq_01.dgn								

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DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT DRAFTED BY S. HAGY ESTIMATED BY S. HAGY CHECKED BY K. DETRICK DRAFTED BY K. DETRICK CHECKED BY M. HUNT

ALIGNMENT			LANDSCAPE			ROADWAY			UTILITIES		
STYLE	NAME	DESCRIPTION	STYLE	NAME	DESCRIPTION	STYLE	NAME	DESCRIPTION	STYLE	NAME	DESCRIPTION
	AC	CONTROL (CENTERLINE)		LABL	AREA, BRUSH LINE		RCZ_P	CLEAR ZONE		UC	CONDUIT, UNDERGROUND
	AD_P	DETOUR		LAHR	AREA, HEDGE ROW		RG	GUIDE RAIL, MISCELLANEOUS		UCH	CONDUIT, HANGING
	AT_P	TRANSITION CONTROL		LAPB	AREA, PLANTING BED		RGB	GUIDE RAIL, BOX BEAM		UCO	CONDUIT, OVERHEAD
BRIDGE				LAWA	AREA, WOODED AREA OUTLINE		RGBM	GUIDE RAIL, BOX BEAM, MEDIAN		UE	ELECTRIC LINE, UNDERGROUND
	BR	RAIL		LAWE	AREA, WATERS EDGE		RGC	GUIDE RAIL, CABLE		UEH	ELECTRIC LINE, HANGING
	BSHT	SHEET PILING		LCUT_P	CUT LIMIT		RGCB	GUIDE RAIL, CONCRETE BARRIER		UEO	ELECTRIC LINE, OVERHEAD
CONTROL				LFILL_P	FILL LIMIT		RGP_P	GUIDE POST		UETO	ELECTRIC TRANSMISSION, OVERHEAD
	CB	BASELINE		LFNC	FENCE		RGW	GUIDE RAIL, W BEAM		UESS	ELECTRIC, SUBSTATIONS
	CBPR	BASELINE, PROJECTION		LTRC	TREE ROW, CONIFEROUS		RGWM	GUIDE RAIL, W BEAM, MEDIAN		UFO	FIBER OPTIC, UNDERGROUND
DRAINAGE				LTRD	TREE ROW, DECIDUOUS		RPB	PARKING BUMPER		UFOH	FIBER OPTIC, HANGING
	DCP	CULVERT PIPE		LWH	WALL, H PILE		RRC	RAIL ROAD, CATENARY		UFOO	FIBER OPTIC, OVERHEAD
	DCP_P	CULVERT PIPE (DIR)		LWR	WALL, RETAINING		RRER	RAIL ROAD, 3RD RAIL		UG	GAS, UNDERGROUND
	DDG_P	DITCH, GRASS LINED		LWS	WALL, STONE		RRPLS_P	RAIL, PHOTO, LARGE SCALE		UGH	GAS, HANGING
	DDP_P	DITCH, PAVED INVERT	ROW MAPPING				RRPSS	RAIL, PHOTO, SMALL SCALE		UGO	GAS, OVERHEAD
	DDS_P	DITCH, STONE LINED		MDL	DEED LINE		RRS	RUMBLE STRIP		UIC	INFORM CABLE, UNDERGROUND
	DFL_P	FLOW LINE		MEE	EASEMENT, EXISTING		RRSLS_P	RAIL, SURVEY, LARGE SCALE		UICH	INFORM CABLE, HANGING
	DSSD	SLOTTED DRAIN		MEP_P	EASEMENT, PERMANENT		RRSSS_P	RAIL, SURVEY, SMALL SCALE		UO	OIL LINE, UNDERGROUND
	DUD_P	UNDERDRAIN		MEPA_P	EASEMENT, PERMANENT, APPROX.		RRSSS	RAIL, SURVEY, SMALL SCALE		UOH	OIL LINE, HANGING
ENVIRONMENTAL				MET_P	EASEMENT, TEMPORARY	SIGNS				UPBP	POLE, BRACE, PUSH BRACE
	EBLHS	BALE, STRAW		META_P	EASEMENT. TEMPORARY, APPROX.		SBLB	BILLBOARDS		UPGW	POLE, GUY WIRE
	ECT	CURTAIN, TURBIDITY		MF_P	FEE ACQUISITION, W/ ACCESS		SM	MULTIPLE POST		USA	SANITARY SEWER, UNDERGROUND
	EDMC	DAM, COFFER TYPE		MFA_P	FEE ACQUISITION, APPROXIMATE		SSO	STRUCTURE, OVERHEAD		USAH	SANITARY SEWER, HANGING
	EDMEC_P	DAM, EARTHEN, CHECK		MFWOA_P	FEE ACQUISITION, W/O ACCESS		SSOC	STRUCTURE, OVHD. CANTILEVER		USAF	SANITARY SEWER, FORCE MAIN, UGND
	EDMPC_P	DAM, PREFAB, CHECK		MHA	HISTORICAL, ACQUISITION	STRIPING				UT	TELEPHONE, UNDERGROUND
	EDMSC_P	DAM, STONE, CHECK		MHB	HIGHWAY BOUNDARY		STB•	BROKEN LINE		UTH	TELEPHONE, HANGING
	EFNS	FENCE, SILT		MHBA	HIGHWAY BOUNDARY, APPROX.		STDB•	DOUBLE BROKEN LINE		UTO	TELEPHONE, OVERHEAD
	EFNSV	FENCE, SILT & VEGETATION		MHBW	HWY BOUNDARY, FACE OF WALL		STD•	DOTTED LINE LONG		UTV	CABLE TV, UNDERGROUND
	EFNV	FENCE, VEGETATION		MHBWOA	HIGHWAY BOUNDARY, W/O ACCESS		STDS•	DOTTED LINE SHORT		UTVH	CABLE TV, HANGING
	EWAA_P	WETLAND, ADJACENT AREA		MJC	JURISDICTION, CITY		STFB•	FULL BARRIER LINE		UTVO	CABLE TV, OVERHEAD
	EWF	WETLAND, FEDERAL		MJCY	JURISDICTION, COUNTY		STH•	HATCH LINE		UUU	UNKNOWN, UNDERGROUND
	EWFS	WETLAND, FEDERAL AND STATE		MJHD	JURISDICTION, HISTORIC DISTRICT		STPB•	PARTIAL BARRIER LINE		UUH	UNKNOWN, HANGING
	EWM	WETLAND, MITIGATION AREA		MJLL	JURIS., (GREAT, MILITARY) LOT LINE		STRCT	ROUNDABOUT, CAT TRACKS		UUO	UNKNOWN, OVERHEAD
	EWS	WETLAND, STATE		MJN	JURISDICTION, NATION		STSB	STOP BAR		UW	WATER LINE, UNDERGROUND
				MJPB	JURISDICTION, PUBLIC LANDS		STSE•	SOLID, EDGE		UWH	WATER LINE, HANGING
				MJS	JURISDICTION, STATE		STXL•	X WALK, LADDER LINE		UWO	WATER LINE, OVERHEAD
				MJT	JURISDICTION, TOWN			• = W (WHITE) OR Y (YELLOW)			
				MJV	JURISDICTION, VILLAGE	TRAFFIC CONTROL					
				MPL	PROPERTY LOT LINE		TCSW	SIGNAL, SPAN WIRE			
				MPLA	PROPERTY LOT LINE, APPROXIMATE	TRAFFIC WORK ZONE					
				MSL	SUB LOT LINE		TWZBT_P	BARRIER, TEMPORARY			
							TWZBTWL_P	BARRIER, TEMPORARY, W/ WARNING LIGHTS			
							TWZCD_P	CHANNELIZING DEVICE			
							TWZPMRC_P	PAVEMENT MARKING REMOVAL OR COVERING			

NOTES:

- THE LEGEND ILLUSTRATES MAPPING FEATURES (EXISTING AND PROPOSED).
- FEATURES ARE SHOWN AS EITHER LINEAR (ROADWAY GUIDERAIL, ROADWAY SIDEWALK, UTILITY LINES, ETC.) OR POINT (SIGN, UTILITY POLE, ETC.).
- FEATURES SHOWN ON THE LEGEND AS EXISTING FEATURES ALSO HAVE CORRESPONDING PROPOSED FEATURES.
- PROPOSED FEATURE SYMBOLOGY IS IDENTICAL TO EXISTING FEATURE SYMBOLOGY EXCLUDING LINE WEIGHT. LINE WEIGHT FOR PROPOSED FEATURES IS THICKER (0.015 in ON B SIZE DRAWINGS).
- MAPPING FEATURES NOT INCLUDED ON THE LEGEND SHEET DO NOT HAVE A UNIQUE SYMBOLOGY (SUCH AS THE PAVEMENT EDGE, PAVEMENT EDGE OF TRAVEL WAY) AND SHOULD BE LABELED ON THE PLANS.
- FEATURES SHOWN AT THE HEAVIER WEIGHT ARE PROPOSED ONLY AND DO NOT HAVE CORRESPONDING EXISTING FEATURES.

AS BUILT REVISIONS
DESCRIPTION OF WORK:

SIGNATURE

DATE

COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK
BRIDGE REPLACEMENT

TOWN OF WILLSBORO
COUNTY: ESSEX

P.I.N. 1759.25

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

LEGEND - 1



CONTRACT NUMBER

D033488

DRAWING NO. L-1
SHEET NO. 4

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DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT ESTIMATED BY S. HAGY DRAFTED BY K. DETRICK CHECKED BY M. HUNT

ALIGNMENT			DRAINAGE			ITS			ROW MAPPING			SIGNS			UTILITIES					
CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION	CELL	NAME	DESCRIPTION			
	ACC	CENTER OF CURVATURE	+	DINV	INVERT		IANT P	ANTENNAS		MDL1P	DEED LINE, TYPE 1		S	SINGLE POST		UEB	ELECTRIC, BOX			
+	ACOGO	COGO		DS	STRUCTURE, RECTANGULAR		IASCTS	ACCOU. SPEED/COUNT SNSR.S		MDL2P	DEED LINE, TYPE 2		S.P	SINGLE POST, PROPOSED		UEM	ELECTRIC, METER			
	ACS	CURVE TO SPIRAL	+	DSI	STRUCTURE, INVERT		ICABPAD	CABINET & PAD		MDL3P	DEED LINE, TYPE 3		SB.P	BACK TO BACK, PROPOSED		UEMH	ELECTRIC, MANHOLE			
	ADPL.P	DETOUR, POINT OF INTERSECT.		DSM	STRUCTURE, MANHOLE		ICCTV	CCTV SITE		MDL4P	DEED LINE, TYPE 4		SDEL	DELINEATORS		UEPT	ELECTRIC, POLE, TRANS.			
	ADPL.P	DETOUR, POINT ON LINE		DSMTXX.P	STRUCTURE, MANHOLE, TYPE "XX" "XX" = 48, 60, 72, 96		ICDPD	CDPD TRANSCEIVER		MDL5P	DEED LINE, TYPE 5		SPM	PARKING METER		UGM	GAS, METER			
	AEQN	EQUATION		DSMTXX.P	STRUCTURE, MANHOLE, TYPE "XX" "XX" = 48, 60, 72, 96		ICELLT	CELL PHONE TOWER		MEEP	EASEMENT, EXISTING		SRM	REFERENCE MARKERS		UGMH	GAS, MANHOLE			
	AEQNAHD	EQUATION AHEAD		DSR	STRUCTURE, ROUND		ICJB	CONDUIT JACK OR BORING		MEPAP.P	EASEMENT, PERM., APPROX.		SRSC3	SHLD, CTY, 123 DIG.		UGLM	GAS, LINE MARKER			
	AEQNBK	EQUATION BACK		DST"X"CB P	STRUCTURE, RECT., WITH CURB TYPE "X" "X" = F, G, N, O, P, R		ICNTLCAB	CONTROLLER CABINET		MEPP.P	EASEMENT, PERM., BACK LINE		SRSC4	SHLD, CTY, 4 DIG.		UGP	GAS/FUEL PUMP			
	AEVT	EVENT STATION		DST"X"CB P	STRUCTURE, RECT., WITH CURB TYPE "X" "X" = F, G, N, O, P, R		ICPB	COMMUNICATION PULL BOX		MEPSP.P	EASEMENT, PERM., SHAPE		SRSCT2	SHLD, CTY TOUR, 1-2 DIG.		UGV	GAS, VALVE			
	APC	POINT OF CURVATURE		DST"X" P	STRUCTURE, RECT., TYPE "X" "X" = I, K, L, M, O, P, U		ICTD	CONDUIT TURNING DOWN		MFAP.P	FEE ACQUISITION, APPROX.		SRSCT4	SHLD, CTY TOUR, 3-4 DIG.		UGVT	GAS, VENT			
	APCC	POINT OF COMPOUND CURVATURE		DST"X" P	STRUCTURE, RECT., TYPE "X" "X" = I, K, L, M, O, P, U		ICTU	CONDUIT TURNING UP		MFP.P	FEE ACQUISITION, BACK LINE		SRSI	SHLD, INTERSTATE		ULP	LIGHTING, POLE			
	API	POINT OF INTERSECTION	ENVIRONMENTAL				ICVTRT	COMM. VEH. ROAD TRANSCEIVER		MFSP.P	FEE ACQUISITION, SHAPE		SRSN2	SHLD, NATIONAL, 2 DIG.		ULPM	LIGHTING, POLE, MEDIAN			
	APOB	POINT OF BEGINNING				+	IDEFAULT	DEFAULT		MHBAP	HIGHWAY BNDRY., APPROX.		SRSN3	SHLD, NATIONAL, 3 DIG.		ULPP	LIGHTING, POLE, PED.			
	APOC	POINT OF CURVATURE					IEZR	E-ZPASS READER		MHBCP	HISTORICAL, BLDG. CORNERS		SRSS2	SHLD, STATE, 2 DIG.		UMFC	MISC. FILLER CAP			
	APOE	POINT OF END					IEZTR	TRANSMITTAL READER		MHBP	HIGHWAY BNDRY, PT.		SRSS3	SHLD, STATE, 3 DIG.		UOLM	OIL, LINE MARKER			
	APOL	POINT ON LINE		EIOP.P	STR., INLET, OUTLET PROT.		IFXCAB	FIBER OPTIC X-CONNECT CABINET		MJCP	PT., JURIS. CITY		SRSS4	SHLD, STATE, 4 DIG.		UP	POLE, WITH UTILITY			
	APOS	POINT ON SPIRAL		EIPGB.P	STR., INLET PROT., GRAVEL BAG		IFUSSPL	FUSION SPLICE		MPBC	PT., BUILDING CORNER	TRAFFIC CONTROL				UPD	POLE, DEAD (NO UTILITY)			
	APOT	POINT ON TANGENT		EIPHS.P	STR., INLET PROT., HAY/STRAW		IHARADV	HAR ADVISORY SIGN		MPCC	PT., CROSS CUT					TCBJ	BOX, JUNCTION		UPL	POLE, WITH LIGHT
	APOVC	POINT ON VERTICAL CURVE		EIPP.P	STR., INLET PROT., PREFAB.		IHARST	HAR SITE		MPDH	PT., DRILL HOLE					TCBP	BOX, PULL BOX		USMH	SANITARY SEWER MANHOLE
	APOVT	POINT ON VERTICAL TANGENT		EIPSF.P	STR., INLET PROT., SILT FENCE		ILC	LOAD CENTER		MPF	PT., FENCE LOCATION					TCBS	BOX, SPLICE		UTB	TELEPHONE, BOOTH
Y	APORC	POINT ON REVERSE CURVE		ETRS.P	TRAP, SEDIMENT		IMECSPL	MECHANICAL SPLICE		MPIP	PT., IRON PIPE		TCMC	MICROCOMPUTER CABINET		UTLM	TELEPHONE, LINE MARKER			
	APT	POINT OF TANGENCY		EWFG	WETLAND FLAG		IMSCS	PORT. SPEED & COUNT SENSOR		MPIR	PT., IRON ROD		TCPP	PED POLE		UTMH	TELEPHONE, MANHOLE			
	APVC	POINT OF VERTICAL CURVATURE	GEOTECHNICAL				IMSCTS	MICRO SPEED & COUNT SENSOR		MPM	PT., MONUMENT		TCSH	SIGNAL HEADS		UTVLM	CABLE TV, LINE MARKER			
	APVCC	POINT OF VERT. CMPND CURVE					IMT	MICROWAVE TRANSCEIVER		MPMM	PT., MONUMENT, MISC.		UTVPB	CABLE TV, PULL BOX						
	APVI	POINT OF VERT. INTERSECTION					IOVHVS	PERM. OVERHEAD VMS		MPN	PT., NAIL		UUB	UNKNOWN, BOX						
	APVRC	POINT OF VERT. REVERSE CURVE					IPASCS	PORT. ACCOU. SPD & CNT. SENSOR		MPRS	PT., RAILROAD SPIKE	ROW ACQUISITION				UUB	UNKNOWN, BOX			
	APVT	POINT OF VERTICAL TANGENCY	LANDSCAPE				IPEDS	PEDESTRIAN SIGNAL HEAD		MPST	PT., SPIKE					TWZAP.P	ARROW PANEL		UUMH	UNKNOWN, MANHOLE
	ASC	SPIRAL TO CURVE					IPSS	PAVEMENT SURFACE SENSOR		MPTW	PT., TREE W/ WIRE					TWZAPC.P	ARROW PANEL, CAUTION MODE		UUPB	UNKNOWN, PULL BOX
	ASPI	SPIRAL POINT OF INTERSECTION					IPVMS	PERM. VMS		MPWL	PT., WALL LOCATION					TWZAPT.P	ARROW PANEL, TRAILER OR SUPPORT		UUVL	UNKNOWN, VALVE
	ASTS	SPIRAL TO SPIRAL	+	LELS	ELEVATION, SPOT		IRM	RAMP METER	ROW ACQUISITION				TWZBCD.P	BARRICADE (TYPE III)		UUVT	UNKNOWN, VENT			
	AST	SPIRAL TO TANGENT		LFP	FLAG POLE		IRWIS	RDWY WEATHER INFO. SENSOR					MFS.P.T	FEE ACQUISITION		TWZCMS.P	CHANGEABLE MESSAGE SIGN (PVMS)		UUW	UNKNOWN, WELL
	ATS	TANGENT TO SPIRAL		LMB	MAILBOX		ISP	SOLAR PANEL					MEPS.P.T	EASEMENT, PERMANENT		TWZFLG.P	FLAGGER		UWFH	WATER, FIRE HYDRANT
	AVEVT	VERTICAL EVENT POINT		LPB	PAPER BOX		ISST	SPREAD SPECT. TRANSCEIVER					METS.P.T	EASEMENT, TEMPORARY		TWZFT.P	FLAG TREE		UWM	WATER, METER
	AVHIGH	VERTICAL HIGH POINT		LPST	POST, SINGLE		ITDB	TELEPHONE DEMARCATION BLK		METS.P.T	EASEMENT, TEMPORARY		TWZIA.P	IMPACT ATTENUATOR / CRASH CUSHION (TEMPORARY)		UWMH	WATER, MANHOLE			
	AVLOW	VERTICAL LOW POINT		LRB	ROCK, BOULDER		ITP	SUBSURFACE TEMP. PROBE		METS.P.T	EASEMENT, TEMPORARY		TWZLUM.P	LUMINAIRE (TEMPORARY)		UWV	WATER, VALVE			
BRIDGE				LSHC	SHRUB, CONIFEROUS		IVTRT	VEHICLE TO RDWY TRANSCEIVER		METS.P.T	EASEMENT, TEMPORARY		TWZSDT.P	SYMBOL, DIRECTION OF TRAFFIC		UWW	WATER, WELL			
				LSHD	SHRUB, DECIDUOUS		IWIMD	WEIGHT IN MOTION DETECTOR		METS.P.T	EASEMENT, TEMPORARY		TWZSDTD.P	SYMBOL, DIRECTION OF TEMPORARY TRAFFIC DETOUR	NOTE: SEE LEGEND NOTES DWG. L-1					
	LTC	TREE, CONIFEROUS		IWVR	WIRELESS VIDEO REPEATER		METS.P.T	EASEMENT, TEMPORARY		TWZSGN.P	SIGN (TEMPORARY)		TWZSIG.P	SIGNAL, TRAFFIC OR PEDESTRIAN (TEMPORARY)						
	LTD	TREE, DECIDUOUS		IWVRC	WIRELESS VIDEO RECEIVER		METS.P.T	EASEMENT, TEMPORARY		TWZWL.P	WARNING LIGHT		TWZWV.P	WORK VEHICLE						
	LTS	TREE, STUMP		IWVTT	WIRELESS VIDEO TRANSMITTER	ROADWAY				TWZWVA.P	WORK VEHICLE WITH TRUCK MOUNTED ATTENUATOR									
	LTW.P	TREE, WELL OR WALL	AS BUILT REVISIONS DESCRIPTION OF WORK:							RES.P	ELEVATION, SPOT		RGA	GUIDE RAIL, ANCHOR						
	LUKP	UNKNOWN POINT								RGP	GUIDE POST, SINGLE									
CONTROL									BRIDGE REPLACEMENT			P.I.N. 1759.25			BRIDGES		CULVERTS		ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	
						D033488														
	CBP	BASELINE, POINT	AS BUILT REVISIONS DESCRIPTION OF WORK:			BRIDGE REPLACEMENT			P.I.N. 1759.25			BRIDGES		CULVERTS		ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED		CONTRACT NUMBER		
	CBPOL	BASELINE, POINT ON LINE																		
	CBSP	BASELINE, SPUR POINT																		
	CBTP	BASELINE, TIE POINT																		
	CPBM	BENCHMARK	AS BUILT REVISIONS DESCRIPTION OF WORK:			BRIDGE REPLACEMENT			P.I.N. 1759.25			BRIDGES		CULVERTS		ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED		CONTRACT NUMBER		
	CPH	POINT, HORIZ. PHOTOGRAMMETRY																		
	CPSM	POINT, SURVEY MARKER, PERM.																		
	CPSV	POINT, VERT., PHOTOGRAMMETRY																		

NOTE: SEE LEGEND NOTES DWG. L-1



AS BUILT REVISIONS DESCRIPTION OF WORK:		COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER	
		BRIDGE REPLACEMENT				D033488		
		TOWN OF WILLSBORO				DRAWING NO. L-2		
SIGNATURE		COUNTY: ESSEX				SHEET NO. 5		
DATE								
DOCUMENT NAME: 1759.25_cpb_leg_02.dgn								

LEGEND - 2

GENERAL NOTES:

DESIGN SPECIFICATIONS: AASHTO LRFD SPECIFICATIONS BRIDGE DESIGN FOR HIGHWAY BRIDGES (5TH ADDITION) WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES WITH ALL PROVISIONS IN EFFECT AS OF APRIL 2013. COMPRESSIVE STRENGTH OF CONCRETE FOR STRUCTURES, f'c = 3,000 psi AT 28 DAYS.

LIVE LOAD: HL-93

MATERIAL AND CONSTRUCTION SPECIFICATIONS: STANDARD SPECIFICATIONS, CONSTRUCTION AND MATERIALS, NEW YORK STATE DEPARTMENT OF TRANSPORTATION, OFFICE OF ENGINEERING, DATED MAY 1, 2008 WITH CURRENT ADDITIONS AND MODIFICATIONS.

ALL SHOP DRAWINGS SUBMITTED FOR THIS PROJECT SHALL BE IN ENGLISH UNITS. ERECTION DRAWINGS ARE TO BE PREPARED IN ENGLISH UNITS.

THE COST OF WATER USED FOR COMPACTION OF SELECT FILL ITEMS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 203.21 SELECT STRUCTURE FILL.

THE COST OF ALL JOINT MATERIAL SHALL BE INCLUDED IN THE UNIT PRICES BID FOR THE VARIOUS ITEMS OF THE CONTRACT, UNLESS OTHERWISE SPECIFIED ON THE PLANS.

THE LOAD RATINGS ARE IN ACCORDANCE WITH THE AASHTO MANUAL FOR CONDITION EVALUATION OF BRIDGES- 2010 WITH ALL INTERIM PROVISIONS IN EFFECT.

THIS BRIDGE SHALL BE MAINTAINED IN ACCORDANCE WITH THE GUIDELINES CONTAINED IN THE CURRENT EDITION OF THE AASHTO MANUAL FOR BRIDGE MAINTENANCE: THE MAINTENANCE AND MANAGEMENT OF ROADWAYS AND BRIDGES.

FOR TYPICAL APPLICATIONS OF TRAFFIC CONTROL DEVICES IN CONSTRUCTION AREAS NOT SPECIFIED IN THE PLANS, THE STANDARDS OF APPLICATION NOTED THEREIN AND ON THE PLANS ARE TO BE CONSIDERED MINIMUM STANDARDS. WHERE OPTIONS EXIST FOR SIGN SHAPE, THE DIAMOND SHAPE SHALL BE USED.

PRIOR TO THE START OF ANY CONSTRUCTION PHASE, ALL PROPOSED WORK ZONE TRAFFIC CONTROL RELATED WORK FOR THAT PHASE, AS DETERMINED BY THE ENGINEER, SHALL BE COMPLETE. THIS INCLUDES, BUT IS NOT LIMITED TO, ALL SIGNS, SIGNALS, PAVEMENT MARKINGS, BARRIERS, DELINEATION (CONES, DRUMS, ETC.) AND ANY RELATED WORK.

STREAM PROTECTION NOTES:

COLD BROOK IS CLASSIFIED AS CLASS C(+) BODY OF WATER.

THE CONTRACTOR SHALL ACCOMPLISH IN-STREAM WORK DURING THE PERIOD BETWEEN JUNE 1 AND SEPTEMBER 30. COFFERDAMS IN THE STREAM CHANNEL AND/OR STREAM DIVERSIONS OF THE CHANNEL SHALL NOT BE ALLOWED PRIOR TO JUNE 1 AND AFTER SEPTEMBER 30 WITHOUT PRIOR WRITTEN APPROVAL FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND THE ADIRONDACK PARK AGENCY. COFFERDAMS AND STREAM DIVERSIONS SHALL BE SIZED WITH REGARD TO THE SEASONAL FLOW OF THE STREAM EXPECTED FOR THE TIME THEY ARE TO BE IN USE.

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ACOE NATIONWIDE PERMIT #3, THE APA GENERAL PERMIT (2002-3AAR 2013-62), AND THE NYSDEC MUNICIPAL GENERAL PERMIT (GP-5-12-001).

DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL CONDUCT OPERATIONS IN SUCH A MANNER AS TO PREVENT OR REDUCE TO A MINIMUM ANY DAMAGE TO ANY STREAM FROM POLLUTION BY DEBRIS, SEDIMENT OR OTHER FOREIGN MATERIAL, OR FROM MANIPULATION OF EQUIPMENT AND/OR MATERIALS IN OR NEAR SUCH STREAMS.

IF PUMPS ARE USED AT THE END OF THE WORK DAY OR BEFORE HEAVY ANTICIPATED FLOWS, THE CONTRACTOR SHALL ESTABLISH AN UNOBSTRUCTED CHANNEL AREA SUFFICIENT TO ACCOMMODATE THE FLOW. THE CONTRACTOR SHALL SUBMIT A PROCEDURE FOR APPROVAL TO THE ENGINEER-IN-CHARGE.

THE CONTRACTOR SHALL SUBMIT TEMPORARY STREAM DIVERSION STRUCTURE PLAN TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.

SURVEY:

THE CONTRACTOR SHALL ESTABLISH ALL RIGHT-OF-WAY AND EASEMENT LIMITS IN ACCORDANCE WITH ITEM 625.01 SURVEY OPERATIONS. THE RIGHT-OF-WAY AND EASEMENT BOUNDARY POINTS SHALL BE MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION.

HORIZONTAL COORDINATES AND ELEVATIONS ARE BASED ON NYSPCS EAST ZONE NAD83(CORS96) AND NAD88(CORS DERIVED), RESPECTIVELY.

HIGHWAY MAINTENANCE:

UPON COMPLETION AND ACCEPTANCE OF THIS CONTRACT, THE HIGHWAY AND BRIDGE WILL CONTINUE TO BE MAINTAINED BY THOSE AGENCIES WHICH HAD JURISDICTION PRIOR TO THIS CONTRACT.

CONTROL OF INVASIVE SPECIES NOTES:

ALL CONSTRUCTION EQUIPMENT WILL BE PRESSURE WASHED TO REMOVE SOIL CLUMPS AND DEBRIS PRIOR TO SHIPPING TO THE PROJECT SITE.

ALL SEED SPECIES (EXPECT ANNUAL RYE AND PERENNIAL RYE GRASSES) SHALL BE NATIVE TO NEW YORK STATE. SEED SHALL MEET THE REQUIREMENTS OF NYSDOT MATERIAL SPECIFICATION 713-04 SEEDS.

CONTRACTOR SHALL MAINTAIN ALL SEEDED AREAS AGAINST INVASION AND GROWTH OF INVASIVE, NON-NATIVE SPECIES. PURPLE LOOSE STRIFE (LYTHRUM SALICARIA), COMMON REED (PHRAGMITIES AUSTRALIS), AND REED CANARY-GRASS (PHALARIS ARUNDINACEA) SHALL BE DUG OR CAREFULLY PULLED IN ORDER TO GET ALL ROOTS WHEN OBSERVED INVADING THE SITE. WEEDING SHALL BE PAID FOR UNDER ITEM 610.13.

NO HAY BALES SHALL BE PERMITTED ON PROJECT SITE. STRAW BALES, WHICH MEET THE REQUIREMENTS OF NYSDOT MATERIAL SPECIFICATION 713-19- STRAW, SHALL BE PERMITTED ON PROJECT SITE.

MULCH SHALL MEET THE REQUIREMENTS OF NYSDOT MATERIAL SPECIFICATION 713-11- WOOD FIBER MULCH, ITEM 209.100101.

EROSION, SEDIMENTATION AND TURBIDITY CONTROLS:

ALL WORK IN A FLOWING STREAM MUST BE KEPT TO A MINIMUM AND THE STREAM WATERS MUST BE PUMPED, PIPED OR OTHERWISE DIVERTED AROUND, OR SEPARATED FROM, THE WORK AREA.

STRAW BALES OR OTHER DEVICES PLACED ACROSS THE STREAM DOWNSTREAM OF THE WORK SITE ARE NOT ACCEPTABLE POLLUTION CONTROLS.

ALL WATER PUMPED FROM COFFERDAMS, SETTLING BASINS, OR OTHER WORK AREAS MUST NOT BE ALLOWED TO FLOW BACK INTO A STREAM UNLESS IT IS FIRST FILTERED UNTIL IT IS AS CLEAN (NON-TURBID) AS THE STREAM WATERS FLOWING UPSTREAM OF THE WORK SITE.

UNDER NO CIRCUMSTANCES ARE WET CONCRETE, CEMENT, WASHINGS FROM CEMENT TRUCKS, OILS, FUELS OR OTHER POLLUTANTS ALLOWED TO ENTER THE STREAM. ACCIDENTAL SPILLS ARE TO BE IMMEDIATELY CLEANED UP. ALL PETROLEUM SPILLS SHALL BE REPORTED AS REQUIRED BY REGULATION.

THE STREAM BELOW THE WORK SITE SHALL BE AS CLEAR AS THE STREAM ABOVE THE WORK SITE.

WORK SHALL BE PERFORMED FROM THE STREAM BANKS TO THE EXTENT POSSIBLE TO MINIMIZE THE USE OF EQUIPMENT IN THE STREAM. UNDER NO CIRCUMSTANCES IS EQUIPMENT TO OPERATE IN FLOWING WATER UNLESS AUTHORIZED IN WRITING OR BY ON-SITE APA REPRESENTATIVE. GRAVEL REMOVED FROM A STREAM BED MUST BE PLACED BEYOND THE REACH OF NORMAL HIGH WATER. GRAVEL WILL NOT BE PUSHED UP ON STREAM BANKS OR SLOPES UNLESS SPECIFICALLY AUTHORIZED IN WRITING, NOR SHALL ANY BE USED TO CONSTRUCT ANY DIKE, LEVEE, BERM OR OTHER OBSTRUCTION TO HIGH FLOWS.

