

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept sealed bids for ELK DRIVE BRIDGE OVER LACHUTE RIVER, TICONDEROGA, NY (B.I.N. 3302520). The bids shall be received at the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York by 2:00 P.M. on June 5, 2014, 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 – ELK DRIVE BRIDGE" 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](http://www.co.essex.ny.us).

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

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

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

The DMWBE goals are as follows: DBE = 8%, MBE = 2.6%, WBE = 6.9%.

Federal guidelines supersede local laws if there is any conflict.

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: May 15, 2014

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

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# PROJECT MANUAL

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## ELK DRIVE (TOWER AVENUE) BRIDGE OVER LACHUTE RIVER

TOWN OF TICONDEROGA, NY

MAY 2014

D 033490  
PIN 1757.60  
BIN 3-30252-0

**Prepared For:**

ESSEX COUNTY  
DEPARTMENT OF PUBLIC WORKS  
8053 U.S. ROUTE 9  
ELIZABETHTOWN, NY 12932

**Prepared By:**

GREENMAN-PEDERSEN, INC  
80 WOLF ROAD, SUITE 300  
ALBANY, NY 12205

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<i>(Forms listed below are to be returned within 10 days of Bid Opening)</i>	
<ul style="list-style-type: none"><li>• NYS Uniform Contracting Questionnaire</li></ul>	17 Pages (minimum)
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Construction Payment Bond	3 Pages
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## INFORMATION FOR BIDDERS

D 033490

PIN 1757.60

BIN 3-30252-0

### ELK DRIVE (TOWER AVENUE) BRIDGE OVER THE LACHUTE RIVER

Town of Ticonderoga  
Essex County, New York

Sealed bids will be received by the Essex County Purchasing Agent (7551 Court Street, Elizabethtown, New York until 2:00 pm, Thursday June 5, 2014, at which time they will be publicly opened and read aloud.

The proposed project is located in the Town of Ticonderoga, Essex County.

This project is being progressed through the New York State Department of Transportation Improvement Program under PIN 1757.60. Construction will be in strict conformance with all NYSDOT and Federal Aid Requirements and governed by the NYSDOT Standard Specifications Section 100 – General Provisions and Section 200 thru 700 - Technical Specifications.

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following:

Replacement of the functionally obsolete and structurally deficient steel girder bridge with a prestressed arch matching the historic character of the area. Reconstruction Elk Drive (Tower Ave) approaches between Montcalm Street and Burgoyne Ave for a length of approximately 780 feet. Relocation of 10 NPS ductile iron water main and dry hydrant. Approaches will consist of full depth pavement reconstruction with 11'-0" travel lanes and 4'-0" shoulders, curbing, sidewalk, and pedestrian scale lighting. The reconstruction will improve the subsurface conditions and address roadside safety features to avoid impacts to adjacent parklands.

Complete sets of the specifications and bid forms may be obtained on or after May 15, 2014 from the Essex County Purchasing Department 7551 Court Street, Elizabethtown, New York.

Contract documents can be obtained at the above address or on the County's website at [www.co.essex.ny.us](http://www.co.essex.ny.us). Hard copy full and partial plan sets will not be distributed. Drawings and Specifications may be examined at the Essex County Purchasing Department.

Contractors that obtain contract documents from a source other than the issuing office must notify the issuing office in order to be placed in the official plan holder's list, receive addenda and other bid correspondence. Bids received from contractors other than those on the official plan holder's list, will not be accepted.

Essex County will not issue Addenda, nor its Engineer will not issue addenda nor respond to bidders questions three (3) days prior to the scheduled bid opening unless stated bid date is postponed.

All bids must be made on the official Bid Form and Bid Summary Form or an exact reproduction thereof and enclosed in a sealed envelope with the following clearly marked on the front of the envelope:

- Bidders Name and Address
- Elk Drive (Tower Avenue) Bridge over the LaChute River
- Date and Time of Bid Opening

Bid proposals may be hand delivered to the Essex County Purchasing Department until 2:00 pm local time on the day of the bid opening.

Bid proposals may be mailed using regular mail to the following address:

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

Bid proposals that are “overnight” or otherwise shipped must be received by 2:00 pm local time on the day of the bid opening. Bids received via “overnight” or “express” mail after this time will not be opened and will be returned to the bidder. Such bids shall not be considered.

This is a Unit Price bid. No bidder may withdraw his bid within forty five (45) calendar days after the actual date of the opening thereof. Each bid must be accompanied by a bid security in the amount of 5 percent of the base bid in accordance with the Instruction to Bidders.

The successful bidder will be required to furnish construction performance and payment bonds in the full amount of the contract price.

The successful bidder will be required to comply with all provisions of the Federal Government Equal Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804).

Owner reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or Conditional Bids.

OWNERS CONTACT

Tony LaVigne  
 Superintendent of Public Works  
 Essex County Department of Public Works  
 8053 U.S. Route 9  
 Elizabethtown, New York 12932  
 Phone: (518) 873-6326

OWNER

Essex County  
 7551 Court Street  
 Elizabethtown, New York 12932

ENGINEER

Christopher Cornwell, P.E.  
 Greenman-Pedersen, Inc.  
 80 Wolf Road, Suite 300  
 Albany, New York 12205  
 Phone: (518) 453-9431

**INSTRUCTIONS TO BIDDERS**

**PROJECT IDENTIFICATION:**

- a) Project Title: D 033490; PIN 1757.60; BIN 3-30252-0  
Elk Drive (Tower Avenue) Bridge Over LaChute River
  
- b) Owner: Essex County
  
- c) Engineer: Greenman-Pedersen, Inc.

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## **1. Defined Terms**

1.1. Terms used in these Instruction to Bidders which are defined in the Standard General Conditions of the Project Manual have the meanings assigned to them in the General Provisions.

1.2. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- **Bidder** – one who submits a bid directly to owner as distinct from sub-bidder, who submits a bid to a bidder.
- **Issuing Office** – the office from which the bidding documents are to be issued and where the bidding procedures are to be administered.
- **Successful Bidder** – the lowest responsible, responsive bidder to whom owner (on the basis of owners evaluation as hereinafter provided) makes an award.

## **2. Copies of Bidding Documents**

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Notice to Bidders may be obtained from the Issuing Office. If the bidding documents are obtained from a source other than the issuing office, contractor must notify issuing office in order to be placed on the official plan holder's list, receive addenda and other bid correspondence. Bids received from contractors other than those on the official plan holder's list will not be accepted.

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Document.

2.3. Owner and Engineer in making copies of Bidding Documents Available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## **3. Bidders Responsibility**

Bidders shall fully acquaint themselves with all of the details set forth in Specifications and General/Supplemental Conditions before submission of bids. All items bid upon must be in accordance with manufacturer's current specification sheets and the available options listed thereon. Wherever components are identified by their trade names those units are desired by the County of Essex and shall be given preference in determining award. However, the use of trade names is not intended to be restrictive and other manufacturer's units meeting or exceeding these specifications will be

considered. Vendor must identify and describe all items offered since the term "meet or exceed" for alternate items is not acceptable in vendors' specifications proposal sheets. Failure to do so may be grounds for rejection.

## **4. Bidders Qualifications**

All Bidders, including foreign and domestic corporations must be qualified and/or licensed to do business within the State of New York. Essex County reserves the right to make any investigation deemed necessary to determine bidder qualifications and responsibility. Bidder shall furnish to the County, upon request, all data pertinent thereto.

## **5. Examination of Contract Documents and Site**

5.1. It is the responsibility of each bidder before submitting a Bid:

5.1.1. To examine thoroughly the Contract Documents and other related data identified in the bidding documents (including "technical data" referred to below);

5.1.2. 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;

5.1.3. To consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work;

5.1.4. To study and carefully correlate Bidders knowledge and observations with the Contract Documents and such other related data;

5.1.5. 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.

5.2. Reference is made to the Supplementary Conditions for identification of:

5.2.1. 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.

5.2.2. 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 structured, nor upon the completeness thereof for purposes of bidding or 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 as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph SC-4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.

5.3. Information and data 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 in the Supplementary Conditions.

5.4. 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 appear in Paragraphs 4.02, 4.03 and 4.04 of the General Conditions.

5.5. 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.

5.6. 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.

5.7. Reference is made to the Supplementary Conditions for identification of the general nature of work that is to be performed at the site by Owner of 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 the Contract Documents (other than portions thereof related to price) for such work.

5.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, 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, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5.9. The provisions of 1-5.1 through 5.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste, or Radioactive Material covered by paragraph 4.06 of the General Conditions.

## **6. Availability of Lands for Work, etc.**

The lands upon which the Work is to be performed, right-of-way and easements for access thereto and other lands designated for use by the 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 the 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.

## **7. Interpretation and Addenda**

7.1. All questions about the meaning or intent of the Bidding documents are to be directed to Engineer through the Purchasing Agent. 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 Purchasing Agent as having received the Bidding documents. Questions received less than ten days prior to the date for opening of the 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.



7.2. Addenda may also be issued to modify the Bidding documents as deemed advisable by OWNER and ENGINEER.

## **8. Bid Security**

8.1. Each Bid must be accompanied by Bid security made payable to the OWNER in the amount of five percent (5%) of Bidders 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 meeting the requirements of section 5.01 of the Supplementary Conditions.

8.2. 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 Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after 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 the OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the forty-fifth 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.

## **9. 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 (the term "Contract Times" is defined in paragraph 1.14 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

## **10. Liquidated Damages**

Provisions for Liquidated Damages, if any, are set forth in the Agreement.

## **11. 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. The procedure for submission for any such application by Contractor and consideration by Engineer is set forth in paragraphs 6.05.A, 6.05.B and

6.05.C of the General Conditions and may be supplemented in the General Requirements.

## **12. Subcontractors, Suppliers and Others**

12.1. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to the 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 of Notice of Award 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.

An OWNER or ENGINEER who after due investigation reasonably believes that a Subcontractor, Supplier or other person or organization is suspended, debarred or has otherwise been declared ineligible to perform this contract, may request that a Successful Bidder submit an acceptable substitute Subcontractor, Supplier, person or organization.

If apparent Successful Bidder declines to make any such substitution, the OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, other persons and organizations.

12.2. 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 the 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.

12.3. No CONTRACTOR shall be required to employ and Subcontractor, Supplier, other person or organization against whom the CONTRACTOR has a reasonable objection.

## **13. Bid Form**

13.1. The Bid Form and the Bid Summary Form (where applicable) are included with the Bidding documents; additional copies may be obtained from Engineer (or issuing office).

13.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.

13.3. Bids by corporations must be executed in the corporate name by the president or vice president (or 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.

13.4. 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.

13.5. All names must be typed or printed in black ink below the signature.

13.6. The Bid shall contain acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form.

13.7. The address and telephone number for communications regarding the Bid must be shown.

13.8. All documents set forth in the Bidders Checklist must be submitted with bid.

#### **14. Submission of Bids**

Bids shall be submitted at the time and place indicated in the Advertisement or Notice to Bidders and shall be enclosed in a sealed envelope, marked with the project title and name an address of Bidder and accompanied by the Bid security and other required documents (see bidders checklist). 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 submitted at any time prior to the opening of Bids.

15.2. Where a unilateral error or mistake is discovered in a Bid, such Bid may be withdrawn after showing of the following: (1) the mistake is known or made known to the OWNER and ENGINEER prior to the awarding of the contract or within three days after opening of the Bid, whichever period is shorter; and (2) the price Bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the Bid was submitted in good faith and the Bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the Bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn by inspection of the original work papers, documents or materials used in the preparation of the Bid;

and (5) it is possible to place the OWNER in status quo ante.

#### **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) may be made available to Bidders after the opening of the 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. To the fullest extent permitted by law 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, to the extent permitted by law, contract times with the Successful Bidder.

18.2. Discrepancies between words and figures will be resolved in favor of the words.

18.3. In evaluating Bids, OWNER will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, lump sum price and other data, as may be requested in the Bid form or prior to Notice of Award.

18.4. OWNER 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 Notice of Award.

18.5. 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, to perform and furnish the Work in accordance with the Contract Documents to OWNERS satisfaction within the prescribed time.

18.6. If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose

evaluation by OWNER indicates to OWNER that the award will be in the best interest of the project.

18.7. 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**

Article 5 of the Supplementary Conditions sets forth OWNERS requirements as to performance and payment Bonds. When successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bond.

**20. Signing of Agreement**

When OWNER gives Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement Within fifteen days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreements to OWNER with the required bonds. Within ten days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR.

**21. Prebid Conference**

A prebid conference may be held as outlined in the Notice to Bidders. If held, representatives of the OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

**22. Lobbying Activities on Federal Aid Contracts**

Each Bidder is required to comply with the provisions contained in the Requirements Regarding Lobbying Activities on Federal Aid Contracts and shall submit the Disclosure of Lobbying Activities with the Bid.

**23. Sales and Use Taxes**

OWNER is exempt from New York State Sales and Use Tax on materials and equipment to be incorporated into work. Said taxes should not be included in Contract Price. Refer to the Supplementary Conditions SC-6.10 for additional information.

**24. Non-Collusive Bidding Procedures**

Each Bidder is required to comply with the requirement regarding non-collusive bidding procedures and shall submit the appropriate Non-Collusive Bidding Certification and Non-Collusive Bidding Certification Bidder Information with the Bid. Knowledge of bid collusions or other questionable contract related practices

shall be reported per the instructions contained in Reporting Violations of the Non-Collusive Bidding Procedures, Misconduct, or other Prohibited Contract Activities.

**25. Disadvantaged Business Enterprise Utilization Goals**

The provisions for Disadvantaged Business Enterprise Utilization Goals are set forth in Appendix A. Each Bidder must submit the Disadvantaged Business Enterprise Utilization Goals form with its Bid.

**26. Schedule for Bid and Award of Contract**

A schedule of the major events required for the Bid and Award is shown below:

Notice of Award	No later than 45 days following Bid Opening
Signed Documents returned by Contractor	No later than 15 days following Notice of Award
Signed Documents returned by the Owner with Notice to Proceed	No later than 10 days following Signed Documents returned by Contractor
Submittal of Bonds and Insurance	No later than 15 days following Notice of Award

**27. Prevailing Wages**

This is a public works project and prevailing wages as determined by the New York State Department of Labor must be paid.

**28. Federal Aid Contract**

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

The low bidder will be required to complete a New York State Uniform Contracting Questionnaire. The questionnaire must be reviewed and approved by NYSDOT before the Owner may award the Contract.

**PIN 1757.60**

**SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS**

The following information is available at the Office of the Owner and Engineer, as identified in the advertisement for bids, for inspection and review prior to the letting date. It is mutually understood that this data is independent information the Engineer and/or Owner has assembled and the bidder shall assume the risk of its accuracy and that the information is not prepared or used as part of the contract plans and that Article 7 of the Agreement will apply. This information is not to be considered as a substitution or revision of that section of the standard specifications defining specifications and contract agreements.

By his/her signature on this proposal the bidder certifies that he/she has made himself aware of this availability, for his/her inspection and review prior to the letting date, of the information indicated below:

<b>Available</b>	<b>Not Available</b>	<b>Information</b>
X		Utility Estimate Sheets with Names of Utility Officials
X		Right of Way Plan
X		Earthwork Cross Sections
X		Earthwork Sheets
X		Drainage Estimate Sheets
X		Sign Face Layouts
X		Logs of Subsurface Exploration
	X	Tabulated Results of Probing
	X	Tabulated Depth to Bed Rock
X		Logs Showing Laboratory Description of Soil Samples
X		Laboratory Test Data from Soil Samples
	X	Rock Outcrop Maps
	X	Granular Materials Resources Survey Reports
	X	Terrain Reconnaissance Reports
	X	Subsurface Data Obtained from Sources Outside the Department
	X	Granular Material Sources Report
X		Record Plans
	X	SPDES Report/SWPPP
X		Special Reports or Other Information (Identified Below) <ul style="list-style-type: none"> <li>• SHPO Finding Documents</li> <li>• Design Report</li> </ul>

**SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS**

THE FOLLOWING SUPPLEMENTAL INFORMATION IS INCLUDED IN THIS SECTION:

***Subsurface Investigations and Geotechnical Evaluations***

INFORMATION PLACED IN THIS SECTION IS NOT A PART OF THE CONTRACT DOCUMENTS.

NOTES:

SUBSURFACE DATA:

1. *A number of test borings were performed along the project limits and are include as **SUPPLEMENTAL** information and as per Dwgs ST-6 and ST-7.*
2. *Logs of the test borings referred to above are included in this Project Manual but are not a part of the Contract Documents. The availability of these borings is not intended to relieve Bidders of their obligation to make a thorough investigation of conditions below the surface of the ground. Additional payment or extension of time will not be made to the Contractor in the event that the borings referred to above do not accurately represent the true nature of the subsurface conditions.*
3. *Bidders and prospective Bidders are hereby warned and put on notice that the borings referred to above were made for design purposes only. They were not made for the purpose of informing Bidders and prospective Bidders as to subsurface conditions in the area of work covered by this Contract and ar not, in the opinion of the Engineer, sufficient enough to provide an accurate or reliable indication of subsurface conditions which might be encountered in the performance of the Contract.*
4. *Neither the Owner nor the Engineer has made any investigation of subsurface conditions in the area covered by the work to be performed under this Contract other than the borings referred to above, and, in bidding of this Contract, each Bidder acknowledges that he has made whatever investigation of subsurface conditions he had deemed necessary for the purpose of bidding. Permission for making borings of subsurface conditions will be arranged for by the Owner upon receipt of written request therefore.*
5. *Soil borings were taken in March 2012*

If you choose not to bid on this project, please consider returning this form to the following address:

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

**NON-BIDDERS RESPONSE**

<b>VENDOR NAME:</b>	
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For purposes of striving to improve our bidding process, as well as to facilitate your firm's response to our future invitations to bid, we are interested in ascertaining reasons why you chose not to bid on this particular project. In this regard, please provide a short explanation/reason for your choice not to bid in the space provided below:

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## **BIDDER'S CHECKLIST**

In order to submit a complete bid, Bidders must submit the following documents:

- \_\_\_\_\_ Bid Form (BF-1 to BF-4)
- \_\_\_\_\_ Certified Copy of Resolution of Board of Directors (For Corporations) (BF-5)
- \_\_\_\_\_ Bid Summary Form(s) (BS-1 to BS-21)
- \_\_\_\_\_ Non-Collusive Bidding and Disbarment Certifications (NC-1 to NC-5)
- \_\_\_\_\_ Bid Bond or Certified Bank Check (BB-1 to BB-2)
- \_\_\_\_\_ Affidavit of Worker's Compensation (WC-1)
- \_\_\_\_\_ Certification of Compliance Iran Divestment Act (ID-1)
- \_\_\_\_\_ Lobbying Certification (LA-1 to LA-6)
- \_\_\_\_\_ D/M/WBE Utilization Goals (DMWBE-1)
- \_\_\_\_\_ Proof of Ability to do Work in NYS or Covenant to Obtain  
(obtained from NY Dept of State website [http://www.dos.ny.gov/corps/bus\\_entity\\_search.html](http://www.dos.ny.gov/corps/bus_entity_search.html))

Also the following forms are due from the apparent responsible low bidder no later than 10 days after bid opening:

- \_\_\_\_\_ NYS Uniform Contracting Questionnaire (17 pages minimum)
  - \_\_\_\_\_ NYS Uniform Contracting Questionnaire (8 pages minimum)
  - \_\_\_\_\_ Attachment A (2 pages)
  - \_\_\_\_\_ Attachment B (3 pages)
  - \_\_\_\_\_ Attachment C (4 pages min.) or as directed on Questionnaire Instructions

***BIDDERS SHALL SUBMIT ALL DOCUMENTS PRESENTED IN THIS PROJECT MANUAL ON SINGLE-SIDED SHEETS IN THE EXACT ORDER SHOWN. NO SUBSTITUTION OF FORMS WILL BE ALLOWED. ENTRIES MAY BE TYPED OR LEGIBLY HANDWRITTEN EXCEPT AS SPECIFICALLY NOTED.***

BID FORM

PROJECT IDENTIFICATION:                    PIN 1757.60  
Elk drive (Tower Avenue) Bridge  
Over LaChute River  
Town of Ticonderoga, Essex County New York

CONTRACT IDENTIFICATION:                D 033490; PIN 1757.60

THIS BID IS SUBMITTED TO:                Linda M. Wolf, CPA  
Purchasing Agent  
Essex County Government Center  
7551 Curt Street – PO Box 217  
Elizabethtown, New York 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 Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents
  
2. Bidder accepts all the terms and conditions of the Advertisement or Notice to Bidders 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 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 (15) 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 work.



- d. 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
- e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, test, studies, and data with the Contract Documents
- f. 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.
- g. 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 Contract Documents for the following price:

TOTAL BID FOR ALL UNIT PRICES

\_\_\_\_\_ (\$ \_\_\_\_\_ )  
(use words) (figures)

Unit Prices have been computed in accordance with paragraph 11.03.C General Conditions.

BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work will be substantially completed and completed and ready for final payment in accordance with section 14.07 of the General Conditions 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.

6. The following documents are attached to and made a condition of this Bid:

a. All documents set forth in the Bidders Checklist.

7. Communications concerning this Bid shall be addressed in writing to:

Essex County Department of Public Works  
8053 U.S. Route 9  
Elizabethtown, New York 12932  
Attn. Tony LaVigne, Superintendent Essex County DPW

8. Terms used in this Bid which are defined in the Standard General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on \_\_\_\_\_ 2014.

CONTRACTOR \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

**BIDDER INFORMATION SHEET**

NAME OF BIDDER: \* \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

TYPE OF ENTITY: CORPORATION \_\_\_\_ PARTNERSHIP \_\_\_\_ INDIVIDUAL \_\_\_\_

IF A NON-PUBLICLY OWNED CORPORATION:

NAME OF CORPORATION: \_\_\_\_\_

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):

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

LIST OF OFFICERS: \_\_\_\_\_

\_\_\_\_\_

LIST OF DIRECTORS: \_\_\_\_\_

\_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

IF A PARTNERSHIP:

PARTNERS: \_\_\_\_\_

\_\_\_\_\_

NAME OF PARTNERSHIP: \_\_\_\_\_

DATE OF ORGANIZATION: \_\_\_\_\_

\* IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK GENERAL BUSINESS LAW MUST BE ATTACHED.

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

\_\_\_\_\_  
(NAME OF CORPORATION)

“Resolved that \_\_\_\_\_,  
(Person Authorized to Sign) (Title)

of \_\_\_\_\_ authorized to sign and submit Bid for this corporation for  
(Name of Corporation)

the following project:

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

The foregoing is true and correct copy of resolution adopted by:

\_\_\_\_\_  
(NAME OF CORPORATION)

At 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**

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
201.07	0.05	CLEARING AND GRUBBING FOR ..... .....PER ACRE				
202.120001	1	REMOVING EXISTING SUPERSTRUCTURES FOR ..... .....PER LUMP SUM				
202.19	120	REMOVAL OF SUBSTRUCTURES FOR ..... .....PER CUBIC YARD				
203.02	1,500	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR ..... .....PER CUBIC YARD				
203.03	1,240	EMBANKMENT IN PLACE FOR ..... .....PER CUBIC YARD				

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
203.07	40	SELECT GRANULAR FILL FOR ..... .....PER CUBIC YARD				
203.21	1,400	SELECT STRUCTURE FILL FOR ..... .....PER CUBIC YARD				
206.01	3,120	STRUCTURE EXCAVATION FOR ..... .....PER CUBIC YARD				
206.0201	275	TRENCH AND CULVERT EXCAVATION FOR ..... .....PER CUBIC YARD				
206.03	800	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION FOR ..... .....PER LINEAR FEET				

**CARRY FORWARD** \_\_\_\_\_

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
206.05	5	TEST PIT EXCAVATION FOR ..... .....PER EACH				
207.20	325	GEOTEXTILE BEDDING FOR ..... .....PER SQUARE YARD				
209.1003	690	SEED AND MULCH - TEMPORARY FOR ..... .....PER SQUARE YARD				
209.13	1,400	SILT FENCE-TEMPORARY FOR ..... .....PER LINEAR FEET				
209.1501	165	TURBIDITY CURTAIN - TEMPORARY FOR ..... .....PER LINEAR FEET				

**CARRY FORWARD** \_\_\_\_\_

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
209.1703	42	DRAINAGE STRUCTURE INLET PROTECTION, PREFABRICATED-TEMPORARY FOR ..... .....PER LINEAR FEET				
209.22	180	CONSTRUCTION ENTRANCE FOR ..... .....PER SQUARE YARD				
211.11	20	GROUTED TIEBACKS (PERMANENT) FOR ..... .....PER EACH				
304.12	1,125	SUBBASE COURSE, TYPE 2 FOR ..... .....PER CUBIC YARD				
402.128202	260	12.5 F2 TOP COURSE HMA, 80 SERIES COMPACTION FOR ..... .....PER TON				

**CARRY FORWARD** \_\_\_\_\_



**P.I.N. 1757.60  
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**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
402.128212	13	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.128202 FOR ..... .....PER QUALITY UNIT	70	00	840	00
402.198902	340	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION FOR ..... .....PER TON				
402.198912	17	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.198902 FOR ..... .....PER QUALITY UNIT	70	00	1,120	00
402.378902	510	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION FOR ..... .....PER TON				
402.378912	26	PLANT PRODUCTION QUALITY ADJUSTMENT 402.378902 FOR ..... .....PER QUALITY UNIT	70	00	1,680	00

**CARRY FORWARD** \_\_\_\_\_

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
407.0102	320	DILUTED TACK COAT FOR ..... .....PER GALLON				
407.0103	10	STRAIGHT TACK COAT FOR ..... .....PER GALLON				
490.30	170	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE FOR ..... .....PER SQUARE YARD				
552.13	5,665	TEMPORARY STEEL SHEETING FOR ..... .....PER SQUARE FEET				
553.010001	1	COFFERDAMS (TYPE 1) FOR ..... .....PER EACH				

**CARRY FORWARD** \_\_\_\_\_

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
553.010002	1	COFFERDAMS (TYPE 1) FOR ..... .....PER EACH				
555.08	150	FOOTING CONCRETE, CLASS HP FOR ..... .....PER CUBIC YARD				
555.09	205	CONCRETE FOR STRUCTURES, CLASS HP FOR ..... .....PER CUBIC YARD				
555.72010001	1,695	ARCHITECTURAL TREATMENT OF CONCRETE SURFACES FOR ..... .....PER SQUARE FEET				
556.0202	22,500	EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES FOR ..... .....PER POUNDS				

**CARRY FORWARD** \_\_\_\_\_

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
560.13200007	25	REMOVE AND RESET STONE WALL FOR ..... .....PER LINEAR FEET				
562.0101	401	REINFORCED CONCRETE SPAN UNITS FOR ..... .....PER SQUARE YARD				
562.03	73	WING WALL WITH FOOTING FOR ..... .....PER SQUARE YARD				
568.50	115	STEEL BRIDGE RAILING (TWO RAIL) FOR ..... .....PER LINEAR FEET				
568.51	115	STEEL BRIDGE RAILING (FOUR RAIL) FOR ..... .....PER LINEAR FEET				

**CARRY FORWARD** \_\_\_\_\_

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
568.70	122	TRANSITION BRIDGE RAILING FOR ..... .....PER LINEAR FEET				
568.80010010	222	ORNAMENTAL PEDESTRIAN RAILING FOR ..... .....PER LINEAR FEET				
570.09	1	ENVIRONMENTAL GROUND PROTECTION FOR ..... .....PER LUMP SUM				
570.10	1	ENVIRONMENTAL WATERWAY PROTECTION FOR ..... .....PER LUMP SUM				
595.50000018	2,290	SHEET-APPLIED WATERPROOFING MEMBRANE FOR ..... .....PER SQUARE FEET				

**CARRY FORWARD** \_\_\_\_\_

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
604.07	2	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES FOR ..... .....PER EACH				
605.1001	120	UNDERDRAIN FILTER TYPE 2 FOR ..... .....PER CUBIC YARD				
605.1701	1,600	OPTIONAL UNDERDRAIN PIPE, 4 INCH DIAMETER FOR ..... .....PER LINEAR FEET				
606.10	360	BOX BEAM GUIDE RAILING FOR ..... .....PER LINEAR FEET				
606.100002	50	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED) FOR ..... .....PER LINEAR FEET				

**CARRY FORWARD** \_\_\_\_\_

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
606.120201	6	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA FOR ..... .....PER EACH				
608.0101	55	CONCRETE SIDEWALKS AND DRIVEWAYS FOR ..... .....PER CUBIC YARD				
608.020102	10	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS ,AND VEGETATION CONTROL STRIPS FOR ..... .....PER TON				
608.020112	1	PLANT PRODUCTION QUALITY ADJUSTMENT TO 608.020102 FOR ..... .....PER QUALITY UNIT	70	0	70	0
608.21	15	EMBEDDED DETECTABLE WARNING UNITS FOR ..... .....PER SQUARE YARD				

**CARRY FORWARD** \_\_\_\_\_

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
609.0203	845	STONE CURB, GRANITE, (TYPE C) FOR ..... .....PER LINEAR FEET				
610.1402	75	TOPSOIL - ROADSIDE FOR ..... .....PER CUBIC YARD				
610.1601	230	TURF ESTABLISHMENT - ROADSIDE FOR ..... .....PER SQUARE YARD				
615.02060124	15	REMOVE, STORE AND RESET LANDSCAPE APPURTENANCE, TYPE 01 FOR ..... .....PER EACH				
619.01	1	BASIC WORK ZONE TRAFFIC CONTROL FOR ..... .....PER LUMP SUM				

**CARRY FORWARD** \_\_\_\_\_



**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
619.04	10	TYPE III CONSTRUCTION BARRICADE FOR ..... .....PER EACH				
619.100101	1,520	INTERIM PAVEMENT MARKINGS, STRIPES (TRAFFIC PAINT) FOR ..... .....PER LINEAR FEET				
619.1702	120	TEMPORARY CONCRETE BARRIER, (UNPINNED) WITH WARNING LIGHTS FOR ..... .....PER LINEAR FEET				
620.04	145	STONE FILLING (MEDIUM) FOR ..... .....PER CUBIC YARD				
625.01	1	SURVEY OPERATIONS FOR ..... .....PER LUMP SUM				

**CARRY FORWARD** \_\_\_\_\_

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**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
627.50140008	325	CUTTING PAVEMENT FOR ..... .....PER LINEAR FEET				
637.03	1	CONCRETE CYLINDER CURING BOX FOR ..... .....PER EACH				
637.11	10	ENGINEER'S FIELD OFFICE - TYPE 1 FOR ..... .....PER MONTH				
637.34	10,000	OFFICE TECHNOLOGY AND SUPPLIES FOR ..... .....PER DOLLAR CENT	1	00	10,000	00
645.5101	15	GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS FOR ..... .....PER SQUARE FEET				

**CARRY FORWARD** \_\_\_\_\_

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
645.5102	5	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z BARS FOR ..... .....PER SQUARE FEET				
645.5202	19	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z BARS, HIGH-VISIBILITY SHEETING FOR ..... .....PER SQUARE FEET				
645.81	14	TYPE A SIGN POSTS FOR ..... .....PER EACH				
647.31	3	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) FOR ..... .....PER EACH				
647.51	16	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET) FOR ..... .....PER EACH				

**CARRY FORWARD** \_\_\_\_\_

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
655.05010010	1	RESETTING EXISTING SANITARY SEWER MANHOLE CASTINGS FOR ..... .....PER EACH				
650.1024	126	TRENCHLESS INSTALLATION OF CASING UNDER HIGHWAY WITH A DIAMETER EQUAL TO 24 INCHES FOR ..... .....PER LINEAR FEET				
663.0106	25	DUCTILE IRON CEMENT LINED WATER PIPE, 6" FOR ..... .....PER LINEAR FEET				
663.0110	305	DUCTILE IRON CEMENT LINED WATER PIPE, 10" FOR ..... .....PER LINEAR FEET				
663.1006	2	RESILIENT WEDGE VALVE & VALVE BOX, 6" FOR ..... .....PER EACH				

**CARRY FORWARD** \_\_\_\_\_

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
663.1501	1	DRY HYDRANT FOR ..... .....PER EACH				
663.2002	1,925	IRON WATER MAIN FITTINGS (10" - 16") FOR ..... .....PER POUNDS				
663.30	2	RELOCATE EXISTING WATER VALVE & VALVE BOX FOR ..... .....PER EACH				
663.31	2	RELOCATE EXISTING HYDRANT FOR ..... .....PER EACH				
663.33	9	ADJUST EXISTING VALVE BOX ELEVATION FOR ..... .....PER EACH				

**CARRY FORWARD** \_\_\_\_\_

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
670.0104	10	FOUNDATION FOR LIGHT STANDARDS, 4 FEET LONG FOR ..... .....PER EACH				
670.10010004	10	DECORATIVE LIGHT POLES WITH ONE LUMINAIRE FOR ..... .....PER EACH				
670.2602	800	RIGID PLASTIC CONDUIT, 2" FOR ..... .....PER LINEAR FEET				
670.3010	2	PULLBOXES 7.6 CUBIC FEET TO 10 CUBIC FEET, INSIDE VOLUME (LIGHTING) FOR ..... .....PER EACH				
670.7004	1,600	SINGLE CONDUCTOR CABLE, NUMBER 6 GAGE FOR ..... .....PER LINEAR FEET				

**CARRY FORWARD** \_\_\_\_\_

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
670.7501	800	GROUND WIRE NO. 6 AWG FOR ..... .....PER LINEAR FEET				
685.11	3,750	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS FOR ..... .....PER LINEAR FEET				
685.12	1,400	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS FOR ..... .....PER LINEAR FEET				
697.03	116,000	FIELD CHANGE PAYMENT FOR ..... .....PER DOLLAR CENT	1	00	116,000	00
698.04	1,400	ASPHALT PRICE ADJUSTMENT FOR ..... .....PER DOLLAR CENT	1	00	1,400	00

**CARRY FORWARD** \_\_\_\_\_

**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD** \_\_\_\_\_

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
698.05	238	FUEL PRICE ADJUSTMENT FOR ..... .....PER DOLLAR CENT	1	00	238	00

**CARRY FORWARD** \_\_\_\_\_



**P.I.N. 1757.60  
D033490**

**ELK DRIVE(TOWER AVENUE) BRIDGE OVER LACHUTE RIVER**

**BROUGHT FORWARD**

ITEM NUMBER	ESTIMATE QUANTITIES	ITEMS WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CTS.	DOLLARS	CTS.
699.040001	1.0	MOBILIZATION <b>MUST NOT EXCEED 4% OF SUBTOTAL SHOWN ABOVE. SEE SPECIFICATION FOR THIS ITEM</b>  FOR .....  .....PER LUMP SUM				
<b>TOTAL OR GROSS SUM WRITTEN IN WORDS:</b>			\$ _____			

## NON-COLLUSIVE BIDDING & DISBARMENT CERTIFICATIONS

### I. SECTION 103-D, GEN. MUNICIPAL LAW & SECTION 139-D OF STATE FINANCE LAW CERTIFICATION:

1. Every Bidder 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 the 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 to 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 a bid for the purpose of restricting competition.
- b. A bid shall not be considered for award nor shall any award be made where 1, a, b, and c 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.

The fact that a bidder (1) has published price lists, rates or tariffs covering items being procured, (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (3) 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) above.

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.

**II. TITLE 23, U.S.C., SECTION 112(C) CERTIFICATION:**

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 112 (c) of Title 23 U.S.C. (Highways) and does hereby certify, in conformance with said section 112 (c) of Title 23 U.S.C. (Highways) that he 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.

**III. TITLE 49 U.S.C., PART 29 DISBARMENT/INELIGIBILITY DISCLOSURE:**

The signator 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):

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- b. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- c. Does not have a proposed debarment pending; and
- d. 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.)

**NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION**

Bidder to provide information listed below:

Bidder Address: \_\_\_\_\_  
*Street or PO Box No*

\_\_\_\_\_ *City*

\_\_\_\_\_ *State* \_\_\_\_\_ *Zip*

Federal Identification No: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Phone # of Contact Person: \_\_\_\_\_

If Bidder is a Corporation:

\_\_\_\_\_ *Presidents Name & Address*

\_\_\_\_\_ *Vice Presidents Name & Address*

\_\_\_\_\_ *Other officer's Name & Address*

If Bidder is a Partnership:

\_\_\_\_\_ *Partners Name & Address*

\_\_\_\_\_ *Partners Name & Address*

If Bidder is a Sole Proprietorship

\_\_\_\_\_ *Owners Name & Address*

**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 the Standard Specifications, Construction Materials, published by the New York State Department of Transportation, and dated May 1, 2008, and addenda thereto, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by section 139-d of State Finance Law, and Section 112(c), 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, or civil judgments required by 49 CFT Part 29.

Date \_\_\_\_\_

\_\_\_\_\_  
(Legal name of Person, Corporation, or Firm Which is Submitting Bid or Proposal)

By: \_\_\_\_\_  
(Signature of Person Representing Above)

As: \_\_\_\_\_  
(Official Title of Signator in Above Firm)

**(Acknowledge By a Corporation)**

STATE OF NEW YORK     )  
  )     SS:  
COUNTY OF                     )

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

**(Acknowledge By Partnership)**

STATE OF NEW YORK    )  
  )  
  )        SS:  
COUNTY OF                    )

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 depose and say that he/she is a partner of the firm 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 of \_\_\_\_\_ for the uses and purposes mentioned herein.

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

**(Acknowledge By Individual Contractor)**

STATE OF NEW YORK    )  
  )  
  )        SS:  
COUNTY OF                    )

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, and that he/she acknowledge that he/she executed the same.

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

## BID 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:

Description *(Project Name and Include Location)*:

BOND

Bond Number:

Date *(Not earlier than Bid due date)*:

Penal sum

\_\_\_\_\_ (Words)

\$

\_\_\_\_\_ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

(Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal

(Seal)

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

By:

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

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 Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
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 of 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.



**AFFIDAVIT OF WORKERS COMPENSATION**

State of \_\_\_\_\_

SS:

County of \_\_\_\_\_

\_\_\_\_\_

of \_\_\_\_\_

being duly sworn, deposes and says that he now carries or that he has applied for a Workers 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

**CERTIFICATION OF COMPLIANCE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (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 submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of the Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that 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 the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract, and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I \_\_\_\_\_, being duly sworn, deposes and says that he/she is the  
\_\_\_\_\_ of \_\_\_\_\_ and

neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
Signed

SWORN to before me this  
\_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_

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

## **REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS**

### **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 sub-recipients shall certify and disclose accordingly.

## REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

### 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".

## **REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS**

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.

**REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID  
CONTRACTS**

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

<b>1. Type of Federal Action: (Check appropriate item)</b>  a. contract  b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance	<b>2. Status of Federal Action: (Check appropriate item)</b>  a. bid/offer/application  b. initial award  c. post-award	<b>3. Report Type: (Check appropriate item)</b>  a. initial filing  b. material change <b>For Material Change Only:</b> Year _____ quarter date of last report
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier                      , if known:		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
Information requested through this form is authorized by title 31 U.S.C. section _____ Signature: _____ _____ Print Name: _____  <b>11.</b> 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 31U.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.         Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>		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 \_\_\_\_\_

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**DISADVANTAGED/MINORITY/WOMENS BUSINESS ENTERPRISE (D/M/WBE)  
UTILIZATION GOALS**

The Department has established the following utilization goal(s) for this contract, expressed as a percentage of the total contract bid price. For clarification of Disadvantaged Business Enterprise (DBE) Utilization, Minority Business Enterprise (MBE), and Women’s Business Enterprise (WBE) Utilization, Refer to Appendix A.

Disadvantaged Business Enterprise (DBE) Utilization Goal	<u>8.0%</u>	(Federal Aid Only)
Minority Business Enterprise (MBE) Utilization Goal	<u>0%</u>	(Non-Federal Aid Only)
Women’s Business Enterprise (WBE) Utilization Goal	<u>0%</u>	(Non-Federal Aid Only)

Directories and/or Information related to the current certification statue of Disadvantaged Business Enterprises, can be obtained by contacting:

NYS Department of Transportation  
Office of Equal Opportunity Development and Compliance  
1220 Washington Avenue  
Albany, NY 12232-0444  
(518) 457-1129  
[www.dot.state.ny.us/oeodc/menu.html](http://www.dot.state.ny.us/oeodc/menu.html)

Directories and/or Information related to the current certification statue of Minority and Women’s Business Enterprises, can be obtained by contacting:

Empire State Development Corporation  
Office of Minority and Women’s Business Development  
30 S. Pearl Street  
Albany, NY 12245  
(518) 292-5250  
[www.nylovesmwbe.ny.gov/](http://www.nylovesmwbe.ny.gov/)  
[www.empire.state.ny.us](http://www.empire.state.ny.us)

**Disadvantaged Business Enterprise Officer**

The Bidder shall designate and enter below the name of the Disadvantaged/Minority/Women’s Business Enterprise Officer who will have the responsibility for the D/M/WBE Utilization.

Bidder Designated D/M/WBE Officer

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Title)

Telephone Number

( ) \_\_\_\_\_

**RETURN THIS PAGE WITH BID**



**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

**INSTRUCTIONS FOR COMPLETING THE NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION**

Please Read Before Completing Questionnaire

- Complete all sections of the Questionnaire.
- Submit this form as required by the contracting agency after being announced the low bidder for any competitively bid contract, or when proposed for subcontract work. If you have submitted one within six (6) months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the Agency with which you are bidding. A contracting agency may require additional information deemed necessary for its review. Whenever more space is needed to answer any question or you wish to give further explanation, complete by attaching extra pages. All questions must be answered.
- For each “Yes” answer in Sections IV, V, VI, VII, VIII and IX, add additional explanatory material. For question 7.2, if your firm has OSHA citations, attach copies of each citation.
- A certified annual financial statement, including Accountant’s Review Report and Accompanying Notes, will be acceptable in lieu of completing the financial disclosure forms in the questionnaire.
- If you wish material in this Questionnaire to be held as confidential and exempt from disclosure under Freedom of Information, place an asterisk in front of all information you do not want disclosed to outside sources.
- This Questionnaire is generally valid for one calendar year, unless major changes have occurred (firm purchased by another business, bankruptcy, etc.), in which case re-submittal is required.
- Submit completed questionnaires marked “CONFIDENTIAL” to:

NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT BUREAU  
50 WOLF ROAD, 1st FLOOR, SUITE 1CM  
ALBANY, NY 12232  
(518) 457-1564

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

<b>BUSINESS ENTITY INFORMATION</b>				
<u>Legal Business Name*</u>			<u>EIN</u>	
Complete Address of the <u>Principal Place of Business</u>			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name			Phone Number	Fax Number
Title			E-mail	
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , <u>Other Identity</u> , or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type (DBA, Trade Name, Other)	Name	EIN	State or County where filed	Status (ACTIVE OR INACTIVE)

<b>I. BUSINESS CHARACTERISTICS</b>		
<b>1.0 <u>Business Entity</u> Type -</b>		
a)	<u>Corporation</u> (including <u>P.C.</u> )	Date of Incorporation
b)	<u>Limited Liability Company</u> (LLC or PLLC)	Date Organized
c)	<u>Limited Liability Partnership</u>	Date of Registration
d)	<u>Limited Partnership</u>	Date Established
e)	<u>General Partnership</u>	Date Established                      County (if formed in NYS)
f)	<u>Sole Proprietor</u>	How many years in business?
g)	Other	Date Established
If Other, explain:		
<b>1.1 Was the <u>Business Entity</u> formed in New York State?</b>		Yes                      No
If "No" indicate jurisdiction where the <u>Business Entity</u> was formed: United States              State Other                      Country		

\*All under lined terms are defined in the "New York State Vendor Responsibility Definitions List", which can be found at: <http://www.osc.state.ny.us/vendrep/documents/definitions.pdf>.

*Note:* **These terms may not have their ordinary, common or traditional meanings.** Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. **By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" as it existed at the time of certifications.**

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

<b>I. BUSINESS CHARACTERISTICS</b>			
1.2 Is the <b>Business Entity</b> currently <b>registered to do business in New York State</b> ? <i>Note: Select "Not Required" if the <b>Business Entity</b> is a <b>Sole Proprietor</b> or <b>General Partnership</b></i>			Yes    No Not Required
If "No," explain why the <b>Business Entity</b> is not required to be <b>registered to do business in New York State</b> :			
1.3 Is the responding <b>Business Entity</b> a <b>Joint Venture</b> ? <i>Note: If the submitting <b>Business Entity</b> is a <b>Joint Venture</b>, also submit a separate questionnaire for each <b>Business Entity</b> comprising the <b>Joint Venture</b>.</i>			Yes    No
1.4 If the <b>Business Entity's Principal Place of Business</b> is not in New York State, does the <b>Business Entity</b> maintain an office in New York State? <i>(Select "N/A" if <b>Principal Place of Business</b> is in New York State.)</i>			Yes    No N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.5 Is the <b>Business Entity</b> a New York State certified <b>Minority-Owned Business Enterprise</b> , or <b>Women-Owned Business Enterprise</b> , or <b>New York State Small Business</b> , or federally certified <b>Disadvantaged Business Enterprise</b> ?			Yes    No
If "Yes," check all that apply: New York State certified <b>Minority-Owned Business Enterprise</b> (MBE) New York State certified <b>Women-Owned Business Enterprise</b> (WBE) New York State <b>Small Business</b> Federally certified <b>Disadvantaged Business Enterprise</b> (DBE)			
1.6 Identify each person who is, or has been within the past five (5) years, a <b>Business Entity Official</b> or <b>Principal Owner</b> of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. <b>Joint Ventures: Provide information for all firms involved.</b> <i>(Attach additional pages if necessary.)</i>			
Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>	Employment Status with the Firm
			Current    Former
			Current    Former
			Current    Former
			Current    Former
<b>II. AFFILIATE and JOINT VENTURE RELATIONSHIPS</b>			
2.0 Are there any other <b>construction</b> -related firms in which, now or in the past five years, the submitting <b>Business Entity</b> or any of the individuals listed in question 1.6 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm?			Yes    No
Firm/Company Name	Firm/Company EIN <i>(If Available)</i>	Firm/Company's Primary Business Activity	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

<b>II. AFFILIATE and JOINT VENTURE RELATIONSHIPS</b>		
Firm/Company Address		
Explain relationship with the firm and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <b>Business Entity</b> has in common with this <b>affiliate</b> ?		Yes    No
Individual's Name	Position/Title with Firm/Company	
2.1 Does the <b>Business Entity</b> have any <b>construction</b> -related <b>affiliates</b> not identified in the response to 2.0 above?		Yes    No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <b>Business Entity</b> has in common with this firm?		Yes    No
Individual's Name	Position/Title with Firm/Company	
2.2 Has the <b>Business Entity</b> participated in any <b>construction Joint Ventures</b> within the past three (3) years? <i>Attach additional pages if necessary.</i>		Yes    No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

<b>III. CONTRACT HISTORY</b>
3.0 List the ten most recent <b>construction</b> contracts the <b>Business Entity</b> has completed using Attachment A – Completed Construction Contracts, found at <a href="http://www.osc.state.ny.us/vendrep/documents/attachmenta.doc">http://www.osc.state.ny.us/vendrep/documents/attachmenta.doc</a> . If less than ten, include most recent subcontracts on projects up to that number.
3.1 List all current uncompleted <b>construction</b> contracts by using Attachment B – Uncompleted Construction Contracts, found at <a href="http://www.osc.state.ny.us/vendrep/documents/attachmentb.doc">http://www.osc.state.ny.us/vendrep/documents/attachmentb.doc</a> .

<b>IV. INTEGRITY – CONTRACT BIDDING</b>		
Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:		
4.0 Been <b>suspended</b> or <b>debarred</b> from any <b>government contracting process</b> or been <b>disqualified</b> on any government procurement?	Yes	No
4.1 Been subject to a denial or revocation of a government prequalification?	Yes	No
4.2 Had any bid rejected by a <b>government entity</b> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	Yes	No
4.3 Had a proposed subcontract rejected by a <b>government entity</b> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	Yes	No
4.4 Had a low bid rejected on a <b>government contract</b> for failure to make <b>good faith efforts</b> on any <b>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise</b> goal or <b>statutory affirmative action requirements</b> on a previously held contract?	Yes	No

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

<b>IV. INTEGRITY – CONTRACT BIDDING</b>		
Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:		
4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	Yes	No
4.6 Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ?	Yes	No
<i>For each “Yes,” provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

<b>V. INTEGRITY – CONTRACT AWARD</b>		
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:		
5.0 Defaulted on or been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract?	Yes	No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the <u>Business Entity</u> to enter into a formal monitoring agreement in connection with any <u>government contract</u> ?	Yes	No
5.2 Had its surety called upon to complete any contract whether government or private sector?	Yes	No
<i>For each “Yes,” provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u>/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

<b>VI. CERTIFICATIONS/LICENSES</b>		
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:		
6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	Yes	No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a <u>federal</u> certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	Yes	No
<i>For each “Yes,” provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

<b>VII. LEGAL PROCEEDINGS</b>		
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:		
7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	Yes	No
7.1 Been the subject of: (i) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	Yes	No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	Yes	No

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

<b>VII. LEGAL PROCEEDINGS</b>		
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:		
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	Yes	No
7.4 Had a New York State Labor Law violation deemed willful?	Yes	No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	Yes	No
7.6 Other than previously disclosed, been the subject of any <u>citations, notices, violation orders</u> , pending administrative hearings or proceedings or determinations of a violation of:		
▪ <u>Federal</u> , state or local health laws, rules or regulations;	Yes	No
▪ <u>Federal</u> , state or local environmental laws, rules or regulations;	Yes	No
▪ Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;	Yes	No
▪ Any labor law or regulation, which was deemed willful;	Yes	No
▪ Employee Retirement Income Security Act (ERISA);	Yes	No
▪ <u>Federal</u> , state or local human rights laws;	Yes	No
▪ <u>Federal</u> , state or local security laws?	Yes	No
<i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

<b>VIII. LEADERSHIP INTEGRITY</b>		
If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.		
Within the past five (5) years has any individual previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with New York State been subject to:		
8.0 A <u>sanction</u> imposed relative to any business or professional permit and/or license?	Yes N/A	No
8.1 A criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	Yes N/A	No
8.2 Misdemeanor or felony charge, indictment or conviction for:		
(i) Any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or	Yes N/A	No
(ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	Yes N/A	No
8.3 A <u>debarment</u> from any <u>government contracting process</u> ?	Yes N/A	No
<i>For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?		Yes    No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?		Yes    No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> (not including UCC filings) over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days?		Yes    No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		Yes    No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project		b. Aggregate (All Projects)
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year ) Gross Sales	2nd Year (Indicate year ) Gross Sales	3rd Year (Indicate year ) Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year ) Amount	2nd Year (Indicate year ) Amount	3rd Year (Indicate year ) Amount
9.7 Attach <u>Business Entity's</u> annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at <a href="http://www.osc.state.ny.us/vendrep/documents/attachmentc.xls">http://www.osc.state.ny.us/vendrep/documents/attachmentc.xls</a>		
X. FREEDOM OF INFORMATION LAW (FOIL)		
10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). <i>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.</i>		Yes    No
<i>Indicate the question number(s) and explain the basis for the claim.</i>		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR PROFIT CONSTRUCTION (CCA-2)**

**EIN:**

**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

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



**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN:

<b>Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontractson projects up to that number.</b>							
1.	<b>Agency/Owner</b>				<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>			<b>EIN of JV, if applicable</b>	
2.	<b>Agency/Owner</b>				<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>			<b>EIN of JV, if applicable</b>	
3.	<b>Agency/Owner</b>				<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>			<b>EIN of JV, if applicable</b>	
4.	<b>Agency/Owner</b>				<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>			<b>EIN of JV, if applicable</b>	
5.	<b>Agency/Owner</b>				<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>			<b>EIN of JV, if applicable</b>	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN:

<b>Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number.</b>						
6.	<b>Agency/Owner</b>			<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>		
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>	
7.	<b>Agency/Owner</b>			<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>		
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>	
8.	<b>Agency/Owner</b>			<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>		
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>	
9.	<b>Agency/Owner</b>			<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>		
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>	
10.	<b>Agency/Owner</b>			<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>		
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>		<b>EIN of JV, if applicable</b>	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

<b>Question 3.1: List all current uncompleted construction contracts.</b>								
1.	<b>Agency/Owner</b>					<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>				
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>				<b>EIN of JV, if applicable</b>	
				<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>	<b>Uncompleted Amount</b>		
2.	<b>Agency/Owner</b>					<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>				
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>				<b>EIN of JV, if applicable</b>	
				<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>	<b>Uncompleted Amount</b>		
3.	<b>Agency/Owner</b>					<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>				
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>				<b>EIN of JV, if applicable</b>	
				<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>	<b>Uncompleted Amount</b>		
4.	<b>Agency/Owner</b>					<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>				
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>				<b>EIN of JV, if applicable</b>	
				<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>	<b>Uncompleted Amount</b>		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

<b>Question 3.1: List all current uncompleted construction contracts.</b>							
5.	<b>Agency/Owner</b>				<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>			<b>EIN of JV, if applicable</b>	
				<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>	<b>Uncompleted Amount</b>	
6.	<b>Agency/Owner</b>				<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>			<b>EIN of JV, if applicable</b>	
				<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>	<b>Uncompleted Amount</b>	
7.	<b>Agency/Owner</b>				<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>			<b>EIN of JV, if applicable</b>	
				<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>	<b>Uncompleted Amount</b>	
8.	<b>Agency/Owner</b>				<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>			<b>EIN of JV, if applicable</b>	
				<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>	<b>Uncompleted Amount</b>	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

<b>Question 3.1: List all current uncompleted construction contracts.</b>							
9.	<b>Agency/Owner</b>				<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>			<b>EIN of JV, if applicable</b>	
				<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>	<b>Uncompleted Amount</b>	
10.	<b>Agency/Owner</b>				<b>Award Date</b>	<b>Amount</b>	<b>Date Completed</b>
	<b>Contact Person</b>		<b>Telephone No.</b>	<b>Design Architect and/or Design Engineer</b>			
	<b>Contract No.</b>	<b>Prime or Sub</b>	<b>Joint Venture (JV) Name, if applicable</b>			<b>EIN of JV, if applicable</b>	
				<b>Total Contract Amount</b>	<b>Amount Sublet to Others</b>	<b>Uncompleted Amount</b>	
<b>Grand Total All Uncompleted Contracts</b>							

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C – FINANCIAL INFORMATION**

**EIN:  
As of Date:**

**ASSETS**

Current Assets

1.	<u>Cash</u>		\$	
2.	<u>Accounts receivable – less allowance for doubtful accounts</u>	\$		
	Retainers included in accounts receivable			
	Claims included in accounts receivable not yet approved or in litigation			
	Total accounts receivable		\$	
3.	<u>Notes receivable – due within one year</u>		\$	
4.	<u>Inventory – materials</u>		\$	
5.	<u>Contract costs in excess of billings on uncompleted contracts</u>		\$	
6.	<u>Accrued income receivable</u>			
	Interest			
	Other (list)			
	Total accrued income receivable		\$	
7.	<u>Deposits</u>			
	Bid and plan			
	Other (list)			
	Total deposits		\$	
8.	<u>Prepaid expenses</u>			
	Income Taxes			
	Insurance			
	Other (List)			
	Total prepaid expenses		\$	
9.	<u>Other current assets</u>			
	(List)			
	Total other current assets		\$	
10.	<u>Total current assets</u>		\$	\$

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C – FINANCIAL INFORMATION**

**EIN:**

11.	<u>Investments</u>			
	Listed securities present market value	\$		
	Unlisted securities present value			
	Total investments		\$	
12.	<u>Fixed Assets</u>			
	Land			
	Building and improvements			
	Leasehold improvements			
	Machinery and equipment			
	Automotive equipment			
	Office furniture and fixtures			
	Other (list)			
	Total		\$	
	Less: accumulated depreciation		\$	
	Total fixed assets net			\$
13.	<u>Other Assets</u>			
	Loans receivable	officers		
		employees		
		shareholders		
	Cash surrender value of officers' life insurance			
	Organization expense – net of amortization			
	Notes receivable – due after one year			
	Other (list)			
	Total Other Assets		\$	
14.	<u>TOTAL ASSETS</u>		\$	\$

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C – FINANCIAL INFORMATION**

**EIN:**

**LIABILITIES**

Current Liabilities

15.	Accounts payable		\$
16.	Loans from shareholders – due within one year		
17.	Notes payable – due within one year		
18.	Mortgage payable – due within one year		
19.	Other payables – due within one year (List)	\$	
	Total other payables – due within one year		
20.	Billings in excess of costs and estimated earnings		
21.	Accrued expenses payable	Salaries and wages Employees' benefits Insurance Other	
	Total accrued expenses payable		
22.	Dividends payable		
23.	Income taxes payable	State Federal Other	
	Total income taxes payable		
24.	Total Current Liabilities		\$
25.	Deferred Income Taxes Payable	State Federal Other	
	Total deferred income taxes		\$



**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
ATTACHMENT C – FINANCIAL INFORMATION**

**EIN:**

26.	<u>Long Term Liabilities</u> Loans from shareholders – due after one year Notes payable – due after one year Mortgage – due after one year Other payables – due after one year (List)		
	Total long term liabilities	\$	
27.	<u>Other Liabilities</u> (List)		
	Total other liabilities	\$	
28.	<u>TOTAL LIABILITIES</u>		\$
	<b><u>NET WORTH</u></b>		
29.	Net Worth (if proprietorship or partnership)	\$	
30.	Stockholders' Equity		
	Common stock issued and outstanding	\$	
	Preferred stock issued and outstanding		
	Retained earnings		
	Total	\$	
	Less: Treasury Stock		
31.	<b>TOTAL STOCKHOLDERS EQUITY</b>		\$
32.	<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>		\$

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between the County of Essex, a municipal subdivision of the State of New York, (hereinafter called OWNER or County) and \_\_\_\_\_ (hereinafter called the CONTRACTOR).

WITNESSETH that the County and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 – WORK

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

*Replacement of the functionally obsolete and structurally deficient steel girder bridge with a prestressed arch matching the historic character of the area. Reconstruction Elk Drive (Tower Ave) approaches between Montcalm Street and Burgoyne Ave for a length of approximately 780 feet. Relocation of 10 NPS ductile iron water main and dry hydrant. Approaches will consist of full depth pavement reconstruction with 11'-0" travel lanes and 4'-0" shoulders, curbing, sidewalk, and pedestrian scale lighting. The reconstruction will improve the subsurface conditions and address roadside safety features to avoid impacts to adjacent parklands.*

### ARTICLE 2 – ENGINEER

The Project has been designed by Greenman-Pedersen, Inc who is hereinafter called ENGINEER and who is to act as OWNERS representative, 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 TIME

3.1. The Work will be completed and ready for final payment in accordance with section 14.07 of the General Conditions on or before **December 31, 2014**.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the 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 Article 12 of the General Conditions. They also recognize delays, expense and difficulties involved in proving the actual loss suffered by the OWNER is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Liquidated Damages assessed in accordance with the current NYSDOT Standard Specifications, Section 108-03 and/or Table 108-1 "Schedule of Liquidated Damages" included below. If Section 108-03 and or Table 108-1 are amended during the project, the amended provision shall control. The Reference to the "Commissioner of Transportation" shall be read to mean OWNER.

<b>Table 108-1 - SCHEDULE OF LIQUIDATED DAMAGES</b>		
<b>Original Total Contract Bid Price</b>		<b>Liquidated Damages per Calendar Day</b>
<b>From More Than</b>	<b>To and Including</b>	
\$0	\$100,000	\$500
\$100,000	\$500,000	\$1,000
\$500,000	\$2,000,000	\$1,500
\$2,000,000	\$5,000,000	\$2,000
\$5,000,000	\$10,000,000	\$2,500
\$10,000,000	\$20,000,000	\$4,000
\$20,000,000	-	\$7,000

**ARTICLE 4 - CONTRACT PRICE**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

- 4.1. for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work time the estimated quantity of that item as indicated in the Bid Summary Forms:

TOTAL OF ALL  
UNIT PRICES \_\_\_\_\_ \$ \_\_\_\_\_ dollars  
*(Use words)* *(figures)*

- 4.2. As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.C of the General Conditions.

**ARTICLE 5 – PAYMENTS**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions, Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

- 5.1. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’s Applications for Payment as recommended by the ENGINEER, on or about the 10th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in General Requirements.

- 5.1.1. As the work progresses in accordance with the contract and in a manner that is satisfactory to the Owner, the Owner hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows: The Owner shall once in each month and on such days as it may fix, determine the quantity of work completed and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the monies due as determined by the Engineer. No monthly payment shall be rendered unless the value of the work completed equals 5% of the contract amount or \$1,000, whichever is the lesser. Semi-monthly payments may be rendered provided (a) the value of work performed in two successive

weeks is more than \$50,000 or (b) the Engineer deems it to be on the best interest of the Owner to do so. The Contractor shall not hold any retainage from any Subcontractor.

5.1.2. When in the opinion of the Engineer, a Contractor has fully performed the work under the contract, the Engineer shall recommend to the Owner the acceptance of work so completed. If the Owner accepts the recommendation of the Engineer, he/she shall thereupon by letter notify the Contractor, with copies to the other interested parties, of such acceptance. Prior to the final acceptance of the work by the Owner, the contract work may be inspected, accepted and approved by other agencies and/or municipalities who will have jurisdiction of the work after final acceptance.

5.2. The County reserves the right, at any time, to modify or change the Plans or Specifications as deemed necessary, and the Agreement shall not be invalidated thereby, however;

5.3. If the Contractor considers that he is being required to perform extra work for which no Change Order has been issued, he shall serve Written Notice upon the County prior to such extra work is performed. On failure to serve this Notice, all rights of the Contractor to be paid therefore shall be forfeited.

5.4. Upon final completion and acceptance of the work in accordance with section 14.07 of the General Conditions, the County shall pay the remainder of the Contract Price as recommended by the Engineer as provided in said section 14.07.

## **ARTICLE 6 - INTEREST**

All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the statutory rate of New York State.

## **ARTICLE 7 - CONTRACTOR REPRESENTATIONS.**

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

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including Addenda listed in Article 8) and other related data identified in the Bidding Documents including "technical data."
- 7.2 CONTRACTOR as 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, 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 the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth on paragraph SC-4.02 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 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawing are not Contract Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that WONER 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 test, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or contiguous to the site or otherwise which may affect the 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, test, 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 the 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 the 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 the 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 the Owner and the Contractor concerning the Work consist of the following:

- 8.1. This Agreement
- 8.2. Performance, Payment and other Bonds
- 8.3. Notice to Proceed
- 8.4. General Conditions
- 8.5. Supplementary Conditions
- 8.6. All technical specification as set forth in the Table of Contents
- 8.7. Drawings consisting of a cover sheet and sheets numbered 1 through 75, inclusive with each sheet bearing the following general title: **REPLACEMENT OF THE ELK DRIVE (TOWER AVE)  
BRIDGE OVER THE LACHUTE RIVER**
- 8.8. Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive
- 8.9. CONTRACTOR's Bid Pages as set forth in the Bidders Checklist
- 8.10. Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.11. Appendix A – Additional Provisions
- 8.12. State and/or Federal Prevailing Wage Schedules, as applicable
- 8.13. All other documents set forth in this project manual except Supplemental Information Available to Bidders

8.14. 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 pursuant to paragraph 3.04 of the General Conditions.

There are no Contract Documents other than those listed above in Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

## **ARTICLE 9 - MISCELLANEOUS.**

9.1. Terms used in this Agreement shall have the same meanings which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions

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. Neither the County nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the County.

9.4. The County and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.5. Any provision 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 unenforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.6. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have assigned 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:\_\_\_\_\_

[COPORATE SEAL]

[CORPORATE SEAL]

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

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

Address for giving notices

Address for giving notices

\_\_\_\_\_

\_\_\_\_\_

(If OWNER is a public body, attached 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).

ACKNOWLEDGMENT OF COUNTY

- (a)
- (b) *State of New York* } ss
- (c) *County of Essex* } ss

On this .....day of ....., 20..... before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, as Chairman of the Essex County Board of Supervisors, Essex , New York, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and that said \_\_\_\_\_ duly acknowledged to me that he executed the same pursuant to the power and authority vested in him by the Essex County Board of Supervisors, and that by his signature on the instrument he executed the instrument pursuant to the authority vested in him.

.....  
Notary Public

ACKNOWLEDGMENT OF CONTRACTOR

*State of* ..... }ss  
*County of* ..... }ss

On this .....day of ....., 20....., before me, the undersigned, a Notary Public in and for said State personally came and appeared ....., personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who, being by me duly sworn, did depose and say that he / she resides at ..... and that he/ she is the

..... of .....  
.....  
the corporation described in and which executed the foregoing instrument; that he / she knows the seal of said corporation, that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he / she signed his / her name thereto by like order.