ALL WASTE MATERIAL (RUBBLE, SAND BLASTING AND CHIPPING WASTES AND RESIDUES, ETC.) RESULTING FROM CONSTRUCTION MUST BE COLLECTED AND MOVED TO AN APPROVED DISPOSAL AREA. NO MATERIAL SHALL BE ALLOWED TO ENTER, EITHER DIRECTLY OR INDIRECTLY, INTO ANY STREAM OR ANY FRESHWATER WETLAND.

ALL DISTURBED PORTIONS OF THE WORK AREA AND STREAM BANKS MUST BE GRADED TO A STABLE SLOPE, AND EITHER RIP-RAPPED OR PLANTED WITH SUITABLE GRASSES, SHRUBS OR LEGUMES, AND/OR SEEDED WITH A CONSERVATION TYPE GRASS MIXTURE AND MULCHES. MULCH SHALL BE MAINTAINED UNTIL A SUITABLE VEGETATIVE COVER HAS BEEN ESTABLISHED. LIME AND FERTILIZER SHALL BE USED AS REQUIRED.

DISPOSAL OF CONSTRUCTION AND DEMOLITION DEBRIS:

THERE ARE NO AREAS WITHIN THE CONTRACT LIMITS AVAILABLE FOR DISPOSAL OF DEBRIS.

TREE REMOVALS:

THE CONTRACTOR SHALL USE CARE SO AS NOT TO REMOVE OR DAMAGE EXISTING TREES THAT ARE NOTED "TO REMAIN" OR ANY ADDITIONAL TREES BEYOND THE LIMITS OF WORK. SHOULD REMOVAL OR DAMAGE OCCUR TO ANY TREES THAT ARE BEYOND THE LIMITS OF WORK OR ANY TREES NOTED "TO REMAIN" THEY SHALL BE REPLACED IN-KIND BY THE CONTRACTOR, AT NO ADDITIONAL COST TO THE COUNTY.

DUE TO THE POSSIBLE PRESENCE OF THE INDIANA BAT AT THIS SITE, NO TREES OF DIAMETER 4" OR LARGER SHALL BE REMOVED BETWEEN APRIL 1 AND OCTOBER 1.

REMOVAL NOTES:

CONTRACTOR SHALL CLEAR AND GRUB THE WORK AREA WITHIN THE EXISTING HIGHWAY BOUNDARY AS ORDERED BY THE ENGINEER. PAYMENT SHALL BE MADE UNDER ITEM 201.06.

EXISTING SUBSTRUCTURE SHALL BE REMOVED WITHIN THE LIMITS SHOWN ON THE PLANS UNDER ITEM 202.19 IN THE ESTIMATE.

EXISTING SUPERSTRUCTURE SHALL BE REMOVED UNDER ITEM 202.120001 IN THE ESTIMATE.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF SUBSECTION 203-3.01 GENERAL AND SAFETY REQUIREMENTS. A REMOVAL PLAN FOR THE EXISTING BRIDGE SHALL BE SUBMITTED TO THE ENGINEER FIFTEEN (15) DAYS PRIOR TO BEGINNING THE DEMOLITION. THE REQUIREMENT THAT IT IS SIGNED BY A REGISTERED PROFESSIONAL ENGINEER IS WAIVED.

RECORD PLANS FOR THIS STRUCTURE ARE NOT AVAILABLE.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT, DUE TO THE NATURE OF RECONSTRUCTION PROJECTS, THE EXACT EXTENT OF RECONSTRUCTION WORK CANNOT ALWAYS BE ACCURATELY DETERMINED PRIOR TO THE COMMENCEMENT OF WORK. THESE CONTRACT DOCUMENTS HAVE BEEN PREPARED BASED ON FIELD INSPECTION AND OTHER INFORMATION AVAILABLE AT THE TIME. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS TO CONSTRUCTION DETAILS AND WORK QUANTITIES. THE CONTRACTOR SHALL PERFORM THE WORK IN ACCORDANCE WITH FIELD CONDITIONS.

THE CONTRACTOR SHALL PERFORM ALL WORK WITH CARE SO THAT ANY MATERIALS WHICH ARE TO REMAIN IN PLACE, OR WHICH ARE TO REMAIN THE PROPERTY OF THE COUNTY, WILL NOT BE DAMAGED. IF THE CONTRACTOR DAMAGES ANY MATERIALS WHICH ARE TO REMAIN IN PLACE OR WHICH ARE TO REMAIN THE PROPERTY OF THE COUNTY, THE DAMAGED MATERIALS SHALL BE REPAIRED OR REPLACED IN A MANNER SATISFACTORY TO THE ENGINEER AT THE EXPENSE OF THE CONTRACTOR.

REMOVAL NOTES: (CONT.)

WHENEVER ITEMS IN THE CONTRACT REQUIRE MATERIALS TO BE REMOVED AND DISPOSED OF, THE COST OF SUPPLYING A DISPOSAL AREA AND TRANSPORTATION TO THAT AREA SHALL BE INCLUDED IN THE UNIT PRICES BID FOR THOSE ITEMS.

DURING REMOVAL OPERATIONS, THE CONTRACTOR SHALL NOT BE ALLOWED TO DROP WASTE CONCRETE, DEBRIS AND OTHER MATERIAL TO THE AREA BELOW THE BRIDGE EXCEPT WHERE THE PLANS SPECIFICALLY PERMIT THE DROPPING OF MATERIAL, PLATFORMS, NETS, SCREEN OR OTHER PROTECTIVE DEVICES SHALL BE USED TO CATCH THE MATERIAL. IF THE ENGINEER DETERMINES THAT ADEQUATE PROTECTIVE DEVICES ARE NOT BEING EMPLOYED, THE WORK SHALL BE SUSPENDED UNTIL ADEQUATE PROTECTION IS PROVIDED.

ALL MATERIAL FALLING ON THE AREA BELOW AND ADJACENT TO THE BRIDGE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT NO COST TO THE COUNTY.

THE COST OF FURNISHING, INSTALLING, MAINTAINING, REMOVING AND DISPOSING OF ALL PLATFORMS, NETS, SCREENS OR OTHER PROTECTIVE DEVICES SHALL BE INCLUDED IN THE UNIT PRICES BID FOR THE APPROPRIATE ITEMS OF THE CONTRACT.

COFFERDAM NOTES:

IF MULTIPLE COFFERDAMS ARE REPLACED BY A SINGLE SYSTEM, PAYMENT SHALL BE BASED ON ALL THE APPLICABLE COFFERDAM ITEMS INDICATED ON THE PLANS. SHOULD THE CONTRACTOR ELECT TO LAY BACK A PORTION OF THE EXISTING EARTH ADJACENT TO AN EXCAVATION REQUIRING A COFFERDAM, ANY REQUIRED EXTENSIONS OF THE COFFERDAM NECESSARY TO KEEP WATER FROM ENTERING THE EXCAVATION SHALL BE FURNISHED AND PLACED AT NO ADDITIONAL COST TO THE TOWN.

WHERE A COFFERDAM IS USED, THE COST OF DEWATERING THE ENTIRE EXCAVATION, REGARDLESS OF SOURCE OF WATER, SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE COFFERDAM ITEM.

SHOULD FIELD CONDITIONS REQUIRE A CHANGE FROM THE TYPE OF COFFERDAM SYSTEM CALLED FOR ON THE PLANS, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR COORDINATION WITH APPROPRIATE AGENCIES TO APPROVE THE CHANGE.

DEWATERING OF THE COFFERDAM SHALL BE ACCOMPLISHED BY PUMPING THE WATER TO AN APPROVED UPLAND VEGETATED AREA OUTSIDE OF THE STREAMBED AS SHOWN ON THE PLANS AND/OR APPROVED BY THE E.I.C. TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL, SUCH AS STRAW BALES OR APPROVED EQUAL, MAY BE REQUIRED AS DETERMINED BY THE ENGINEER-IN-CHARGE.

ORDINARY HIGH WATER IS ESTIMATED TO BE 340.4. THIS IS DEFINED AS THE WATER SURFACE ELEVATION FOR THE MEAN ANNUAL FLOOD, WHICH IS THE FLOOD THAT HAS A RECURRENCE INTERVAL OF 2.33 YEARS.

SUBSTRUCTURE NOTES:

ALL PLACEMENT OF SELECT STRUCTURE FILL, ITEM 203.21, SHALL BE COMPACTED TO 95 PERCENT OF STANDARD PROCTOR MAXIMUM DENSITY.

HIGHWAY EMBANKMENT MATERIAL AND SELECT STRUCTURE FILL, ITEM 203.21 SHALL BE PLACED SIMULTANEOUSLY, IN CONTACT, ON BOTH SIDES OF THE VERTICAL PAVEMENT LINE.

PRECAST SUPERSTRUCTURE NOTES:

SHOP DRAWINGS FOR THE UNITS SHALL CONTAIN, AS A MINIMUM, THE FOLLOWING:

- PLAN LAYOUT, INCLUDING LENGTH, WIDTH, SKEW ANGLE AND ORIENTATION
 - CONCRETE MIX DESIGN INCLUDING ADMIXTURES
 - CONCRETE SURFACE FINISH
 - FABRICATION AND CURING PROCEDURES
 - LIFTING AND TRANSPORTATION DETAILS
 - TEMPORARY CABLE TIE DETAILS
 - CROSS SECTIONS SHOWING STRUCTURAL DEPTHS AND REINFORCEMENT
 - FASTENER AND CONCRETE INSERT TYPE, STRENGTHS AND LOCATION OF USE
 - REINFORCEMENT SCHEDULE
 - TOLERANCES
 - ALL SHOP DWGS SHALL BE SEALED & SIGNED BY A NYS PROFESSIONAL ENGINEER
- UNITS SHALL BE SHIPPED WITH A MINIMUM 1/2" TEMPORARY CABLE TIES WITH TURNBUCKLES INSTALLED THROUGH THE WEEP HOLES IN THE UNIT STEMS TO PREVENT OUTWARD SPREADING OF THE UNIT STEMS. TURNBUCKLES SHALL BE HAND TIGHTENED. TIES SHALL REMAIN IN PLACE UNTIL THE GROUT IS PLACED AND CURED IN THE FOOTING KEYWAYS.

DESIGN INFORMATION TO BE FURNISHED SHALL INCLUDE:

- CONCRETE COMPRESSIVE STRENGTH
- STRUCTURAL STEEL TYPE AND GRADE
- ALL DESIGN LOADS
- BEAM REACTIONS
- DEFLECTION DATA

AS BUILT REVISIONS DESCRIPTION OF WORK:	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER	
	BRIDGE REPLACEMENT				D033488		
					GENERAL NOTES		
	TOWN OF WILLSBORO						
	COUNTY: ESSEX						
SIGNATURE	DATE						
DOCUMENT NAME: 1759.25_cpb_gnn_01.dgn							

FILE NAME = E:\Projects\2010\110-245 Mountainview\cadd\ dgn\planest\1759.25_cpb_wztc_01.dgn
DATE/TIME = 5/17/2010
USER = Shaggy

DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT DRAFTED BY K. DETRICK CHECKED BY M. HUNT

WORK ZONE TRAFFIC CONTROL NOTES:

1. GENERAL NOTES

- A. WORK ZONE TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 619 - WORK ZONE TRAFFIC CONTROL - OF THE NYSDOT STANDARD SPECIFICATIONS, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, NYSDOT STANDARD SHEETS 619 SERIES, AND ANY PROVISIONS CONTAINED IN THESE PLANS.
- B. THE TYPICAL DETAILS DEPICTED ON THE STANDARD SHEETS, THE TRAFFIC CONTROL PLANS, AND IN THE MUTCD REFLECT THE MINIMUM REQUIREMENTS. ADDITIONAL SIGNS AND/ OR TRAFFIC CONTROL DEVICES MAY BE REQUIRED AS DETERMINED BY THE ENGINEER, COST TO BE INCLUDED IN THE PRICE BID FOR THE APPROPRIATE ITEMS. IF AT ANY TIME THE ENGINEER DETERMINES THAT TRAFFIC IS NOT BEING PROPERLY MAINTAINED WITHIN A WORK ZONE, THE CONTRACTOR SHALL IMMEDIATELY CORRECT THE INDICATED DEFICIENCY, AOE.
- C. THE CONTRACTOR MUST SUBMIT TO THE ENGINEER, IN WRITING, PROPOSED REVISIONS TO THE TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE EIC FIVE (5) WORKING DAYS PRIOR TO THE PLANNED IMPLEMENTATION OF SUCH PROPOSED REVISIONS, EXCEPT FOR CHANGES THAT ALTER THE BASIC CONCEPT OF THE TRAFFIC CONTROL PLAN. SUCH CONCEPTUAL CHANGES MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL BY THE COUNTY THIRTY (30) WORKING DAYS PRIOR TO IMPLEMENTATION OF SUCH REVISIONS.
- D. THE CONTRACTOR SHALL PROVIDE THE ENGINEER, IN WRITING, WITH THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF STAFF WHO ARE AUTHORIZED TO SECURE LABOR, MATERIALS, AND EQUIPMENT FOR EMERGENCY REPAIRS OUTSIDE NORMAL WORKING HOURS. THE ENGINEER WILL PROVIDE THE SUBMITTED INFORMATION TO NYSDOT, REGIONAL MANAGEMENT, THE NEW YORK STATE POLICE, THE RESIDENT ENGINEER, THE COUNTY, AND THE LOCAL POLICE.
- E. PRIOR TO THE START OF ANY WORK OPERATIONS, ALL RELATED WORK FOR PROPOSED WORK ZONE TRAFFIC CONTROL, AOE, SHALL BE COMPLETE. THIS INCLUDES BUT IS NOT LIMITED TO, ALL SIGNS, SIGNALS, PAVEMENT MARKINGS, BARRIERS, DELINEATION (CONES, DRUMS, ETC.) FLAGGERS, PAVEMENT MODIFICATIONS, AND ANY OTHER RELATED WORK.
- F. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SAFE AND ADEQUATE INGRESS AND EGRESS TO AND FROM INTERSECTION HIGHWAYS, HOMES AND COMMERCIAL ESTABLISHMENTS AT ALL TIMES TO THE SATISFACTION OF THE ENGINEER. THIS WORK SHALL BE PERFORMED IN ACCORDANCE WITH ITEM 619.01 SECTION 619-3.02(C).

2. STANDARD SHEETS 619-10, 11, AND 12 CRITERIA

- A. PRECONSTRUCTION POSTED SPEED LIMIT: 30 MPH
- B. TYPE OF ROADWAY: CONVENTIONAL
- C. SETTING: RURAL

3. WORK ZONE REQUIREMENTS

- A. THE MINIMUM WIDTH OF TRAVEL LANES WITHIN THE WORK ZONE IS 11 FEET.
- B. THE MINIMUM OFFSET TO CHANNELIZATION DEVICES OR BARRIERS IS 1 FOOT.
- C. WORK ZONES ON OPPOSITE SIDES OF THE ROAD SHALL NOT OVERLAP. A WORK ZONE IS DEFINED AS THAT AREA IN WHICH TRAFFIC IS RESTRICTED BECAUSE OF CONSTRUCTION ACTIVITIES, OR THAT AREA WHICH INVOLVES A DROP-OFF WITHIN 10 FEET OF THE EDGE OF PAVEMENT.

4. CONSTRUCTION VEHICLES, EQUIPMENT, AND MATERIALS

- A. THE CLEAR ROADSIDE AREA IS DEFINED AS THE AREA WITHIN 10 FEET OF THE EDGE OF THE TRAVEL WAY.
- B. CONTRACTOR VEHICLES NOT IN USE AND PRIVATE VEHICLES OWNED BY CONTRACTOR'S EMPLOYEES SHALL NOT BE PARKED IN THE CLEAR ROADSIDE AREA, OR ANY OTHER LOCATION CONSIDERED BY THE ENGINEER TO BE A HAZARD. THIS REQUIREMENT IS NOT LIMITED TO THE CONTRACT LIMITS.
- C. NO MATERIAL IS TO BE STORED WITHIN THE CLEAR ROADSIDE AREA WITHOUT THE APPROVAL OF THE ENGINEER.
- D. VEHICLES BELONGING TO THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES SHALL NOT BE PARKED IN A MANNER WHICH OBSTRUCTS SIGNS, BARRIERS, BARRICADES, OR OTHER TRAFFIC CONTROL DEVICES.
- E. VEHICLES BELONGING TO THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES SHALL NOT BE PARKED IN A MANNER WHICH INTERFERES WITH ACCESS TO ABUTTING PROPERTIES.
- F. THE CONTRACTOR SHALL PLAN AND INCORPORATE ACCESS POINTS INTO THE WORK ZONE SUCH THAT, TO THE EXTENT PRACTICAL, THE CONTRACTOR'S VEHICLES ENTERING AND LEAVING THE WORK ZONE SHALL NOT IMPEDE THE MOVEMENT OF THROUGH TRAFFIC IN THE ADJACENT OPEN LANES.

5. CHANNELIZING DEVICES

- A. WHERE POSSIBLE ALL CHANNELIZING AND GUIDING DEVICES ARE TO BE PLACED SO AS TO PROVIDE A MINIMUM 1 FOOT LATERAL CLEARANCE TO THE TRAVELED WAY.
- B. THE CONTRACTOR SHALL NOT MIX CHANNELIZATION DEVICES IN A LINEAR CLOSURE OR TAPER I.E. CONES, VERTICAL PANELS AND DRUMS SHALL NOT BE USED IN THE SAME TAPER OR CLOSURE. HOWEVER, DIFFERENT CHANNELIZATION DEVICES MAY BE USED IN DIFFERENT AREAS OF A PROJECT.
- C. REFLECTORIZED PLASTIC DRUM DELINEATORS SHALL BE USED AT HAZARDOUS LOCATIONS DETERMINED BY THE ENGINEER. DELINEATORS SHALL REMAIN IN PLACE UNTIL SATISFACTORY PROTECTION IS PROVIDED. DELINEATORS SHALL BE SPACED AT A DISTANCE NOT TO EXCEED 25 FEET, OR AS DIRECTED BY THE ENGINEER.

6. FLAGGING AND TRAFFIC CONTROL

- A. FLAGGER SIGNS SHALL NOT BE USED FOR BRIEF PERIODS OF INCIDENTAL FLAGGING, AOE. FLAGGER SIGNS SHALL NOT BE VISIBLE WHEN FLAGGERS ARE NOT BEING USED.
- B. WHEN A SIDE ROAD OR DRIVEWAY INTERSECTS THE ROADWAY WITHIN A WORK ZONE TRAFFIC CONTROL AREA, ADDITIONAL TEMPORARY TRAFFIC CONTROL DEVICES AND/OR FLAGGERS SHALL BE PLACED AS NEEDED. ADDITIONAL FLAGGERS SHALL BE LOCATED AS NEEDED AT ALL INTERSECTIONS AND COMMERCIAL DRIVEWAYS LOCATED WITHIN OR NEAR THE ACTIVE WORK SPACE.

7. SIGNS AND DEVICES

- A. DIAMOND-SHAPED ADVANCE WARNING SIGNS SHALL BE USED FOR ALL ADVANCE WARNING SIGNS SHOWN IN PART 6 OF THE MUTCD. COLOR REQUIREMENTS SHALL BE BLACK TEXT ON ORANGE BACKGROUND.
- B. THE CORRECT SPACING OF SIGNS, EITHER PERMANENT OR TEMPORARY MUST BE MAINTAINED AT ALL TIMES IN ACCORDANCE WITH THE MUTCD UNLESS SHOWN OTHERWISE ON THE PLANS. ALL SIGNS INCLUDING GUIDE SIGNS SHALL INDICATE ACTUAL CONDITIONS AT ALL TIMES AND SHALL BE COVERED, MOVED, REMOVED, OR CHANGED IMMEDIATELY AS ORDERED BY THE ENGINEER.
- C. THE LOCATION OF THE SIGNS SHOWN ON THE WORK ZONE TRAFFIC CONTROL PLANS AND DETAILS MAY BE ADJUSTED BASED ON SIGHT DISTANCE AND OTHER CONSIDERATIONS. THE FINAL LOCATIONS OF SIGNS ARE SUBJECT TO APPROVAL OF THE ENGINEER.
- D. ANY EXISTING SIGNS, INCLUDING OVERHEAD SIGNS, WHICH CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL SIGNS LAYOUT SHALL BE COVERED, REMOVED, STORED OR RESET, AS APPROVED BY THE ENGINEER. ALL APPROPRIATE EXISTING SIGNS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION UNLESS OTHERWISE REPLACED IN THIS CONTRACT.
- E. SIGNS AT OR NEAR INTERSECTIONS SHALL BE PLACED SO THAT THEY DO NOT OBSTRUCT A MOTORIST'S LINE OF SIGHT.
- F. ALL WARNING AND REGULATORY SIGNS SHALL BE POSTED ON BOTH SIDES OF ONE-WAY STREETS. IN CASES WHERE LANE RESTRICTIONS REDUCE THE TRAVEL LANE TO ONE LANE, SIGNS SHALL BE POSTED ON THE RIGHT SIDE OF THE ACTIVE TRAVEL LANE, UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
- G. THE DIMENSIONS OF WORK ZONE TRAFFIC CONTROL SIGNS ARE DESCRIBED IN THE MUTCD AND THE NYSDOT STANDARD SHEET SERIES 619.

8. NOTIFICATION AND EMERGENCY ACCESS

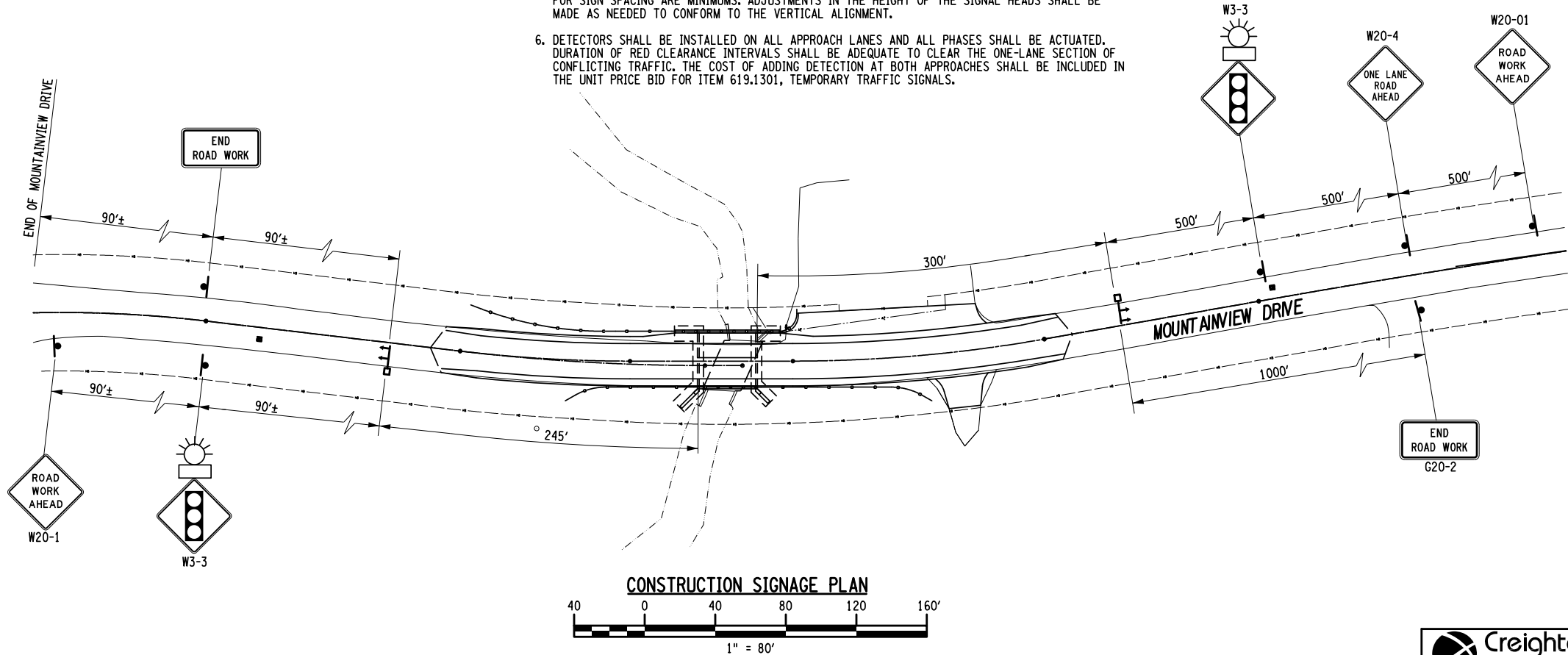
- A. THE CONTRACTOR IS REQUIRED TO CONTACT THE APPROPRIATE SCHOOL AND EMERGENCY SERVICES ORGANIZATIONS WITH RESPECT TO THE EFFECT OF ROAD WORK, TRAVEL LANE REDUCTIONS, AND DETOURS ON OPERATIONS. THIS CONTACT SHALL BE MADE AS CONDITIONS CHANGE AND AT LEAST TWO WEEKS PRIOR TO IMPLEMENTING EACH TRAFFIC PHASE AND/OR DETOUR TO ALLOW ADEQUATE TIME FOR THE ORGANIZATIONS TO COORDINATE AND MAKE NECESSARY ADJUSTMENTS TO RESPONSE SCHEDULES AND ROUTES.

9. BICYCLISTS AND PEDESTRIANS

- A. THE CONTRACTOR SHALL MAINTAIN PEDESTRIAN AND BICYCLE TRAFFIC THROUGH OR AROUND EACH WORK AREA FOR THE DURATION OF THE CONSTRUCTION. MATERIAL, EQUIPMENT OR OTHER SUCH BARRIERS SHALL NOT BE PLACED OR PARKED IN SUCH A MANNER AS TO OBSTRUCT PEDESTRIAN OR BICYCLE TRAFFIC OR TO PRESENT A SAFETY HAZARD TO THE NON-MOTORIZED PUBLIC. WHERE PEDESTRIAN TRAFFIC MUST BE RELOCATED OFF THE EXISTING FACILITY, WALKWAYS SHALL BE CLEARLY MARKED AND HAVE A LOGICAL START AND TERMINUS.
- B. THE CONTRACTOR SHALL PROVIDE, DELINEATE AND MAINTAIN A USABLE TRAVEL PATH FOR PEDESTRIANS EITHER THROUGH OR AROUND WORK ZONES FOR THE DURATION OF THIS PROJECT. THE TRAVEL PATH SHALL COMPLY WITH THE CONTINUOUS PASSAGE PROVISIONS OF THE CURRENT AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG). THE CONTRACTOR MAY UTILIZE ANY COMBINATION OF THE FOLLOWING TO PROVIDE THE USABLE TRAVEL PATH: EXISTING SIDEWALKS/SHOULDERS; TEMPORARY SIDEWALKS/SHOULDERS; FINAL SIDEWALKS/SHOULDERS; AND EXISTING OR TEMPORARY SIDEWALK CURB RAMPS. THE USABLE TRAVEL PATH SHALL BE CLEARLY MARKED AND STAGED BETWEEN INTERSECTING ROADS TO ENSURE SAFE PEDESTRIAN CROSSING AND ACCESSIBILITY. PEDESTRIAN ACCESS TO RESIDENTIAL PROPERTIES SHALL BE MAINTAINED FOR THE DURATION OF CONSTRUCTION.
- C. TEMPORARY SAFETY FENCING SHALL BE PLACED ALONG ANY SIDEWALK ADJACENT TO ANY EXCAVATION OR VERTICAL DROP-OFF OVER 6 INCHES. SAFETY FENCING SHALL BE CONTINUOUS PLASTIC FLUORESCENT ORANGE SUPPORTED BY METAL OR WOOD POSTS. THE FENCING SHALL BE A MINIMUM OF 4 FEET IN HEIGHT AND MAY INCLUDE A TOP AND BOTTOM RAIL TO PROVIDE ADDITIONAL SUPPORT, AOE. THE SAFETY FENCE SHALL CONFORM TO SECTION 107-05 OF THE STANDARD SPECIFICATIONS. ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO INSTALL AND REMOVE TEMPORARY SAFETY FENCING SHALL BE INCLUDED IN THE PRICE BID FOR BASIC WORK ZONE TRAFFIC CONTROL.

TEMPORARY TRAFFIC SIGNAL NOTES:

1. THE TEMPORARY CONCRETE BARRIER SHALL NOT BE PLACED ALONG THE MERGING TAPER. THE LANE SHALL BE CLOSED USING CHANNELIZING DEVICES AND PAVEMENT MARKINGS.
2. FLASHING WARNING LIGHTS ARE REQUIRED ON THE W3-3 SIGNAL AHEAD SIGN. FLASHING WARNING LIGHTS ARE AN OPTION ON THE ROAD WORK AHEAD SIGN (W20-1) AND ONE LANE AHEAD SIGNS (W20-4) AND MAY BE USED TO INCREASE TARGET VALUE AND VISIBILITY, AS DETERMINED BY THE ENGINEER.
3. THE TRAFFIC SIGNAL CYCLE SHALL REST IN RED. WHEN THE SIGNAL IS CHANGED TO THE FLASHING MODE, EITHER MANUALLY OR AUTOMATICALLY, RED SIGNAL INDICATIONS SHALL BE FLASHED TO ALL APPROACHES.
4. STOP LINES SHALL BE INSTALLED WITH TEMPORARY TRAFFIC SIGNALS. EXISTING, CONFLICTING PAVEMENT MARKINGS SHALL BE REMOVED AND PERMANENT PAVEMENT MARKINGS RESTORED.
5. ADJUSTMENTS IN THE LOCATION OF ADVANCED WARNING SIGNS SHOULD BE MADE TO ACCOMMODATE THE HORIZONTAL AND VERTICAL ALIGNMENT OF THE ROADWAY, RECOGNIZING THAT THE DISTANCES SHOWN FOR SIGN SPACING ARE MINIMUMS. ADJUSTMENTS IN THE HEIGHT OF THE SIGNAL HEADS SHALL BE MADE AS NEEDED TO CONFORM TO THE VERTICAL ALIGNMENT.
6. DETECTORS SHALL BE INSTALLED ON ALL APPROACH LANES AND ALL PHASES SHALL BE ACTUATED. DURATION OF RED CLEARANCE INTERVALS SHALL BE ADEQUATE TO CLEAR THE ONE-LANE SECTION OF CONFLICTING TRAFFIC. THE COST OF ADDING DETECTION AT BOTH APPROACHES SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 619.1301, TEMPORARY TRAFFIC SIGNALS.



AS BUILT REVISIONS DESCRIPTION OF WORK:	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK		P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED		CONTRACT NUMBER	
	BRIDGE REPLACEMENT					WORK ZONE TRAFFIC CONTROL - 1		D033488	
	TOWN OF WILLSBORO							DRAWING NO. WZTC-1	
	COUNTY: ESSEX					SHEET NO. 7			
SIGNATURE _____ DATE _____									
DOCUMENT NAME: 1759.25_cpb_wztc_01.dgn									



9. THE TEMPORARY SIGNAL SHALL BE PLACED INTO YELLOW FLASHING OPERATIONS A MINIMUM OF 5 DAYS BEFORE ONE-LANE, TWO-WAY TRAFFIC CONTROL BEGINS. WHEN NOT IN FLASHING OR 3-COLOR OPERATIONS, THE CONTRACTOR SHALL COVER THE SIGNAL HEADS OR TAKE THEM DOWN TO INDICATE THE SIGNAL IS NOT IN OPERATION.
10. UNDER NO CONDITION SHALL THE CONTRACTOR MAKE THE SERVICE CONNECTION. ALL SERVICE CONNECTIONS SHALL BE MADE BY THE APPROPRIATE UTILITY COMPANY.
11. THE BOTTOMS OF ALL TRAFFIC SIGNAL HEADS SHALL BE LOCATED AT LEAST 16.5' ABOVE PAVEMENT SURFACE.
12. AT LOCATIONS WHERE 3-COLOR TRAFFIC SIGNAL IS TO BE INSTALLED AND NO 3-COLOR SIGNAL EXISTS, NEW "SIGNAL AHEAD" SIGNS (MUTCD W3-3, 36"x36") SHALL BE INSTALLED BY THE CONTRACTOR ON EACH APPROACH TO THE INTERSECTION. "TYPE B" FLASHING YELLOW HIGH INTENSITY WARNING LIGHTS SHALL BE INSTALLED ON THESE SIGNS FOR THE DURATION THAT THE SIGNAL OPERATES AS A 3-COLOR SIGNAL. THE COST OF THESE FLAGS AND WARNING LIGHTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 619.01 - BASIC WORK ZONE TRAFFIC CONTROL.
13. ALL PHASES SHALL BE MICROWAVE DETECTED AND HAVE 12 INCH SIGNAL FACES.
14. ALL SIGNAL FACES SHALL FLASH RED UNDER FLASHING OPERATIONS DURING ONE-LANE, TWO-WAY SIGNAL CONTROL, EXCEPT FOR 3- COLOR SIGNAL CONTROL.
15. APPROACH STOP BARS SHALL BE NO CLOSER THAN 40 FT FROM THE APPROACH SIGNAL FACES AND NOT FURTHER THAN 140 FT.
16. TEMPORARY WORK INTERRUPTIONS MAY BE NEEDED BY THE REBER FIRE COMPANY. IMMEDIATE ACCESS TO AND FROM THE FIRE HOUSE NEEDS TO BE MAINTAINED AT ALL TIMES.

TABLE OF CLEARANCES		
TO	FROM	
	R	G
R	R	Y
	R	R
G	R	G
	R	G

INITIAL TIMING TABLE			
PHASE	INDICATION		
	GREEN	YELLOW	RED
Ø1	11	4	15
Ø2	11	4	15

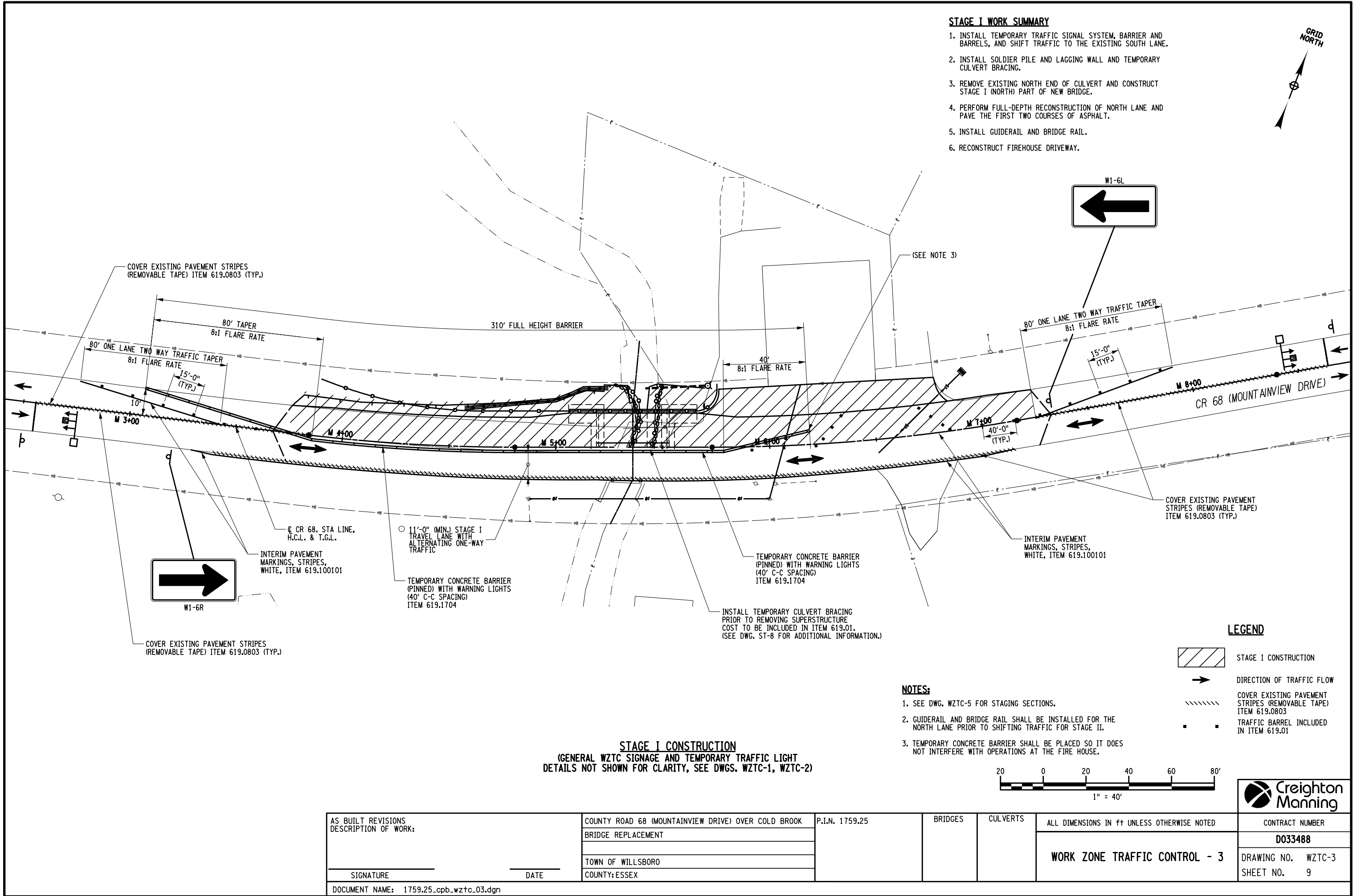


TEMPORARY TRAFFIC SIGNAL PLAN
(GENERAL SIGNAGE NOT SHOWN FOR CLARITY, SEE DWG. WZTC-1)

AS BUILT REVISIONS DESCRIPTION OF WORK:	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	BRIDGE REPLACEMENT					D033488
	TOWN OF WILLSBORO					DRAWING NO. WZTC-2
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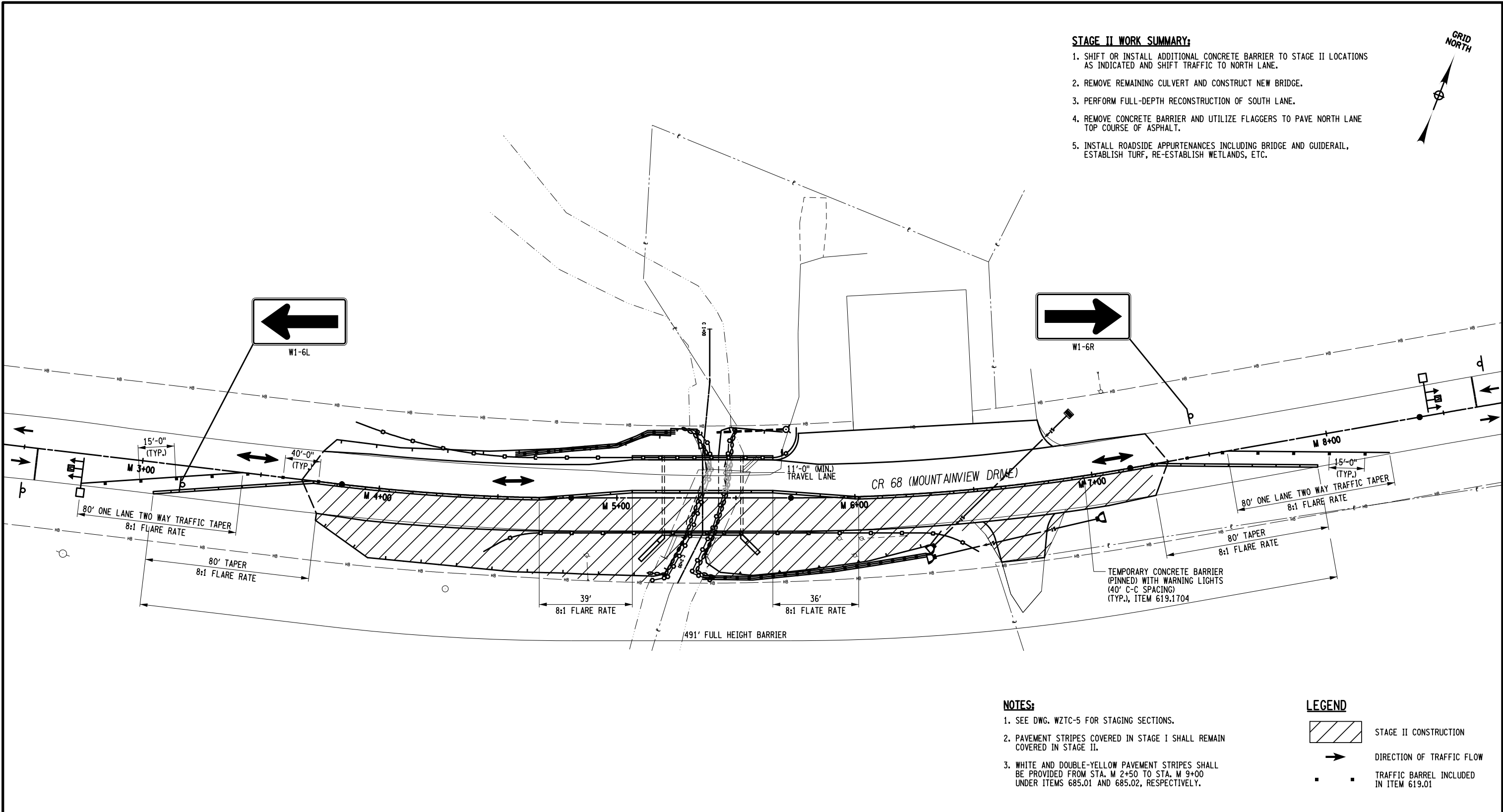
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USER = Shaggy

DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT
DRAFTED BY K. DETRICK CHECKED BY M. HUNT



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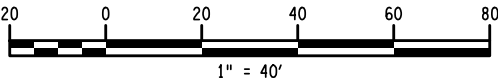
DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT DRAFTED BY K. DETRICK CHECKED BY M. HUNT



- STAGE II WORK SUMMARY:**
1. SHIFT OR INSTALL ADDITIONAL CONCRETE BARRIER TO STAGE II LOCATIONS AS INDICATED AND SHIFT TRAFFIC TO NORTH LANE.
 2. REMOVE REMAINING CULVERT AND CONSTRUCT NEW BRIDGE.
 3. PERFORM FULL-DEPTH RECONSTRUCTION OF SOUTH LANE.
 4. REMOVE CONCRETE BARRIER AND UTILIZE FLAGGERS TO PAVE NORTH LANE TOP COURSE OF ASPHALT.
 5. INSTALL ROADSIDE APPURTENANCES INCLUDING BRIDGE AND GUIDERAIL, ESTABLISH TURF, RE-ESTABLISH WETLANDS, ETC.

- NOTES:**
1. SEE DWG. WZTC-5 FOR STAGING SECTIONS.
 2. PAVEMENT STRIPES COVERED IN STAGE I SHALL REMAIN COVERED IN STAGE II.
 3. WHITE AND DOUBLE-YELLOW PAVEMENT STRIPES SHALL BE PROVIDED FROM STA. M 2+50 TO STA. M 9+00 UNDER ITEMS 685.01 AND 685.02, RESPECTIVELY.
- LEGEND**
- [Hatched Box] STAGE II CONSTRUCTION
 - [Arrow] DIRECTION OF TRAFFIC FLOW
 - [Square] TRAFFIC BARREL INCLUDED IN ITEM 619.01

STAGE II CONSTRUCTION
(GENERAL WZTC SIGNAGE AND TEMPORARY TRAFFIC LIGHT
DETAILS NOT SHOWN FOR CLARITY, SEE DWGS. WZTC-1, WZTC-2)

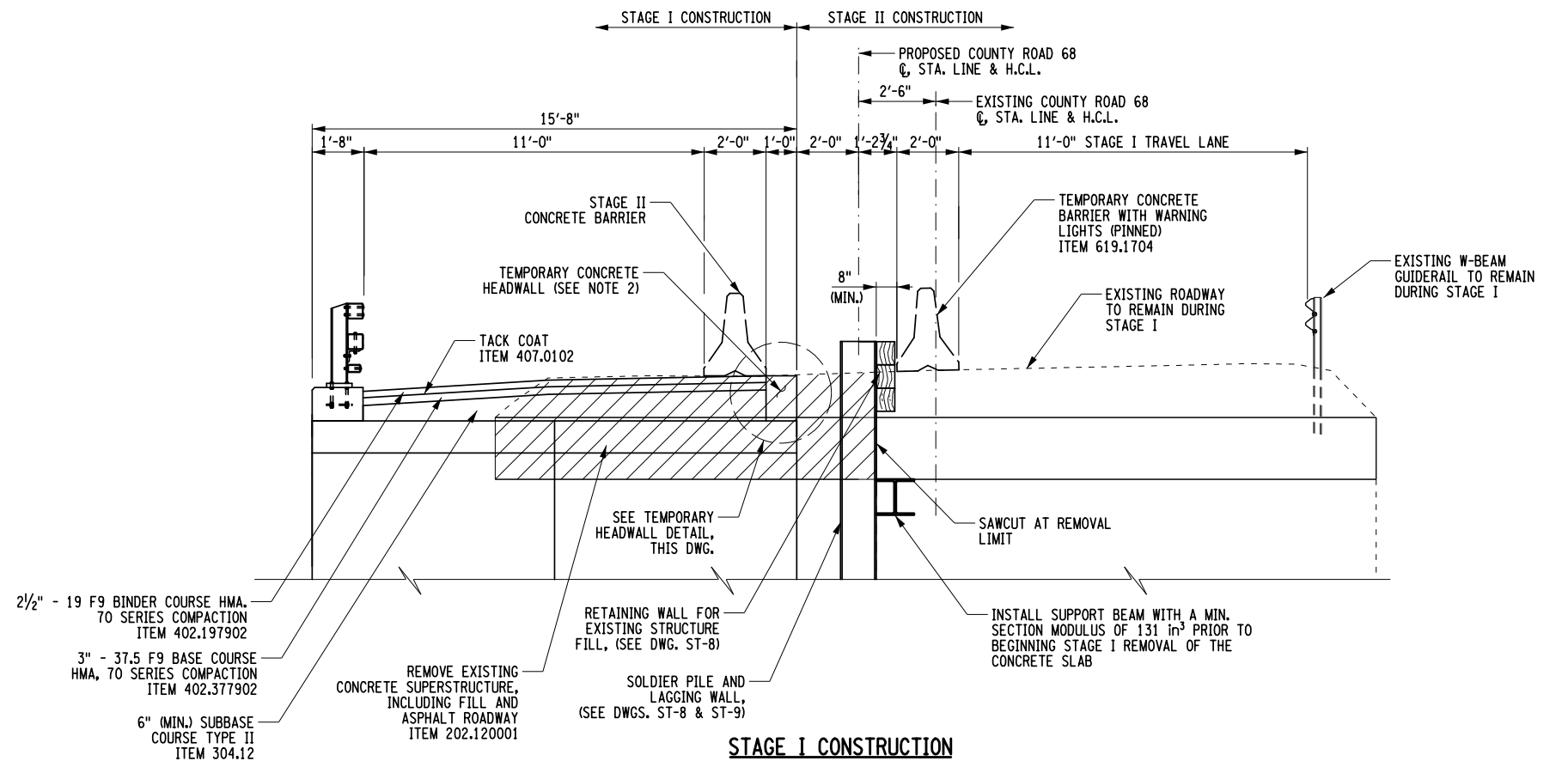


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	BRIDGE REPLACEMENT				D033488		
	TOWN OF WILLSBORO				WORK ZONE TRAFFIC CONTROL - 4		
	COUNTY: ESSEX				DRAWING NO. WZTC-4	SHEET NO. 10	
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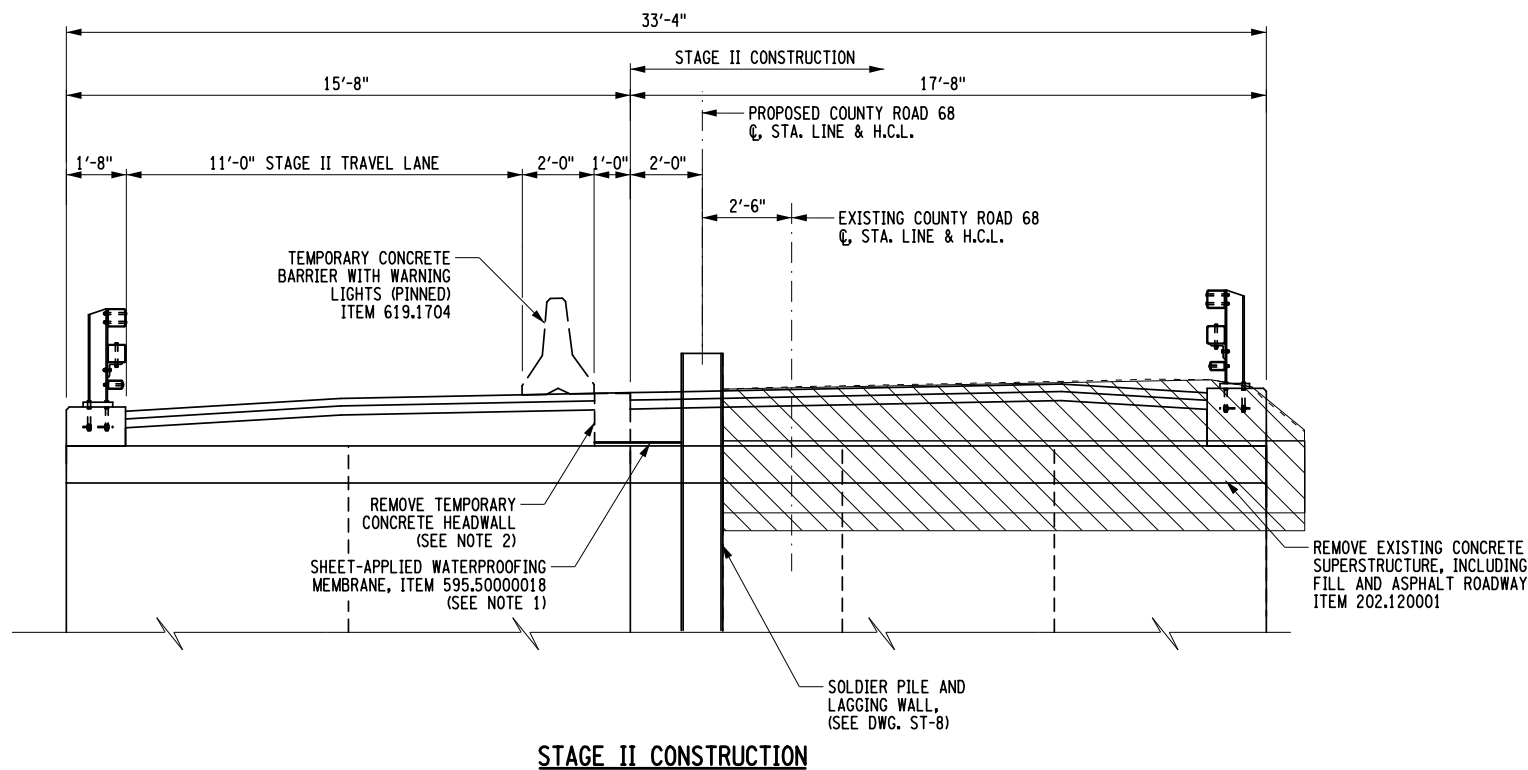


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DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT
ESTIMATED BY S. HAGY DRAFTED BY K. DETRICK CHECKED BY M. HUNT



STAGE I CONSTRUCTION



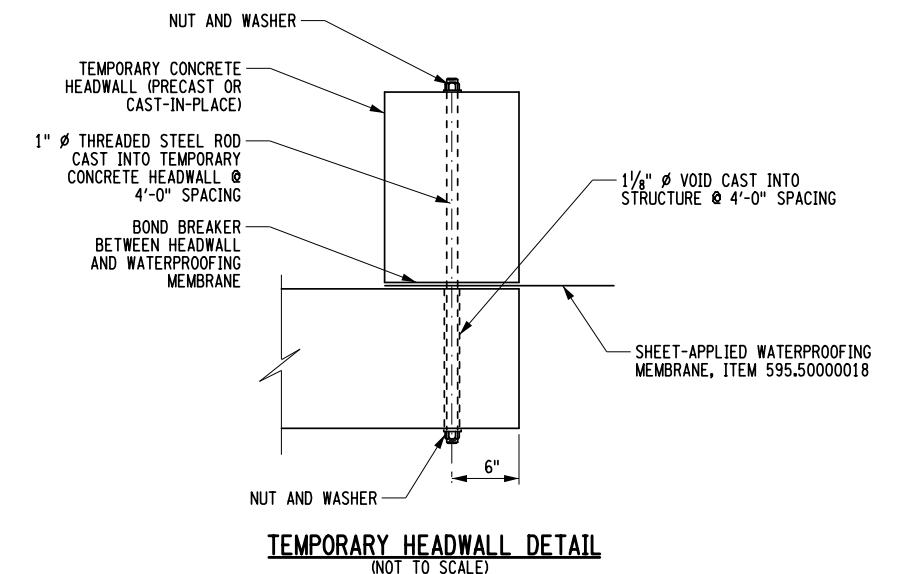
STAGE II CONSTRUCTION

STAGED CONSTRUCTION SEQUENCE

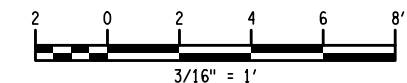
1. INSTALL TRAFFIC CONTROL DEVICES TO SHIFT ALL TRAFFIC TO SOUTH TRAVEL LANE.
2. SAWCUT AND REMOVE NORTH HALF OF THE SUPERSTRUCTURE SLAB WITHIN THE LIMITS SPECIFIED.
3. INSTALL SOLDIER PILE AND LAGGING WALL. REMOVE ALL FILL AND SUBSTRUCTURE NORTH OF THE TEMPORARY WALL.
4. INSTALL SHEET PILE CELL AROUND FOOTING EXCAVATIONS AND POUR NEW FOOTINGS.
5. SET NEW PRECAST THREE-SIDED STRUCTURE UNITS AND U-WALLS, GROUT FOOTING KEYWAY, AND APPLY WATER PROOFING MEMBRANE.
6. INSTALL LAGGING TO NEW PRECAST SPAN UNIT AS SHOWN ON DWG. ST-9.
7. BACKFILL BEHIND UNIT STEMS TO THE BOTTOM OF SUBBASE ELEVATION AND THEN PLACE SUBBASE WITHIN RECONSTRUCTION LIMITS.
8. PAVE BASE AND BINDER TO THE STAGED CONSTRUCTION LIMITS AND INSTALL 3-RAIL STEEL BRIDGE RAIL AND TEMPORARY CONCRETE BARRIER.
9. SHIFT ALL TRAFFIC TO THE NEWLY CONSTRUCTED TRAVEL LANE ON THE NORTH SIDE.
10. REMOVE SOUTH HALF OF THE SUPERSTRUCTURE SLAB AND ALL FILL SOUTH OF THE TEMPORARY WALL.
11. REMOVE SOLDIER PILE BEHIND EXISTING WEST ABUTMENT AND ALL LAGGING ATTACHED TO EXISTING STRUCTURE.
12. REPEAT SEQUENCE 4-8 FOR CONSTRUCTION OF SOUTH HALF OF BRIDGE, REMOVING THE TEMPORARY WALL TO THE BOTTOM OF SUBBASE ELEVATION AS FILL PROGRESSES.
13. PAVE THE TOP COURSE OF ASPHALT, INSTALL GUIDERAIL, ESTABLISH TURF, REMOVE TEMPORARY SIGNALS, AND COMPLETE REMAINING CONTRACT ITEMS.

NOTES:

1. SHEET-APPLIED WATERPROOFING MEMBRANE SHALL BE INSTALLED AT THE STAGED CONSTRUCTION LIMIT PRIOR TO CONSTRUCTION OF THE TEMPORARY CONCRETE HEADWALL. THE EXCESS WATERPROOFING MEMBRANE SHALL BE PROTECTED FROM DAMAGE THROUGHOUT CONSTRUCTION.
2. THE COST FOR ALL ELEMENTS OF THE INSTALLATION AND REMOVAL OF TEMPORARY CONCRETE HEADWALL, INCLUDING CONCRETE, BOND BREAKER, STEEL RODS, REINFORCEMENT, NUTS AND WASHERS SHALL BE INCLUDED IN ITEM 619.01.



TEMPORARY HEADWALL DETAIL
(NOT TO SCALE)



AS BUILT REVISIONS DESCRIPTION OF WORK:	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	BRIDGE REPLACEMENT					D033488
					WORK ZONE TRAFFIC CONTROL - 5	DRAWING NO. WZTC-5
	TOWN OF WILLSBORO					SHEET NO. 11
	COUNTY: ESSEX					
SIGNATURE	DATE	DOCUMENT NAME: 1759.25_cpb_sec_typ_csp_01.dgn				





AS BUILT REVISIONS
DESCRIPTION OF WORK:

DATE _____

COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK
BRIDGE REPLACEMENT
TOWN OF WILLSBORO
COUNTY: ESSEX

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

GENERAL PLAN

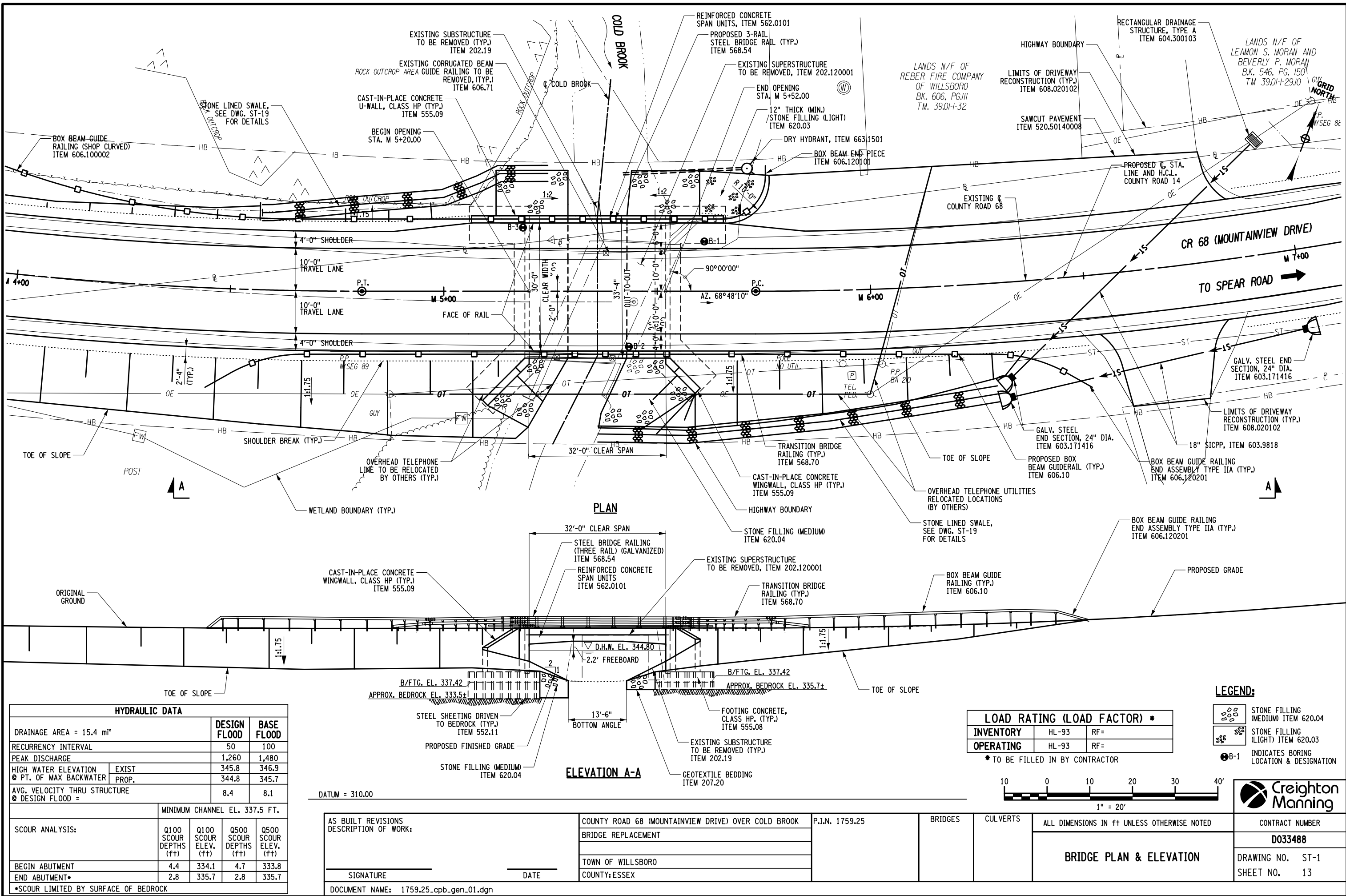


D033488

DRAWING NO.	GP-1
SHEET NO.	12

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DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT
DRAFTED BY S. HAGY ESTIMATED BY M. HUNT CHECKED BY K. DETRICK
CHECKED BY M. HUNT



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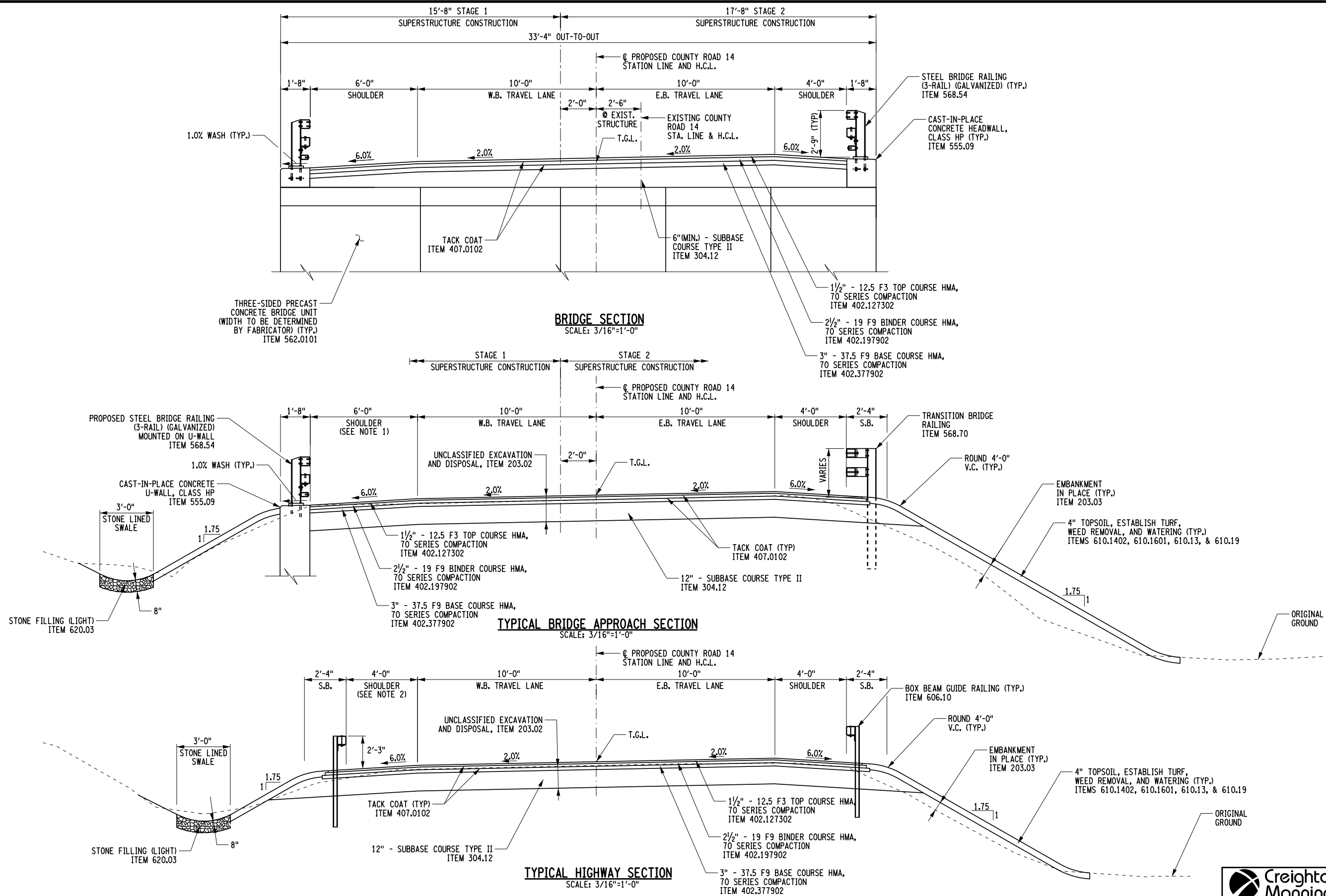
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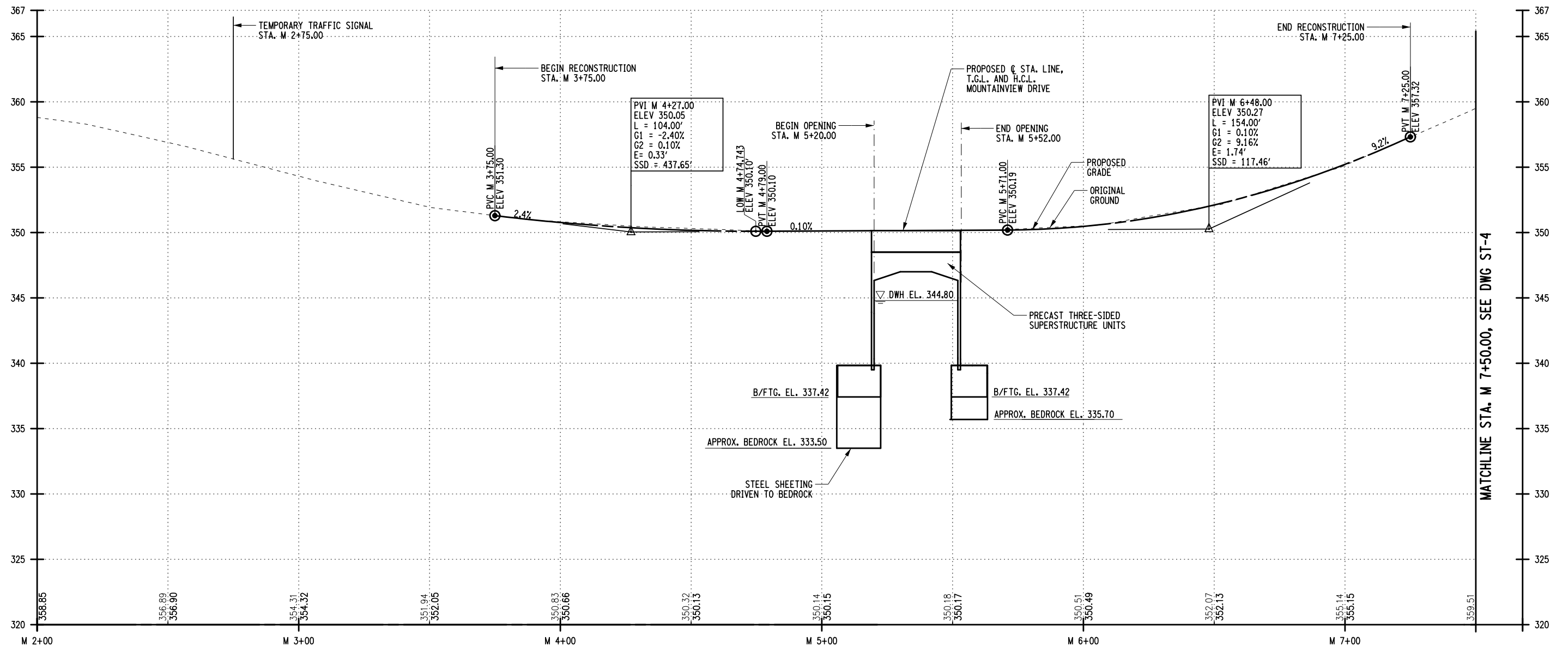
- SHOULDER WIDTH WILL TRANSITION FROM 6'-0" AT BRIDGE TO 4'-0" ALONG APPROACHES TO MATCH ADJACENT ROADWAY SECTIONS.
- CROSS SLOPE OF THIS SHOULDER WILL VARY BETWEEN STA. M 5+66 AND 6+85 TO ACCOMMODATE THE FIREHOUSE DRIVEWAY.