.....  
Notary Public



# 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 Address of Principal Place of Business*):

OWNER (*Name and Address*):

## CONTRACT

Effective Date of Agreement:  
Amount:  
Description (*Name and Location*):

## BOND

Bond Number:  
Date (*Not earlier than Effective Date of Agreement*):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

## CONTRACTOR AS PRINCIPAL

## SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

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

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 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 Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

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

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

8. 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 Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

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

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

# 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 Address of Principal Place of Business*):

OWNER (*Name and Address*):

## CONTRACT

Effective Date of Agreement:  
Amount:  
Description (*Name and Location*):

## BOND

Bond Number:  
Date (*Not earlier than Effective Date of Agreement*):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

## CONTRACTOR AS PRINCIPAL

## SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Provide execution by additional parties, such as joint venturers, if necessary.*

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

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
  - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract; or
    2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
  - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 3.4 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 Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

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

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

8. 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 Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

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

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

## GENERAL CONDITIONS

### ARTICLE 1-DEFINITIONS AND TERMINOLOGY

#### 1.01 **Defined Terms**

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. **Addenda**—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. **Agreement**—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
3. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. **Asbestos**—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
5. **Bid**—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. **Bidder**—The individual or entity who submits a Bid directly to Owner.
7. **Bidding Documents**—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
8. **Bidding Requirements**—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
9. **Change Order**—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
10. **Claim**—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. **Contract**—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. **Contract Documents**—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. **Contract Price**—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. **Contract Times**—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. **Contractor**—The individual or entity with whom Owner has entered into the Agreement.
16. **Cost of the Work**—See Paragraph 11.01 for definition.
17. **Drawings**—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. **Effective Date of the Agreement**—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. **Engineer**—The individual or entity named as such in the Agreement.
20. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. **General Requirements**—Sections of Division 1 of the Specifications.
22. **Hazardous Environmental Condition**—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. **Hazardous Waste**—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. **Liens**—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. **Milestone**—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. **Notice of Award**—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. **Notice to Proceed**—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. **Owner**—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. **PCBs**—Polychlorinated biphenyls.
31. **Petroleum**—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. **Progress Schedule**—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. **Project**—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. **Project Manual**—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. **Radioactive Material**—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. **Resident Project Representative**—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. **Schedule of Submittals**—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. **Schedule of Values**—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.



40. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. **Site**—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. **Specifications**—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. **Successful Bidder**—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. **Supplementary Conditions**—That part of the Contract Documents which amends or supplements these General Conditions.
47. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. **Underground Facilities**—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. **Unit Price Work**—Work to be paid for on the basis of unit prices.
50. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. **Work Change Directive**—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

### B. Intent of Certain Terms or Adjectives:

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there

is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. **Day:**

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. **Defective:**

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. **Furnish, Install, Perform, Provide:**

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services,

materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

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

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. **Evidence of Insurance:** Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### 2.02 **Copies of Documents**

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### 2.03 **Commencement of Contract Times; Notice to Proceed**

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

### 2.04 **Starting the Work**

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 **Before Starting Construction**

- A. **Preliminary Schedules:** Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 **Preconstruction Conference; Designation of Authorized Representatives**

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 **Initial Acceptance of Schedules**

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and

resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

**ARTICLE 3 – CONTRACT DOCUMENTS:  
INTENT, AMENDING, REUSE**

3.01 **Intent**

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 **Reference Standards**

- A. Standards, Specifications, Codes, Laws, and Regulations
1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard,

specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 Reporting and Resolving Discrepancies

#### A. Reporting Discrepancies:

1. **Contractor's Review of Contract Documents Before Starting Work:** Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. **Contractor's Review of Contract Documents During Performance of Work:** If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract

Documents unless Contractor had actual knowledge thereof.

#### B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  1. A Field Order;
  2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
  3. Engineer's written interpretation or clarification.

### 3.05 Reuse of Documents

- A. Contractor and any Subcontractor or Supplier shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 **Electronic Data**

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### 4.01 **Availability of Lands**

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 4.02 **Subsurface and Physical Conditions**

A. **Reports and Drawings:** Reference is made to the Supplementary Conditions for identification of:

1. **Subsurface Conditions:** those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. **Physical Conditions:** those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. **Limited Reliance by Contractor on Technical Data Authorized:** Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of

construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 **Differing Subsurface or Physical Conditions**

A. **Notice:** If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. **Engineer's Review:** After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. **Possible Price and Times Adjustments:**

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 **Underground Facilities**

A. **Shown or Indicated:** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. **Not Shown or Indicated:**

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

#### 4.05 **Reference Points**

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 **Hazardous Environmental Condition at Site**

A. **Reports and Drawings:** The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. **Limited Reliance by Contractor on Technical Data Authorized:** Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners,

employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such

Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or



relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 – BONDS AND INSURANCE**

### **5.01 Performance, Payment, and Other Bonds**

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### **5.02 Licensed Sureties and Insurers**

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### **5.03 Certificates of Insurance**

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

### **5.04 Contractor's Insurance**

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed

by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability

provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
  - a. Such insurance shall remain in effect for two years after final payment.
  - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 **Owner's Liability Insurance**

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 **Property Insurance**

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 **Waiver of Rights**

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or

resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

#### 5.08 **Receipt and Application of Insurance Proceeds**

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph

5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 **Acceptance of Bonds and Insurance; Option to Replace**

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### 5.10 **Partial Utilization, Acknowledgment of Property Insurer**

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in

Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

## **ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

### **6.01 Supervision and Superintendence**

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### **6.02 Labor; Working Hours**

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

### **6.03 Services, Materials, and Equipment**

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

### **6.04 Progress Schedule**

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

### **6.05 Substitutes and “Or-Equals”**

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or

description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. **Substitute Items:**

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

**B. Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

**C. Engineer's Evaluation:** Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

**D. Special Guarantee:** Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

**E. Engineer's Cost Reimbursement:** Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

**F. Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

## 6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as

may otherwise be required by Laws and Regulations.

- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the

performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 Permits

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.



## 6.09 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

## 6.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

## 6.11 Use of Site and Other Areas

### A. Limitation on Use of Site and Other Areas:

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. **Removal of Debris During Performance of the Work:** During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. **Cleaning:** Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. **Loading Structures:** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

## 6.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all

approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

### 6.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
  2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

### 6.14 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

### 6.15 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

### 6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a

Work Change Directive or Change Order will be issued.

#### 6.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

##### 1. Shop Drawings:

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

##### 2. Samples:

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

##### C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified

performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

##### D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

**E. Resubmittal Procedures:**

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

**6.18 Continuing the Work**

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

**6.19 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract

Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

**6.20 Indemnification**

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any

individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of

the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

### ARTICLE 7 – OTHER WORK AT THE SITE

#### 7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may

cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 7.02 **Coordination**

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  2. the specific matters to be covered by such authority and responsibility will be itemized; and
  3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 7.03 **Legal Relationships**

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

### **ARTICLE 8 – OWNER'S RESPONSIBILITIES**

#### 8.01 **Communications to Contractor**

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

#### 8.02 **Replacement of Engineer**

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

#### 8.03 **Furnish Data**

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

#### 8.04 **Pay When Due**

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

#### 8.05 **Lands and Easements; Reports and Tests**

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

#### 8.06 **Insurance**

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

#### 8.07 **Change Orders**

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

#### 8.08 Inspections, Tests, and Approvals

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

#### 8.09 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

#### 8.10 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

#### 8.11 Evidence of Financial Arrangements

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

#### 8.12 Compliance with Safety Program

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

### ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

#### 9.01 Owner's Representative

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

#### 9.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 Project Representative

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 9.04 Authorized Variations in Work

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract

Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 9.05 **Rejecting Defective Work**

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### 9.06 **Shop Drawings, Change Orders and Payments**

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

#### 9.07 **Determinations for Unit Price Work**

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding

(except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

#### 9.08 **Decisions on Requirements of Contract Documents and Acceptability of Work**

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

#### 9.09 **Limitations on Engineer's Authority and Responsibilities**

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.



- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

**9.10 Compliance with Safety Program**

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

**ARTICLE 10 – CHANGES IN THE WORK;  
CLAIMS**

**10.01 Authorized Changes in the Work**

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

**10.02 Unauthorized Changes in the Work**

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

**10.03 Execution of Change Orders**

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

**10.04 Notification to Surety**

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility.

The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 10.05 Claims

A. **Engineer's Decision Required:** All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. **Notice:** Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. **Engineer's Action:** Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;
2. approve the Claim; or
3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

### ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

#### 11.01 Cost of the Work

A. **Costs Included:** The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
  5. Supplemental costs including the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- B. Costs Excluded:** The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1

or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. **Contractor's Fee:** When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. **Documentation:** Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

#### B. Cash Allowances:

1. Contractor agrees that:
  - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of

materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

#### C. Contingency Allowance:

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and
3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

**ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

**12.01 Change of Contract Price**

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor’s fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. **Contractor’s Fee:** The Contractor’s fee for overhead and profit shall be determined as follows:
  1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

- a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor’s fee shall be 15 percent;
- b. for costs incurred under Paragraph 11.01.A.3, the Contractor’s fee shall be five percent;
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor’s fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor’s fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

**12.02 Change of Contract Times**

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

**12.03 Delays**

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay

if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### **13.01 Notice of Defects**

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### **13.02 Access to Work**

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### **13.03 Tests and Inspections**

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 Correction or Removal of Defective Work

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 13.07 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use

by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### 13.08 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable



Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

### **14.01 Schedule of Values**

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### **14.02 Progress Payments**

#### **A. Applications for Payments:**

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the

Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### **B. Review of Applications:**

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
- c. the conditions precedent to Contractor's being entitled to such payment appear to have been

fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

#### **C. Payment Becomes Due:**

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

#### **D. Reduction in Payment:**

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

#### 14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### 14.04 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will

deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 Partial Utilization

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the

Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 Final Payment

##### A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

##### B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

##### C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

#### 14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for

Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

### ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

#### 15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

#### 15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

#### 15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic

loss arising out of or resulting from such termination.

#### 15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

### ARTICLE 16 – DISPUTE RESOLUTION

#### 16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation

shall be determined by application of the mediation rules referenced above.

- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  2. agrees with the other party to submit the Claim to another dispute resolution process; or
  3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## **ARTICLE 17 – MISCELLANEOUS**

### **17.01 Giving Notice**

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### **17.02 Computation of Times**

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **17.03 Cumulative Remedies**

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the

Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### **17.04 Survival of Obligations**

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### **17.05 Controlling Law**

- A. This Contract is to be governed by the law of the state in which the Project is located.

### **17.06 Headings**

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## **SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contracts and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

### **ARTICLE 1 - DEFINITIONS AND TERMINOLOGY**

The term used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the Standard General Conditions.

### **ARTICLE 2 - PRELIMINARY MATTERS**

SC-2.01A

Amend the first sentence of paragraph 2.01A of the Standard General Conditions to read as follow:

Within fifteen (15) days of notice of award, CONTRACTOR shall deliver to OWNER with copies to each additional insured identified in the Supplementary Conditions, Certificates of Insurance (and any other evidence of insurance which OWNER or additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with Article 5.

And as so amended paragraph 2.01 A remains in effect.

### **ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS/SL REFERENCE POINTS**

SC-4.02

Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-4.02.A

Amend the first sentence of paragraph 4.02.A of the General Conditions to read as follows:

Reports and drawings: Reference is made to the "Supplemental Information Available to Bidders" for identifications of:

And so amended paragraph 4.02.A remains in effect.

SC-4.02.B

Amend the second sentence of paragraph 4.02.B of the General Conditions to read as follows:

Such "technical data" is identified in the Supplemental Information Available to Bidders.

And so amended paragraph 4.02.B remains in effect.

SC-4.06

Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

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

### **ARTICLE 5 – BOND AND INSURANCE**

#### **New Bond and Insurance Provisions**

SC-5

Article 5 of the General Conditions is hereby deleted in its entirety and replaced with the following provisions.

#### **SC-5.01 Performance, Payment and Other Bonds**

SC-5.01.A

CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount of at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect, at a minimum, for one year after the date when the final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

SC-5.01.B

All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies



Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agents authority to act.

#### SC-5.01.C

If the surety on any Bond furnished by CONTRACTOR files a petition in bankruptcy, becomes insolvent, is reasonably likely to become insolvent in the near future, or its right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of paragraph 5.06, CONTRACTOR shall within ten days thereafter substitute another bond and surety, both of which must be acceptable to the OWNER.

#### SC-5.02 Licensed Sureties and Insurance

All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### SC-5.03 Certificates of Insurance

Within fifteen days of Notice of Award, CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, Certificates of Insurance (and other evidence of insurance reasonably requested by the OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, Certificates of Insurance (and other evidence of insurance reasonably requested by the CONTRACTOR or any additional insured) which OWNER is required to purchase and maintain in accordance with the Contract Documents.

Each Certificate of Insurance shall be endorsed to provide for 30 days notice of cancellation, non-renewal or material change to the Certificate Holder and each additional insured except where Laws and Regulations require otherwise. The endorsement shall

read: “No cancellation of or change in this policy shall become effective until after thirty (30) days notice by issuing company.”

#### SC-5.04 CONTRACTOR’s Liability Insurance

CONTRACTOR shall, at his own cost and expense, take out and maintain for the life of the project and cause his Subcontractors to obtain and maintain for the life of their subcontracts, the following insurance:

##### Commercial General Liability Insurance

#### SC-5.04.A

Commercial General Liability (CGL) with limits of insurance of not less than:

##### Limits of Liability

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate Limit (Per Project – CG 25 0311/85)
\$2,000,000	Products/Completed Operations
\$1,000,000	Advertising/Personal Injury
\$10,000	Premises Medical Payments

CONTRACTOR’s CGL policy shall include the following coverage’s: Products/Completed Operations, Contractual Liability and Explosion, Collapse and Underground Damage.

OWNER and ENGINEER and the people of the State of New York, the New York Commissioner of Transportation and all employees of the Commissioner of Transportation, both officially and personally shall be included as insured on the CONTRACTOR’s CGL, using ISO Additional Insured Endorsement CG20 10 11 85 or and endorsement providing equivalent coverage to the additional insured. The CGL insurance for the additional insured’s shall be as broad as the coverage provided for the named insured CONTRACTOR. It shall apply as primary an non-contributing insurance before any insurance maintained by the additional insured’s.

CONTRACTOR shall maintain CGL coverage for itself and all additional insured’s for the duration of the project and maintain Completed Operations coverage for itself and all additional insured’s for at least 3 years after completion of the work.

Said insurance coverage required to be purchased and maintained by the Contractor under this agreement and all certificates of insurance, with the exception of Workers’ Compensation, shall list the following parties as Additional Insured Parties on a primary, non-contributory basis:

Essex County, its boards, officers and employees  
Town of Ticonderoga, New York  
People of the State of New York  
New York Commissioner of Transportation and  
employees  
Greenman Peder sen, Inc.

### **Automobile Liability Insurance**

#### SC-5.04.B

Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000, Combined Single Limit. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

OWNER and ENGINEER and the people of the State of New York shall be included as additional insured's on the CONTRACTOR's AL policy. The AL coverage for the additional insured shall apply as primary and non-contributing insurance before any insurance maintained by additional insured's

### **Workers Compensation and Employers Liability Insurance**

#### SC-5.04.C

Workers Compensation (WC) as required by statute in the state where the project is located.

Employers Liability (EL) with limits of insurance of not less than \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

The Policy shall include an All States coverage endorsement. Where applicable, the U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy. Where applicable, the Stop Gap Endorsement shall be attached to the policy.

Proof of this coverage shall be provided on Form C-105.2, gsi-105.2, SI-12 or U-26.3.

### **Commercial Umbrella Liability Insurance**

#### SC-5.04.D

Commercial Umbrella Liability (UL) with limits of insurance of not less than \$5,000,000

### **Builder's Risk Insurance**

#### SC-5.04.E

CONTRACTOR shall purchase and maintain Builder's Risk Insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to a deductible no more than \$500). This Builder's Risk insurance shall:

#### SC 5.04.E.1

Include the interests of OWNER, CONTRACTOR, SUBCONTRACTORS, ENGINEER and ENGINEER's consultants and any other person or entities identified in the Supplementary Conditions each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

#### SC 5.04.E.2

Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least insure for physical loss and damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism, malicious mischief, water damage, earthquake, collapse, debris removal and demolition occasioned by enforcement of Laws and Regulations and such other perils as may be specifically required in the Supplementary Conditions.

#### SC 5.04.E.3

Include expenses insured in the repair or replacement of any insured property (including, but not limited to, fees and charges of the ENGINEER and architect).

#### SC 5.04.E.4

Cover Material and equipment in transit for incorporation in the Work or stored at the site or at another location provided that such materials and equipment have been included in an Application for Payment recommended by the ENGINEER.

#### SC 5.04.E.5

Be maintained in effect until final payment is made unless otherwise agreed to in writing by the OWNER, CONTRACTOR, and ENGINEER with thirty days written notice to each insured or additional insured to whom Certificate of Insurance has been issued.

### **Pollution Liability Coverage**

#### SC-5.04.F

Pollution Legal Liability (PLL) with limits of insurance of not less than \$1,000,000 each occurrence

and \$2,000,000 annual aggregate. The maximum deductible shall not exceed \$25,000.

CONTRACTORS's PLL policy shall include coverage for damage to soil, surface water or plant and animal caused by the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or containment, including smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the concentration or amounts discovered.

OWNER and ENGINEER shall be included as insured's on the CONTRACTOR's PLL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the additional insured's. The PLL insurance for the additional insured's shall be as broad as the coverage provided for the named insured CONTRACTOR. It shall apply as primary and non-contributing insurance before any insurance maintained by the additional insured's.

#### **Disability Benefits**

SC-5.04.G

Where and as required by law, CONTRACTOR will provide disability benefits during the duration of the contract for the employees to be covered.

Proof of this coverage shall be provided on Form D-120, DB-820/829 or DB-155

#### **Waiver of Subrogation**

SC-5.05

CONTRACTOR waives all rights against OWNER and ENGINEER and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the CGL, UL, AL, WC, PLL, and EL insurance maintained per the requirements set forth above.

All of the above insurance requirements shall be provided by an insurance carriers licensed to do business in the state where the project is located and have an A.M. Best Rating of A- or better determined by the most recent A.M. Best Publication.

#### **Required Insurance Carriers**

SC-5.06

All of the above insurance requirements shall be provided by an insurance carrier licensed to business in the state where the project is located and have an A.M. Best Rating of A- or better as determined by the most recent A.M. Best Publication.

#### **Effect of Insurance Coverage; Claims in Excess of Coverage**

SC-5.07.A

Upon failure of the CONTRACTOR to furnish, deliver and maintain such insurance as required above, this Contract may, at the election of the OWNER, be forthwith declared suspended, discontinued or terminated. Failure of the CONTRACTOR to take out or maintain or the taking out or maintenance of any required insurance, shall not relieve the CONTRACTOR's liability under the CONTRACT nor shall the insurance requirements be construed to the limit the obligations of indemnification or contribution.

SC5.07.B

In the event that claims in excess of the amounts provided by insurance are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due to or become due the CONTRACTOR until such time as the CONTRACTOR shall furnish additional security covering such claims as may be determined by the OWNER.

#### **Waiver of Rights**

SC-5.08

Amend the first paragraph of 5.07 A of the Standard General Conditions to read as follows:

Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.04 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers,

directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

### **Receipt and Application of Insurance Proceeds**

#### SC-5.09.A

Any insured loss under the policies of insurance required by Paragraph 5.04 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

#### SC5.09.B

OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fuciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for proper performance of such duties.

### **Acceptance of Bonds and Insurance; Option to Replace**

#### SC-5.10

If either party (OWNER and CONTRACTOR) has any objection to the coverage afforded by or other

provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

### **Partial Utilization – Property Insurance**

#### SC-5.11.A

If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

## **ARTICLE 6 – CONTRACTORS RESPONSIBILITIES**

#### SC-6.01

Add a new paragraph immediately after Paragraph 6.01.B:

#### SC-6.01C

CONTRACTOR shall observe recognized safety standards, such as those of the National Fire Protection Association and the American National Standards Institute, ensure safety on the site, through safe working practices and an effective safety management program, maintain safe equipment and material storage and employ good site housekeeping and fire prevention practices, establish a safe traffic flow for

pedestrians and vehicles and employ measures to prevent falling or collapsing items in the vicinity, and require that CONTRACTORS make their SUB-CONTRACTORS follow the same safe work practices.

#### SC-6.10

Delete paragraph 6.10.A in its entirety and substitute the following:

The Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all materials and supplies sold to the OWNER pursuant to the provisions of the Contract. Those tools, machinery, equipment or other property leased by or to the CONTRACTOR or a SUBCONTRACTOR, or supplies and materials which even though they are consumed, are not incorporated into the completed project are not tax exempt. The CONTRACTOR and his SUBCONTRACTORS shall be responsible to pay all applicable taxes, including Sales and Compensating Use Taxes, on such leased tools, machinery, and equipment, or other property and upon all such unincorporated supplies and materials.

#### SC-6.17 Shop Drawings and Samples

Reviews of multiple resubmissions of Shop Drawings and other submittals may increase Project costs. To mitigate this, the following language may be used:

Add the following new paragraphs immediately after Paragraph 6.17.E:

#### SC-6.17.F

Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

#### SC-6.17.G

In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

### ARTICLE 9 - ENGINEERS STATUS DURING CONSTRUCTION

#### SC-9.03 Project Representative

Add the following new paragraphs immediately after Paragraph 9.03.A:

#### SC-9.03.B

The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

1. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. **Liaison:**
  - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. **Shop Drawings and Samples:**
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

6. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

7. **Review of Work and Rejection of Defective Work:**

a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. **Inspections, Tests, and System Startups:**

a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

9. **Records:**

a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

b. Maintain records for use in preparing Project documentation.

10. **Reports:**

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. **Payment Requests:** Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. **Completion:**

a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

**ARTICLE 11 -COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

Add the following:

The Contract Price may only be changed by a Change Order or by a Written Amendment

**ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

Add the following:

The Contract Price may only be changed by a Change Order or by a Written Amendment

**ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

SC-14.02 C

Amend paragraph 14.02 C of the Standard General Conditions to read as follows:

OWNER shall promptly pay the CONTRACTOR's Application for Payment. Where the OWNER is other than the City of New York, the term "promptly pay" shall mean payment within thirty days, excluding legal holidays, of receipt of an Application for Payment, unless such Application is not approved. Notwithstanding the foregoing, where the OWNER is other than the City of New York and is a

municipal corporation which requires an elected official to approve progress payments, "promptly pay" shall mean payment within forty-five days excluding legal holidays, of receipt of an Application for Payment.

And so amended, paragraph 14.02 C

**ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

SC-15.02.A

Add additional subparagraphs to paragraphs 15.02 A of the General Conditions as follows:

SC-15.02.A.5

If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

SC-15.02 A.6

If a petition is filed against any CONTRACTOR under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

SC-15.02 A.7

If CONTRACTOR makes a general assignment for the benefit of creditors;

SC-15.02 A.8

If a trustee, receiver, custodian, or agent of CONTRACTOR is appointed under applicable law or under contract, who's appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the CONTRACTORS creditors;

SC-15.02 A.9

If CONTRACTOR admits in writing an inability to pay its debts generally as they become due.

**ARTICLE 16 – DISPUTE RESOLUTION**

SC -16 Delete Article 16 of the Standard General Conditions in its entirety.



## APPENDIX C

### **INSURANCE REQUIREMENTS - PUBLIC WORKS CONTRACTORS**

I. The Contractor and each of its subcontractors shall procure and maintain during the entire term of the contract the following required insurance:

- = **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate, including coverage for liability assumed by contract, completed operations, explosion, collapse, underground hazard and products liability.
- = **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- = **Workers' Compensation**  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
- = **Owners & Contractors Protective Liability Insurance**  
\$2,000,000 per occurrence / \$2,000,000 aggregate.
- = **Excess/Umbrella Liability Insurance**  
\$1,000,000 per occurrence / \$2,000,000 aggregate.

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to name the County as:

- = an additional insured on the Contractor's Commercial General Liability, Automobile Liability and Excess/Umbrella Liability insurance policies; and
- = a named insured on the Owners & Contractors Protective Liability Insurance policy.

III. The policy/policies of insurance furnished by the Contractor shall:

- = be from an A.M. Best rated "A" New York State licensed insurer; and
- = contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the County for any applicable deductibles.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

VI. All certificates of insurance will provide 30 days notice to the county of cancellation or non-renewal.

VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of subrogation.

## **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.

28. **Cooperative Purchasing (Piggybacking)**

Pursuant to General Municipal Law §103 and County Law §408-a, any political subdivision or fire company (as both are defined in Section 100 of the GML) or district authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment and supplies may make said purchases under this existing contract (Piggybacking) provided, and on condition that this present contract was **LET TO THE LOWEST RESPONSIBLE BIDDER**. Therefore all terms and condition under this contract are extended to other political subdivisions and governmental entities.

Purchases under this contract by any other political sub-division other than Essex County shall be pursuant to the terms and conditions of Resolution No. 207 of 2013 dated July 1, 2013.

CONTRACTOR PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: \_\_\_\_\_

OWNER:           ESSEX COUNTY          

CONTRACTOR: \_\_\_\_\_

WITNESSETH:

The above-named Contractor, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its' successors, assigns and all parties claiming any interest or right through the Releasor, hereby 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

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 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 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 )

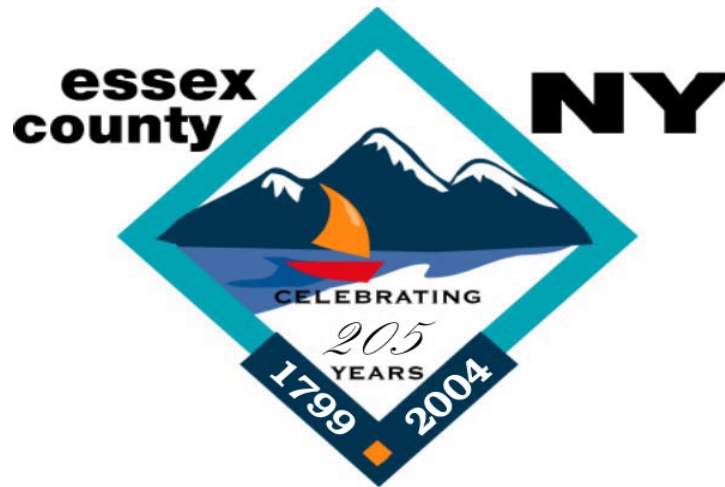
I, \_\_\_\_\_, being duly sworn, depose and say that: I reside at \_\_\_\_\_, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained 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**

#### ***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. EXTRANEOUS TERMS** Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection of the bid.

**Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) which are attached or referenced with the submission shall not be considered part of the bid, but shall be deemed included for informational or promotional purposes only.**

Only those extraneous terms which meet all the following requirements will be considered as having been submitted as part of the Bid:

- (a) Each proposed extraneous term (addition, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- (b) The writing must identify the particular specification requirement (if any) which Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- (c) The Bidder shall enumerate the proposed addition, counteroffer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a contract unless the Purchasing Agent expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

**15. CONFIDENTIAL / 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 based the following shall constitute the license grant:*

(a) **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product with other product within its business enterprise in the United States. Licensee shall 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 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.



## **EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS**

**GENERAL.** Title 23 USC Section 140(a) requires the Secretary of Transportation to ensure non-discrimination in employment generated by Federally-aided construction by the inclusion of Equal Employment Opportunity provisions in the contract specifications. Those provisions are found in the Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273), which is incorporated into this proposal. Those provisions require the Contractor to comply with 41 CFR 60, the applicable portions of which are included in this contract. The New York State Department of Transportation is required to enforce those provisions on its Federally-aided construction contracts by 23 CFR, Part 230, Subparts A and D. Such enforcement shall include efforts on the part of the Department of Transportation to ensure that these provisions are included in, and enforced as part of, all contracts let by other agencies, including municipal subdivisions of the State, which are funded with Federal monies administered by or through the Department of Transportation. Such enforcement includes, but is not limited to, monitoring the Contractor's and Subcontractor's employment practices, requiring employment related reports to be filed by the Contractor in a timely manner on forms acceptable to the Sponsor and the Department, determining the Contractor's compliance with these provisions and taking such actions as authorized by law, rule, or regulation to enforce compliance by the Contractor. In the enforcement of those rules by the Department, the term Director means the Director of the Department's Office of Civil Rights.

Included in this contract are sections of 41 CFR 60 as required by regulation of the Office of Federal Contract Compliance Programs, and the US Department of Labor. The enforcement of those provisions is also the responsibility of the Office of Federal Contract Compliance Programs, separate and independent of the Department's enforcement responsibility.

**TRAINING SPECIAL PROVISION.** If this contract proposal includes the Training Special Provisions, the Contractor is required to comply with that provision as part of the Equal Employment Opportunity Requirements. The Training Special Provisions requires the Contractor to provide training to at least one minority or woman indentured apprentice or trainee. If the Contractor fails to meet the employment goals for minorities or women specified in these requirements, additional training of minorities and women will be required to satisfy the employment goals. No payment will be made for the training required of the Contractor under the Training Special Provision.

**EQUAL EMPLOYMENT OPPORTUNITY OFFICER.** The Contractor will designate and make known to the Sponsor and the Department an Equal Employment Opportunity Officer (EEO Officer) who will have the responsibility for, and must be capable of effectively administering and promoting, an active contractor program of Equal Employment Opportunity and who must be assigned adequate authority and responsibility to do so.

**COMPLAINTS OF ALLEGED DISCRIMINATION.** The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his 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 his or her avenues of appeal.

**ASSURANCE OF NON-DISCRIMINATION.** The Sponsor, in accordance with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for award.

# **EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS**

## **Code of Federal Regulations**

Title 41 - Public Contracts, Property Management

Chapter 60 - Office of Federal Contract Compliance Programs

### **PART 60-1, OBLIGATIONS OF CONTRACTORS AND SUBCONTRACTORS**

Subpart A, Preliminary Matters; Equal Opportunity Clause; Compliance Reports

Sec. 60-1.1 Equal opportunity clause.

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided for in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

## **EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS**

Contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **PART 60-4, CONSTRUCTION CONTRACTORS, AFFIRMATIVE ACTION REQUIREMENTS**

#### **Sec. 60-4.2, Solicitations**

#### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

- (1) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as set forth in the solicitations from which this contract resulted.

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women on each of its projects. The transfer of minorities or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- (4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county where the contract is to be performed.

## EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS

### Sec. 60-4.3, Equal Opportunity Clauses

#### STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (d) of these specifications. The goals set forth in the solicitations from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in

## EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS

geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographic area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization, and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded

## EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS

or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- I. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers of subcontracts from minority and

## **EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS**

female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7 (a) through (p)). The efforts of a contractor association, joint contractor union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under sections 7(a) through 7(p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goal for women generally, the Contractor may be in violation of the Executive Order if a specific group of minority women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligation under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.3.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainer, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not

## **EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS**

be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

### **Sec. 60-4.5, Hometown plans.**

A contractor participating, either individually or through an association, in an approved Hometown Plan (including heavy highway affirmative action plans) shall comply with its affirmative action obligations under Executive Order 11246 by complying with its obligations under the Plan: Provided, that each contractor or subcontractor participating in an approved plan is individually required to comply with the equal opportunity clause set forth in 41 CFR 60-1.4; to make a good faith effort to achieve the goals for each trade participating in the plan in which it has employees; and that the overall good performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables. If a contractor is not participating in an approved Hometown Plan it shall comply with the specifications set forth in ' 60-4.3 of this part, and with the goals and timetables for the appropriate area as listed in the notice required by 41 CFR 60-4.2 with regard to that trade. For the purposes of this part 60-4, a Contractor is not participating in a Hometown Plan for a particular trade if it:

1. Ceases to be signatory to a Hometown Plan covering that trade;
2. Is signatory to a Hometown Plan for that trade but is not party to a collective bargaining agreement for that trade;
3. Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with labor organizations which are not or cease to be signatories to the same Hometown Plan for that trade;
4. Is signatory to a Hometown Plan for that trade and is party to a collective bargaining agreement with a labor organization for that trade but the two have not jointly executed a specific commitment to minority and female goals and timetables and incorporated the commitment in the Hometown Plan for that trade;
5. Is participating in a Hometown Plan for that trade which is no longer acceptable to the Office of Federal Contract Compliance Programs;
6. Is signatory to a Hometown Plan for that trade but is party to a collective bargaining agreement with a labor organization for that trade and the labor organization and the contractor have failed to make a good faith effort to comply with their obligations under the Hometown Plan for that trade.
  - a. Contractors participating in Hometown Plans must be able to demonstrate their participation and document their compliance with the provisions of the Hometown Plan.

### **Sec. 60-4.6, Goals and timetables**

The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate workforce, demographic, or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the FEDERAL REGISTER, and shall be inserted by the



## EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS

contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where work is being performed.

### Sec. 60-4.8, Show cause notice

If an investigation or compliance review reveals that a construction contractor or subcontractor has violated the Executive Order, and contract clause, specification, or the regulations in this chapter, and if administrative enforcement is contemplated, the Director shall issue to the Contractor or Subcontractor a notice to show cause which shall contain the items specified in paragraphs (I) through (iv) of 41 CFR 60-2.2(c)(1). If the Contractor does not show good cause within 30 days, or in the alternative, fails to enter an acceptable conciliation agreement which includes, where appropriate, make up goals and timetables, back pay, and seniority relief for affected class members, the OFCCP shall follow the procedure in 41 CFR 60-1.26(b): Provided, that where a conciliation agreement has been violated, no show cause notice is required prior to the initiation of the enforcement proceedings.

### Sec. 60-4.9, Incorporation by operation of the order.

By operation of the order, the equal opportunity clause contained in Sec. 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in Sec. 60-4.2 and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in Sec. 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

## GOALS FOR MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

COUNTY	% GOAL	COUNTY	% GOAL	COUNTY	% GOAL
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

**EQUAL OPPORTUNITY REQUIREMENTS FOR FEDERAL AID CONTRACTS**

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

## FALL PROTECTION REQUIREMENTS FOR FEDERAL AND STATE CONTRACTS

This project includes work that may require exposure of workers to risks associated with elevated work locations. By issuance of the Special Note, Contractors are on notice that the provision of fall protection for all workers, in full compliance with OSHA Part 1926, is mandatory on all municipal contracts, including this contract. The Contractor is further placed on notice that the proposed procedures to meet the fall protection requirements must be identified in the Project Safety and Health Plan, as required under Section 107-05 of the Standard Specifications and as amended by NYSDOT Engineering Bulletins and Engineering Instructions.

The requirements of all applicable OSHA regulations notwithstanding, the minimum fall protection requirements on this project shall include the following:

1. All fall protection systems must meet the requirements of Part 1926, Subpart M.
2. For situations where lifelines are interrupted, double lanyards are necessary to ensure that the work is continuously protected from falling by attaching one lanyard ahead of the discontinuity prior to unhooking the trailing lanyard.
3. Ladders or stairways are required at all points of personnel access where there is a change in elevation of 19 inches (483mm) or more, and no ramp, runway, sloped embankment or personnel hoist is provided. These devices must meet the requirements of Part 1926 Subpart X. Climbing on forms, falsework, or the structure to gain access to work areas is expressly prohibited. However, it is not intended to prohibit the use of ladders for access to work areas, provided the operation is in compliance with OSHA Part 1926 Subpart X and other relevant requirements.
4. Where scaffolds are necessary to provide temporary access to work areas, they must be in compliance with §1926.451. Scaffolds must include a top rail, mid rail, and toe board in compliance with §1926.451, on all open sides and ends. Personal fall arrest systems meeting the criteria of Part 1926 Subpart M are required to protect workers during installation and removal of the railings, and in situations where physical restrictions preclude installation of a standard railing.
5. Suspended scaffolds may be used for bridge painting or other purposes only if personnel lifts, scaffolds, or other means are not practical, and only if they meet the requirements of §1926.451. Specifically, the scaffold must be secured to the suspension cables at all times. All personnel working on a suspended scaffold must be provided fall protection by means of safety nets, personal fall arrest systems, or other means meeting the criteria of Part 1926 Subpart M.
6. Fall protection is required for open sides or ends of floors or bridge decks, and for opening in floors or bridge decks, as required in Part 1926 Subpart M. In no case shall a height of fall 6 feet (1,829mm) or greater from the side, end, or opening in a floor or bridge deck remain unprotected.
7. All workers in approved personnel aerial lifts must use a personal fall arrest system meeting the criteria of Part 1926 Subpart M, with the lanyard attached to the boom or basket, as required by OSHA §1926.556.
8. Because falls from structural members constitute a serious and clearly recognizable hazard, fall protection for all steel or concrete beams and other structural elements must be in place prior to erection to provide fall protection for workers involved in the initial erection and in subsequent operations until the deck forms are in place. This fall protection shall consist of personal fall arrest systems, safety nets or other means meeting the requirements of Part 1926 Subpart M. During the initial connection of structural elements, workers exposed to moving members shall be required to tie off only if they are not exposed to a greater risk from the moving member. Initial connection is defined as that period during placement or removal of structural members when the member is supported by a crane or other lifting device.

## FALL PROTECTION REQUIREMENTS FOR FEDERAL AND STATE CONTRACTS

9. During the installation of bridge deck forms, either wood or stay-in-place corrugated metal (SIP), all workers must be protected from falls 6 feet (1,829mm) or greater in height by means of personal fall arrest systems, safety nets, guardrail systems, or other means meeting the requirements of Part 1926 Subpart M. If the Contractor can demonstrate that using one of the conventional fall protection systems described in Subpart M would create a greater safety hazard or is infeasible, i.e., impossible to construct or would prevent the performance of the required work, an alternate system may be used. The Contractor must develop and implement a written fall protection plan meeting the requirements of §1926.502.
10. Instances in which it is impossible to provide fall protection for workers are rare. Where an individual worker must rig the fall protection system, and it cannot be accomplished from an aerial lift or by tying-off to the existing structure, momentary exposure to a fall hazard may be unavoidable. Likewise, ironworkers making initial connections during steel erection or removal may at times not be able to tie off, or otherwise be protected because they need to remain mobile. It is essential that adequate planning of construction procedures minimize such occurrence of unprotected exposure to fall hazards. It is equally essential that the fall protection systems utilized actually enhance safety, rather than creating a secondary hazard.

The following list summarizes commonly encountered situations where fall protection is required, the heights at which fall protection must be provided, type of protection, and provides the OSHA reference for that requirement:

SITUATION	HEIGHT REQUIRING FALL PROTECTION	OSHA REFERENCE
Scaffold	10 ft. (3,048mm)	Subpart L
Impalement Hazard	Any Exposure	1926.20(a)(1); P.L. 91-596 §5 (a)(1)
Bridge Decks, Unprotected Sides and Edges	6 ft (1,829mm)	1926.500(b)(1)
Bridge Decks, Form Installation	6 ft (1,829mm)	1926.500(b)(2)
Steel Bridges – Initial Connections	10 – 25 ft (3,048 – 7,620mm)	NYSDOT requirement
Steel Bridges – Initial Connections	Above 25 ft (7,620mm)	1926.105
Formwork and Reinforcing Steel	6 ft (1,829mm)	1926.501(b)(5)
Pre-cast Concrete Erection	6 ft (1,829mm)	1926.501(b)(12)
Ramps, Walkways and Runways	6 ft (1,829mm)	1926.501(b)(7)
Aerial Lifts	All Situations	1926.556(b)(2)(v); must satisfy criteria in 1926.502
Ladders	Varies	1926 Subpart X
Holes and Floor Openings	6 ft (1,829mm)	1926.501(b)(4)
Dangerous Equipment	All Situations	1926.501(b)(8)
Any situation with potential for tripping, impalement or other severe hazard	Any Height	1926.20(a)(1); 1926.28(a); P.L. 91-596 §5(a)(1)

## **REQUIREMENTS REGARDING ELECTRICAL SAFETY IN FEDERAL AND STATE CONTRACTS**

This proposal insert note contains policy and procedures for working near energized electrical systems. It is based on OSHA standards, the NYS High Voltage Proximity Act, and Highway Law. It applies to all operations in the contract that could cause employees or the vehicles or equipment they are operating to come into contact with or enter into dangerous proximity to energized electrical systems.

NYS High Voltage Proximity Act applies to electrical systems carrying 600 volts or more and requires employers to:

- Ensure employees are not placed in proximity to high voltage. Proximity is defined as within 10 feet (3,048mm) for voltages up to 50 kilovolts.
- Inform employees of the hazards and corresponding precautions when working near high voltage.
- Post warning decals on equipment regarding 10-foot (3,038mm) minimum clearance.
- Ensure that when an equipment operator is unable to assess clearances a “spotter” observes for clearance and directs the operator.
- Notify the utility at least five (5) working days before any work begins which requires the utility to identify voltages and clearances, or de-energize, insulate or relocate lines.

Failure to comply with any of these provisions is a violation of law and a serious breach of public safety policy and procedure and the Engineer will issue a stop work for any operation that is not in compliance.

## **PROCEDURES**

**GENERAL:** Prior to the start of work where contact with energized electrical systems is possible, the Contractor shall identify energized lines or equipment and reference their location to prominent physical features. In addition, the Contractor shall mark the pavement beneath overhead lines with spray point, survey tape, or with high visibility markers and shall maintain all markings during the period they are required.

The owners of the utilities shall be called upon to decide the need to de-energize or insulate the lines or for the need to otherwise protect the lines against accidental contact. The actual work of protecting the lines shall be carried out by their owners. Protection provided at the request of the Owner, with respect to utility facilities located within the highway right-of-way shall be the sole financial responsibility of the utility. In addition, upon request, the utility at its sole expense shall provide necessary information concerning its high voltage facilities to the Owner and its contractors and subcontractors. Protection provided for the benefit of or at the request of a contractor or subcontractor of the Owner shall be the financial responsibility of the contractor or subcontractor.

The location of electrical lines and the precautions and safeguards to be taken shall be discussed at pre-work safety meetings with all employees on the job. New employees will be informed of electrical hazards and proper procedures at the work site.

The Contractor shall identify and reference all potential electrical hazards and document such actions as part of the Safety Plan for the project. Energized electrical lines or equipment shall be conspicuously marked and workers shall be reminded of their locations and the safeguards and precautions to be taken prior to beginning any nearby work that may cause the workers to approach electrical lines. New employees shall be informed of electrical hazards and proper precautions and procedures.

Requirements for specialized work shall be as follows:

## **REQUIREMENTS REGARDING ELECTRICAL SAFETY IN FEDERAL AND STATE CONTRACTS**

1. Paving, Patching, Chip Sealing or Widening. Prior to the start of each workday high visibility markers or other devices approved by the Engineer shall be placed to mark the location of overhead wires. As an alternative, the pavement beneath overhead lines may be marked with spray paint or by other means approved by the Engineer. This requirement shall also apply to off-site areas used for contract purposes. The Contractor shall periodically patrol the worksite to ensure that the markings are in place and shall replace any that are missing and shall maintain all markings in good condition. Supervisors shall discuss electrical safety with appropriate crew members at tailgate safety talks.

Spotters shall be positioned at the paver or widener to direct truck movement and observe for overhead wires. The spotter, drivers, operators, supervisors and all employees shall be alert for overhead wires.

All trucks operating on the project, delivering materials, or delivering equipment to the site shall display warning decals regarding electrical contact. Independent truck drivers delivering materials or equipment shall be provided decals. Drivers shall be told about the presence and location of overhead electrical wires before beginning work, how they are marked, and the requirements for spotters. Trucks that have emptied their material shall not leave the paver until the box is in its full down position.

2. Aerial Lifts, Cranes, Boom Devices. Where there is potential for proximity or contact with energized lines or equipment, work shall not begin until a safety meeting is conducted and appropriate steps are taken to identify, mark and warn against accidental contact. The supervisor shall review operations daily to ensure compliance.

Where the operator's visibility is impaired, spotters shall guide the operator. Hand signals shall be used and their meaning clearly understood between operator and spotter. When visual contact between the spotter and the operator is impaired, the spotter and operator shall be in two-way radio contact.

Aerial lifts, cranes, and boom devices shall be appropriate warning decals.

3. Tree Work. Wires shall be treated as live and high voltage until verified by the utility. Branches touching wires shall be removed by the utility before work begins. Limbs and branches shall not be dropped onto overhead wires. If limbs or branches fall across electrical wires, all work shall stop immediately and the utility shall be called.

When climbing or working in trees, pruners shall try to position themselves so that the trunks of the limbs are between their bodies and electrical wires. Pruners shall not work with their backs toward electrical wires. A bucket truck is the preferred method of pruning when climbing poses a greater electrical contact threat.

Personal protective gear shall have appropriate de-electric characteristics needed for working near electricity.

## **UNDERGROUND ELECTRICAL LINES AND EQUIPMENT**

Before installation, excavation or subsurface exploration where there exists reasonable possibility of contacting any utility lines or equipment, the Underground Facilities Protective Organization (UFPO) shall be called and a request made for identifying/markings their location(s).

When UFPO is called, telephone operators will need:

- minimum of two (2) working days notice prior to work beginning,
- name of County, City, Village or Town,
- name and number of street or highway marker,
- nearest intersection at work site,
- type of work,
- date and time work is to begin,

## REQUIREMENTS REGARDING ELECTRICAL SAFETY IN FEDERAL AND STATE CONTRACTS

- caller's name, Contractor/Department name and address,
- phone number of contact and special instructions.

Utilities that do not belong to UFPO (Dig Safely New York – 811) must be contacted separately. UFPO may not have a complete list of utility owners. The City is required to maintain this information and may have to be contacted.

Utilities discovered shall be marked before work begins. Supervisors shall periodically refer their location to all workers who are subject to exposure, including new employees.

### EMERGENCY RESPONSE

When working near electrical lines or equipment, avoid direct or indirect contact. Direct contact is contact with any part of the body. Indirect contact occurs when part of the body touches or is in dangerous proximity to any object in contact with energized electrical equipment. Two assumptions should always be made: 1) that lines are "live" (energized); and 2) carry high voltage. Electrical lines can only be considered "dead" when verified by the utility.

When there is any question about voltage and safe distance, the owner of the lines or equipment must be called in advance of work. As voltages increase, minimum clearances increase. Through arcing, injuries or fatalities may occur even if actual contact with high voltage lines or equipment is not made. Potential for arcing increases as voltage increases. Weather and contact with conductors, such as tools, can increase the possibility of becoming energized without contact.

If an individual becomes energized, **DO NOT TOUCH** the individual or anything in contact with the person. Call for emergency medical assistance and the utility immediately. If the person is no longer in contact, CPR, rescue breathing or first aid should be administered immediately, but only by a trained person. It is safe to touch the victim once contact is broken or the source de-energized.

If the power line falls:

- keep everyone at least 10 feet (3,048mm) away,
- use flagging to protect motorists from fallen or low wires,
- call the utility, police or fire department immediately,
- place "guards" around the area,
- do not attempt to move the wire(s),
- do not touch anything that is touching the wire(s).
- be alert to water or other conductors present.

Wires that contact vehicles or equipment will cause arcing, smoke, and possible fire. Occupants should remain in the cab and wait for the utility. If necessary to jump from a vehicle, leap with both feet as far away from the vehicle as possible, without touching the equipment. Jumping free of the vehicle is the last resort.

Crews shall have emergency numbers readily available. These numbers shall include local utility, police/fire and medical assistance.

## **REQUIREMENTS REGARDING HISTOPLASMOSIS IN FEDERAL AND STATE CONTRACTS**

### **INTRODUCTION**

Employees engaged in a variety of tasks are often required to work in areas where pigeons have nested, usually for long periods. Such conditions are often found in bridge structures and cold storage facilities. This nesting results in a substantial build-up of pigeon droppings, a condition which can be harmful to humans if the material is disturbed and made airborne.

Histoplasmosis is a fungal infection resulting from exposure to pigeon droppings. Infectious material enters the body usually by inhalation into the lungs, but in some cases by ingestion through the mouth into the gastrointestinal tract. Pigeons do not carry the organism that causes histoplasmosis. Histoplasmosis is caused by a soil organism that requires the moist, nutrient rich environment that large masses of droppings offer. Areas with small amounts of dried droppings pose minimal hazard.

This Safety Bulletin is intended to alert employees of this potential health hazard and establish common sense precautions to minimize exposure.

### **PROCEDURES**

Prior to work in any area where pigeons nest, a thorough inspection should be made to determine if, and to what extent there is a build-up of material. Inspection itself requires minimum precautions such as the use of personal protective equipment, which may include gloves, rubber boots, rain suit components, goggles and a dust/nuisance respirator. Questions regarding proper equipment for this activity should be directed to the Regional Safety Representative or Employee Safety & Health Section.

If substantial material is found in the immediate work area, cleaning must be performed. Employees engaged in cleaning activity shall wear all of the personal protective equipment specified above. A high powered water hose is an effective means to remove material. If the material is to be scraped away, it must be kept wet during the entire process. Application of a cleaning agent (bleach, for example), before removal may help dissolve the material, and may be applied as a disinfectant upon the affected surfaces after the droppings have been removed. Compressed air shall not be used to remove pigeon droppings because it increases the potential for inhalation and ingestion of airborne particles and the area of potential exposure.

When cleaning has been successfully completed, the personal protective equipment specified above is no longer required. All other personal protective equipment appropriate for the task and/or location shall be used, such as fall protection, hard hat, etc. Employees engaged in cleaning, or any other activity which involves exposure to pigeon droppings, should observe a high degree of personal hygiene, even if the exposure is casual. Special care must be taken to wash hands thoroughly before eating or smoking.



## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

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### I. GENERAL

1. 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.
2. Except as otherwise provided for in each section, the Contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided for in 29 CFR 5.12:  
  
Section I, Paragraph 2;  
Section IV, Paragraphs 1, 2, 3, 4, and 7  
Section V, Paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U. S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the Contractor's employees or their representatives.
6. Selection of Labor: During the performance of this contract, the Contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

### II. NONDISCRIMINATION

(Applicable to all Federal Aid construction contracts and to all related subcontracts of \$10,000.00 or more)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal employment opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) 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 Equal Employment Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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 Owner, the State Highway Agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The Contractor will accept as his/her 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, preapprenticeship, and/or other on-the-job training."
2. **EEO Officer:** The Contractor will designate and make known to the Owner's contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 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 minority group employees.
  - 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.

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

- 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 minority groups 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 minority group applicants. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.
- b. In the event that the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with the EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)
- c. The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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 inspection of project sites to ensure 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 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 his 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 his avenues of appeal.
6. **Training and Promotion:**
- a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

- 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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- 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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The Contractor will use best 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 Owner 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 minority and women 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 Owner.
5. 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.
- a. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to

## **REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS**

compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor will use his best efforts to solicit bids from and use DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA and/or Owner personnel offices.

- c. The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
6. 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 completion of the contract work, and shall be available at reasonable times and places for inspection by authorized representatives of, the Owner, the SHA, and the FHWA.
- a. The records kept by the Contractor shall document the following:
    - (1) The number 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;
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
    - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
7. The Contractors will submit an annual report to the Owner and the SHA 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. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

### **III. NONSEGREGATED FACILITIES**

(Applicable to all Federal Aid construction contracts and to all related subcontracts of \$10,000.00 or more)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal Aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provision of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age, or disability, because of habit, local

## **REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS**

custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).

c. The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000.00 or more and that it will retain such certification in its files.

### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal Aid construction contracts exceeding \$2,000.00 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### **1. General:**

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or its Subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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 employee's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

#### **2. Classification:**

a. The Owner's contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rates, and fringe benefits only when the following criteria have been met:

- (1) the work to be performed by the additional classification requested is not performed by a

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the Contractor or Subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D. C. 20210. The Wage and Hour 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.

d. The event the Contractor or Subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representative, 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. Said 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.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

### 3. Payment of Fringe benefits:

a. Whenever the minimum wage rates prescribed in the contract for a class of laborers or mechanics include a fringe benefit which is not expressed as an hourly rate, the Contractor or subcontractors, as appropriate, shall either pay the benefits as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the Contractor or Subcontractor, as appropriate, does not make payments to a trustee or other third party person, he/she may consider as a 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.

### 4. Apprentice and Trainees (Programs of the U. S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire workforce under the registered program. Any employee 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 listed in 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 determination for the work actually performed. Where a Contractor or Subcontractor 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-level hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor or Subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

### b. Trainees:

(1) Except as provided for 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the



## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training 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-level wage rate on the wage determination which provides for less than the full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the Contractor or Subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate determination for the classification of work actually performed.

### 5. **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 the 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.

### 6. **Withholding:**

The Owner shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the Contractor or subcontractor 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, as 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 Owner's contracting officer 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.

### 7. **Overtime Requirements:**

No Contractor or Subcontractor contracting for any part of the contract which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraph 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any work week in which he/she is employed on such work, to work in excess of 40 hours in such work week unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such work week.

## **REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS**

### **8. Violations:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the Contractor and any Subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such Contractor or 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10.00 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

### **9. Withholding for Unpaid Wages and Liquidated Damages:**

The Owner shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

## **V. STATEMENT AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### **1. Compliance with Copeland Regulations (29 CFR 3):**

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### **2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the Contractor and each Subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates or contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types of 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each Subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the Owner's resident engineer or agent in charge of the project a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), US Government Printing Office, Washington DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. 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 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 USC 1001 and 31 USC 231.

g. The Contractor or Subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the Owner, the SHA, the FHWA, or the DOL, 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 Owner, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1 Effective May 22, 2007, FHWA no longer require the submission FHWA Form-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds."

## **REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS**

2. At the Prime Contractor's option, either a single report covering all contract work or separate reports for the Contractor and for each Subcontractor and for each subcontract shall be submitted.

### **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The Contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a total percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the Owner. 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. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the Prime Contractor.
  - 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 on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The Contractor amount upon which the requirements set forth in paragraph 1 of Section VII 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 construction operations (regardless of who performs the work) and (b) such other of its own organizations resources (supervision, management and engineering services) as the Owner's 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 Owner's 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 Owner has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

### **VIII. SAFETY: ACCIDENT PREVENTION**

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 635.108). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the Owner's 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 USC 333).

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 the 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 USC 333).

#### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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, supplies, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions 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, the following notice shall be posted on each Federal-aid highway project (23 CFR 635.119) in one or more places where it is readily available to all persons concerned with the project:

## **REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS**

### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL AID HIGHWAY PROJECTS**

18 USC 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or 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 knowing 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 not more than \$10,000 or imprisoned not more than 5 years or both."*

### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid Construction contracts and to all related subcontracts of \$100,000.00 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 USC 1857 et seq., as amended by Pub. L 91-604), and under the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed on the date of contract award, on the US Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the Owner of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS

### XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions: (Applicable to all Federal-aid contracts and to all related subcontracts of \$100,000.00 - 49 CFR 29)
  - a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
  - d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  - f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
  - i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in

## **REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS**

order to render in good faith the certification required by this clause. The knowledge and information of a 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.

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-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;
  - c. Are not presently indicated 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 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Instructions for Certification - Lower Tier Covered Transactions: (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000.00 or more - 49 CFR 29)
  - a. By signing and submitting this proposal, the prospective lower tier participant 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," "primary covered transaction,"



## **REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS**

"participant," "person," "principal," "proposal," and "voluntarily exclude," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

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.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

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 Covered Transactions:**

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 participation in this transaction 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.

## **XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certified, 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

## **REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID PROJECTS**

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 USC 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 his or her bid or proposal that he or she 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 PREFERENCE FOR APPALACHIAN CONTRACTS** (Applicable to Appalachian contracts only.)

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 he 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, he 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 1 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.

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

## **REQUIREMENTS FOR THE PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL AID CONTRACTS**

**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION.** It is the policy of the United States and of the State of New York that Disadvantaged Business Enterprises (DBE's) shall have the maximum opportunity to participate in the performance of State contracts for construction. The parties to this contract shall take all necessary and reasonable steps in accordance with the laws, rules, and regulations cited in this section to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Owner and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any federal Aid contracts. This policy shall be made a part of all subcontracts and agreements entered into as a result of this contract.

The Congress of the United States, to this end, has enacted the Surface Transportation Assistance Act ("STAA") of 1982, Public Law 97-424, Section 105(f), the Surface Transportation and Uniform Relocation Assistance Act of 1987, Public Law 100-17, Section 106(c), the Intermodal Surface Transportation Efficiency Act of 1991 and Regulations have been promulgated under CFR 49 23. New York State, to this end, has enacted Section 85 of the Highway Law, Section 428 of the Transportation Law, and Chapter 1, Title 17 of the Official Compilation of Codes, Rules, and Regulations. The parties to this contract are required to comply with these laws, rules, and regulations and the following DBE Program requirements.

A. **ELIGIBILITY OF DBEs.** Only those DBE firms that are certified by the New York State Department of Transportation (NYSDOT) are eligible to be used for goal attainment on this contract. DBE certification is not an endorsement of the quality or performance of the business but simply an acknowledgment of the firm's status as a DBE. In the event that the apparent Low Bidder, in good faith, proposes to use a firm that is listed as a certified DBE in the project proposal, and that firm is later found by the Owner to be ineligible or unable to perform, then the apparent Low Bidder will be required to substitute another certified firm of the kind needed to meet the goal, before the award, at no additional cost to the Owner.

B. **GOAL.** The Owner has established a utilization goal for DBEs which is expressed as a percentage of the total contract price. This goal is stated in the proposal and remains in effect throughout the life of the contract. In executing the contract or bid documents the Bidder declares that he/she subscribes to the utilization goal and must meet or exceed the goal or demonstrate that he/she could not meet it despite his/her best efforts. The contract goal is then considered to be a target or a minimum figure to which the Contractor commits as a part of his/her bidding for a Federal-aid project. When the contract is awarded with DBE participation that is less than the contract goal, the Prime Contractor is required to continue good faith efforts, as defined in Section F, throughout the life of the contract in order to increase the DBE participation to meet or exceed the contract goal.

C. **ZERO PERCENT GOAL.** For contracts which have a 0% (zero percent) goal, the Bidder agrees to make good faith efforts to utilize certified DBEs for any subcontracts awarded by the Bidder in connection with the contract.

D. **COUNTING DBE PARTICIPATION TOWARDS DBE GOALS.** DBE participation shall be counted toward meeting the DBE goal in accordance with the following:

1. Subcontracting. If a firm is determined to be an eligible DBE, as defined in Section A, the total DBE agreed amount of the items of work to be performed by the DBE is counted toward the applicable DBE goal except as provided in paragraphs 2, 3, and 4 below.

2. Joint Ventures. Joint ventures between certified DBE firms and non-DBE firms as subcontractors will be counted toward the DBE goal in proportion to the percentage of ownership and control of each firm within the joint venture, subject to approval by the Owner of the joint venture agreement to be furnished by the Bidder before award of the contract. The joint venture agreement must include a detailed breakdown of the following:

- a. Contract responsibility of the DBE for specific contract items of work,
- b. Capital participation by the DBE,
- c. Specific equipment to be provided to the joint venture by the DBE,
- d. Specific responsibilities of the DBE in the control of the joint venture,
- e. Specific staffing and skills to be provided to the joint venture by the DBE, and
- f. Percentage distribution to the DBE of the projected profit or loss incurred by the joint venture.

In addition to these requirements, the DBE joint venture must perform a commercially useful function as a DBE subcontractor as defined in Section E.

3. Supplies (Regular Dealers), Manufacturers, and Fabricators. Count toward the DBE goal the expenditures for materials and supplies obtained from DBE suppliers (regular dealers) and manufacturers in the amount noted below. The DBE supplier or manufacturer must assume the actual and contractual responsibility for the provision of the materials and supplies.

a. Count the entire expenditure to a DBE manufacturer. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

b. Count the entire expenditure to a DBE fabricator. A fabricator is a firm that substantially alters materials or supplies before resale.

c. Count 60% (sixty percent) of the expenditures to a DBE supplier. A supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. It is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. One who deals in bulk items such as steel, cement, gravel, stone, and petroleum products need not keep such product in stock, if it owns or operates distribution equipment.

d. The Bidder must indicate in the form of an explanation on the AAPHC-890, DBE Utilization Worksheet, the item number(s) for the material supplied.

EXAMPLE:

ITEM NUMBER	NAME	LESS THAN 100%	AMOUNT
619M17	Supply Temp. Concrete Barrier	XX%	\$ Value

4. Trucking Services. Count toward the DBE goal the expenditure for trucking services provided by certified DBEs in accordance with the following:

a. Count the pro-rated value of trucking services provided by trucks owned or leased on a long-term basis by the DBE trucking firm. For the purposes of this Section, a long-term lease is a lease of six (6) months or more. Also, trucks that are leased on a long-term basis are leased without an operator.

b. Count the pro-rated value of trucking services provided by trucks hired or rented from other certified DBE trucking firms by the DBE trucking firm.

c. No credit will be received for the value of trucking services that are provided by trucks that are not owned, leased on a long-term basis, hired, or rented from certified DBE trucking firms.

EXAMPLE:

Ten (10) trucks are needed to perform \$50,000 of trucking services. The DBE who appears on the Utilization form will provide two (2) self-owned trucks and three (3) trucks hired from DBE trucking firms for a total of five (5) certified DBE trucks providing trucking services. The remaining five (5) trucks are not obtained from certified DBE trucking firms. In this situation, 50% (fifty percent), or \$25,000, can be counted toward the DBE goal.

d. The Bidder must indicate in the form of an explanation the item number(s) for which the trucking services are to be performed, the type of trucking service to be performed (on-site vs. off-site), and the corresponding dollar value for those services (per item).

EXAMPLE:

ITEM NO.	NAME	LESS THAN 100%	AMOUNT
99.99	Off-site Trucking Services for Item 403.11	XX%	\$ VALUE

e. The Bidder must provide, before award, the calculations and any pertinent documentation that support the dollar value or the proposed DBE trucking services. The Bidder must also provide before award a list of all proposed DBE trucking firms to be used on the project and the number of trucks to be provided by each proposed DBE trucking firm.

f. On-Site Trucking. For the purposes of this Section, on-site trucking is defined as: 1. Within the boundaries of the physical place where the construction will remain; (2) Off-site facilities that are dedicated exclusively to the performance of the contract and are so located in proximity to the actual construction location that it would seem reasonable to include them. Trucking services provided for on-site trucking are considered to be a subcontracting activity. The DBE trucking firm may not subcontract any portion of their on-site trucking operations.

g. Off-Site Trucking. For the purposes of this Section, off-site trucking is defined as: 1. Outside of the boundaries of the physical place where the construction will remain; (2) Off-site facilities that were established by a commercial supplier or materialman prior to award of the project and used for multiple customers. Trucking services provided for off-site trucking are not considered to be a subcontracting activity; it is considered to be a service.

h. The DBE trucking firm that appears on the Utilization form must control the day-to-day trucking operations on the project. The DBE is responsible for:

1. Negotiating and executing rental/leasing agreements;
2. Hiring and firing the work force;
3. Coordinating the daily trucking needs with the Prime Contractor;
4. Scheduling and dispatching trucks.

a. The Bidder must explain in writing the scope of work to be performed by the DBE for all items indicated as partial items at the time the Low Bidder submits the Utilization Package.

6. A DBE that holds a contract may not count its own utilization in the contract toward the DBE contract goal.

E. CONDITIONS OF PARTICIPATION. DBE participation will be counted toward meeting the DBE contract goal, subject to all of the following conditions:

1. Commercially Useful Function. The Prime Contractor is responsible for ensuring that DBEs performing work on the contract perform a commercially useful function. A DBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out his/her responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice (except where such practices are inconsistent with the DBE regulations). Regardless of whether an arrangement between the Contractor and the DBE represents standard industry practice, if the arrangement erodes the ownership, control, or independence of the DBE or in any way does not meet the commercially useful function requirement, the Contractor shall receive no credit toward the goal.

2. Work Force. The DBE firm must employ a work force (including administrative and clerical positions), separate and apart from that employed by the Prime Contractor, other subcontractors on the project, or their affiliates. This does not preclude the employment by the DBE of an individual that has been previously employed by another firm involved in the contract, provided that the individual was independently recruited by the DBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the DBE shall not be allowed.

3. Supervision. All work performed by the DBE must be controlled and supervised by the DBE without duplication of supervisory personnel from the Prime Contractor or other subcontractors. This does not preclude routine communication between the supervisory personnel of the DBE and other supervisors necessary to coordinate the work of the contract.

4. Equipment. DBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. However, no more than 50% of the equipment required to perform the work of the subcontractor may be obtained from the Prime Contractor, other subcontractors on the project, or their affiliates. If the DBE obtains equipment from any of those sources, the Owner shall obtain from the DBE documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

F. GOOD FAITH EFFORTS. To ensure that DBE firms are given the maximum practical opportunity to participate in the work of the contract, the Bidder must make good faith efforts to obtain DBE participation in order to fulfill the DBE contract goal. The Bidder's demonstration of good faith efforts must be at least extensive as, but not limited to, the following:

1. Efforts to utilize the services of minority and women community organizations; minority and women contractors groups; local, State, and Federal minority and women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

2. Attendance by a representative of the Bidder who is knowledgeable of the contract work at pre-bid, pre-award, and/or other meetings, if any, scheduled by the Owner to inform DBEs of subcontracting and other opportunities for participation in a specific contract. At these meetings, the Bidder's representative will explain the required contract work and solicit the interest of the DBE attendees in any specific portions of the work.

3. Efforts to secure participation by certified DBE firms. Only DBEs certified by the NYSDOT shall be used to fulfill goals on federally funded projects.

4. Written solicitation of DBEs. A written solicitation inquiry will be sent to all DBE firms and, when necessary, minority and women's business associations when necessary in order to meet DBE goals. Notification must be made in a timely fashion such that the DBEs contacted have a reasonable period of time in which to respond. The Bidder's solicitation will cover certified DBEs listed in the Registry of Disadvantaged Business

Enterprises maintained by the Office of Civil Rights (OCR) of the NYSDOT. Such geographic limits are not acceptable as good faith efforts for work typically subcontracted to non-DBE firms on a statewide basis, e. g., pavement markings, guide rail, etc. It will be mandatory for the Bidder to contact all DBEs who have expressed interest in the specific contract to the Bidder and to document efforts taken to secure their participation in the contract and in any future work.

5. Efforts to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the contract goal. Where certified DBEs have expressed interest to the Bidder in performing certain work that the Bidder normally performs with his/her own forces, and the contract goal has not otherwise been attained, the Bidder will be required to subcontract such work or portions of it in order to meet the goal.

6. Efforts to negotiate with DBEs for specific subcontracts. Price alone will not be an acceptable basis for rejecting DBE bids, unless it can be shown that no reasonable price can be obtained from a DBE.

7. Efforts to assist the DBEs contacted which needed assistance in obtaining bonding or insurance required by the Bidder or the Owner. Difficulties encountered by the DBE in obtaining bonding or insurance required by the Bidder will not be acceptable reasons for the Bidder's failure to meet the contract goal.

8. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract.

9. Record of solicitation efforts. All Bidders must keep records of efforts to solicit and negotiate with DBEs and a continuing record of pre- and post-letting activity. When submitting a D/M/WBE Schedule of Utilization to the Owner, the apparent Low Bidder will attach it together with the supplemental information specified in the instructions as evidence of good faith efforts. Such supplemental efforts must include at least the following:

- a. All Solicitation Responses returned to the Bidder by DBEs;
- b. All envelopes of solicitation inquiries that were returned as undeliverable; and
- c. Any quotations submitted by DBEs that are not included in the D/M/WBE Schedule of Utilization with an explanation for the Bidder's action in each case.

G. DBE UTILIZATION PACKAGE. The Bidder shall submit a complete utilization package within seven (7) calendar days after the bid opening. The DBE Utilization Package consists of:

1. D/M/WBE Schedule of Utilization;
2. D/M/WBE Utilization Worksheet (Note: Schedule must be co-signed by both the Prime Contractor and the Subcontractor); and
3. All of the information listed in Section F.

H. BIDDER'S FAILURE TO COMPLY. The Owner's acceptance of the Bidder's proposal is conditioned upon the Bidder's fulfillment of the requirements of this Section. If the Bidder fails to submit a complete utilization package as defined in Section G by the seventh calendar day after the bid opening and/or fails to attain the DBE utilization goal, and to satisfactorily document his/her good faith efforts as defined in Section F above, the bid may be declared incomplete and the deposit may be subject to forfeiture.

I. DISADVANTAGED BUSINESS ENTERPRISE OFFICER. The Bidder shall designate a Disadvantaged Business Enterprise Officer who will have the responsibility to, and be capable of, effectively administering and promoting an active DBE program, and, who is assigned adequate authority to do so.

J. CONFORMANCE TO DBE SCHEDULE OF UTILIZATION. Following the award of the contract, the Contractor is required to enter into subcontracts or agreements with the DBEs identified on the approved

D/M/WBE Schedule of Utilization, for the work of the kind and amount identified therein. The Owner will monitor the work of the contract to ensure that the DBEs identified perform the work in accordance with the D/M/WBE Schedule of Utilization. Any direction by the Owner to comply with the Schedule is a lawful direction under Article 8 of the contract. Where such direction is not complied with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished.

K. REVISIONS IN DBE UTILIZATION. If, after the award of the contract, a subcontract or purchase order held by a DBE or joint venture involving a DBE is modified or terminated, the Contractor shall immediately notify the Owner of such modification or termination and the reasons therefor or an alternative subcontract or purchase order for a commensurate dollar amount furnished by another DBE. Any change in DBE utilization must be approved by the Owner through submission of a revised Schedule of Utilization (Amended) signed by both parties. The Contractor must receive this approval prior to implementing any proposed change. Failure by the Contractor to obtain approval could result in appropriate sanctions. For the purposes of this Section, a revision in DBE utilization is considered to be any of the following modifications:

A. Reducing the dollar value of or eliminating the DBE's item(s) of work. In the event that this results in a shortfall in goal attainment, the Contractor will be required to make good faith efforts to backfill in accordance with Section F.

B. Removing one DBE and substituting another DBE for the same item(s) of work.

C. Increasing the dollar value of (an) item(s) of work or adding (a) new item(s) of work to a DBE already participating in the contract.

D. Adding a DBE to the contract.

L. MONITORING CONTRACTOR COMPLIANCE. The Contractor will allow authorized representatives of the Owner to conduct periodic inspections of the Contractor's DBE participation efforts during the performance of the contract. In order to determine whether the Contractor has complied with the requirements of this Section, the Owner may proceed by order to show cause, or may follow any other lawful procedure upon due notice in writing to the Contractor. When the Contractor has been found to have failed to meet the contract goals, to exert a good faith effort, or otherwise failed to comply with this Section, the contract may be canceled, terminated, or suspended in whole or in part in accordance with the contract and Section 40 of the Highway Law, and the Contractor may be referred to the USDOT for possible suspension or debarment as provided for in 49 CFR 29 and such other sanctions as may be imposed and remedies invoked as provided for under the authority of 49 CFR 29, or by rule, regulation, or order of the Owner, or as otherwise provided by law.

M. PROMPT PAYMENT. Failure by the Contractor to pay any subcontractor within seven calendar days of receipt of payment from the Owner for work performed that is accepted by the Owner, in violation of Section 139-F of the State Finance Law, could result in the withholding of future estimated payments by the Owner. The Contractor shall submit reports on payments made to subcontractors as required by the Owner. If it is determined by the Owner that a subcontractor has not received payment due and owing in accordance with Section 139-f of the State Finance Law, the Owner may direct the Prime Contractor to make such payment. Any such direction by the Owner is a lawful direction under Article 8 of the contract. Where such direction is not complied with, the Contractor shall not be entitled to have any estimate made for the purpose of payment nor shall any estimate be rendered on account of work done.

N. REQUIRED RECORDS. The Contractor shall keep records and documents for three years following performance of this contract to indicate compliance with this Section. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representatives of the Owner and will be submitted to the Owner upon request, together with other compliance information which may be required.



O. **NON-DISCRIMINATION.** The Contractor shall not use the requirements of this Section to discriminate against any qualified company or group of companies.

P. **REPORTING VIOLATIONS OF PROGRAM RULES.** The Contractor is responsible for ensuring that the DBE performs a commercially useful function on the contract as defined in Section E. If the Contractor becomes aware of any violation of this Section, the Contractor is required to promptly report the violation to the Owner.

## **U.S. AND N.Y.S.D.O.T HOTLINES**

### **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.

## **SPECIAL NOTE**

### **NYSDOL 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 website at [www.labor.state.ny.us](http://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 website, 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 Project Manual.

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 Owner to prospective bidders without internet access.



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

ESSEX COUNTY DPW

CHRIS CORNWELL, PROJECT MANAGER  
GREEMAN-PEDERSON, INC.  
80 WOLF ROAD, SUITE 300  
ALBANY NY 12205

Schedule Year 2013 through 2014  
Date Requested 10/28/2013  
PRC# 2013009697

Location TICONDEROGA  
Project ID# 1757.60  
Project Type REPLACEMENT OF THE ELK DRIVE (TOWER AVE) BRIDGE OVER THE LACHUTE RIVER ALONG WITH RECONSTRUCTION OF THE HIGHWAY APPROACHES FROM MONTCALM ST. TO BURGOYNE AVE.

### 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 2013 through June 2014. 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](http://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](http://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](http://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](http://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 NYS DOL 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  
CHRIS CORNWELL, PROJECT MANAGER  
GREEMAN-PEDERSON, INC.  
80 WOLF ROAD, SUITE 300  
ALBANY NY 12205

Schedule Year 2013 through 2014  
Date Requested 10/28/2013  
PRC# 2013009697

Location TICONDEROGA  
Project ID# 1757.60  
Project Type REPLACEMENT OF THE ELK DRIVE (TOWER AVE) BRIDGE OVER THE LACHUTE RIVER ALONG WITH RECONSTRUCTION OF THE HIGHWAY APPROACHES FROM MONTCALM ST. TO BURGOYNE AVE.

### 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.

**To all State Departments, Agency Heads and Public Benefit Corporations  
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

#### **2. Background and Statutory References:**

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

#### **3. Procedures and Agency Responsibilities:**

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations  
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

# **Construction Industry Fair Play Act**

## **Required Posting For Labor Law Article 25-B § 861-d**

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://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](mailto: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](mailto: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](http://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](http://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](http://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](http://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](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://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](mailto:crooksje@umdnj.edu)

(732) 235-9455

<https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

### **Atlantic OSHA Training Center**

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: [mailto:japs@buffalo.edu](mailto:mailto:japs@buffalo.edu)

(716) 829-2125

[http://www.smbs.buffalo.edu/CENTERS/trc/schedule\\_OSHA.php](http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php)

### **Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingletin@keene.edu](mailto:lsingletin@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_osa.cfm](http://www.keene.edu/courses/print/courses_osa.cfm)

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

[www.OutreachTrainers.org](http://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\*\*\*

<b>Job Classification</b>	<b>Tag #</b>	<b>Applicable Counties</b>	<b>Check Box</b>
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\*\*\*

<b>Job Classification</b>	<b>Tag #</b>	<b>Applicable Counties</b>	<b>Check Box</b>
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, Chautaugua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Glazier	660r	<u>Allegany, Cattaraugus, Chautaugua, 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\*\*\*

<b>Job Classification</b>	<b>Tag #</b>	<b>Applicable Counties</b>	<b>Check Box</b>
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](http://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
Rofer	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**

**Boilermaker** **10/01/2013**

**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	07/01/2013	01/01/2014
		An additional
Boilermaker	\$ 31.10	\$ 1.15*

\* To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 22.87*
	+ 1.19

\* 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** **10/01/2013**

**JOB DESCRIPTION** Carpenter - Building **DISTRICT 1**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin

**WAGES**

Per hour:	07/01/2013	06/01/2014
		An Additional
Carpenter	\$ 24.24	\$ 1.44*
Floor Coverer	24.24	1.44*
Carpet Layer	24.24	1.44*
Dry-Wall	24.24	1.44*
Lather	24.24	1.44*
Piledriver	24.49	1.44*
Diver-Wet Day	61.25	1.44*
Diver -Dry Day	25.24	1.44*
Diver Tender	25.24	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 \$0.75 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 \$ 16.90

**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	\$ 9.31
2nd year term	9.31
3rd year term	11.91
4th year term	11.91

1-291B-ClI

**Carpenter - Building / Heavy&Highway**

**10/01/2013**

**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:

	07/01/2013	07/01/2014
		An Additional

Carpenter - ONLY for

Artificial Turf/Synthetic Sport Surface Installer	\$ 27.96	\$ 0.73*
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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: 07/01/2013

Journeyman \$ 18.14

**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: 07/01/2013

Carpenter	
1st year term	\$ 9.29
2nd year term	9.29
3rd year term	11.89
4th year term	11.89

1-42AtSS

**Carpenter - Heavy&Highway 10/01/2013**

**JOB DESCRIPTION** Carpenter - Heavy&Highway **DISTRICT 1**

**ENTIRE COUNTIES**  
 Clinton, Essex, Franklin, Hamilton, Warren, Washington

**WAGES**

Per hour	07/01/2013	07/01/2014 An Additional
Carpenter	\$ 27.56	\$ 1.05*
Millwright	29.06	1.05*
Piledriver	27.56	1.05*
Diver-Wet Day	62.50	1.05*
Diver-Dry Day	28.56	1.05*
Diver-Tender	28.56	1.05*
Diver-Slurry and Effluent	93.75	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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 18.22

**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	\$ 9.29
2nd year terms	9.29
3rd year terms	11.89
4th year terms	11.89

1-291HH-Alb

**Electrician**

**10/01/2013**

**JOB DESCRIPTION** Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2013

Electrician	\$ 32.00
Cable Splicer	33.50
Tunnel Worker, Welder	33.50

NOTE:

A) Shift Work: The following rates will apply on all Contracting Agency mandated shifts worked between the hours listed below. The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency. If a shift begins outside of the stated shift hours, the rate paid would be determined by what shift the majority of the hours were worked.

1st shift:	8:00 AM to 4:30 PM Regular wage rate
2nd shift:	4:30 PM to 1:00 AM Regular wage rate plus 17.3%
3rd shift:	12:30 AM to 9:00 AM Regular wage rate plus 31.4%

B) Additional \$1.50 per hour for all underground and tunnel work, working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or 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 paid:

\$ 16.93  
\*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**

WAGES: 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	\$12.80	\$14.40	\$16.00	\$19.20	\$22.40	\$25.60
Cable Splicer, Tunnel	\$14.30	\$15.90	\$17.50	\$20.70	\$23.90	\$27.10

SUPPLEMENTAL BENEFITS per hour worked:

Appr 1st & 2nd term	\$7.92 * plus 3% of gross wage
Appr All other terms	\$16.93 * 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**

**10/01/2013**

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

\*\*\*\* 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	07/01/2013	01/01/2014	01/01/2015
Journeyman/Helper	\$ 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**

**10/01/2013**

**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

07/01/2013

Glazier base wage \$ 24.80  
 + additional \$1.50 per hour for all hours worked

\*High Work Base Wage 28.50  
 + additional \$3.50 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.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 15.78
Journeyman High Work	20.58

**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 \$1.50 per hour for all hours worked for all terms

Apprentice Glazier Hi-Work One Half Year (900 hr) terms at the following percentage of Journeyman's Hi-Work base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%

+ additional \$3.50 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	\$ 14.01
5th-8th term	15.78
Apprentice High Work	

1st-4th term	\$ 16.03
5th-8th term	20.58

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

Apprentice	\$ 15.78
Apprentice High Work	20.58

1-201

**Insulator - Heat & Frost**

**10/01/2013**

**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	07/01/2013	05/01/2014 Additional	05/01/2015 Additional
Asbestos Worker*	\$ 30.60	\$ 1.50**	\$ 1.50**
Insulator*	30.60	1.50**	1.50**
Firestopping Worker*	26.01	1.50**	1.50**

(\*)On Mechanical Systems only.

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 19.49

**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 \$ 19.49

1-40

**Ironworker**

**10/01/2013**

**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, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

**WAGES**

Per hour	07/01/2013	05/01/2014 An Additional
Ornamental	\$ 28.50	\$1.55*
Reinforcing	28.50	1.55*
Rodman	28.50	1.55*
Structural & Precast	28.50	1.55*

Mover/Rigger	28.50	1.55*
Fence Erector	28.50	1.55*
Stone Derrickman	28.50	1.55*
Sheeter	28.75	1.55*
Curtain Wall Installer	28.50	1.55*
Metal Window Installer	28.50	1.55*

\*To be allocated at a later date

**SUPPLEMENTAL BENEFITS**

Per hour worked

JOURNEYMAN \$ 24.06

**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:

07/01/2013

1st year	\$ 16.00
2nd year	18.00
3rd year	20.00
4th year	22.00

Supplemental Benefits per hour worked

1st year	\$ 9.50
2nd year	18.53
3rd year	19.82
4th year	21.11

1-12

**Laborer - Building**

**10/01/2013**

**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

	07/01/2013	07/01/2014
Group # A	\$ 20.48	Additional \$ 1.30*

Group # B	20.63	1.30*
Group # C	20.78	1.30*
Group # D	20.93	1.30*
Group # E	20.98	1.30*
Group # F	21.48	1.30*

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 17.32

**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 \$ 17.32

1-186ew

**Laborer - Heavy&Highway**

**10/01/2013**

**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, Guniting, 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	07/01/2013	07/01/2014 Additional	07/01/2015 Additional
Group # A	\$ 23.59	\$ 1.30*	\$ 1.30*
Group # B	23.79	1.30*	1.30*
Group # C	23.99	1.30*	1.30*
Group # D	24.19	1.30*	1.30*
Group # E	25.56	1.30*	1.30*

All employees who work a single irregular shift starting between 5:00 pm and 1:00 am on governmental mandated night work shall be paid an additional \$1.75 per hour.

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 18.33

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

**REGISTERED APPRENTICES**

Wages per hour

Terms are at the following percentage of Group A rate.

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

Supplements per hour worked

Apprentices \$ 18.33

1-186/2h

**Laborer - Tunnel**

**10/01/2013**

**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)

	07/01/2013	07/01/2014 Additional	07/01/2015 Additional
Tunnel Laborer:			
Group A	\$ 26.77	\$ 1.30**	\$ 1.30**
Group B	26.97	1.30**	1.30**
Group C*	28.77	1.30**	1.30**

(\*)Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

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

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 18.33

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday.

**REGISTERED APPRENTICES**

Wages per hour

Terms are at the following percentage of Group B rate.

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

Supplements per hour worked  
 Apprentices \$ 18.33

1-186T

**Lineman Electrician 10/01/2013**

**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 (10) 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)

	07/01/2013	05/05/2014	05/04/2015
Lineman, Technician	\$44.12	\$45.51	\$46.90
Crane, Crawler Backhoe	44.12	45.51	46.90
Welder, Cable Splicer	44.12	45.51	46.90
Digging Machine Operator	39.71	40.96	42.21
Tractor Trailer Driver	37.50	38.68	39.87
Groundman, Truck Driver	35.30	36.41	37.52
Mechanic 1st Class	35.30	36.41	37.52
Flagman	26.47	27.31	28.14

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". (14.02.01-A)

	07/01/2013	05/05/2014	05/04/2015
Lineman, Technician	\$44.12	\$45.51	\$46.90
Crane, Crawler Backhoe	44.12	45.51	46.90
Cable Splicer-Pipe Type Cable	48.53	50.06	51.59
Cert. Welder-Pipe Type Cable	46.33	47.79	49.25
Digging Machine Operator	39.71	40.96	42.21
Tractor Trailer Driver	37.50	38.68	39.87
Mechanic 1st Class	35.30	36.41	37.52
Groundman, Truck Driver	35.30	36.41	37.52
Flagman	26.47	27.31	28.14

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (14.02.01-B)

	07/01/2013	05/05/2014	05/04/2015
Lineman, Technician, Welder	\$45.40	\$46.80	\$48.20
Crane, Crawler Backhoe	45.40	46.80	48.20
Digging Machine Operator	40.86	42.12	43.38
Tractor Trailer Driver	38.59	39.78	40.97
Groundman, Truck Driver	36.32	37.44	38.56
Mechanic 1st Class	36.32	37.44	38.56
Flagman	27.24	28.08	28.92

Cert. Welder-Pipe Type Cable	47.67	49.14	50.61
Cable Splicer-Pipe Type Cable	49.94	51.48	53.02

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, Technician, Welder	\$46.62	\$48.02	\$49.41
Crane, Crawler Backhoe	46.62	48.02	49.41
Cable Splicer	46.62	48.02	49.41
Digging Machine Operator	41.96	43.22	44.47
Tractor Trailer Driver	39.63	40.82	42.00
Groundman, Truck Driver	37.30	38.42	39.53
Mechanic 1st Class	37.30	38.42	39.53
Flagman	27.97	28.81	29.65

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

**\*\* IMPORTANT NOTICE \*\***

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.  
 \*Effective 05/06/2013, Tuesday thru Friday may be worked with no 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.

\$19.00	\$19.75	\$20.50
*plus 7.5% of hourly wage	*plus 7.5% of hourly wage	*plus 7.5% of hourly wage

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

**OVERTIME PAY**

See (B, E, Q,) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE 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 Governor of NYS Election Day.  
 Overtime See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

SUPPLEMENTS for holidays paid at straight time

**REGISTERED APPRENTICES**

WAGES: 1000 hour 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: Same as Journeyman

6-1249a

**Lineman Electrician - Teledata 10/01/2013**

**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 OUTSIDE WORK.

	07/01/2013	01/01/2014
Cable Splicer	\$28.55	\$29.12
Installer, Repairman	27.10	27.64
Teledata Lineman	27.10	27.64
Technician, Equipment Operator	27.10	27.64
Groundman	14.37	14.66

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

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

\*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** **10/01/2013**

**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:

	07/01/2013	05/05/2014	05/04/2015	05/02/2016 *Additional
Lineman, Technician	\$39.19	\$40.12	\$41.04	\$2.00
Crane, Crawler Backhoe	39.19	40.12	41.04	2.00
Certified Welder	41.15	42.13	43.09	2.00
Digging Machine	35.27	36.11	36.94	2.00
Tractor Trailer Driver	33.31	34.10	34.88	2.00
Groundman, Truck Driver	31.35	32.10	32.83	2.00
Mechanic 1st Class	31.35	32.10	32.83	2.00
Flagman	23.51	24.07	24.62	2.00

\* To be allocated at a later date.

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.

**\*\* IMPORTANT NOTICE \*\***

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.  
 \*Effective 05/06/2013, Tuesday thru Friday may be worked with no 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:

All classifications	\$19.00	\$19.75	\$20.50
	*plus 7.5% of hourly wage	*plus 7.5% of hourly wage	*plus 7.5% of hourly wage

\*The 7.5% 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 MULTIPLE 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 Governor of NYS Election Day.  
Overtime See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

**REGISTERED APPRENTICES**

WAGES: 1000 hour 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: Same as Journeyman

6-1249a-LT

**Lineman Electrician - Tree Trimmer**

**10/01/2013**

**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.

07/01/2013

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

**SUPPLEMENTAL BENEFITS**

Per hour worked including holidays listed below:

\$ 8.30  
\*plus 3% of hourly wage

\* 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**

**10/01/2013**

**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

	07/01/2013	05/01/2014 Additional
Bricklayer	\$ 27.75	\$ 1.00**
Cement Finisher	27.75	1.00**
Plasterer/Fireproofers*	27.75	1.00**
Pointer/Caulker/Cleaner	27.75	1.00**
Stone Mason	27.75	1.00**
Acid Brick	28.25	1.00**

(\*)Fireproofers on Structural only.

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 17.38

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

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

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

750 hr terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0-500 Hours \$ 9.98  
 All others 17.38

1-2b.8

**Mason - Building**

**10/01/2013**

**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	07/01/2013	08/01/2013	06/01/2014 Additional
Tile/Marble/Terazzo			

Setter	\$ 29.78	\$ 29.76	\$ 1.35*
Finisher	23.57	23.55	1.07*

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman Setter	\$ 17.93	\$ 17.95
Journeyman Finisher	15.23	15.25

**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

	07/01/2013	08/01/2013
Setter:		
1st term 0-500 hours	\$ 10.33	\$ 10.35
2nd term 501-1500 hours	10.33	10.35
3rd term 1501-2500 hours	14.13	14.15
4th term 2501-3500 hours	14.13	14.15
5th term 3501-4500 hours	16.03	16.05
6th term 4501-6000 hours	17.93	17.95
Finisher:		
1st term 0-500 hours	\$ 9.83	\$ 9.85
2nd term 501-1500 hours	9.83	9.85
3rd term 1501-2500 hours	12.53	12.55
4th term 2501-3700 hours	12.53	12.55

1-2TS.1

**Mason - Heavy&Highway**

**10/01/2013**

**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

	07/01/2013	08/01/2013	07/01/2014 Additional	07/01/2015 Additional	07/01/2016 Additional
Mason & Bricklayer	\$ 32.17	\$ 32.15	\$ 1.25*	\$ 1.35*	\$ 1.45*

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 17.64 \$ 17.66

**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

	07/01/2013	08/01/2013
0-500 Hours	\$ 10.29	\$ 10.29
All others	17.64	17.66

1-2hh.1

**Millwright**

**10/01/2013**

**JOB DESCRIPTION** Millwright

**DISTRICT 1**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Hamilton, Warren, Washington

**WAGES**

Per hour: 07/01/2013 07/01/2014  
 An Additional

Millwright \$ 25.71 \$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**

Per hour worked:

Journeyman Millwright \$ 17.69

**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	\$ 7.79
2nd Year Term	14.72
3rd Year Term	15.71
4th Year Term	16.70

1-1163b

**Operating Engineer - Building**

**10/01/2013**

**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, whirlies, dragline, boom trucks over 5 tons.

CLASS A:

Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vac truck.

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps.

\* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour	07/01/2013	07/01/2014
Class # A1	\$ 36.55	\$ 37.90
Class # A	36.11	37.46
Class # B	35.20	36.55
Class # C	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 \$ 23.12 \$ 23.87

**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

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

1-158 Alb

**Operating Engineer - Heavy&Highway**

**10/01/2013**

**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, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), 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**

	07/01/2013	07/01/2014
Master Mechanic	\$ 37.67	\$ 39.02
Class A*	36.06	37.41
Class B	35.15	36.50
Class C	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	\$ 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

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

1-158H/H Alb

**Operating Engineer - Marine Construction**

**10/01/2013**

**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	07/01/2013
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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	07/01/2013 \$ 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**

**10/01/2013**

**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.

	07/01/2013	07/01/2014	07/01/2015
Party Chief	\$34.02	\$35.49	\$36.53
Instrument person	31.16	32.53	33.46
Rod person	22.75	23.83	24.46

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	\$22.25	\$22.75	\$23.75
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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

**REGISTERED APPRENTICES**

WAGES: One year or 1000 hour terms at the following wage rates.

1st year 60%	\$13.65	\$14.30	\$14.68
2nd year 70%	15.93	16.68	17.12
3rd year 80%	18.20	19.06	19.57

SUPPLEMENTAL BENEFITS per hour worked:

\$22.25	\$22.75	\$23.75
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6-545 D.H.H.

**Operating Engineer - Survey Crew - Consulting Engineer**

**10/01/2013**

**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 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.

	07/01/2013	07/01/2014	07/01/2015
Party Chief	\$34.02	\$35.49	\$36.53
Instrument person	31.16	32.53	33.46
Rod person	22.75	23.83	24.46

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:	07/01/2013	07/01/2014	07/01/2015
	\$22.25	\$22.75	\$23.75

**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**

**10/01/2013**

**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, Schenectady, 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 Poughkeepie 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 Inserter, 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:	07/01/2013	07/01/2014
Crane 1	\$ 42.48	\$ 43.68
Crane 2	41.48	42.68
Crane 3	40.48	41.68
Master Mechanic	40.61	41.81
CLASS A	38.48	39.68
CLASS B	37.26	38.46
CLASS C	34.47	35.67
CLASS D	31.46	32.66

On hazardous waste work bid, on a state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus \$5.00 per hour. Fringe benefits will be paid at the contractual hourly wage.

**SUPPLEMENTAL BENEFITS**

Per hour paid:	07/01/2013	07/01/2014
Journeyman	\$ 23.65	\$ 24.55

**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:

\$ 23.65	\$ 24.55
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5-832TL.

**Painter**

**10/01/2013**

**JOB DESCRIPTION** Painter

**DISTRICT 1**

**ENTIRE COUNTIES**

Essex, Hamilton, Warren, Washington

**WAGES**

Per hour

	07/01/2013	05/01/2014 Additional	05/01/2015 Additional
Painter\Wallcover	\$ 26.69	\$ 1.35**	\$ 1.40**
Drywall Finishers	26.69	1.35**	1.40**
Spray Rate	26.69	1.35**	1.40**
Structural Steel*	27.69	1.35**	1.40**
Lead Abatement	27.69	1.35**	1.40**
Lead Abatement on Structural Steel	28.69	1.35**	1.40**

(\*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.  
 (\*\*) To be allocated at a later date.

Bridge Painter  
 See Bridge Painter rates for the following work:  
 All Bridges and Tanks

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 10.77

**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 the holiday falls on Sunday, it shall be observed on Monday.

**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 \$ 10.77

1-466-Z2

**Painter - Bridge & Structural Steel 10/01/2013**

**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: 07/01/2013 10/1/2013

STEEL:  
 Bridge Painting \$52.13 \$53.13

Power Tool/Spray is an additional \$6.00 per hour above hourly rate, whether straight time or overtime

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: 07/01/2013 10/1/2013

Journeyworker \$27.05\* \$27.55\*

Hourly Rate after 40 hours  
 from May 1st to Nov. 15th \$6.75 only \$6.75 only

Hourly Rate after 50 hours  
 from Nov. 16th to April 30th                      \$6.75 only                      \$6.75 only

\*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

**HOLIDAY**

Paid:                                      See (1) on HOLIDAY PAGE

Overtime:                                See (4, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(Wage per hour Worked):

Apprentices: (1) year terms		
	07/01/2013	10/01/2013
1st 90 days	\$20.85	\$21.25
1st year after 90 days	\$20.85	\$21.25
2nd year	\$31.28	\$31.88
3rd year	\$41.70	\$42.50

Supplemental Benefits per hour worked:		
	07/01/2013	10/01/2013
1st 90 days	\$ 8.45	\$ 8.65
1st year after 90 days	\$ 8.70	\$ 8.90
2nd year	\$19.15	\$19.45
3rd year	\$23.10	\$23.50

9-DC-9/806/155-BrSS

**Painter - Line Striping**

**10/01/2013**

**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):	07/01/2013	
Striping-Machine Operator*	\$ 27.11	
Linerman Thermoplastic	\$ 32.37	

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:    07/01/2013  
 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**

**10/01/2013**

**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**

07/01/2013

Metal Polisher	\$ 27.15
Metal Polisher**	\$ 28.24
Metal Polisher***	\$ 30.65

\*\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2013

Journeyworker: All classification	\$ 13.61
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**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
\$11.00	\$12.50	\$15.50

Supplementals benefits:

Per hour paid:

1st	2nd	3rd
\$ 9.94	\$10.31	\$10.51

9-8A/28A-MP

**Plumber**

**10/01/2013**

**JOB DESCRIPTION** Plumber

**DISTRICT** 1

**ENTIRE COUNTIES**

Essex, Franklin

**PARTIAL COUNTIES**

Hamilton: The Townships of Long Lake and Indian Lake

**WAGES**

Per hour

07/01/2013

Plumber & Steamfitter	\$ 32.93
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\*\*To be allocated at a later date

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 15.45 + 9.10*
------------	---------------------

\* 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	\$ 13.88 + 4.55*
2nd yr	14.19 + 5.46*
3rd yr	14.51 + 6.37*
4th yr	14.82 + 7.28*
5th yr	15.14 + 8.19*

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

1-773-SF

**Roofer**

**10/01/2013**

**JOB DESCRIPTION** Roofer

**DISTRICT** 1

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

07/01/2013

Roofer/Waterproofer	\$ 27.45
Pitch & Asbestos	29.45

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 14.52
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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	\$ 12.75
1st yr 2nd half	12.94
2nd yr 1st half	13.17
2nd yr 2nd half	13.37
3rd yr 1st half	13.65
3rd yr 2nd half	13.85

1-241

**Sheetmetal Worker**

**10/01/2013**

**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	07/01/2013	06/01/2014 Additional	06/01/2015 Additional
Sheetmetal Worker	\$ 31.39	\$ 2.10*	\$ 2.15*

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

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 23.58 +3% of wage
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**OVERTIME PAY**

See ( B,E\*,Q,) on OVERTIME PAGE

\* Time and one half 1st 8 hours on Saturday. Double the hourly rate all additional Saturday hours.

**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	\$ 16.40
2nd term	17.77
3rd term	18.46
4th term	19.15
5th term	19.31
6th term	20.26
7th term	21.85
8th term	23.44
9th term	25.03
10th term	26.62

Supplemental Benefits per hour worked

1st term	\$ 14.77*
2nd term	15.18*
3rd term	15.39*
4th term	15.59*
5th term	19.70*
6th term	20.00*
7th term	20.51*
8th term	21.03*
9th term	21.54*
10th term	22.05*

(\*) Plus additional 3% of wage

1-83

**Sprinkler Fitter**

**10/01/2013**

**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 07/01/2013  
 Sprinkler \$ 29.83  
 Fitter

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 20.52

**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  
 07/01/2013

1st & 2nd Terms	\$ 8.60
3rd Term	14.87
4th Term	14.91
5th Term	20.21
6th Term	20.25
7th Term	20.30
8th Term	20.34
9th Term	20.39
10th Term	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  
 07/01/2013

1st Term	\$ 8.56
2nd Term	8.60
3rd Term	14.87
4th Term	14.91
5th Term	15.46
6th Term	15.50
7th Term	15.55
8th Term	15.59
9th Term	15.64
10th Term	15.68

**Teamster - Building**

**10/01/2013**

**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

	07/01/2013	06/01/2014
Building:		Additional
Group #1	\$ 19.64	\$ 1.80
Group #2	19.64	1.80
Group #3	19.74	1.80
Group #4	19.90	1.80

**SUPPLEMENTAL BENEFITS**

Per hour worked:

	07/01/2013
All groups	\$ 20.81

**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**

**10/01/2013**

**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:

	07/01/2013	06/01/2014
Heavy/Highway:		Additional
Group #1	\$ 22.40	\$ 1.70
Group #2	22.62	1.70

Additional \$1.50 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:

07/01/2013

All classes

\$ 22.39

**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

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**Welder**

**10/01/2013**

**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 07/01/2013

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.

- ( 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
- ( 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
- ( 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
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( 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.
- ( E5 ) Double time after 8 hours on Saturdays
- ( 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
- ( 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

- ( 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)

- |   |  |
|---|--|
| <input type="checkbox"/> 01 DOT                                   | <input type="checkbox"/> 07 City   |
| <input type="checkbox"/> 02 OGS                                   | <input type="checkbox"/> 08 Local School District  |
| <input type="checkbox"/> 03 Dormitory Authority                   | <input type="checkbox"/> 09 Special Local District, i.e.,<br>Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University<br>Construction Fund | <input type="checkbox"/> 10 Village  |
| <input type="checkbox"/> 05 Mental Hygiene<br>Facilities Corp.    | <input type="checkbox"/> 11 Town   |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT                 | <input type="checkbox"/> 12 County   |
|   | <input type="checkbox"/> 13 Other Non-N.Y. State<br>(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 :

- |  |   |
|--|---|
| <input type="checkbox"/> Construction (Building, Heavy<br>Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen                                   |
| <input type="checkbox"/> Tunnel  | <input type="checkbox"/> Janitors, Porters, Cleaners,<br>Elevator Operators |
| <input type="checkbox"/> Residential   | <input type="checkbox"/> Moving furniture and<br>equipment                  |
| <input type="checkbox"/> Landscape Maintenance                                 | <input type="checkbox"/> Trash and refuse removal                           |
| <input type="checkbox"/> Elevator maintenance                                  | <input type="checkbox"/> Window cleaners                                    |
| <input type="checkbox"/> Exterminators, Fumigators                             | <input type="checkbox"/> Other (Describe)                                   |
| <input type="checkbox"/> Fire Safety Director, NYC Only                        |   |

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>



**NYS DOL Bureau of Public Work Debarment List 10/22/2013**

**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	****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
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	****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
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		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
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	****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
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	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
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	NYC		ARIE BAR		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014

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DOL	DOL	****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	****3953	ASCPAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	07/26/2017
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 612 NANUET 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	****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 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
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	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	****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	****7924	CBI CONTRACTING INCORPORATED		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL	****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
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		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 ROAD ANGOLA NY 14006	02/03/2011	02/03/2016

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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		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
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	****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		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		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	02/20/2018
DOL	DOL	****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
DOL	DOL	****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
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		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		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
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
DOL	NYC	****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
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

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DOL	DOL		ESTEVEES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEES & 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		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	NYC		FRANK ACOCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
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		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
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	DOL	****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
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	****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
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



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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	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
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
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 JIULIANNI		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	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

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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 MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSEPH MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
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		KAREN HARTMAN		C/O GIULLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUENEW CITY NY 10956	04/15/2013	04/15/2018
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	****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
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 AVENUEROCHESTER 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		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
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
DOL	DOL	****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL	****5171	LUVIN CONSTRUCTION CORP		P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	NYC	****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612MANUET 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

**NYSDOL Bureau of Public Work Debarment List 10/22/2013**

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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	DOL	****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
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		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL	****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTION	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	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
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

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DOL	DOL	****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/24/2017
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		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		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		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
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	****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
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	DOL	****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
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		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	****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
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	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016

**NYS DOL Bureau of Public Work Debarment List 10/22/2013**

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DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
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		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
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	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
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 HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQU L 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		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018

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DOL	DOL	****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEFANIE MCKENNA		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
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	****9676	T D CONTRACTORS CORP	T D CONTRACTORS INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	02/20/2018
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	****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETSUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		TIMOTHY P SUCH		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/19/2014
DOL	DOL	****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	****2357	TRAC CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	****4294	TWT CONSTRUCTION COMPANY INC		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	****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		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017

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DOL	DOL		WILLIAM SCRIVENS		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIAM W FARMER JR		112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	NYC	*****5498	XAVIER CONTRACTING LLC		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	AG		YULY ARONSON		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/24/2017

General Decision Number: NY130006 10/04/2013 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
5	04/26/2013
6	05/03/2013
7	07/05/2013
8	08/02/2013
9	08/09/2013
10	08/16/2013
11	10/04/2013

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.

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 \* CARP0290-004 07/01/2013

	Rates	Fringes
CARPENTER		
HEAVY & HIGHWAY CONSTRUCTION		
Carpenter.....	\$ 27.56	18.08
Pile Driver.....	\$ 27.56	18.08

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 ELEC0910-001 04/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 32.00	3%+16.93

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 ELEC1249-003 05/06/2013

	Rates	Fringes
ELECTRICIAN (LINE		



24\_FEDERAL WAGE RATES\_ESSEX CO

CONSTRUCTION: 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.....	\$ 23.51	7.5%+19.00+a
Groundman (Truck Driver)....	\$ 31.35	7.5%+19.00+a
Groundman Truck Driver (tractor trailer unit).....	\$ 33.31	7.5%+19.00+a
Lineman & Technician.....	\$ 39.19	7.5%+19.00+a
Mechanic.....	\$ 31.35	7.5%+19.00+a

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.

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ELEC1249-004 05/06/2013

	Rates	Fringes
ELECTRICIAN (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 :		
Flagman.....	\$ 26.47	7.5%+19.00+a
Groundman digging machine operator.....	\$ 39.71	7.5%+19.00+a
Groundman truck driver (tractor trailer unit).....	\$ 37.50	7.5%+19.00+a
Groundman Truck driver.....	\$ 35.30	7.5%+19.00+a
Lineman and Technician.....	\$ 44.12	7.5%+19.00+a
Mechanic.....	\$ 35.30	7.5%+19.00+a
Substation:		
Cable splicer.....	\$ 48.53	7.5%+19.00+a
Flagman.....	\$ 26.47	7.5%+19.00+a
Ground man truck driver....	\$ 35.30	7.5%+19.00+a
Groundman digging machine operator.....	\$ 38.45	7.5%+19.00+a
Groundman truck driver (tractor trailer unit).....	\$ 37.50	7.5%+19.00+a
Lineman & Technician.....	\$ 44.12	7.5%+19.00+a
Mechanic.....	\$ 35.30	7.5%+19.00+a
Switching structures;		

24\_FEDERAL WAGE RATES\_ESSEX CO

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.....	\$ 48.53	7.5%+19.00+a
Flagman.....	\$ 27.24	7.5%+19.00+a
Groundman Digging Machine Operator.....	\$ 39.71	7.5%+19.00+a
Groundman Truck Driver (tractor-trailer unit).....	\$ 38.59	7.5%+19.00+a
Groundman Truck Driver.....	\$ 36.32	7.5%+19.00+a
Lineman & Technician.....	\$ 44.12	7.5%+19.00+a
Mechanic.....	\$ 36.32	7.5%+19.00+a

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.

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 ELEC1249-008 01/01/2013

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 28.55	3%+4.43
Groundman.....	\$ 12.73	3%+4.43
Installer-Repairman-Teledata		
Lineman/Technician-Equipment Operator.....	\$ 27.10	3%+4.43
Tree Trimmer.....	\$ 21.64	7.36+3%

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 ENGI0106-001 07/01/2013

24\_FEDERAL WAGE RATES\_ESSEX CO

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 36.06	23.35+a
GROUP 2.....	\$ 35.15	23.35+a
GROUP 3.....	\$ 32.58	23.35+a
GROUP 4.....	\$ 40.06	23.35+a
GROUP 5.....	\$ 39.06	23.35+a
GROUP 6.....	\$ 38.06	23.35+a
GROUP 7.....	\$ 37.67	23.35+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, Guniting 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,

24\_FEDERAL WAGE RATES\_ESSEX CO

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 Inserter, 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

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IRON0012-002 05/01/2013

	Rates	Fringes
Ironworkers:		
SHEETER, BUCKER-UP.....	\$ 25.78	17.96
SHEETER.....	\$ 28.75	20.84
STRUCTURAL, ORNAMENTAL, MACHINERY MOVER & RIGGERS, FENCE ERECTOR, REINFORCING, STONE DERRICKMAN, WELDER.....	\$ 28.50	20.84

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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

24\_FEDERAL WAGE RATES\_ESSEX CO

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.

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PAIN0009-006 05/01/2012

	Rates	Fringes
Painters:		
Zone #2 All of ESSEX COUNTY		
Lead Abatement workers, Structural Steel.....	\$ 30.29	9.88
Painters, Drywall Finishers, Spray.....	\$ 29.29	9.88
Zone #3 All of CLINTON COUNTY		
Lead Abatement workers, Structural Steel.....	\$ 27.25	12.89
Painters, Drywall Finishers, Spray.....	\$ 26.25	12.89

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PAIN0806-003 10/01/2012

CLINTON AND ESSEX COUNTIES

	Rates	Fringes
Painters:		
Structural Steel and Bridge.	\$ 47.00	32.08

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PLUM0773-001 05/01/2013

	Rates	Fringes
Plumber and Steamfitter		

24\_FEDERAL WAGE RATES\_ESSEX CO

CLINTON COUNTY.....	\$ 32.63	24.55
ESSEX COUNTY.....	\$ 33.63	24.55

SHEE0083-001 06/01/2012

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

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 06/01/2013

	Rates	Fringes
Truck drivers:		
HEAVY & HIGHWAY		
CONSTRUCTION		
GROUP 1:.....	\$ 22.40	22.39
GROUP 2:.....	\$ 22.62	22.39

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.

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.

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#### 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



# Change Order

No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

**Attachments (list documents supporting change):**

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ \_\_\_\_\_

[Increase] [Decrease] from previously approved  
Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

\$ \_\_\_\_\_

Contract Price prior to this Change Order:

\$ \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

\$ \_\_\_\_\_

Contract Price incorporating this Change Order:

\$ \_\_\_\_\_

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders  
No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

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

Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

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

**SHOP DRAWING TRANSMITTAL**

<b>Date Returned:</b>		<b>Date Sent:</b>		<b>Page</b>	<b>of</b>
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<b>To/From:</b> <b>Tel. No.</b>  Name Address 1 Address 2 Attn:	<b>To/From:</b> <b>Tel. No.</b>  Name Address 1 Address 2 Attn:
--	--

<b>Project No.</b>	<b>Contract No.</b>
<b>Title:</b>	

<b>Shop Drawing Date: (to be filled in by Contractor)</b>	<b>Received Stamp</b>
Topic: _____	
Specification: _____	
<i><b>DO NOT mix submissions from different spec divisions on this form. Fill out new form each time.</b></i>	

The above named Contractor has evaluated each item identified in this transmittal and certifies it to be in conformance with the contract documents.

**\*\*\*THIS SUBMITTAL IS NOT BEING PRESENTED AS A SUBSTITUTION\*\*\***

Certified By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

ID NUMBER	QUANTITY		DESCRIPTION OF ITEM(S) BEING SUBMITTED <small>(Reference specification section and/or drawing number for each item being submitted)</small>	Engineer's Review Status
	Sent	Return		

**NET = NO EXCEPTIONS TAKEN      MCN = MAKE CORRECTIONS NOTED      R&R = REVISE AND RESUBMIT**  
**REJ =REJECTED      SSI = SUBMIT SPECIFIED ITEM      NR = NOT REVIEWED**  
**\*RESUBMIT REQUIRED IF REVIEW STATUS IS R&R, REJ AND/OR SSI**

Contractor's Comments:	Engineer's Comments:
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**(FOR ENGINEER'S INTERNAL USE ONLY)**

Forwarded To: _____	Due Back to Contractor: _____
Reviewed By: _____	Date Sent: _____
Returned to Contractor By: _____	Date Returned: _____

### SHOP DRAWING TRANSMITTAL Continuation Sheet

<b>Date Returned:</b>		<b>Date Sent:</b>		<b>Page</b>	of
<b>To/From:</b>	<b>Tel. No.</b>	<b>To/From:</b>	<b>Tel. No.</b>		
Name		Name			
Address 1		Address 1			
Address 2		Address 2			
Attn:		Attn:			

<b>Project No.</b>	<b>Contract No.</b>	<b>Title:</b>
<b>Shop Drawing Date: (to be filled in by Contractor)</b>		
Topic: _____		
Specification: _____		
<b><i>DO NOT mix submissions from different spec divisions on this form. Fill out new form each time.</i></b>		

**INSTRUCTIONS**

This form shall be used if additional lines are needed based upon number of items being listed in description area. Do not use this form for cover letter/transmittal.

ID NUMBER	QUANTITY		DESCRIPTION OF ITEM(S) BEING SUBMITTED <small>(Reference specification section and/or drawing number for each item being submitted)</small>	Engineer's Review Status
	Sent	Return		

**NET** = NO EXCEPTIONS TAKEN      **MCN** = MAKE CORRECTIONS NOTED      **R&R** = REVISE AND RESUBMIT  
**REJ** =REJECTED                      **SSI** = SUBMIT SPECIFIED ITEM      **NR** = NOT REVIEWED  
**\*RESUBMIT REQUIRED IF REVIEW STATUS IS R&R, REJ AND/OR SSI**

# Notice of Award

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

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:
Bidder:	
Bidder's Address: <i>[send Notice of Award Certified Mail, Return Receipt Requested]</i>	

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for \_\_\_\_\_

*[Indicate total Work, alternates, or sections of Work awarded.]*

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

*[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]*

\_\_\_\_\_ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

\_\_\_\_\_ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [\_\_\_\_\_] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:  
\_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
Owner  
By: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title

Copy to Engineer

# Notice to Proceed

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

Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Contract No.: \_\_\_\_\_

Contract: \_\_\_\_\_

Engineer's Project No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contractor's Address: *[send Certified Mail, Return Receipt Requested]*  
\_\_\_\_\_  
\_\_\_\_\_

You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_ [(or) the number of days to achieve Substantial Completion is \_\_\_\_\_, and the number of days to achieve readiness for final payment is \_\_\_\_\_].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

\_\_\_\_\_ *[add other requirements]*.

\_\_\_\_\_

Owner

Given by:

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

Copy to Engineer

# **General Requirements**

**US CUSTOMARY ASPHALT PRICE ADJUSTMENT**

<b>ASPHALT PRICE ADJUSTMENT CONVERSION FACTORS</b>		
<b>MATERIAL DESCRIPTION</b>	<b>CONVERSION FACTOR</b>	<b>* ITEM NUMBER</b>
Bituminous Stabilized Course	0.065 t PGB/yd <sup>3</sup>	302.01, .0102
Asphalt Treated Permeable Base Type 1	0.030 t PGB/t	402.010901
Asphalt Treated Permeable Base Type 2	0.035 t PGB/t	402.011901
True and Leveling	See Note 5	402.017901, 402.018901
Shim Course	0.0825 t PGB/t	402.058901
Type 10FX Top	0.055 t PGB/t	402.200401 RR
6.3 SUPERPAVE HMA	0.067t PGB/t	402.067x01 RR
9.5 SUPERPAVE HMA	0.062 t PGB/t	402.09xx01, 402.09xx01 RR
12.5 SUPERPAVE HMA	0.055 t PGB/t	402.12xx01, 402.12xx01 RR
19 SUPERPAVE HMA	0.049 t PGB/t	402.19xx01
25 SUPERPAVE HMA	0.045 t PGB/t	402.25xx01
37.5 SUPERPAVE HMA	0.040 t PGB/t	402.37xx01
Asphaltic Sealants (ASTM 6690)	0.00272 t PGB/gal	402.75XX RR
Paver Placed Surface Treatment Types A, B and C	0.0013 t PGB/yd <sup>2</sup>	402.918x02 RR, 402.928x02 RR, 402.938x02 RR
Tack Coat (Asphalt Emulsion)	0.0012 t PGB/gal	407.01 RR
Bituminous Material (Pavement, Shoulders)	0.0025 t PGB/gal	410.07
Micro-Surfacing, Type II	0.090 t PGB/t	410.102102 RR
Micro-Surfacing, Type III and Rut Filling	0.075 t PGB/t	410.103102 RR, .104102 RR
Quick-Set Slurry, Type II	0.115 t PGB/t	410.202302 RR
Quick-Set Slurry, Type III	0.100 t PGB/t	410.203302 RR
Asphalt Sidewalks, Driveways	See Note 5	608.02xx RR
Miscellaneous Asphalt 702-07	0.0040t PGB/gal	618.07
Asphalt Emulsion 702-3001	0.0021t PGB/gal	618.3001, 407.02 RR
Asphalt Emulsion 702-3101, 702-3102	0.0024t PGB/gal	618.3101, 618.3102
Asphalt Emulsion 702-3201, 702-3301, 702-3401, 702-3402	0.0025t PGB/gal	618.3201, 618.3301, 618.3401, 618.3402
Asphalt Emulsion 702-3501, 702-3601	0.0022t PGB/gal	618.3501, 618.3601
Cationic Asphalt Emulsion 702-4001	0.0023t PGB/gal	618.4001, 407.02 RR
Cationic Asphalt Emulsion 702-4101, 702-	0.0025 t PGB/gal	618.4101, 618.4201, 618.4301
Cationic Asphalt Emulsion 702-4401, 702-	0.0022 t PGB/gal	618.4401, 618.4501

## US CUSTOMARY ASPHALT PRICE ADJUSTMENT

### Notes:

1. In accordance with Standard Specification §698-3.01, the index value for the asphalt price adjustment is the average posted price of Performance Graded Binder (PGB) for the month of bid letting.
  2. A two digit suffix (RR) at the end of a contract pay item indicates a special specification.
  3. Quality Adjustment Items (402/608) are not eligible for fuel or asphalt price adjustment.
  4. The conversion factors for HMA mixed with slag shall be increased by 25%.
  5. The conversion factor for True & Leveling, Driveways, or other items that allow mix options will be based on the actual mixtures used.
- \* Item Number: This is the contract pay item number under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled "Material Description" are also eligible for adjustment using the factor listed for a similar material with the same pay units regardless of the actual contract pay item number. Contact the Regional Materials Engineer with any questions regarding applicability of contract pay items that are not listed.



**SPECIAL NOTE**

**BUY AMERICAN**

All steel for this project, including the steel for the water main and casing materials, which are incorporated in this project, shall be new materials and shall meet the Buy America Provision of the Standard Specifications. As included in section appendix 12.

**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). Prior to ordering of any of the below mentioned supplies, the County will coordinate the specifications and ultimately will make the final decision on the supplies.

*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 **COUNTY**.

**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)

**SPECIAL NOTE**  
**OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL**  
**REQUIREMENTS FOR ITEM 637.34**

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 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

**Laptop 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 – 4 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

Requirement/Standard

- Office Suite .....MS Office\* (Microsoft)
- Portable Document (.pdf) Reader .....Acrobat Reader\* (Adobe)
- Virus Protection/Computer Utilities ..Norton Anti Virus\* (Symantec)
- Virus Definition Updates .....For 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\* (WinZip Computing)  
 [Note: must provide a licensed copy]

**SPECIAL NOTE**  
**OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL**  
**REQUIREMENTS FOR ITEM 637.34**

- CD Creator ..... Easy CD & DVD Creator \* (Roxio)

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

<u>Type of Software</u>	<u>NYSDOT Standard</u>
• Construction Management .....	Appia (Info Tech)
• E-mail .....	MS Outlook
• 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)

**Computer Peripherals**

Provide one set of the following accessories per computer 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)
- Carrying case

**Multifunction Machine** - Quantity: 1 EA

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

**MULTIFUNCTIONMACHINE**

- Functions – Print, Scan, Copy, and FAX (minimum)
- Inkjet Printer (minimum)
- 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**

- Duplex scanning capabilities
- 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:

CAMERA

- Optical Zoom - 3X Optical Zoom Lens (minimum) [Note: digital zoom is not the same as optical zoom]
- Image Size – 5 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 4 GB 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.

**SPECIAL NOTE**  
**OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL**  
**REQUIREMENTS FOR ITEM 637.34**

**Communication Services**

In addition to the telephone service provided for the field office, an additional dedicated high speed internet service, with the service paid for under the Engineer's Office (Item 637.11) shall be provided for the office technology equipment (computers, etc.). When there will be multiple 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 shall be to be provided shall be identified by the Engineer with input from the appropriate construction automation support personnel.

**DataStorageMedia**

- X (\*) 20 writeable CDs (CD-R) (minimum)
- X (\*) 50 rewriteable CDs (CD-RW) (minimum)
- X (\*) 1 USB Flash drive (4 GB)
- 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 set replacement printer cartridges for the printer (minimum)

**SPECIAL NOTE**  
**ELECTRICAL SAFETY**

This proposal insert note contains policy and procedures for working near energized electrical systems. It is based on OSHA standards, the NYS High Voltage Proximity Act, and Highway Law. It applies to all operations in the contract that could cause employees or the vehicles or equipment they are operating to come into contact with or enter into dangerous proximity to energized electrical systems.

NYS High Voltage Proximity Act applies to electrical systems carrying 600 volts or more and requires employers to:

- Ensure employees are not placed in proximity to high voltage. Proximity is defined as within 10 feet (3,048mm) for voltages up to 50 kilovolts.
- Inform employees of the hazards and corresponding precautions when working near high voltage.
- Post warning decals on equipment regarding 10-foot (3,038mm) minimum clearance.
- Ensure that when an equipment operator is unable to assess clearances a “spotter” observes for clearance and directs the operator.
- Notify the utility at least five (5) working days before any work begins which requires the utility to identify voltages and clearances, or de-energize, insulate or relocate lines.

Failure to comply with any of these provisions is a violation of law and a serious breach of public safety policy and procedure and the Engineer will issue a stop work for any operation that is not in compliance.

**PROCEDURES**

**GENERAL:** Prior to the start of work where contact with energized electrical systems is possible, the Contractor shall identify energized lines or equipment and reference their location to prominent physical features. In addition, the Contractor shall mark the pavement beneath overhead lines with spray point, survey tape, or with high visibility markers and shall maintain all markings during the period they are required.

The owners of the utilities shall be called upon to decide the need to de-energize or insulate the lines or for the need to otherwise protect the lines against accidental contact. The actual work of protecting the lines shall be carried out by their owners. Protection provided at the request of the Owner, with respect to utility facilities located within the highway right-of-way shall be the sole financial responsibility of the utility. In addition, upon request, the utility at its sole expense shall provide necessary information concerning its high voltage facilities to the Owner and its contractors and subcontractors. Protection provided for the benefit of or at the request of a contractor or subcontractor of the Owner shall be the financial responsibility of the contractor or subcontractor.

The location of electrical lines and the precautions and safeguards to be taken shall be discussed at pre-work safety meetings with all employees on the job. New employees will be informed of electrical hazards and proper procedures at the work site.

The Contractor shall identify and reference all potential electrical hazards and document such actions as part of the Safety Plan for the project. Energized electrical lines or equipment shall be conspicuously marked and workers shall be reminded of their locations and the safeguards and precautions to be taken

**SPECIAL NOTE**  
**ELECTRICAL SAFETY**

prior to beginning any nearby work that may cause the workers to approach electrical lines. New employees shall be informed of electrical hazards and proper precautions and procedures.

Requirements for specialized work shall be as follows:

1. Paving, Patching, Chip Sealing or Widening. Prior to the start of each workday high visibility markers or other devices approved by the Engineer shall be placed to mark the location of overhead wires. As an alternative, the pavement beneath overhead lines may be marked with spray paint or by other means approved by the Engineer. This requirement shall also apply to off-site areas used for contract purposes. The Contractor shall periodically patrol the worksite to ensure that the markings are in place and shall replace any that are missing and shall maintain all markings in good condition. Supervisors shall discuss electrical safety with appropriate crew members at tailgate safety talks.

Spotters shall be positioned at the paver or widener to direct truck movement and observe for overhead wires. The spotter, drivers, operators, supervisors and all employees shall be alert for overhead wires.

All trucks operating on the project, delivering materials, or delivering equipment to the site shall display warning decals regarding electrical contact. Independent truck drivers delivering materials or equipment shall be provided decals. Drivers shall be told about the presence and location of overhead electrical wires before beginning work, how they are marked, and the requirements for spotters. Trucks that have emptied their material shall not leave the paver until the box is in its full down position.

2. Aerial Lifts, Cranes, Boom Devices. Where there is potential for proximity or contact with energized lines or equipment, work shall not begin until a safety meeting is conducted and appropriate steps are taken to identify, mark and warn against accidental contact. The supervisor shall review operations daily to ensure compliance.

Where the operator's visibility is impaired, spotters shall guide the operator. Hand signals shall be used and their meaning clearly understood between operator and spotter. When visual contact between the spotter and the operator is impaired, the spotter and operator shall be in two-way radio contact.

Aerial lifts, cranes, and boom devices shall be appropriate warning decals.

3. Tree Work. Wires shall be treated as live and high voltage until verified by the utility. Branches touching wires shall be removed by the utility before work begins. Limbs and branches shall not be dropped onto overhead wires. If limbs or branches fall across electrical wires, all work shall stop immediately and the utility shall be called.

When climbing or working in trees, pruners shall try to position themselves so that the trunks of the limbs are between their bodies and electrical wires. Pruners shall not work with their backs toward electrical wires. A bucket truck is the preferred method of pruning when climbing poses a greater electrical contact threat.

Personal protective gear shall have appropriate de-electric characteristics needed for working near electricity.



**SPECIAL NOTE**  
**ELECTRICAL SAFETY**

**UNDERGROUND ELECTRICAL LINES AND EQUIPMENT**

Before installation, excavation or subsurface exploration where there exists reasonable possibility of contracting any utility lines or equipment, the Underground Facilities Protective Organization (UFPO) shall be called and a request made for identifying/marketing their location(s).

When UFPO is called, telephone operators will need:

- minimum of two (2) working days notice prior to work beginning,
- name of County, City, Village or Town,
- name and number of street or highway marker,
- nearest intersection at work site,
- type of work,
- date and time work is to begin,
- caller's name, Contractor/Department name and address,
- phone number of contact and special instructions.

Utilities that do not belong to UFPO (Dig Safely New York – 811) must be contacted separately. UFPO may not have a complete list of utility owners. The City is required to maintain this information and may have to be contacted.

Utilities discovered shall be marked before work begins. Supervisors shall periodically refer their location to all workers who are subject to exposure, including new employees.

**EMERGENCY RESPONSE**

When working near electrical lines or equipment, avoid direct or indirect contact. Direct contact is contact with any part of the body. Indirect contact occurs when part of the body touches or is in dangerous proximity to any object in contact with energized electrical equipment. Two assumptions should always be made: 1) that lines are "live" (energized); and 2) carry high voltage. Electrical lines can only be considered "dead" when verified by the utility.

When there is any question about voltage and safe distance, the owner of the lines or equipment must be called in advance of work. As voltages increase, minimum clearances increase. Through arcing, injuries or fatalities may occur even if actual contact with high voltage lines or equipment is not made. Potential for arcing increases as voltage increases. Weather and contact with conductors, such as tools, can increase the possibility of becoming energized without contact.

If an individual becomes energized, **DO NOT TOUCH** the individual or anything in contact with the person. Call for emergency medical assistance and the utility immediately. If the person is no longer in contact, CPR, rescue breathing or first aid should be administered immediately, but only by a trained person. It is safe to touch the victim once contact is broken or the source de-energized.

If the power line falls:

- keep everyone at least 10 feet (3,048mm) away,
- use flagging to protect motorists from fallen or low wires,
- call the utility, police or fire department immediately,
- place "guards" around the area,

**SPECIAL NOTE**  
**ELECTRICAL SAFETY**

- do not attempt to move the wire(s),
- do not touch anything that is touching the wire(s).
- be alert to water or other conductors present.

Wires that contact vehicles or equipment will cause arcing, smoke, and possible fire. Occupants should remain in the cab and wait for the utility. If necessary to jump from a vehicle, leap with both feet as far away from the vehicle as possible, without touching the equipment. Jumping free of the vehicle is the last resort.

Crews shall have emergency numbers readily available. These numbers shall include local utility, police/fire and medical assistance.

**SPECIAL NOTE**  
**FALL PROTECTION REQUIREMENTS**

This project includes work that may require exposure of workers to risks associated with elevated work locations. By issuance of the Special Note, Contractors are on notice that the provision of fall protection for all workers, in full compliance with OSHA Part 1926, is mandatory on all municipal contracts, including this contract. The Contractor is further placed on notice that the proposed procedures to meet the fall protection requirements must be identified in the Project Safety and Health Plan, as required under Section 107-05 of the Standard Specifications and as amended by NYSDOT Engineering Bulletins and Engineering Instructions.

The requirements of all applicable OSHA regulations notwithstanding, the minimum fall protection requirements on this project shall include the following:

1. All fall protection systems must meet the requirements of Part 1926, Subpart M.
2. For situations where lifelines are interrupted, double lanyards are necessary to ensure that the work is continuously protected from falling by attaching one lanyard ahead of the discontinuity prior to unhooking the trailing lanyard.
3. Ladders or stairways are required at all points of personnel access where there is a change in elevation of 19 inches (483mm) or more, and no ramp, runway, sloped embankment or personnel hoist is provided. These devices must meet the requirements of Part 1926 Subpart X. Climbing on forms, falsework, or the structure to gain access to work areas is expressly prohibited. However, it is not intended to prohibit the use of ladders for access to work areas, provided the operation is in compliance with OSHA Part 1326 Subpart X and other relevant requirements.
4. Where scaffolds are necessary to provide temporary access to work areas, they must be in compliance with §1926.451. Scaffolds must include a top rail, mid rail, and toe board in compliance with §1926.451, on all open sides and ends. Personal fall arrest systems meeting the criteria of Part 1926 Subpart M are required to protect workers during installation and removal of the railings, and in situations where physical restrictions preclude installation of a standard railing.
5. Suspended scaffolds may be used for bridge painting or other purposes only if personnel lifts, scaffolds, or other means are not practical, and only if they meet the requirements of §1926.451. Specifically, the scaffold must be secured to the suspension cables at all times. All personnel working on a suspended scaffold must be provided fall protection by means of safety nets, personal fall arrest systems, or other means meeting the criteria of Part 1926 Subpart M.
6. Fall protection is required for open sides or ends of floors or bridge decks, and for opening in floors or bridge decks, as required in Part 1926 Subpart M. In no case shall a height of fall 6 feet (1,829mm) or greater from the side, end, or opening in a floor or bridge deck remain unprotected.
7. All workers in approved personnel aerial lifts must use a personal fall arrest system meeting the criteria of Part 1926 Subpart M, with the lanyard attached to the boom or basket, as required by OSHA §1926.556.
8. Because falls from structural members constitute a serious and clearly recognizable hazard, fall protection for all steel or concrete beams and other structural elements must be in place prior to erection to provide fall protection for workers involved in the initial erection and in subsequent operations until the deck forms are in place. This fall protection shall consist of personal fall arrest systems, safety nets or other means meeting the requirements of Part 1926 Subpart M. During the initial connection of structural elements, workers exposed to moving members shall be required to tie off only if they are not exposed to a greater risk from the moving member. Initial connection is

**SPECIAL NOTE**  
**FALL PROTECTION REQUIREMENTS**

defined as that period during placement or removal of structural members when the member is supported by a crane or other lifting device.

9. During the installation of bridge deck forms, either wood or stay-in-place corrugated metal (SIP), all workers must be protected from falls 6 feet (1,829mm) or greater in height by means of personal fall arrest systems, safety nets, guardrail systems, or other means meeting the requirements of Part 1926 Subpart M. If the Contractor can demonstrate that using one of the conventional fall protection systems described in Subpart M would create a greater safety hazard or is infeasible, i.e., impossible to construct or would prevent the performance of the required work, an alternate system may be used. The Contractor must develop and implement a written fall protection plan meeting the requirements of §1926.502.
  
10. Instances in which it is impossible to provide fall protection for workers are rare. Where an individual worker must rig the fall protection system, and it cannot be accomplished from an aerial lift or by tying-off to the existing structure, momentary exposure to a fall hazard may be unavoidable. Likewise, ironworkers making initial connections during steel erection or removal may at times not be able to tie off, or otherwise be protected because they need to remain mobile. It is essential that adequate planning of construction procedures minimize such occurrence of unprotected exposure to fall hazards. It is equally essential that the fall protection systems utilized actually enhance safety, rather than creating a secondary hazard.

The following list summarizes commonly encountered situations where fall protection is required, the heights at which fall protection must be provided, type of protection, and provides the OSHA reference for that requirement:

<b>SITUATION</b>	<b>HEIGHT REQUIRING FALL PROTECTION</b>	<b>OSHA REFERENCE</b>
Scaffold	10 ft. (3,048mm)	Subpart L
Impalement Hazard	Any Exposure	1926.20(a)(1); P.L. 91-596 §5 (a)(1)
Bridge Decks, Unprotected Sides and Edges	6 ft (1,829mm)	1926.500(b)(1)
Bridge Decks, Form Installation	6 ft (1,829mm)	1926.500(b)(2)
Steel Bridges – Initial Connections	10 – 25 ft (3,048 – 7,620mm)	NYSDOT requirement
Steel Bridges – Initial Connections	Above 25 ft (7,620mm)	1926.105
Formwork and Reinforcing Steel	6 ft (1,829mm)	1926.501(b)(5)
Pre-cast Concrete Erection	6 ft (1,829mm)	1926.501(b)(12)
Ramps, Walkways and Runways	6 ft (1,829mm)	1926.501(b)(7)
Aerial Lifts	All Situations	1926.556(b)(2)(v); must satisfy criteria in 1926.502
Ladders	Varies	1926 Subpart X
Holes and Floor Openings	6 ft (1,829mm)	1926.501(b)(4)
Dangerous Equipment	All Situations	1926.501(b)(8)
Any situation with potential for tripping, impalement or other severe hazard	Any Height	1926.20(a)(1); 1926.28(a); P.L. 91-596 §5(a)(1)

## US CUSTOMARY FUEL PRICE ADJUSTMENT

FUEL PRICE ADJUSTMENT USAGE FACTORS		
MATERIAL DESCRIPTION	USAGE FACTOR	* ITEM NUMBER
Excavation & Embankment	0.45 gal/yd <sup>3</sup>	203.05, 203.06, 203.07, 203.08, 203.20, 203.21 and 203.25
Excavation	0.35 gal/yd <sup>3</sup>	203.02
Embankment	0.10 gal/yd <sup>3</sup>	203.03
Controlled Low Strength Material	1.00 gal/yd <sup>3</sup>	204.01, 204.02
Structure/Trench/Culvert Excavation	0.50 gal/yd <sup>3</sup>	206.01, 206.02, and 206.04
Bituminous Stabilized Course	1.40 gal/yd <sup>3</sup>	302.01
Subbase Course	1.00 gal/yd <sup>3</sup>	All 304 Items
Hot Mix Asphalt	2.50 gal/ton	402 Items and 608.02xx RR
Production Cold Milling	0.10 gal/yd <sup>2</sup>	All 490 Items
Portland Cement Concrete Pavement	1.00 gal/yd <sup>3</sup>	502 Items
Footing Concrete & Concrete for Structures - All classes (A, F, G, HP, etc.)	1.00 gal/yd <sup>3</sup>	555.xx
Approach Slabs and Structural Slabs with bottom formwork	0.25 gal/yd <sup>2</sup>	557.xx
Structural Slabs - no bottom formwork	0.15 gal/yd <sup>2</sup>	557.xx
Class D Concrete	0.05 gal/yd <sup>2</sup>	557.13
Topsoil	0.10 gal/yd <sup>3</sup>	613.02, 613.03

**Notes:**

1. In accordance with the specification, the index value for the fuel price adjustment is the average posted price for the month of bid letting.
2. Quality Adjustment Items (402/502/608) are not eligible for fuel price adjustment.