AS BUILT REVISIONS DESCRIPTION OF WORK:	
SIGNATURE _____ DATE _____	
DOCUMENT NAME: 1759.25_cpb_sec_typ.pro.dgn	

COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25
BRIDGE REPLACEMENT	
TOWN OF WILLSBORO	
COUNTY: ESSEX	

BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033488
TYPICAL SECTIONS			DRAWING NO. ST-2 SHEET NO. 14





PROPOSED BRIDGE PROFILE - 1

The diagram illustrates the vertical alignment and banking of the bridge. The vertical axis represents elevation in feet/feet (FT/FT), ranging from -0.06 to +0.06. The horizontal axis represents stationing, with key points marked at STA. M 3+75.00, STA. M 4+00.00, STA. M 7+00.00, and STA. M 7+25.00.

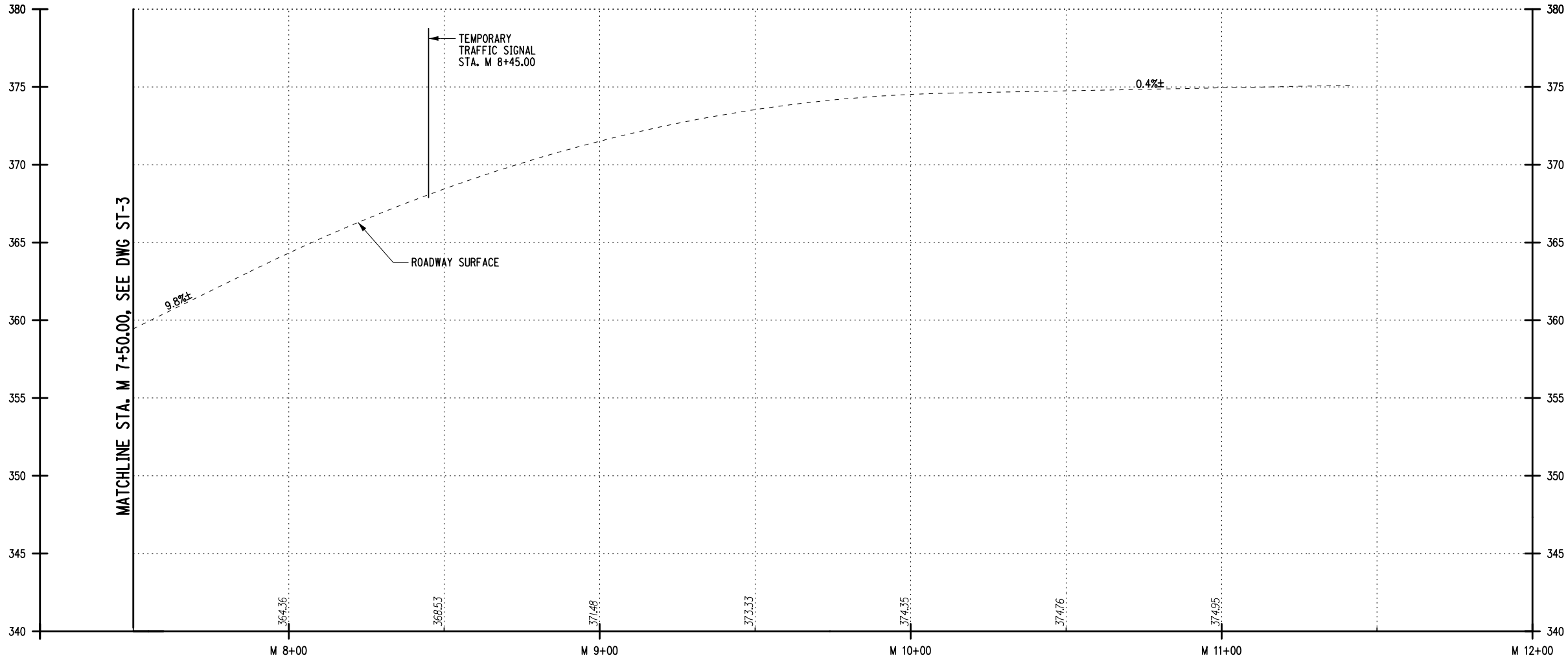
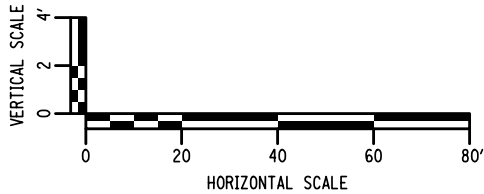
The profile shows the Right of Way (RT) and Left of Way (LT) elevations, the existing ground line (STA. LINE, G. & T.G.L.), and the proposed bridge deck profile. The bridge deck is shown with a 2.00% leftward bank.

BANKING DIAGRAM

AS BUILT REVISIONS DESCRIPTION OF WORK: _____ SIGNATURE	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	BRIDGE REPLACEMENT				PROFILE - 1	D033488
						DRAWING NO. ST-3
	TOWN OF WILLSBORO					SHEET NO. 15
	COUNTY: ESSEX					
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DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT ESTIMATED BY S. HAGY DRAFTED BY K. DETRICK CHECKED BY M. HUNT



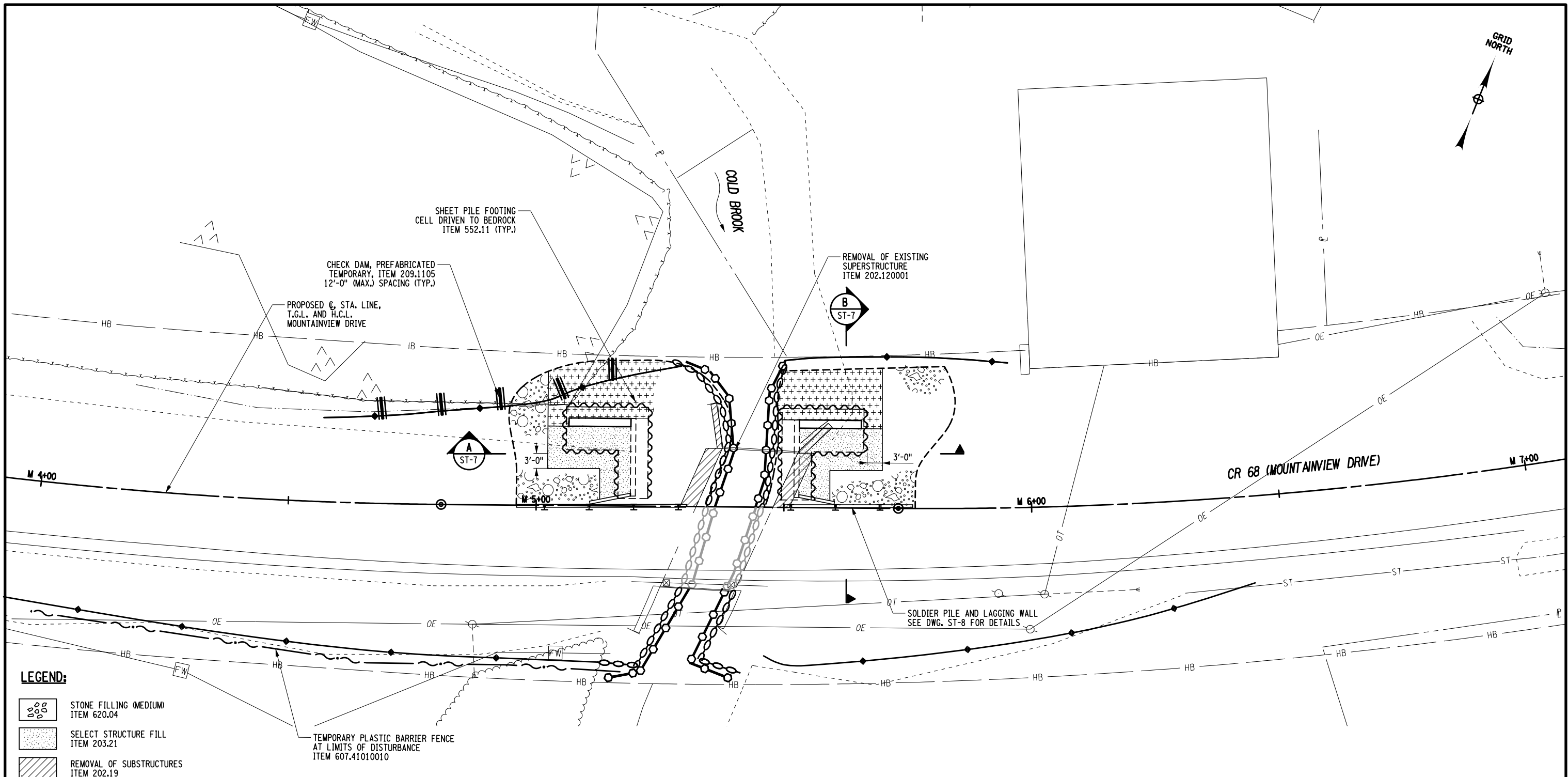
PROFILE - 2

AS BUILT REVISIONS DESCRIPTION OF WORK:		COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
		BRIDGE REPLACEMENT					D033488
SIGNATURE _____ DATE _____		TOWN OF WILLSBORO				PROFILE - 2	DRAWING NO. ST-4
DOCUMENT NAME: 1759.25_cpb_pro_ext_02.dgn		COUNTY: ESSEX					SHEET NO. 16



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LEGEND:

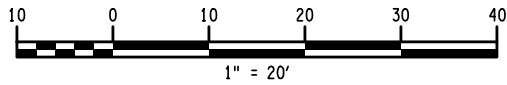
- STONE FILLING (MEDIUM)
ITEM 620.04
- SELECT STRUCTURE FILL
ITEM 203.21
- REMOVAL OF SUBSTRUCTURES
ITEM 202.19
- BACKFILL W/SUITABLE EXCAVATED
MATERIAL AS PROVIDED BY
ITEM 206.01
- HIGHWAY EMBANKMENT MATERIAL
ITEM 203.03
- CHECK DAM, PREFABRICATED
TEMPORARY, ITEM 209.1105
- LIMITS OF STRUCTURE
EXCAVATION, ITEM 206.01
- TEMPORARY PLASTIC BARRIER FENCE,
ITEM 607.41010010
- SILT FENCE,
ITEM 209.13
- PAY LIMIT FOR COFFERDAM
(TYPE 2), ITEMS 553.020001
& 553.020002
- TURBIDITY CURTAIN
ITEM 209.1501
- PERMANENT STEEL SHEETING,
ITEM 552.11

TEMPORARY PLASTIC BARRIER FENCE
AT LIMITS OF DISTURBANCE
ITEM 607.41010010

STAGE I

NOTES:

- EMBANKMENT IN PLACE FOR THE APPROACH
ROADWAY NOT SHOWN FOR CLARITY.
- FILL REQUIRED IN FRONT OF (STREAM SIDE)
WINGWALLS AND RIGID FRAME UNITS SHALL
BE AS PROVIDED BY ITEM 206.01.

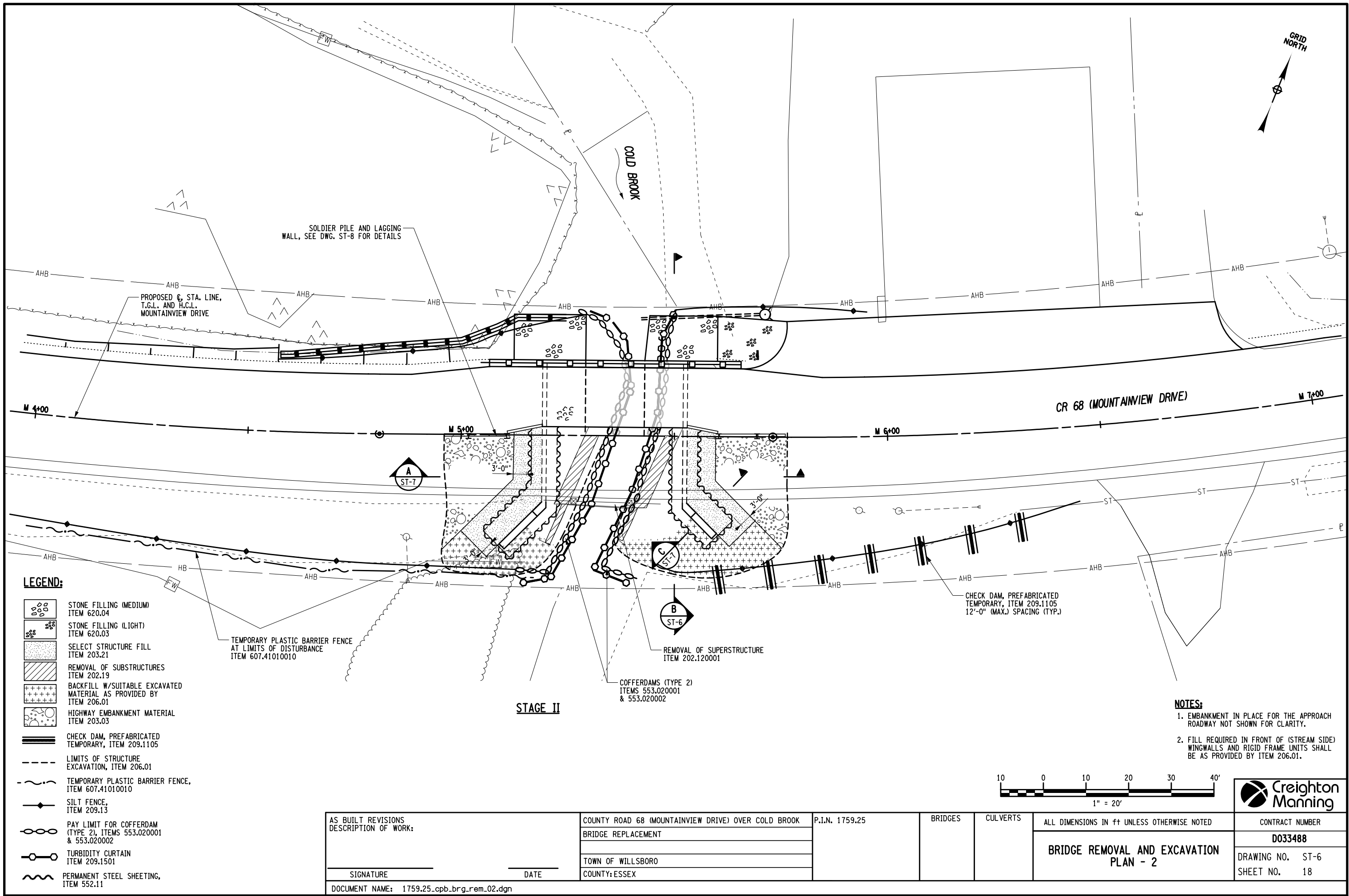


AS BUILT REVISIONS DESCRIPTION OF WORK:	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER	
	BRIDGE REPLACEMENT				D033488		
					BRIDGE REMOVAL AND EXCAVATION PLAN - 1		
	TOWN OF WILLSBORO						
SIGNATURE	DATE	COUNTY: ESSEX	DRAWING NO. ST-5 SHEET NO. 17				
DOCUMENT NAME: 1759.25_cpb_brg_rem_01.dgn							



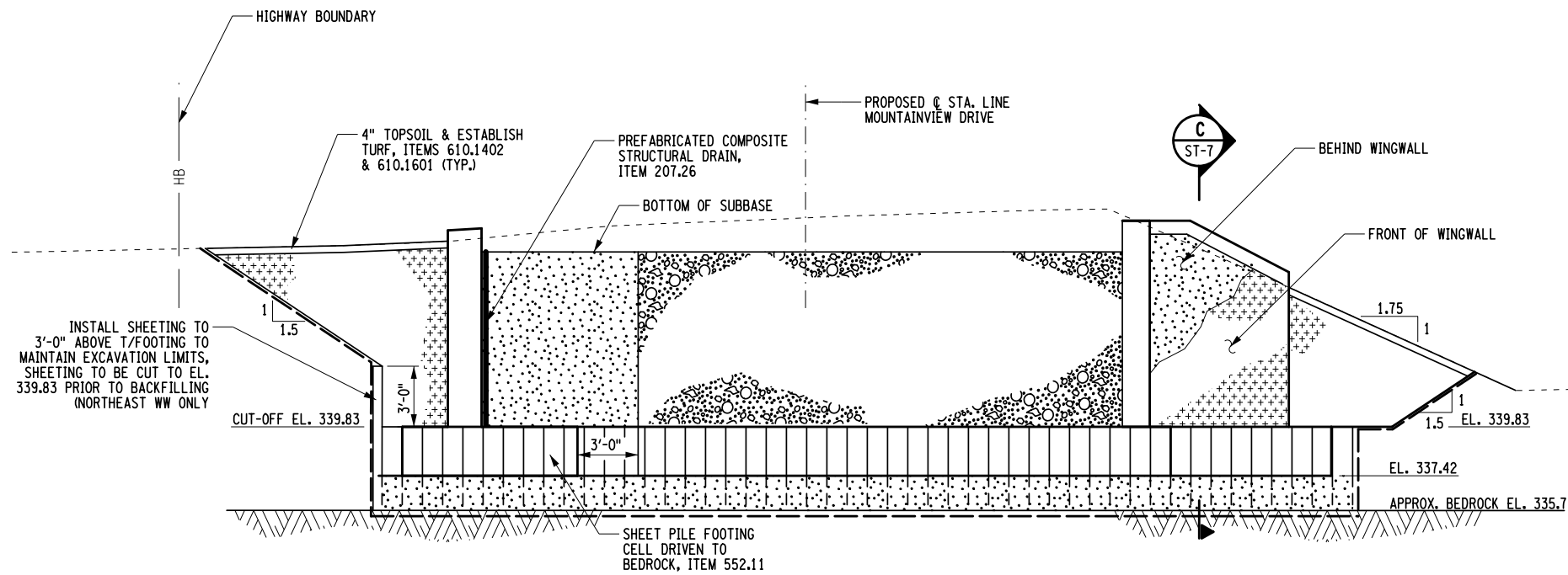
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DATE/TIME = 5/17/2010
USER = S.Hagy

DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT DRAFTED BY K. DETRICK CHECKED BY M. HUNT

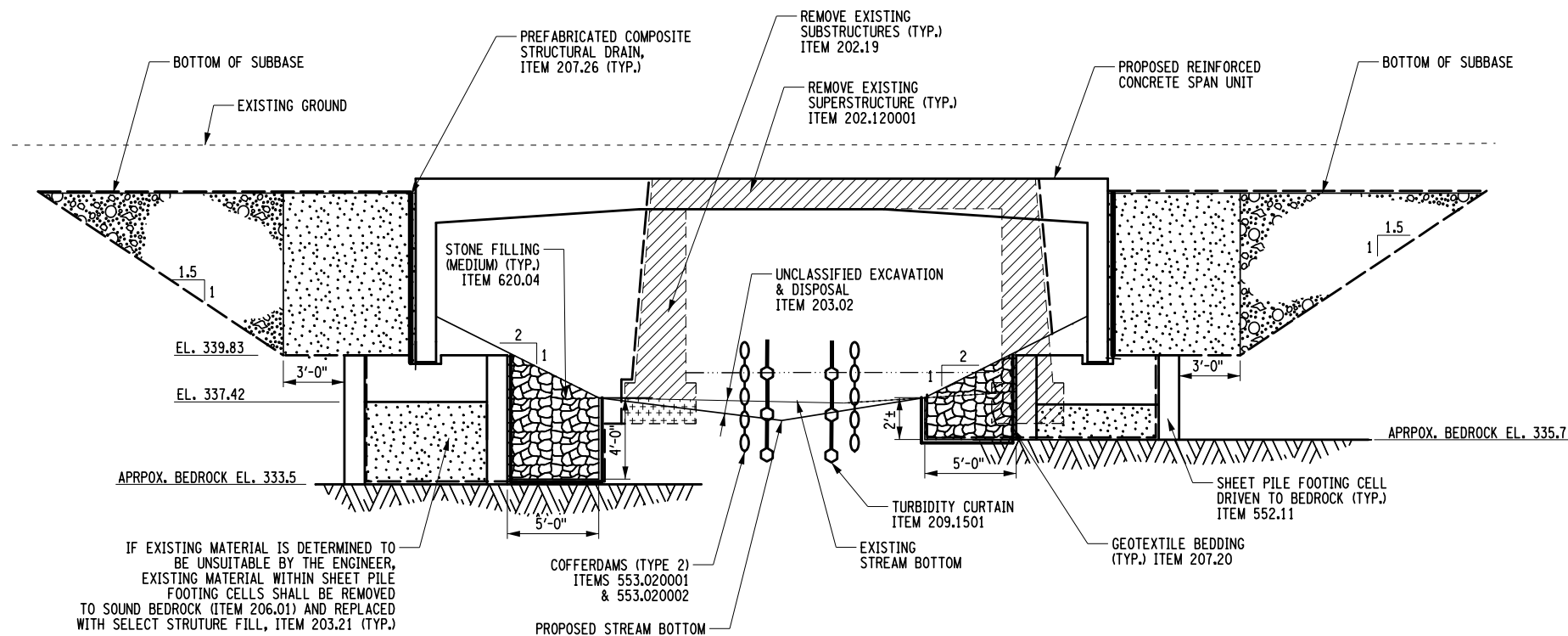


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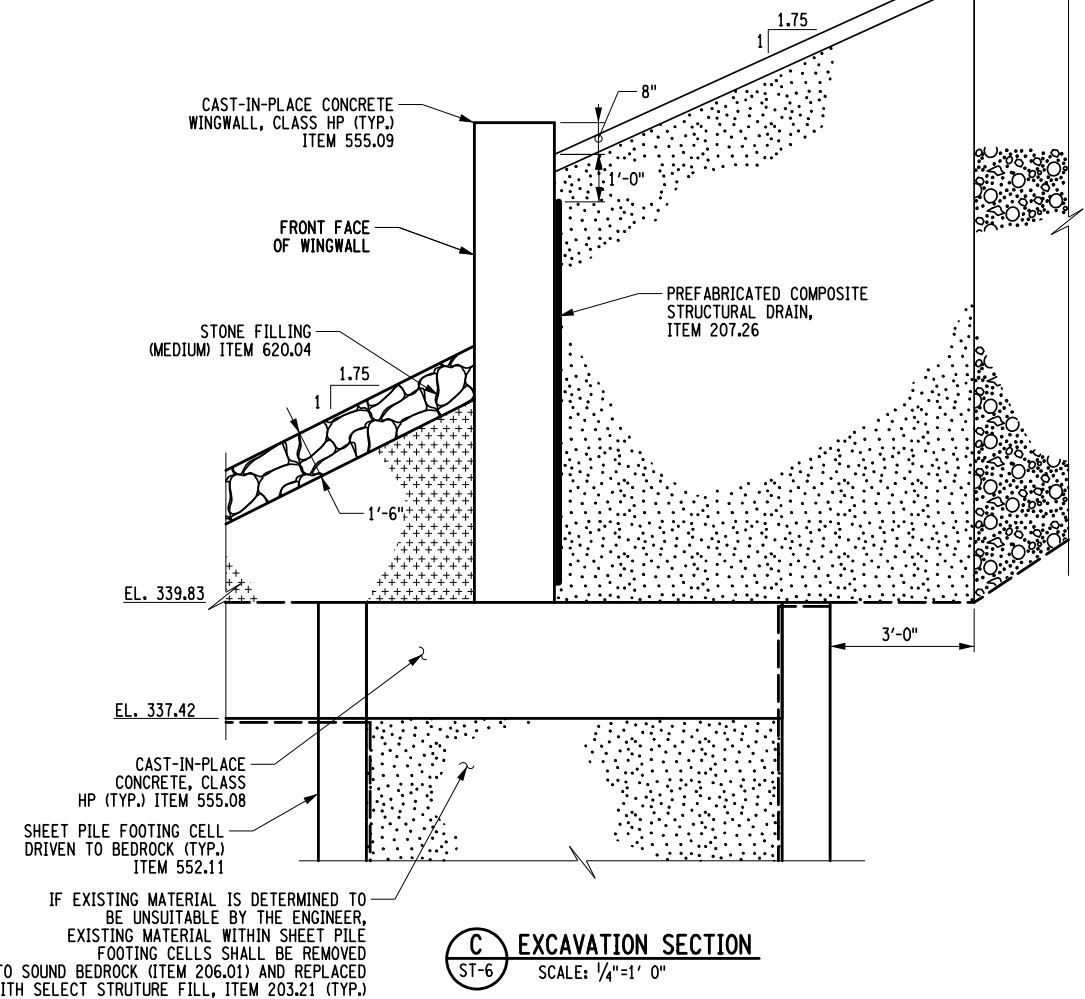
DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT
ESTIMATED BY M. HUNT DRAFTED BY K. DETRICK CHECKED BY M. HUNT



B EXCAVATION SECTION
ST-6 SCALE: 1/8"=1'-0"
(EAST ABUTMENT SHOWN, WEST SIMILAR)



A EXCAVATION ELEVATION
ST-5 ST-6 SCALE: 1/8"=1'-0"



C EXCAVATION SECTION
ST-6 SCALE: 1/4"=1' 0"

LEGEND

- SELECT STRUCTURE FILL, ITEM 203.21
- HIGHWAY EMBANKMENT MATERIAL, ITEM 203.03
- STONE FILLING (MEDIUM), ITEM 620.04
- REMOVAL OF SUBSTRUCTURES, AND SUPERSTRUCTURE ITEMS 202.19 AND 202.120001
- BACKFILL WITH SUITABLE EXCAVATED MATERIALS AS PROVIDED BY ITEMS 206.01
- LIMITS OF STRUCTURAL EXCAVATION, ITEM 206.01
- GEOTEXTILE BEDDING ITEM 207.20
- PREFABRICATED COMPOSITE STRUCTURAL DRAIN, ITEM 207.26
- COFFERDAMS (TYPE 2) ITEMS 553.020001 & 553.020002
- TURBIDITY CURTAIN ITEM 209.1501

AS BUILT REVISIONS
DESCRIPTION OF WORK:

BRIDGE REPLACEMENT

TOWN OF WILLSBORO

COUNTY: ESSEX

SIGNATURE

DATE

DOCUMENT NAME: 1759.25_cpb_erw_sec_01.dgn

COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK

BRIDGE REPLACEMENT

TOWN OF WILLSBORO

COUNTY: ESSEX

SIGNATURE

DATE

DOCUMENT NAME: 1759.25_cpb_erw_sec_01.dgn

P.I.N. 1759.25

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

**BRIDGE REMOVAL AND
EXCAVATION SECTIONS**



CONTRACT NUMBER

D033488

DRAWING NO. ST-7

SHEET NO. 19

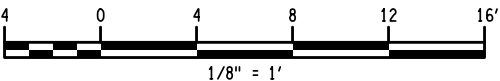


- ① - DENOTES PILE PLACED IN ROCK SOCKET
① - DENOTES DRIVEN PILE

NOTES:

1. PILES #3, #4, & #5 SHALL BE REMOVED TO THE BOTTOM OF FOOTING ELEVATION PRIOR TO PLACING THE FOOTING. COST FOR REMOVAL SHALL BE INCLUDED IN ITEM 552.2201.