\* Item Number: This is the contract pay item number (M is omitted in the table) under which these materials are most frequently paid. Unless indicated otherwise, materials similar to those indicated under the column entitled "Material Description" are also eligible for adjustment using the factor listed for a similar material with the same pay units regardless of the actual contract pay item number. Contact the Regional Materials Engineer with any questions regarding applicability of contract pay items that are not listed.

t = metric ton = 1,000 kg

## **SPECIAL NOTE**

### **HISTOPLASMOSIS**

This note contains policy and procedures for working in areas where pigeons have nested, usually for long periods. It is based on New York State Department of Transportation Safety Bulletin SB-94-4. Such conditions are often found in bridge structures and cold storage facilities. This nesting results in a substantial build-up of pigeon droppings, a condition which can be harmful to humans if the material is disturbed and made airborne.

Histoplasmosis is a fungal infection resulting from exposure to pigeon droppings. Infectious material enters the body usually by inhalation into the lungs, but in some cases by ingestion through the mouth into the gastrointestinal tract. Pigeons do not carry the organism that causes histoplasmosis. Histoplasmosis is caused by soil organism that requires the moist, nutrient rich environment that large masses of droppings offer. Areas with small amounts of dried droppings pose minimal hazard.

This note is intended to alert the contractor of this potential health hazard and establish procedures to minimize exposure.

### **PROCEDURES**

Prior to work in any area where pigeons nest, a thorough inspection should be made to determine if, and to what extent there is a build-up of material. Inspection itself requires minimum precautions such as the use of personal protective equipment, which may include gloves, rubber boots, rain suit components, goggles and a dust/nuisance respirator. Questions regarding proper equipment for this activity should be directed to the Regional Safety Representative or Employee Safety & Health Section.

If substantial material is found in the immediate work area, cleaning must be performed. Employees engaged in cleaning activity shall wear all of the personal protective equipment specified above. A high powered water hose is an effective means to remove material. If the material is to be scraped away, it must be kept wet during the entire process. Application of a cleaning agent (bleach, for example), before removal may help dissolve the material, and may be applied as a disinfectant upon the affected surfaces after the droppings have been removed. Compressed air shall not be used to remove pigeon droppings because it increases the potential for inhalation and ingestion of airborne particles and the area of potential exposure.

When cleaning has been successfully completed, the personal protective equipment specified above is no longer required. All other personal protective equipment appropriate for the task and/or location shall be used, such as fall protection, hard hat, etc.

Employees engaged in cleaning, or any other activity which involves exposure to pigeon droppings, should observe a high degree of personal hygiene, even if the exposure is casual. Special care must be taken to wash hands thoroughly before eating or smoking.

# **Technical Specifications**

## **ITEM 555.72010001 - ARCHITECTURAL TREATMENT OF CONCRETE SURFACES**

### **DESCRIPTION**

This work shall consist of building specific or using augmented standard forms to produce architectural patterns within or on concrete surfaces in conformance with the patterns specified and at the locations indicated on the plans.

### **MATERIALS**

Any standard plywood or steel concrete forms meeting the requirements of this subsection will be acceptable. The augmented or custom constructed forms shall consist of material that will:

1. Produce the pattern required by the plans.
2. Be composed of a material(s) that will not bond to concrete.
3. Be attachable to standard plywood, or steel, concrete forms, such that no distortion, or stray markings, occur within the concrete surfaces.
4. Result in a smooth unblemished finished surface.

Form material will be acceptable at the work site upon written certification that the requirements of this subsection have been met.

### **CONSTRUCTION DETAILS**

The requirements of subsection 555-3.03 shall apply.

All forms attached to standard forms or any custom forms used to produce the architectural patterns shall be such that no distortion or stray markings occur within concrete surfaces exposed to view.

Prior to concrete placement, special care shall be taken after installation to ensure that all form surfaces are thoroughly clean of all stray material of any nature. No concrete shall be placed prior to the Engineer's inspection and approval of form surfaces.

After form work removal, the Engineer will inspect architecturally patterned concrete surfaces. All such surfaces which do not exhibit the required architectural pattern shall be repaired in a manner satisfactory to the Engineer at no cost to the State. The repair shall match the concrete surface. Concrete repair material, if used, shall meet the requirements of Subsection 701-04. Repair work shall be at the Contractor's expense.

### **METHOD OF MEASUREMENT**

The work will be measured as the number of square feet of architecturally patterned concrete produced. Measurement will be taken as the horizontal or vertical plane projection of the architecturally patterned concrete. No measurement will be taken of actual concrete surfaces. Structural Concrete will be paid under a separate item.

### **BASIS OF PAYMENT**

The unit price bid per square foot shall include the cost of all labor, material, and equipment necessary to complete the work.



## **ITEM 568.80010010 - ORNAMENTAL PEDESTRIAN RAILING**

### **DESCRIPTION**

Work shall consist of furnishing and installing new ornamental pedestrian railing in accordance with the Contract Drawings.

### **MATERIALS**

Materials required for this work shall comply with Section 568 of the Standard Specifications, unless otherwise noted in the Plans or modified herein. The Contractor's attention is also directed to Subsection 106-01, Source of Supply and Quality Requirements, with regard to advising Departmental representatives of the sources of proposed materials.

### **CONSTRUCTION DETAILS**

All work, including, but not limited to fabrication, inspection, transportation and installation of ornamental pedestrian railing shall be done in accordance with provisions of the New York State Steel Construction Manual and Section 568 of the Standard Specifications.

Paint color shall be as shown in the Plans.

Railing posts shall be set plumb and be fastened in accordance with the Plans.

### **METHOD OF MEASUREMENT**

Work shall be measured as the number of linear feet of ornamental pedestrian railing furnished and installed. Measurement shall be taken along the longitudinal centerline of railing post.

### **BASIS OF PAYMENT**

Unit price bid per linear foot of ornamental pedestrian railing shall include the cost of furnishing all labor, equipment and materials necessary to complete the work. All anchor bolts, base plates, shims, washers, rails and pickets shall also be included in the price bid.

No payment shall be made for those railing pieces, which are replacements for those railing pieces that have been rejected.

Progress payments will be made when the railing is erected in accordance with the contract documents as specified in the New York State Steel Construction Manual. Payment will be made at the unit bid price for 70% of the quantity erected. The balance of the quantity will be paid for upon proper completion of the work.

## **ITEM 595.5000018 – 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 conforming to §705-07 Premoulded Resilient Joint Filler.
2. On horizontal surfaces,

## **ITEM 595.50000018 – SHEET-APPLIED WATERPROOFING MEMBRANE**

- 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 627.50140008 - CUTTING PAVEMENT**

### **DESCRIPTION**

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

### **MATERIALS**

None specified.

### **CONSTRUCTION DETAILS**

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

### **METHOD OF MEASUREMENT**

The quantity to be measured will be the number of feet of pavement cutting satisfactorily completed.

### **BASIS OF PAYMENT**

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

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items

PROJECT MANAGER

CHECK

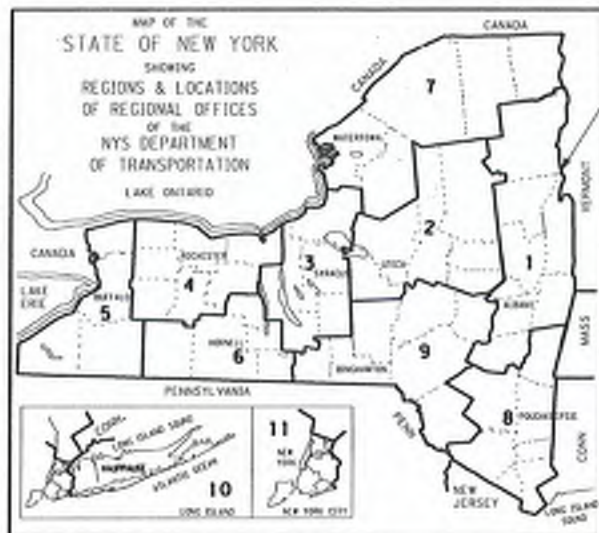
DRAFTING

CHECK

DESIGN

JOB MANAGER

DESIGN SUPERVISOR



PROJECT LOCATION



ESSEX COUNTY  
DEPARTMENT OF PUBLIC WORKS

D033490

PIN 1757.60

BRIDGE REPLACEMENT

BIN 3-30252-0  
ELK DRIVE (TOWER AVENUE) BRIDGE  
OVER THE LACHUTE RIVER

TOWN OF TICONDEROGA

ESSEX COUNTY

THE LATEST REVISIONS OF THE NYS DOT STANDARD SHEETS, 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 SHEETS UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.

ALL WORK CONTEMPLATED UNDER THIS CONTRACT IS TO BE COVERED BY, AND IN CONFORMITY WITH, THE NYS DOT STANDARD SPECIFICATIONS (AS CUSTOMARY UNITS) OF MAY 1, 2008, INCLUDING ALL AMENDMENTS UP TO THE DATE OF THE CONTRACT'S BID ADVERTISEMENT, EXCEPT AS MODIFIED ON THESE PLANS AND IN THE ITEMIZED PROPOSAL.

CONTRACT PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH NYS DOT POLICIES AND GUIDELINES AND THE FINAL DESIGN APPROVAL REQUEST MEMORANDUM BY ESSEX COUNTY.

PREPARED AND RECOMMENDED BY:



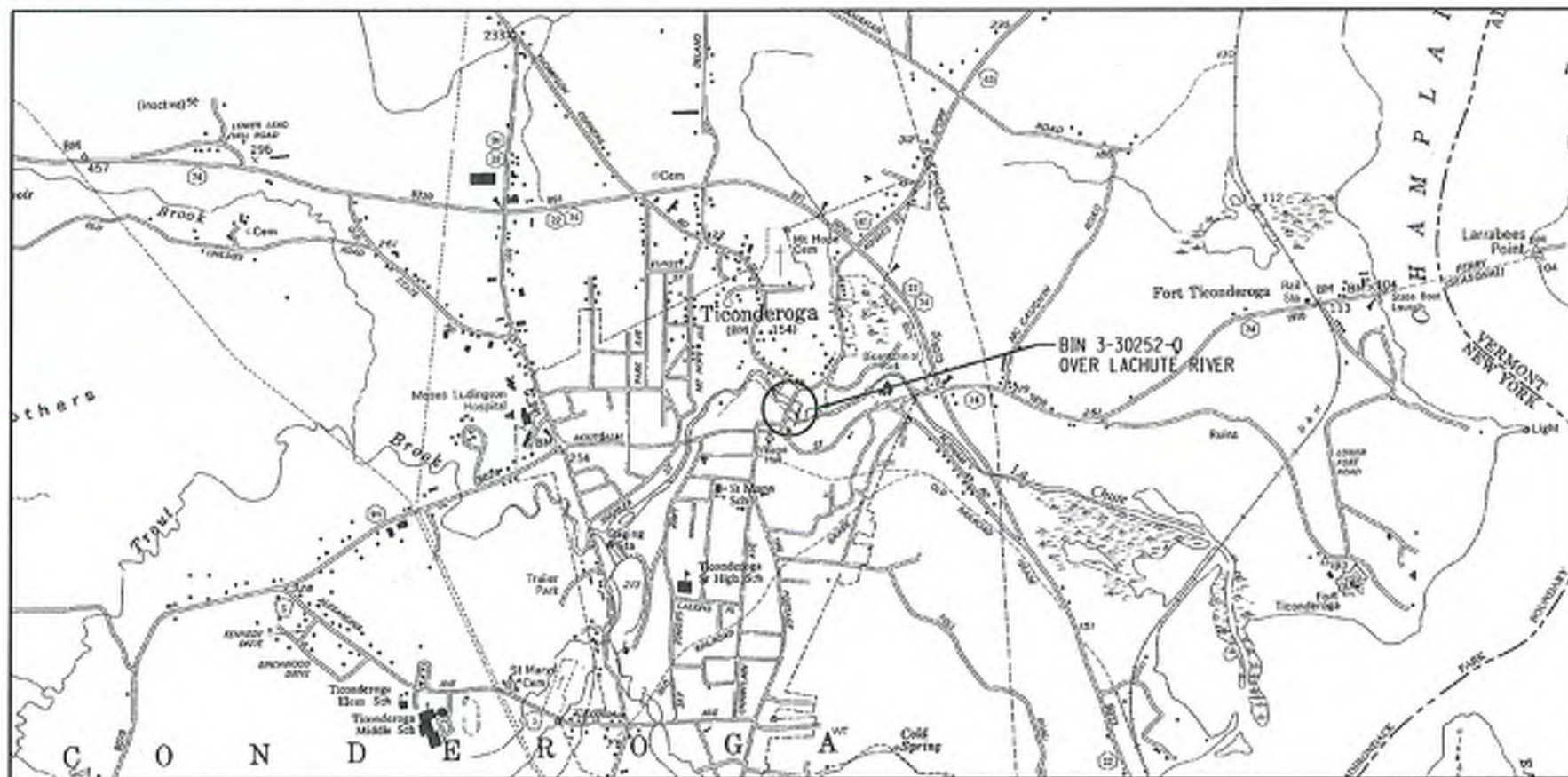
*John P. Simkulet*  
JOHN P. SIMKULET, P.E., BRIDGE DESIGN  
ASSISTANT VICE PRESIDENT

*Christopher C. Dornell*  
CHRISTOPHER C. DORNELL, P.E., HIGHWAY DESIGN  
ASSISTANT VICE PRESIDENT

*Fred C. Mastroianni*  
FRED C. MASTROIANNI, P.E., QA/QC  
VICE PRESIDENT

**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS  
80 WOLF ROAD, SUITE 300  
ALBANY, NY 12205

CONTRACTOR'S NAME \_\_\_\_\_  
AWARD DATE \_\_\_\_\_  
COMPLETION DATE \_\_\_\_\_  
FINAL ACCEPTANCE DATE \_\_\_\_\_  
ENGINEER IN CHARGE \_\_\_\_\_  
FINAL COST TOTAL \_\_\_\_\_



PROJECT LOCATION

NOT TO SCALE

RECOMMENDED BY

*Randall T. Douglas*  
RANDALL T. DOUGLAS  
CHAIRMAN, ESSEX COUNTY

11-25-13  
DATE

RECOMMENDED BY

*Daniel L. Palmer*  
DANIEL L. PALMER  
COUNTY MANAGER, ESSEX COUNTY

DATE

APPROVED BY

*Anthony J. Lavigne*  
ANTHONY J. LAVIGNE  
SUPERINTENDENT, ESSEX COUNTY  
DEPARTMENT OF PUBLIC WORKS

DATE

11-25-13

REPLACEMENT OF THE ELK DRIVE

(TOWER AVENUE) BRIDGE

ELK DRIVE (TOWER AVENUE) OVER LACHUTE RIVER

TOWN OF TICONDEROGA

ESSEX COUNTY

FED. ROAD REG. NO.	STATE	SHEET NO.
1	N.Y.	1

CAPITAL PROJECT  
IDENTIFICATION NO. 1757.60

INDEX ON SHEET NO. 2

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/AM  
 DESIGN CC/DT  
 JOB MANAGER CC/S  
 DESIGN SUPERVISOR FM

ALIGNMENT	
ABBR.	DESCRIPTION
AH	AHEAD
AZ	AZIMUTH
BK	BACK
b	BASELINE
BRG	BEARING
c	CENTERLINE
CS	CURVE TO SPIRAL
e	SUPERELEVATION RATE (CROSS SLOPE)
EQ	EQUALITY
EXT	EXTERNAL
HCL	HORIZONTAL CONTROL LINE
HSD	HEADLIGHT SIGHT DISTANCE
L	LENGTH OF CIRCULAR CURVE
LS	LENGTH OF SPIRAL
LVC	LENGTH OF VERTICAL CURVE
E	CENTER CORRECTION OF VERTICAL CURVE
f	MAIN LINE
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
PDL	POINT ON LINE
PSO	PASSING SIGHT DISTANCE
PT	POINT OF TANGENT
PVC	POINT OF VERTICAL CURVE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENT
R	RADIUS
SC	SPIRAL TO CURVE
SSD	STOPPING SIGHT DISTANCE
ST	SPIRAL TO TANGENT
STA	STATION
T	TANGENT LENGTH
TGL	THEORETICAL GRADE LINE
TS	TANGENT TO SPIRAL
VC	VERTICAL CURVE

TOPOGRAPHY (DRAINAGE)	
ABBR.	DESCRIPTION
BB	BOTTOM OF BANK (STREAM)
BC	BOTTOM OF CURB
BD	BOTTOM OF OPENING
CAP	CORRUGATED ALUMINUM PIPE
CB	CATCH BASIN
CIP	CAST IRON PIPE
c STRM	CENTERLINE OF STREAM
CMP	CORRUGATED METAL PIPE
CP	CONCRETE PIPE
CSP	CORRUGATED STEEL PIPE
CULV	CULVERT
OIA	DIAMETER
OMH	DRAINAGE MANHOLE
DS	DRAINAGE STRUCTURE PIPE
O'XING	DITCH CROSSING
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

TOPOGRAPHY (MISCELLANEOUS)	
ABBR.	DESCRIPTION
ABUT	ABUTMENT
ADBE	AS ORDERED BY ENGINEER
ASPH	ASPHALT
BDY	BOUNDARY
BLDG	BUILDING
BM	BENCH MARK
CC	CENTER TO CENTER
CONC	CONCRETE
CONST	CONSTRUCTION
CR	COUNTY ROAD
D	DEED DISTANCE
DM	DIRECT MEASUREMENT
DWY	DRIVEWAY
EP	EDGE OF PAVEMENT
ES	EDGE OF SHOULDER
FEE	FEE ACQUISITION
FEE WO/A	FEE ACQUISITION WITHOUT ACCESS
FP	FENCE POST
FD	FOUNDATION
EL	FENCE LINE
GAR	GARAGE
GR	GRAVEL
HO	HOUSE
HWY	HIGHWAY
IP	IRON PIN OR IRON PIPE
MB	MAILBOX
MON	MONUMENT
N&W	NAIL AND WASHER
DG	ORIGINAL GROUND
D/H	OVERHEAD
P	PARCEL
PAY'T	PAVEMENT
PE	PERMANENT EASEMENT
PEO POLE	PEDESTRIAN POLE
P	PROPERTY LINE
POR	PORCH
RR	RAILROAD
RTE	ROUTE
RDW	RIGHT OF WAY
RW	RETAINING WALL
SH	STATE HIGHWAY
SHLDR	SHOULDER
SPK	SPIKE
ST	STREET
STK	STAKE
STY	STORY
SW	SIDEWALK
TE	TEMPORARY EASEMENT
TO	TEMPORARY OCCUPANCY
U/G	UNDERGROUND
WW	WING WALL

UTILITIES	
ABBR.	DESCRIPTION
E	ELECTRIC
EMH	ELECTRIC MANHOLE
G	GAS
GP	GUY POLE
GSB	GAS SERVICE BOX (HOUSE LINE)
GV	GAS VALVE (MAIN LINE)
HYD	HYDRANT
LP	LIGHT POLE
LPG	LOW PRESSURE GAS
PP	POWER POLE
SA	SANITARY SEWER
SMH	SANITARY MANHOLE
ST	STORM SEWER
T	TELEPHONE
TCB	TRAFFIC CONTROL BOX
TELBOX	TELEPHONE BOX
TEL P	TELEPHONE POLE
TMH	TELEPHONE MANHOLE
CTV	CABLE TELEVISION
W	WATER
WSB	WATER SERVICE BOX (HOUSE LINE)
WV	WATER VALVE (MAIN LINE)

SUBSURFACE EXPLORATION	
ABBR.	DESCRIPTION
REPLACE ABBREVIATION "AB" WITH:	
AH	HAND AUGER
CP	CONE PENETROMETER
DA	60 mm CASED DRILL HOLE
DM	DRILLING MUO
DN	100 mm CASED DRILL HOLE
FH	HOLLOW FLIGHT AUGER
PA	POWER AUGER
PH	PROBE
PT	PERCOLATION TEST HOLE
RP	25 mm SAMPLER (RETRACTABLE PLUG)
TO BE DEFINED AT THE TIME OF EXPLORATION	
SP	SEISMIC POINT
TP	TEST PIT

ABBREVIATION "C" IN CATEGORIES: DA, DM, DN, AND FH WITH:	
B	BRIDGE
C	CUT
D	DAM
E	FILL
K	CULVERT
W	WALL
X	TO BE USED IF ONE OF THE ABOVE CANNOT BE DEFINED AT THE TIME THE EXPLORATION IS MADE

INDEX		TOTAL NUMBER OF SHEETS	75
SHEET NUMBER	DESCRIPTION	DRAWING NUMBER	
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9	BASELINE TIES	BLT-1	
10	HORIZONTAL CONTROL PLAN	HCP-1	
11	GENERAL HIGHWAY NOTES	GNN-1	
12-14	WORK ZONE TRAFFIC CONTROL	TCP-1 TO TCP-3	
15	MAINTENANCE JURISDICTION PLAN AND TABLE	MJP-1	
16-17	GENERAL PLANS	GNP-1 TO GNP-2	
18-20	GENERAL PROFILES	PRO-1 TO PRO-3	
21-22	MISCELLANEOUS DETAILS AND TABLES	MD-1 TO MD-2	
23	EROSION AND SEDIMENT CONTROL NOTES	ECN-1	
24-30	WATER MAIN MODIFICATIONS	WA-1 TO WA-7	
31-32	SIGNING AND PAVEMENT MARKING PLANS	SGP-1 TO SGP-2	
33	SIGN DATA SHEET	SDS-1	
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36	EXISTING BRIDGE PLAN & ELEVATION	ST-1	
37	EXISTING BRIDGE TYPICAL SECTION	ST-2	
38	PROPOSED BRIDGE PLAN & ELEVATION	ST-3	
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40	GENERAL NOTES	ST-5	
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60	ARCHITECTURAL DETAILS	ST-25	
61	REINFORCED CONCRETE SPAN UNIT DETAILS	ST-26	
62	MISCELLANEOUS DETAILS	ST-27	
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71-73	BAR LIST	ST-36 TO ST-38	
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AS-BUILT REVISIONS  
 DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE,  
 OVER THE LAGHUTE RIVER  
 TOWN OF TICONDEROGA  
 COUNTY: ESSEX      DATE: DECEMBER 2013

PIN 1757-60

BRIDGES  
 3-30252-0

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

CONTRACT NUMBER  
 D033490

INDEX AND ABBREVIATIONS

DRAWING NO. IND-1  
 SHEET NO. 2 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 17576D.CPH\_IND-1

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/NH  
 DESIGN CC/DT  
 JOB MANAGER CC/S  
 DESIGN SUPERVISOR FM

ALIGNMENT			LANDSCAPE			ROADWAY			UTILITIES		
STYLE	NAME	DESCRIPTION	STYLE	NAME	DESCRIPTION	STYLE	NAME	DESCRIPTION	STYLE	NAME	DESCRIPTION
	AC	CONTROL (CENTERLINE)		LABL	AREA, BRUSH LINE		CZ	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
<b>BRIDGE</b>				LAWA	AREA, WOODED AREA OUTLINE		RGM	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		RGCN	GUIDE RAIL, CONCRETE BARRIER		UEO	ELECTRIC LINE, OVERHEAD
<b>CONTROL</b>				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		RGMN	GUIDE RAIL, W BEAM, MEDIAN		UFO	FIBER OPTIC, UNDERGROUND
<b>DRAINAGE</b>				LTRD	TREE ROW, DECIDUOUS		RPB	PARKING BUMPER		UFOH	FIBER OPTIC, HANGING
	DCP	CULVERT PIPE		LWH	WALL, H PILE		RRC	RAIL ROAD, CATENARY		UG	GAS, UNDERGROUND
	DCP_P	CULVERT PIPE (DIR)		LWR	WALL, RETAINING		RRER	RAIL ROAD, 3RD RAIL		UGH	GAS, HANGING
	DDG_P	DITCH, GRASS LINED		LWS	WALL, STONE		RRPLS_P	RAIL, PHOTO, LARGE SCALE		UGO	GAS, OVERHEAD
	DDP_P	DITCH, PAVED INVERT	<b>ROW MAPPING</b>				RRPSS	RAIL, PHOTO, SMALL SCALE		UIC	GAS, UNDERGROUND
	DDS_P	DITCH, STONE LINED		MDL	DEED LINE		RRS	RUMBLE STRIP		UICN	GAS, HANGING
	DFL_P	FLOW LINE		MEE	EASEMENT, EXISTING		RRSLS_P	RAIL, SURVEY, LARGE SCALE		UICG	GAS, OVERHEAD
	DSSD	SLOTTED DRAIN		MEP_P	EASEMENT, PERMANENT		RRSLS_P	RAIL, SURVEY, SMALL SCALE		UICN	INFORM CABLE, UNDERGROUND
<b>ENVIRONMENTAL</b>				MEPA_P	EASEMENT, PERMANENT, APPROX.		RRS	RUMBLE STRIP		UICN	INFORM CABLE, HANGING
	EBLHS	BALE, STRAW		MET_P	EASEMENT, TEMPORARY		SBLB	BILLBOARDS		UICN	INFORM CABLE, HANGING
	ECT	CURTAIN, TURBIDITY		META_P	EASEMENT, TEMPORARY, APPROX.		SM	MULTIPLE POST		UICN	INFORM CABLE, HANGING
	EDMC	DAM, COFFER TYPE		MF_P	FEE ACQUISITION, W/ ACCESS		SSO	STRUCTURE, OVERHEAD		UICN	INFORM CABLE, HANGING
	EDMEC_P	DAM, EARTHEN, CHECK		MFA_P	FEE ACQUISITION, APPROXIMATE		SSOC	STRUCTURE, OVHD, CANTILEVER		UICN	INFORM CABLE, HANGING
	EDMPC_P	DAM, PREFAB, CHECK		MFS_P	FEE ACQUISITION, SHAPE	<b>STRIPING</b>				UPGW	POLE, GUY WIRE
	EDMSC_P	DAM, STONE, CHECK		MFWOA_P	FEE ACQUISITION, W/O ACCESS		STB	BROKEN LINE		USA	SANITARY SEWER, UNDERGROUND
	EFNS	FENCE, SILT		MHA	HISTORICAL, ACQUISITION		STDB	DOUBLE BROKEN LINE		USAH	SANITARY SEWER, HANGING
	EFNSV	FENCE, SILT & VEGETATION		MHB	HIGHWAY BOUNDARY		STDL	DOTTED LINE LONG		USAF	SANITARY SEWER, FORCE MAIN, UGND
	EFNVS	FENCE, SILT & VEGETATION		MHBW	HWY BOUNDARY, FACE OF WALL		STDS	DOTTED LINE SHORT		USAFH	SANITARY SEWER, FORCE MAIN, HANG
	EFNVS	FENCE, SILT & VEGETATION		MHBWOA	HIGHWAY BOUNDARY, W/O ACCESS		STFB	FULL BARRIER LINE		UT	TELEPHONE, UNDERGROUND
	EFNVS	FENCE, SILT & VEGETATION		MJC	JURISDICTION, CITY		STH	HATCH LINE		UTH	TELEPHONE, HANGING
	EFNVS	FENCE, SILT & VEGETATION		MJC	JURISDICTION, COUNTY		STPB	PARTIAL BARRIER LINE		UTO	TELEPHONE, OVERHEAD
	EFNVS	FENCE, SILT & VEGETATION		MJHD	JURISDICTION, HISTORIC DISTRICT		STRCT	ROUNDABOUT, CAT TRACKS		UTV	CABLE TV, UNDERGROUND
	EFNVS	FENCE, SILT & VEGETATION		MJLL	JURIS., (GREAT, MILITARY) LOT LINE		STRYL	ROUNDABOUT, YIELD LINE		UTVH	CABLE TV, HANGING
	EFNVS	FENCE, SILT & VEGETATION		MJN	JURISDICTION, NATION		STSB	STOP BAR		UTVO	CABLE TV, OVERHEAD
	EFNVS	FENCE, SILT & VEGETATION		MJPB	JURISDICTION, PUBLIC LANDS		STSE	SOLID, EDGE		ULU	UNKNOWN, UNDERGROUND
	EFNVS	FENCE, SILT & VEGETATION		MJPS	JURISDICTION, STATE		STXL	X WALK, LADDER LINE		ULUH	UNKNOWN, HANGING
	EFNVS	FENCE, SILT & VEGETATION		MJT	JURISDICTION, TOWN		TCSW	SIGNAL, SPAN WIRE		ULUD	UNKNOWN, OVERHEAD
	EFNVS	FENCE, SILT & VEGETATION		MJV	JURISDICTION, VILLAGE	<b>TRAFFIC CONTROL</b>				UWH	WATER LINE, HANGING
	EFNVS	FENCE, SILT & VEGETATION		MPL	PROPERTY LOT LINE	<b>TRAFFIC WORK ZONE</b>				UWO	WATER LINE, OVERHEAD
	EFNVS	FENCE, SILT & VEGETATION		MPLA	PROPERTY LOT LINE, APPROXIMATE		TWZBT_P	BARRIER, TEMPORARY			
	EFNVS	FENCE, SILT & VEGETATION		MSL	SUB LOT LINE		TWZBTWL_P	BARRIER, TEMPORARY, W/ WARNING LIGHTS			
	EFNVS	FENCE, SILT & VEGETATION					TWZCD_P	CHANNELIZING DEVICE			
	EFNVS	FENCE, SILT & VEGETATION					TWZPMRC_P	PAVEMENT MARKING REMOVAL OR COVERING			

- NOTES**
- THE LEGEND ILLUSTRATES MAPPING FEATURES (EXISTING AND PROPOSED).
  - FEATURES ARE SHOWN AS EITHER LINEAR (ROADWAY GUIDE RAIL, 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 SYMBOLOLOGY IS IDENTICAL TO EXISTING FEATURE SYMBOLOLOGY EXCLUDING LINE WEIGHT. LINE WEIGHT FOR PROPOSED FEATURES IS THICKER (0.40 MM ON B SIZE DRAWINGS).
  - MAPPING FEATURES NOT INCLUDED ON THE LEGEND SHEET DO NOT HAVE A UNIQUE SYMBOLOLOGY (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 ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (LOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490	 DRAWING NO. LEG-1 SHEET NO. 3 OF 75
	COUNTY: ESSEX      DATE: DECEMBER 2013				LEGEND		



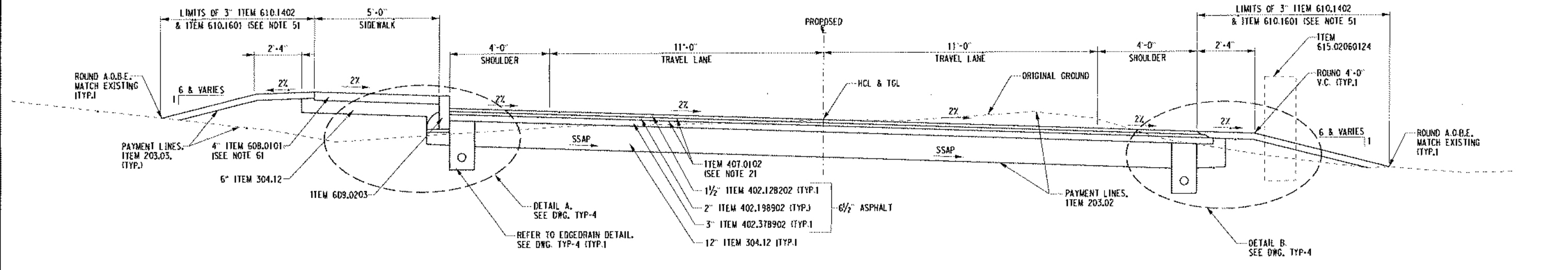
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, 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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPH.LEG-1



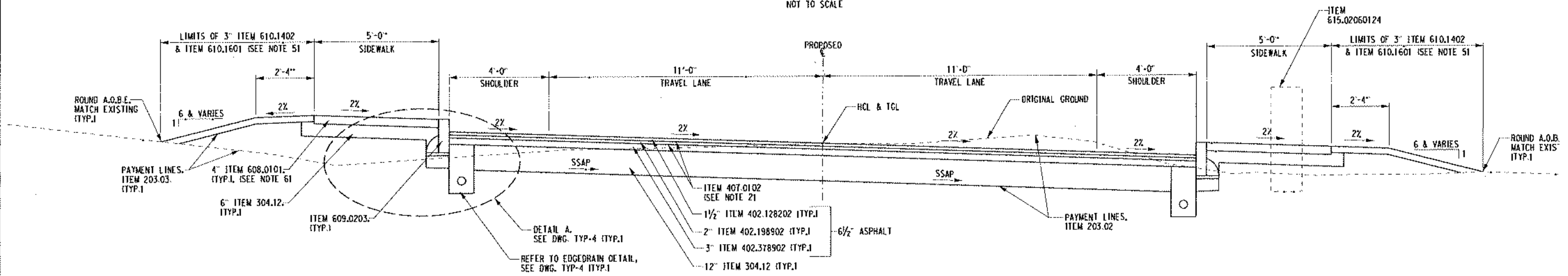


PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/AM  
 DESIGN CC/DT  
 JOB MANAGER CC/JJS  
 DESIGN SUPERVISOR FM



**PROPOSED ELK DRIVE RECONSTRUCTION SECTION**

STA. ED 1+35± TO STA. ED 2+44±  
 STA. ED 3+08± TO STA. ED 3+49±  
 STA. ED 3+73± TO STA. ED 5+25.80±  
 STA. ED 6+38.80± TO STA. ED 8+27±  
 NOT TO SCALE



**PROPOSED ELK DRIVE RECONSTRUCTION SECTION**

STA. ED 3+49± TO STA. ED 3+73±  
 STA. ED 8+27± TO STA. ED 8+68±  
 NOT TO SCALE

AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 ON:



**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

ITEM	DESCRIPTION	UNIT	ITEM	DESCRIPTION	UNIT
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	609.0203	STONE CURB, GRANITE, (TYPE C)	LF
203.03	EMBANKMENT IN PLACE	CY	610.1402	TOPSOIL - ROADSIDE	CY
304.12	SUBBASE COURSE, TYPE 2	CY	610.1601	TURF ESTABLISHMENT - ROADSIDE	SY
402.128202	12.5 F2 TOP COURSE HMA, 80 SERIES COMPACTION	TON	615.02060124	REMOVE, STORE, AND RESET LANDSCAPE APPURTENANCES	EA
402.128212	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.128202	QU			
402.198902	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	TON			
402.198912	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.198902	QU			
402.378902	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION	TON			
402.378912	PLANT PRODUCTION QUALITY ADJUSTMENT 402.378902	QU			
407.0102	DILUTED TACK COAT	GAL			
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY			

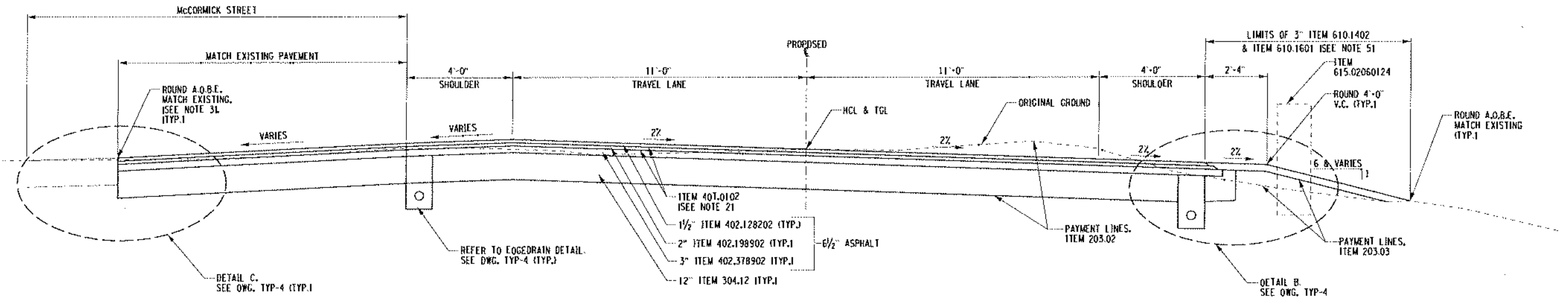
- NOTES:
- SSAP DENOTES SAME SLOPE AS PAVEMENT.
  - REFER TO NYSDOT SECTION 407 FOR APPLICATION RATE.
  - ANY DAMAGE TO THE EXISTING PAVEMENT OUTSIDE OF THE PROPOSED PROJECT LIMITS SHALL BE REPLACED IN-KIND BY THE CONTRACTOR AT OWN EXPENSE.
  - SEE PRO DWGS. FOR PAVEMENT CROSS SLOPE, SHOULDER SLOPE TO MATCH WITH TRAVEL LANE SLOPE ON LOW SIDE OF BANKING.
  - TOPSOIL AND ESTABLISHING TURF SHALL BE PROVIDED FOR ALL DISTURBED GROUND AREAS.
  - AT DRIVEWAYS, DEPTH OF ITEM 608.0101 SHALL BE 6".
  - REFER TO DWG. TYP-4 FOR ADDITIONAL SECTION DETAILS.

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE OVER THE LACHUTE RIVER TOWN OF TICONDEROGA	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490	DRAWING NO. TYP-1
	COUNTY: ESSEX	DATE: DECEMBER 2013			TYPICAL SECTIONS		SHEET NO. 5 OF 75

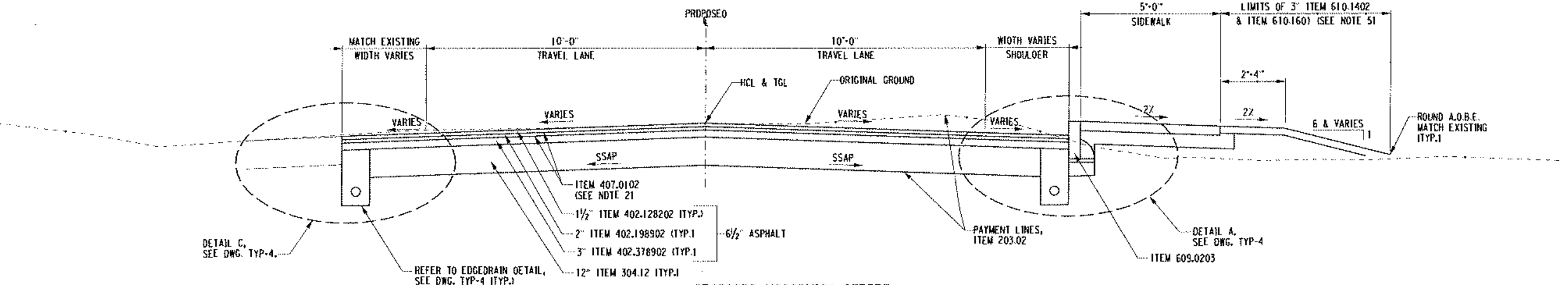
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, 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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760\_CPH\_TYP-1

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/AH  
 DESIGN CC/DT  
 JOB MANAGER CC/JJS  
 DESIGN SUPERVISOR FM



**PROPOSED ELK DRIVE RECONSTRUCTION SECTION**  
 STA. ED 2+44+ TO STA. ED 3+08+  
 NOT TO SCALE



**PROPOSED MCCORMICK STREET RECONSTRUCTION SECTION**  
 STA. MC 1+11+ TO STA. MC 1+42+  
 NOT TO SCALE

AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 ON:



**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

ITEM	DESCRIPTION	UNIT	ITEM	DESCRIPTION	UNIT
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY
203.03	EMBANKMENT IN PLACE	CY	609.0203	STONE CURB, GRANITE (TYPE C1)	LF
203.24000015	SHOULDER BACKUP MATERIAL	TON	610.1402	TOPSOIL - ROADSIDE	CY
304.12	SUBBASE COURSE, TYPE 2	CY	610.1601	TURF ESTABLISHMENT - ROADSIDE	SY
402.128202	12.5 F2 TOP COURSE HMA, 80 SERIES COMPACTION	TON	615.02060124	REMOVE, STORE, AND RESET LANDSCAPE APPURTENANCES	EA
402.128212	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.128202	QU			
402.198902	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	TON			
402.198912	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.198902	QU			
402.378902	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION	TON			
402.378912	PLANT PRODUCTION QUALITY ADJUSTMENT 402.378902	QU			
407.0102	DILUTE TACK COAT	CAL			
490.30	MISCELLANEOUS COLO MILLING OF BITUMINOUS CONCRETE	SY			

NOTES:  
 1. SSAP DENOTES SAME SLOPE AS PAVEMENT.  
 2. REFER TO NYSDDT SECTION 407 FOR APPLICATION RATE.  
 3. ANY DAMAGE TO THE EXISTING PAVEMENT OUTSIDE OF THE PROPOSED PROJECT LIMITS SHALL BE REPLACED IN-KIND BY THE CONTRACTOR AT OWN EXPENSE.  
 4. SEE PRO OWGS. FOR PAVEMENT CROSS SLOPE. SHOULDER SLOPE TO MATCH WITH TRAVEL LANE SLOPE ON LOW SIDE OF BANKING.  
 5. TDPSDIL AND ESTABLISHING TURF SHALL BE PROVIDED FOR ALL DISTURBED GROUND AREAS.  
 6. AT DRIVEWAYS, DEPTH OF ITEM 608.0101 SHALL BE 6".  
 7. REFER TO DWG. TYP-4 FOR ADDITIONAL SECTION DETAILS.

AS-BUILT REVISIONS  
 DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE,  
 OVER THE LACHUTE RIVER  
 TOWN OF TICONDEROGA  
 COUNTY: ESSEX DATE: DECEMBER 2013

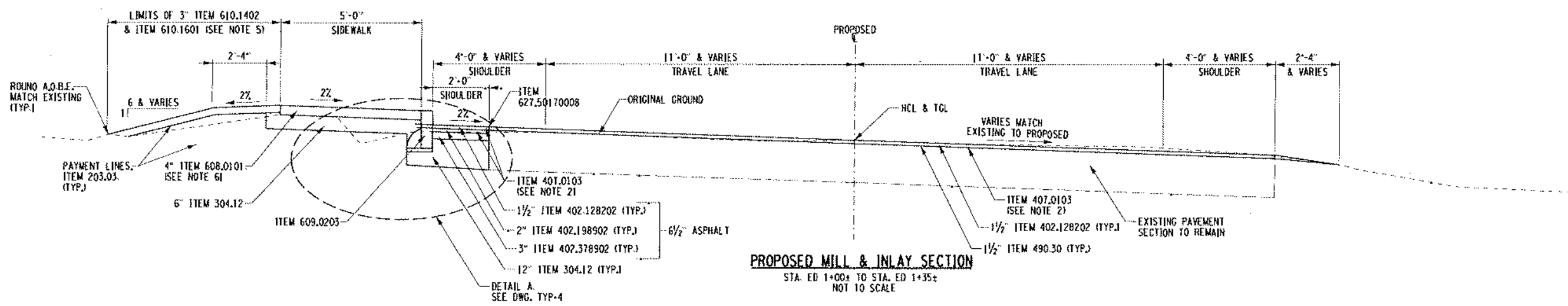
PIN 1757.60  
 BRIDGES 3-30252-D  
 CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED  
 CONTRACT NUMBER D033490  
 DRAWING NO. TYP-2  
 SHEET NO. 6 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPH.TYP-2

PROJECT MANAGER CC  
 CHECK CC/DI  
 DRAFTING FC  
 CHECK JT/AH  
 DESIGN CC/DI  
 JOB MANAGER CC/SJ  
 DESIGN SUPERVISOR FM



ITEM	DESCRIPTION	UNIT	ITEM	DESCRIPTION	UNIT	NOTES:
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	609.0203	STONE CURB, GRANITE (TYP. C)	LF	1. SSAP DENOTES SAME SLOPE AS PAVEMENT. 2. REFER TO NYS DOT SECTION 407 FOR APPLICATION RATE. 3. ANY DAMAGE TO THE EXISTING PAYEMENT OUTSIDE OF THE PROPOSED PROJECT LIMITS SHALL BE REPLACED IN-KIND BY THE CONTRACTOR AT OWN EXPENSE. 4. SEE PRO DWGS. FOR PAVEMENT CROSS SLOPE, SHOULDER SLOPE TO MATCH WITH TRAVEL LANE SLOPE ON LOW SIDE OF BANKING. 5. TOPSOIL AND ESTABLISHING TURF SHALL BE PROVIDED FOR ALL DISTURBED GROUND AREAS. 6. AT DRIVEWAYS, DEPTH OF ITEM 608.0101 SHALL BE 6". 7. REFER TO DWG. TYP-4 FOR ADDITIONAL SECTION DETAILS.
203.03	EMBANKMENT IN PLACE	CY	610.1402	TOPSOIL - ROADSIDE	CY	
304.12	SUBBASE COURSE, TYPE 2	CY	610.1601	TURF ESTABLISHMENT- ROADSIDE	SY	
402.128202	12.5 F2 TOP COURSE HMA, 80 SERIES COMPACTION	TON	627.50140008	CUTTING PAVEMENT	LF	
402.128212	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.128202	QU				
402.198902	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	TON				
402.198912	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.198902	QU				
402.378902	31.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION	TON				
402.378912	PLANT PRODUCTION QUALITY ADJUSTMENT 402.378902	QU				
401.0103	STRAIGHT TACK COAT	GAL				
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY				



**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490	DRAWING NO. TYP-3	SHEET NO. 7 OF 75
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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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPH.TYP-3

PROJECT MANAGER CC

CHECK CC/DT

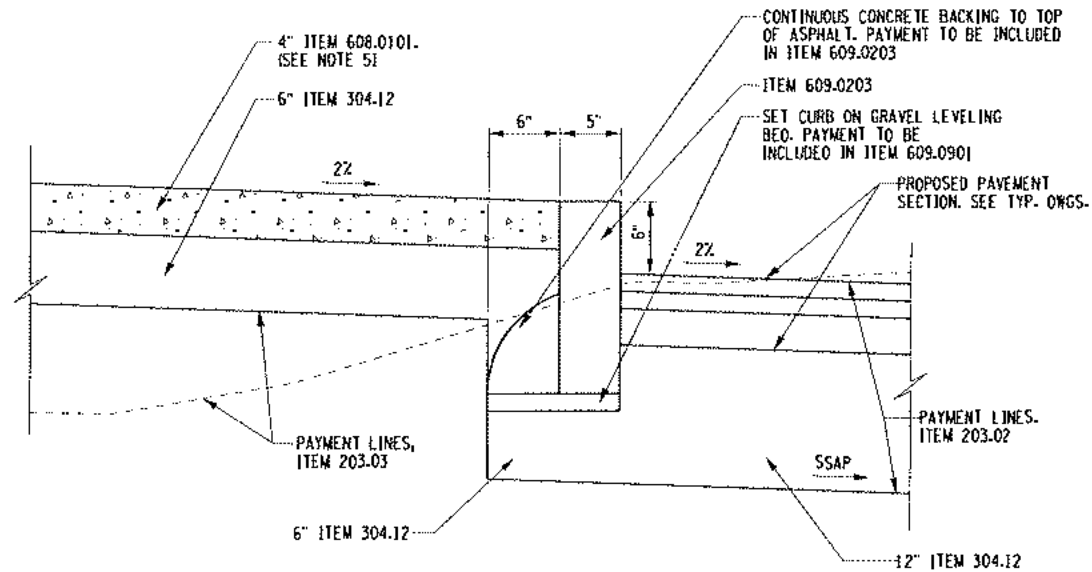
DRAFTING FC

CHECK JT/MA

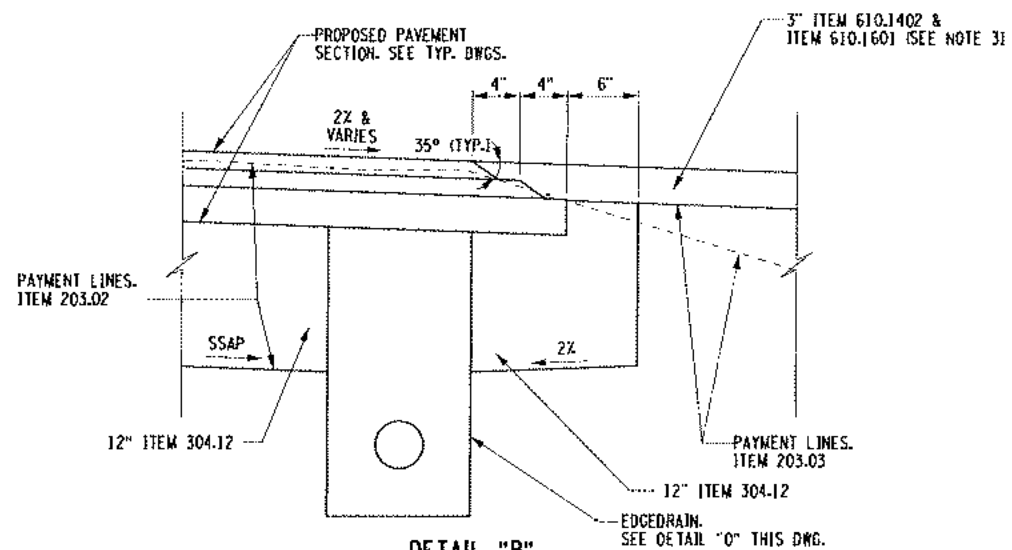
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JOB MANAGER CC/S

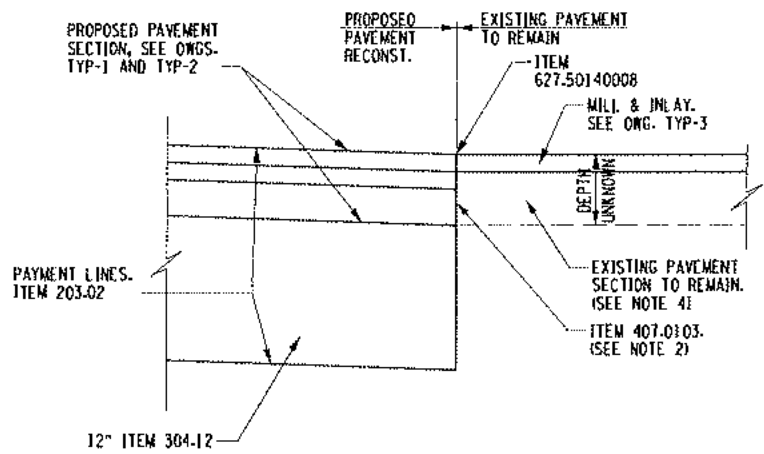
DESIGN SUPERVISOR FM



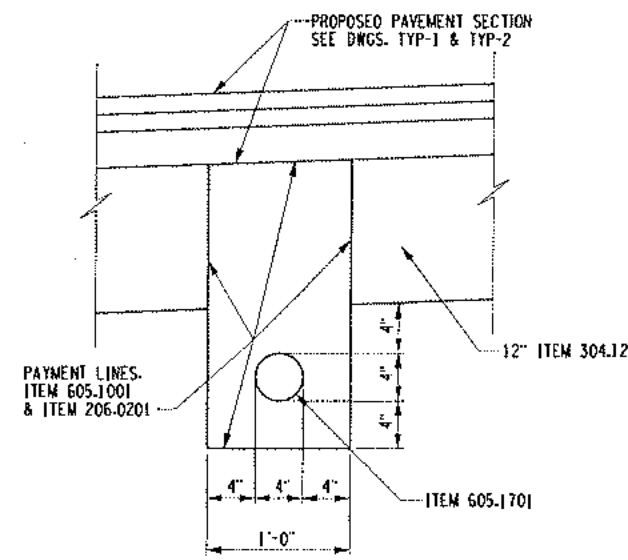
**DETAIL "A"**  
SIDEWALK ADJACENT TO CURB DETAIL  
NOT TO SCALE



**DETAIL "B"**  
PAVEMENT EDGE DETAIL  
NOT TO SCALE



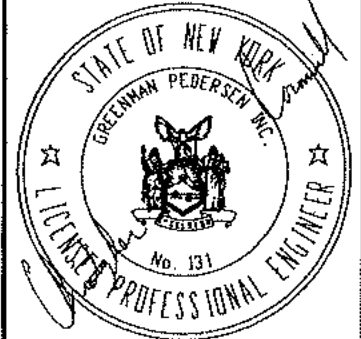
**DETAIL "C"**  
PAVEMENT TERMINATION DETAIL  
NOT TO SCALE



**"DETAIL D"**  
EDGEDRAIN DETAIL  
NOT TO SCALE

AFFIX SEAL- GREENMAN - PEDERSEN, INC.  
ON: DECEMBER 2, 2013

ALTERED BY:  
ON:



**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

ITEM	DESCRIPTION	UNIT	ITEM	DESCRIPTION	UNIT
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	609.0203	STONE CURB, GRANITE (TYPE C)	LF
203.03	EMBANKMENT IN PLACE	CY	610.1402	TOPSOIL-ROADSIDE	CY
206.0201	TRENCH AND CULVERT EXCAVATION	CY	610.1601	TURF ESTABLISHMENT-ROADSIDE	SF
304.12	SUBBASE COURSE, TYPE 2	CY	627.50140008	CUTTING PAVEMENT	LF
407.0103	STRAIGHT TACK COAT	GAL			
605.1001	UNDERDRAIN FILTER TYPE 2	CY			
605.1701	OPTIONAL UNDERDRAIN PIPE, 4 INCH DIAMETER	LF			
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY			

NOTES:

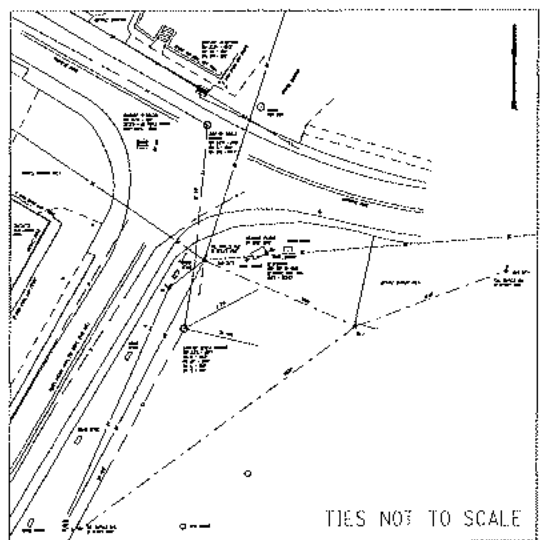
1. SSAP DENOTES SAME SLOPE AS PAVEMENT.
2. REFER TO NYS DOT SECTION 407 FOR APPLICATION RATE.
3. TOPSOIL AND ESTABLISHING TURF SHALL BE PROVIDED FOR ALL DISTURBED GROUND AREAS.
4. DEPTH OF EXISTING ASPHALT CONCRETE IS NOT KNOWN.
5. AT DRIVEWAYS, DEPTH OF ITEM 608.0101 SHALL BE 6".

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE. OVER THE LACHUTE RIVER. TOWN OF TICONDEROGA COUNTY: ESSEX	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490	DRAWING NO. TYP-4
						SHEET NO. 8 OF 75	

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760\_CPH\_TYP-4

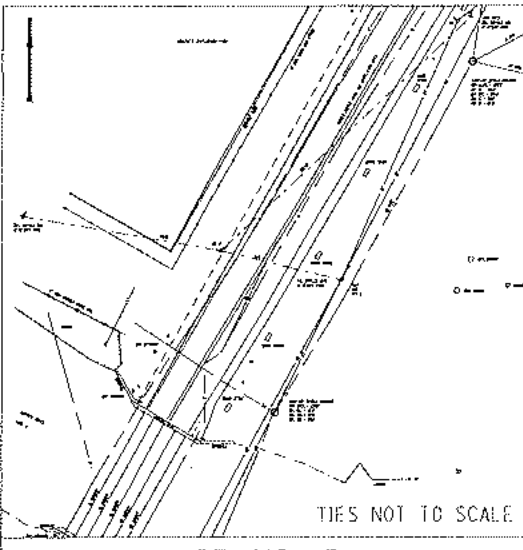
PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/WH  
 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM



TIES NOT TO SCALE

CB NO. 1  
STA. 8+48.54

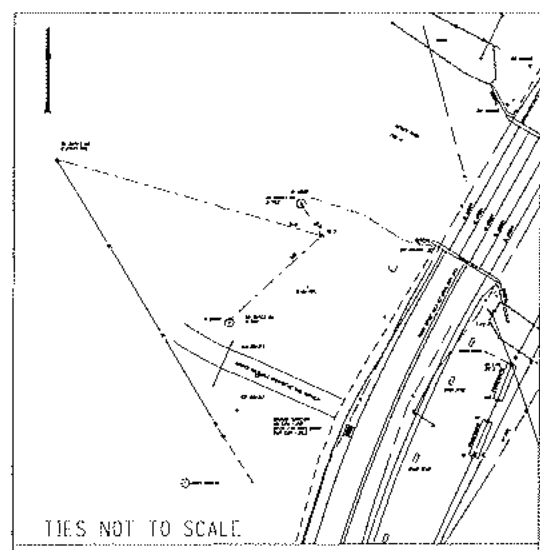
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E: 776917.73



TIES NOT TO SCALE

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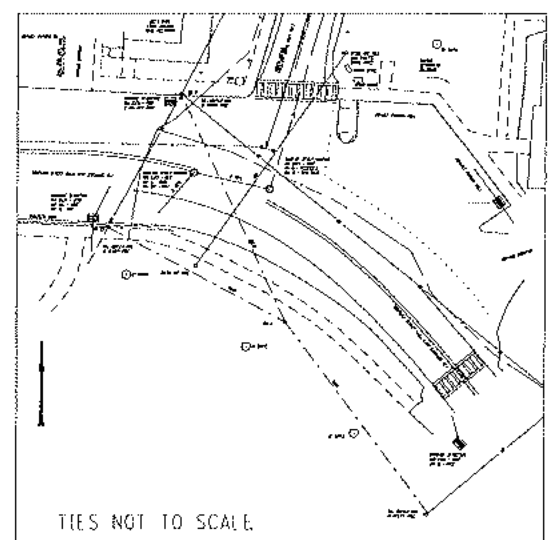
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TIES NOT TO SCALE

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NYSPCS NAD83 EAST ZONE  
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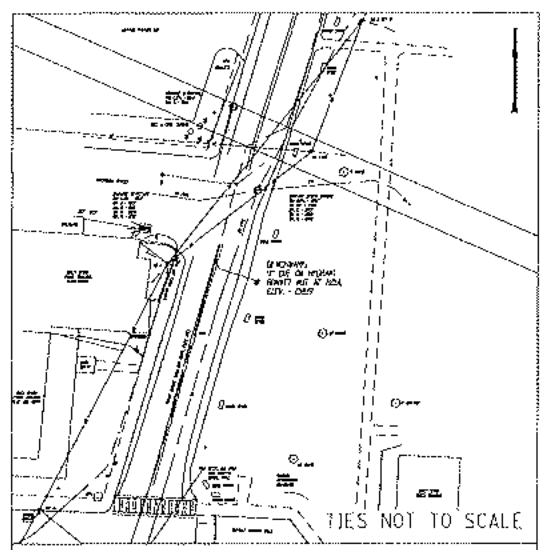
TIES NOT TO SCALE

CB NO. 4  
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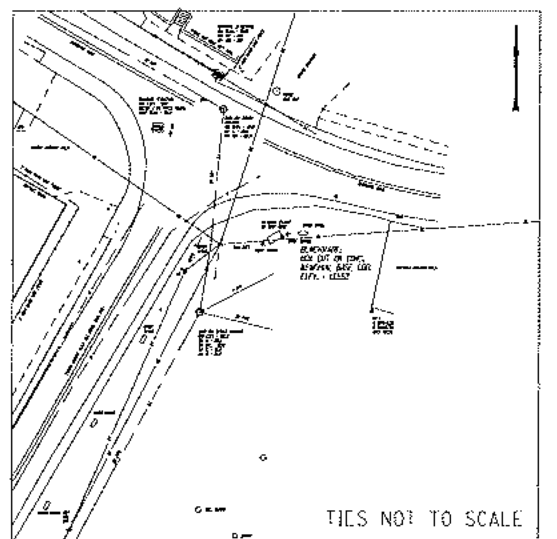
**NOTES:**

- REFER TO DWG. HCP-1 FOR LOCATION OF THE BASELINE TIES AND BENCHMARKS.
- CONTRACTOR SHALL PROVIDE ALTERNATIVE BENCHMARK AND/OR BASELINE TIES IF IMPACTED DURING CONSTRUCTION, COST INCLUDED UNDER ITEM 625.01.



BENCHMARK

NYSPCS NAD83 NAVD 88  
ELEV. = 138.19



BENCHMARK

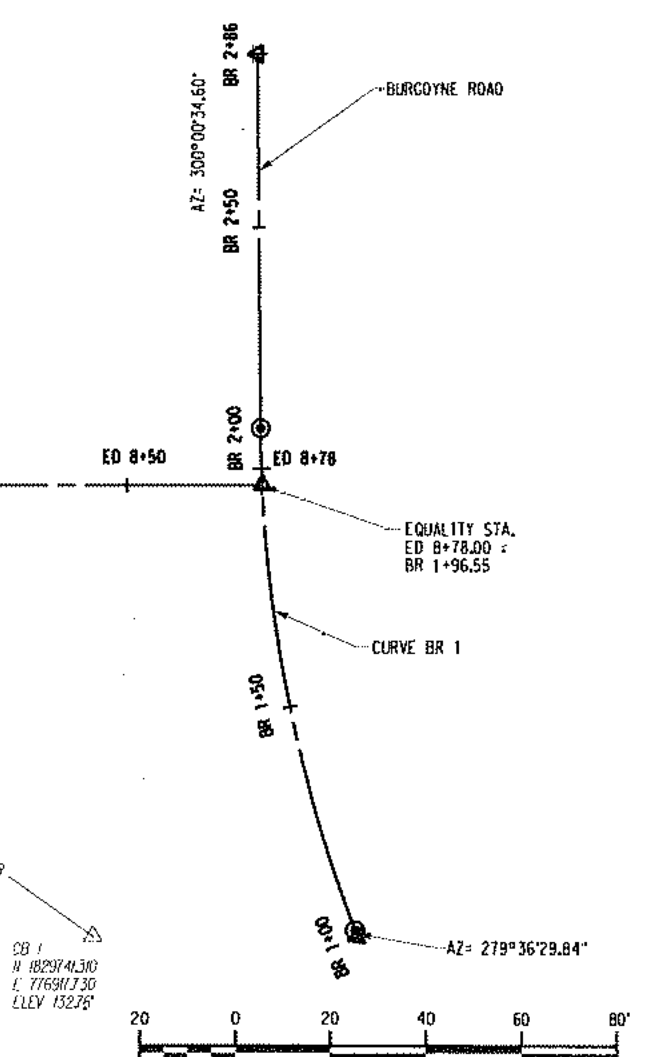
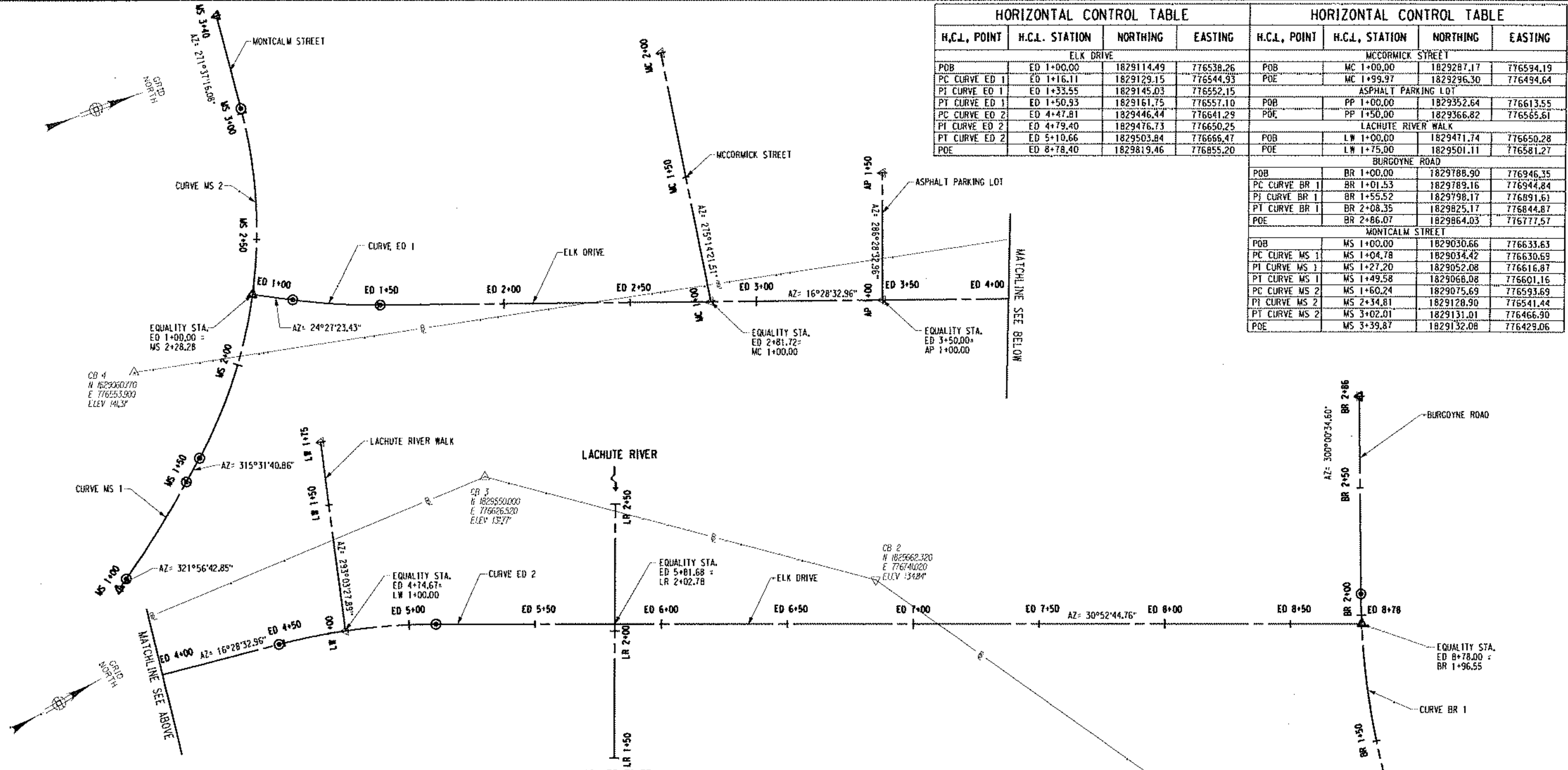
NYSPCS NAD83 NAVD 88  
ELEV. = 133.53

AFFIX SEAL: GREENMAN - PEDERSEN, INC ON: DECEMBER 2, 2013	ALTERED BY: ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHTUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX      DATE: DECEMBER 2013	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER 0033490
BASELINE TIES					DRAWING NO. BLT-1 SHEET NO. 9 OF 75	
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.						NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1 DOCUMENT NAME: 175760.CHP.BLT-1

PROJECT MANAGER CC  
 CHECK CC/DI  
 DRAFTING FC  
 CHECK JT/AM  
 DESIGN CC/DI  
 JOB MANAGER CC/SJ  
 DESIGN SUPERVISOR FM

HORIZONTAL CONTROL TABLE				HORIZONTAL CONTROL TABLE			
H.C.L. POINT	H.C.L. STATION	NORTHING	EASTING	H.C.L. POINT	H.C.L. STATION	NORTHING	EASTING
ELK DRIVE				MCCORMICK STREET			
PDB	ED 1+00.00	1829114.49	776538.26	POB	MC 1+00.00	1829287.17	776594.19
PC CURVE ED 1	ED 1+16.11	1829129.15	776544.93	POE	MC 1+99.97	1829296.30	776494.64
PI CURVE ED 1	ED 1+33.55	1829145.03	776552.15	ASPHALT PARKING LOT			
PT CURVE ED 1	ED 1+50.93	1829161.75	776557.10	POB	PP 1+00.00	1829352.64	776613.55
PC CURVE ED 2	ED 4+47.81	1829446.44	776641.29	POE	PP 1+50.00	1829366.82	776565.61
PI CURVE ED 2	ED 4+79.40	1829476.73	776650.25	LACHUTE RIVER WALK			
PT CURVE ED 2	ED 5+10.66	1829503.84	776666.47	POB	LW 1+00.00	1829471.74	776650.28
POE	ED 8+78.40	1829819.46	776855.20	POE	LW 1+75.00	1829501.11	776581.27
BURGOYNE ROAD				MONTCALM STREET			
POB	BR 1+00.00	1829788.90	776946.35	POB	MS 1+00.00	1829030.66	776633.63
PC CURVE BR 1	BR 1+01.53	1829789.16	776944.84	PC CURVE MS 1	MS 1+04.78	1829034.42	776630.69
PI CURVE BR 1	BR 1+55.52	1829798.17	776891.61	PT CURVE MS 1	MS 1+27.20	1829052.08	776616.87
PT CURVE BR 1	BR 2+08.35	1829825.17	776844.87	PC CURVE MS 2	MS 1+60.24	1829075.69	776593.69
POE	BR 2+86.07	1829864.03	776777.57	PT CURVE MS 2	MS 2+34.81	1829120.90	776541.44
MONTCALM STREET				MONTCALM STREET			
POB	MS 1+00.00	1829030.66	776633.63	PT CURVE MS 2	MS 3+02.01	1829131.01	776466.90
PC CURVE MS 1	MS 1+04.78	1829034.42	776630.69	POE	MS 3+39.87	1829132.08	776429.06
PI CURVE MS 1	MS 1+27.20	1829052.08	776616.87				
PT CURVE MS 1	MS 1+49.58	1829068.08	776601.16				
PC CURVE MS 2	MS 1+60.24	1829075.69	776593.69				
PI CURVE MS 2	MS 2+34.81	1829120.90	776541.44				
PT CURVE MS 2	MS 3+02.01	1829131.01	776466.90				
POE	MS 3+39.87	1829132.08	776429.06				



- NOTES:**
- REFER TO DWG. BLT-1 FOR ADDITIONAL DATA.
  - GEOMETRIC DATA NOT PROVIDED FOR MINOR DRIVEWAYS WHICH WERE ALTERED EITHER HORIZONTALLY OR VERTICALLY.
  - HORIZONTAL DATUM NEW YORK STATE PLANE EAST ZONE NAD 83 (CORR) 96 IN FEET.
  - VERTICAL DATUM NORTH AMERICAN VERTICAL DATUM 1988 (NAVD) 861 IN FEET.

CURVE NAME	RADIUS (FT)	Δ	LENGTH (FT)	TANGENT (FT)
CURVE ED 1	250.00	7°58'50.47"	34.82	17.44
CURVE ED 2	250.00	14°24'11.80"	62.85	31.59
CURVE MS 1	400.00	6°25'02.00"	44.80	22.42
CURVE MS 2	185.00	43°54'24.77"	141.77	74.57
CURVE BR 1	300.00	20°24'04.76"	106.82	53.98

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 ON:

**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER 0033490	DRAWING NO. HCP-1
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.					HORIZONTAL CONTROL PLAN		
NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1 DOCUMENT NAME: 175760_CHP_HCP-01					SHEET NO. 10 OF 75		

**GENERAL NOTES**

- MATERIAL AND CONSTRUCTION SPECIFICATIONS: "STANDARD SPECIFICATIONS, CONSTRUCTION AND MATERIALS", NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYS DOT) OFFICE OF ENGINEERING, DATED MAY 1, 2008 WITH CURRENT ADDITIONS AND MODIFICATIONS, SHALL BE IN EFFECT FOR THIS PROJECT.
- CURRENT NATIONAL "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) WITH NEW YORK STATE SUPPLEMENT SHALL BE IN EFFECT FOR THIS PROJECT.
- ADDITIONAL NOTES MAY BE FOUND ON SUBSEQUENT DRAWINGS, SUCH NOTES, WHILE PERTAINING TO THE SPECIFIC DRAWING THEY ARE PLACED ON, ALSO SUPPLEMENT THE GENERAL NOTES LISTED HEREIN.
- THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT DUE TO THE NATURE OF RECONSTRUCTION PROJECTS, THE EXACT EXTENT OF THE WORK CANNOT ALWAYS BE ACCURATELY DETERMINED PRIOR TO THE COMMENCEMENT. 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 THE FIELD CONDITIONS AND A.O.B.E.
- THE CONTRACTOR SHALL EXAMINE AND VERIFY IN THE FIELD ALL EXISTING CONDITIONS AND DIMENSIONS WITH THOSE SHOWN ON THE PLANS. THE CONTRACTOR SHALL USE THE FIELD CONDITIONS AND DIMENSIONS, AND MAKE THE APPROPRIATE CHANGES TO THOSE SHOWN ON THE PLANS AS APPROVED BY THE ENGINEER. THE RESULTS OF THIS CHECK OF CONDITIONS AND DIMENSIONS SHALL BE SO NOTED ON THE DRAWINGS SUBMITTED FOR APPROVAL.
- THERE SHALL BE NO CLAIM AGAINST THE COUNTY BY THE CONTRACTOR FOR WORK PERTAINING TO MODIFICATIONS AS MAY BE REQUIRED DUE TO ANY DIFFERENCE BETWEEN ACTUAL FIELD CONDITIONS AND THOSE SHOWN BY THE DETAILS AND DIMENSIONS ON THE CONTRACT PLANS. THE CONTRACTOR WILL BE PAID AT THE UNIT BID PRICE FOR THE ACTUAL QUANTITIES OF MATERIALS USED OR FOR THE WORK PERFORMED, AS INDICATED BY THE VARIOUS ITEMS IN THE CONTRACT.
- AT ALL TIMES, THE CONTRACTOR SHALL TAKE MEASURES TO PROVIDE POSITIVE DRAINAGE OF SURFACE RUNOFF FROM THE TRAVEL LANES AND CONTROL OF THE RUNOFF TO PREVENT EROSION, POLLUTION, SEDIMENTATION OR OTHER DISCHARGES WHICH WOULD AFFECT PROPERTIES ADJACENT TO THE WORK SITE. ALL MEASURES TAKEN TO PROVIDE POSITIVE DRAINAGE SHALL BE APPROVED BY THE ENGINEER PRIOR TO IMPLEMENTATION. THE COST FOR THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR VARIOUS ITEMS IN THE CONTRACT.
- THE CONTRACTOR SHOULD NOTE THAT ADDITIONAL WORK MAY BE REQUIRED AS THE CONTRACT PROGRESSES WHICH IS NOT SHOWN OR NOTED ON THE PLANS. THIS WORK SHALL BE PERFORMED BY THE CONTRACTOR AS ORDERED BY THE ENGINEER AND PAYMENT SHALL BE MADE AT THE BID PRICE FOR THE APPROPRIATE ITEMS.
- THE CLEARING AND GRUBBING ITEM SHALL CONSIST OF THE REMOVAL OF THE BRUSH AND TREE STUMPS WITHIN THE PROJECT LIMITS WHERE INDICATED ON THE PLANS AND A.O.B.E. IN ADDITION, TREE BRANCHES OVERHANGING THE EDGE OF THE PAVEMENT SHALL BE TRIMMED BACK TO PROVIDE A 16.0 FOOT VERTICAL CLEARANCE. THE COST OF THIS WORK SHALL BE INCLUDED UNDER ITEM 201.07 -CLEARING & GRUBBING.
- NO PAYMENT SHALL BE MADE FOR WORK CALLED FOR BY NOTES ON THE PLANS, IN THE SPECIFICATIONS, OR UNDER THE HEADING GENERAL NOTES UNLESS PAYMENT IS SPECIFICALLY INDICATED BY ITEM NUMBER. THE COST OF WORK FOR WHICH NO PAYMENT IS INDICATED SHALL BE INCLUDED IN THE UNIT PRICES BID FOR THE VARIOUS ITEMS IN THE CONTRACT.
- WHENEVER ITEMS IN THE CONTRACT REQUIRE MATERIALS TO BE REMOVED AND DISPOSED, THE COST OF SUPPLYING A DISPOSAL AREA AND TRANSPORTATION TO THAT AREA SHALL BE INCLUDED IN THE PRICE BID FOR THOSE ITEMS.
- THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY SUPPORTS, BRACING OR OTHER DEVICES THAT MAY BE REQUIRED OR THAT MAY BE DIRECTED BY THE ENGINEER TO PROTECT THE SAFETY OF ADJACENT STRUCTURES, ROADWAYS OR THE VARIOUS ITEMS IN THE CONTRACT. NO SEPARATE PAYMENT SHALL BE MADE.
- PAVED AREAS DISTURBED BY THE CONTRACTOR AS PART OF WORK TO BE PERFORMED UNDER THIS CONTRACT, SHALL BE RESTORED TO AN ACCEPTABLE CONDITION AS SPECIFIED BY AND SATISFACTORY TO THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR GUARDING AND PROTECTING ALL OPEN EXCAVATIONS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 107.05 "SAFETY & HEALTH REQUIREMENTS" OF THE NYS DOT STANDARD SPECIFICATIONS. IN ADDITION, A MINIMUM OF 1-INCH THICK PLATE WILL BE REQUIRED OVER ALL EXCAVATIONS THAT ARE TO BE COVERED (A.O.B.E.). THE PLATES SHALL BE SECURELY FASTENED DOWN TO THE SATISFACTION OF THE ENGINEER AND SHALL BE STRUCTURALLY CAPABLE OF CARRYING ALL IMPOSED LOADS. THE COST SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.

- PROVISIONS TO DE-WATER EXCAVATIONS, DUE TO CONSTRUCTION OPERATIONS ALONG THE PROJECT MAY BE REQUIRED. THERE SHALL BE NO DIRECT PAYMENT FOR ANY DE-WATERING SYSTEMS. COST SHALL BE INCLUDED IN THE PRICE BID FOR VARIOUS ITEMS IN THE CONTRACT.
- THE CONTRACTOR SHALL KEEP ALL DRAINAGE FACILITIES, WITHIN THE CONTRACT LIMITS, CLEAN AND FULLY OPERATIONAL AT ALL TIMES (A.O.B.E.). THIS WORK SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.
- THE CONTRACTOR SHALL PROVIDE SURVEY AND STAKEOUT AS REQUIRED AND IN ACCORDANCE WITH SECTION 625 OF THE STANDARD SPECIFICATIONS. COST FOR THIS WORK SHALL BE INCLUDED UNDER ITEM 625.01-SURVEY OPERATIONS.
- THE CONTRACTOR IS TO VISIT THE SITE BEFORE BIDDING TO BECOME FAMILIAR WITH THE PRESENT CONDITIONS AND TO JUDGE THE EXTENT AND NATURE OF THE WORK TO BE DONE UNDER THIS CONTRACT. NO EXTRA COMPENSATION WILL BE ALLOWED BECAUSE OF FAILURE TO INCLUDE IN THE BID ALL ITEMS AND MATERIALS WHICH ARE REQUIRED TO BE FURNISHED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL BE REQUIRED TO PROTECT HIS WORKERS AT ALL TIMES IN CONFORMANCE WITH APPLICABLE OSHA REGULATIONS.
- DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL CONDUCT WORK IN SUCH A MANNER AS TO PREVENT OR REDUCE TO A MINIMUM, ANY DAMAGE TO THE VARIOUS WATER BODIES FROM POLLUTION BY DEBRIS, SEDIMENT OR OTHER FOREIGN MATERIALS, OR FROM MANIPULATION OF EQUIPMENT AND/OR MATERIALS IN OR NEAR SUCH STREAMS. THE CONTRACTOR SHALL NOT RETURN DIRECTLY TO A STREAM ANY WATER WHICH HAS BEEN USED FOR WASH PURPOSES OR OTHER SIMILAR OPERATIONS WHICH CAUSE THIS WATER TO BECOME POLLUTED WITH SAND, SILT, CEMENT, OIL OR OTHER IMPURITIES.
- DURING REMOVAL OPERATIONS, THE CONTRACTOR SHALL NOT BE ALLOWED TO DROP WASTE CONCRETE, DEBRIS OR OTHER MATERIAL TO THE AREA BELOW THE STRUCTURE EXCEPT WHERE THE PLANS SPECIFICALLY PERMIT THE DROPPING OF MATERIAL. PLATFORMS, NETS, SCREENS OR OTHER PROTECTIVE DEVICES SHALL BE USED TO CATCH THE MATERIAL. IF THE ENGINEER DETERMINES THAT ADEQUATE PROTECTION 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 STRUCTURE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT AN APPROVED SITE.
- WATERING NEEDED FOR VEGETATION AND OTHER LANDSCAPING ITEMS SHALL BE INCLUDED UNDER EACH RESPECTIVE ITEMS IN THE CONTRACT.
- DETAILS ON THE DRAWINGS LABELED AS "NOT TO SCALE" ARE INTENTIONALLY DRAWN NOT TO SCALE FOR VISUAL CLARITY. ALL OTHER DETAILS FOR WHICH NO SCALE IS SHOWN ARE DRAWN PROPORTIONALLY AND ARE FULLY DIMENSIONED.

- THE CONTRACTOR SHALL PROTECT ALL UNDERGROUND UTILITIES TO REMAIN IN PLACE FROM DAMAGE DURING THE CONSTRUCTION. METHODS OF PROTECTION MAY INCLUDE STEEL PLATES OVER THE UTILITY SO THAT WHEEL LOADINGS FROM CONSTRUCTION VEHICLES DO NOT DAMAGE THE UTILITY. THE COST OF PROVIDING PROTECTION OF UNDERGROUND UTILITIES SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.
- ALL UTILITY POLES TO BE RELOCATED BY OTHERS SHALL BE APPROVED BY THE E.I.C. OF THEIR NEW LOCATIONS SO THAT THEY DO NOT CONFLICT WITH CONSTRUCTION.
- REFER TO COORDINATION WITH THE UTILITY SCHEDULE PROVIDED IN THE CONTRACT DOCUMENTS. THE EXISTING COMMUNICATIONS LINE ON THE SOUTH ABUTMENT OF THE BRIDGE SHALL BE REMOVED BUT LEFT UNDISTURBED DURING CONSTRUCTION.

**ELECTRICAL SAFETY NOTE**

- HIGH VOLTAGE LINES MAY BE PRESENT WITHIN THE PROJECT LIMITS. REFER TO ELECTRICAL SAFETY NOTE CONTAINED IN THE CONTRACT PROPOSAL FOR SPECIAL CONTRACTOR'S SAFETY REQUIREMENTS.

**DAMAGE TO EXISTING STRUCTURES, VEGETATION/SHRUBS, OR OTHER AMENITIES**

- NUMEROUS STRUCTURES AND VEGETATION/SHRUBS ARE PRESENT WITHIN THE WORK LIMITS AND ARE TO REMAIN IN PLACE. THE CONTRACTOR SHALL TAKE EXTRA PRECAUTIONS NOT TO DAMAGE THESE ITEMS. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ALL DAMAGE CAUSED BY HIS OPERATIONS TO THE EXISTING STRUCTURES OR MATERIALS WHICH ARE NOT INCLUDED AS PART OF THE INTENDED WORK. ALL DAMAGE TO THE EXISTING STRUCTURES OR MATERIALS WHICH ARE NOT PART OF THE INTENDED WORK SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR WITHOUT COST TO THE COUNTY AND TO THE SATISFACTION OF THE ENGINEER.
- VARIOUS HISTORIC GRIST MILL STONES EXIST WITHIN THE PROJECT LIMITS. THESE SHOULD BE PROTECTED AT ALL TIMES. COST INCLUDED UNDER ITEM 615.02060124.

**EXCAVATION NOTES**

- ASSUME ALL EXCAVATED MATERIAL IS NOT SUITABLE FOR EMBANKMENT CONSTRUCTION.
- ASSUME SUBGRADE IMPROVEMENTS WILL NOT BE REQUIRED.

**ENVIRONMENTAL PERMITS**

- THE CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS PROVIDED IN THE CONSTRUCTION DOCUMENTS. COST TO BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.

**UTILITY NOTES**

- LOCATION OF UTILITIES, PUBLIC AND/OR PRIVATE, INDICATED ON THE PLANS AS EXISTING AND/OR TO BE CONSTRUCTED ARE APPROXIMATE ONLY. THEIR EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD. ADDITIONAL UTILITY LINES, WHETHER ABANDONED OR IN SERVICE, MAY EXIST AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT HIS OPERATIONS AND TAKE NECESSARY PRECAUTIONS SUCH THAT INTERFERENCE WITH OR DAMAGE TO THESE OR OTHER FACILITIES DURING THE COURSE OF CONSTRUCTION IS PREVENTED. PRIOR TO ANY EXCAVATION, THE CONTRACTOR IS TO CALL 016 SAFELY N.Y. TO HAVE UNDERGROUND UTILITIES LOCATED.
- IN THE EVENT THE CONTRACTOR DAMAGES AN EXISTING UTILITY SERVICE, CAUSING THE INTERRUPTION IN SAID SERVICE, THE CONTRACTOR SHALL IMMEDIATELY COMMENCE WORK TO RESTORE SERVICE AND MAY NOT CEASE WORK UNTIL SERVICE IS RESTORED. ALL COSTS TO REPAIR OR REPLACE DAMAGE UTILITIES SHALL BE AT THE EXPENSE OF THE CONTRACTOR. IF THE CONTRACTOR DOES NOT MAKE IMMEDIATE NECESSARY REPAIRS, THE RESPECTIVE OWNING COMPANIES OR MUNICIPAL FORCES MAY DO THE WORK, AND THE COST THEREOF CHARGED AGAINST THE CONTRACTOR.
- THE CONTRACTOR SHALL MAKE EXPLORATIONS AS MAY BE NECESSARY TO DETERMINE THE DIMENSIONS AND LOCATIONS OF LINES THAT MAY BE SUBJECT TO DAMAGE. COST TO BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.
- PRIVATE UTILITY COMPANIES ARE ALSO REQUIRED TO ALTER/RELOCATE THEIR FACILITIES WITHIN THE PROJECT LIMITS. IT IS ANTICIPATED THAT THIS WORK SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR MAY BE REQUIRED TO LAYOUT THE PROJECT CENTERLINE AND OTHER FEATURES TO PROVIDE THE UTILITY COMPANIES WITH SUFFICIENT INFORMATION TO ALTER/RELOCATE THEIR FACILITIES. THE COST OF THIS WORK SHALL BE INCLUDED UNDER ITEM 625.01.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR CONTACTING THE POWER COMPANY FOR PROVIDING RESTRAINTS TO THE EXISTING UTILITY POLES IF REQUIRED WITHIN THE WORK LIMITS, WHILE CONSTRUCTION IS TAKING PLACE. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER TO PERFORM THE WORK. THE COST FOR THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR VARIOUS ITEMS.
- THE UNDERGROUND UTILITY INFORMATION SHOWN ON THE PLANS IS BASED UPON THE FOLLOWING:
  - A. PRIVATE UTILITY LINES - QUALITY LEVEL C.

QUALITY LEVEL C IS THE THIRD HIGHEST DEGREE OF ACCURACY. THE INFORMATION SHOWN ON THE PLANS HAS BEEN OBTAINED BY SURVEYING, AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES, BY PLOTTING RECORD INFORMATION PROVIDED BY UTILITY OWNERS, AND BY USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION. DEPTHS OF UTILITIES WERE NOT FIELD VERIFIED BY EXCAVATIONS.

AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
ON: DECEMBER 2, 2013  
ALTERED BY:  
ON:



**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	TOWN OF TICONDEROGA					0033490
					GENERAL NOTES	DRAWING NO. GNN-1
						SHEET NO. 11 OF 75

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.

PROJECT MANAGER CC  
CHECK CC/DT  
DRAFTING EC  
CHECK JT/AM  
CHECK CC/DT  
DESIGN CC/JS  
JOB MANAGER CC/JS  
DESIGN SUPERVISOR FM

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/MH  
 DESIGN CC/DT  
 JOB MANAGER CC/SJ  
 DESIGN SUPERVISOR FM

**WORK ZONE TRAFFIC CONTROL NOTES:**

1. ALL WORK ZONE TRAFFIC CONTROL ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE NYS DOT STANDARD SPECIFICATIONS, THE NATIONAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND NYS SUPPLEMENT.
2. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH ALL PROVISIONS OF ITEM 619.01 - BASIC WORK ZONE TRAFFIC CONTROL, OR AS AMENDED ON THESE PLANS, FOR THE DURATION OF THE PROJECT.
3. THE CONTRACTOR MAY SUBMIT REVISIONS TO THESE PLANS, IN WRITING, TO THE ENGINEER FOR APPROVAL. HOWEVER ANY COSTS RESULTING FROM THESE CHANGES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. ALL VEHICLES AND EQUIPMENT THAT SHALL BE MOVING IN AND OUT OF TRAFFIC AT WORK AREAS SHALL BE EQUIPPED WITH AN APPROVED AMBER ROTATING SAFETY LIGHT. THIS LIGHT SHALL BE MOUNTED SO AS TO BE EASILY SEEN BY APPROACHING TRAFFIC.
5. VEHICLES BELONGING TO THE CONTRACTOR, OR THE CONTRACTOR'S EMPLOYEES, SHALL NOT BE PARKED ON THE PAVEMENT OR SHOULDERS, OR WITHIN 30 FEET OF THE EDGE OF PAVEMENT ALONG OR ADJACENT TO OPEN TRAVEL LANES.
6. THE CONTRACTOR SHALL NOT PARK EQUIPMENT, NOR STORE MATERIAL, OVERNIGHT WHERE IT IS DEEMED BY THE ENGINEER TO BE A SAFETY HAZARD TO TRAFFIC.
7. DRIVING AGAINST TRAFFIC AT ANY TIME, REGARDLESS OF WHETHER OR NOT THE AREA HAS BEEN CLOSED TO TRAFFIC, SHALL NOT BE PERMITTED, EXCEPT FOR TRAFFIC COME PICK-UP OR AS SPECIFICALLY PERMITTED BY THE ENGINEER.
8. ESCORT VEHICLES EQUIPPED WITH AN AMBER LIGHT OR AN OPERATING ARROW BOARD WILL BE REQUIRED WHEN TRANSPORTING SLOW MOVING CONSTRUCTION EQUIPMENT ALONG ANY PORTION OF THE ROADWAY OPEN TO TRAFFIC.
9. WHEN REOPENING DRIVING LANES TO TRAFFIC, THE CONTRACTOR SHALL START BY MOVING THE DEVICES AT THE FAR END OF THE LANE CLOSURE AND WORKING TOWARDS THE SIGNS AT THE BEGINNING OF THE LANE CLOSURE. THE SIGNS ARE NOT TO BE TAKEN DOWN UNTIL ALL TRAFFIC CONTROL DEVICES HAVE BEEN REMOVED.
10. SEE TABLE 619-3 IN THE NYS DOT STANDARD SPECIFICATIONS FOR REQUIRED TREATMENT OF PAVEMENT EDGE DROP-OFFS AND DELINEATION.
11. EXCAVATIONS THAT PRODUCE DROP-OFFS ON BOTH SIDES OF THE TRAVEL WAYS AT THE SAME TIME SHALL NOT BE PERMITTED. SHOULDER AREAS SHALL BE PREPARED TO RECEIVE THE SHOULDER PAVEMENT MATERIAL IMMEDIATELY AHEAD OF SHOULDER PAVING OPERATIONS TO MINIMIZE THE TIME A DROP-OFF CONDITION EXISTS. "NO SHOULDER" (NYW4-13) SIGNS SHALL BE ERECTED A MINIMUM OF 500 FEET APART THROUGHOUT THE PROJECT WHERE EVER A DROP-OFF EXISTS. LOW SHOULDER SIGNS (W8-9) MAY ALSO BE REQUIRED. IN NO CASE SHALL AN EDGE DROP-OFF EXCEED 3 INCHES.
12. COSTS FOR ALL TEMPORARY SIGNS FOR WORK ZONE TRAFFIC CONTROL SHALL BE INCLUDED UNDER ITEM 619.01.
13. THE MOUNTING OF ALL TEMPORARY CONSTRUCTION SIGNS SHALL BE PER FIGURE 6F-1 CONVENTIONAL ROAD IN THE MUTCD.
14. THE CONTRACTOR SHALL PROVIDE FULL PATTERN PAVEMENT MARKINGS FOR TRAFFIC CONTROL IN CONFORMANCE WITH THE REQUIREMENTS OF ITEM 619.100101 - INTERIM PAVEMENT MARKING STRIPES (TRAFFIC PAINT). IT MAY BE NECESSARY TO MARK, REMARK, ALTER AND/OR OBLITERATE PAVEMENT MARKINGS ON TEMPORARY AND PERMANENT PAVEMENT AS DIRECTED BY THE ENGINEER. THE MARKINGS SHALL BE REMOVED BY MEANS WHICH COMPLETELY REMOVE ALL TRACES OF STRIPES. ALL TOP COURSE STRIPING SHALL CONFORM TO THE PROJECT'S FINAL MARKINGS WITH RESPECT TO COLOR AND PATTERN.
15. ALL INTERIM PAVEMENT MARKINGS ARE TO BE REMOVED WITHIN 48 HOURS AFTER THE INSTALLATION OF PERMANENT STRIPING. GRINDING AND 'PAINTING-OUT' SHALL NOT BE PERMITTED.
16. THE COST OF PROVIDING AND MAINTAINING SAFE AND ADEQUATE INGRESS AND EGRESS TO AND FROM INTERSECTING HIGHWAYS, HOMES AND COMMERCIAL ESTABLISHMENTS AT ALL TIMES, TO THE SATISFACTION OF THE ENGINEER, SHALL BE BORNE BY THE CONTRACTOR, INCLUDING PROVIDING TEMPORARY ASPHALT PAVEMENT TO MAINTAIN THIS ACCESS.
17. IF THE ENGINEER NOTIFIES THE CONTRACTOR OR HIS SUPERINTENDENT OF ANY HAZARDOUS CONSTRUCTION PRACTICES, ALL OPERATIONS IN THAT AREA SHALL BE DISCONTINUED AND IMMEDIATE REMEDIAL ACTION SHALL BE TAKEN TO THE SATISFACTION OF THE ENGINEER BEFORE WORK IS RESUMED.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL SIGNS, CONES, FLASHERS, BARRIERS, ETC. ARE IN PLACE AND IN GOOD CONDITION. THE SOLE JUDGE OF THE EFFECTIVENESS OF THE CONTRACTOR'S EFFORTS TOWARDS THE PROTECTION OF TRAFFIC AND PERSONNEL SHALL BE THE ENGINEER.

**WORK ZONE TRAFFIC CONTROL NOTES:**

19. FLAGGERS SHALL BE LOCATED AT ALL ACTIVE WORK AREAS AND AT OTHER LOCATIONS WITHIN A WORK AREA WHERE RESTRICTED SIGHT DISTANCE IMPEDES THE FLOW OF TRAFFIC OR A.O.B.E.
20. EXISTING TRAFFIC SIGNS SHALL BE COVERED AND UNCOVERED AS NECESSARY DURING CONSTRUCTION. COST TO BE INCLUDED UNDER ITEM 619.01.
22. IF IN THE ENGINEER'S JUDGMENT, FLAGS ON SIGNS ARE NECESSARY DUE TO LIMITED SIGHT DISTANCE, THEY SHALL BE PROVIDED BY THE CONTRACTOR. COST SHALL BE INCLUDED IN ITEM 619.01.
23. SAW-CUTTING OF THE EXISTING PAVEMENT MAY BE REQUIRED TO FACILITATE TRAFFIC MAINTENANCE PROCEDURES. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 619.01.
24. PEDESTRIAN AND BICYCLIST TRAFFIC SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES IN ACCORDANCE WITH SECTION 619 OF THE NYS DOT STANDARD SPECIFICATIONS.
25. AT NO TIME DURING THE CONSTRUCTION OF THIS PROJECT SHALL THE CONTRACTOR ALLOW TRAFFIC TO DRIVE ON A GRAVEL SURFACE FOR MORE THEN FIVE (5) CONSECUTIVE DAYS, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
26. THERE SHALL BE NO NIGHT WORK BETWEEN THE HOURS OF 7:00 PM AND 7:00 AM EXCEPT AS REQUIRED FOR UTILITY SERVICE INTERRUPTIONS AND AS APPROVED BY THE ENGINEER.
27. DELINEATION WITH REFLECTORIZED PLASTIC DRUMS SHALL BE USED ALONG EMBANKMENTS, AND AT OTHER LOCATIONS WHERE EXISTING GUIDE RAIL HAS BEEN REMOVED, AND SHALL REMAIN IN PLACE UNTIL SATISFACTORY PROTECTION HAS BEEN PROVIDED. SPACING OF DRUMS SHALL BE CONSISTENT WITH THE CONTRACT DOCUMENTS AND AS DIRECTED BY THE ENGINEER.
28. THE CONTRACTOR SHALL MAINTAIN STABLE EXCAVATION SIDE SLOPES AT ALL TIMES.
29. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH ALL PUBLIC AND PRIVATE UTILITIES FOR MAINTENANCE OR RELOCATION WORK WITH RESPECT TO SITE ACCESS, TRAFFIC CONTROL AND SCHEDULING TO AVOID CONFLICTS FOR TIMELY COMPLETION OF THE WORK.
30. THE CONTRACTOR SHALL PROVIDE SAFE AND CONVENIENT EMERGENCY ACCESS FOR LOCAL FIRE, POLICE AUTHORITIES AND AMBULANCE SERVICES THROUGHOUT THE PROJECT AREA AT ALL TIMES.
31. RESPONSIBILITY FOR EMERGENCY REPAIRS: THE CONTRACTOR SHALL, IN WRITING, SUBMIT TO THE APPROPRIATE LAW ENFORCEMENT AND GOVERNMENT AGENCIES THE NAME, ADDRESS AND TELEPHONE NUMBER(S) OF THE PERSON OR PERSONS AUTHORIZED TO SECURE LABOR, MATERIALS AND EQUIPMENT FOR EMERGENCY REPAIRS OUTSIDE OF NORMAL WORKING HOURS. DUPLICATE COPIES OF THE ABOVE SHALL BE FILED WITH THE ENGINEER.
32. WHERE DRUMS, CONES, VERTICAL PANELS OR TUBULAR MARKERS ARE USED IN CONTROLLING THE MOVEMENT OF TRAFFIC, THE CONTRACTOR SHALL TAKE WHATEVER STEPS ARE NECESSARY TO PREVENT ALL TRAFFIC CONTROL DEVICES FROM BEING BLOWN OVER OR DISPLACED BY PASSING VEHICLES. THE CONTRACTOR SHALL ACCOMPLISH THIS BY DOUBLING CONES, THE USE OF SAND BAGS, RINGS OR BY OTHER MEANS, AS APPROVED BY THE ENGINEER, WHICH SHALL NOT PRESENT A HAZARD TO MOTORISTS OR WORKERS IF THE CONES, DRUMS, VERTICAL PANELS OR TUBULAR MARKERS ARE STRUCK.
33. THE CONTRACTOR SHALL BACKFILL ALL OPEN EXCAVATIONS OR PROVIDE ANCHORED STEEL PLATES TO COVER ALL TRENCH EXCAVATIONS DURING NON-WORKING HOURS. ANCHORED STEEL PLATES SHALL ALSO BE PLACED ON SUBGRADE, SUBBASE COURSES OR BASE COURSES TO PROTECT SHALLOW UTILITY FACILITIES FROM WHEEL LOADINGS DUE TO CONSTRUCTION VEHICLES AND EQUIPMENT. STEEL PLATES SHALL BE RAMPED WITH ASPHALT IN THE ROADWAY AREA TO PROVIDE A SMOOTH TRANSITION. THE COST FOR ANCHORED PLATES AND PAVEMENT SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 619.01.
34. TRAVEL LANE WIDTH SHALL BE 11'-0" MINIMUM AT ALL TIMES UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
35. HOLIDAY RESTRICTIONS: IT IS ANTICIPATED THAT THE OFFSITE DETOUR WILL BE IN OPERATION OVER THE MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, AND COLUMBUS DAY WEEKENDS.

**OFF-SITE DETOUR:**



36. THE CONTRACT PROVIDES FOR CLOSURE OF ELK DRIVE (TOWER AVE) DURING THE BRIDGE REPLACEMENT. THE DETOUR WILL UTILIZE MONTCALM STREET TO NYS ROUTE 22 (MOUNTAIN ROAD) TO ROGERS STREET. SEE DWG. TCP-2.
37. PEDESTRIAN AND BICYCLE TRAFFIC WILL BE MAINTAINED. PEDESTRIAN AND BICYCLE TRAFFIC WILL BE DETOURED TO THE FRAIZER BRIDGE OVER THE LACHUTE RIVER TRAIL.
38. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND ESSEX COUNTY IN WRITING A MINIMUM OF ONE MONTH IN ADVANCE AS TO WHEN HE WISHES TO UTILIZE THE DETOUR. THE DETOUR MUST ONLY BE UTILIZED FOR THE TIME FRAMES AS OUTLINED IN THE SPECIAL NOTES "BRIDGE OPENING" AND CONFORM TO ALL SPECIAL PROVISIONS AS OUTLINED IN THE CONTRACT PROPOSAL. THE COST OF ALL SIGNAGE AND MAINTENANCE OF THE OFF-SITE DETOUR SHALL BE INCLUDED UNDER ITEM 619.01 BASIC WORK ZONE TRAFFIC CONTROL.


**WORK AREA COORDINATION:**

39. THE CONTRACTOR SHALL COORDINATE ALL CONTRACT WORK WITH ANY UTILITY WORK, SUBCONTRACTOR'S WORK, PUBLIC MAINTENANCE OPERATIONS, OR OTHER CONSTRUCTION ACTIVITIES IN THE AREA TO ENSURE THERE ARE NO CONFLICTS.
40. ALL VEHICLES, EQUIPMENT, WORKERS, AND TEMPORARY TRAFFIC CONTROL ZONES SHALL BE RESTRICTED TO ONE SIDE OF THE ROADWAY AT A TIME.

**SPECIAL NOTE - BRIDGE OPENING:**

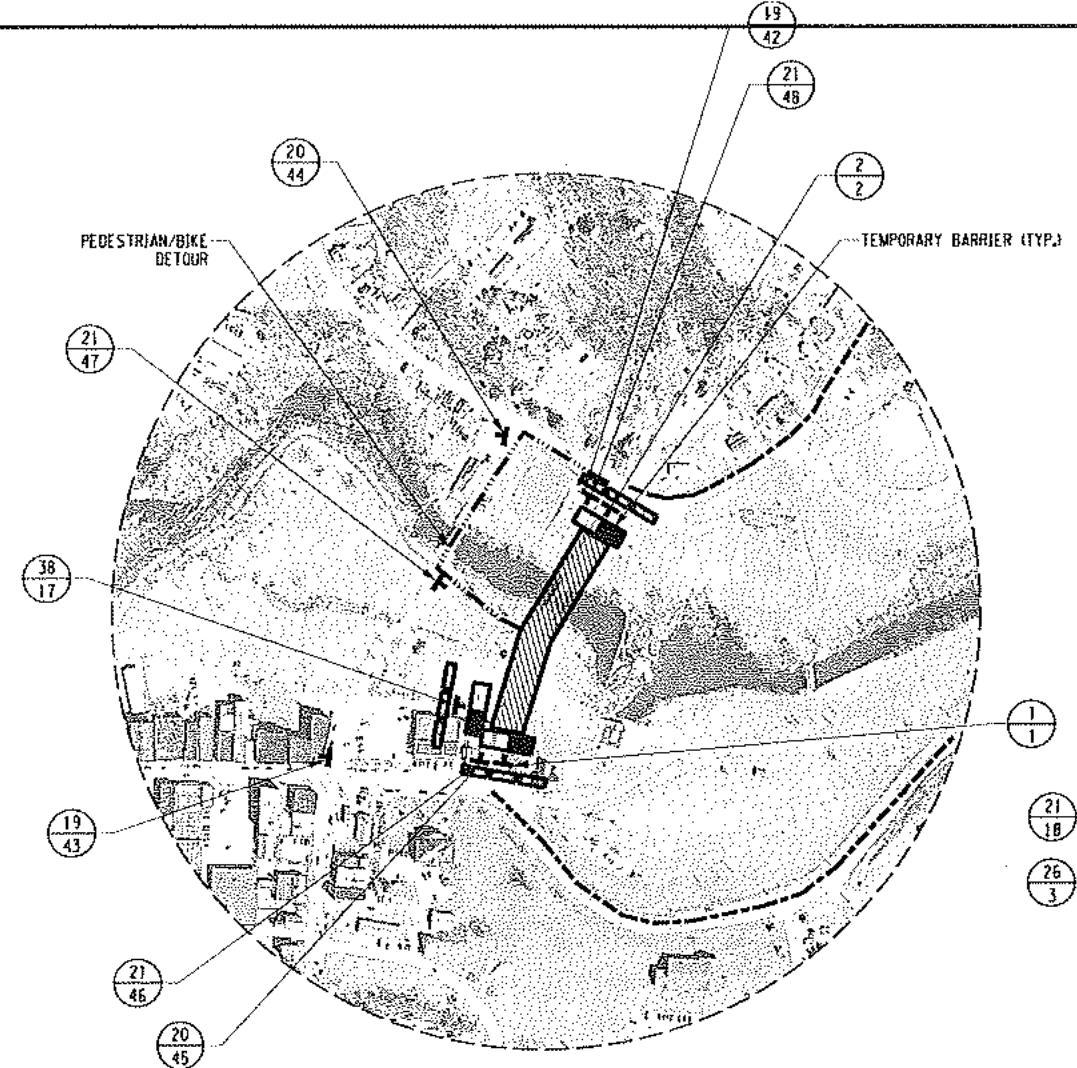
41. ELK DRIVE AND BRIDGE APPROACHES MUST BE COMPLETED IN ACCORDANCE WITH THE CONTRACT PROPOSAL. IN THE EVENT WORK IS NOT COMPLETED TO A POINT WHERE ELK DRIVE IS NOT OPENED TO TRAFFIC, LIQUIDATED DAMAGES SHALL BE ACCESSED TO THE CONTRACTOR PER TABLE 108-1 OF THE STANDARD SPECIFICATIONS.
42. PRIOR TO OPENING, THE NEW BRIDGE AND HIGHWAY APPROACHES MUST BE COMPLETED TO THE EXTENT THAT PUBLIC TRAFFIC CAN BE SAFELY ACCOMMODATED. THIS INCLUDES ALL STRUCTURAL ELEMENTS, BRIDGE AND APPROACH RAILING, HIGHWAY PAVEMENT UP TO BINDER COURSE, PAVEMENT MARKINGS AND TRAFFIC SIGNS.
43. THE CONTRACTOR AGREES IN UNDERTAKING THIS PROJECT THAT ALL CONSIDERATIONS HAVE BEEN TAKEN AND ALLOWANCES MADE FOR ALL ORDINARY DELAYS AND HINDRANCES TO SUCH WORK, SUCH AS WEATHER, SECURING MATERIALS AND LABOR, AND CONDITIONS OR RESTRICTIONS AT THE PROJECT SITES.
44. NO DIRECT PAYMENT WILL BE MADE FOR ANY WORK DESCRIBED BY THIS SPECIAL NOTE. ALL COSTS SHALL BE INCLUDED IN THE PRICE BID FOR THE VARIOUS ITEMS IN THE CONTRACT.

AFFIX SEAL: GREENMAN - PEDERSEN, INC. ON: DECEMBER 2, 2013	ALTERED BY: ON:
	
	

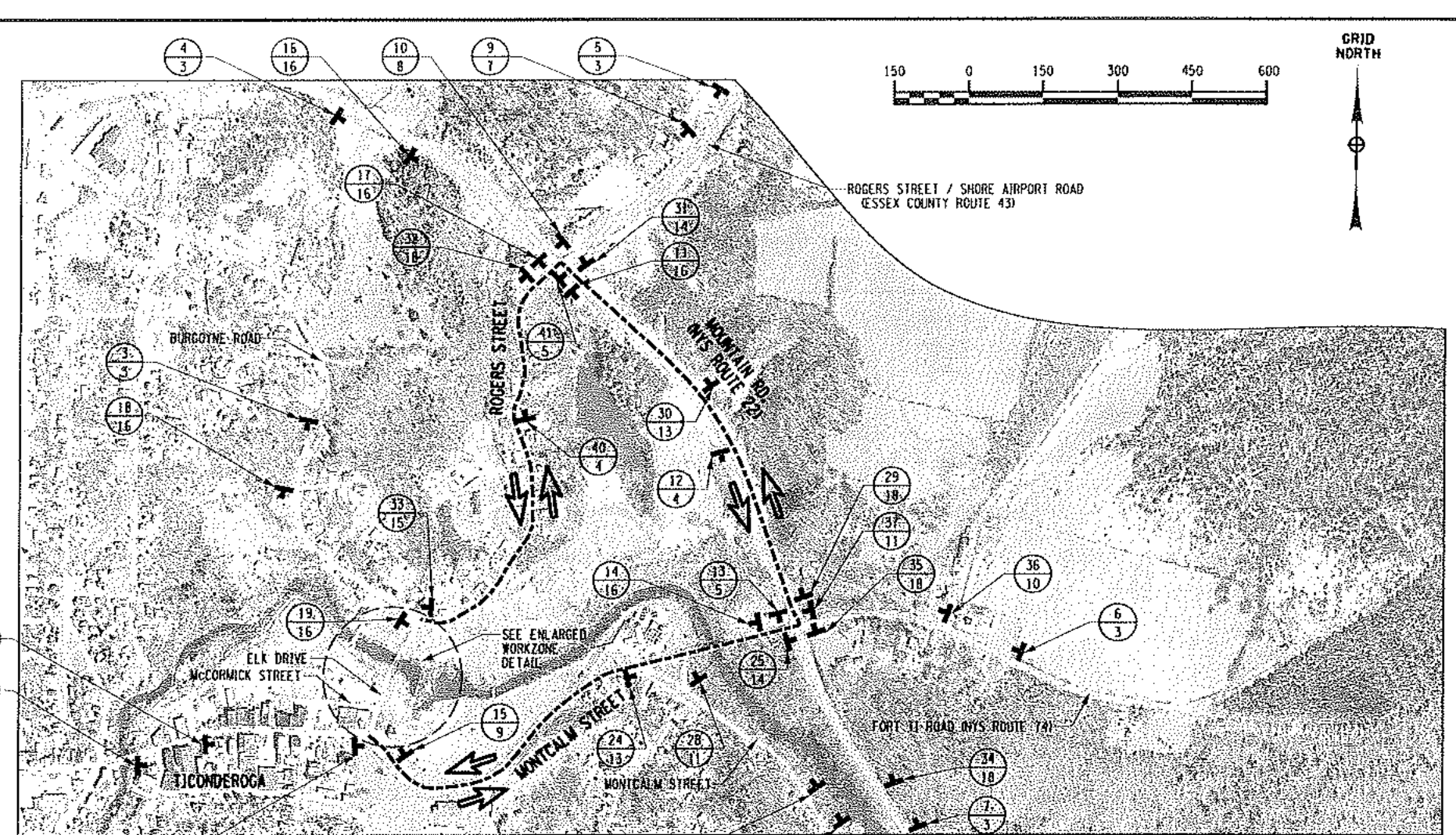
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX      DATE: DECEMBER 2013	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490	
TRAFFIC CONTROL GENERAL NOTES						DRAWING NO. TCP-1 SHEET NO. 12 OF 75	
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.							
NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1 DOCUMENT NAME: 175760.CPH.TCP-1							



PROJECT MANAGER CC  
 CHECK CC/DY  
 DRAFTING FC  
 CHECK JT/AH  
 DESIGN CC/DY  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM



ENLARGED DETAIL WORK ZONE



LENGTH OF DETOUR  
1.6 MILES, APPROXIMATELY 4 MINUTES

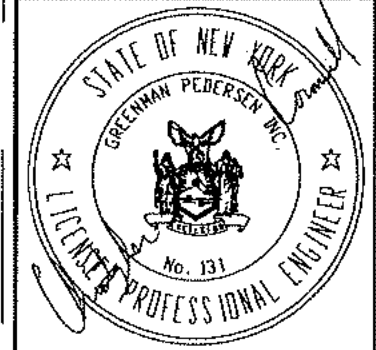
**NOTES:**

1. LOCATION OF CONSTRUCTION SIGNS SHOWN ON THE DETOUR MAP IS APPROXIMATE. SIGNS SHALL BE LOCATED AS PER NATIONAL M.U.T.C.D. WITH NYS SUPPLEMENT AND NYS DOT STANDARD SHEET 619-66.
2. CONSTRUCTION SIGNS SHALL BE INSPECTED AND MAINTAINED THROUGHOUT THE DURATION OF THE DETOUR.
3. ANY EXISTING SIGNS THAT ARE IN CONFLICT WITH THE PROPOSED CONSTRUCTION SIGNS SHALL BE COVERED.
4. A FLASHING LOW INTENSITY LIGHT IS TO BE MOUNTED ON THE CONSTRUCTION SIGNS R11-2.
5. TWO (2) WEEKS PRIOR TO IMPLEMENTING THIS DETOUR, CONTRACTOR IS TO NOTIFY THE TOWN, COUNTY, STATE, ALL EMERGENCY SERVICES PROVIDERS, AND THE SCHOOL DISTRICT.
6. PRIOR TO IMPLEMENTING THE DETOUR, PRUNE AND DISPOSE OF FOILAGE AS NECESSARY TO IMPROVE SIGHT DISTANCE, A.D.B.E.
7. ALL COSTS FOR TEMPORARY SIGNS USED FOR WZTC SHALL BE INCLUDED UNDER ITEM 619.01.

**LEGEND**

- WORK ZONE
- CONSTRUCTION SIGNS (ITEM 619.01)
- TEMPORARY BARRIER W/ WARNING LIGHT (ITEM 619.1702)
- LOCATION \* TEXT \*
- TYPE III BARRICADE (ITEM 619.04)
- VEHICULAR DETOUR
- PEDESTRIAN/BICYCLE DETOUR

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
ON: DECEMBER 2, 2013



**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

ALTERED BY:  
ON:

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	TOWN OF TICONDEROGA					TRAFFIC CONTROL PLAN
	COUNTY: ESSEX	DATE: DECEMBER 2013				SHEET NO. 13 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760\_CPH.TCP-2

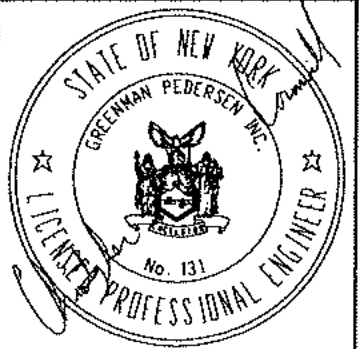
PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/AM  
 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FW

DETOUR CONSTRUCTION SIGNS			
TEXT NUMBER	LOCATION NUMBER	TEXT	NATIONAL OR STATE M.U.T.C.D. NUMBER
1	1	ROAD CLOSED DETOUR	R11-2 M4-10R
2	2	ROAD CLOSED DETOUR	R11-2 M4-10L
3	3, 4, 5, 6, 7, 8, 26	DETOUR 1500 FT	W20-2
4	12, 40	DETOUR SOUTH ELK DRIVE	M4-8 M3-2 D3-1 M5-1R
5	13, 41	DETOUR SOUTH ELK DRIVE	M4-8 M3-2 D3-1 M6-1R
7	9	DETOUR SOUTH ELK DRIVE	M4-8 M3-2 D3-1 M5-1L
8	10	DETOUR SOUTH ELK DRIVE	M4-8 M3-2 D3-1 M6-1L
9	15	END DETOUR SOUTH ELK DRIVE	M4-8A M3-2 D3-1
10	27, 36	DETOUR NORTH ELK DRIVE	M4-8 M3-4 D3-1 M5-1R

DETOUR CONSTRUCTION SIGNS			
TEXT NUMBER	LOCATION NUMBER	TEXT	NATIONAL OR STATE M.U.T.C.D. NUMBER
11	28, 37	DETOUR NORTH ELK DRIVE	M4-8 M3-4 D3-1 M6-1R
13	24, 30	DETOUR NORTH ELK DRIVE	M4-8 M3-4 D3-1 M5-1L
14	25, 31	DETOUR NORTH ELK DRIVE	M4-8 M3-4 D3-1 M6-1L
15	33	END DETOUR NORTH ELK DRIVE	M4-8A M3-4 D3-1
16	11, 14, 16, 17, 18, 19	DETOUR SOUTH ELK DRIVE	M4-8 M3-2 D3-1 M6-3
17	38	ROAD CLOSED	R11-2
18	21, 22, 29, 32, 34, 35	DETOUR NORTH ELK DRIVE	M4-8 M3-4 D3-1 M6-3
19	42, 43	DETOUR	M4-9R
20	44, 45	DETOUR	M4-9L
21	46, 47, 48	SIDEWALK CLOSED	R-9

AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
ON: DECEMBER 2, 2013

ALTERED BY:  
ON:



**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

**NOTES:**

- REFER TO DWG TCP-2 FOR TRAFFIC CONTROL PLAN.
- ALL COSTS FOR THE TEMPORARY SIGNS USED FOR THE WZTC SHALL BE INCLUDED UNDER ITEM 619.01.

AS-BUILT REVISIONS  
DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE,  
OVER THE LACHUTE RIVER  
TOWN OF TICONDEROGA  
COUNTY: ESSEX DATE: DECEMBER 2013

PIN 1757.60

BRIDGES  
3-30252-0

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

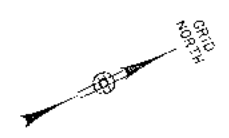
TRAFFIC CONTROL  
SIGN TABLE

CONTRACT NUMBER  
D033490  
DRAWING NO. TCP-3  
SHEET NO. 14 OF 75

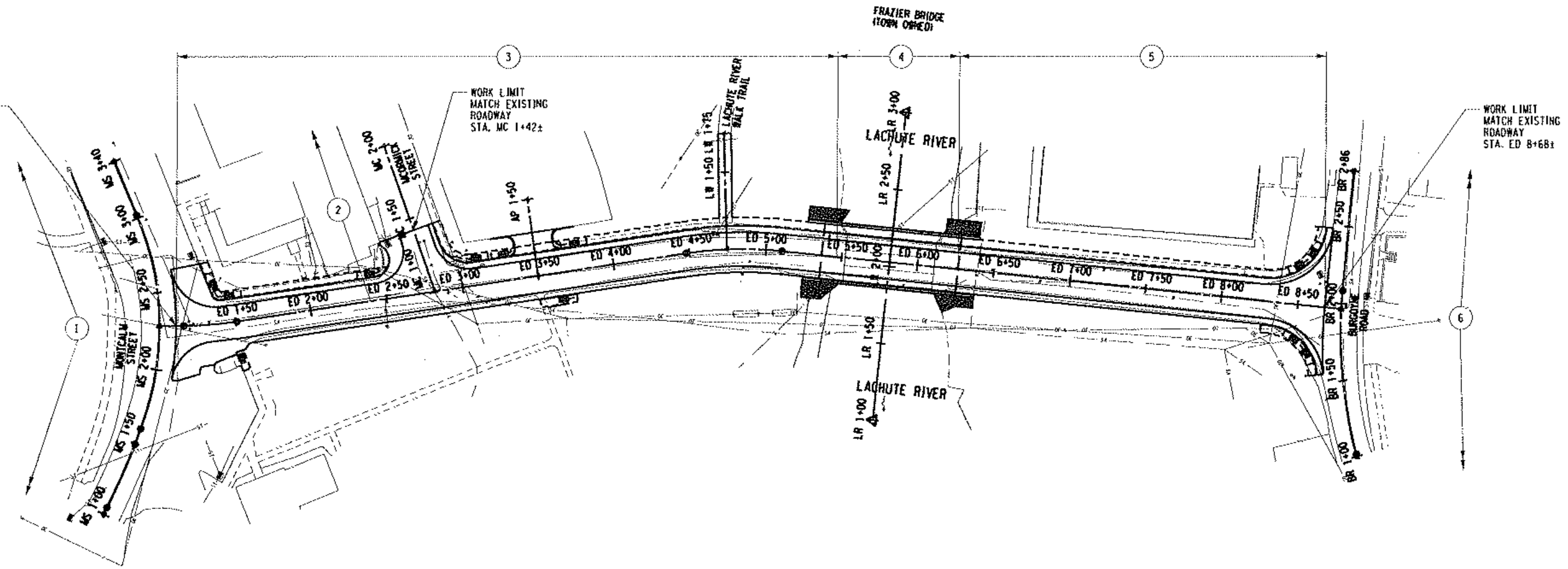
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NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760\_CPH\_TCP-3

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING EC  
 CHECK JT/AMH  
 DESIGN CC/DT  
 JOB MANAGER CC/JJS  
 DESIGN SUPERVISOR FM



WORK LIMIT  
MATCH EXISTING  
ROADWAY  
STA. ED 1+11±



WORK LIMIT  
MATCH EXISTING  
ROADWAY  
STA. ED 8+68±

**MAINTENANCE JURISDICTION TABLE**

PART NO.	DESCRIPTION	LIMITS	FEATURES TO BE MAINTAINED	± FEET ±	LANE FEET ±	AGENCY	AUTHORITY FOR MAINTENANCE JURISDICTION
1	MONTCALM STREET	STA. MS 1+00 TO STA. MS 3+40	PAVEMENT, DRAINAGE, CURBING, SIGNAGE, STRIPING, RAILING AND SNOW & ICE CONTROL	AS SHOWN	AS SHOWN	ESSEX COUNTY	SECTION 129, HIGHWAY LAW
2	MCCORMICK STREET	STA. MC 1+00 TO STA. MC 2+00	PAVEMENT, DRAINAGE, CURBING, SIGNAGE, STRIPING, RAILING AND SNOW & ICE CONTROL	AS SHOWN	AS SHOWN	VILLAGE OF TICONDEROGA	SECTION 129, HIGHWAY LAW
3	ELK DRIVE (TOWER AVE)	STA. ED 1+00 TO STA. ED 5+31	PAVEMENT, DRAINAGE, CURBING, SIGNAGE, STRIPING, RAILING AND SNOW & ICE CONTROL	AS SHOWN	AS SHOWN	VILLAGE OF TICONDEROGA	SECTION 129, HIGHWAY LAW
4	LACHUTE RIVER	STA. ED 5+31 TO STA. ED 6+21	PAVEMENT, DRAINAGE, CURBING, SIGNAGE, STRIPING, RAILING AND SNOW & ICE CONTROL	AS SHOWN	AS SHOWN	ESSEX COUNTY	SECTION 129, HIGHWAY LAW
5	ELK DRIVE (TOWER AVE)	STA. ED 6+27 TO STA. ED 8+78	PAVEMENT, DRAINAGE, CURBING, SIGNAGE, STRIPING, RAILING AND SNOW & ICE CONTROL	AS SHOWN	AS SHOWN	VILLAGE OF TICONDEROGA	SECTION 129, HIGHWAY LAW
6	BURGOYNE (ROGERS STREET)	STA. BR 1+00 TO STA. BR 2+86	PAVEMENT, DRAINAGE, CURBING, SIGNAGE, STRIPING, RAILING AND SNOW & ICE CONTROL	AS SHOWN	AS SHOWN	VILLAGE OF TICONDEROGA	SECTION 129, HIGHWAY LAW
1, 2, 3, 5, 6	SIDEWALKS	ENTIRE PROJECT AREA	CONCRETE AND SNOW & ICE CONTROL	AS SHOWN	AS SHOWN	VILLAGE OF TICONDEROGA	SECTION 129, HIGHWAY LAW
1, 2, 3, 4, 5, 6	STORM DRAINAGE SYSTEM	ENTIRE PROJECT AREA	MANHOLES, CATCH BASINS, OUTLETS, CONCRETE GUTTERS AND PIPES	AS SHOWN	AS SHOWN	VILLAGE OF TICONDEROGA	SECTION 129, HIGHWAY LAW
1, 2, 3, 4, 5, 6	SEWER SYSTEM	ENTIRE PROJECT AREA	MANHOLES, LATERALS AND PIPES	AS SHOWN	AS SHOWN	VILLAGE OF TICONDEROGA	SECTION 129, HIGHWAY LAW
1, 2, 3, 4, 5, 6	WATER SYSTEM	ENTIRE PROJECT AREA	DISTRIBUTION MAIN, HYDRANTS, VALVES, & OTHER APPARATUS	AS SHOWN	AS SHOWN	VILLAGE OF TICONDEROGA	SECTION 129, HIGHWAY LAW
1, 2, 3, 4, 5, 6	UTILITY: CABLE TV	ENTIRE PROJECT AREA	AERIAL CABLE	AS SHOWN	AS SHOWN	TIME WARNER CABLE	
1, 2, 3, 4, 5, 6	UTILITY: TELEPHONE	ENTIRE PROJECT AREA	AERIAL PHONE	AS SHOWN	AS SHOWN	VERIZON	
1, 2, 3, 4, 5, 6	UTILITY: ELECTRIC	ENTIRE PROJECT AREA	AERIAL ELECTRIC	AS SHOWN	AS SHOWN	NATIONAL GRID	

**MAINTENANCE JURISDICTION NOTES:**

- 'PART NO.' IN THE TABLE REFERS TO CORRESPONDING CIRCLED NUMBER ON PLAN.
- ALL EXISTING MUNICIPALLY OR PRIVATELY OWNED UTILITIES WITHIN THE LIMITS OF THE HIGHWAY RIGHT OF WAY WHICH REMAIN IN SERVICE UNCHANGED, AND ALL SUCH FACILITIES RELOCATED AS A PART OF THE WORK PERFORMED UNDER THIS PROJECT, WHETHER CROSSING, LOCATED WITHIN OR ADJACENT TO THE ROW, SHALL BE MAINTAINED BY THE MUNICIPALITY OR BY THE PRIVATE OWNER AT NO COST OR EXPENSE TO THE COUNTY.
- THE PORTION OF A DRIVEWAY OR PRIVATE ROAD, CONSTRUCTED OR ADJUSTED UNDER THE PROJECT BETWEEN THE EDGE OF PAVEMENT AND THE OUTSIDE EDGE OF SHOULDER OR GUTTER LINE, SHALL BE MAINTAINED BY THE COUNTY. THE REMAINING PORTION OF THE ADJUSTED SHOULDER, OR GUTTER LINE, SHALL BE MAINTAINED BY THE OWNER(S) UNDER SECTION 54-A OF THE HIGHWAY LAW.
- THE COUNTY BY AGREEMENT MAY CONTRACT WITH THE LOCAL MUNICIPALITY / STATE FOR MAINTENANCE OF COUNTY ROADS, HOWEVER PRIMARY JURISDICTION REMAINS WITH THE COUNTY.



AS-BUILT REVISIONS  
DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE  
OVER THE LACHUTE RIVER  
TOWN OF TICONDEROGA  
COUNTY: ESSEX      DATE: DECEMBER 2013

PH 1757.60

BRIDGES  
3-30252-0

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

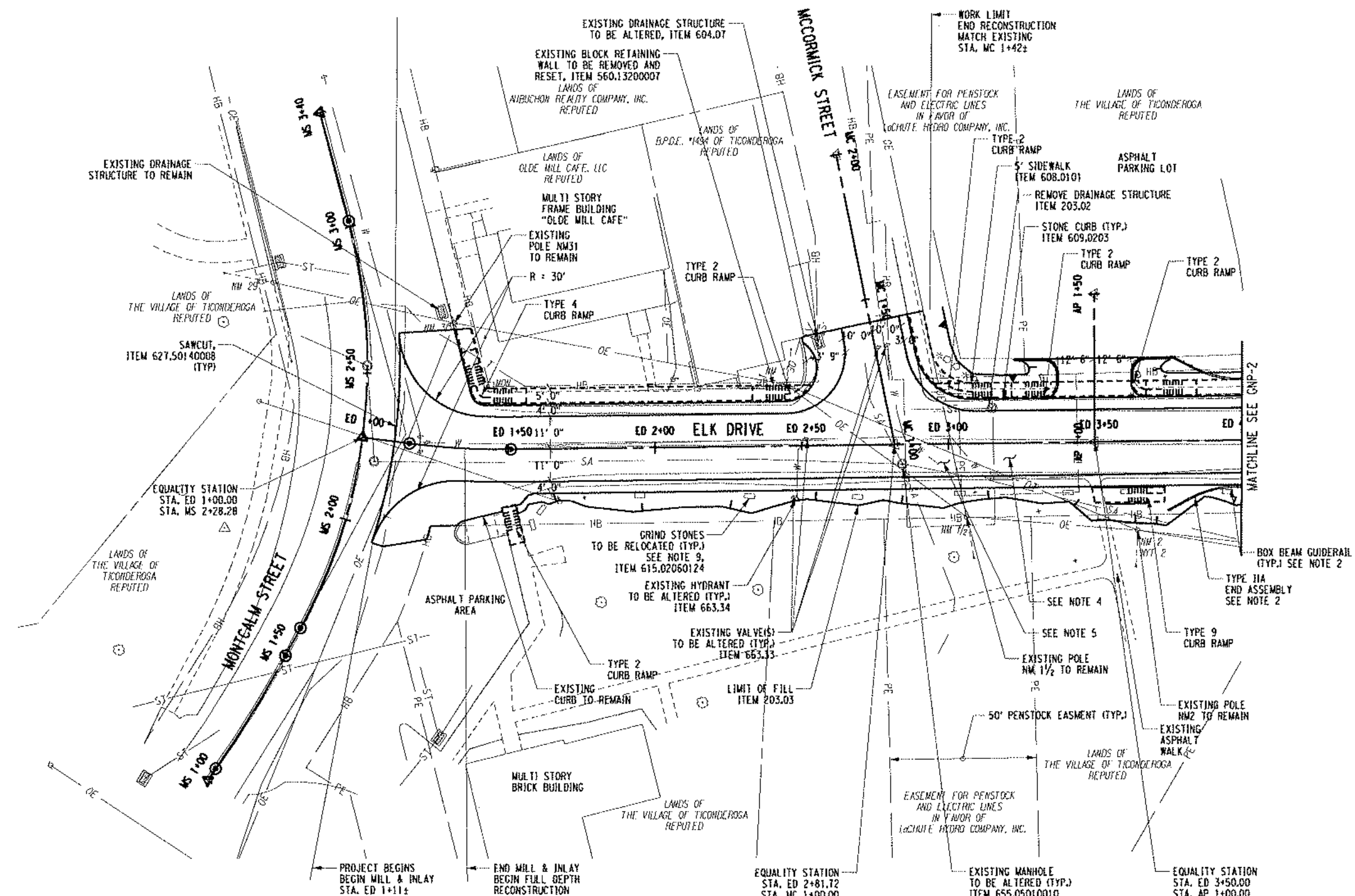
MAINTENANCE AND JURISDICTION  
PLAN AND TABLE

CONTRACT NUMBER  
D033490  
DRAWING NO. MJP-1  
SHEET NO. 15 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPH.MJP-1

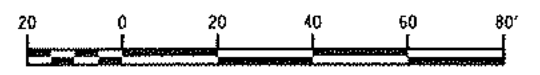
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 DRAFTING FC  
 CHECK JT/AH  
 DESIGN CC/DT  
 JOB MANAGER CC/JJS  
 DESIGN SUPERVISOR FM



**NOTES:**

1. REFER TO DWG. HCP-1 FOR HORIZONTAL CONTROL PLAN AND CURVE DATA.
2. BRIDGE LOCATION IS APPROXIMATE. REFER TO ST DWGS. FOR BRIDGE PLAN, PROFILE, AND DWGS. ST-29 FOR BRIDGE RAIL LAYOUT AND DETAILS.
3. REFER TO TCP DWGS FOR TRAFFIC DETOUR PLAN.
4. EASEMENT FOR UNDERPASS FOR STEAM LINES, AND STOCK LINES IN FAVOR OF LACHUTE HYDRO COMPANY, INC.
5. EASEMENT FOR PENSTOCK, AND ELECTRIC LINES IN FAVOR OF LACHUTE HYDRO COMPANY, INC.
6. REFER TO SGP DWGS. FOR PROPOSED SIGN AND PAVEMENT MARKINGS.
7. REFER TO WA DWGS. FOR PROPOSED WATER SYSTEM PLAN AND DETAILS.
8. ANY TREES, PLANTINGS, LANDSCAPE FEATURES AND OTHER ITEMS THAT ARE TO REMAIN SHALL BE PROTECTED A.O.B.E. COST INCLUDED UNDER VARIES ITEMS IN THE CONTRACT EXCEPT AS NOTED.
9. REFER TO SPECIAL NOTE IN CONTRACT DOCUMENTS ON RELOCATION OF GRIST MILL STONES. COST INCLUDED UNDER ITEM 615.02060124.
10. REFER TO LPN DWGS. FOR PROPOSED PEDESTRIAN LIGHTING AND LANDSCAPE PLAN.