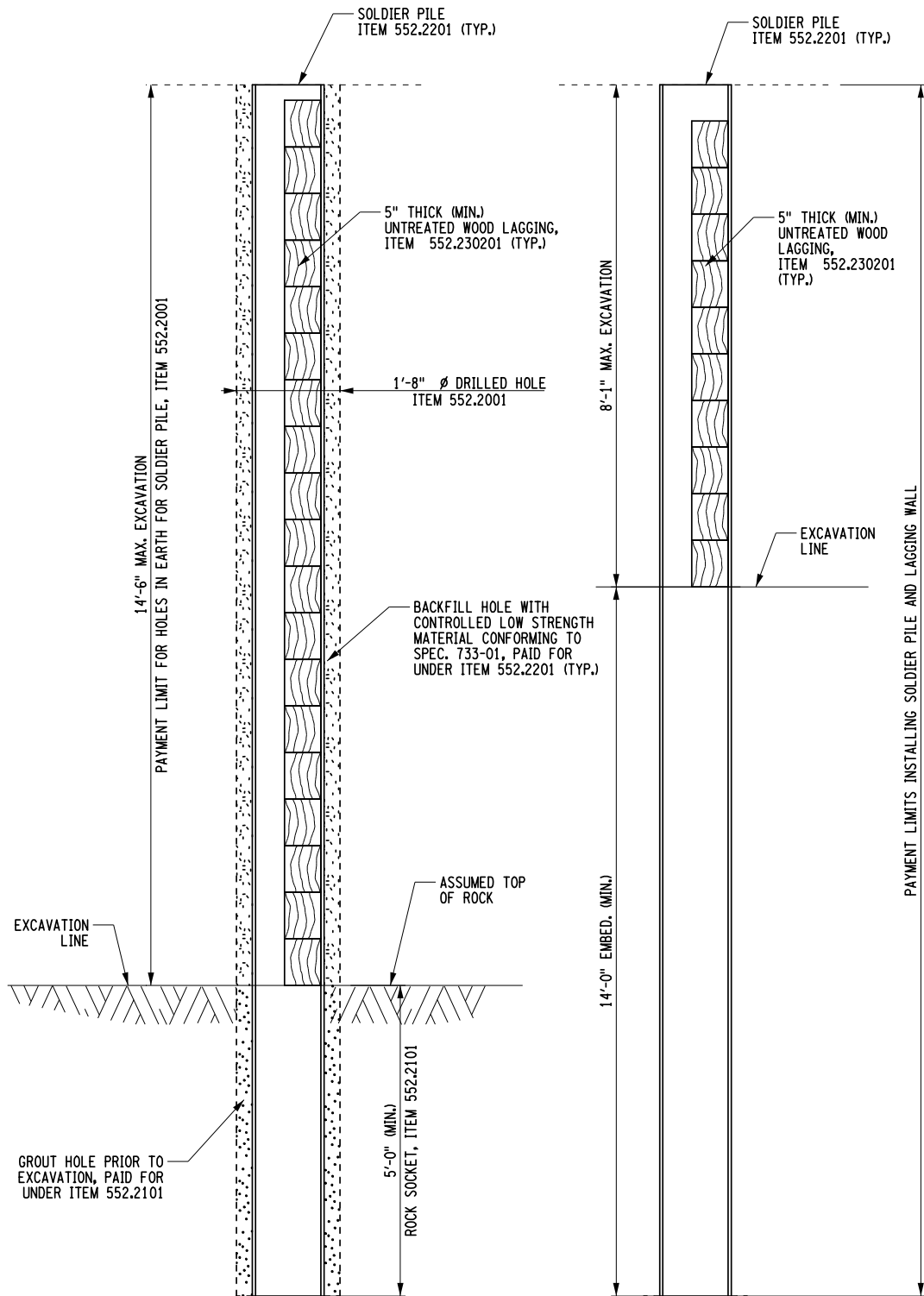
PILE NUMBER	STATION	OFFSET (IN FEET)	PILE TOP ELEV. (IN FEET)	DEPTH OF EXCAVATION (IN FEET)	ESTIMATED PILE TIP ELEV. (IN FEET)	ESTIMATED PILE ELEV. (IN FEET)	ASSUMED ROCK ELEV. (IN FEET)	MINIMUM ROCK SOCKET (IN FEET)	MINIMUM PILE SECTION MODULUS (CUBIC INCHES)	MINIMUM DIA. OF HOLE (IN INCHES)	AS-BUILT LENGTH (IN FEET)
1	M 5+69.4	0.0	350.2	7.5	336.6	13.6	335.7	-	66.7	20.0	
2	M 5+60.4	0.0	350.2	12.7	330.7	19.5	335.7	5.0	131.0	20.0	
3	M 5+51.4	0.0	350.2	13.4	330.7	19.5	335.7	5.0	131.0	20.0	
4	M 5+28.7	0.0	350.2	14.5	328.5	21.7	333.5	5.0	172.0	20.0	
5	M 5+19.7	0.0	350.2	12.7	328.5	21.7	333.5	5.0	172.0	20.0	
6	M 5+10.7	0.0	350.2	12.7	328.5	21.7	333.5	5.0	172.0	20.0	
7	M 5+01.7	0.0	350.2	7.5	336.2	14.0	333.5	-	66.7	20.0	



AS BUILT REVISIONS DESCRIPTION OF WORK:	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	BRIDGE REPLACEMENT					D033488
	TOWN OF WILLSBORO					DRAWING NO. ST-8
SIGNATURE _____	DATE _____	COUNTY: ESSEX			SOLDIER PILE & LAGGING WALL	SHEET NO. 20
DOCUMENT NAME: 1759.25_cpb_dtl_wal_pln.dgn						

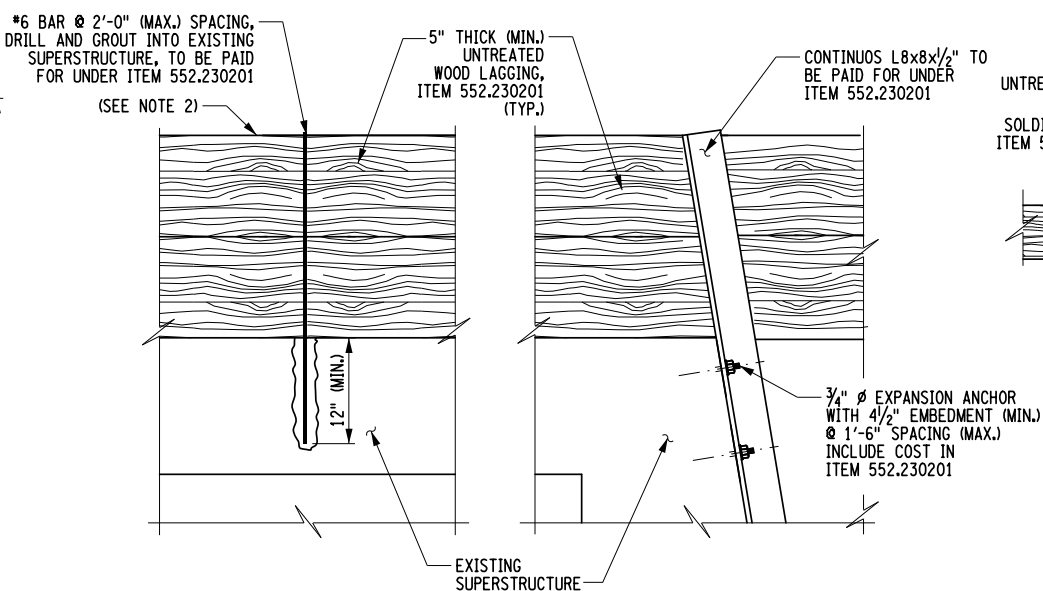
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DATE/TIME = 5/17/2010
USER = Shaggy

DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT ESTIMATED BY S. HAGY DRAFTED BY K. DETRICK CHECKED BY M. HUNT

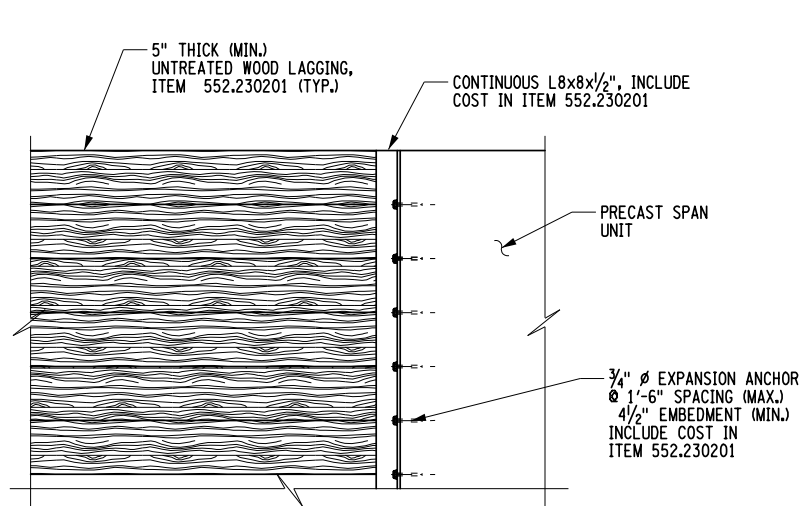


A ROCK SOCKET SOLDIER PILE SECTION
ST-8 SCALE: 3/8"=1'-0"

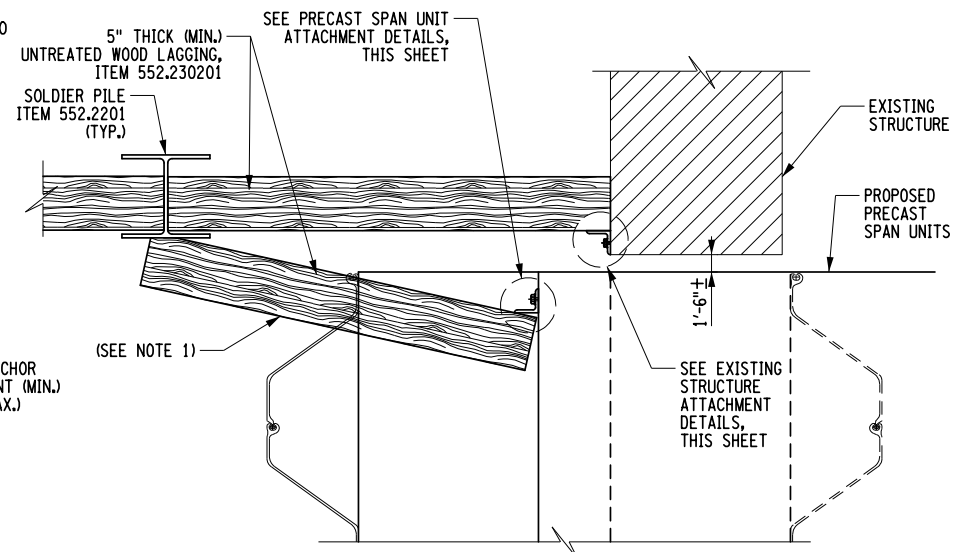
B ROCK SOCKET SOLDIER PILE SECTION
ST-8 SCALE: 3/8"=1'-0"



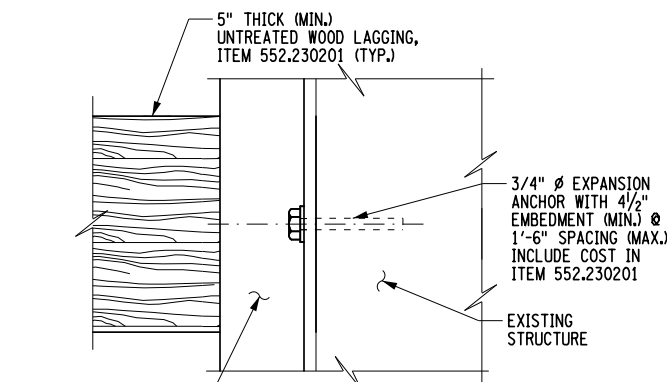
LAGGING ATTACHMENT DETAILS - OVER EXISTING STRUCTURE
(NOT TO SCALE)



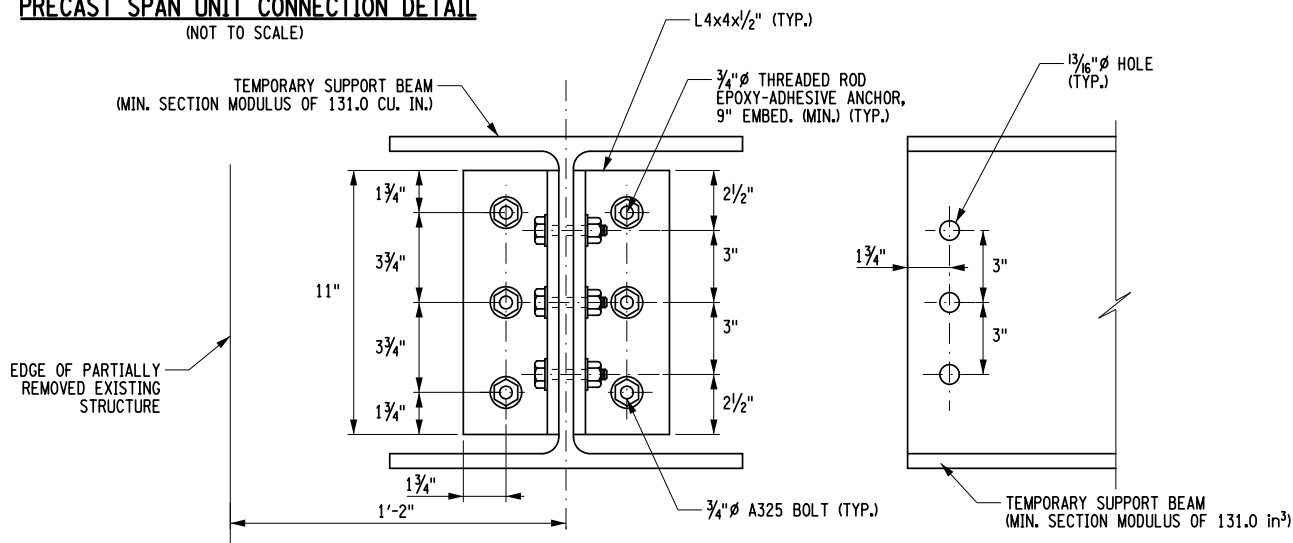
PRECAST SPAN UNIT CONNECTION DETAIL
(NOT TO SCALE)



TYPICAL STRUCTURE CONNECTION PLAN
(NOT TO SCALE)



EXISTING STRUCTURE CONNECTION DETAIL
(NOT TO SCALE)



TEMPORARY STRUCTURE SUPPORT BEAM DETAILS
SCALE: 1 1/2"=1'-0"

NOTES:

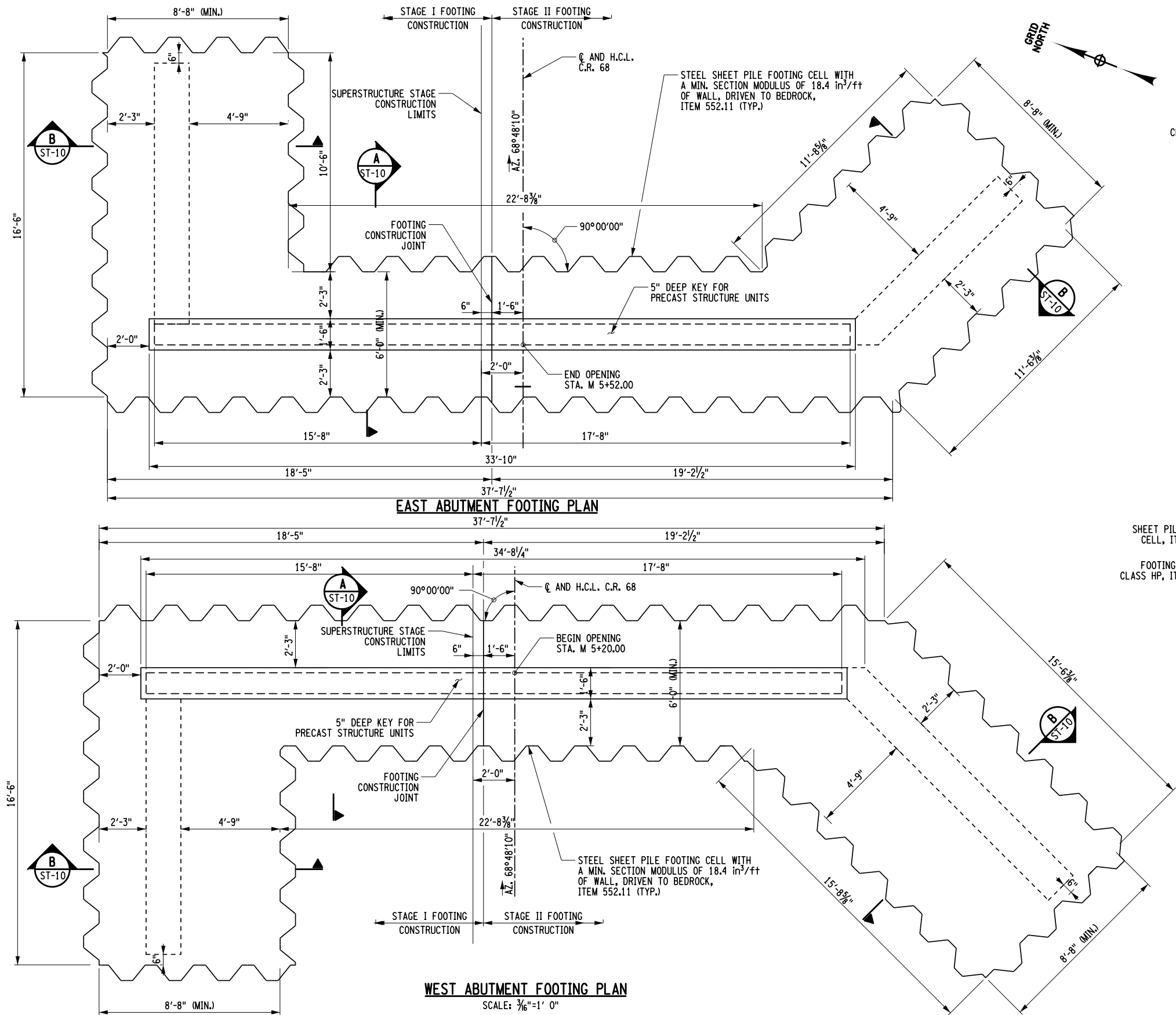
- LAGGING TO BE FULLY INSTALLED AND ATTACHED TO PRECAST SPAN UNITS PRIOR TO BACKFILL OF PRECAST SPAN UNITS. LAGGING ATTACHED TO EXISTING STRUCTURE MAY BE REMOVED AFTER STAGE II HAS BEEN EXCAVATED.
- LAGGING AND SUPPORTING REBAR TO BE TRENCHED IN AND INSTALLED PRIOR TO REMOVAL OF EXISTING SUPERSTRUCTURE TO MAINTAIN TRAFFIC

AS BUILT REVISIONS DESCRIPTION OF WORK: SIGNATURE _____ DATE _____ DOCUMENT NAME: 1759.25_cpb.dtl.wal.01.dgn	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK		P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033488
	BRIDGE REPLACEMENT						
	TOWN OF WILLSBORO					SOLDIER PILE & LAGGING WALL DETAILS	DRAWING NO. ST-9 SHEET NO. 21
	COUNTY: ESSEX						



FILE NAME = E:\P\p\egets\2010\10-245 Mountainview\cadd\p\anset\1759.25_cpb.dtl.ftg.pln.01.dgn
DATE/TIME = 5/17/2010
USER = Shaggy

DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY ESTIMATED BY M. HUNT DRAFTED BY K. DETRICK CHECKED BY M. HUNT



NOTES:

- DIMENSIONS OF PREFABRICATED ELEMENTS ARE ASSUMED. ACTUAL DIMENSIONS TO BE DETERMINED BY FABRICATOR.
- SPAN UNIT LEG WIDTH ASSUMED TO BE 12". IF THE ACTUAL LEG WIDTH IS WIDER THAN THE ASSUMED WIDTH, THE KEY MUST BE WIDENED BY AN EQUAL AMOUNT TO KEEP THE VERTICAL LOAD IN THE CENTER OF THE FOOTING.
- FOOTING CONCRETE SHALL BE PLACED WITHIN SHEET PILE FOOTING CELL SO THAT THERE ARE NO VOIDS BETWEEN SHEET PILES AND CONCRETE.

WEST ABUTMENT FOOTING PLAN

SCALE: 3/8"=1'-0"

AS BUILT REVISIONS
DESCRIPTION OF WORK:

SIGNATURE

DATE

DOCUMENT NAME: 1759.25_cpb.dtl.ftg.pln.01.dgn

COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK

BRIDGE REPLACEMENT

TOWN OF WILLSBORO

COUNTY: ESSEX

P.I.N. 1759.25

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

FOUNDATION PLAN & SECTIONS



CONTRACT NUMBER

D033488

DRAWING NO. ST-10

SHEET NO. 22

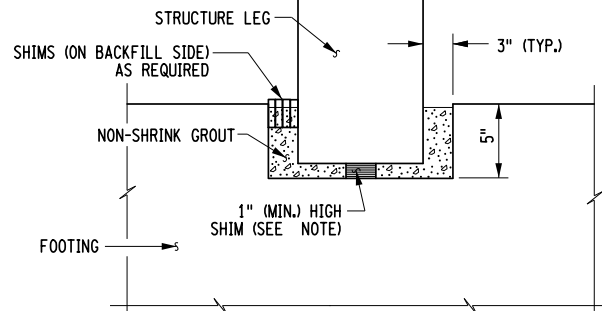
NOTES:

ADDITIONAL SHIMS ARE ALLOWED
AT THE CONTRACTORS OPTION.

GROUT SHALL MEET THE REQUIREMENTS
OF § 701-05 OR § 701-06.

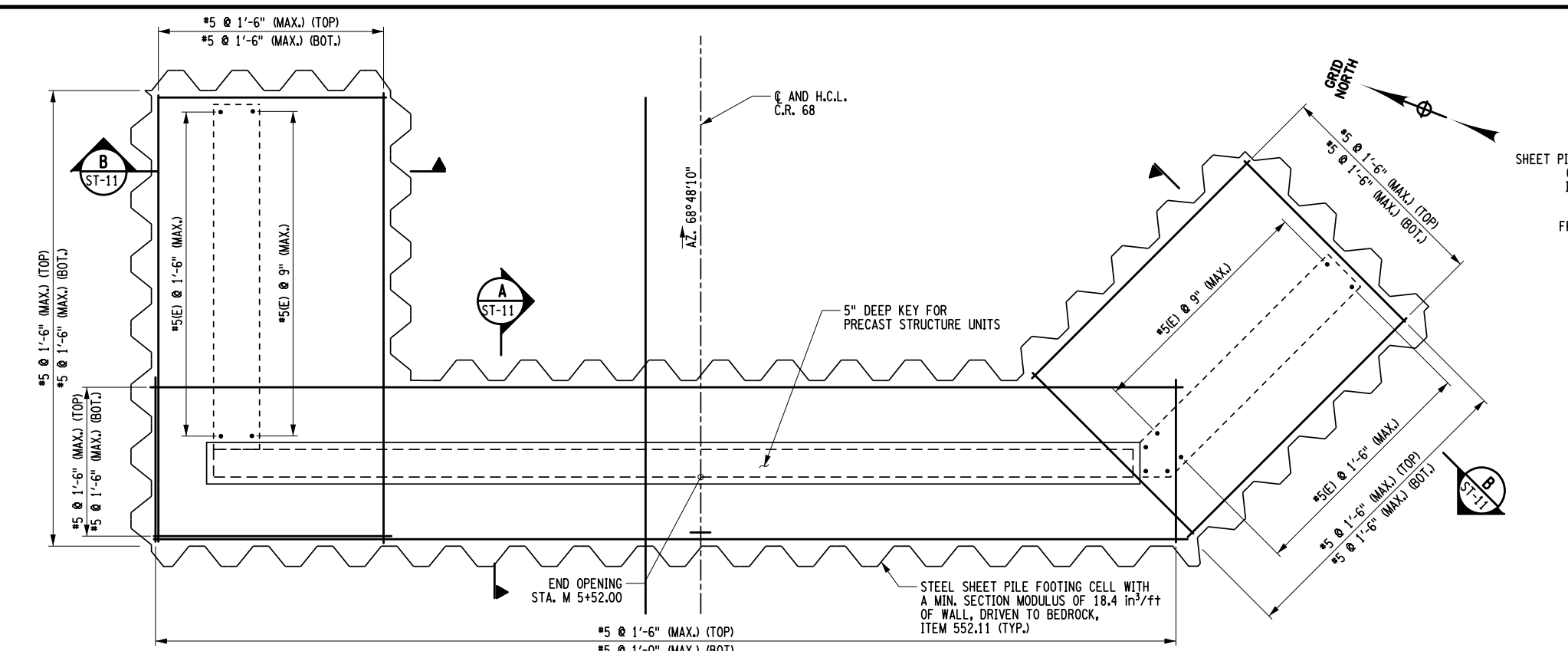
FRAME AND FOOTING CONNECTION DETAIL

NOT TO SCALE

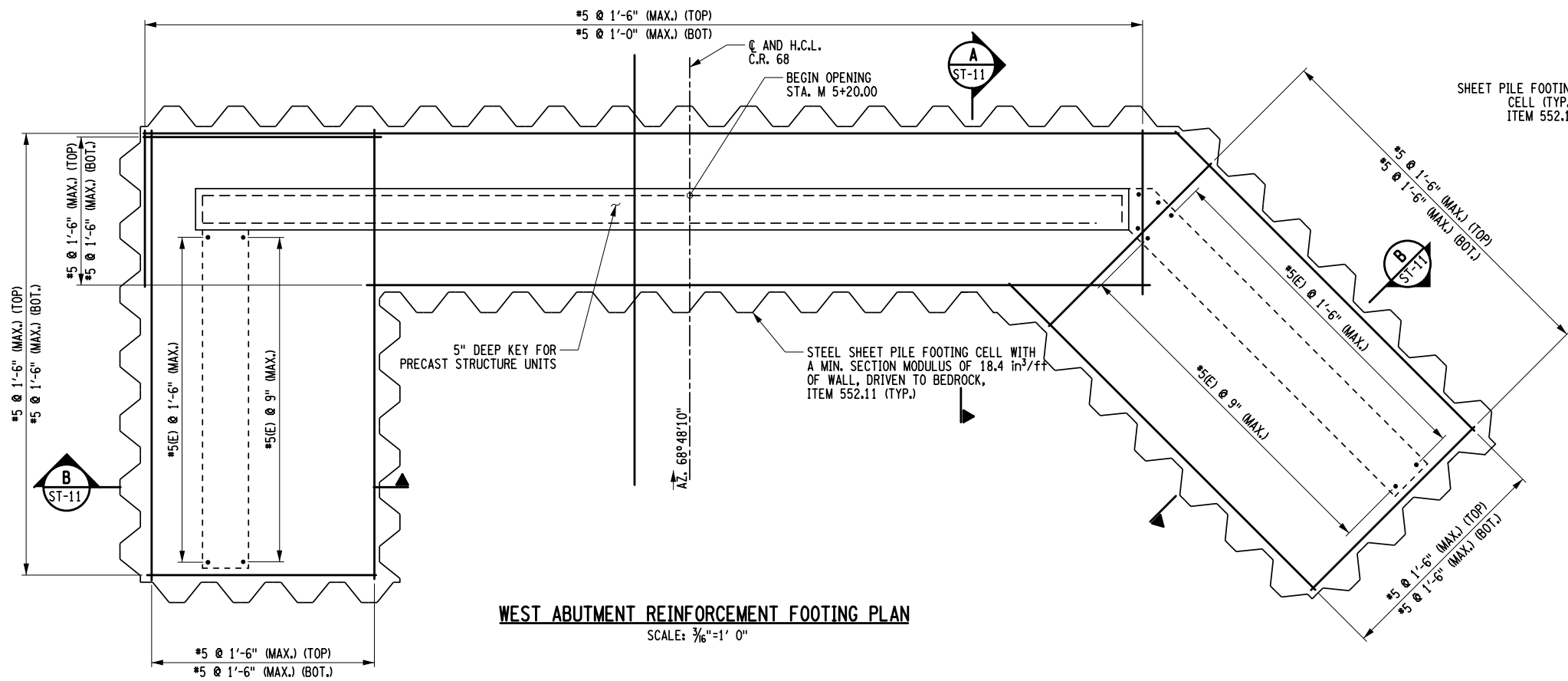


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DATE/TIME = 5/17/2010
USER = Shaggy

DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT ESTIMATED BY S. HAGY DRAFTED BY K. DETRICK CHECKED BY M. HUNT

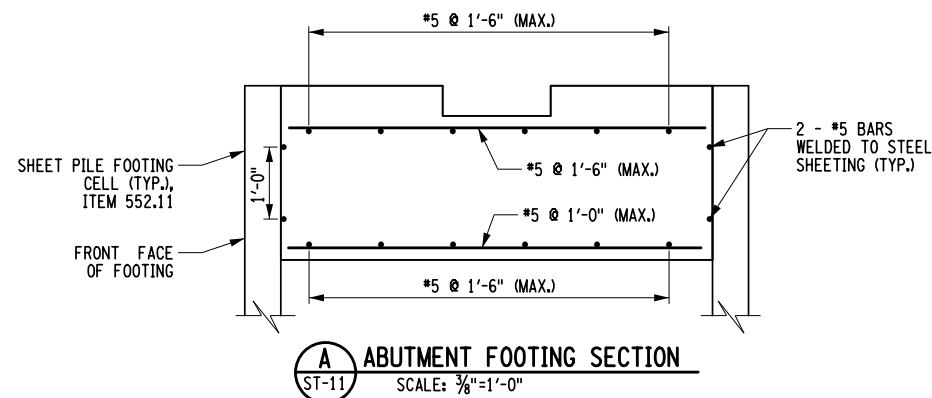


EAST ABUTMENT REINFORCEMENT FOOTING PLAN



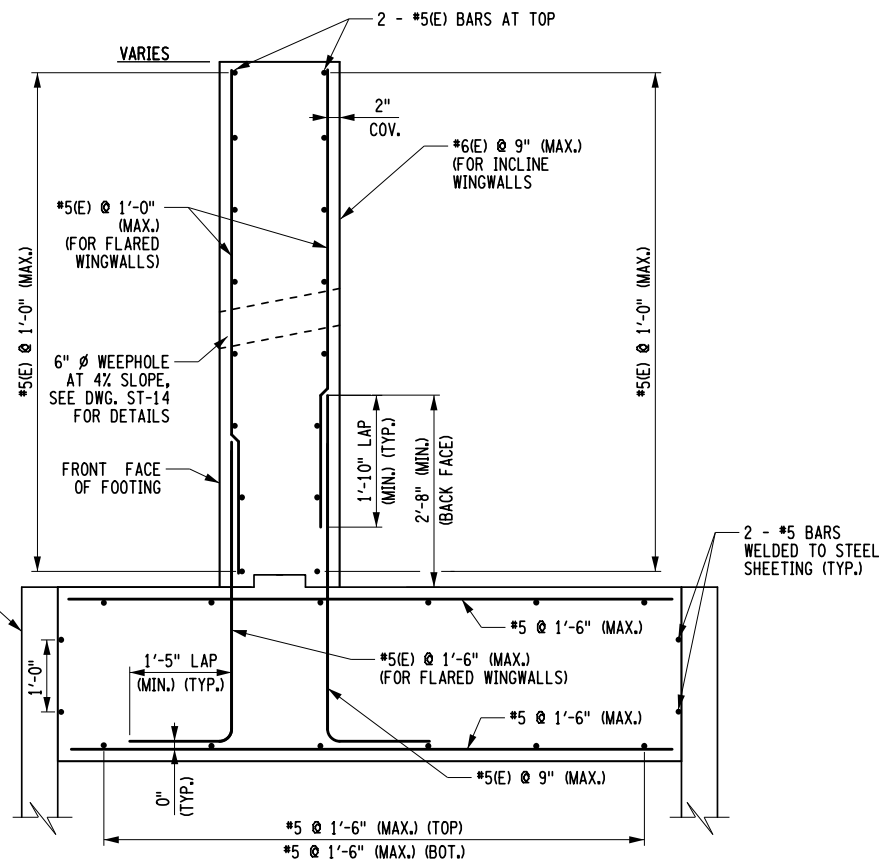
WEST ABUTMENT REINFORCEMENT FOOTING PLAN

SCALE: 3/16"=1' 0"



ABUTMENT FOOTING SECTION

SCALE: 3/8"=1'-0"



WINGWALL SECTION

SCALE: 3/8"=1'-0"

NOTES:

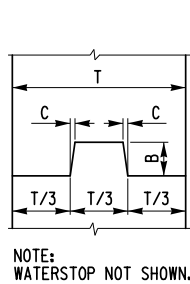
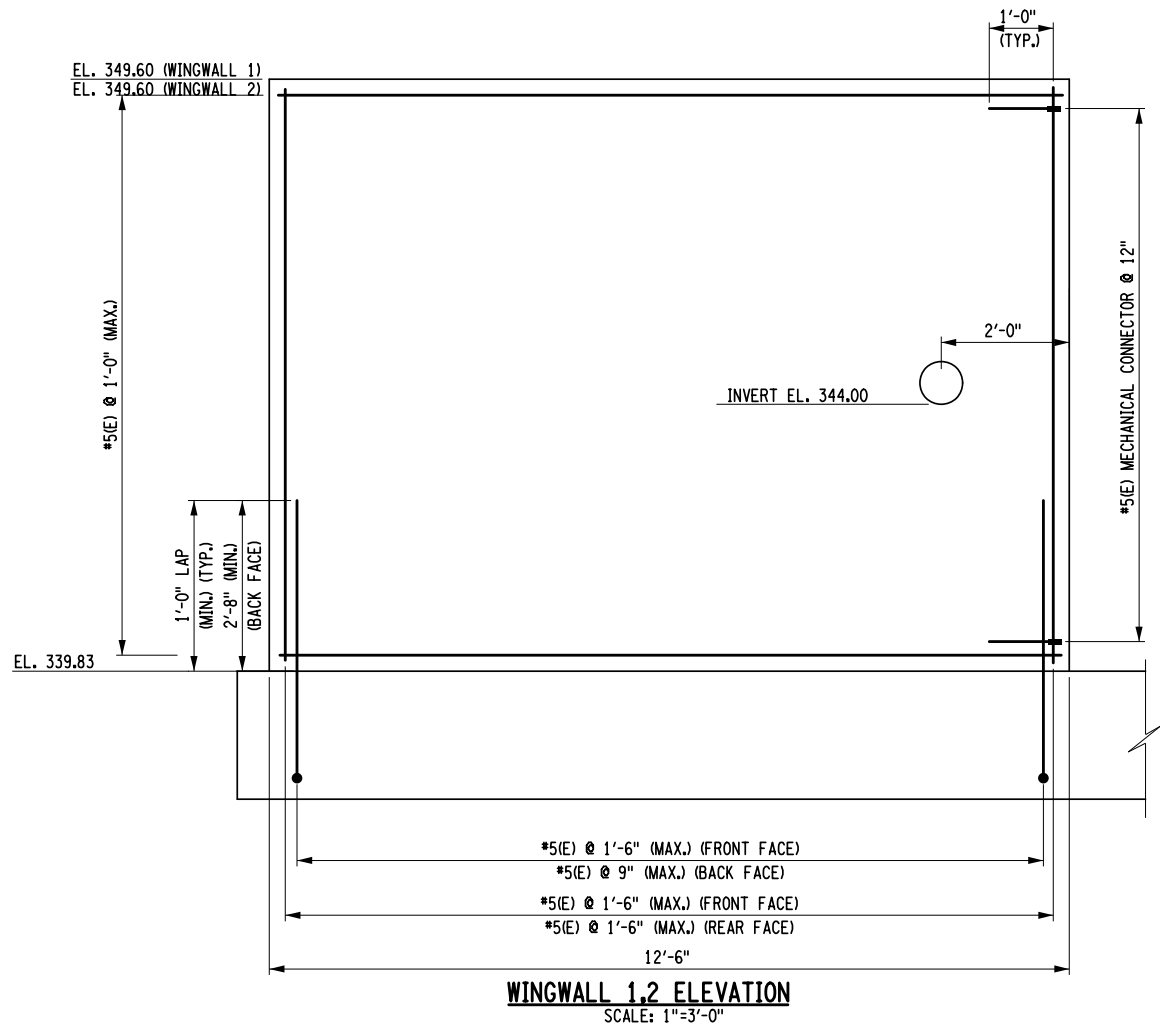
1. TOP MAT LONGITUDINAL BARS FOR WINGWALLS MAY NEED TO BE CUT TO AVOID CONFLICT WITH ABUTMENT FOOTING RECESS.
2. (E) DENOTES EPOXY COATED REINFORCEMENT.
3. COVER FOR STEEL REINFORCEMENT IN FOOTINGS SHALL BE 3" UNLESS NOTED OTHERWISE. ALL OTHER COVER SHALL BE 2" UNLESS NOTED OTHERWISE.
4. EPOXY COATED REINFORCEMENT SHALL BE PAID FOR UNDER ITEM 556.0202 AND UNCOATED REINFORCEMENT SHALL BE PAID FOR UNDER ITEM 556.0201.



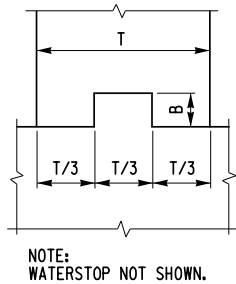
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	BRIDGE REPLACEMENT				D033488		
	TOWN OF WILLSBORO				DRAWING NO. ST-11		
	COUNTY: ESSEX				SHEET NO. 23		
SIGNATURE	DATE	FOUNDATION REINFORCEMENT PLAN					
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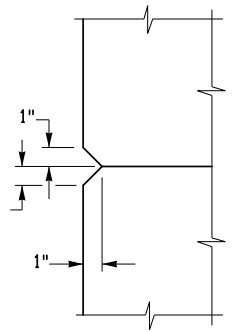
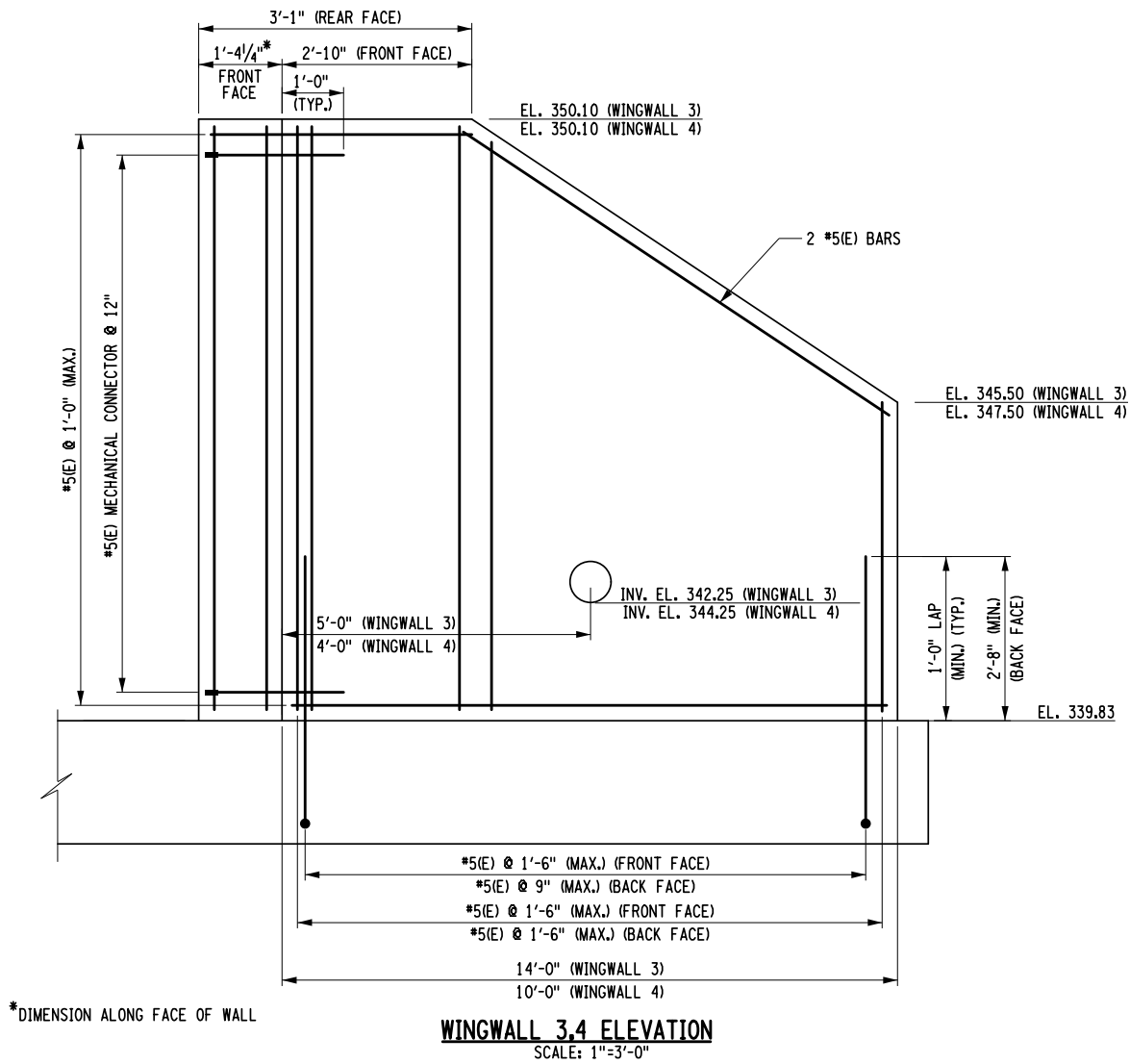
DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT ESTIMATED BY S. HAGY DRAFTED BY K. DETRICK CHECKED BY M. HUNT



VERTICAL
NOT TO SCALE



HORIZONTAL
NOT TO SCALE



CHAMFER DETAIL
NOT TO SCALE

NOTES:

- ALL REINFORCEMENT COVER SHALL BE 2" UNLESS NOTED OTHERWISE.
- (E) DENOTES EPOXY COATED BAR.

AS BUILT REVISIONS
DESCRIPTION OF WORK:

SIGNATURE

DATE

DOCUMENT NAME: 1759.25_cpb.dtl.cls_01.dgn

COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK
BRIDGE REPLACEMENT
TOWN OF WILLSBORO
COUNTY: ESSEX

P.I.N. 1759.25

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

WINGWALL ELEVATIONS AND SECTIONS



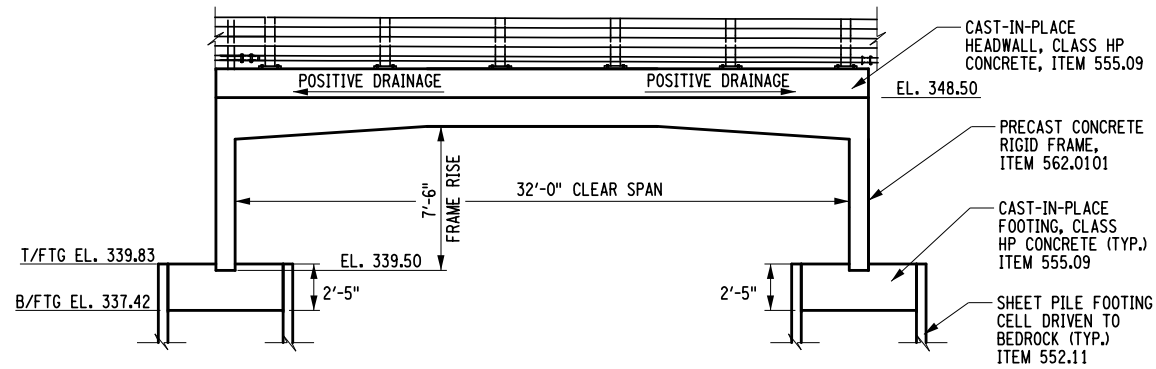
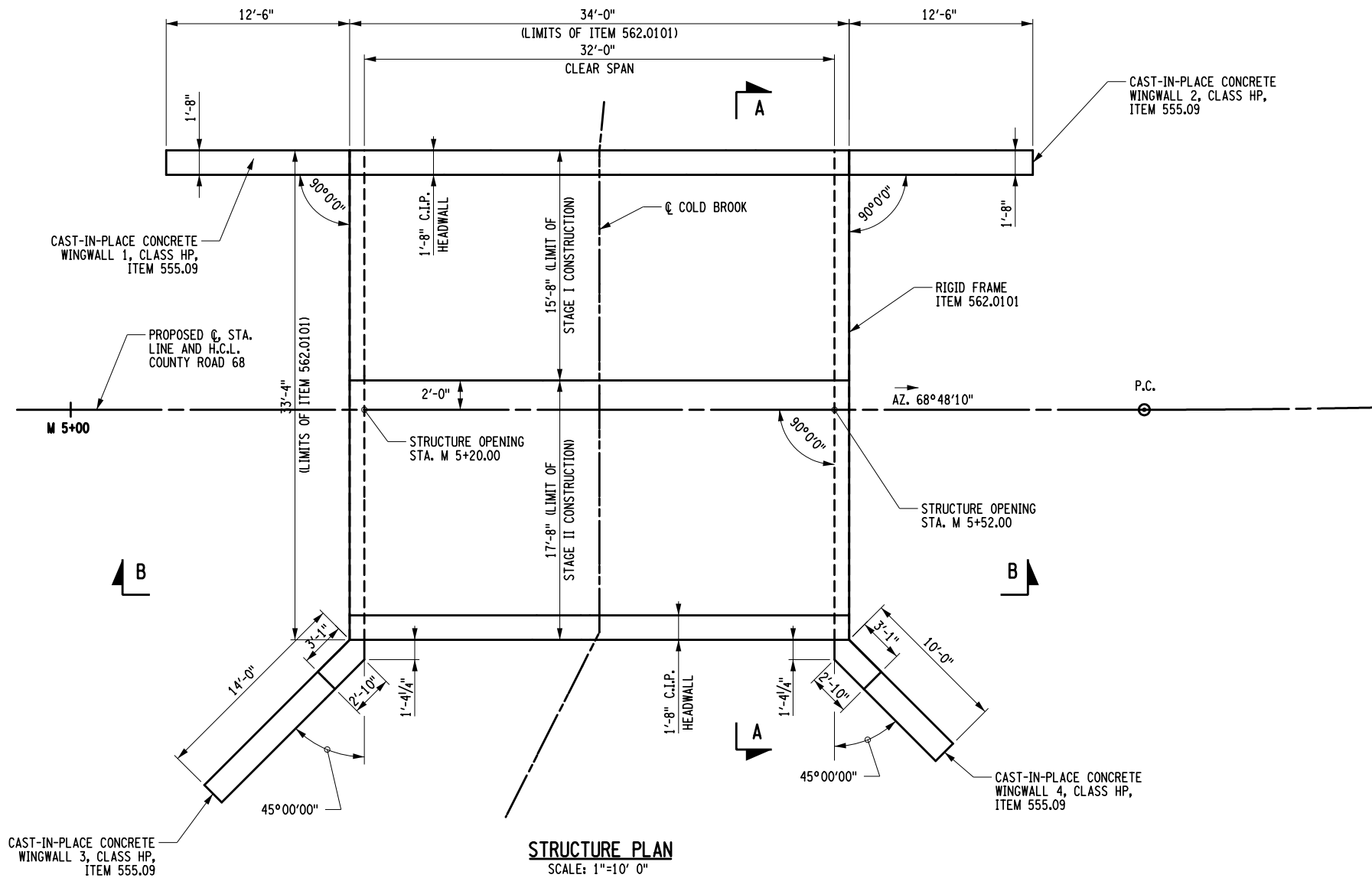
CONTRACT NUMBER

D033488

DRAWING NO. ST-12
SHEET NO. 24

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DATE/TIME = 5/17/2010
USER = Shaggy

DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT DRAFTED BY K. DETRICK CHECKED BY M. HUNT



ELEVATION B-B
(WINGWALLS NOT SHOWN FOR CLARITY)
SCALE: 1"=10' 0"

THREE SIDED STRUCTURE DESIGN DATA	
CLEAR SPAN, ft.	32.0'
** FRAME RISE, ft.	7.5'
* MIN. FILL HEIGHT, ft.	1.08'
* MAX. FILL HEIGHT, ft.	1.87'
(CSKEW) SKEW ANGLE \perp TO ϕ OF ROADWAY, DEG.	0
LIVE LOAD	HL-93

* HEIGHTS INCLUDE ASPHALT ROADWAY.
** FRAME RISE BASED ON ASSUMED STRUCTURE DIMENSIONS. TOP AND BOTTOM STRUCTURE ELEVATIONS SHALL NOT CHANGE, FRAME RISE MAY DIFFER DEPENDING ON FINAL STRUCTURE DIMENSIONS DETERMINED BY FABRICATOR.

WINGWALL DATA			
LOCATION	ELEVATION A	ELEVATION B	ELEVATION C
WINGWALL 1	349.60'	349.60'	339.83'
WINGWALL 2	349.60'	349.60'	339.83'
WINGWALL 3	350.10'	345.50'	339.83'
WINGWALL 4	350.10'	347.50'	339.83'

LOAD RATING (LOAD FACTOR) *		
INVENTORY	HL-93	RF =
OPERATING	HL-93	RF =

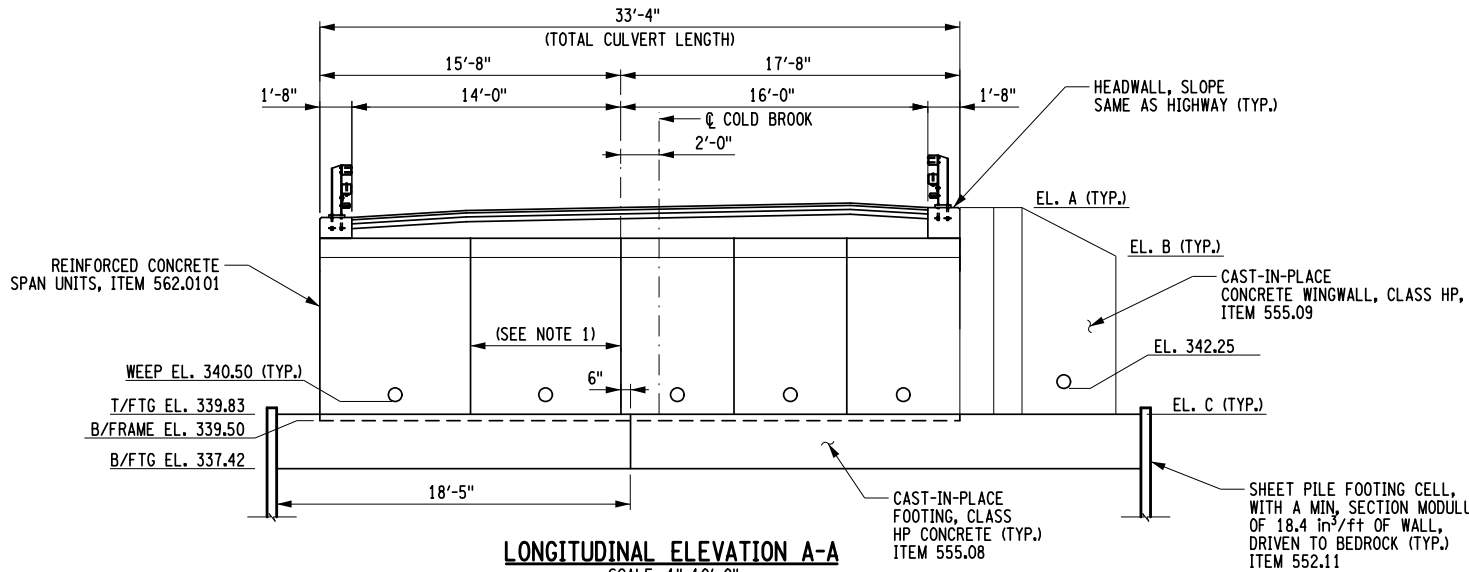
* TO BE FILLED IN BY CONTRACTOR

NOTES:

1. THE LENGTH OF EACH STRUCTURE SEGMENT SHALL BE DETERMINED BY THE CONTRACTOR.



LONGITUDINAL ELEVATION A-A
SCALE: 1"=10' 0"



AS BUILT REVISIONS
DESCRIPTION OF WORK:

SIGNATURE

DATE

DOCUMENT NAME: 1759.25_cpb_gen.03.dgn

COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK
BRIDGE REPLACEMENT
TOWN OF WILLSBORO
COUNTY: ESSEX

P.I.N. 1759.25

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

FRAMING PLAN AND SECTION

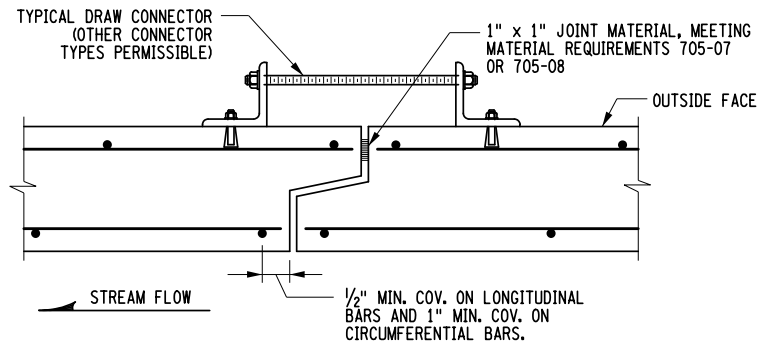
CONTRACT NUMBER

D033488

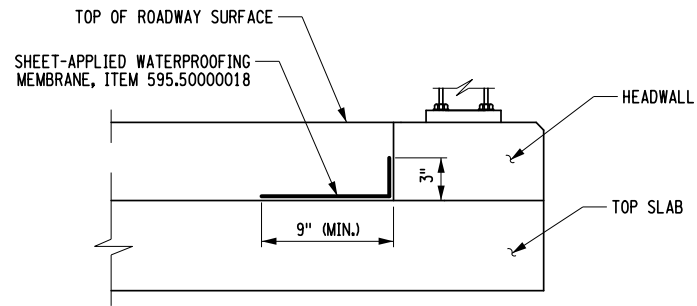
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SHEET NO. 25

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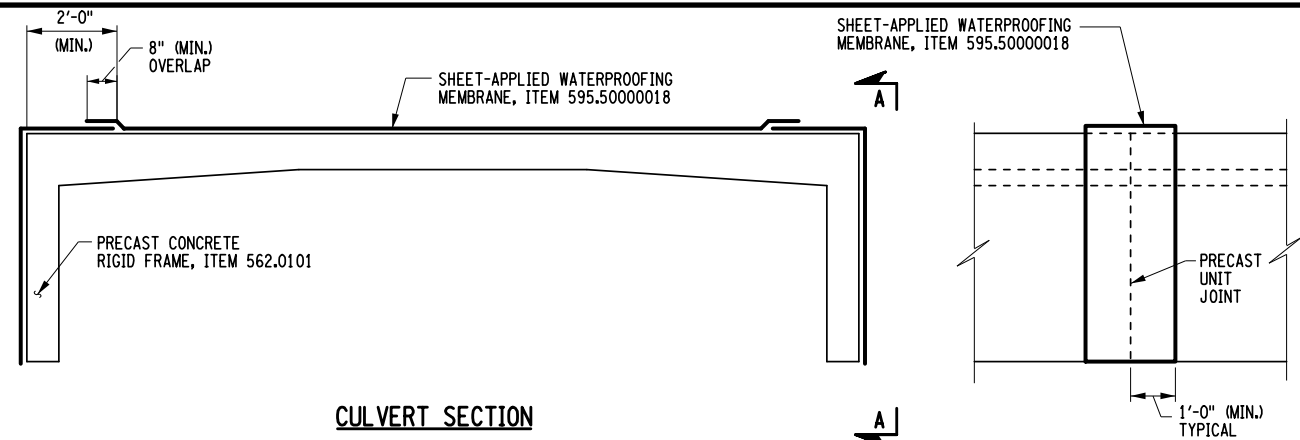
DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT DRAFTED BY K. DETRICK CHECKED BY M. HUNT



STRUCTURE UNIT JOINT DETAIL
(NOT TO SCALE)



SECTION D-D
WATERPROOFING MEMBRANE AT HEADWALL
NOT TO SCALE

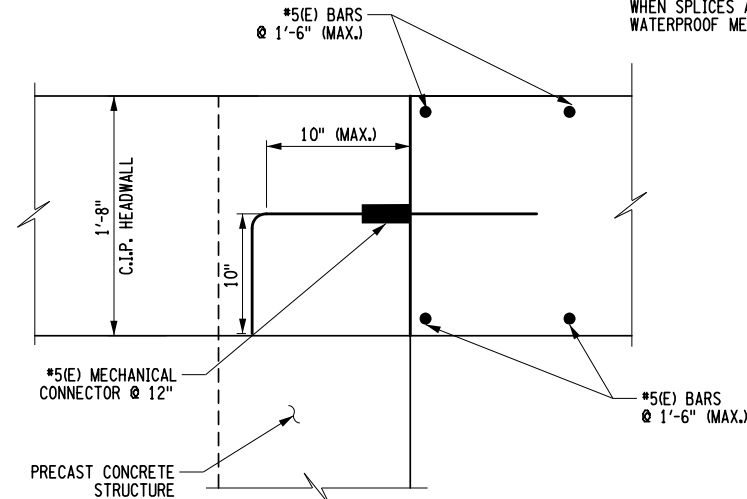


CULVERT SECTION

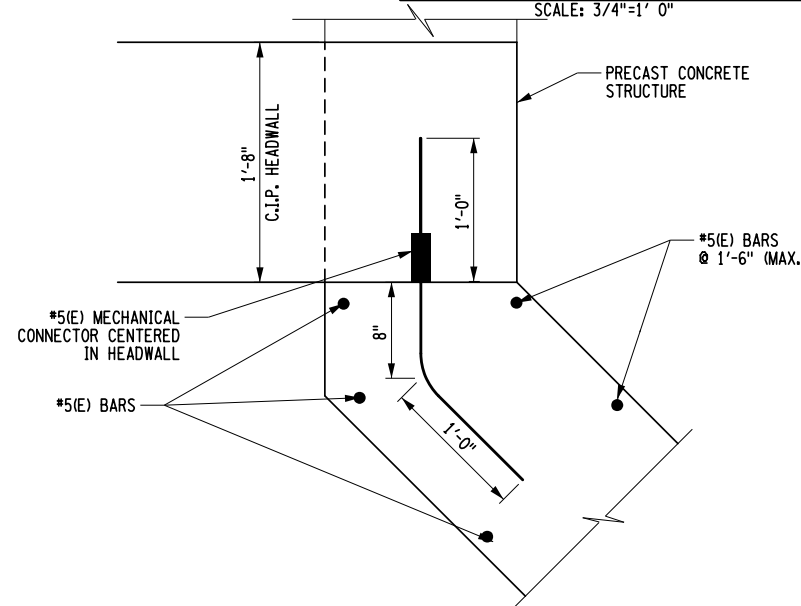
SECTION A-A

WATERPROOFING MEMBRANE SPLICE DETAIL
(NOT TO SCALE)

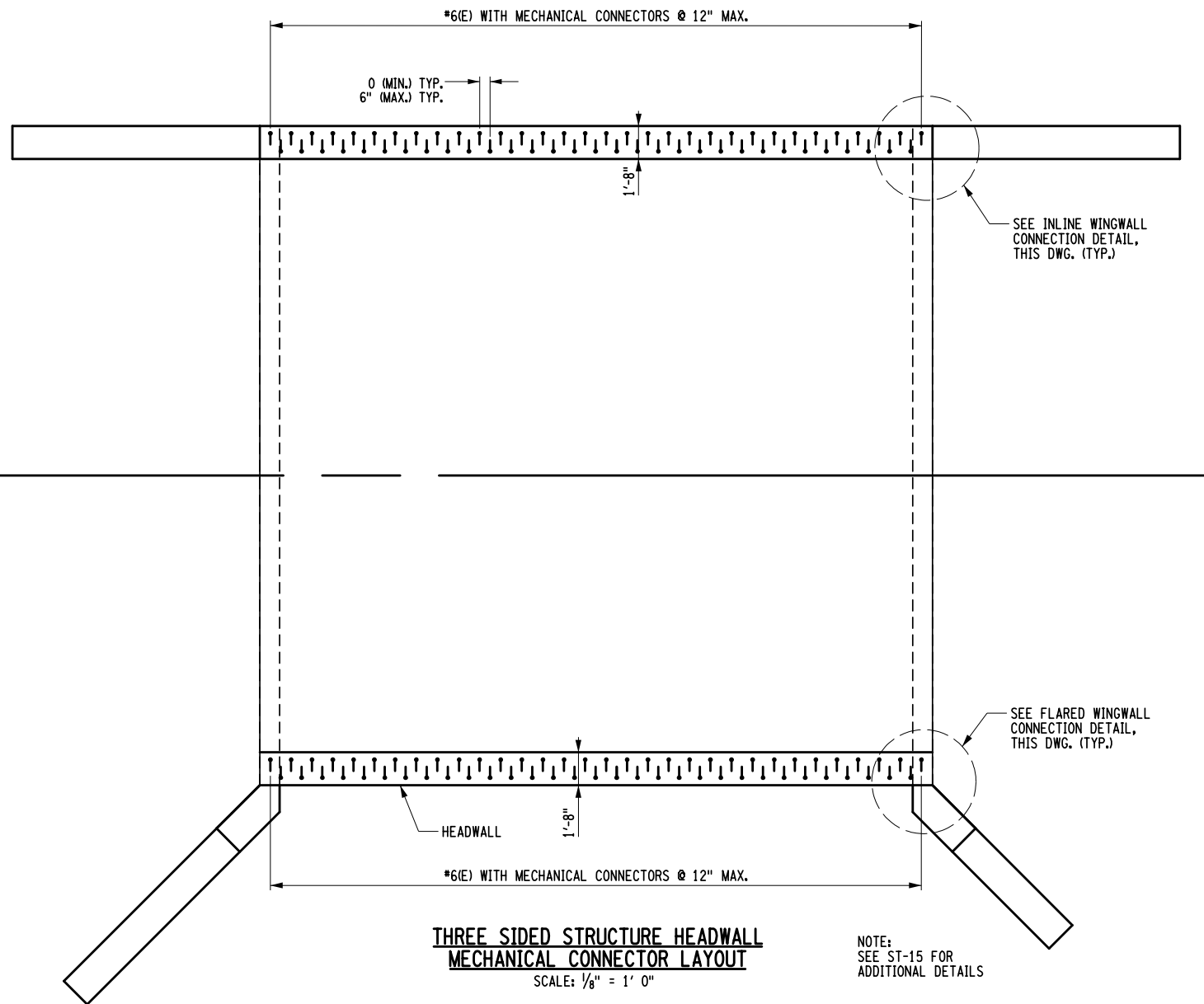
NOTE:
WHEN SPLICES ARE REQUIRED IN THE WATERPROOF MEMBRANE, LOCATE AS SHOWN.



IN-LINE WINGWALL CONNECTION DETAIL
SCALE: 3/4\"/>



FLARED WINGWALL CONNECTION DETAIL
SCALE: 3/4\"/>



THREE SIDED STRUCTURE HEADWALL
MECHANICAL CONNECTOR LAYOUT
SCALE: 1/8\"/>

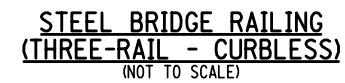
NOTE:
SEE ST-15 FOR
ADDITIONAL DETAILS

NOTE:
DETAILS ON THIS SHEET LABELED "NOT TO SCALE" ARE
INTENTIONALLY DRAWN NOT TO SCALE FOR VISUAL
CLARITY. ALL OTHER DETAILS, FOR WHICH NO SCALE
IS SHOWN, ARE DRAWN PROPORTIONAL AND ARE FULLY
DIMENSIONED.