**NOTE:**  
ALL UTILITY LOCATIONS ARE QUALITY LEVEL "C".



AFFIX SEAL: GREENMAN - PEDERSEN, INC  
ON: DECEMBER 2, 2013

ALTERED BY: ON:

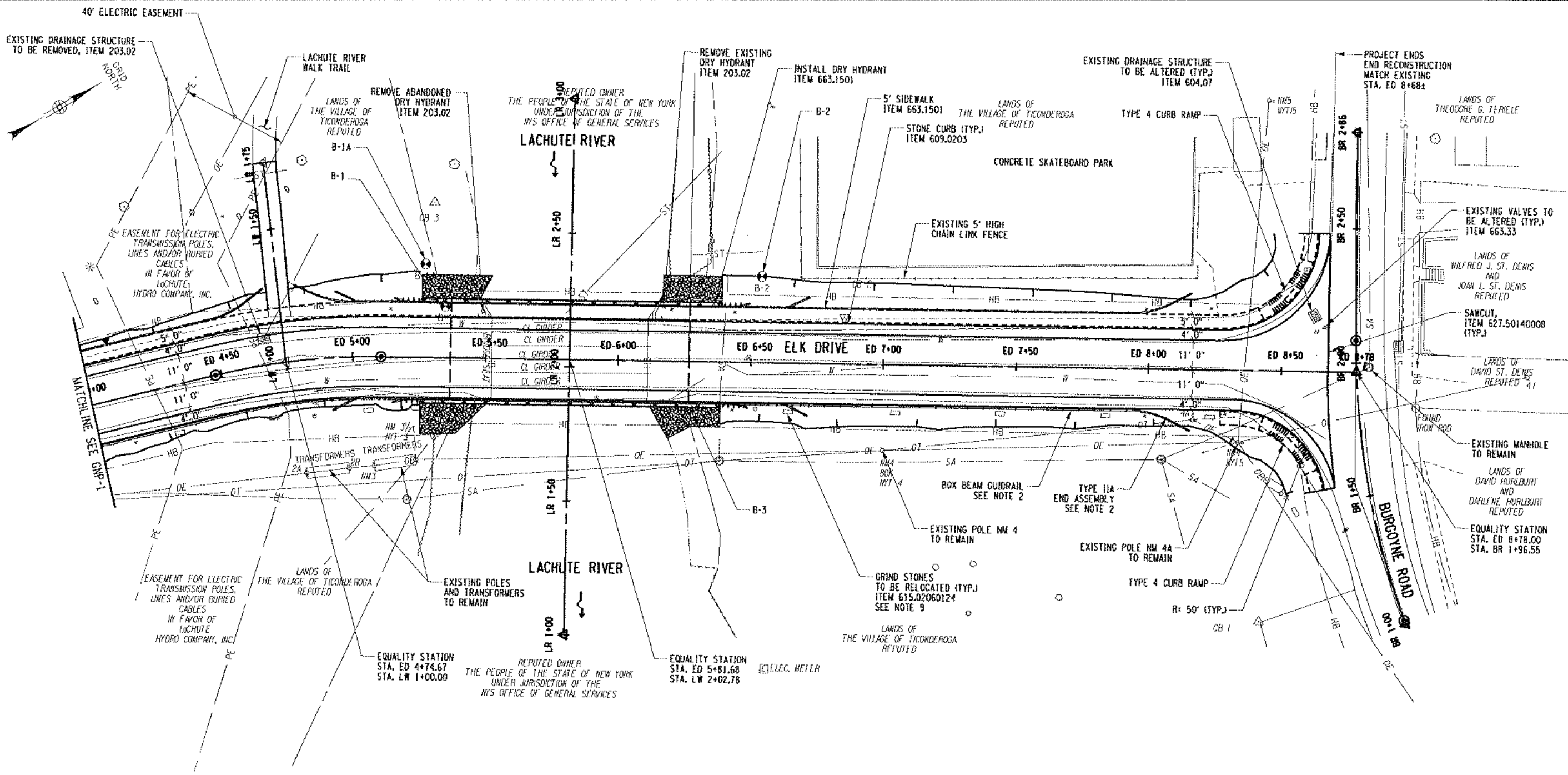
**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	TOWN OF TICONDEROGA				GENERAL PLAN	DRAWING NO. GNP-1
	COUNTY: ESSEX	DATE: DECEMBER 2013				SHEET NO. 16 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CHP.GNP-01

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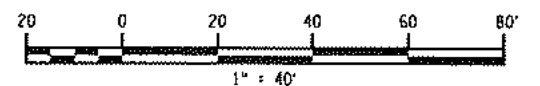
AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 DN:

**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

- NOTES:**
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  - BRIDGE LOCATION IS APPROXIMATE. REFER TO ST DWGS. FOR BRIDGE PLAN, PROFILE, AND DWGS. ST-29 FOR BRIDGE RAIL LAYOUT AND DETAILS.
  - REFER TO TCP DWGS FOR TRAFFIC DETOUR PLAN.
  - EASEMENT FOR UNDERPASS FOR STEAM LINES, AND STOCK LINES IN FAVOR OF LOCHUTE HYDRO COMPANY, INC.
  - EASEMENT FOR PENSTOCK, AND ELECTRIC LINES IN FAVOR OF LOCHUTE HYDRO COMPANY, INC.
  - REFER TO SGP DWGS. FOR PROPOSED SIGN AND PAVEMENT MARKINGS.
  - REFER TO WA DWGS. FOR PROPOSED WATER SYSTEM PLAN AND DETAILS.
  - ANY TREES, PLANTINGS, LANDSCAPE FEATURES AND OTHER ITEMS THAT ARE TO REMAIN SHALL BE PROTECTED A.O.B.E. COST INCLUDED UNDER VARIES ITEMS IN THE CONTRACT.
  - REFER TO SPECIAL NOTE IN CONTRACT DOCUMENTS ON RELOCATION OF GRIST MILL STONES. COST INCLUDED UNDER ITEM 615.02060124.
  - REFER TO LPN DWGS. FOR PROPOSED PEDESTRIAN LIGHTING AND LANDSCAPE PLAN.

**NOTE:**  
 ALL UTILITY LOCATIONS ARE QUALITY LEVEL "C".

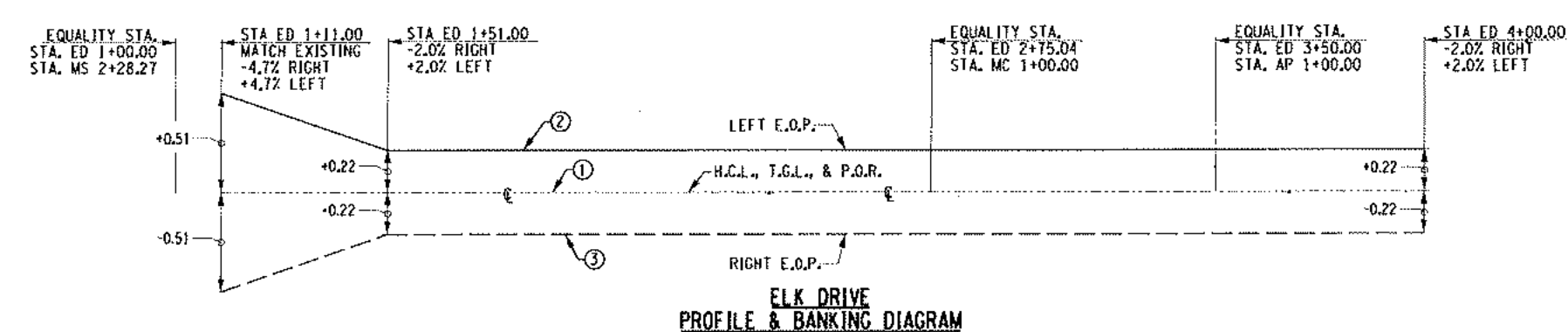
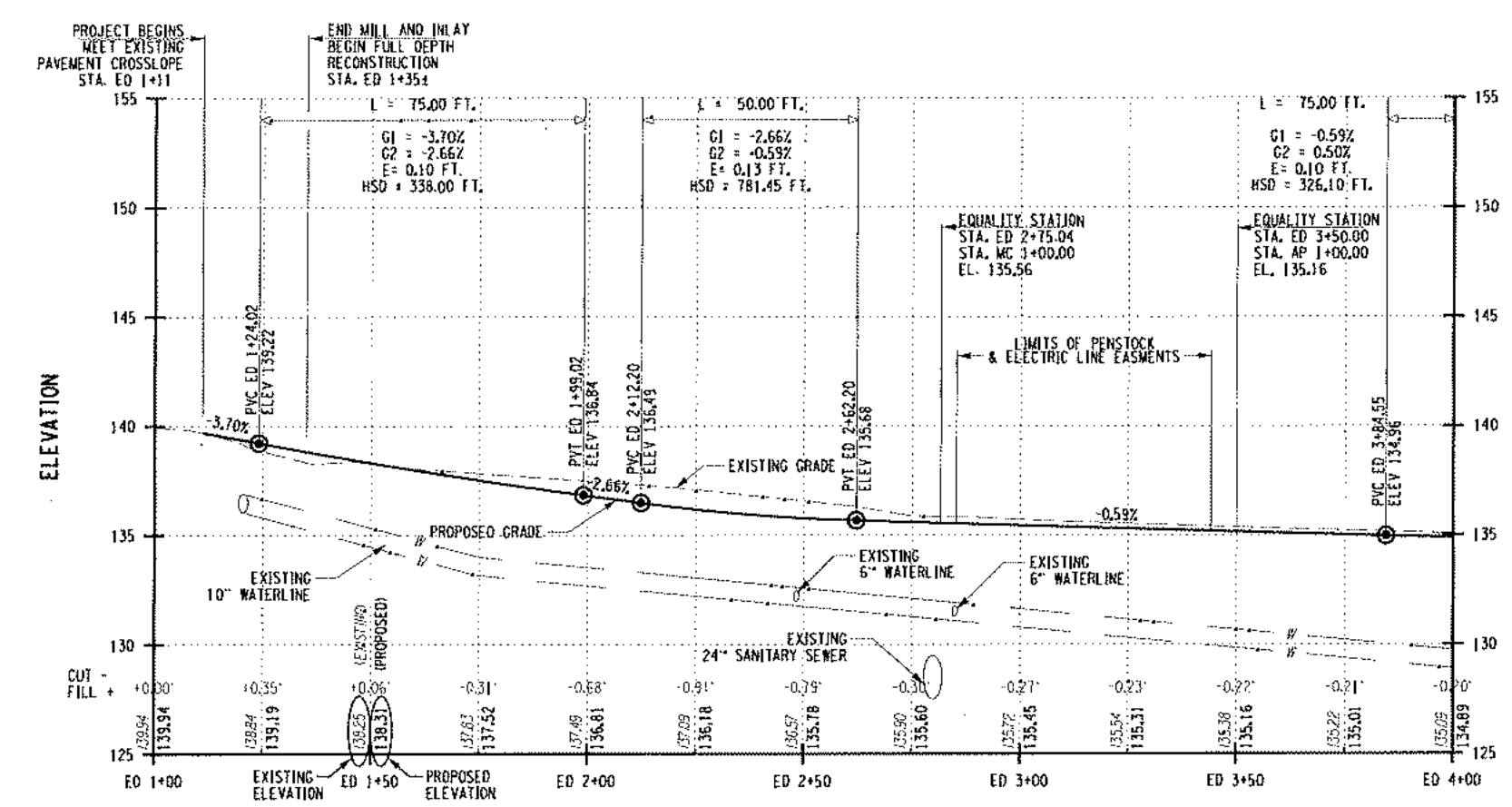


AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	TOWN OF TICONDEROGA					D033490
	COUNTY: ESSEX	DATE: DECEMBER 2013				DRAWING NO. GNP-2
						SHEET NO. 17 OF 75

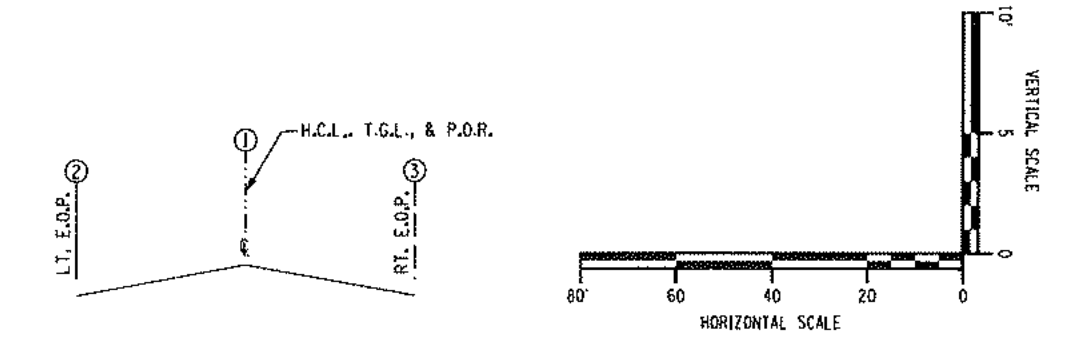
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NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPH.GNP-02

PROJECT MANAGER CC  
 CHECK CC/DOT  
 DRAFTING JFC  
 CHECK JI/AH  
 DESIGN CC/DOT  
 JOB MANAGER CC/JJS  
 DESIGN SUPERVISOR FM



- NOTES:**
1. THE PROPOSED T.G.L. IS THE HORIZONTAL CONTROL LINE.
  2. EASEMENT FOR UNDERPASS FOR STEAM LINES, AND STOCK LINES IN FAVOR OF LACHUTE HYDRO COMPANY, INC.
  3. EASEMENT FOR PENSTOCK, AND ELECTRIC LINES IN FAVOR OF LACHUTE HYDRO COMPANY, INC.
  4. PROPOSED WATERLINE NOT SHOWN, SEE WA DWGS, FOR PROFILE.



AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 ON:

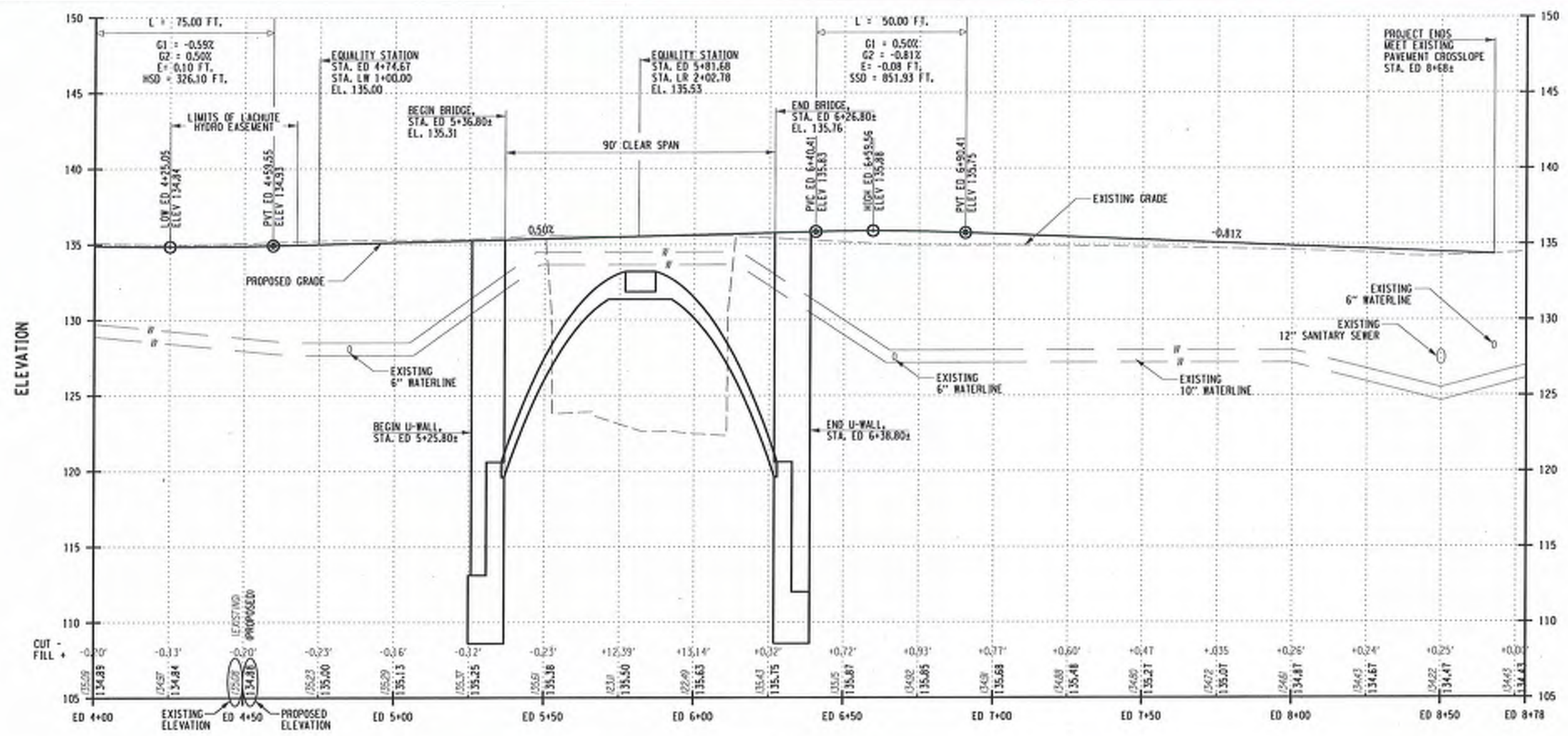
**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE.	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	OVER THE LACHUTE RIVER					DRAWING NO. PRO-1
	TOWN OF TICONDEROGA				PROFILE	SHEET NO. 18 OF 75
	COUNTY: ESSEX	DATE: DECEMBER 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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760\_CHP\_PRO-01

PROJECT MANAGER: CC  
 CHECK: CC/OT  
 DRAFTING: FC  
 CHECK: JT/AM  
 DESIGN: CC/OT  
 JOB MANAGER: CC/JJS  
 DESIGN SUPERVISOR: FM



**ELK DRIVE  
PROFILE & BANKING DIAGRAM**

- NOTES:**
1. THE PROPOSED T.G.L. IS THE HORIZONTAL CONTROL LINE.
  2. EASEMENT FOR UNDERPASS FOR STEAM LINES, AND STOCK LINES IN FAVOR OF LACHUTE HYDRO COMPANY, INC.
  3. EASEMENT FOR PENSTOCK, AND ELECTRIC LINES IN FAVOR OF LACHUTE HYDRO COMPANY, INC.
  4. PROPOSED WATERLINE NOT SHOWN. SEE WA DRGS. FOR PROFILE.

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
ON: DECEMBER 2, 2013

ALTERED BY: ON:

**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICOMANDOGA COUNTY: ESSEX	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	DATE: DECEMBER 2013				PROFILE	DRAWING NO. PRO-2
						SHEET NO. 19 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CHP.PRO-02

PROJECT MANAGER CC

CHECK CC/DT

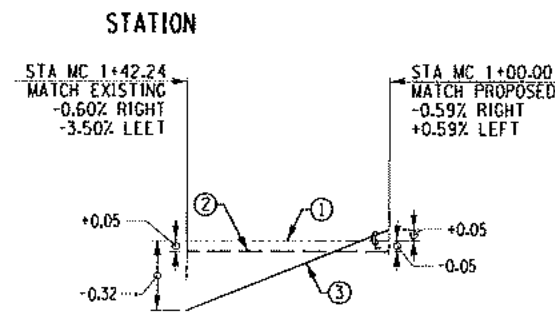
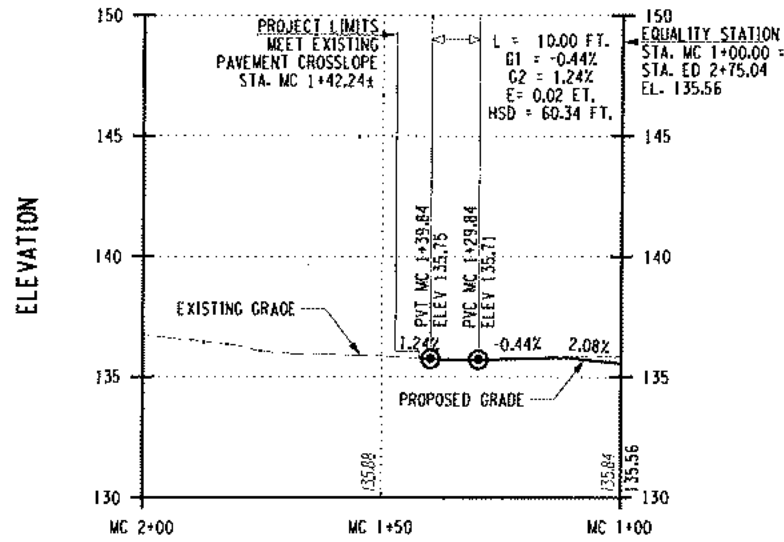
DRAFTING FC

CHECK JT/WH

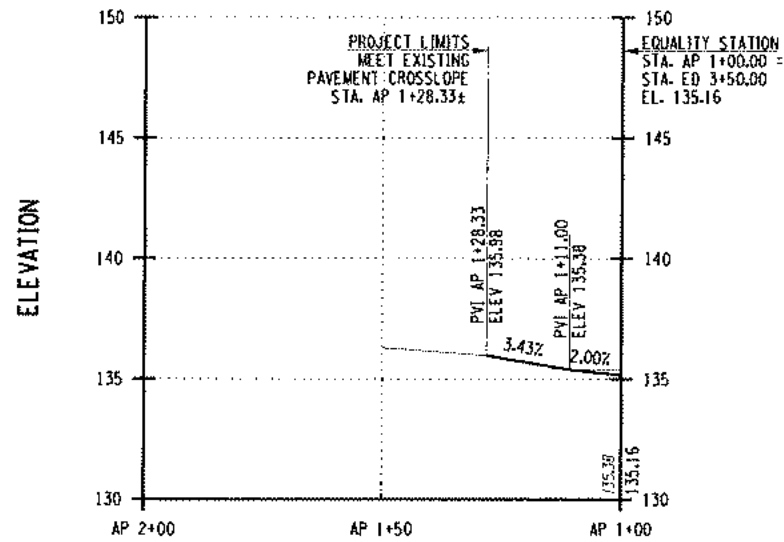
DESIGN CC/DT

JOB MANAGER CC/JS

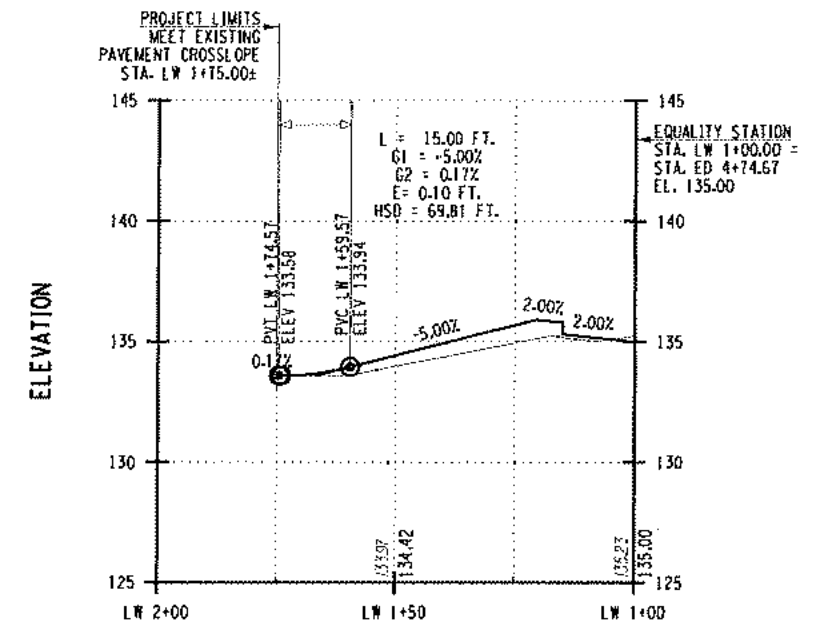
DESIGN SUPERVISOR EM



MCCORMICK STREET PROFILE & BANKING DIAGRAM



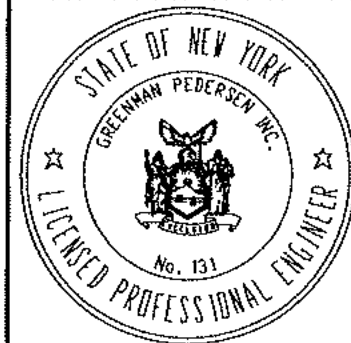
ASPHALT PARKING LOT PROFILE



LACHUTE RIVER WALK PROFILE

AFFIX SEAL: GREENMAN - PEDERSEN, INC. ON: DECEMBER 2, 2013

ALTERED BY: ON:



**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS  
DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE.	PIN 1757.60
OVER THE LACHUTE RIVER	
TOWN OF TICONDEROGA	
COUNTY: ESSEX	DATE: DECEMBER 2013

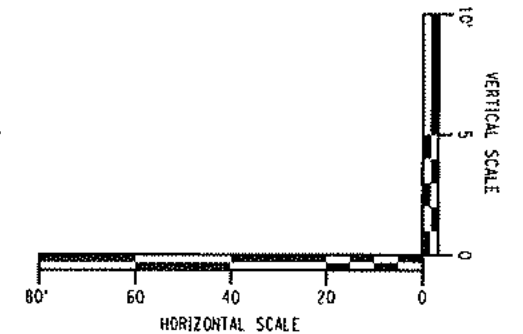
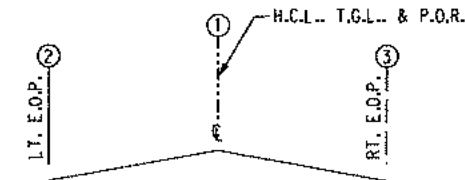
BRIDGES  
3-30252-0

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

PROFILE

CONTRACT NUMBER	D033490
DRAWING NO.	PRO-3
SHEET NO.	20 OF 75



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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760-CHP\_PRO-03



PROJECT MANAGER: CC  
 CHECK: CC/OT  
 DRAFTING: FC  
 CHECK: JT/AM  
 DESIGN: CC/JS  
 JOB MANAGER: CC/JS  
 DESIGN SUPERVISOR: FM

SIDEWALK TABLE							
LOCATION		TYPE	LENGTH (FT)	WIDTH (FT)	THICKNESS (FT)	ITEM 608.0101 (CY)	ITEM 608.0101 (CY)
STATION TO STATION	SIDE						
MS 2+63	ED 2+54	LT	S	141'	5'	0.33'	9 CY
MC 1+42	ED 3+33	LT	S	64'	5'	0.33'	4 CY
ED 3+33	ED 3+68	LT	C	35'	5'	0.50'	4 CY
ED 3+68	ED 5+26	LT	S	162'	5'	0.33'	10 CY
ED 5+26	ED 6+39	LT	B	113'	5'	0.33'	7 CY
ED 6+39	BR 2+48	LT	S	245'	5'	0.33'	15 CY
ED 3+49	ED 3+73	RT	S	24'	5'	0.33'	2 CY
ED 8+27	ED 8+68	RT	S	41'	5'	0.33'	3 CY
TOTAL							54 CY

NOTES:  
 S = SIDEWALK  
 R = RESIDENTIAL DRIVEWAY  
 C = MINOR COMMERCIAL DRIVEWAY  
 B = ON BRIDGE

CURB RAMP TABLE			
LOCATION		CURB RAMP TYPE	ITEM 608.21 (SY)
STATION	SIDE		
ED 1+40±	LT	4	2.05Y
ED 1+50±	RT	2	1.25Y
ED 2+48±	LT	2	1.75Y
ED 3+00±	LT	2	2.45Y
ED 3+35±	LT	2	1.65Y
ED 3+64±	LT	2	1.65Y
ED 3+68±	RT	9	1.35Y
ED 8+53±	LT	4	1.35Y
ED 8+55±	RT	4	1.35Y
TOTAL			14.45Y

**SIDEWALK NOTES:**

- REFER TO NYS DOT STANDARD SHEETS 608-01 (SHEETS 1 THRU 4) FOR ADDITIONAL SIDEWALK DETAILS AND NOTES.
- REFER TO THIS SHEET FOR CURB RAMP TYPE 2 MOD AND TYPE 13 MOD DETAILS. REFER TO NYS DOT STANDARD SHEET 608-01 (SHEET 2 OF 4) FOR CURB RAMP TYPE 1 AND TYPE 2 DETAILS.
- REFER TO CURB RAMP TABLE (THIS SHEET) AND NYS DOT STANDARD SHEET 608-01 (SHEET 4 OF 4) FOR INFORMATION RELATING TO ITEM 608.21 - EMBEDDED DETECTABLE WARNING UNITS.
- THE COLOR OF THE DETECTABLE WARNING UNITS (ITEM 608.21) SHALL BE DARK RED.

DRIVEWAY TABLE											
DRIVEWAY	LOCATION		EXISTING MATERIAL	CLASS	W (FT)	CORNER ANGLE	PL (FT)	TL (FT)	ENTRANCE TYPE	COMMENTS	
	STATION TO STATION	SIDE									
DWY-1	ED 3+33±	TO ED 3+68±	LT	AC	C	25'	90°	17.5'	-	2	PL CONSISTS OF 4" SHOULDER, 5.5' SIDEWALK & 8" ASPHALT CONCRETE

**DRIVEWAY TABLE NOTES:**

- REFER TO NYS DOT STANDARD SHEETS 608-03 THRU 608-06 FOR ADDITIONAL DRIVEWAY DETAILS AND NOTES.
- THE APPROPRIATE REFERENCES (SEE NOTE 1) SHALL BE CONSULTED BEFORE ADDING ADDITIONAL DRIVENAYS OR CHANGING THE DRIVEWAY LAYOUT OR ENTRANCE TYPE.
- FOR ALL DRIVENAYS, THE PROPOSED SUBBASE MATERIAL FOR THE ENTIRE DRIVEWAY PAVEMENT LENGTH (PL) SHALL BE ITEM 304.12 - SUBBASE COURSE, TYPE 2 UNLESS OTHERWISE NOTED.
- TRANSITION LENGTH (TL) IS ONLY APPLICABLE TO NON-PAVED DRIVENAYS (STONE, GRAVEL, GRASS, OR DIRT) AND INDICATES THE DIMENSION BEYOND THE PAVEMENT LENGTH (PL) FOR THE TRANSITION TO THE EXISTING DRIVEWAY SURFACE. THE AREA DEFINED BY THE TL SHALL BE CONSTRUCTED OF A SIMILAR MATERIAL TO THE EXISTING DRIVEWAY.
- THE LENGTH OF ANY GRADING TRANSITION TO AN EXISTING PAVED DRIVEWAY IS INCLUDED AS PART OF THE PAVEMENT LENGTH (PL) REFER TO THE "TIE-IN TO EXISTING PAVED DRIVENAYS" DETAIL ON NYS DOT STANDARD SHEET 608-03X.

**DRIVEWAY TABLE LEGEND:**

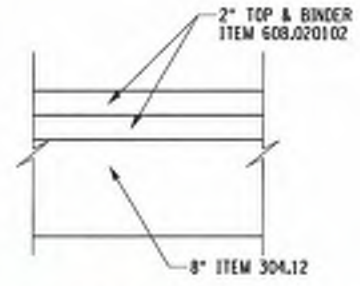
- EXISTING MATERIAL:  
 AC ASPHALT CONCRETE  
 PCC PORTLAND CEMENT CONCRETE  
 OTHER MATERIALS INCLUDE:  
 STONE, GRAVEL, DIRT, AND GRASS
- W = WIDTH OF DRIVEWAY  
 PL = DRIVEWAY PAVEMENT LENGTH  
 TL = DRIVEWAY TRANSITION LENGTH
- ENTRANCE TYPE:  
 1 ENTRANCE WIDENING METHOD: RADIUS;  
 CLASS R OR C DRIVENAYS ONLY  
 2 ENTRANCE WIDENING METHOD: RADIUS;  
 CLASS C DRIVENAYS ONLY  
 3 ENTRANCE WIDENING METHOD: TAPER;  
 CLASS C DRIVENAYS ONLY  
 4 ENTRANCE METHOD: TAPER;  
 CLASS R OR C DRIVENAYS ONLY
- (REFER TO NYS DOT STANDARD SHEET 608-04 FOR FURTHER INFORMATION)

**CLASS DRIVEWAY CLASSIFICATION:**

- R RESIDENTIAL
- C MINOR COMMERCIAL
- M MAJOR COMMERCIAL
- F FIELD ENTRANCE

CORNER ANGLE = THE ANGLE BETWEEN ROADWAY AND DRIVEWAY AS IF TURNING FROM THE ROADWAY ONTO THE DRIVEWAY (THE ALLOWABLE RANGE IS 60° TO 120°).

NOTE:  
 NONE OF THE 4 DEFINED ENTRANCE TYPES APPLY TO EITHER CLASS M (MAJOR COMMERCIAL) OR CLASS F (FIELD ENTRANCE) DRIVENAYS. FOR DESIGN GUIDANCE RELATED TO THESE CLASSES OF DRIVENAYS, REFER TO CHAPTER 5 APPENDIX A OF THE NYS DOT HIGHWAY DESIGN MANUAL.



**"C" AND "M" ASPHALT DRIVEWAY RECONSTRUCTION**  
 SECTION DETAIL A  
 NOT TO SCALE

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013



ALTERED BY:  
 ON:

ITEM	DESCRIPTION	UNIT
304.12	SUBBASE COURSE, TYPE 2	CY
608.0101	CONCRETE SIDEWALKS AND DRIVENAYS	CY
608.020102	ASPHALT CONCRETE SIDEWALKS, DRIVENAYS AND BICYCLE PATHS	TON
608.020112	PLANT PRODUCTION QUALITY ADJUSTMENT TO 608.020101	QJ
608.21	EMBEDDED DETECTABLE WARNING UNITS	SY

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICOMDEROGA COUNTY: ESSEX DATE: DECEMBER 2013	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER 0033490
					MISCELLANEOUS TABLES AND DETAILS	DRAWING NO. MST-1 SHEET NO. 21 OF 75

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.

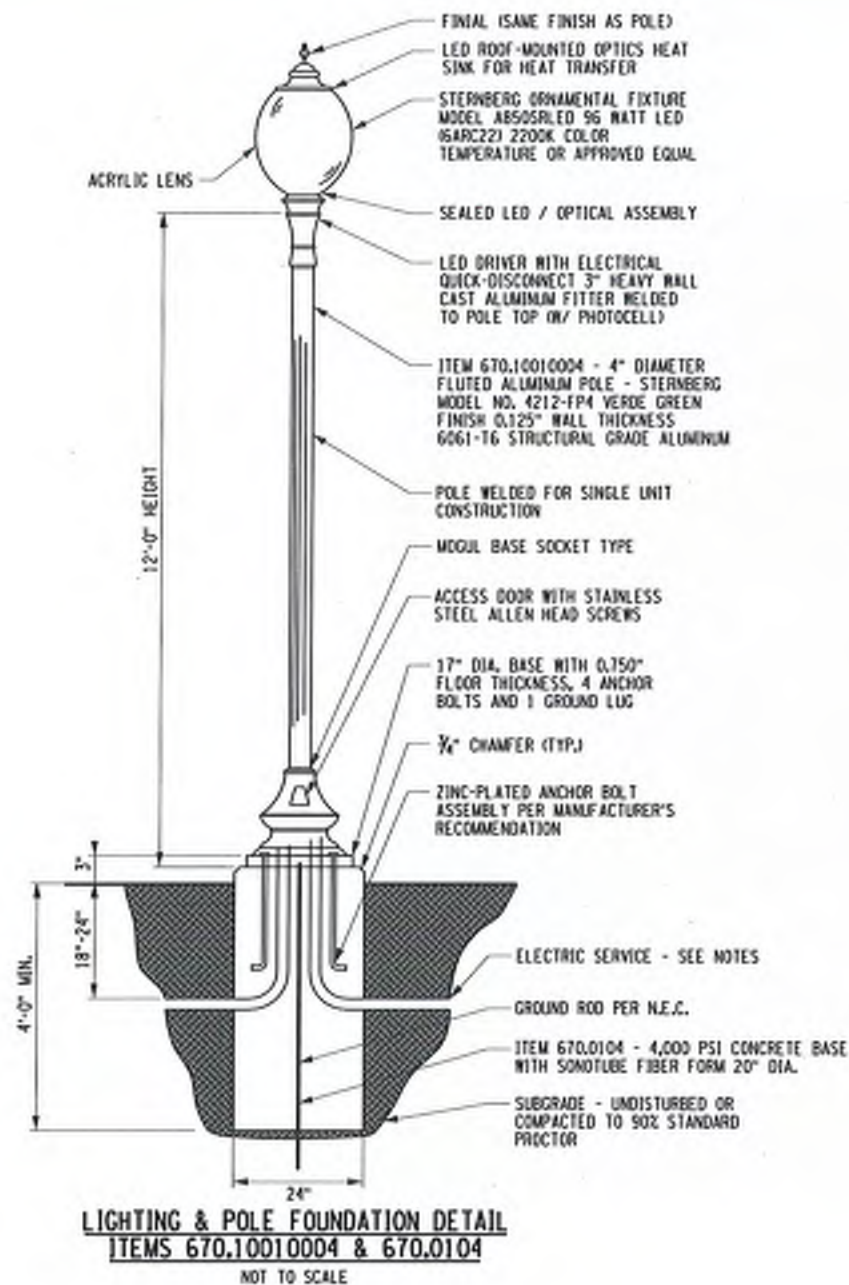
TABLE OF WHITE PAINT REFLECTORIZED PAVEMENT STRIPES (20 MILS)					
STATION TO STATION	SIDE (LT/RT)	DESCRIPTION	LENGTH (FT)	PAY FACTOR	ITEM 685.11 PAY LENGTH (LF)
MS 2+64	MC 1+42	LT	4 (IN) WHITE SOLID	1	188
MC 1+42	BR 2+48	LT	4 (IN) WHITE SOLID	1	630
MS 1+95	BR 1+56	RT	4 (IN) WHITE SOLID	1	791
ED 1+54		LT	18 (IN) STOP BAR	4.5	47
MC 1+28		LT	18 (IN) STOP BAR	4.5	54
ED 8+47		RT	18 (IN) STOP BAR	4.5	61
ED 1+46		-	CROSSWALK	32	426
MC 1+18		-	CROSSWALK	32	540
ED 3+70		-	CROSSWALK	32	372
ED 8+55		-	CROSSWALK	32	636
TOTAL					3,745

TABLE OF YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES (20 MILS)					
STATION TO STATION	SIDE (LT/RT)	DESCRIPTION	LENGTH	PAY FACTOR	ITEM 685.12 PAY LENGTH (FT)
ED 1+54	ED 8+47	CL	4 (IN) FULL BARRIER	2	1,386
TOTAL					1,386

EDGEDRAIN TABLE								
LOCATION	STATION TO STATION	SIDE	OUTLET POINT	TRENCH DIMENSIONS		ITEM 206.0201 (CY)	ITEM 605.1001 (CY)	ITEM 605.1701 (LF)
				WIDTH (FT)	DEPTH (FT)			
ED 1+35±	MC 1+42±	LT	DS-1	1.00'	2.00'	12 CY	11 CY	150
MC 1+42±	ED 4+25±	LT	DAYLIGHT ON RT	1.00'	2.00'	15 CY	14 CY	195
MC 4+25±	ED 6+60±	LT	DAYLIGHT ON RT	1.00'	2.00'	18 CY	17 CY	238
ED 6+60±	ED 8+68±	LT	DS-2	1.00'	2.00'	18 CY	17 CY	231
ED 1+35±	ED 4+25±	RT	DAYLIGHT ON RT	1.00'	2.00'	23 CY	22 CY	305
ED 4+25±	ED 6+60±	RT	DAYLIGHT ON RT	1.00'	2.00'	18 CY	17 CY	232
ED 6+60±	ED 8+68±	RT	DAYLIGHT ON RT	1.00'	2.00'	16 CY	16 CY	212
TOTAL						120 CY	114 CY	1,563

UTILITY ALTERATIONS						
STATION	OFFSET	EXISTING RIM (FT)	PROPOSED RIM (FT)	ITEM 604.07 (EA)	ITEM 655.05010010 (EA)	ITEM 663.33 (EA)
ED 1+29.48	2.79' LT	139.38	139.47			1
ED 1+20.03	2.32' RT	139.08	139.30			1
ED 1+22.06	1.01' LT	139.04	139.32			1
ED 2+47.00	17.33' RT	135.60	135.47			1
ED 2+51.29	2.22' LT	136.43	135.81			1
MC 1+39.46	18.61' LT	135.20	135.38	1		
MC 1+33.51	4.22' RT	135.63	135.62			1
MC 1+33.51	1.12' RT	135.70	135.69			1
ED 2+84.36	6.64' RT	135.70	135.41		1	
ED 8+62.64	20.29' LT	134.10	134.54	1		
ED 8+62.97	15.12' LT	134.43	134.56			1
ED 8+66.05	16.81' LT	134.43	134.53			1
TOTAL				2	1	9

TABLE OF PEDESTRIAN STREET LIGHTING LOCATIONS					
NUMBER	LOCATION STATION	OFFSET (FT) (HCL)	SIDE	ITEM 670.0104 (EA)	ITEM 670.10010004 (EA)
1	ED 1+46±	22.0	LT	1	1
2	ED 1+96±	22.0	LT	1	1
3	ED 3+05±	22.0	LT	1	1
4	ED 4+00±	22.0	LT	1	1
5	ED 5+20±	22.0	LT	1	1
6	ED 5+20±	36.5	RT	1	1
7	ED 6+44±	22.0	LT	1	1
8	ED 6+44±	36.5	RT	1	1
9	ED 7+46±	22.0	LT	1	1
10	ED 8+27±	22.0	LT	1	1
TOTAL				10	10



LIGHTING & POLE FOUNDATION DETAIL  
ITEMS 670.10010004 & 670.0104  
NOT TO SCALE

TABLE OF LIGHTING PULLBOX LOCATIONS				
NUMBER	LOCATION STATION	OFFSET (FT) (HCL)	SIDE	ITEM 670.3010 (EA)
1	ED 5+13±	22.0	LT	1
2	ED 6+49±	22.0	LT	1
TOTAL				2

AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
ON: DECEMBER 2, 2013

ALTERED BY:  
ON:



**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

ITEM	DESCRIPTION	UNIT
206.0201	TRENCH AND CULVERT EXCAVATION	CY
604.07	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES	EA
605.1001	UNDERDRAIN FILTER TYPE 2	CY
605.1701	OPTIONAL UNDERDRAIN PIPE, 4 INCH DIAMETER	LF
655.05010010	RESETTING EXISTING SANITARY SEWER MANHOLE CASTINGS	EA
663.33	ADJUST EXISTING VALVE BOX ELEVATION	EA
670.0104	FOUNDATION FOR LIGHT STANDARDS, 4 FT LONG	EA
670.10010004	DECORATIVE LIGHT POLES WITH ONE LUMINAIRE	EA
670.3010	PULLBOXES 7.6 CUBIC FEET TO 10 CUBIC FEET, INSIDE VOLUME (LIGHTING)	EA
685.11	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES-20 MILS	LF
685.12	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES-20 MILS	LF

AS-BUILT REVISIONS  
DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE,  
OVER THE LAHUTE RIVER

PIN 1757.60

BRIDGES  
S-30252-0

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

CONTRACT NUMBER

0033490

MISCELLANEOUS TABLES AND DETAILS

DRAWING NO. MST-2

SHEET NO. 22 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1

DOCUMENT NAME: 175760.CPH.MST-2

**STORMWATER POLLUTION PREVENTION AND TEMPORARY SOIL EROSION AND SEDIMENT CONTROL - GENERAL REQUIREMENTS**

1. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE EROSION AND SEDIMENT CONTROL PLANS FOR THIS CONTRACT AT ALL TIMES. WHENEVER SILTATION OR TURBIDITY IS DETECTED IN RECEIVING WATERS, WORK SHALL STOP AND CORRECTIVE MEASURES TAKEN TO STOP THE POLLUTION FROM OCCURRING. ALL MEASURES SHALL REMAIN IN PLACE UNTIL PERMANENT STABILIZATION MEASURES ARE OBTAINED.
2. ALL SEDIMENT AND EROSION CONTROL WORK REQUIRED BY THE CONTRACT DOCUMENTS WILL BE COMPLETED UNDER THE PROVISIONS OF SECTION 209 - "TEMPORARY SOIL EROSION AND SEDIMENT CONTROL" AND ITEMS IN THE CONTRACT, WITH THE EXCEPTION OF WORK COMPLETED UNDER SEPARATE NON -EROSION PAY ITEMS PROVIDED IN THIS CONTRACT.
3. THE CONTRACTOR'S ATTENTION IS ALSO DIRECTED TO SECTION 107-12 "WATER QUALITY PROTECTION" OF THE SPECIFICATIONS. ANY ACTIVITY OR REVISION TO THE CONTRACT INITIATED BY THE CONTRACTOR SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 107-12 UNLESS OTHERWISE ORDERED BY THE E.I.C.
4. THE CONTRACTOR SHALL PREPARE A SCHEDULE FOR ACCOMPLISHING TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL WORK IN ACCORDANCE WITH SECTIONS 107-12 AND 209 OF THE SPECIFICATIONS. THE CONSTRAINTS OF SECTION 209 OF THE SPECIFICATIONS SHALL BE REFLECTED IN THE ESTIMATED DATE FOR COMPLETING PERMANENT EROSION AND SEDIMENT CONTROL WORK. PARTICULAR ATTENTION IS DIRECTED TO THE REQUIREMENTS THAT FINAL GRADING AND PERMANENT SEEDING OF DISTURBED AREAS OF THE CONTRACT OCCUR PROGRESSIVELY THROUGH CONSTRUCTION PERIOD. PERMANENTLY STABILIZE COMPLETED AREAS WHENEVER IT IS REASONABLE TO AS DETERMINED BY THE ENGINEER.
5. THE CONTRACTOR SHALL PERFORM NECESSARY WORK TO ISOLATE CONSTRUCTION WORK AREAS AND ACTIVITIES, STAGING AREAS, PLATFORMS, OR OTHER AREAS TO BE DISTURBED FROM WATER COURSES PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL STABILIZE DISTURBED AREAS WITH APPROVED TEMPORARY OR PERMANENT EROSION CONTROL MEASURES IN ACCORDANCE WITH SECTION 209-3.04 - TEMPORARY SEED AND MULCH.
6. THE CONTRACTOR SHALL CONDUCT WEEKLY, ON THURSDAYS, AND AFTER EVERY RAIN STORM OF 1/2" OR GREATER, INSPECTIONS OF TEMPORARY SEDIMENT AND POLLUTION CONTROL STRUCTURES, SEEDING AND MULCH AREAS, EROSION CONTROL BLANKETS, OR OTHER CONTRACT WORK TO ENSURE THAT IT IS FUNCTIONING AS REQUIRED AND IS IN GOOD CONDITION. THE CONTRACTOR SHALL PROVIDE A WRITTEN REPORT OF THIS INSPECTION TO THE E.I.C. WITHIN 24 HOURS AND, AS DIRECTED BY THE E.I.C., SHALL MAKE APPROPRIATE CORRECTIONS AND REPLACEMENTS OR PERFORM MAINTENANCE (INCLUDING THE REMOVAL OF ACCUMULATED SILT) BY CLOSE OF BUSINESS ON THE DAY FOLLOWING THE INSPECTION, WHICH IS FRIDAY FOR WEEKLY INSPECTIONS. THE DESIGNATED DAY FOR WEEKLY INSPECTIONS FOLLOW-UP WORK AND REPORTS SHALL BE ADJUSTED APPROPRIATELY TO ACCOMMODATE FOR HOLIDAYS.
7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRAINAGE SYSTEM SO THAT IT REMAINS FREE OF SEDIMENT AND DEBRIS DURING THE COURSE OF CONSTRUCTION. COST TO BE INCLUDED UNDER VARIOUS TEMPORARY SOIL EROSION CONTROL ITEMS. NO SEPARATE PAYMENT WILL BE MADE.
8. SOIL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO STARTING THE CLEARING AND GRUBBING OPERATIONS AND EARTHWORK CONSTRUCTION. ALL APPROPRIATE DEVICES SHALL REMAIN IN PLACE UNTIL NEW SLOPES AND EXPOSED EARTHEN SURFACES ARE STABILIZED A.O.B.E. TEMPORARY SOIL EROSION DEVICES MAY BE LEFT IN PLACE AT COMPLETION OF THIS CONTRACT WITH PERMISSION OF THE ENGINEER. ALL OTHER DEVICES SHALL BE REMOVED AND THE DISTURBED AREA RESTORED UNDER SECTION 107-12 THE STANDARD SPECIFICATIONS, UNLESS OTHERWISE NOTED IN THE PLANS.
9. ALL STOCKPILES OF ERODIBLE MATERIAL SHALL BE RINGED AND SILT FENCE, RUNOFF DIVERTED TO AN APPROPRIATE SEDIMENT CONTROL STRUCTURE. STOCKPILES EXPOSED FOR LONGER THAN 14 DAYS SHALL BE STABILIZED WITH TEMPORARY MULCH ITEM 209.1003, OR OTHER MEANS OF TEMPORARY STABILIZATION.
10. THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS OF ANY APPLICABLE FEDERAL OR STATE CERTIFICATIONS/PERMITS THAT PERTAINS TO THIS PROJECT.
11. ALL STREAM WORK SHALL BE LIMITED TO WITHIN THE DESIGNATED RIGHT-OF-WAY, OR TEMPORARY EASEMENT WORK AREA LIMITS SHOWN ON THE CONTRACT DOCUMENTS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND TAKE APPROPRIATE MEASURES TO PREVENT CONTAMINATION OF WATER BODY BY SILT, SEDIMENT, FUELS, SOLVENTS, LUBRICANTS, EPOXY COATINGS OR PAINT CONCRETE OR LEACHATE, DUST OR ANY OTHER POLLUTION ASSOCIATED WITH THE CONTRACTOR'S OPERATIONS.
13. DURING CONCRETE POURING, NO FRESH CONCRETE LEACHATE, OR WASH WATER SHALL BE ALLOWED TO ENTER INTO ANY WATER BODY. POLLUTED WATER SHALL BE COLLECTED AND TRANSPORTED TO AN OFF-SITE, APPROVED WASTE TREATMENT FACILITY OR DISPOSAL SITE, IF NO ON-SITE AREA IS SUITABLE FOR TREATMENT OF WASH WATER AS DETERMINED BY THE E.I.C.
14. IF EARTHWORK IS PROPOSED ON SLOPES, A SILT FENCE (ITEM 209.13) SHALL BE PLACED ALONG A CONTINUOUS CONTOUR BETWEEN PROPOSED DISTURBED AREAS AND ANY EXISTING DRAINAGE DITCH, WATER COURSE, IMPOUNDMENT PRIOR TO EARTH EXCAVATION OR DISTURBANCE ACTIVITIES UNLESS OTHERWISE APPROVED BY THE E.I.C. SILT FENCES SHALL BE MAINTAINED IN GOOD CONDITION UNTIL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED WITH TURF OR OTHER EROSION RESISTANT MATERIALS AS SPECIFIED IN THE CONTRACT DOCUMENTS.
15. OTHER EROSION PROTECTION MEASURES OR STRUCTURES MAY BE REQUIRED AS CONDITIONS WARRANT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE PROTECTION FOR ANY WATER BODY ADJACENT TO OR DOWN GRADIENT FROM THE PROJECT, AND TO PROTECT ADJACENT PROPERTIES FROM DAMAGE UNTIL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED WITH TURF OR OTHER PERMANENT MEASURES AS CALLED FOR IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL REPLACE OR REPAIR POLLUTION CONTROL STRUCTURES THAT FAIL AS QUICKLY AS POSSIBLE. THE CONTRACTOR SHALL BE PAID FOR THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS UNDER APPROPRIATE PAYMENT ITEMS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 209 OF THE SPECIFICATIONS, EXCEPT MULCH APPLIED FOR PERMANENT SEEDING SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 610.1601 - TURF ESTABLISHMENT - ROADSIDE.
16. IN THE EVENT DEWATERING OPERATIONS BECOME NECESSARY, A SETTLING BASIN WILL BE REQUIRED UNLESS THE PUMP DISCHARGE IS FREE AND CLEAR OF SEDIMENT A.O.B.E. THE LOCATION AND DESIGN SHALL BE APPROVED BY THE ENGINEER. ALL COST TO BE INCLUDED IN THE UNIT BID PRICE OF VARIOUS EROSION CONTROL ITEMS. NO SEPARATE PAYMENT WILL BE MADE.
17. IN ADDITION TO THE DETAILS AND SPECIFICATIONS PROVIDED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REFER TO THE NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROLS (NYSDEC) FOR ADDITIONAL INFORMATION REGARDING THE INTENDED PURPOSE, DESIGN CRITERIA, AND MATERIAL SPECIFICATIONS.
18. EROSION CONTROL DEVICES SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE NYSOOT STANDARD SHEETS.
19. THE CONTRACTOR SHALL GRADE AND TRIM ALL SLOPES AS THE EXCAVATION PROGRESSES AND AT A MINIMUM MULCH ALL FINAL GRADED SLOPES WITHIN TWO DAYS OR AS ORDERED BY THE ENGINEER.
20. THE CONTRACTOR SHALL HAVE A HYDROSEEDER AND/OR MULCHING MACHINE AVAILABLE FOR THE PROJECT AT ALL TIMES.
21. ANY SCHEME PROPOSED BY THE CONTRACTOR TO ACCOMPLISH EROSION PREVENTION AND SEDIMENT CONTROL SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
22. GRAVEL BAGS IF PROVIDED SHALL BE AS DESCRIBED IN SECTION 209-2.09 EXCEPT THAT ONLY GRAVEL FILL IS ACCEPTABLE. GRAVEL FILL SHALL BE FREE OF SILT AND GRAVEL BAGS WILL BE REMOVED IN THEIR ENTIRETY AT THE COMPLETION OF THE PROJECT. NO SAND BAGS WILL BE ALLOWED IN PLACE OF GRAVEL BAGS.
23. THE CONTRACTOR AS PART OF THE WORK TO BE PERFORMED SHALL BE REQUIRED TO MAINTAIN THE EXISTING WATER FLOW IN THE STREAM. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR HIS/HER WRITTEN APPROVAL, PRIOR TO BEGINNING WORK ON THE STRUCTURE, THEIR PLAN FOR MAINTAINING WATER FLOW.

**TEMPORARY SOIL EROSION CONTROL SEQUENCE OF INSTALLATION**

1. INSTALL TEMPORARY SOIL EROSION CONTROL DEVICES AS SHOWN ON O.W.G. ECP-1.
2. THE EXISTING VEGETATION WITHIN THE DELINEATED CONSTRUCTION AREA SHALL BE CUT FLUSH WITH THE GROUND. COST TO BE INCLUDED UNDER ITEM 201.07.
3. CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED A.O.B.E. PER STANDARD SHEET 209-5. PAYMENT UNDER ITEM 209.22
4. COFFERDAMS AND TURBIDITY CURTAIN SHALL BE INSTALLED AS SHOWN ON ST DWGS. AND PER STANDARD SHEET 209-06.
5. WHERE BARE SOIL IS CREATED, INSTALL TEMPORARY SEED & MULCH TO PREVENT SOIL EROSION A.O.B.E. ECP-1. COST TO BE INCLUDED UNDER ITEM 209.1003.
6. THE CONTRACTOR SHALL EMPLOY ADEQUATE PROTECTIVE DEVICES, SUCH AS PLATFORMS, NETS, OR SCREENS TO CATCH ALL CONSTRUCTION DEBRIS GENERATED FROM THE REMOVAL OF THE BRIDGE. ANY MATERIAL NOT CAUGHT BY THE PROTECTIVE DEVICES SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR.

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
ON: DECEMBER 2, 2013

ALTERED BY:  
ON:

ITEM	DESCRIPTION	UNIT
201.07	CLEARING AND GRUBBING	AC
209.1003	SEED AND MULCH - TEMPORARY	SY
209.13	SILT FENCE - TEMPORARY	LF
209.22	CONSTRUCTION ENTRANCE	SY



AS-BUILT REVISIONS  
DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX	PIN 1757-60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER 0033490
TEMPORARY SOIL EROSION SEDIMENT CONTROL SEQUENCE NOTES AND DRAINAGE DETAILS				DRAWING NO. ECN-1 SHEET NO. 23 OF 75	

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175759\_CPH\_ECN-01

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/AH  
 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM

PROJECT MANAGER CC  
 CHECK CC/DI  
 DRAFTING FC  
 CHECK JT/WH  
 DESIGN CC/DI  
 JOB MANAGER CC/JJ  
 DESIGN SUPERVISOR FM

**WATER MAIN NOTES:**

1. THE EXISTING WATER MAIN CONSISTS OF AN 10" DIA. DI (DUCTILE IRON) PIPE (DOWNSTREAM) AND AN ABANDONED 6" WATERMAIN UPSTREAM. ALL MATERIAL AND PROCEDURES EMPLOYED BY THE CONTRACTOR TO TAP, REMOVE AND/OR DISPOSE OF SECTIONS OF THIS PIPE SHALL COMPLY WITH CURRENT NYS DOT STANDARD SPECIFICATIONS AND ALL APPLICABLE ENVIRONMENTAL STANDARDS AND REGULATIONS.
2. ALL PORTIONS OF THE EXISTING WATER DISTRIBUTION SYSTEM THAT ARE NOT IMPACTED BY THIS PROJECT SHALL REMAIN IN SERVICE AT ALL TIMES.
3. THE CONTRACTOR SHALL LOCATE ALL EXISTING WATER MAINS WITHIN THE PROJECT LIMITS IN ORDER TO VERIFY THEIR LOCATIONS, SIZES, GRADES AND CONFIGURATIONS. THE COST FOR THIS WORK SHALL BE INCLUDED IN THE VARIOUS WATER ITEMS. RECORD PLANS DATED FEBRUARY 2005 ARE AVAILABLE FOR REVIEW.
4. THE PROPOSED WATER MAINS AND WATER SERVICE CONNECTIONS SHALL BE PRESSURE TESTED AND DISINFECTED PRIOR TO THEIR CONNECTION TO THE EXISTING WATER DISTRIBUTION SYSTEM. HYDROSTATIC PRESSURE AND LEAKAGE TESTING SHALL BE PERFORMED IN ACCORDANCE WITH AMERICAN WATER WORKS ASSOCIATION (AWWA) SPECIFICATION C600 (STANDARD FOR THE INSTALLATION OF DUCTILE IRON WATER MAINS AND THEIR APPURTENANCES), DISINFECTION AND TESTING SHALL BE PERFORMED IN ACCORDANCE WITH AWWA C651 (STANDARD FOR DISINFECTING WATER MAINS).
5. AFTER THE PROPOSED WATER MAINS HAVE BEEN INSTALLED, TESTED AND DISINFECTED TO THE SATISFACTION OF THE ENGINEER AND THE TOWN OF TICONDEROGA, THE CONTRACTOR MAY CONNECT TO THE EXISTING WATER DISTRIBUTION SYSTEM PER THE FOLLOWING CRITERIA:
  - A. ALL CONNECTIONS TO THE EXISTING WATER DISTRIBUTION SYSTEM THAT REQUIRE A SHUT-DOWN OF SERVICE SHALL OCCUR BETWEEN THE HOURS OF 12:00 AM AND 4:00 AM. NO INTERRUPTION OF WATER SERVICE SHALL EXTEND BEYOND THE ALLOTTED TIME FRAME.
  - B. THE CONTRACTOR SHALL HAVE A CONTINGENCY PLAN IN PLACE, PRIOR TO THE INITIAL CONNECTIONS TO THE EXISTING WATER DISTRIBUTION SYSTEM. IN THE EVENT THAT A SHUT DOWN OF WATER SERVICE EXTENDS BEYOND THE ALLOTTED TIME FRAME, THIS CONTINGENCY PLAN SHALL BE SUBMITTED IN WRITING TO THE ENGINEER AND CLEARLY INDICATE THE MEANS, METHODS AND SEQUENCE OF OPERATIONS THAT WOULD BE NECESSARY IN THIS EVENT. THE ENGINEER AND THE TOWN OF TICONDEROGA SHALL APPROVE THIS PLAN PRIOR TO THE START OF CONNECTION OPERATIONS. THE COST OF THE CONTINGENCY PLAN AND ITS IMPLEMENTATION, IF NECESSARY, SHALL BE INCLUDED UNDER THE VARIOUS PROPOSED WATER MAIN ITEMS.
  - C. THE CONTRACTOR SHALL PROVIDE A MINIMUM TWO (2) WEEKS NOTICE TO THE ENGINEER AND TOWN OF TICONDEROGA WATER DEPARTMENT PRIOR TO ANY WORK ON WATER MAINS (EXISTING OR PROPOSED). THE CONTRACTOR SHALL ALSO NOTIFY ALL WATER USERS THAT WILL BE AFFECTED BY A SHUT-DOWN OF SERVICE AT LEAST ONE (1) WEEK IN ADVANCE OF WORK. THE METHOD OF NOTIFICATION OF THE PUBLIC SHALL BE APPROVED BY THE ENGINEER AND THE TOWN OF TICONDEROGA PRIOR TO ITS OCCURRENCE.
6. THE COST FOR THE REMOVAL AND DISPOSAL OF THE EXISTING DI WATER MAIN, INSULATION AND ANY APPURTENANCES, LOCATED WITHIN THE PROJECT LIMITS, SHALL BE INCLUDED UNDER ITEM 203.02. THESE COSTS SHALL INCLUDE, BUT ARE NOT LIMITED TO, ALL LABOR, MATERIALS, EQUIPMENT, FEES AND INSURANCES DEEMED NECESSARY TO SATISFACTORILY COMPLETE THE WORK.
7. REFER TO NYS DOT STANDARD SHEETS 663-01 THROUGH 663-07 FOR ADDITIONAL NOTES AND DETAILS.
8. COSTS FOR ADJUSTING EXISTING CURB BOXES TO MATCH THE PROPOSED GRADES SHALL BE INCLUDED UNDER THE VARIOUS WATER PIPE ITEMS.
9. REFER TO THE CONTRACT PROPOSAL FOR SPECIAL NOTES AND OWNER REQUIREMENTS FOR THE REMOVAL & DISPOSAL OF THE WATER MAIN PIPE AND FOR THE INSTALLATION OF PROPOSED WATER MAIN PIPE & APPURTENANCES.