AS BUILT REVISIONS DESCRIPTION OF WORK:	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK		P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER	
	BRIDGE REPLACEMENT					STRUCTURE DETAILS	D033488	
							DRAWING NO. ST-14	
	TOWN OF WILLSBORO						SHEET NO. 26	
SIGNATURE	DATE	COUNTY: ESSEX						
DOCUMENT NAME: 1759.25_cpb.dtl.mis.01.dgn								

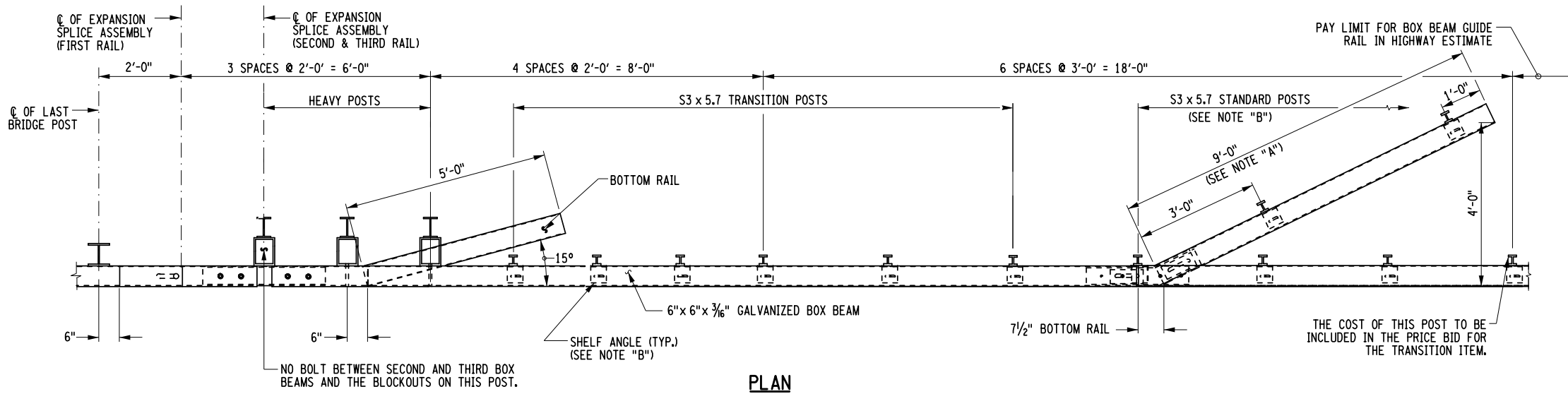


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SHEET NO. 26

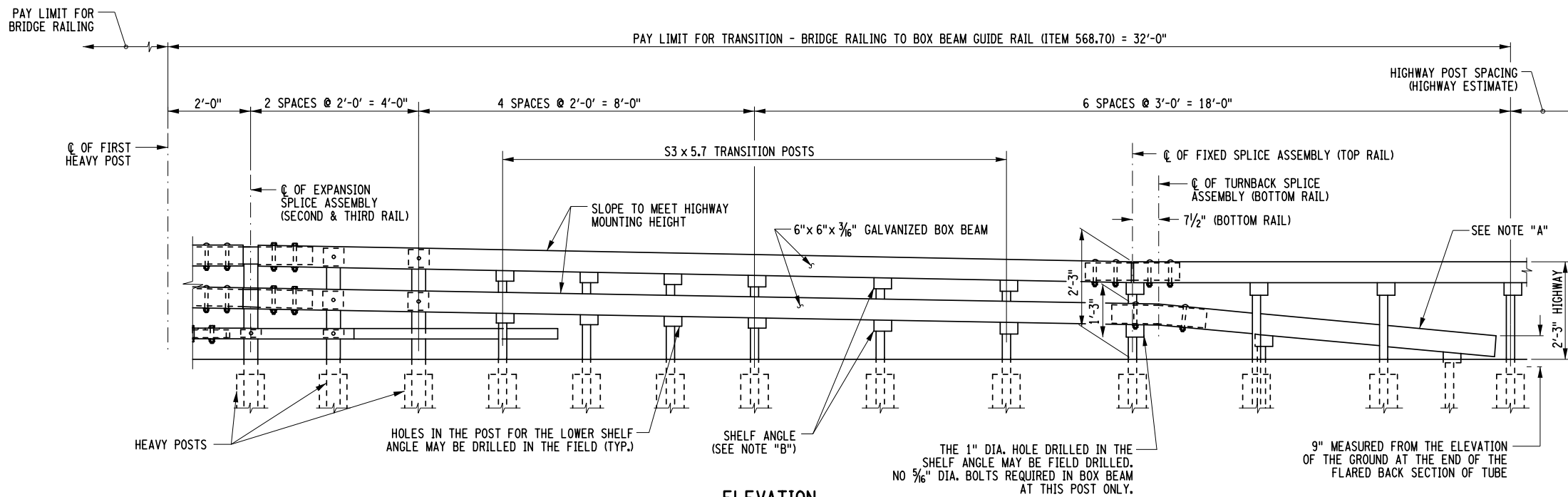


AS BUILT REVISIONS DESCRIPTION OF WORK:	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	BRIDGE REPLACEMENT				BRIDGE RAIL PLAN AND DETAILS	D033488
						DRAWING NO. ST-15
	TOWN OF WILLSBORO					SHEET NO. 27
	COUNTY: ESSEX					
SIGNATURE _____	DATE _____	DOCUMENT NAME: 1759.25_cpb_dtl_rlg-01.dgn				

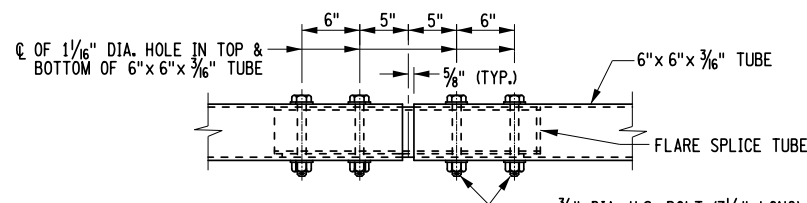
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DESIGN SUPERVISOR = E. WOODS
JOB MANAGER = C. TUTUNJIAN
DESIGNED BY = S. HAGY
CHECKED BY = M. HUNT
ESTIMATED BY = S. HAGY
DRAFTED BY = K. DETRICK
CHECKED BY = M. HUNT



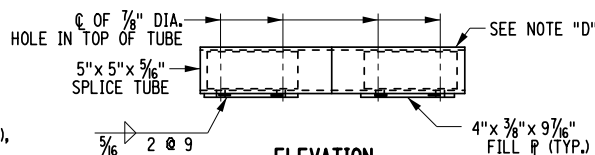
PLAN



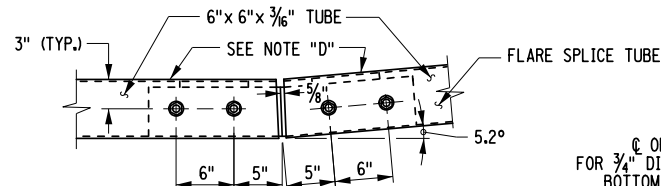
ELEVATION



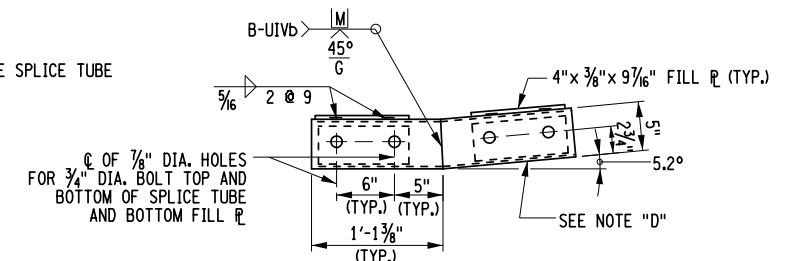
FLARE SPICE ASSEMBLY
(NOT TO SCALE)



FLARE SPICE TUBE DETAIL
(NOT TO SCALE)



PLAN



PLAN

NOTES:

NOTE "A":
THE COST OF THE POSTS, SPLICE TUBE AND RAIL FOR THE LOWER TUBE FLARE SECTION IS INCLUDED IN THE PRICE BID FOR THE TRANSITION ITEM.

NOTE "B":
SEE TYPICAL RAIL TO POST CONNECTION DETAIL ON CURRENT HIGHWAY STANDARD SHEET TITLED "BOX BEAM GUIDE RAIL".

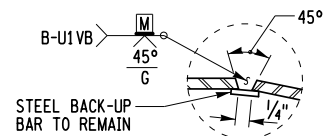
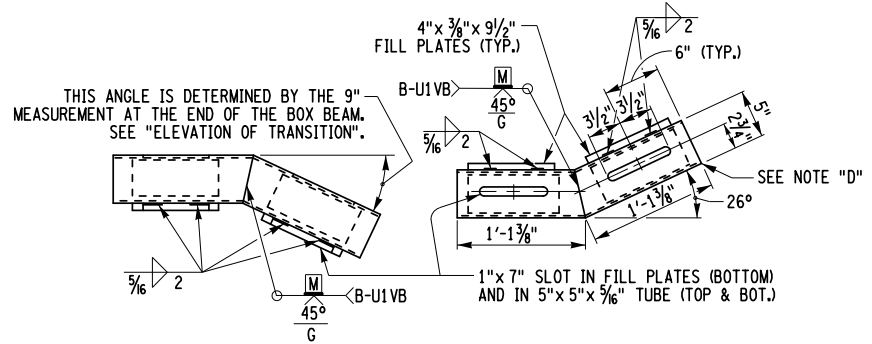
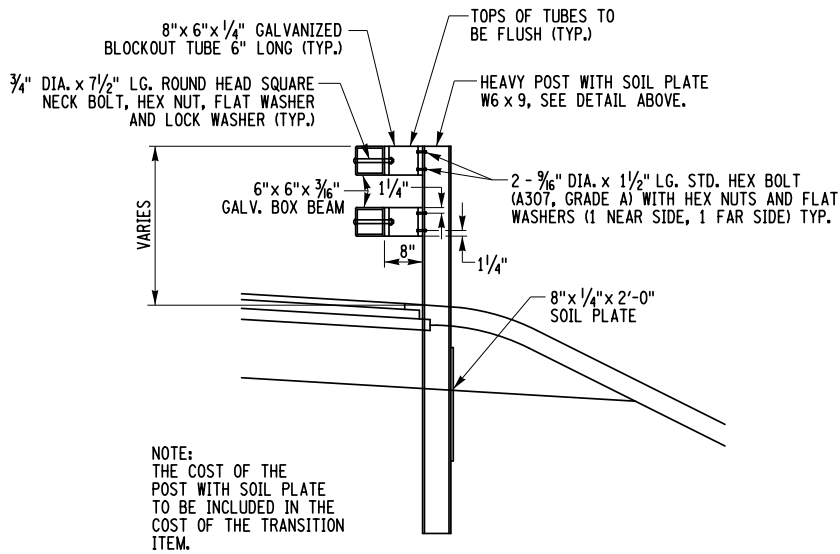
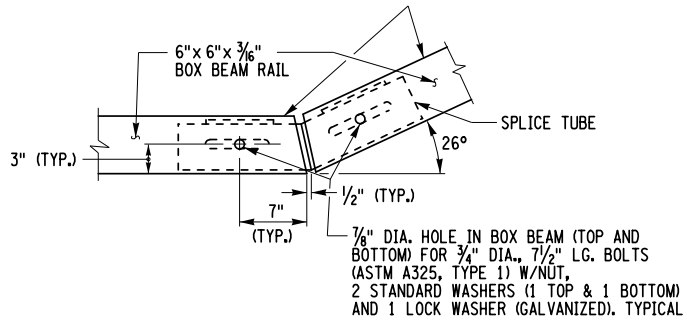
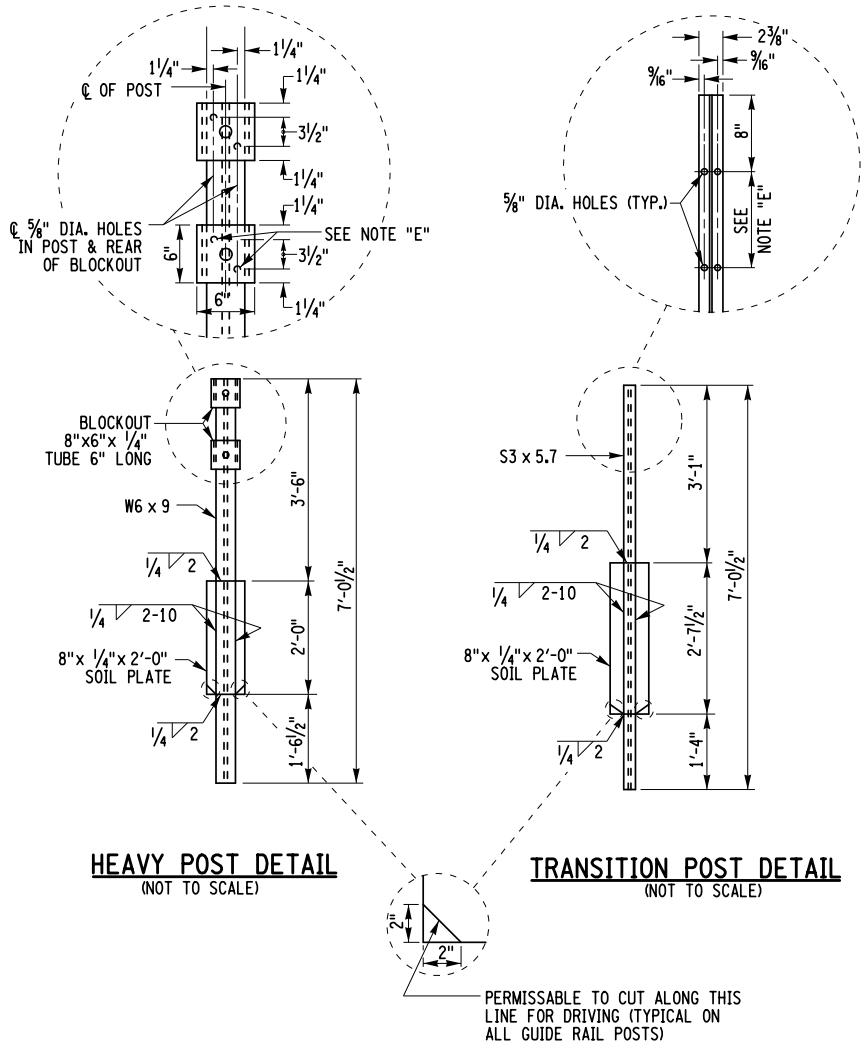
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AS BUILT REVISIONS DESCRIPTION OF WORK:	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	BRIDGE REPLACEMENT					D033488
	TOWN OF WILLSBORO				BRIDGE TRANSITION RAILING PLAN, ELEVATION AND DETAILS	DRAWING NO. ST-16
	COUNTY: ESSEX					SHEET NO. 28
SIGNATURE	DATE	DOCUMENT NAME: 1759.11.cpb.dtl.rlg.01a.dgn				



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DATE/TIME = 5/17/2010
USER = Shaggy

DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT
ESTIMATED BY S. HAGY DRAFTED BY K. DETRICK CHECKED BY M. HUNT



NOTES:

NOTE "D": PROTRUSIONS CAUSED BY WELDING OR GALVANIZING ARE NOT PERMITTED ON THE ADJOINING SURFACES OF THE BOX BEAM RAILS, SPLICE TUBES AND FILL PLATES.

NOTE "E": HOLES IN THE POST FOR THE LOWER RAIL MAY BE LOCATED AND DRILLED IN THE FIELD. IF SO, THE GALVANIZING SHALL BE REPAIRED IN ACCORDANCE WITH SUBSECTION 719-01.

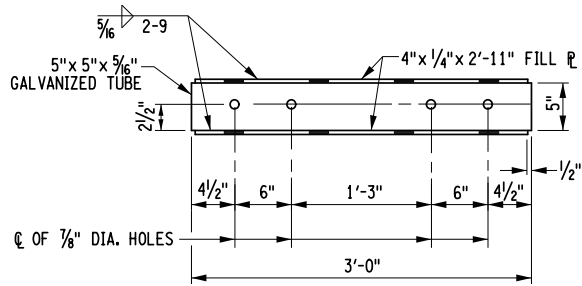
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AS BUILT REVISIONS DESCRIPTION OF WORK:	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
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						DRAWING NO. ST-17
	TOWN OF WILLSBORO					SHEET NO. 29
	COUNTY: ESSEX					
SIGNATURE	DATE	DOCUMENT NAME: 1759.25_cpb.dtl.rlg_02.dgn				

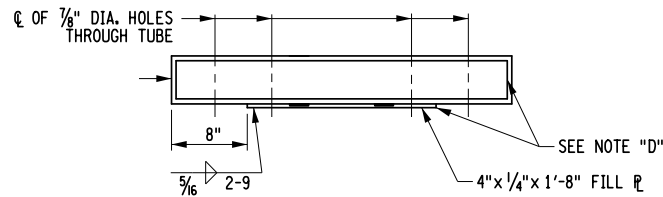


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USER = Shaggy

DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT
ESTIMATED BY S. HAGY DRAFTED BY K. DETRICK CHECKED BY M. HUNT

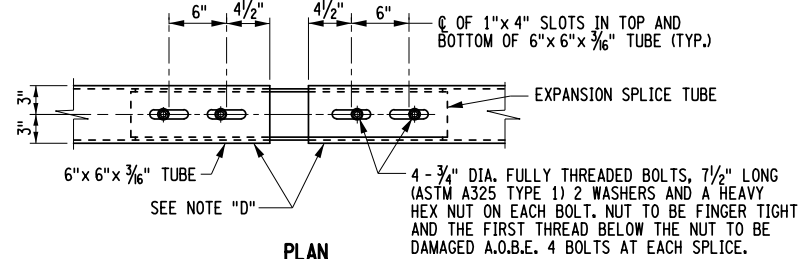


PLAN

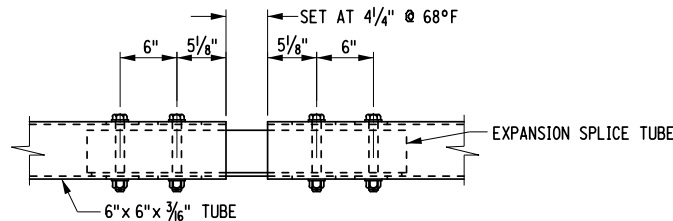


ELEVATION

EXPANSION SPLICE TUBE

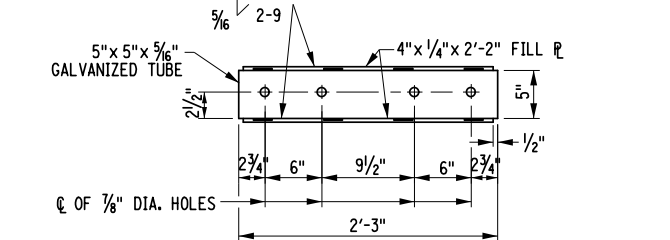


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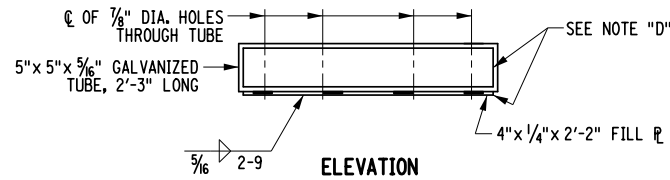


ELEVATION

EXPANSION SPLICE ASSEMBLY

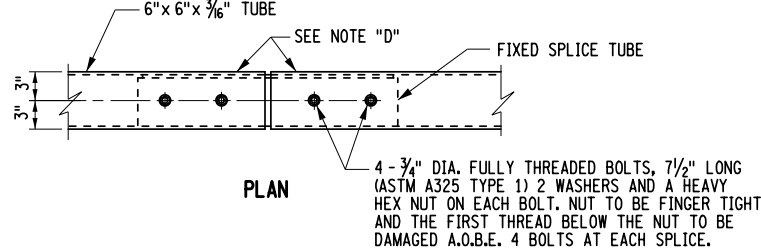


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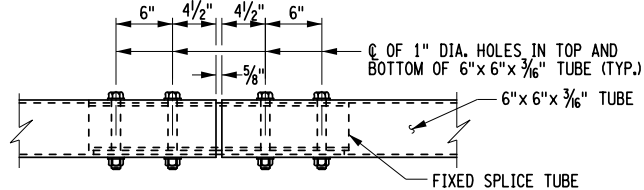


ELEVATION

FIXED SPLICE TUBE

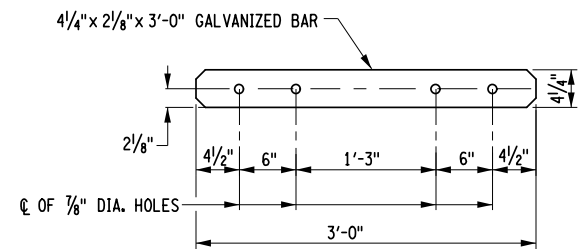


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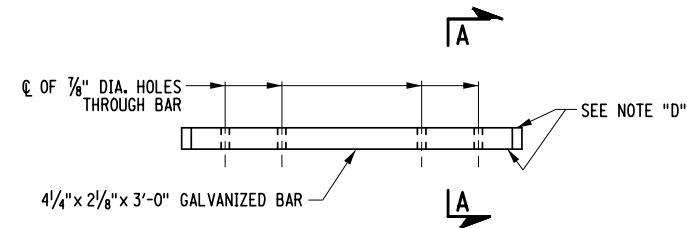


ELEVATION

FIXED SPLICE ASSEMBLY

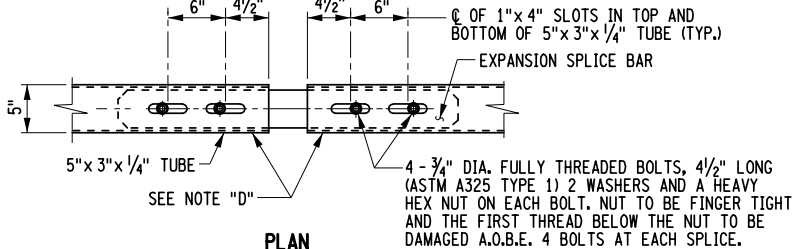


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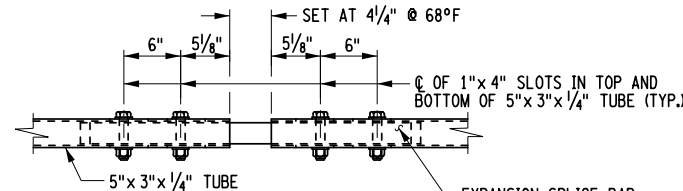


ELEVATION

EXPANSION SPLICE BAR

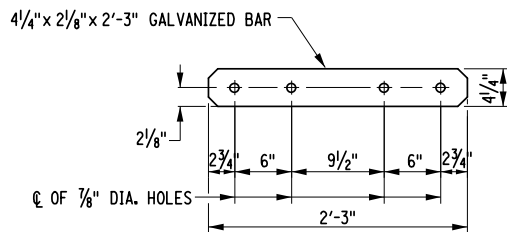


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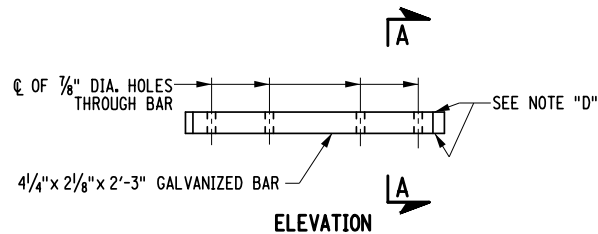


ELEVATION

EXPANSION SPLICE ASSEMBLY

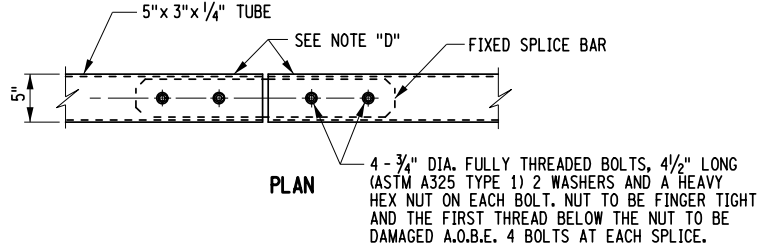


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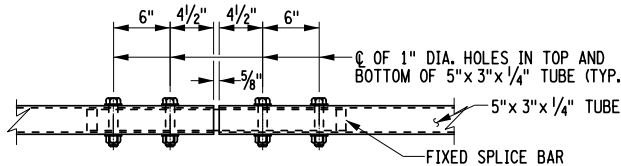


ELEVATION

FIXED SPLICE BAR

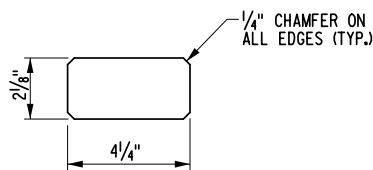


PLAN



ELEVATION

FIXED SPLICE ASSEMBLY



SECTION A-A

NOTES:

NOTE "D": PROTRUSIONS CAUSED BY WELDING OR GALVANIZING ARE NOT PERMITTED ON THE ADJOINING SURFACES OF THE BOX BEAM RAILS, SPLICE TUBES AND FILL PLATES.

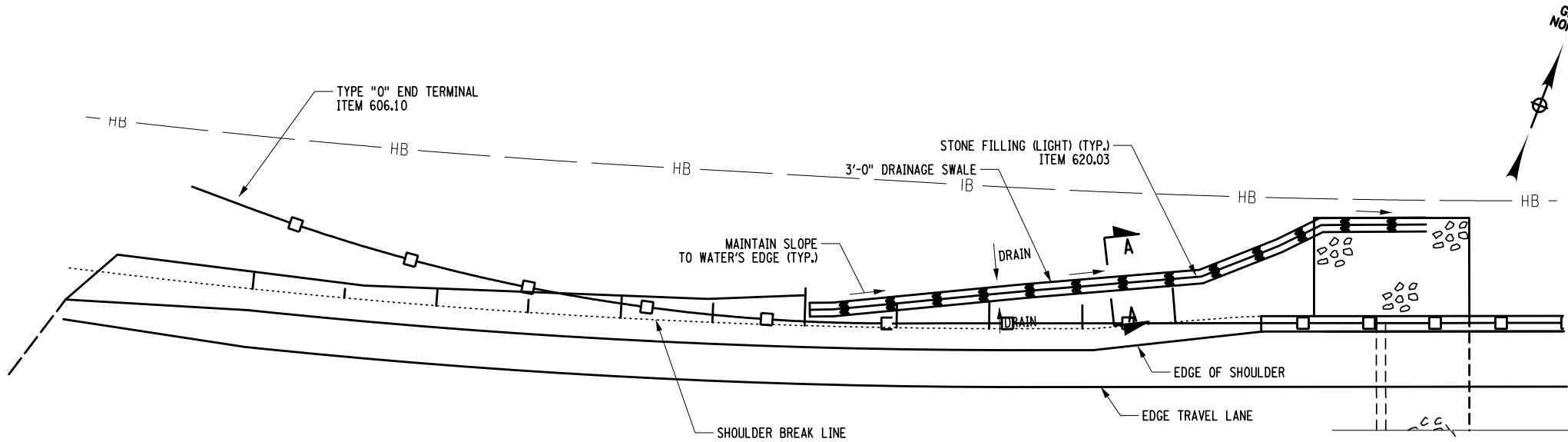
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AS BUILT REVISIONS DESCRIPTION OF WORK:	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	BRIDGE REPLACEMENT				TRANSITION RAILING DETAILS - 2	D033488
						DRAWING NO. ST-18
	TOWN OF WILLSBORO					SHEET NO. 30
SIGNATURE	DATE	COUNTY: ESSEX				
DOCUMENT NAME: 1759.25_cpb_dtl_rlg_03.dgn						



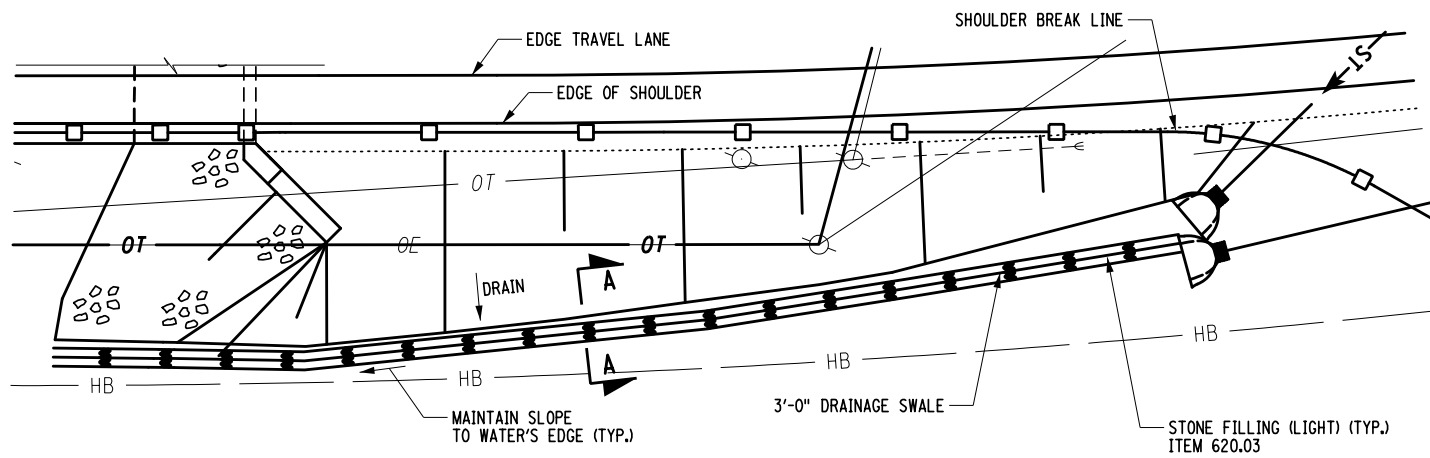
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USER = Shaggy

DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT DRAFTED BY K. DETRICK CHECKED BY M. HUNT



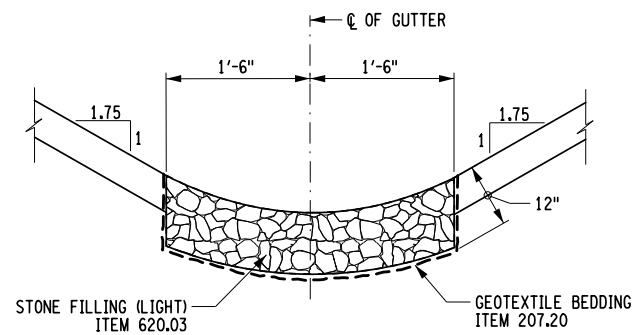
APPROACH DRAINAGE PLAN
(NORTH)

SCALE: 1/16" = 1'-0"



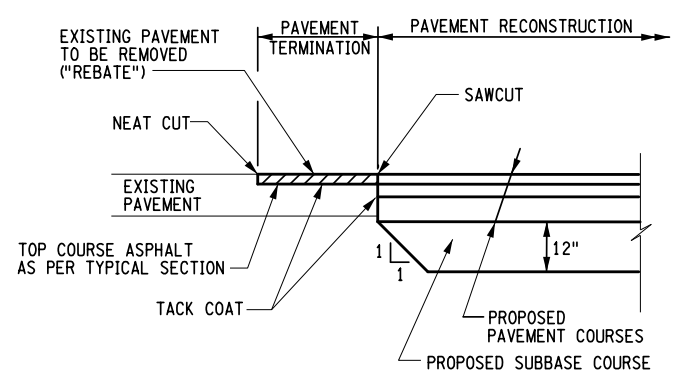
APPROACH DRAINAGE PLAN
(SOUTH)

SCALE: 1/16" = 1'-0"

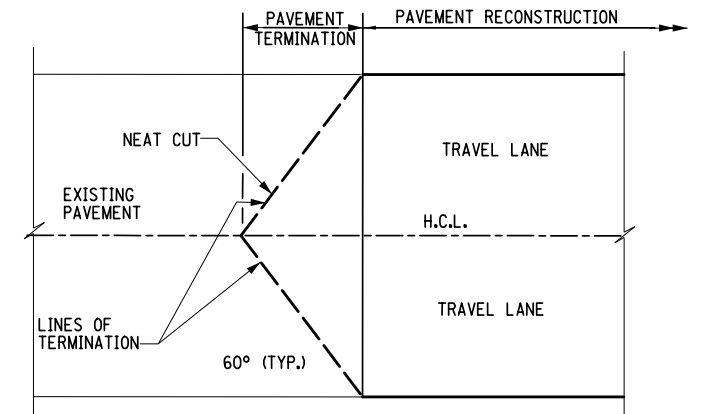


SECTION A-A THRU STONE GUTTER

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



SECTION
NOT TO SCALE



PLAN

- USE "V" LINES IN NORMAL CROWN SECTION

PAVEMENT TERMINATION DETAIL

NOT TO SCALE

NOTE: THE COST OF SAWCUTTING, MILLING REBATES, TACK COAT AND CLEANING PAVEMENT IN THE TRANSITION AREA SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE HMA CONCRETE ITEMS