**WATER MAIN NOTES (CONTINUED):**

12. THE CONTRACTOR SHALL FOLLOW THE FOLLOWING WATER MAIN INSTALLATION SEQUENCE UNDER THE DIRECT SUPERVISION OF THE TOWN OF TICONDEROGA WATER DEPARTMENT:
  - A. INSTALL THE PERMANENT WATER MAIN THRU TRENCHLESS METHODS UNDER THE LACHUTE RIVER AND ASSOCIATED SECTIONS OF THE PROPOSED WATER MAIN ON THE APPROACHES. STOP THE INSTALLATION SHORT OF CONNECTION TO THE EXISTING AC WATER MAINS ON THE NORTH AND SOUTH APPROACHES OF THE BRIDGE.
  - B. PRESSURE TEST, DISINFECT AND FLUSH THE NEWLY INSTALLED SECTIONS OF WATER MAIN.
  - C. SHUT-DOWN THE EXISTING WATER DISTRIBUTION SYSTEM AT LOCATIONS TO BE DETERMINED BY THE TOWN OF TICONDEROGA WATER AND SEWER DEPARTMENT. REMOVE DIP IN CONFLICT FROM EACH END OF THE EXISTING WATER MAIN TO BE ABANDONED/REMOVED, AND CAP PIPE ENDS CONNECTED TO THE PORTION OF THE SYSTEM TO REMAIN. ALL OPERATION OF EXISTING WATER MAIN VALVES SHALL BE BY TOWN OF TICONDEROGA WATER DEPARTMENT EMPLOYEES.
  - D. CONNECT THE NEW SECTIONS OF WATER MAIN TO THE EXISTING 10" DIP WATER MAINS. INSTALL RESET THE HYDRANTS AND INSTALL NEW 6" DIP PIPE.
  - E. ONCE THE WATER DISTRIBUTION SYSTEM IS SHUT-DOWN AND WORK HAS STARTED, THE WORK SHALL CONTINUE WITHOUT INTERRUPTION UNTIL THE EXISTING PIPES ARE CAPPED AND ALL WATER SERVICE IS RESTORED.
  - F. REMOVE PORTIONS OF THE ABANDONED WATER MAIN AS DETERMINED BY THE ENGINEER AND INSTALL CLASS A CONCRETE PLUGS IN ALL ENDS OF ANY SECTIONS TO BE ABANDONED PRIOR TO BACK FILLING.
13. FOR WATER MAIN NOTES, SEE DWG WA-1
14. FOR WATER MAIN PROPOSED PLAN, SEE DWG WA-2
15. FOR PROPOSED WATER MAIN PROFILE, SEE DWG WA-3
16. FOR PROPOSED WATER MAIN DETAILS, SEE DWG'S WA-4 TO WA-7

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 ON:



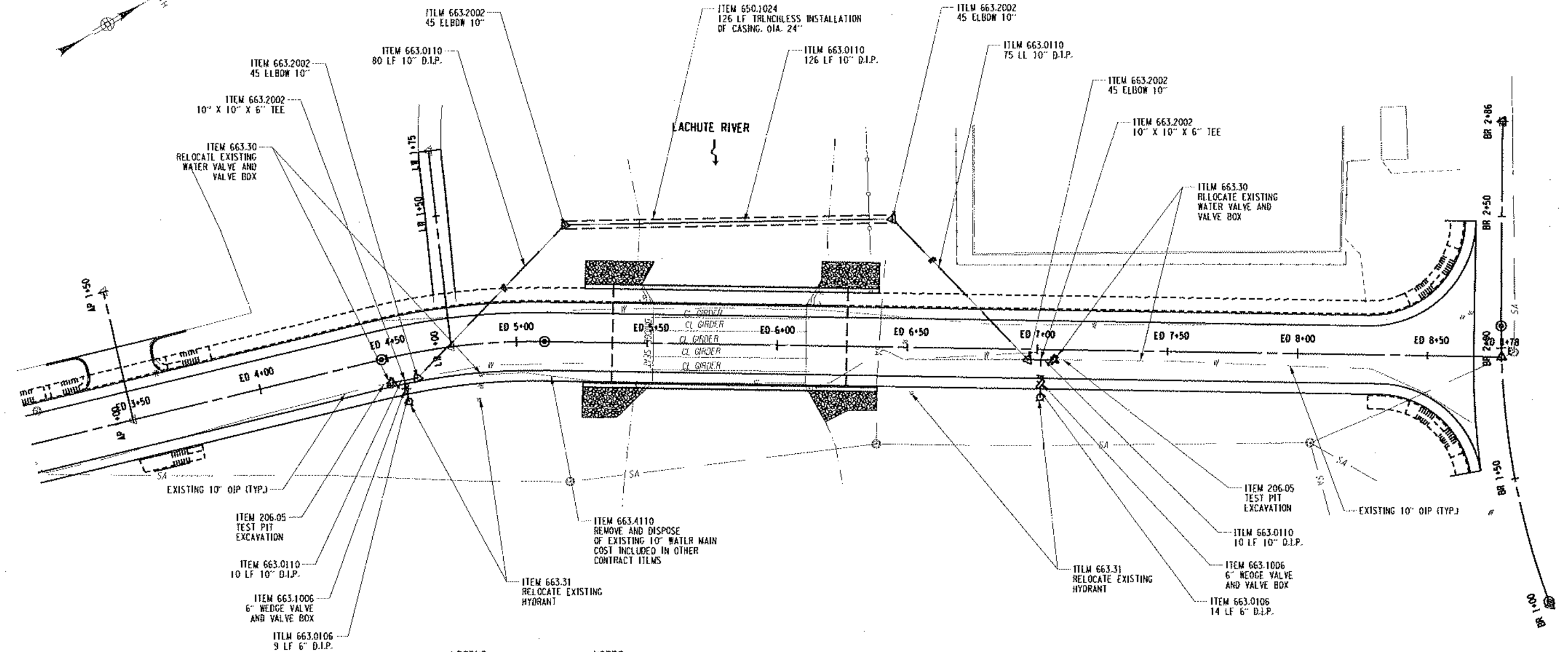
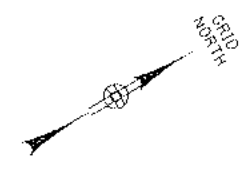
**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	TOWN OF TICONDEROGA				WATER MAIN NOTES	DRAWING NO. WA-1 SHEET NO. 24 OF 75
	COUNTY: ESSEX	DATE: DECEMBER 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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPH.UTL.WAT.WA-1

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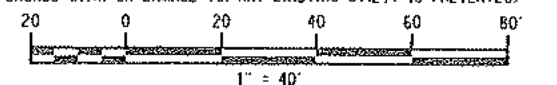


**LEGEND**

EXISTING	PROPOSED	DESCRIPTION
		WATER VALVE
		HYDRANT
		UNDERGROUND WATER MAIN
		SUSPENDED WATER MAIN

**NOTES:**

- THE CONTRACTOR SHALL FOLLOW THE FOLLOWING WATER MAIN INSTALLATION SEQUENCE UNDER THE DIRECT SUPERVISION OF THE VILLAGE OF TICONDEROGA WATER DEPARTMENT.
  - STOP SHORT OF NEW CONNECTION EAST AND WEST OF NEW WATER MAIN.
  - MAKE ALL WATER SERVICE CONNECTIONS TO NEW MAIN.
  - FLUSH MAIN AS PER VILLAGE OF TICONDEROGA WATER DEPARTMENT.
  - SHUT DOWN EXISTING MAIN @ LOCATIONS TO BE DETERMINED BY THE VILLAGE OF TICONDEROGA WATER DEPARTMENT.
  - ONCE WORK STARTS ON THE NEW WATER MAIN CONNECTION, WORK SHALL CONTINUE UNTILL THE MAIN IS INSTALLED AND ALL SERVICES RESTORED.
- FOR WATER MAIN PROFILE, SEE DWG. WA-3.
- FOR WATER MAIN DETAILS, SEE DWG. WA-4 TO WA-7.
- FOR STEEL CASING DETAILS, SEE DWG. WA-7
- EXISTING 10\"/>



AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
ON: DECEMBER 2, 2013

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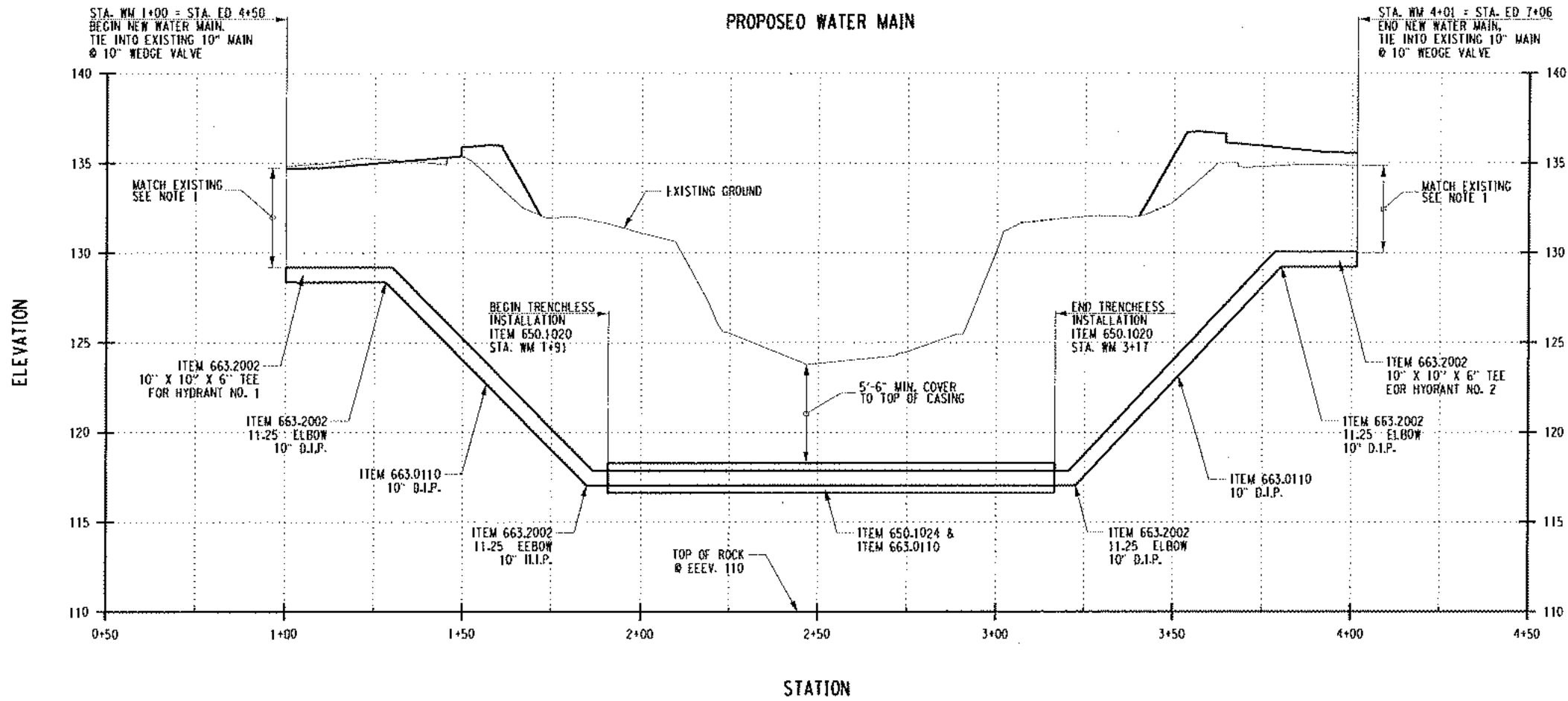
**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER 0033490
	COUNTY: ESSEX	DATE: DECEMBER 2013			WATER MAIN PLAN	DRAWING NO. WA-2
						SHEET NO. 25 OF 75

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.

NLW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPH.UTL.WAT.WA-2

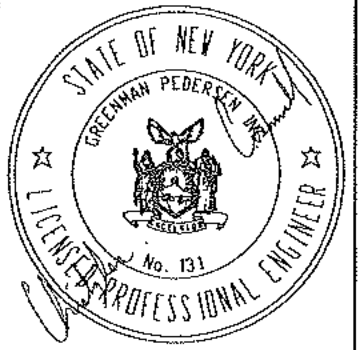
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 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM



**NOTES:**

1. THE CONTRACTOR SHALL FIELD VERIFY INVERT ELEVATIONS OF EXISTING WATER MAIN AND IF NECESSARY ADJUST TO MATCH FIELD CONDITIONS. PAYMENT FOR VERIFICATION UNDER ITEM 206.05-TEST PIT.
2. ADDITIONAL FITTING MAY BE REQUIRED A.O.B.F.
3. SEE WA-2 FOR HORIZONTAL ALIGNMENT.
4. THE COST OF ANY TEMPORARY STEEL SHEETING AND/OR LAY BACK AND/OR DE WATERING NECESSARY SHALL BE INCLUDED IN THE 663 ITEMS. NO SEPARATE PAYMENT WILL BE MADE OTHER THAN FOR ITEM 206.0201 AND ITEM 203.07. THIS INCLUDES ANY NECESSARY JACKING OR RECEIVING PITS.

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013  
 ALTERED BY: ON:



**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS  
 DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELX DRIVE (TOWER AVENUE) BRIDGE  
 OVER THE LACROUTE RIVER  
 TOWN OF TICONDEROGA  
 COUNTY: ESSEX DATE: DECEMBER 2013

PIN 1757.60  
 BRIDGES 3-30252-0  
 CULVERTS

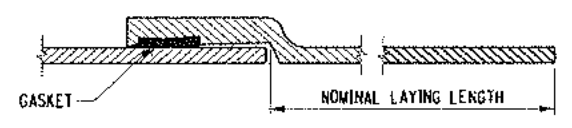
ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED  
 WATER MAIN PROFILE

CONTRACT NUMBER  
 D033490  
 DRAWING NO. WA-3  
 SHEET NO. 26 OF 75

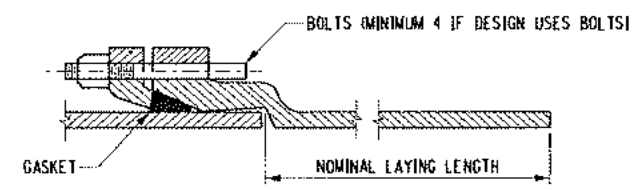
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, 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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
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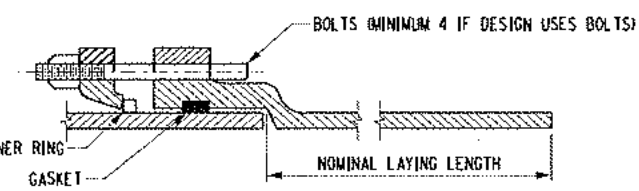
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 JOB MANAGER CC/DI  
 DESIGN SUPERVISOR FM



**PUSH-ON JOINT FOR DUCTILE IRON PIPE AND FITTINGS**  
 NOTE: WILL VARY WITH SIZE AND MANUFACTURER



**MECHANICAL JOINT (NON-RESTRAINED) FOR DUCTILE IRON PIPE AND FITTINGS**  
 NOTE: WILL VARY WITH SIZE AND MANUFACTURER

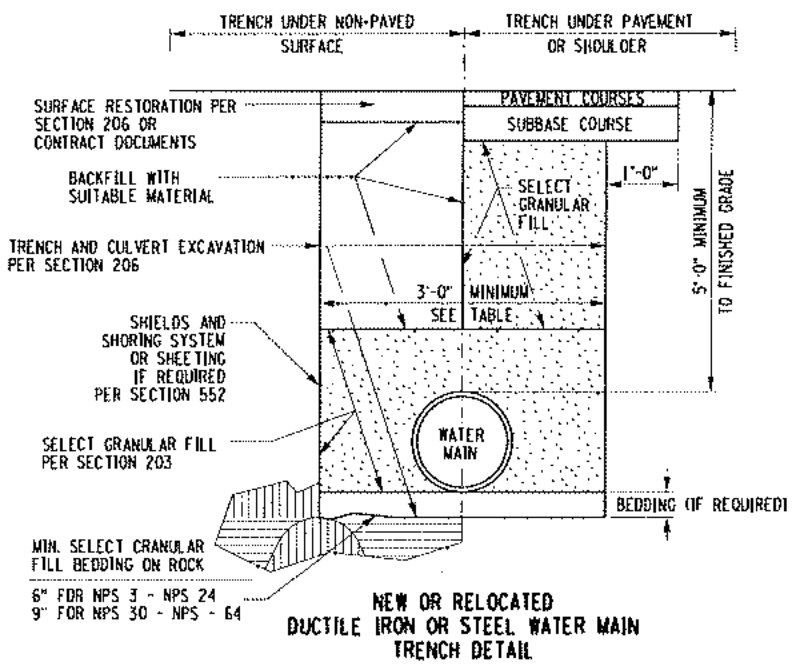
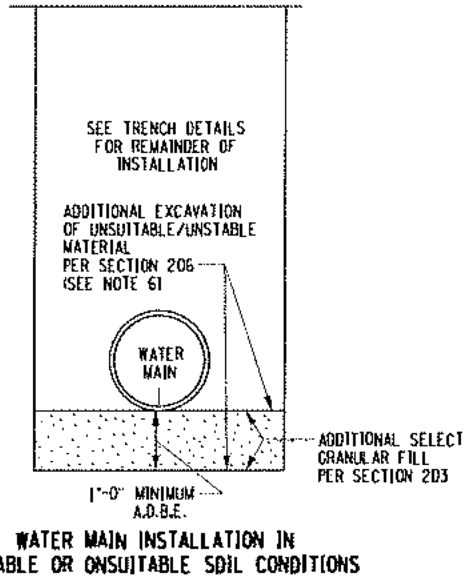
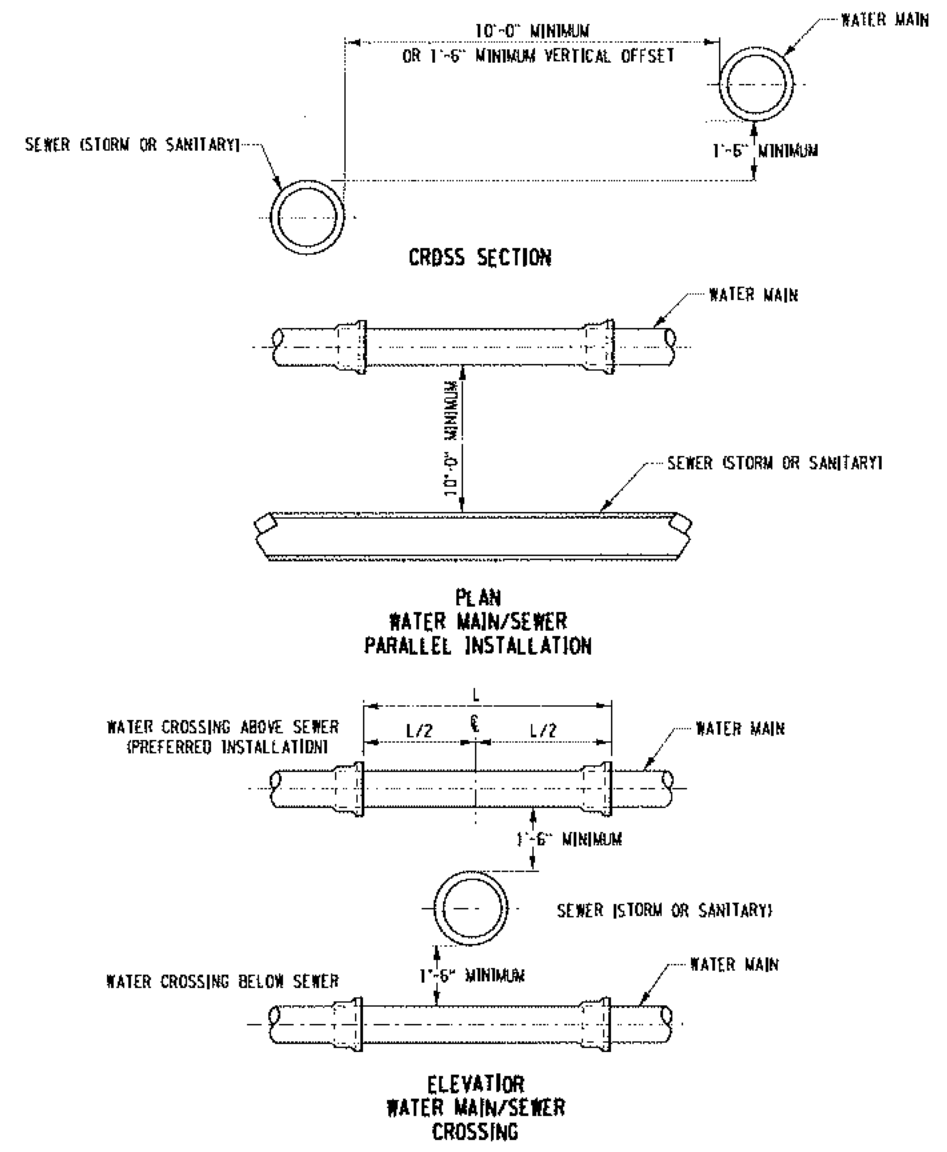


**RESTRAINED MECHANICAL JOINT FOR DUCTILE IRON PIPE AND FITTINGS**  
 NOTE: WILL VARY WITH SIZE AND MANUFACTURER

MECHANICAL JOINT BOLT TORQUE		
NPS SIZE	BOLT SIZE	TORQUE (LBF/FT)
4-24	7/8"	75-90

MAXIMUM JOINT DEFLECTION			
NPS SIZE	PUSH-ON JOINTS	MJ JOINTS	18/20 FT.
6	5°	5°	1°
8	5°	5°	5°
10	5°	5°	5°

EXCAVATION PAYMENT WIDTHS	
NPS SIZE	TRENCH WIDTH
6	3'-0"
8	3'-0"
10	3'-0"



- NOTES:
- SEE SPECIAL NOTES ENTITLED "OWNER REQUIREMENTS FOR WATER MAINS AND APPURTENANCES" FOR INFORMATION ON ADDITIONAL REQUIREMENTS.
  - IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATIONS OF EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ELEVATIONS OF EXISTING UTILITIES TO ENSURE ADEQUATE CLEARANCE FOR THE WATER LINE EXISTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER (IN WRITING) OF CONFLICTING ELEVATIONS, ALLOWING THE ENGINEER ADEQUATE TIME TO REVISE GRADES WITHOUT NECESSITATING REMOVAL AND RECONSTRUCTION OF WORK ALREADY COMPLETED BY THE CONTRACTOR.
  - DETAILS SHOWN ON THIS SHEET ARE BASED UPON TYPE 4 LAYING CONDITION DESCRIBED IN AWWA STANDARD C600. SELECT GRANULAR FILL AND SAND BACKFILL ARE ASSUMED TO HAVE A FRICTION ANGLE OF 30° AND A UNIT WEIGHT OF 90 LBS./CUBIC FEET.
  - THE TOP PAYMENT LINE FOR TRENCH EXCAVATION SHALL BE PER SECTION 206.
  - BEDDING BELOW THE PIPE INVERT SHALL BE REQUIRED ONLY WHEN NOTED IN THE OWNER REQUIREMENTS OR WHEN ROCK OR UNSTABLE OR UNSUITABLE CONDITIONS ARE ENCOUNTERED.
  - IF UNSTABLE OR UNSUITABLE SOIL CONDITIONS ARE ENCOUNTERED NEAR THE INVERT ELEVATION, A MINIMUM OF 1' AND A MAXIMUM OF 2' OF MATERIAL SHALL BE EXCAVATED A.D.B.E. AND REPLACED WITH SELECT GRANULAR FILL. ADDITIONAL PAYMENT WILL BE MADE FOR MATERIAL PLACED TO TREAT UNSTABLE OR UNSUITABLE CONDITIONS.
  - NEW WATER MAINS INSTALLED PARALLEL TO STORM AND/OR SANITARY SEWER CONDUITS SHALL HAVE A MINIMUM OF 10' HORIZONTAL SEPARATION (MEASURED EDGE OF PIPE TO EDGE OF PIPE) WHENEVER POSSIBLE. WHEN 10' HORIZONTAL SEPARATION CANNOT BE MAINTAINED A VERTICAL SEPARATION OF AT LEAST 1'-6" BETWEEN BOTTOM OF WATER MAIN AND TOP OF SEWER PIPE SHALL BE MAINTAINED. IF NEITHER SEPARATION CAN BE MAINTAINED, THE WATER AND SEWER SHALL BE CONSTRUCTED AS SHOWN ON THE CONTRACT PLANS AND APPROVED BY THE APPROPRIATE HEALTH AGENCY.
  - BACKFILL SHALL BE INSTALLED AND COMPACTED IN ACCORDANCE WITH THE REQUIREMENTS OF §203-3.15.
  - UPON COMPLETION OF ALL WATER SUPPLY RELATED CONSTRUCTION, INCLUDING BACKFILL, HYDROSTATIC TESTING SHALL BE PERFORMED IN ACCORDANCE WITH AWWA STANDARD C600 WITH THE MAINS THOROUGHLY FLUSHED PRIOR TO TESTING. UNLESS OTHERWISE NOTED, THE SYSTEM SHALL BE SUBJECTED TO A PRESSURE/LEAKAGE TEST WITH WATER UNDER A MINIMUM HYDROSTATIC PRESSURE OF 150 PSI FOR A MINIMUM OF TWO (2) HOURS.
  - UPON COMPLETION OF ALL WATER SUPPLY RELATED CONSTRUCTION, ALL MAINS, VALVES, HYDRANTS, AND OTHER APPURTENANCES BUILT UNDER THIS CONTRACT SHALL BE DISINFECTED, FLUSHED, AND TESTED FOR BACTERIOLOGICAL QUALITY IN ACCORDANCE WITH AWWA STANDARD C651. THE TABLET METHOD SHALL NOT BE USED FOR CHLORINATION OF SOLVENT WELDED PLASTIC OR SCREWED-JOINT STEEL PIPE DUE TO THE DANGER OF FIRE OR EXPLOSION FROM THE REACTION OF JOINT COMPOUNDS WITH CALCIUM HYPOCHLORITE.

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013

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 ON:

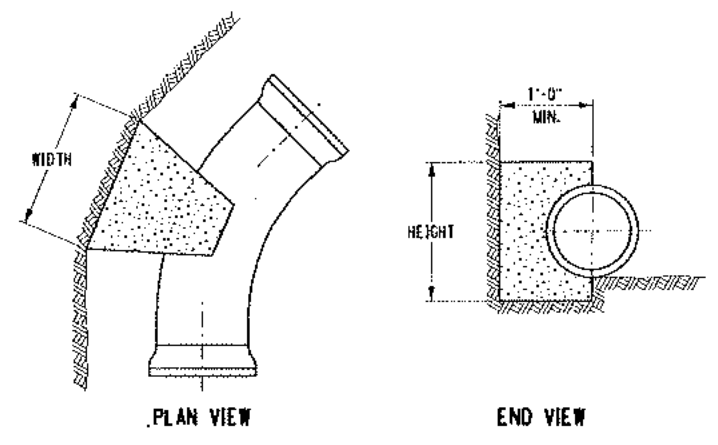
**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE.	PIN 1751.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	DYER THE LACHUTE RIVER				WATER MAIN DETAILS	DRAWING NO. WA-4
	TOWN OF TICONDEROGA					SHEET NO. 27 OF 75
	COUNTY: ESSEX	DATE: DECEMBER 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.

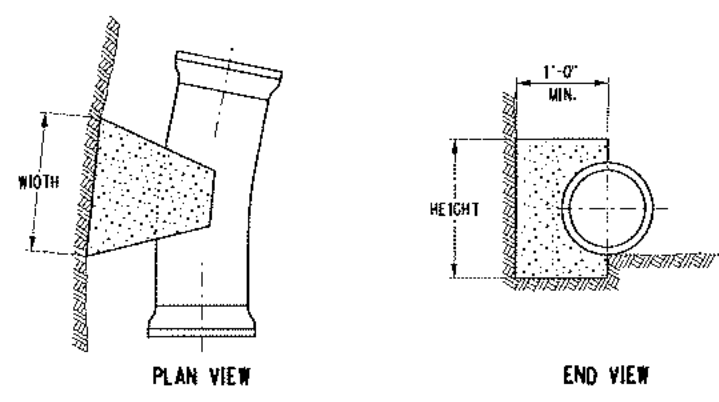
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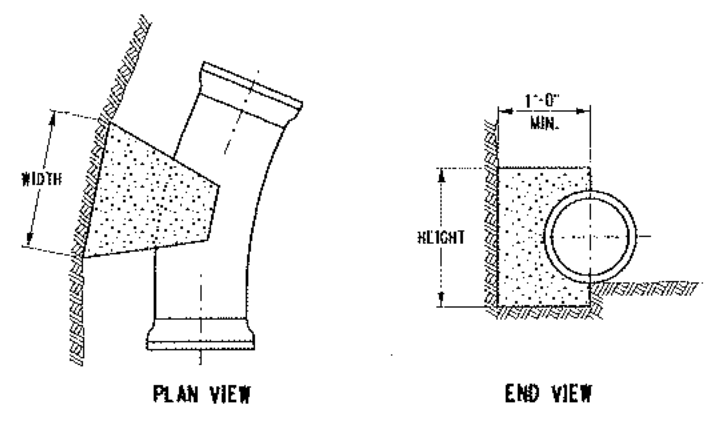
**45° BEND THRUST BLOCK DIMENSIONING**

PIPE SIZE	WIDTH	HEIGHT
6 NPS	2'-6"	1'-3"
8 NPS	3'-3"	1'-9"
10 NPS	4'-0"	2'-0"



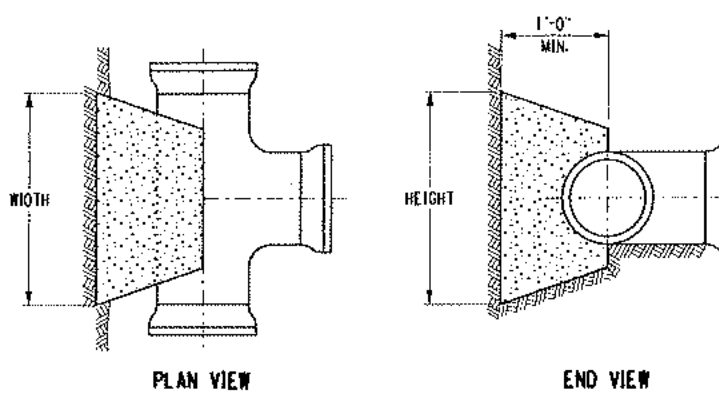
**1 1/4° BEND THRUST BLOCK DIMENSIONING**

PIPE SIZE	WIDTH	HEIGHT
6 NPS	1'-3"	0'-9"
8 NPS	1'-9"	0'-9"
10 NPS	2'-0"	1'-0"



**22 1/2° BEND THRUST BLOCK DIMENSIONING**

PIPE SIZE	WIDTH	HEIGHT
6 NPS	2'-0"	0'-9"
8 NPS	2'-3"	1'-3"
10 NPS	3'-0"	1'-3"



**TEE/DEAD END THRUST BLOCK DIMENSIONING**

PIPE SIZE	WIDTH	HEIGHT
6 NPS	3'-0"	1'-3"
8 NPS	3'-3"	2'-0"
10 NPS	4'-3"	2'-3"

- NOTES:
- SEE SPECIAL NOTES ENTITLED "OWNER REQUIREMENTS FOR WATER MAINS AND APPURTENANCES" FOR ADDITIONAL INFORMATION ON THRUST RESTRAINT REQUIREMENTS.
  - THRUST RESTRAINT USING THRUST BLOCKS OR RESTRAINED LENGTHS ARE SHOWN ON THESE SHEETS. THRUST BLOCKS, RESTRAINED JOINTS USING TIE RODS, OR RETAINER GLANDS ARE ALL ACCEPTABLE METHODS TO NYSDDOT. HOWEVER, THE THRUST RESTRAINT METHOD SELECTED SHALL BE APPROVED BY THE SYSTEM OWNER.
  - IF THE OWNER OF THE WATER SYSTEM REQUIRES A METHOD THAT RESTRAINS INDIVIDUAL JOINTS, EACH JOINT THAT FALLS WITHIN THE MINIMUM RESTRAINED LENGTH, MEASURED FROM THE CENTER OF THE FITTING, AS SHOWN ON THESE SHEETS SHALL BE RESTRAINED, AND SHALL WITHSTAND THE MAXIMUM PRESSURE APPLIED TO THE SYSTEM.
  - CLASS A CONCRETE SHALL NOT BE PLACED UNDER WATER. THE CONTRACTOR SHALL DEWATER THE EXCAVATION OR PLACE TYPE G CONCRETE USING APPROPRIATE UNDERWATER PLACEMENT TECHNIQUES.
  - CONCRETE FOR THRUST BLOCKS SHALL NOT BE ALLOWED TO COVER OR INTERFERE WITH JOINT OR RESTRAINT HARDWARE. PLASTIC SHEETING OR BUBBLING FELT MAY BE PLACED OVER PIPE OR FITTINGS TO PREVENT CONCRETE FROM ADHERING TO SURFACES. CONCRETE FOR THRUST BLOCKS SHALL BE POURED AGAINST UNDISTURBED SOIL.
  - FOR BENDS, BEARING AREA SHALL BE PARALLEL TO THE EDGE OF THE FITTING AT THE FITTING MIDPOINT.
  - FOR TEES, BEARING AREA SHALL BE PERPENDICULAR TO THE BRANCH (SINGLE LEG) AXIS.
  - FOR REDUCERS, BEARING AREA SHALL BE PERPENDICULAR TO THE FITTING AXIS. THE MINIMUM THICKNESS ALONG THE FITTING AXIS SHALL BE 1'-0" OR THE LENGTH BETWEEN THE BELLS, WHICHEVER IS SMALLER.
  - THRUST RESTRAINTS FOR SIZES OVER 24 NPS OR FOR FITTINGS NOT SHOWN ON THESE SHEETS WILL BE DESIGNED ON A CASE BY CASE BASIS, AND WILL BE SHOWN IN THE CONTRACT DOCUMENTS.
  - THRUST BLOCK SIZES AND MINIMUM RESTRAINED LENGTHS SHOWN ON THESE SHEETS ARE BASED UPON THE FOLLOWING STANDARD CONDITIONS:  
 1.5 - SAFETY FACTOR  
 5'-0" - DEPTH OF COVER  
 200 PSI - WATER SYSTEM TEST PRESSURE  
 14 PSI - SOIL BEARING CAPACITY  
 90 LB/CF - SOIL UNIT WEIGHT
  - FOR INSTALLATIONS NOT MEETING THE CONDITIONS OF NOTE 10, THE CONTRACTOR SHALL SUBMIT CALCULATIONS TO THE ENGINEER FOR APPROVAL OF RESTRAINT LENGTH CHOSEN.
  - TO DETERMINE REQUIRED SIZES FOR DIFFERENT CONDITIONS, MULTIPLY THE DIMENSION BY A FACTOR OF THE SPECIFIC VALUE DIVIDED BY THE STANDARD VALUE.  
  
 EXAMPLE: FIND THRUST BLOCK DIMENSION FOR 12 NPS 45° BEND WITH 100 PSI TEST PRESSURE:  
  
 FROM TABLE "45° BEND THRUST BLOCK DIMENSIONING"  
 AREA REQUIRED AT 200 PSI IS 4'-6" X 2'-3" = 10.125 SF  
 FOR 100 PSI, AREA = 10.125 X (100/200) = 5.06 SF  
 USE WIDTH = 3'-6", HEIGHT = 1'-6" (AREA = 5.25 SF)

\* COST OF ALL THRUST RESTRAINTS SHALL BE INCLUDED UNDER RESPECTIVE PIPE AND/OR FITTING ITEMS.

**MINIMUM RESTRAINED LENGTH OF PIPE (FT-IN) L<sub>R</sub>**

FITTING	4 NPS	6 NPS	8 NPS	10 NPS	12 NPS	14 NPS	16 NPS	18 NPS	20 NPS	24 NPS
1 1/4° BEND	1'-3"	2'-0"	2'-6"	3'-0"	3'-6"	4'-0"	4'-6"	5'-0"	5'-6"	6'-3"
22 1/2° BEND	1'-3"	2'-0"	2'-6"	3'-0"	3'-6"	4'-0"	4'-6"	5'-0"	5'-6"	6'-6"
45° BEND	3'-0"	4'-0"	5'-3"	6'-3"	7'-6"	8'-6"	9'-6"	10'-6"	11'-6"	13'-6"
90° BEND	7'-0"	9'-9"	12'-6"	15'-6"	18'-0"	20'-0"	23'-0"	25'-6"	28'-0"	32'-6"
DEAD END	8'-6"	12'-6"	16'-0"	19'-3"	23'-0"	26'-0"	29'-6"	33'-0"	36'-0"	42'-0"

NOTE: PVC PIPE WILL TYPICALLY HAVE SLIGHTLY GREATER RESTRAINED LENGTH  
 NOTE: FOR POLYETHYLENE WRAPPED PIPE, MULTIPLY VALUES IN TABLE BY 1.45

AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 ON:

**GPI**  
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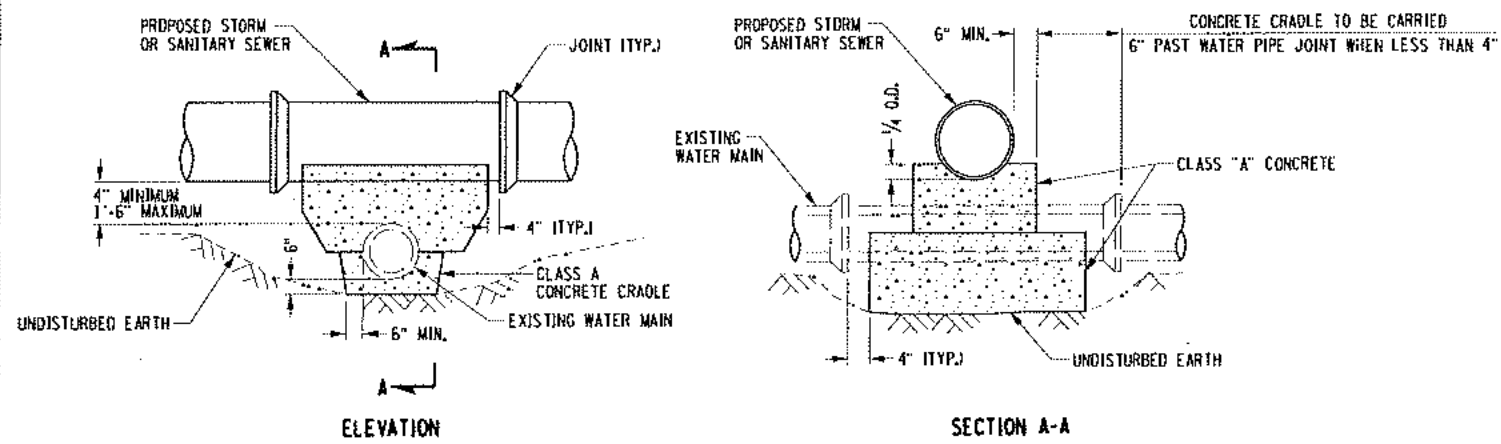
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	OVER THE LACHUTE RIVER				WATER MAIN DETAILS	DRAWING NO. WA-5
	TOWN OF TICONDEROGA					SHEET NO. 28 OF 75
	COUNTY: ESSEX	DATE: DECEMBER 2013				

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
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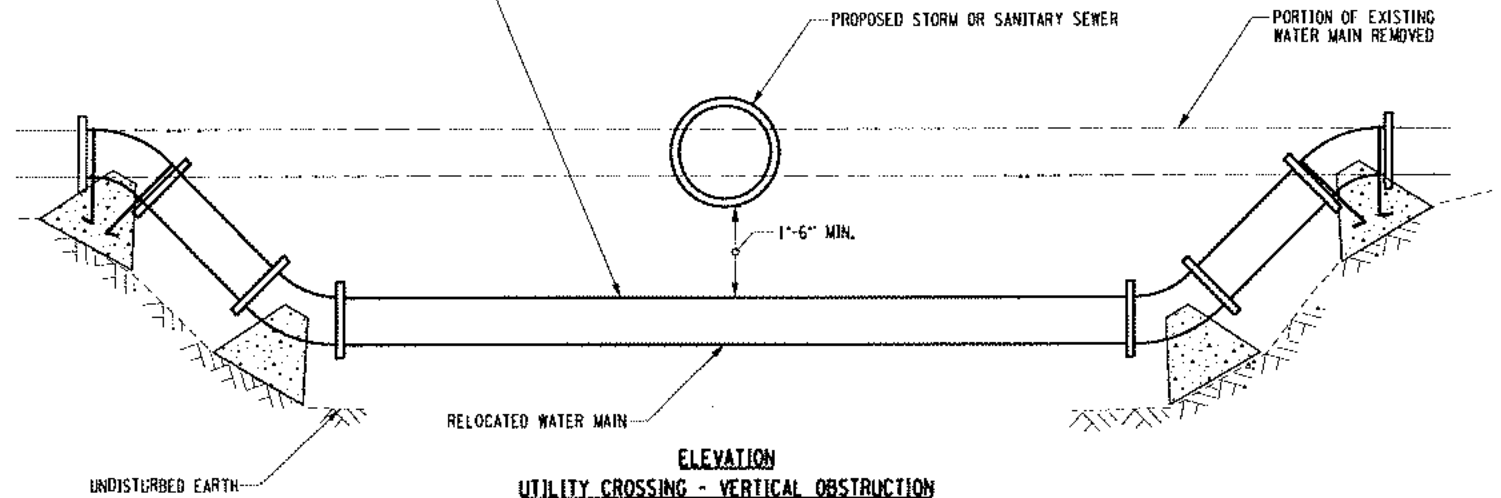
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 CHECK JT/WH  
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 DESIGN SUPERVISOR FM



**UTILITY CROSSING - VERTICAL OBSTRUCTION  
LACKING REQUIRED VERTICAL OFFSET**

PROPOSED STORM SEWER CROSSING WATER MAIN WITH 4" - 18" OF VERTICAL SEPARATION

NOTE: PIPE SHALL BE A FULL LENGTH PIPE CENTERED UNDER THE CROSSING UTILITY, OR THE MAXIMUM LENGTH POSSIBLE UNDER EXISTING CONDITIONS.

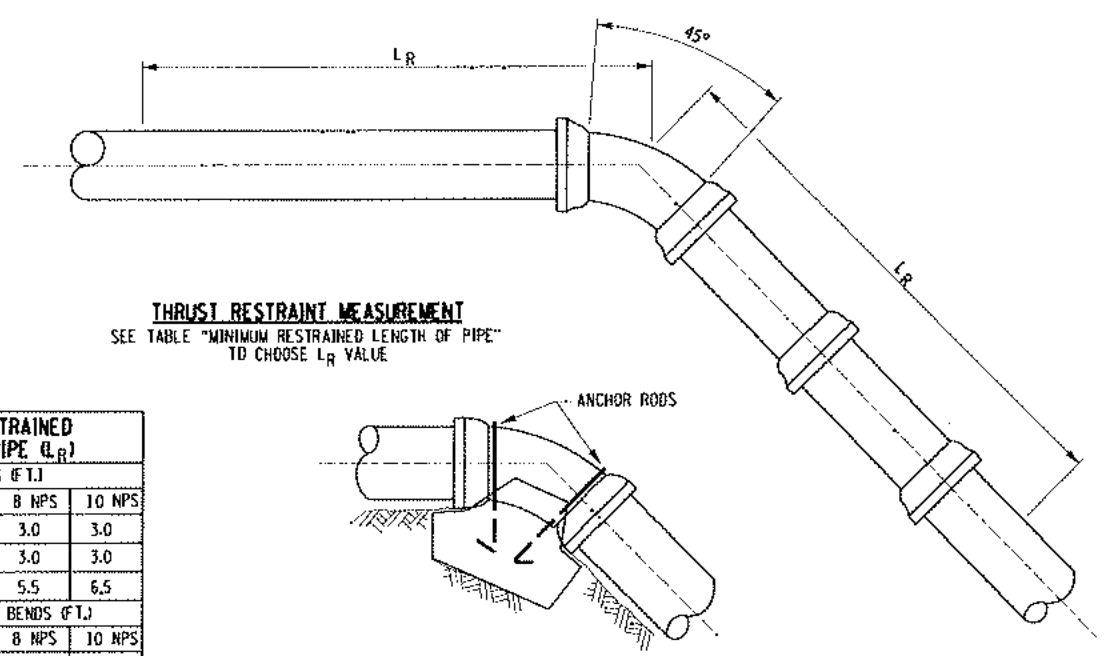


**UTILITY CROSSING - VERTICAL OBSTRUCTION  
WITH REQUIRED VERTICAL OFFSET**

NOTE: THRUST BLOCKS SHOWN, HOWEVER THRUST RESTRAINT MAY BE PROVIDED BY ANY SINGLE METHOD IN ACCORDANCE WITH WATER MAIN THRUST RESTRAINT DETAILS

**WATER MAIN UTILITY CROSSING RELOCATION NOTES:**

- SEE SPECIAL NOTES ENTITLED "OWNER REQUIREMENTS FOR WATER MAINS AND APPURTENANCES" FOR INFORMATION ON ADDITIONAL THRUST RESTRAINT REQUIREMENTS.
- WATER MAIN RELOCATION WORK MAY BE REQUIRED WHERE PROPOSED STORM DRAINS CROSS AN EXISTING WATER MAIN. THE CONTRACTOR SHALL ESTABLISH THE DEPTH OF THE WATER MAIN AT ALL CROSSING POINTS. THE E.J.C. WILL THEN VERIFY THE EXTENT OF THE WATER MAIN RELOCATION WORK REQUIRED.
- UNLESS OTHERWISE NOTED IN THE OWNER REQUIREMENTS, A SINGLE METHOD OF THRUST RESTRAINT SHALL BE PROVIDED AT EACH FITTING THAT CREATES A THRUST IN ACCORDANCE WITH PRESSURE PIPE THRUST RESTRAINT DETAILS.
- THE OFFSET OF A WATER MAIN TO AVOID AN OBSTRUCTION SHALL BE ACCOMPLISHED USING A MINIMUM NUMBER AND WEIGHT OF FITTINGS.
- ENCASEMENT OF A WATER MAIN IN A CONCRETE CRAOLE DUE TO PROXIMITY OF A STORM SEWER WILL BE INSTALLED IN ACCORDANCE WITH SECTION 501, WITH THE EXCEPTION THAT BATCHING REQUIREMENTS SHALL NOT APPLY.



MINIMUM RESTRAINED LENGTH OF PIPE (L <sub>R</sub> )			
VERTICAL UPWARD BENDS (FT.)			
FITTING	6 NPS	8 NPS	10 NPS
11 1/4°	2.0	3.0	3.0
22 1/2°	2.0	3.0	3.0
45°	4.0	5.5	6.5
VERTICAL DOWNWARD BENDS (FT.)			
FITTING	6 NPS	8 NPS	10 NPS
11 1/4°	5.0	6.5	6.5
22 1/2°	10.0	13.0	13.0
45°	20.5	27.0	27.0

MIN. GRAVITY BLOCK VOLUMES FOR VERTICAL BENDS (CU.FT.)			
FITTING	6 NPS	8 NPS	10 NPS
11 1/4°	11	18	25
22 1/2°	18	32	49
45°	35	64	95

ANCHOR ROD SCHEDULE FOR GRAVITY BLOCKS		
PIPE SIZE	RODS	MIN. EMBEDMENT LENGTH
6 NPS	(1) #3	6"
8 NPS	(2) #4	6"
10 NPS	(2) #4	6"

**NOTES:**

- FOR POLYETHYLENE WRAPPED PIPE, MULTIPLY VALUES IN TABLE BY 1.45
- FOR PVC PIPE, MULTIPLY VALUES IN TABLE BY 1.15

**WATER MAIN VERTICAL THRUST RESTRAINT NOTES:**

- SEE SPECIAL NOTES ENTITLED "OWNER REQUIREMENTS FOR WATER MAINS AND APPURTENANCES" FOR ADDITIONAL INFORMATION ON THRUST RESTRAINT REQUIREMENTS.
- THRUST RESTRAINT USING THRUST BLOCKS OR RESTRAINED LENGTHS ARE SHOWN ON THESE SHEETS. THRUST BLOCKS, RESTRAINED JOINTS USING THE RODS OR RETAINER GLANDS ARE ALL ACCEPTABLE METHODS TO NYS DOT. HOWEVER, THE THRUST RESTRAINT METHOD SELECTED SHALL BE APPROVED BY THE SYSTEM OWNER.
- IF THE OWNER OF THE WATER SYSTEM ALLOWS A METHOD THAT RESTRAINS INDIVIDUAL JOINTS, EACH JOINT THAT FALLS WITHIN THE MINIMUM RESTRAINED LENGTH, MEASURED FROM THE CENTER OF THE FITTING, AS SHOWN ON THESE SHEETS SHALL BE RESTRAINED, AND SHALL WITHSTAND THE MAXIMUM PRESSURE APPLIED TO THE SYSTEM.
- CLASS A CONCRETE SHALL NOT BE PLACED UNDERWATER. THE CONTRACTOR SHALL BE WATER THE EXCAVATION OR PLACE TYPE "G" CONCRETE USING APPROPRIATE UNDERWATER PLACEMENT TECHNIQUES.
- CONCRETE FOR THRUST BLOCKS SHALL NOT BE ALLOWED TO COVER OR INTERFERE WITH JOINT OR RESTRAINT HARDWARE. PLASTIC SHEETING OR BUILDING FELT MAY BE PLACED OVER PIPE OR FITTINGS TO PREVENT CONCRETE FROM ADHERING TO SURFACES.
- THRUST BLOCK ANCHOR RODS SHALL MEET THE REQUIREMENTS OF 9709-03 OF THE STANDARD SPECIFICATIONS. ALL EMBEDDED RODS SHALL HAVE STANDARD ACI HOOKS ON EACH END. AND SHALL HAVE A MINIMUM OF 3" CONCRETE COVER IN ALL DIRECTIONS.
- THRUST RESTRAINT FOR SIZES OVER 24 NPS AND/OR FOR OTHER FITTINGS NOT SHOWN ON THESE SHEETS WILL BE AS SHOWN IN THE CONTRACT DOCUMENTS.
- THRUST BLOCK SIZES AND MINIMUM RESTRAINED LENGTHS SHOWN ON THESE SHEETS ARE BASED UPON THE FOLLOWING ASSUMED CONDITIONS:  
 1.5 SAFETY FACTOR  
 5 FT DEPTH OF COVER  
 200 PSI WATER SYSTEM TEST PRESSURE  
 30° SOIL FRICTION ANGLE  
 90 LBS/FT<sup>3</sup> SOIL UNIT WEIGHT  
 IF SOILS ARE POORER THEN REFER TO REFERENCES
- FOR INSTALLATIONS NOT MEETING THE CONDITIONS OF NOTE 8, THE CONTRACTOR SHALL SUBMIT CALCULATIONS TO THE ENGINEER FOR APPROVAL OF RESTRAINT LENGTH CHOSEN.

10. TO DETERMINE REQUIRED SIZES FOR DIFFERENT TEST PRESSURES, MULTIPLY THE DIMENSION BY A FACTOR OF THE SPECIFIC VALUE DIVIDED BY THE STANDARD VALUE.

EXAMPLE: GRAVITY BLOCK VOLUME FOR 12 NPS 45° BEND WITH 100 PSI TEST PRESSURE:  
 WIDTH = 3'-3"  
 HEIGHT = 1'-1"  
 VOLUME REQUIRED 134 FT<sup>3</sup> X (100/200) = 67 FT<sup>3</sup>

**REFERENCES:**

- DUCTILE IRON PIPE RESEARCH ASSOCIATION
- EBAA IRON CONNECTIONS TECHNICAL DATA SERIES

AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
 ON: DECEMBER 2, 2013  
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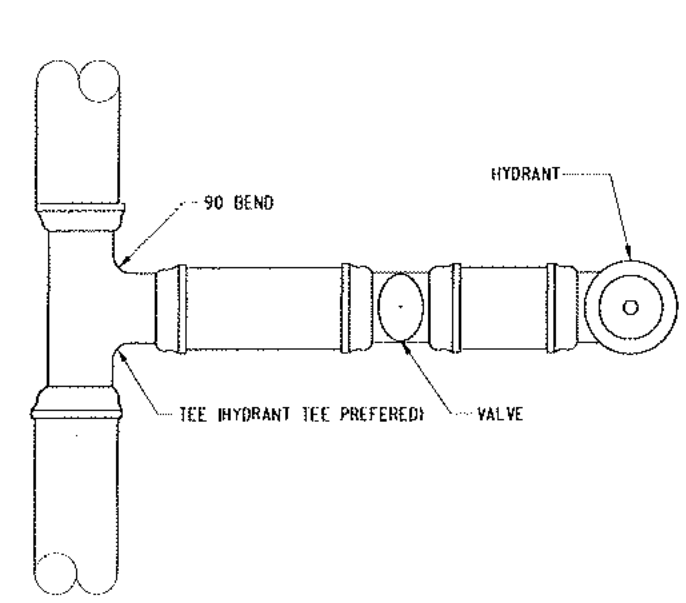
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GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (DUMER AVENUE) BRIDGE, OVER THE LACHTUTE RIVER TOWN OF TICONDEROGA	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	COUNTY: ESSEX DATE: DECEMBER 2013				WATER MAIN DETAILS	DRAWING NO. WA-6 SHEET NO. 29 OF 75

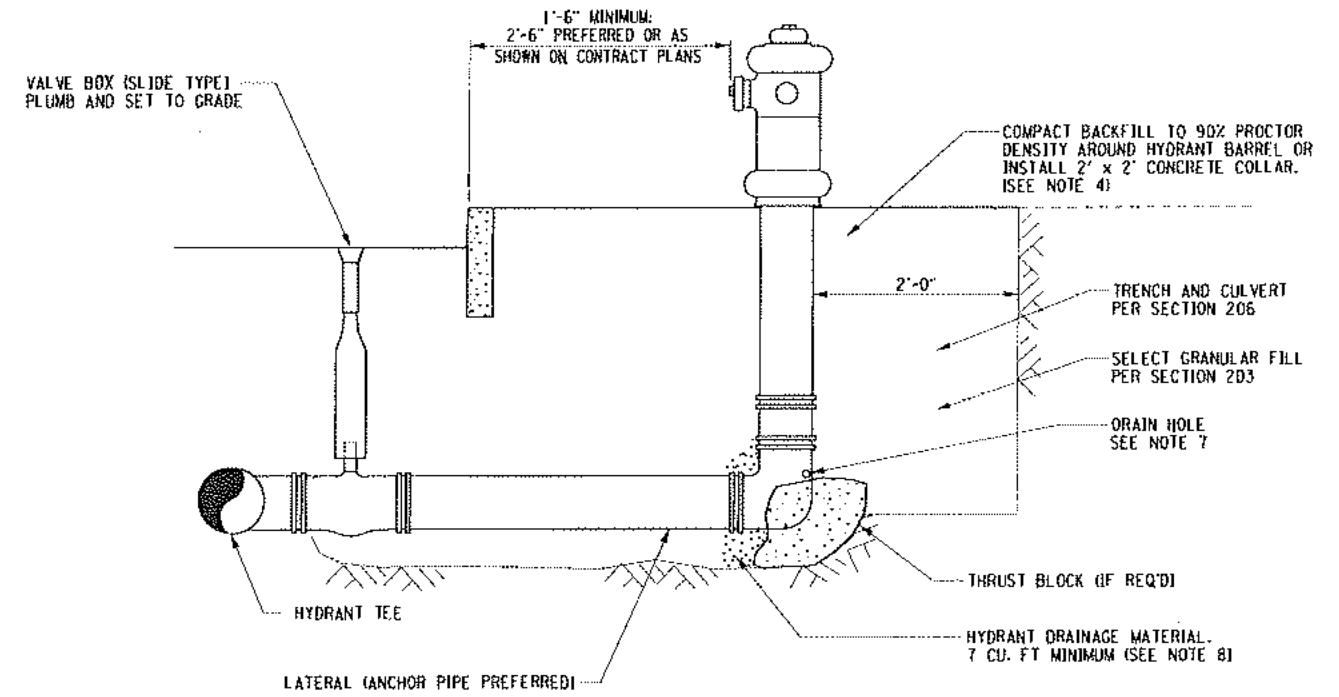
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NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 157560.CPH.UPL.WAT.WA-6

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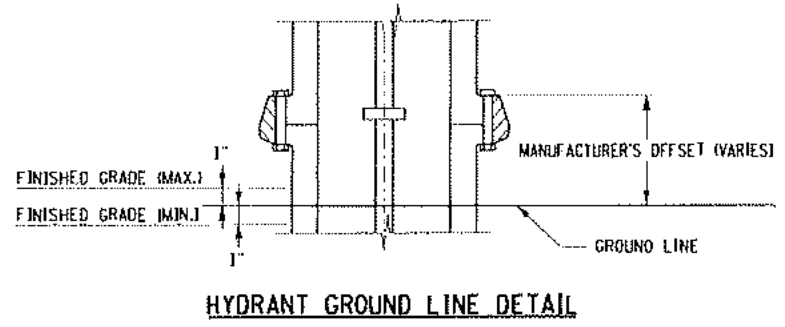


ELEVATION

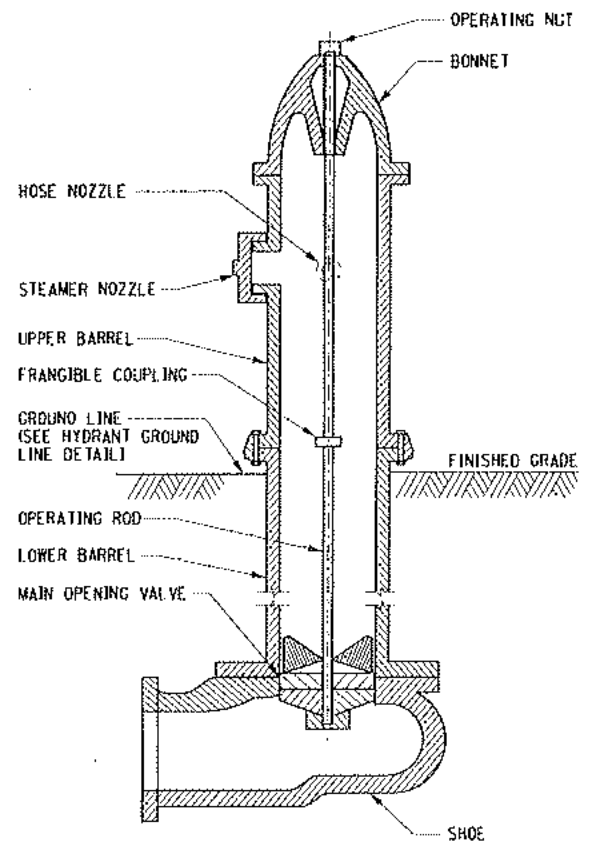
TYPICAL HYDRANT INSTALLATION

HYDRANT NOTES:

- SEE SPECIAL NOTE IN THE CONTRACT PROPOSAL ENTITLED "OWNER REQUIREMENTS FOR WATER AND APPURTANCES" FOR INFORMATION ON ADDITIONAL REQUIREMENTS.
- ALL NEW HYDRANTS SHALL BE DRY-BARREL. TRAFFIC MODELS IN ACCORDANCE WITH AWWA STANDARD C502 UNLESS SPECIFIED OTHERWISE BY THE OWNER REQUIREMENTS. THE GROUND LINE MARKED ON THE HYDRANT, OR IDENTIFIED BY THE MANUFACTURER USING AN OFFSET FROM A KNOWN POINT ON THE HYDRANT, SHALL BE WITHIN 1" ABOVE OR BELOW FINISHED GRADE. THE HYDRANT SHALL BE INSTALLED SO THAT NO PORTION OF THE LOWER BARREL (THAT PORTION REMAINING IF THE UPPER BARREL IS BROKEN OFF) EXTENDS MORE THAN 4" ABOVE FINISHED GRADE, MEASURED OVER A 5'-0" HORIZONTAL SPAN.
- MULTIPLE BARREL EXTENSIONS ARE NOT PERMITTED UNLESS THE DESIRED GRADE CANNOT BE REACHED WITH A SINGLE EXTENSION. IF A SMALLER EXTENSION IS ALREADY IN PLACE ON AN EXISTING HYDRANT, IT SHALL BE REMOVED AND REPLACED WITH A SINGLE LONGER ONE. THE REMOVED EXTENSION SHALL BECOME THE PROPERTY OF THE OWNER.
- BACKFILL AROUND THE TOP OF THE LOWER BARREL SHALL BE COMPACTED TO A MINIMUM OF 90% PROCTOR DENSITY IN ACCORDANCE WITH SECTION 203-3.15. OR A 2' x 2' CONCRETE COLLAR SHALL BE CAST AROUND THE BARREL IN ORDER TO PREVENT MOVEMENT OF THE SHIELD IF THE HYDRANT IS STRUCK.
- LATERALS FOR HYDRANTS USING ANCHOR PIPES SHALL BE SINGLE PIECE. UNLESS MORE THAN A FULL LENGTH OF ANCHOR PIPE IS REQUIRED. LATERALS FOR HYDRANTS USING THRUST RESTRAINT PROVIDED BY MEANS OTHER THAN AN ANCHOR PIPE SHALL BE SINGLE PIECE. UNLESS MORE THAN A FULL LENGTH (18'-0") OF PIPE IS REQUIRED.
- THRUST RESTRAINT SHALL BE PROVIDED AS FOR A DEAD END AND AS REQUIRED BY THE OWNER REQUIREMENTS.
- THE HYDRANT DRAIN HOLE SHALL BE KEPT UNOBSTRUCTED. CARE SHALL BE USED TO KEEP THRUST RESTRAINTS FROM BLOCKING DRAIN HOLE. IF THE HYDRANT DRAIN IS LOCATED WITHIN 10'-0" OF A SANITARY SEWER OR STORM DRAIN, OR IF GROUNDWATER IS ENCOUNTERED WITHIN 6'-6" OF FINISHED GRADE, THE HYDRANT DRAIN SHALL BE PLUGGED.
- HYDRANT DRAINAGE MATERIAL SHALL BE #1 OR #2 STONE PER SECTION 703-02.
- MATERIALS REMOVED UNDER ITEM 663.43 (REMOVE AND DISPOSE OF EXISTING HYDRANT) SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE PROMPTLY REMOVED FROM THE WORK SITE A.O.B.E.

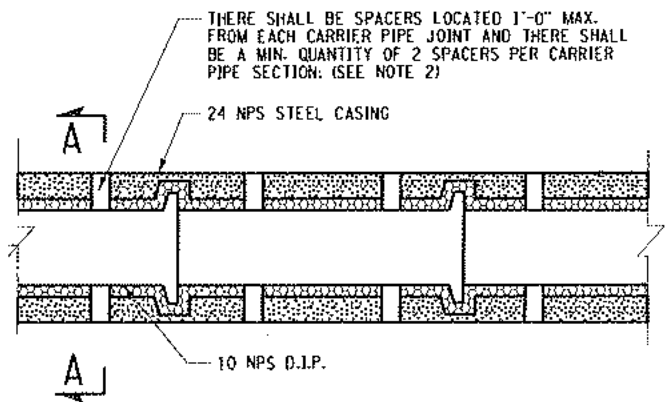


HYDRANT GROUND LINE DETAIL

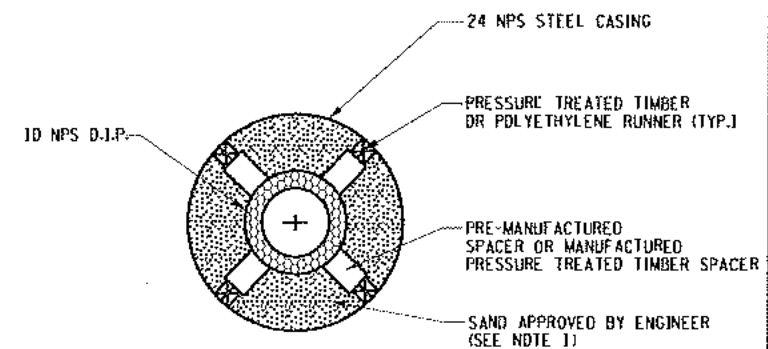


HYDRANT ASSEMBLY CROSS SECTION  
ITEM 663.130

NOTE: CROSS SECTION WILL VARY BY MANUFACTURER AND MODEL



LONGITUDINAL SECTION



SECTION A-A

WATER MAIN TRENCHLESS INSTALLATION

NOTES:

- ANNULAR SPACE SHALL BE FILLED WITH GROUT, SAND OR APPROVED MATERIAL A.O.B.E.; COST INCLUDED UNDER ITEM 650.1024.
- EACH SECTION OF O.I.P. CARRIER PIPE WITHIN THE CASING SHALL CONTAIN A MINIMUM OF TWO (2) SPACERS; ALL CARRIER PIPE SECTIONS WITHIN THE CASING SHALL HAVE RESTRAINED JOINTS. COST INCLUDED UNDER ITEM 650.1024.