GUIDE RAIL INSTALLATION TABLE

STATION TO STATION	SIDE	ITEM 568.54 (LF)	ITEM 568.70 (LF) <RADIUS>	ITEM 606.10 (LF)	ITEM 606.100002 (LF) <RADIUS>	ITEM 606.120101 (EACH)	ITEM 606.120201 (EACH)	ITEM 606.71 (LF)
M 3+87.1 TO M 3+93.1	LT							
M 3+93.1 TO M 4+66.2	LT				72.0 <200.0>			
M 4+66.2 TO M 4+73.8	LT			8.0				
M 4+73.8 TO M 5+06.0	LT		32.0					
M 5+06.0 TO M 5+66.0	LT	60.0						
M 5+66.0 TO M 5+75.4	LT		18.0 <10.0>			1.0		
M 4+45.1 TO M 4+67.2	RT						1.0	
M 4+67.2 TO M 4+85.0	RT			18.0				
M 4+85.0 TO M 5+17.0	RT		32.0					
M 5+18.0 TO M 5+54.0	RT	36.0						
M 5+54.0 TO M 5+86.0	RT		32.0					
M 5+86.0 TO M 6+27.9	RT			42.0				
M 6+27.9 TO M 6+49.6	RT						1.0	
M 5+31.3 TO M 5+59.2	LT							28.0
M 5+19.5 TO M 5+46.9	RT							34.0

AS BUILT REVISIONS
DESCRIPTION OF WORK:

SIGNATURE

DATE

DOCUMENT NAME: 1759.25_cpb.dtl.drn.02.dgn

COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK
BRIDGE REPLACEMENT

TOWN OF WILLSBORO

COUNTY: ESSEX

P.I.N. 1759.25

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

MISCELLANEOUS DETAILS - 1



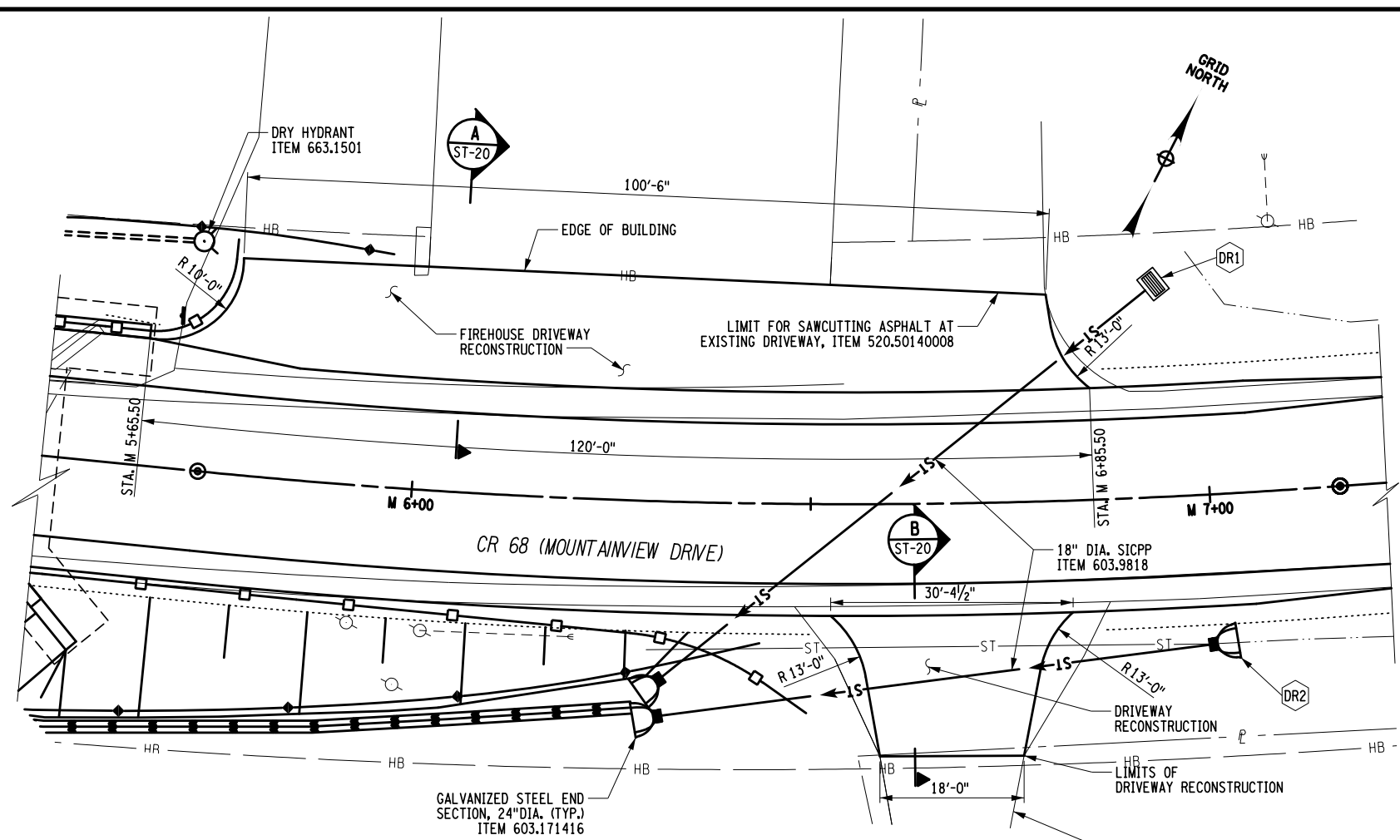
CONTRACT NUMBER

D033488

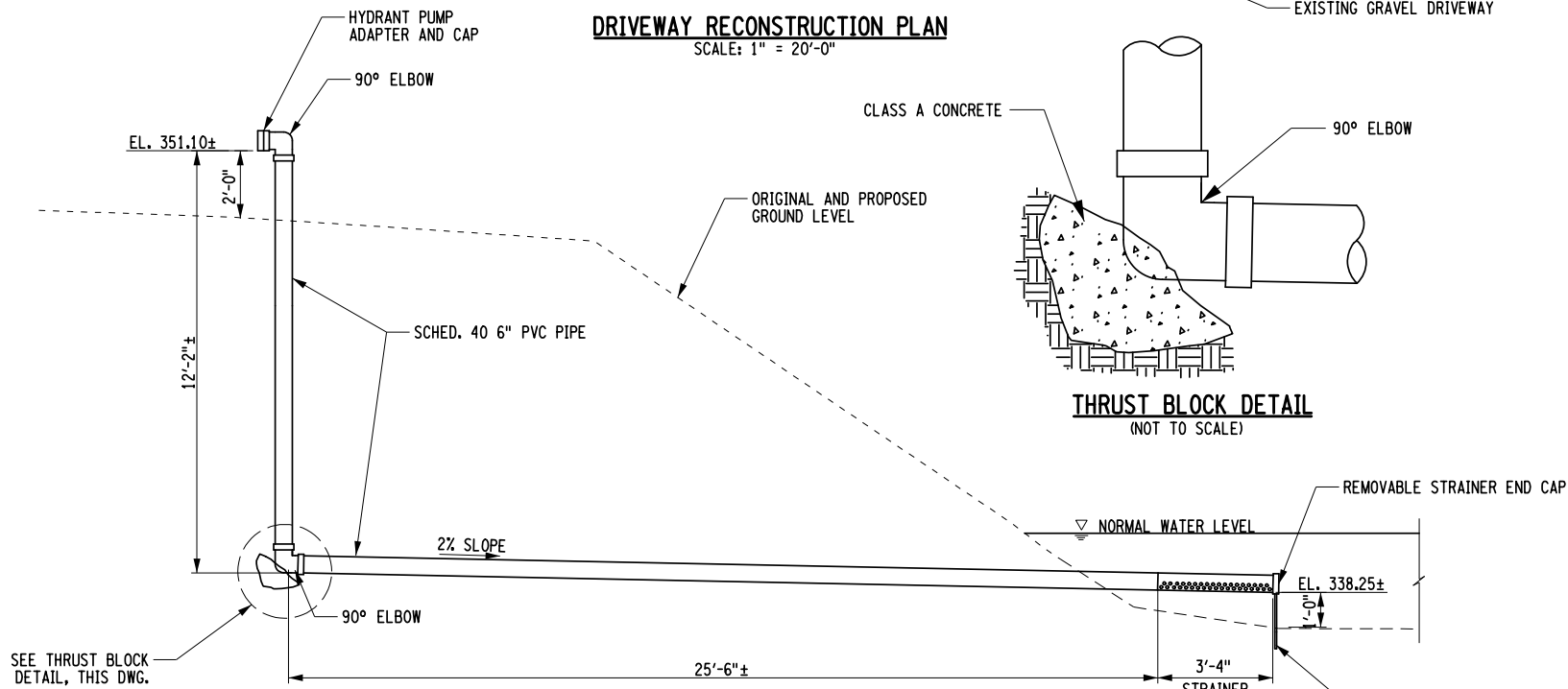
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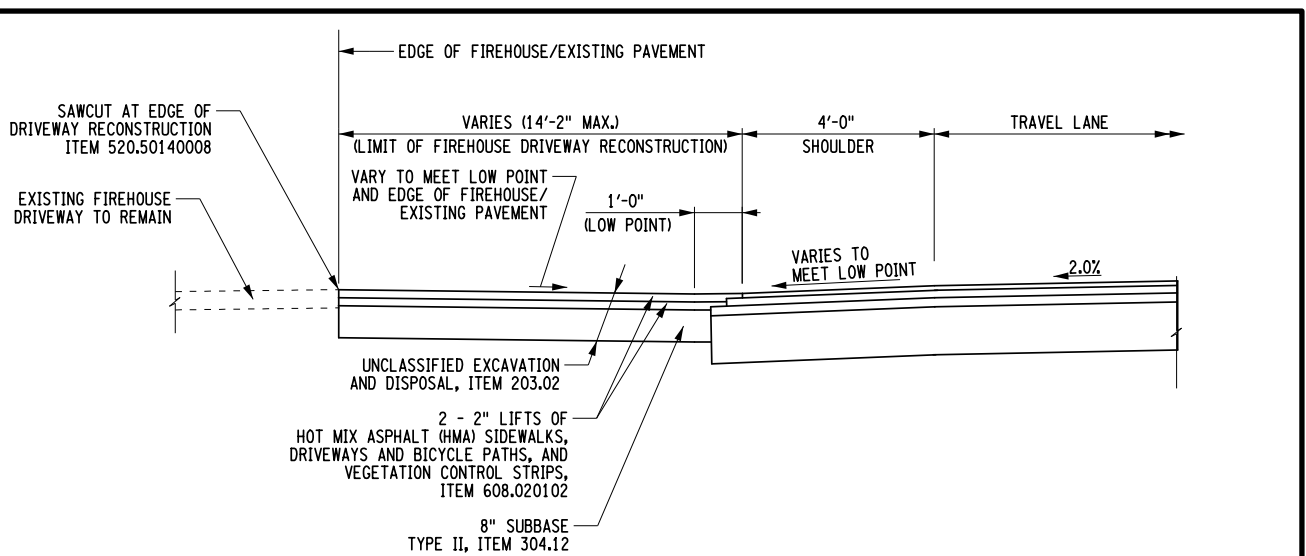
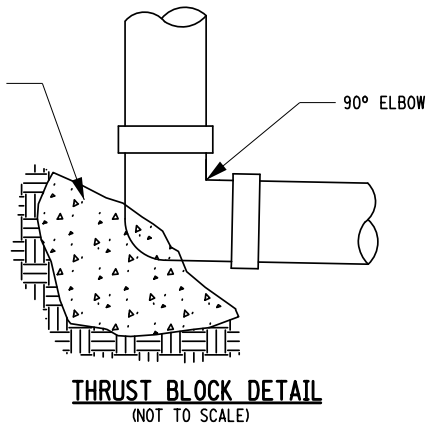
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ESTIMATED BY S. HAGY DRAFTED BY K. DETRICK CHECKED BY M. HUNT



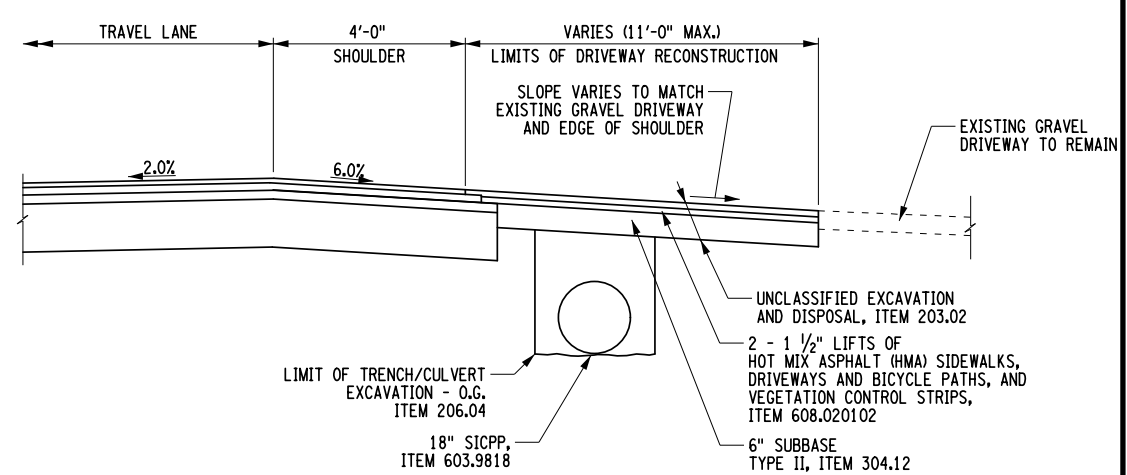
DRIVEWAY RECONSTRUCTION PLAN
SCALE: 1" = 20'-0"



DRY HYDRANT ELEVATION
SCALE: 3/16" = 1'-0"



A FIREHOUSE DRIVEWAY RECONSTRUCTION SECTION
SCALE: 1/4" = 1'-0"



B DRIVEWAY RECONSTRUCTION SECTION
SCALE: 1/4" = 1'-0"

- NOTES:**
1. DRY HYDRANT ASSEMBLY AND ALL ASSOCIATED EXCAVATION SHALL BE PAID FOR UNDER ITEM 663.1501.
 2. ALL PVC PIPE AND FITTINGS SHALL BE SCHEDULE 40 OR STRONGER.
 3. AREA OF STRAINER OPENING MUST EXCEED 4 TIMES PIPE AREA.
 4. EXPOSED PIPE FITTINGS SHALL BE PRIMED AND PAINTED FOR PROTECTION.
 5. ELEVATIONS AND PIPE LENGTHS ARE APPROXIMATE AND SHALL BE FIELD VERIFIED.
 6. LOCATE STRAINER AS SHOWN ON ST-1.
 7. CONTRACTOR SHALL COORDINATE HYDRANT PUMP ADAPTOR AND CAP WITH FIRE DEPARTMENT FOR COMPATIBILITY.

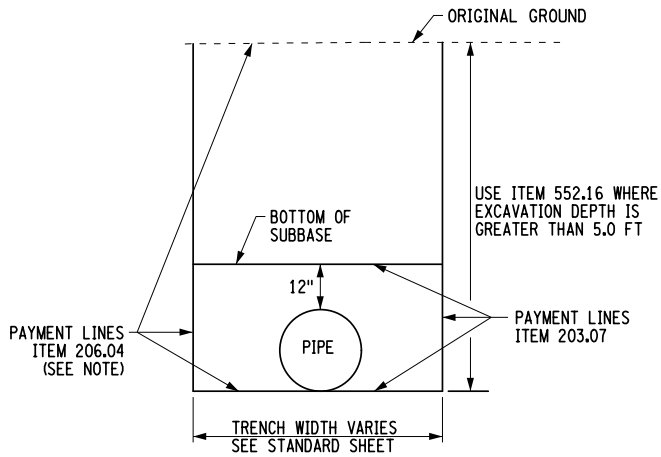
MINIMUM GRAVITY BLOCK VOLUMES FOR VERTICAL BENDS (Z)										
FITTING	PIPE SIZE									
	4 NPS	6 NPS	8 NPS	10 NPS	12 NPS	14 NPS	16 NPS	18 NPS	20 NPS	24 NPS
11 1/4°	4"	11 13/16"	1'-7 11/16"	2'-3 3/16"	3'-3 3/8"	4'-3 3/16"	5'-7"	6'-10 11/16"	8'-6 3/8"	12'-1 11/16"
22 1/2°	11 13/16"	1'-7 11/16"	2'-11 7/16"	4'-7 1/8"	6'-3"	8'-6 3/16"	11'-1 7/8"	13'-9 3/16"	17'-3/4"	24'-3 1/2"
45°	1'-7 11/16"	3'-3 3/8"	5'-10 7/8"	8'-10 5/8"	12'-5 5/8"	16'-8 13/16"	21'-7 7/32"	27'-2 3/4"	33'-5 5/8"	47'-6 7/8"
90°	2'-11 7/16"	6'-3"	10'-9 15/16"	16'-4 27/32"	22'-11 3/64"	30'-10 3/4"	40'-5/16"	50'-2 3/8"	61'-8 5/32"	88'-3/16"

AS BUILT REVISIONS DESCRIPTION OF WORK:	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033488
	BRIDGE REPLACEMENT					
	TOWN OF WILLSBORO					
	COUNTY: ESSEX					
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USER = Shaggy

DESIGN SUPERVISOR E. WOODS JOB MANAGER C. TUTUNJIAN DESIGNED BY S. HAGY CHECKED BY M. HUNT ESTIMATED BY S. HAGY DRAFTED BY K. DETRICK CHECKED BY M. HUNT

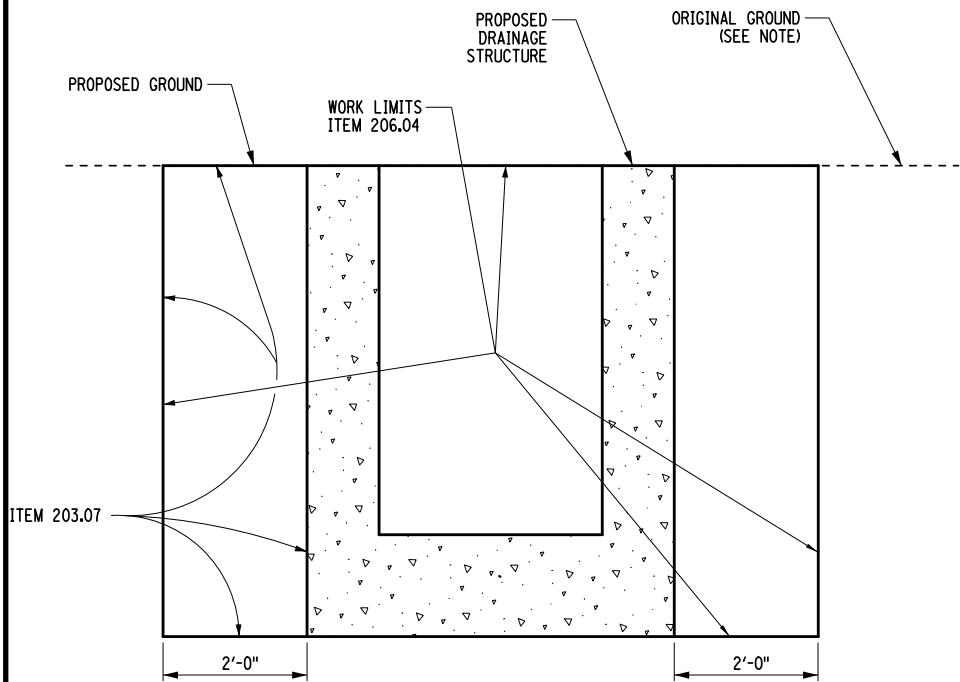


DRAINAGE PIPE INSTALLATION

NOT TO SCALE

NOTE:

IT IS ASSUMED THAT ALL PIPE INSTALLATIONS WILL BE DONE PRIOR TO ROADWAY RECONSTRUCTION. IF PIPE INSTALLATION IS DONE CONCURRENTLY WITH ROADWAY RECONSTRUCTION, BOTH PAYMENT LINES FOR EXCAVATION AND BACKFILL (WHERE APPLICABLE) WILL BE TO PROPOSED SUBGRADE.



INSTALLATION OF PROPOSED DRAINAGE STRUCTURES

NOT TO SCALE

NOTE:

IT IS ASSUMED THAT ALL STRUCTURE INSTALLATIONS WILL BE DONE PRIOR TO ROADWAY RECONSTRUCTION. IF STRUCTURE INSTALLATION IS DONE CONCURRENTLY WITH ROADWAY RECONSTRUCTION, BOTH PAYMENT LINES FOR EXCAVATION AND BACKFILL (WHERE APPLICABLE) WILL BE TO PROPOSED SUBGRADE.

AS BUILT REVISIONS
DESCRIPTION OF WORK:

END SECTION OMITTED

SIGNATURE

DATE

DOCUMENT NAME: 1759.25_cpb.dtl.mis.03.dgn

COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK

BRIDGE REPLACEMENT

TOWN OF WILLSBORO

COUNTY: ESSEX

P.I.N. 1759.25

BRIDGES

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

MISCELLANEOUS - 3



CONTRACT NUMBER

D033488

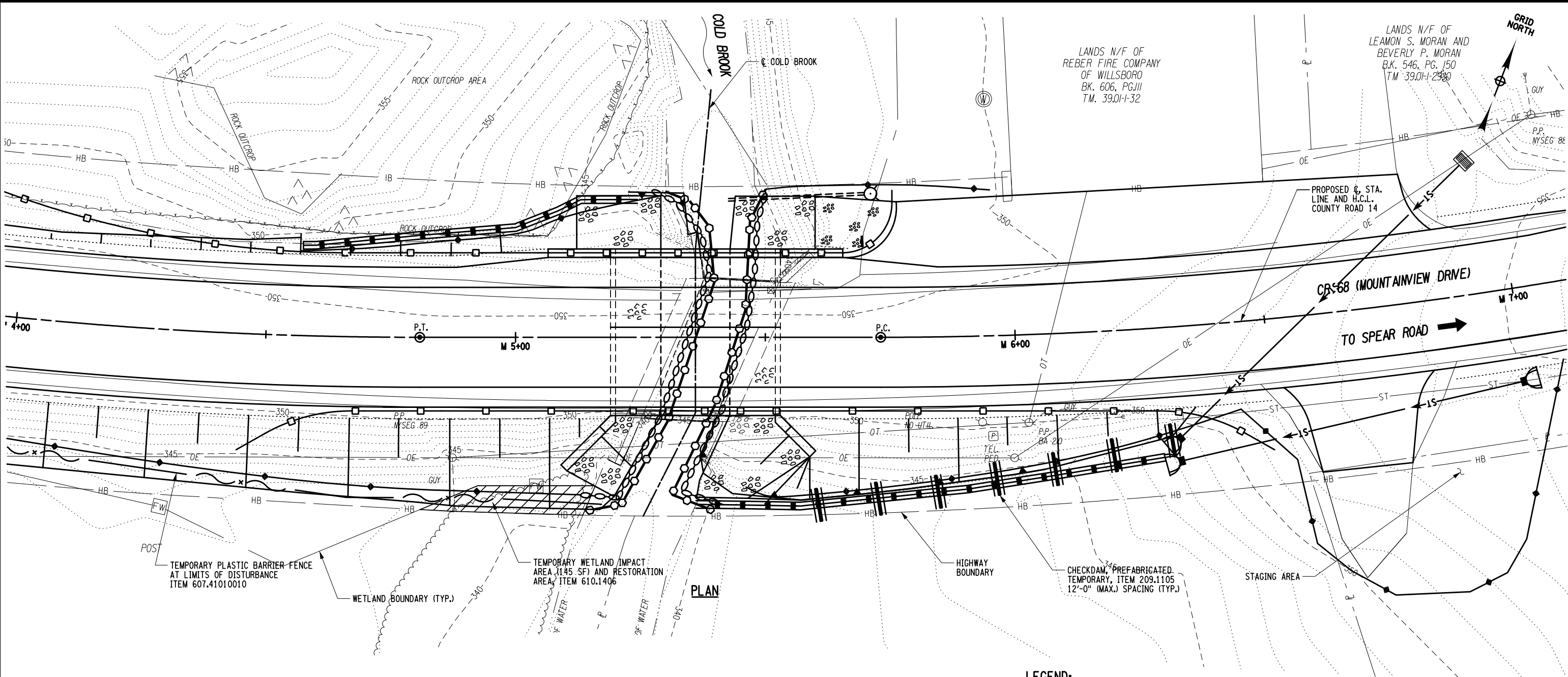
DRAWING NO. ST-21

SHEET NO. 33

PROPOSED DRAINAGE STRUCTURES

PROPOSED DRAINAGE STRUCTURES												203.07 - SELECT FILL		206.04 - TRENCH/CULV -O.G.		603.171416 - GALV. STEEL END SECTION, 24" DIA.		604.3000103 - TYPE A/3		603.9818 - 18" SICPP		655.1003 - WELDED FRAME 3	
DR. NO.	LOCATION				FRAME		STR. TYPE.	INVERT ELEVATION	PIPE INVERT	DESCRIPTION OF WORK		CY	CY	EA	LF	LF	EA						
					PROP. T.F. ELEV. (FT)	PROPOSED FRAME TYPE			IN OUT														
	FROM	TO	OFFSET	SIDE																			
1	6+94.00	OUTLET	26.60'	LT	353.00	3	A	N: 349.70 E: 349.70 W: 346.50	IN: 349.70 OUT: 346.50	INSTALL STR. AND 80 LF OF 18" SICPP AND END SECTION		36	83.0	1	5.0	80	1						
2	7+00.00	OUTLET	18.70'	RT	-	-	-	-	IN: 352.00 OUT: 346.50	INSTALL 72 LF OF 18" SICPP AND END SECTION		27	63.0	2	0	72	0						
											TOTALS	63	146	3	5.0	152	1						

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DATE/TIME = 5/1/2013 11:59:25
USER = Shaggy
DESIGN SUPERVISOR = E. WOODS
JOB MANAGER = C. TUTUNJIAN
DESIGNED BY = S. HAGY
CHECKED BY = M. HUNT
ESTIMATED BY = S. HAGY
DRAFTED BY = K. DETRICK
CHECKED BY = M. HUNT



WETLAND RESTORATION/PROTECTION NOTES:

1. PRIOR TO THE START OF CLEARING AND GRUBBING AND/OR ANY CONSTRUCTION ADJACENT TO THE WETLANDS, THE ENGINEER-IN-CHARGE SHALL VERIFY THE LOCATION(S) OF THE AREA(S) TO BE PRESERVED, AND THE TREES TO BE SAVED. NO DISTURBANCE SHALL BE ALLOWED WITHIN THE BOUNDARIES OF THE WETLAND AREAS TO BE PRESERVED AS SHOWN ON THE PLANS AND AS DELINEATED WITH TEMPORARY PLASTIC BARRIER FENCE AND/OR SILT FENCE.
2. EROSION CONTROL MEASURES AS INDICATED ON THE PLANS SHALL BE PLACED AS CLOSE AS POSSIBLE TO THE EDGE OF THE EXISTING WETLANDS TO BE PRESERVED WITHOUT INTERFERING WITH GRADING OPERATIONS.
3. IN ORDER TO PROMOTE THE EARLY DEVELOPMENT OF PLANT MATERIAL WITHIN THE WETLANDS TO BE RECONSTRUCTED, THE CONTRACTOR SHALL RECONSTRUCT THE WETLAND AS EARLY IN THE CONSTRUCTION SEQUENCE AS POSSIBLE. IF RECONSTRUCTION OF THE WETLANDS IS DELAYED AT ANY TIME, AN APPROVED TEMPORARY EROSION CONTROL MEASURE SHALL BE APPLIED UNTIL RECONSTRUCTION IS CONTINUED.
4. PRIOR TO FINISH GRADING OF THE WETLAND AREAS, THE ENGINEER-IN-CHARGE SHALL BE NOTIFIED TO VERIFY THE FINAL SHAPE OF THE WETLAND AREA. FURTHER EXCAVATION AND/OR FILLING MAY BE ORDERED AND IS TO BE CARRIED OUT UNDER ITEM 610.1406.

5. WETLAND AREAS TEMPORARILY DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE LIMITED TO THE AREAS SHOWN ON THE PLANS. THESE AREAS SHALL BE PREPARED FOR TURF ESTABLISHMENT UNDER ITEM 610.15, RE-GRADE TO THE PRE-CONSTRUCTION CONTOURS WITH PREVIOUSLY REMOVED ITEM 610.1406, AND ESTABLISHED UNDER ITEM 610.1601 - TURF ESTABLISHMENT WITH THE FOLLOWING WETLAND SEED MIX:

WETLAND SEED MIX:
48% ANNUAL RYEGRASS (LOLIUM MULTIFLORUM)
4% RED OP (AGROSTIS ALBA)
2% SWITCHGRASS (PANILUM VIGATUM)
2% MEADOW FOXTAIL (ALOPECURUS PRATENSIS)
2% SOFT STEM BULRUSH (SCIRPUS VALIDUS)
1% FOX SEDGE (CAREX VULPINOIDEA)
1% JOE PYE WEED (EUPATORIUM MACULATUS)
8% BONESET (EUPATORIUM PREFOLIATUM)
1% BLUE VERVAIN (VERBENA NOVEBORACENSIS)
1% NEW YORK IRONWEED (VERONICA NOVEBORACENSIS)

TOTAL POUNDS PURE LIVE SEED PER ACRE = 26.5 LB/ACRES

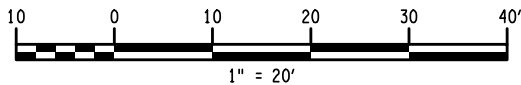
6. TEMPORARY PLASTIC BARRIER FENCE SHALL BE INSTALLED IN THE LOCATIONS SHOWN ON THE PLANS OR A.O.B.E. PRIOR TO BEGINNING ANY WORK IN THESE AREAS.
7. THE CONTRACTOR SHALL INSTALL AT THE BEGINNING OF THE CONTRACT, AND MAINTAIN THROUGHOUT ITS DURATION, THE TEMPORARY PLASTIC BARRIER FENCE AROUND THE EXISTING WETLAND AREAS/STREAM COURSE AREAS AS SHOWN. THE CONTRACTOR SHALL NOT DISTURB EXISTING WETLAND AREAS/STREAM COURSE AREAS WITHIN THE FENCED AREAS. THE COST SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 607.41010010.
8. IN AREAS INDICATED ON THE PLANS, THE ENGINEER MAY REQUIRE THE TEMPORARY PLASTIC BARRIER FENCE TO BE INSTALLED IN COMBINATION WITH SILT FENCE.

LEGEND:

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| | TEMP. WETLAND IMPACT AND RESTORATION AREA ITEM 610.1406 |
| | WETLAND BOUNDARY |
| | TURBIDITY CURTAIN, ITEM 209.1501 |
| | COFFERDAMS (TYPE 2), ITEMS 553.020001 & 553.020002 |
| | SILT FENCE, ITEM 209.13 |
| | TEMPORARY PLASTIC BARRIER FENCE, ITEM 607.41010010 |
| | CHECKDAM, PREFABRICATED TEMPORARY, ITEM 209.1105 |

NOTES:

1. CONTRACTOR SHALL REMOVE AND STOCKPILE TOP 12" OF EXISTING SOILS IN TEMPORARY WETLAND IMPACT AREA FOR LATER USE IN RESTORATION.
2. WETLAND RESTORATION AREA SHALL BE SEEDDED WITH WETLAND SEED MIX AND TURF ESTABLISHMENT PROCEDURES AS SPECIFIED IN ITEM SPECIFICATION 610.1601.
3. ALL STOCKPILED WETLAND SOILS SHALL BE PROTECTED BY PERIMETER EROSION CONTROL MATERIALS AND PAID FOR UNDER ITEM 209.13, TEMPORARY SEDIMENT CONTROL FENCE.
4. SILT FENCE, ITEM 209.13 SHALL BE PLACED AROUND THE CONTRACTOR STAGING AREA.



AS BUILT REVISIONS DESCRIPTION OF WORK:	COUNTY ROAD 68 (MOUNTAINVIEW DRIVE) OVER COLD BROOK	P.I.N. 1759.25	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	BRIDGE REPLACEMENT				WETLAND RESTORATION PLAN	D033488
	TOWN OF WILLSBORO					DRAWING NO. W-1
	COUNTY: ESSEX					SHEET NO. 34
SIGNATURE	DATE	DOCUMENT NAME: 1759.25_cpb_wet_pln_01.dgn				