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
ON: DECEMBER 2, 2013

ALTERED BY:  
ON:



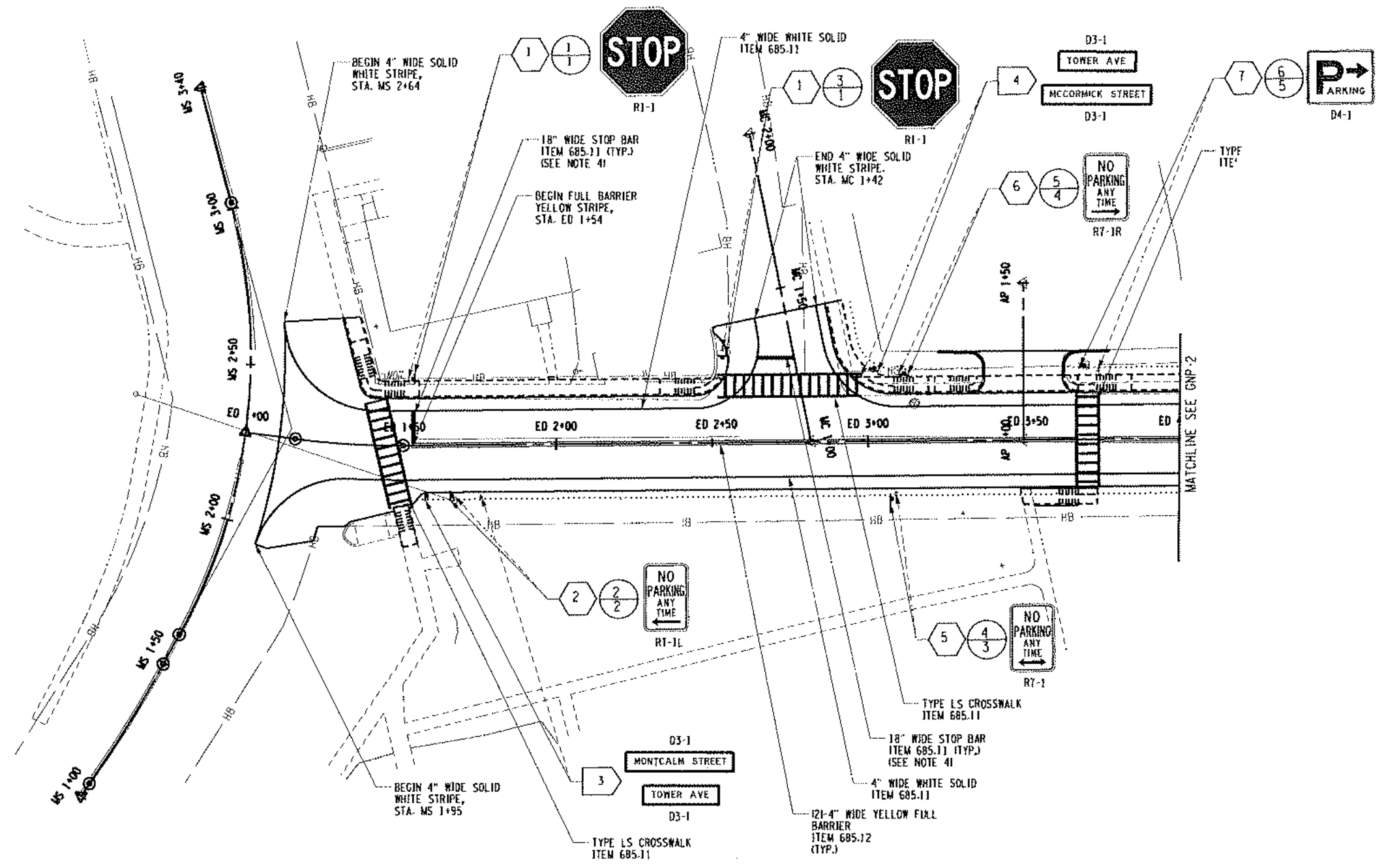
**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX	PIN 1757-60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490	DRAWING NO. WA-7
	DATE: DECEMBER 2013				WATER MAIN DETAILS	SHEET NO. 30 OF 75	

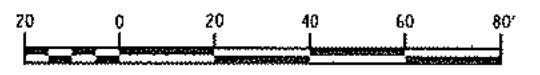
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, 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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPH.UIL.WAT.WA-7

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/AM  
 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM



- RELOCATE SIGN
- LOCATION NEW SIGN
- REMOVE EXISTING SIGN
- PROPOSED SIGN
- EXISTING SIGNS (SEE NOTE 2)



**NOTES:**

1. SIGN LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL REMOVE EXISTING SIGNS AND INSTALL NEW SIGNS IN ACCORDANCE WITH THE NATIONAL MUTCD (FHWA) AND THE NEW YORK STATE SUPPLEMENT.
2. ALL EXISTING SIGNS WITHIN WORK LIMITS SHALL BE REMOVED AND DISPOSED OF UNLESS OTHERWISE INDICATED. SEE SIGN REMOVAL TABLE ON DWG. SDS-1 FOR LOCATIONS AND ITEM NUMBERS.
3. FOR SIGN TEXT AND SIZES, SEE SIGN DATA SHEETS SDS-1.
4. THE LOCATION OF STOP BARS ON PLANS IS APPROXIMATE. FINAL LOCATION TO BE DETERMINED BY ENGINEER, BASED ON FIELD CONDITIONS AND PREVAILING TRAFFIC CONDITIONS.

AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 ON:



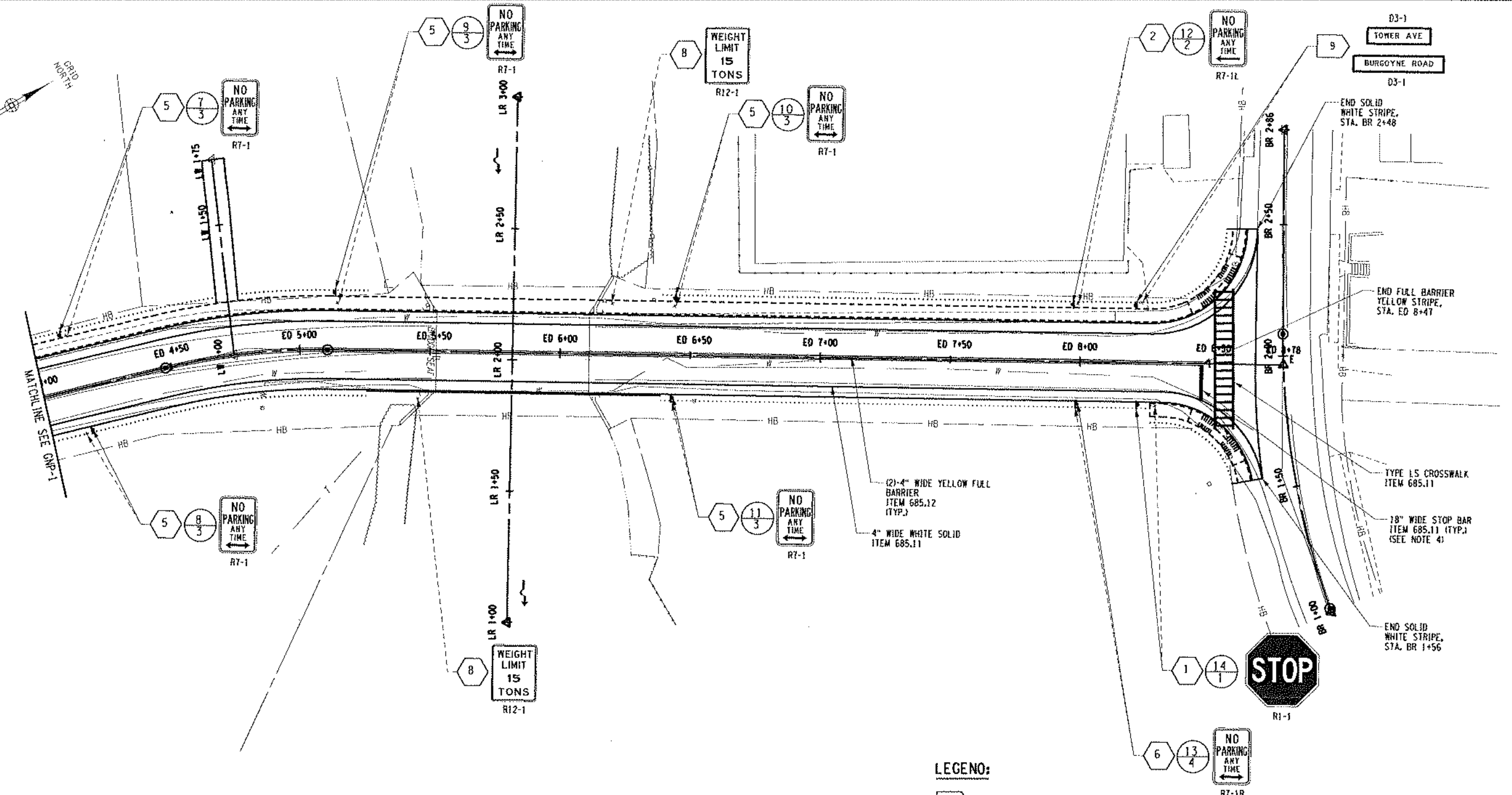
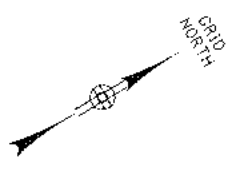
**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	DATE: DECEMBER 2013				SIGNING AND PAVEMENT MARKING PLAN	DRAWING NO. SCP-01 SHEET NO. 31 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPH\_SGP-01

PROJECT MANAGER CC  
 CHECK CC/DI  
 DRAFTING FC  
 CHECK JT/AM  
 DESIGN CC/DI  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FN



**LEGEND:**

- RELOCATE SIGN
- LOCATION NEW SIGN
- REMOVE EXISTING SIGN
- PROPOSED SIGN
- EXISTING SIGNS (SEE NOTE 2)

**NOTES:**

1. SIGN LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL REMOVE EXISTING SIGNS AND INSTALL NEW SIGNS IN ACCORDANCE WITH THE NATIONAL MUTCD (FHWA) AND THE NEW YORK STATE SUPPLEMENT.
2. ALL EXISTING SIGNS WITHIN WORK LIMITS SHALL BE REMOVED AND DISPOSED OF UNLESS OTHERWISE INDICATED. SEE SIGN REMOVAL TABLE ON DWG. SDS-1 FOR LOCATIONS AND ITEM NUMBERS.
3. FOR SIGN TEXT AND SIZES, SEE SIGN DATA SHEETS SDS-1.
4. THE LOCATION OF STOP BARS ON PLANS IS APPROXIMATE. FINAL LOCATION TO BE DETERMINED BY ENGINEER, BASED ON FIELD CONDITIONS AND PREVAILING TRAFFIC CONDITIONS.



AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 ON:

**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER 0033490
	TOWN OF TICONDEROGA				SIGNING AND PAVEMENT MARKING PLAN	DRAWING NO. SGP-02
	COUNTY: ESSEX	DATE: DECEMBER 2013				SHEET NO. 32 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPH.SGP-02

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/AH  
 DESIGN CC/DT  
 DESIGN SUPERVISOR FM

SIGN REMOVAL TABLE							
TEXT NUMBER	STATION	OFFSET	ITEM NUMBER	TOTAL QUANTITY	TEXT WxH (in)	M.U.T.C.D. NUMBER	MOUNT
1	ED 1+53 ED 2+54 ED 8+29	20.4 FT LT 29.6 FT LT 16.4 FT RT	647.51	3 EA	30x30 	R1-1	GR. MTD.
2	ED 1+67 ED 7+99	16.7 FT RT 22.2 FT LT	647.51	2 EA	12x18 	R7-1L	GR. MTD.
3	ED 1+76	16.6 FT RT	647.31	1 EA	42x12 MONTCALM STREET 42x12 TOWER AVENUE	D3-1 D3-1	GR. MTD.
4	ED 2+98	20.7 FT LT	647.31	1 EA	42x12 TOWER AVENUE 42x12 McCORMICK STREET	D3-1 D3-1	GR. MTD.
5	ED 3+09 ED 4+13 ED 4+13 ED 5+14 ED 6+43 ED 6+44	16.5 FT RT 17.3 FT RT 21.0 FT LT 18.0 FT LT 17.8 FT RT 18.7 FT LT	647.51	6 EA	12x18 	R7-1	GR. MTD.
6	ED 3+10 ED 7+99	21.3 FT LT 17.6 FT RT	647.51	2 EA	12x18 	R7-1R	GR. MTD.
7	ED 3+74	21.9 FT LT	647.51	1 EA	30x24 	D4-1	GR. MTD.
8	ED 5+46 ED 6+20	18.0 FT RT 19.3 FT LT	647.51	2 EA	24x30 WEIGHT LIMIT 15 TONS	R12-1	GR. MTD.

SIGN REMOVAL TABLE							
TEXT NUMBER	STATION	OFFSET	ITEM NUMBER	TOTAL QUANTITY	TEXT WxH (in)	M.U.T.C.D. NUMBER	MOUNT
9	ED 8+23	22.9 FT LT	647.31	1 EA	42x12 TOWER AVENUE 42x12 BURGOYNE ROAD	D3-1 D3-1	GR. MTD.

NEW SIGN TABLE							
TEXT NUMBER	LOCATION NUMBER	ITEM NUMBER	PAYMENT FACTOR	TOTAL QUANTITY	TEXT WxH (in)	M.U.T.C.D. NUMBER	MOUNT
1	1, 3, 14	645.5202	6.3 SF	18.9 SF	30x30 	R1-1	GR. MTD.
		645.81	1	3 EA			
2	2, 12	645.5101	1.5 SF	3.0 SF	12x18 	R7-1L	GR. MTD.
		645.81	1	2 EA			
3	4, 7, 8, 9, 10, 11	645.5101	1.5 SF	9 SF	12x18 	R7-1	GR. MTD.
		645.81	1	6 EA			
4	5, 13	645.5101	1.5 SF	3.0 SF	12x18 	R7-1R	GR. MTD.
		645.81	1	2 EA			
5	6	645.5102	5.0 SF	5.0 SF	30x24 	D4-1	GR. MTD.
		645.81	1	1 EA			

LEGEND			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
B-B	BACK TO BACK		NEW/RELOCATED SIGN
GR. MTD.	GROUND MOUNTED		SIGN REMOVAL
L	LOCATION NO.		RELOCATE SIGN
T	TEXT NO.		

**NOTES:**

- SIGN LOCATIONS AS SHOWN ON PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL RELOCATE EXISTING SIGNS AND INSTALL NEW SIGNS IN ACCORDANCE WITH THE FEDERAL MUTCD AND NYS SUPPLEMENT.
- THE PAYMENT FACTORS FOR SIGNS ARE FROM THE APPLICABLE STANDARD SHEETS OR SIGN FACE LAYOUTS PROVIDED IN THE CONTRACT DOCUMENTS.
- THE PAYMENT FACTOR FOR POSTS IS THE NUMBER OF POSTS PROVIDED PER INSTALLATION.
- THE TOTAL PAYMENT QUANTITY IS OBTAINED BY MULTIPLYING THE NUMBER OF LOCATIONS (SHOWN IN THE LOWER RIGHT CORNER OF THE LOCATIONS BLOCK) BY THE PAYMENT FACTOR.

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
ON: DECEMBER 2, 2013  
ALTERED BY: ON:



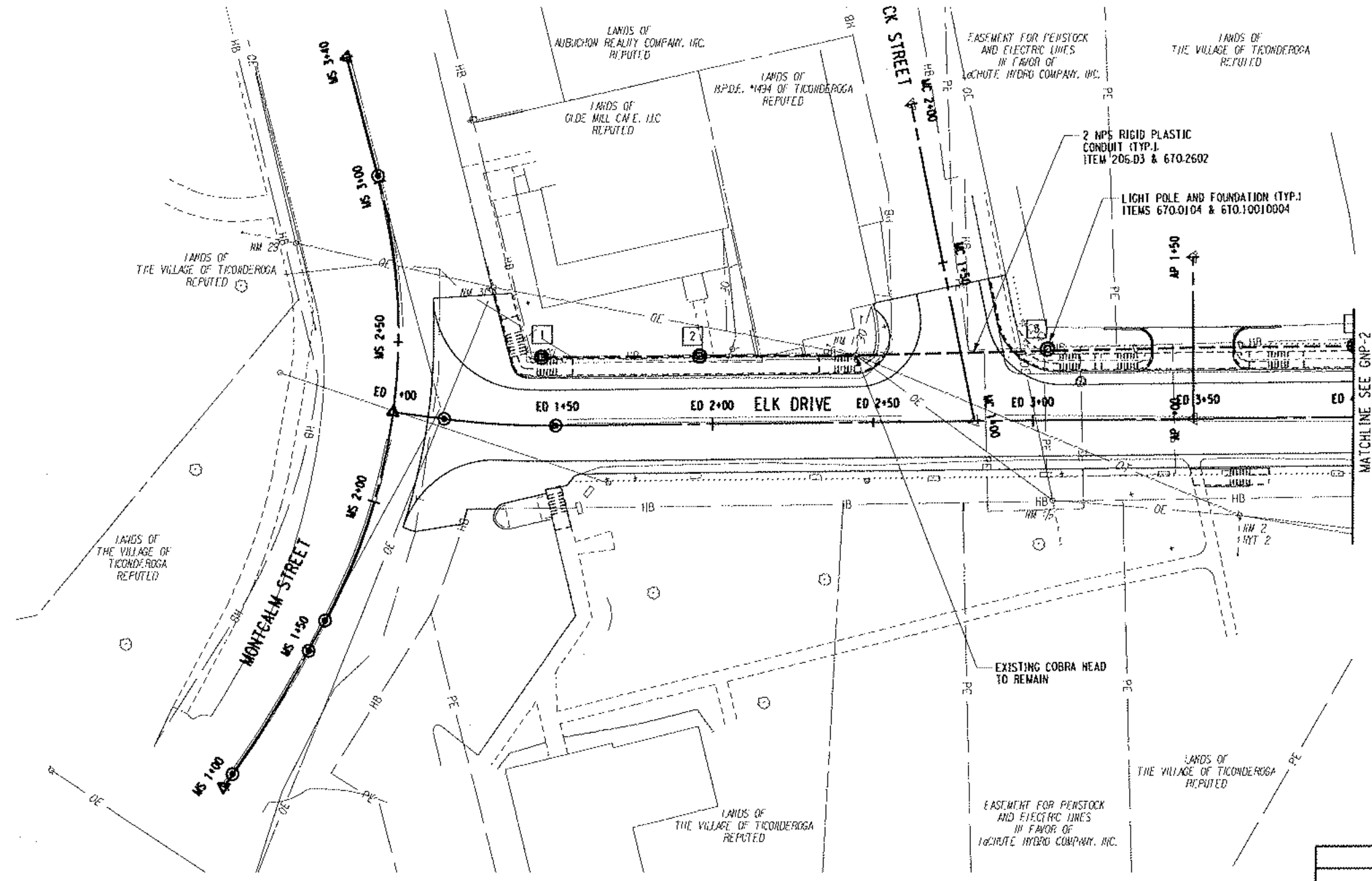
**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

ITEM	DESCRIPTION	UNIT
645.5101	GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS	SF
645.5102	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF. WITH Z-BARS	SF
645.5202	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF WITH Z-BARS, HIGH VISIBILITY SHEETING	SF
645.81	TYPE A SIGN POSTS	EA
647.31	RELOCATE SIGN PANEL. SIGN PANEL ASSEMBLY SIZE 1 (UNDER 30 SQUARE FEET)	EA
647.51	REMOVE AND DISPOSE SIGN PANEL. SIGN PANEL ASSEMBLY SIZE 1 (UNDER 30 SQUARE FEET)	EA

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA	PIN 1757.60	BRIDGES 3-30252-D	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490	SIGN DATA SHEET	DRAWING NO. SDS-1
	COUNTY: ESSEX	DATE: DECEMBER 2013						SHEET NO. 33 OF 75

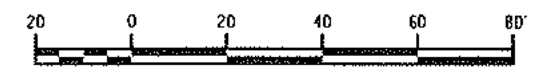
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PROJECT MANAGER CC  
 CHECK CC/DI  
 DRAFTING FC  
 CHECK JT/AM  
 DESIGN CC/DI  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM



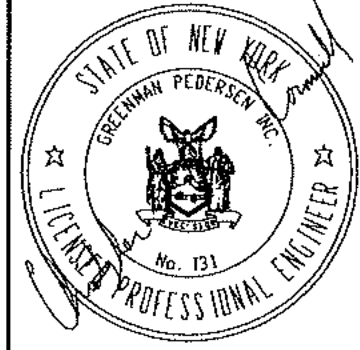
MATCHLINE SEE GNP-2

ROADWAY LIGHTING LEGEND	
	2 NPS RIGID PLASTIC CONDUIT
	LIGHT POLE WITH POST TOP MOUNTED LUMINAIRE
	POLE REFERENCE NUMBER
	LIGHTING PULLBOX



AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 ON:



**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

**NOTES:**

- SEE DRAWING MST-2 FOR LIGHTING DETAIL AND TABLE.
- CONTRACTOR SHALL COORDINATE POWER SERVICE LOCATION AND REQUIREMENTS WITH NATIONAL GRID PRIOR TO CONSTRUCTION. UNDER NO CONDITION SHALL THE CONTRACTOR MAKE HIS OWN SERVICE CONNECTION. ALL SERVICE CONNECTIONS SHALL BE MADE BY NATIONAL GRID.
- POLE FOUNDATIONS SHALL BE PLACED SUCH THAT THEY ARE NO CLOSER THAN 3'-0" FROM THE FACE OF CURB TO CENTER OF FOUNDATION.
- UNDER ITEM 670.10010004 THE CONTRACTOR SHALL PROVIDE A STERNBERG MODEL 4210-FP FLUTED ALUMINUM POLE WITH VERDE GREEN FINISH (OR APPROVED EQUAL) 12 FOOT IN HEIGHT, WITH STERNBERG MODEL ABSORBED ACORN LUMINAIRE (96 WATTS, 84 LED) WITH TYPE 3 IES DISTRIBUTION (OR APPROVED EQUAL). SEE DRAWING MST-2 FOR DETAIL.

AS-BUILT REVISIONS  
 DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE.	PIN 1757.6D
OVER THE LACHUTE RIVER	
TOWN OF TICONDEROGA	
COURTY: ESSEX	DATE: DECEMBER 2013

BRIDGES	CULVERTS
3-30252-0	

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

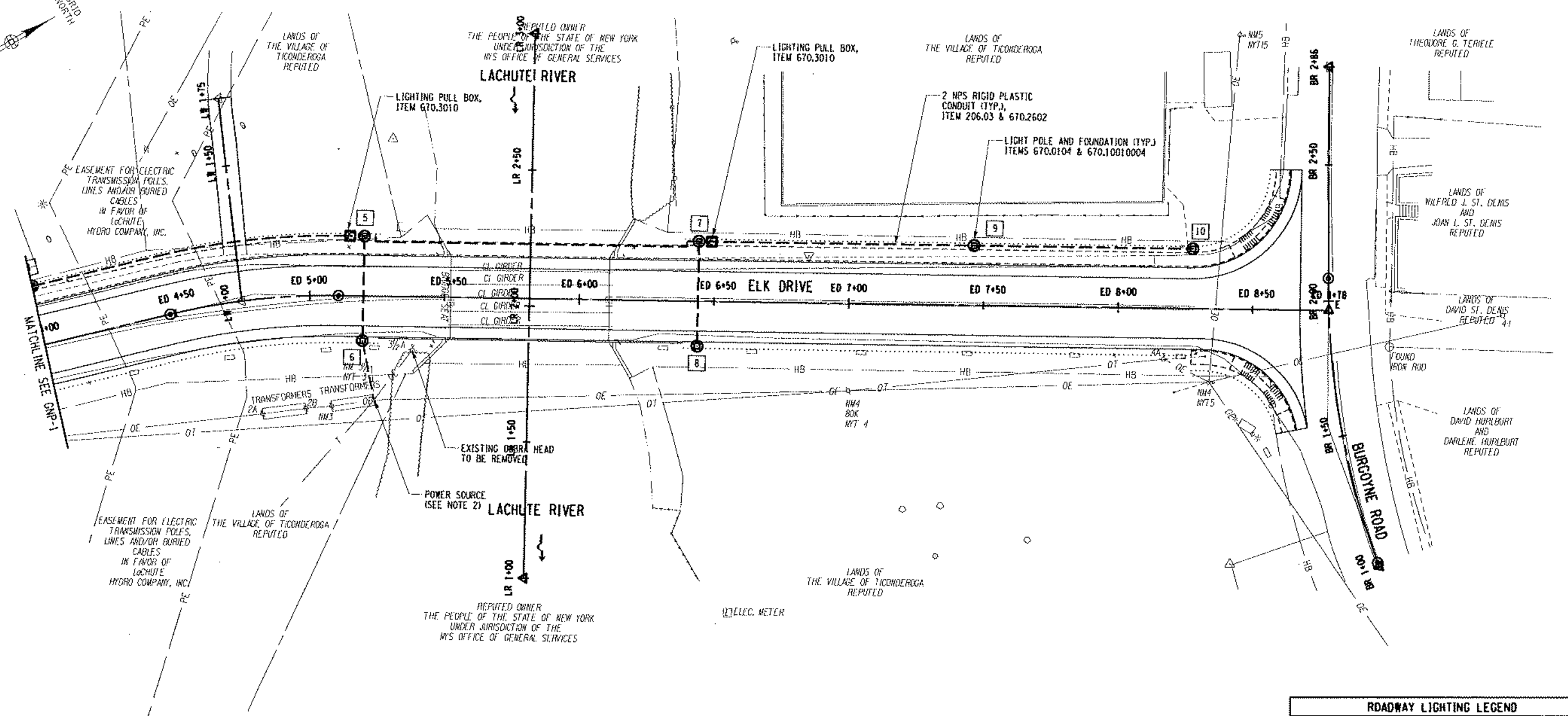
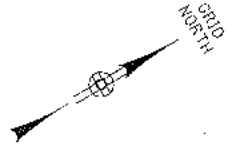
LIGHTING PLAN

CONTRACT NUMBER	
0033490	
DRAWING NO. LPN-01	
SHEET NO. 34 OF 75	

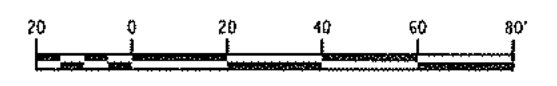
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NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPH.LPN-01

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING EC  
 CHECK JT/WH  
 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM



ROADWAY LIGHTING LEGEND	
	2 NPS RIGID PLASTIC CONDUIT
	LIGHT POLE WITH POST TOP MOUNTED LUMINAIRE
	POLE REFERENCE NUMBER
	LIGHTING PULLBOX



**NOTES:**

- SEE DRAWING MST-2 FOR LIGHTING DETAIL AND TABLE.
- CONTRACTOR SHALL COORDINATE POWER SERVICE LOCATION AND REQUIREMENTS WITH NATIONAL GRID PRIOR TO CONSTRUCTION. UNDER NO CONDITION SHALL THE CONTRACTOR MAKE HIS OWN SERVICE CONNECTION. ALL SERVICE CONNECTIONS SHALL BE MADE BY NATIONAL GRID.
- POLE FOUNDATIONS SHALL BE PLACED SUCH THAT THEY ARE NO CLOSER THAN 3'-0" FROM THE FACE OF CURB TO CENTER OF FOUNDATION.
- UNDER ITEM 670.10010004 THE CONTRACTOR SHALL PROVIDE A STERNBERG MODEL 4210-FP FLUTED ALUMINUM POLE WITH VERDE GREEN FINISH (OR APPROVED EQUAL), 12 FOOT IN HEIGHT, WITH STERNBERG MODEL ABSORLED ACORN LUMINAIRE (96 WATTS, 84 LED) WITH TYPE 3 IES DISTRIBUTION (OR APPROVED EQUAL). SEE DRAWING MST-2 FOR DETAIL.

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013  
 ALTERED BY:  
 ON:



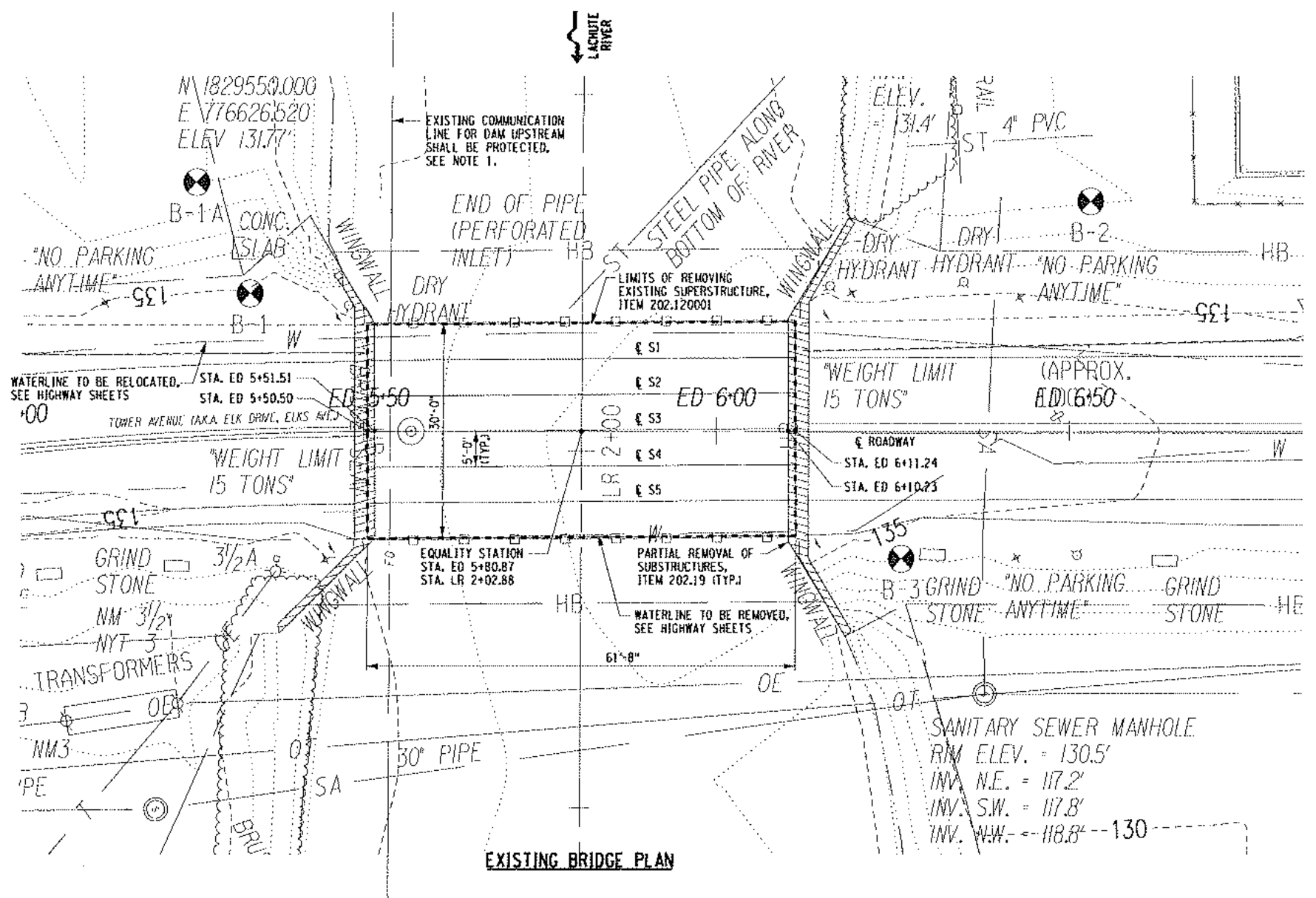
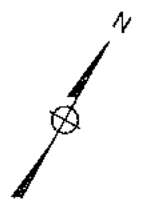
**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	COUNTY: ESSEX	DATE: DECEMBER 2013			LIGHTING PLAN	DRAWING NO. LPN-02
						SHEET NO. 35 OF 75

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.

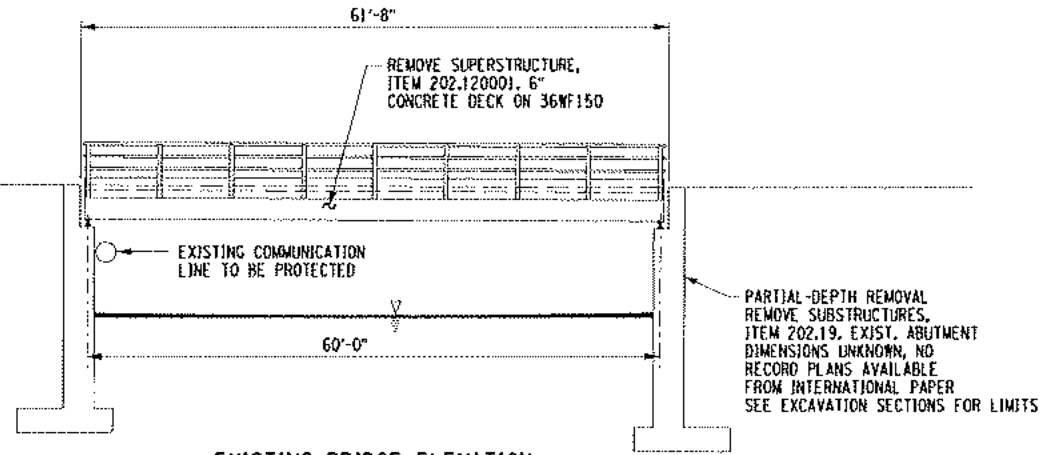
NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPH.LPN-02

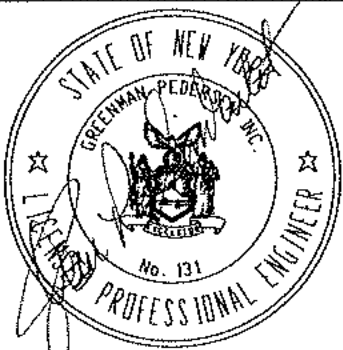
PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING EC  
 CHECK JT/NH  
 DESIGN CC/OT  
 JOB MANAGER CC/JJS  
 DESIGN SUPERVISOR FM



**NOTES:**

1. CONTRACTOR SHALL BE AWARE THAT THERE IS AN ACTIVE EXISTING COMMUNICATIONS LINE FOR THE DAM UPSTREAM ATTACHED TO THE FRONT FACE OF THE BEGIN ABUTMENT. REFER TO COORDINATION NOTES ON DWG. NO. GNM-1 AND THE CONTRACT DOCUMENTS FOR ADDITIONAL COORDINATION.

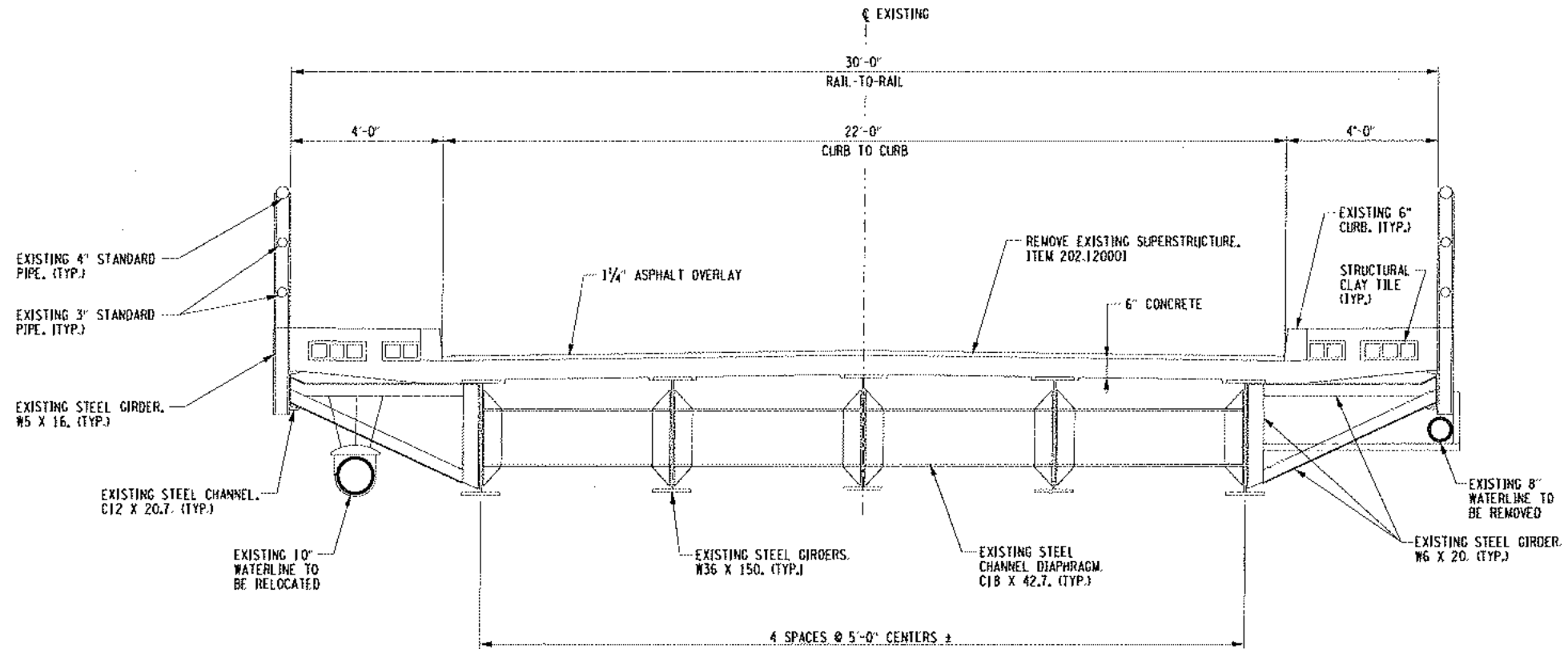


AFFIX SEAL: GREENMAN - PEDERSEN, INC ON: DECEMBER 2, 2013	ALTERED BY: ON:
 <b>GPI</b> GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS	

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX      DATE: DECEMBER 2013	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
EXISTING BRIDGE PLAN & ELEVATION					DRAWING NO. ST-1 SHEET NO. 36 OF 75	
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.						
NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1 DOCUMENT NAME: 175760.CPB.PLN_E						

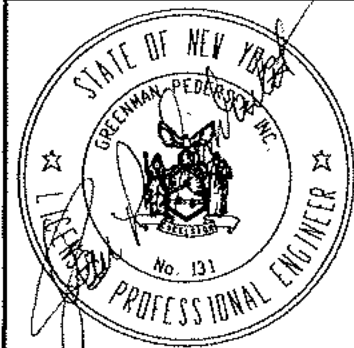


PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/WH  
 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM



**EXISTING BRIDGE SECTION**  
SCALE: NONE

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
ON: DECEMBER 2, 2013  
ALTERED BY:  
ON:



**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS  
DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE,  
OVER THE LACHUTE RIVER  
TOWN OF TICONDEROGA  
COUNTY: ESSEX      DATE: DECEMBER 2013

PIN 1757.60

BRIDGES  
3-30252-0

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

CONTRACT NUMBER

0033490

EXISTING BRIDGE  
TYPICAL SECTION

DRAWING NO. ST-2

SHEET NO. 37 OF 75

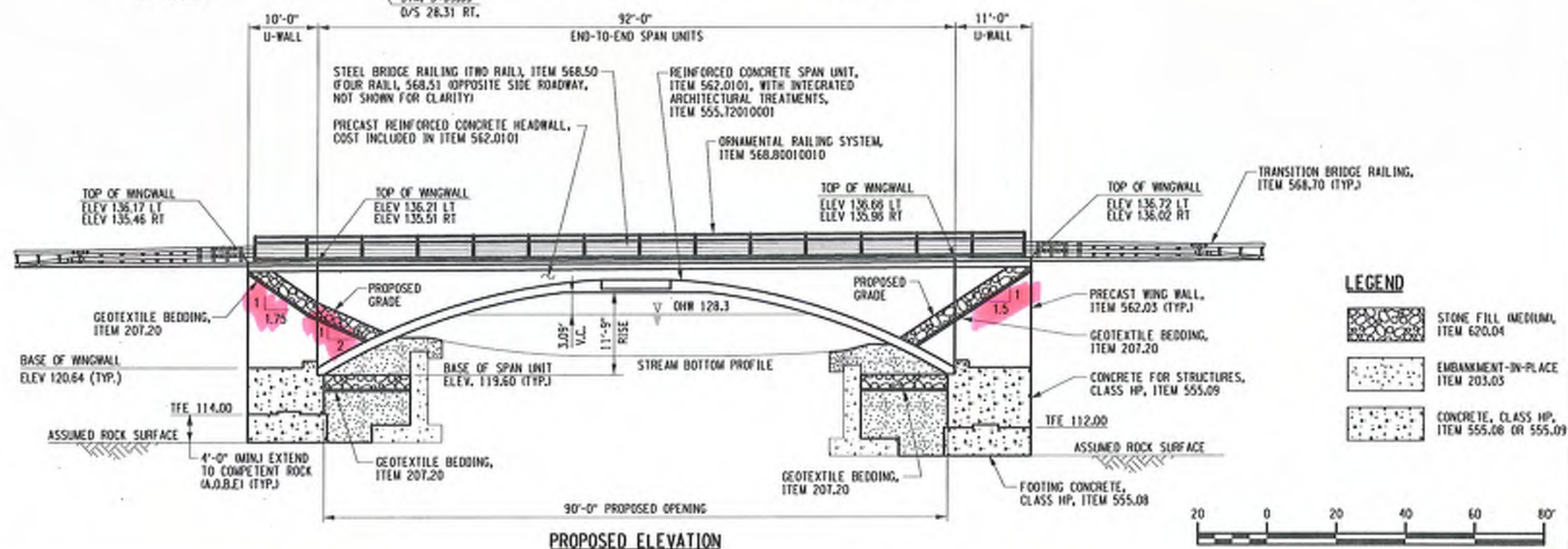
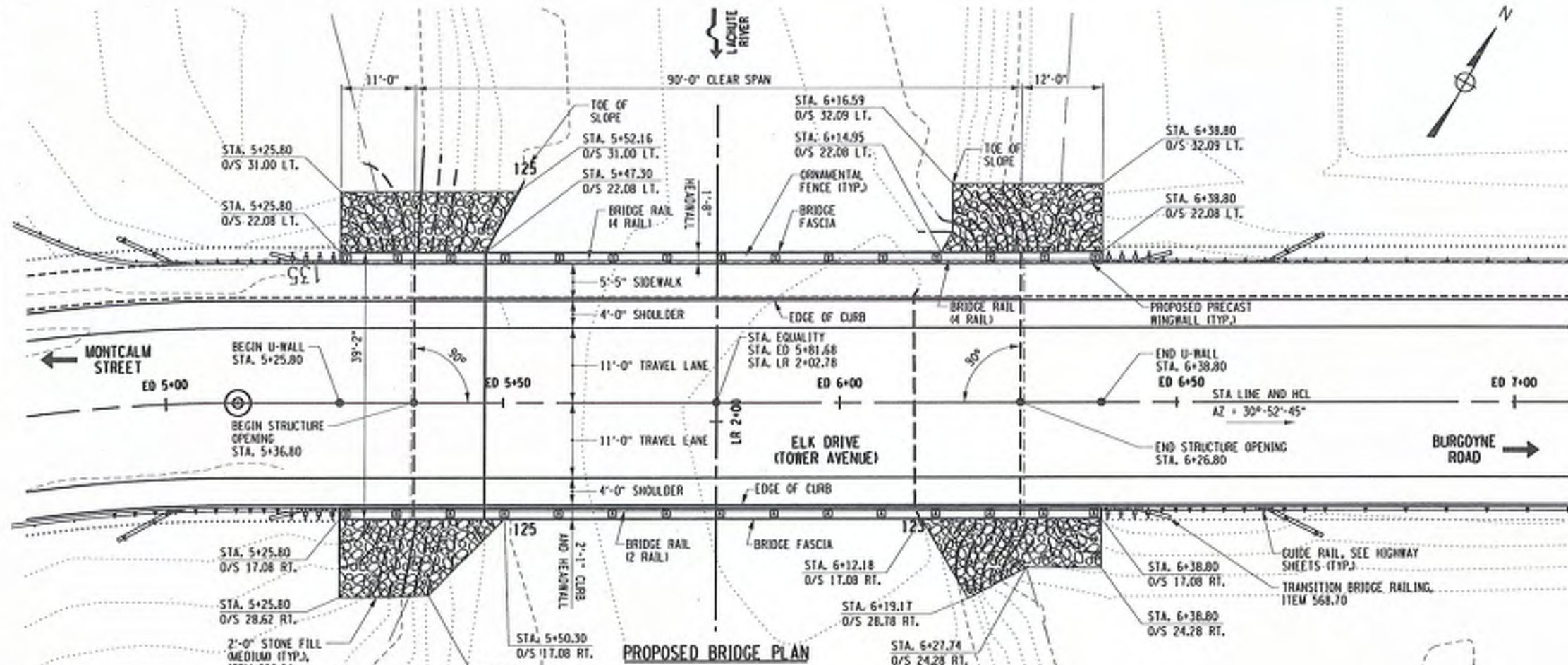
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NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPB.TYP-1

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/MM  
 DESIGN CC/JAS  
 JOB MANAGER CC/JAS  
 DESIGN SUPERVISOR FM

HYDRAULIC DATA			
DRAINAGE AREA + 259 (SQ MILES)	BASIC FLOOD	DESIGN FLOOD	
REQUENCY INTERVAL (YRS)	100	50	
PEAK DISCHARGE (CFS)	4530	4070	
HIGH WATER ELEVATION @ PT. OF MAX. BACKWATER	EXISTING	129.9	129.2
	PROPOSED	129.1	129.4
AVG. VELOCITY THRU STRUCTURE @ DESIGN FLOOD	10.9 FT/S		
SCOUR ANALYSIS:	* MINIMUM CHANNEL EL. 124.0 FT (AT FACE OF CULVERT LEGS)		
	Q100 SCOUR DEPTH (FT)	Q100 SCOUR ELEV. (FT)	Q500 SCOUR DEPTH (FT)
	1.2	122.8	3.9
	1.2	122.8	3.9
BEGIN ABUTMENT	1.2	122.8	120.1
END ABUTMENT	1.2	122.8	120.1
SCOUR DEPTH IS MEASURED FROM MINIMUM CHANNEL ELEVATION.			

\* THE PROPOSED STRUCTURE SHALL HAVE A MINIMUM HYDRAULIC AREA OF 372.7 FT<sup>2</sup> BELOW THE DESIGN HIGH WATER ELEVATION OF 129.4 AT THE UPSTREAM FASCIA OF THE STRUCTURE. THIS AREA SHALL BE MEASURED PERPENDICULAR TO THE FLOW. THE MINIMUM CLEAR SPAN SHALL BE 60 FT PERPENDICULAR TO FLOW; A CLEAR SPAN DECREASING THIS BY MORE THAN 10% SHALL REQUIRE THE CONCURRENCE OF THE COUNTY OR COUNTY'S REPRESENTATIVE.



LEGEND	
	STONE FILL MEDIUM, ITEM 620.04
	EMBANKMENT-IN-PLACE, ITEM 203.03
	CONCRETE, CLASS HP, ITEM 555.08 OR 555.09

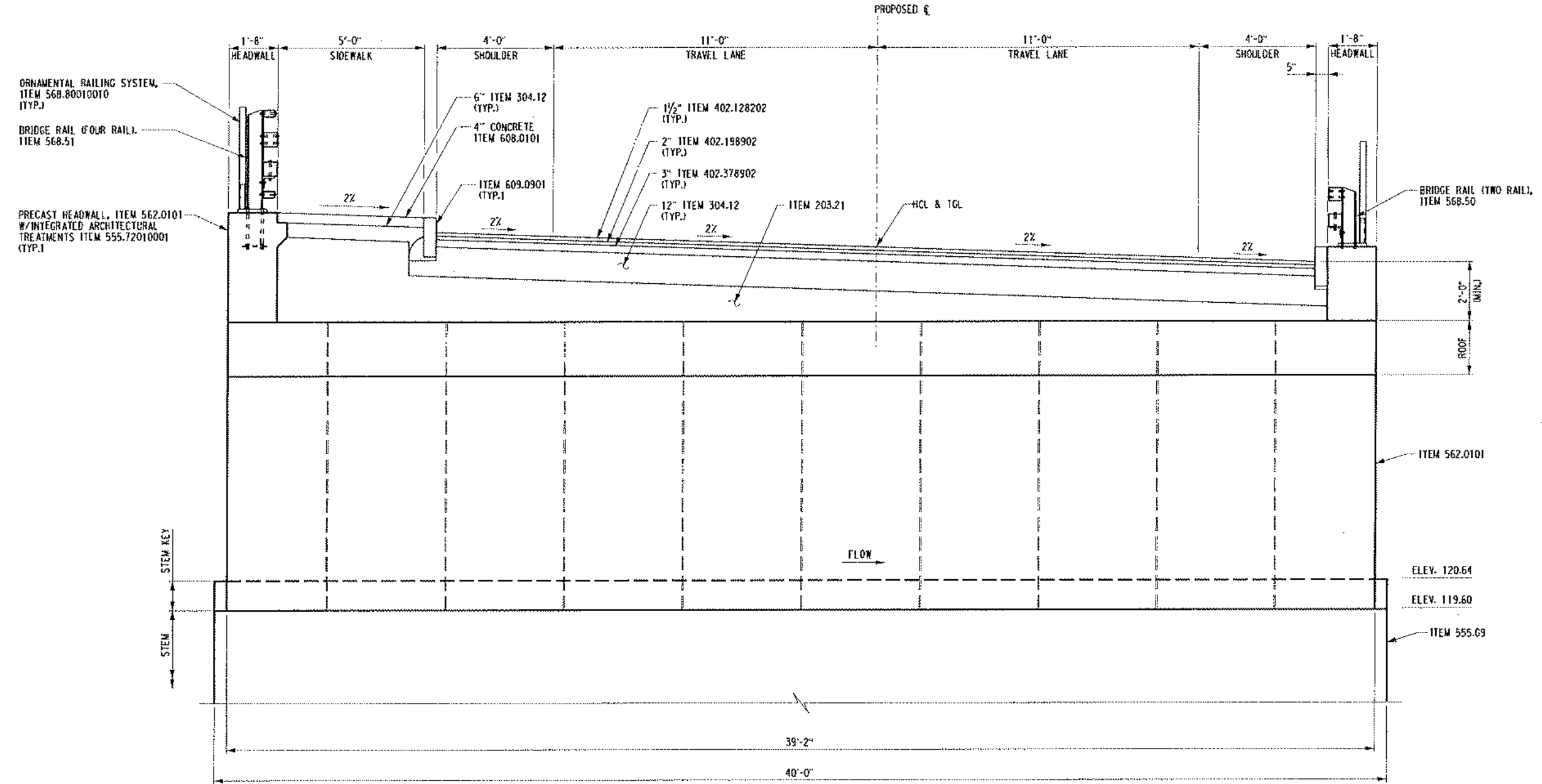
AFFIX SEAL: GREENMAN - PEDERSEN, INC. DECEMBER 2, 2013

ALTERED BY: [Signature]

**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	DATE: DECEMBER 2013				PROPOSED BRIDGE PLAN & ELEVATION	DRAWING NO. ST-3 SHEET NO. 38 OF 75
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.						NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1 DOCUMENT NAME: 175760.CPB.PLN.P

PROJECT MANAGER EC  
 CHECK CC/DT  
 DRAFTING EC  
 CHECK JT/WH  
 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM



**PROPOSED ELK DRIVE  
 BRIDGE TYPICAL SECTION**  
 (LOOKING UPSTATION)  
 STA. ED 5+36.80 TO STA. ED 6+26.80  
 SCALE: NONE

ITEM	DESCRIPTION	UNIT	ITEM	DESCRIPTION	UNIT	NOTES:
203.21	SELECT STRUCTURAL FILL	CY	562.0101	REINFORCED CONCRETE SPAN UNITS	SY	
304.12	SUBBASE COURSE, TYPE 2	CY	608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY	
402.128202	12.5 F2 TOP COURSE HMA, 80 SERIES COMPACTION	TON	609.0901	OPTIONAL CURB IPRECAST TYP PVF150 OR CAST-IN-PLACE TYPE VF150 OR GRANITE TYPE CJ	LF	
402.128212	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.128202	QU				
402.198902	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	TON				
402.198912	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.198902	QU				
402.378902	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION	TON				
402.378912	PLANT PRODUCTION QUALITY ADJUSTMENT 402.378902	QU				
407.0102	TACK COAT - DILUTED	GAL				
555.72010001	ARCHITECTURAL TREATMENT OF CONCRETE SURFACES	SY				
568.80010010	ORNAMENTAL RAILING SYSTEM	LF				
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:		REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX		PIN 1757.60	BRIDGES 3-30252-0	CULVERTS
				ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED		CONTRACT NUMBER D033490
				PROPOSED BRIDGE TYPICAL SECTION		DRAWING NO. ST-4 SHEET NO. 39 OF 75
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.				NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1 DOCUMENT NAME: 175760.CPB.TYP-2		



DESIGN SUPERVISOR: FM  
 DESIGN: CC/JIS  
 CHECK: JT/AH  
 DRAFTING: EC  
 CHECK: CC/JT  
 PROJECT MANAGER: CC

**GENERAL NOTES:**

- DESIGN SPECIFICATIONS: NYSDOT LRF0 BRIDGE DESIGN SPECIFICATIONS WITH ALL PROVISIONS IN EFFECT AS OF NOVEMBER 2013 FOR DESIGN PURPOSES. COMPRESSIVE STRENGTH OF CONCRETE FOR SUBSTRUCTURES AND DECK SLABS AT 28 DAYS  $f_c=3000$  PSI.
- LIVE LOAD: AASHTO HL - 93.
- CONSTRUCTION AND MATERIALS SPECIFICATIONS: STANDARD SPECIFICATIONS, CONSTRUCTION AND MATERIALS, NEW YORK STATE DEPARTMENT OF TRANSPORTATION, OFFICE OF ENGINEERING, DATED MAY 1, 2008, WITH CURRENT ADDITIONS AND MODIFICATIONS.
- DETAILS ON THE DRAWINGS LABELED AS "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.
- ALL SHOP DRAWINGS SUBMITTED FOR THIS PROJECT SHALL BE IN US CUSTOMARY 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 BRIDGE EVALUATION - FIRST EDITION 2008.
- DIMENSIONS FOR THICKNESSES OF STEEL ROLLED ANGLE SHAPES AND STRUCTURAL TUBING ARE SHOWN ACCORDING TO THE AISC MANUAL.
- THIS BRIDGE SHALL BE MAINTAINED IN ACCORDANCE WITH THE GUIDELINES CONTAINED IN THE CURRENT EDITION OF THE AASHTO MAINTENANCE MANUAL: THE MAINTENANCE AND MANAGEMENT OF ROADWAYS AND BRIDGES.
- HIGH VOLTAGE ELECTRICAL LINES ARE IN PROXIMITY TO THIS BRIDGE. REFER TO SUBSECTION 107-05 OF THE STANDARD SPECIFICATIONS FOR CONTRACTOR SAFETY REQUIREMENTS.
- FOR BHN 3302520, SHOP DRAWING SUBMITTALS ARE REQUIRED FOR THE FOLLOWING: REINFORCED CONCRETE SPAN UNITS, ITEM 562.0101; WINGWALL WITH FOOTING, ITEM 562.03; STEEL BRIDGE RAILING (TWO RAIL), ITEM 568.50; STEEL BRIDGE RAILING (FOUR RAIL), ITEM 568.51; TRANSITION BRIDGE RAILING, ITEM 568.70.

**SUBSTRUCTURES NOTES:**

- ALL PLACEMENTS OF SELECT STRUCTURE FILL, ITEM 203.21, SHALL BE COMPACTED TO 95 PERCENT OF STANDARD PROCTOR MAXIMUM DENSITY.
- HIGHWAY EMBANKMENT MATERIAL (HIGHWAY ESTIMATE) AND SELECT STRUCTURE FILL, ITEM 203.21, SHALL BE PLACED SIMULTANEOUSLY. IN CONTACT, ON BOTH SIDES OF THE VERTICAL PAYMENT LINE.
- THE CONTRACTOR, WITH THE PERMISSION OF THE COUNTY OR E.I.C., MAY ELECT TO INTRODUCE CONSTRUCTION JOINTS IN THE ABUTMENTS AT LOCATIONS NOT SHOWN ON THE PLANS. THESE CONSTRUCTION JOINTS SHALL BE PROVIDED WITH SHEAR KEYS AND WATERSTOPS AT NO ADDITIONAL COST TO THE COUNTY.

**EXCAVATION NOTES:**

- THE EXISTING ABUTMENTS SHALL BE REMOVED TO THE LIMITS INDICATED ON THE PLANS. SHOULD THE EIC DETERMINE THE PORTION OF EXISTING ABUTMENT TO REMAIN WILL BE UNSTABLE OR A HAZARD DURING CONSTRUCTION, THE ENGINEER MAY ORDER ALL OR A PORTION OF IT REMOVED UNDER THE SUBSTRUCTURE REMOVAL ITEM.
- DUE TO THE LACK OF PLANS FOR THE SUBSTRUCTURE CONDITION OF THE ABUTMENT AND WALL AS WELL AS THE GEOMETRICAL PROPERTIES OF THEM ARE UNKNOWN, IT WAS ASSUMED THAT THE SUBSTRUCTURES EXTEND TO THE ASSUMED ROCK SURFACE. THEREFORE EXISTING REMOVAL OF THE SUBSTRUCTURE MAY BE GREATER OR LESS THAN ASSUMED.
- CONTRACTOR SHALL SUBMIT THEIR METHOD OF TEMPORARY EXCAVATION PROTECTION SYSTEM TO BE USED IN THIS CONTRACT. PRIOR TO FABRICATION AND ERECTION OF MATERIALS TO BE USED. COST TO BE INCLUDED UNDER ITEM 552.13.

**COFFERDAM NOTES:**

- 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 COST TO THE COUNTY.
- 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 ENGINEER-IN-CHARGE SHALL CONTACT THE COUNTY 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 HAY BALES OR APPROVED EQUAL, MAY BE REQUIRED AS DETERMINED BY THE ENGINEER-IN-CHARGE. NO SETTLEMENT BASIN SHALL BE CONSTRUCTED.
- ORDINARY HIGH WATER IS ESTIMATED TO BE 128.30 IS DEFINED AS THE WATER SURFACE ELEVATION FOR THE 1% ANNUAL FLOOD, WHICH IS THE FLOOD THAT HAS A RECURRENCE INTERVAL OF 2.33 YEARS.

**REMOVAL NOTES:**

- EXISTING SUBSTRUCTURE SHALL BE REMOVED WITHIN THE LIMITS SHOWN ON THE PLANS UNDER ITEM 202.19 IN THE BRIDGE ESTIMATE.
- EXISTING SUPERSTRUCTURE SHALL BE REMOVED UNDER ITEM 202.120001 IN THE BRIDGE ESTIMATE.
- THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF SUBSECTION 202-3.01 GENERAL AND SAFETY REQUIREMENTS. A REMOVAL PLAN, SIGNED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF NEW YORK, SHALL BE SUBMITTED TO THE ENGINEER THIRTY (30) DAYS PRIOR TO BEGINNING THE DEMOLITION.
- RECORD PLANS FOR THIS SUPERSTRUCTURE ARE AVAILABLE AT THE COUNTY OFFICE. RECORD PLANS FOR THIS SUBSTRUCTURE ARE NOT AVAILABLE. THE CONTRACTOR'S ATTENTION IS DRAWN TO THE UNKNOWN NATURE AND EXTENT OF THE SUBSTRUCTURE AND EXCAVATION.

**REMOVAL NOTES:**

- LOOSE AND/OR PEELING PAINT ON STEEL SURFACES MAY BECOME DISLOOGE DURING REMOVAL OPERATIONS OR DURING TRANSPORTATION FROM THE SITE UNLESS APPROPRIATE MEASURES ARE TAKEN. THE CONTRACTOR SHALL FORMULATE AND SUBMIT A METHOD OF REMEDIATING THE CONDITION FOR APPROVAL BY THE ENGINEER. WORKER LEAD PROTECTION IN ACCORDANCE WITH OSHA 1926.62 MUST BE SATISFIED. ALTERNATIVES COULD INCLUDE TRANSPORTING AFFECTED MEMBERS IN CLOSED TRUCKS, WRAPPING AFFECTED MEMBERS PRIOR TO REMOVAL, ENCAPSULATING THE LOOSE PAINT OR REMOVAL OF LOOSE PAINT PRIOR TO DISMANTLING OPERATIONS. THE COST OF REMEDIATING THIS CONDITION SHALL BE INCLUDED IN THE LUMP SUM PRICE(S) BID FOR THE SUPERSTRUCTURE REMOVAL ITEM(S) OR THE UNIT PRICE BID FOR THE SUBSTRUCTURE REMOVAL ITEM. THE USE OF ENVIRONMENTAL GROUND AND/OR WATERWAY PROTECTION ITEMS WILL BE REQUIRED. DEPENDING ON THE ALTERNATIVE CHOSEN, THE TREATMENT AND DISPOSAL OF PAINT REMOVAL WASTE ITEM MAY BE REQUIRED. BECAUSE OF THE ABOVE-MENTIONED CONDITION, THE CONTRACTOR SHOULD EXAMINE THE CONDITION OF THE STRUCTURE'S PAINT PRIOR TO SUBMITTING A BID.
- REFER TO SUBSECTION 107-05 OF THE STANDARD SPECIFICATIONS FOR SAFETY AND HEALTH REQUIREMENTS.

**RECONSTRUCTION NOTES:**

- 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.
- 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, SCREENS 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.
- THE FOLLOWING CONCRETE ELEMENTS SHALL BE SEALED ACCORDING TO ITEM 559.16960118 - PROTECTIVE SEALING OF STRUCTURAL CONCRETE:
  - TOPS OF WALLS
  - WALL FASCIAS
- IF THE STRUCTURE HAS A BRIDGE IDENTIFICATION NUMBER (B.I.N.) PLATE ATTACHED, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE AND REMOUNT ON NEW BRIDGE AFTER CONSTRUCTION IS COMPLETED OR FURNISH NEW PLATE A.O.B.E. COST TO BE INCLUDED IN PRECAST ITEMS.

**CULVERT NOTES:**

- THE CULVERT WAS DESIGNED ASSUMING A 1'-0" LEG AND 1'-4" TO 1'-10" AT MIDSPAN CEILING DEPTH. IF ACTUAL LEG IS HIGHER THAN ASSUMED WIDTH, THE FOOTING STEM WALL AND FOOTING DESIGN MUST BE VERIFIED AND STAMPED BY AN ENGINEER LICENSED IN THE STATE OF NY.
- THE ASSUMED VERTICAL REACTION IS 19.2 KIPS/FT. THE ASSUMED HORIZONTAL REACTION IS 97.7 KIPS/FT. THE CONTRACTOR MUST SUBMIT A REVISED FOUNDATION DESIGN TO THE ENGINEER IF THE ACTUAL LOADS OF THE SUPPLIED STRUCTURE EXCEED THESE ASSUMED VALUES. THE REVISED DESIGN SHALL BE SUBMITTED AT THE SAME TIME THE DESIGN CALCULATIONS FOR THE THREE-SIDED STRUCTURE ARE SUBMITTED FOR APPROVAL.

**PRECAST NOTES:**

- THREADED INSERT AND EMBEDMENT LENGTH DETAILS AND/OR KEYWAYS FOR CONNECTING WINGWALLS TO THE THREE-SIDED STRUCTURE SHALL BE PROVIDED BY THE CONTRACTOR WITH THE SHOP DRAWINGS. INSERTS SHALL BE EPOXY COATED.
- ALL REINFORCING FOR THE REINFORCED CONCRETE SPAN UNITS, HEADWALLS, AND WALLS, SHALL BE EPOXY COATED. THE REINFORCEMENT SHALL MEET ALL THE REQUIREMENTS OF ITEM 556-0202. THE COST OF THE REINFORCING SHALL BE INCLUDED UNDER THE PRECAST ITEMS.
- PRECAST DETAILS ARE INTENDED TO BE NON-PROPRIETARY IN NATURE.
- THE LOAD RATING TABLE FOUND ON THE "REINFORCED CONCRETE SPAN UNIT PLAN, SECTION & ELEVATION" DRAWING SHALL BE FILLED IN BY THE EIC FROM INFORMATION RECEIVED FROM THE CONTRACTOR.  
  
THE LOAD RATINGS SHALL BE ON THE PRODUCTION NOTE SHEET OF THE SHOP DRAWINGS. THE CONTRACTOR SHALL INCLUDE ALL LOAD RATING COMPUTATIONS IN THE DESIGN CALCULATION SUBMITTAL.
- CONTRACTOR SHALL SUBSTITUTE POST-STAINING OF CONCRETE FOR INTEGRAL COLORING OF CONCRETE, USED IN ITEM 555.12010001.
- PRECAST SHALL BE DESIGNED ASSUMING UNDRAINED CONDITIONS. NO W/EP HOLES TO BE PERMITTED IN REINFORCED CONCRETE SPAN UNITS.

**STREAM PROTECTION NOTES:**

- 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. THE CONTRACTOR SHALL NOT RETURN DIRECTLY TO A STREAM ANY WATER WHICH HAS BEEN USED FOR WASH PURPOSES OR OTHER SIMILAR OPERATIONS WHICH CAUSE THIS WATER TO BECOME POLLUTED WITH SAND, SILT, CEMENT, OIL, OR OTHER IMPURITIES. IF THE CONTRACTOR SHALL CONSTRUCT AN INTAKE OR TEMPORARY DAM REQUIRED TO PROTECT AND MAINTAIN WATER RIGHTS AND TO SUSTAIN FISH LIFE DOWNSTREAM.

**PERMITS NOTES:**

- INFORMATION ON ALL REQUESTED PERMITS ARE CONTAINED IN THE CONTRACT PROPOSAL BOOK.

AFFIX SEAL - GREENMAN - PEDERSEN, INC  
ON: DECEMBER 2, 2013

ALTERED BY:  
ON:



AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	TOWN OF TICOMDEROGA					D033490
	COUNTY: ESSEX      DATE: DECEMBER 2013					DRAWING NO. ST-5
					GENERAL NOTES	SHEET NO. 40 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760\_CPB\_GNN-1

PROJECT MANAGER CC

CHECK CC/DT

DRAFTING FC

CHECK JT/WH

DESIGN CC/DT

JOB MANAGER CC/JS

DESIGN SUPERVISOR FM

DATE: START 12/21/2011 FINISH 12/28/2011 SHEET 1 OF 1

**SJB SERVICES, INC.** SUBSURFACE LOG

PROJ. NO. AE-11-030 HOLE NO. B-4 SURF. ELEV. 135.16' G.W. DEPTH See Notes

PROJECT: Proposed Bridge Replacement Elk Drive over LaChute River LOCATION: Town of Ticonderoga Essex County, New York

DEPTH (ft)	SAMPLES	BLOWS ON SAMPLER					REC. (%)	SOIL OR ROCK CLASSIFICATION	NOTES
		12"	6"	12"	12"	N			
0-1.0	1	3	3	3	2	6	1.0	0.3' Topsoil, then FILL: Brown fine to medium SAND, Some coarse Sand, Gravel, trace silt (Moist-Loose)	Borehole located behind abutment at southwest corner of existing bridge.
1.0-1.3	2	1	2	2	3	4	1.3	Brown Sandy SILT, little to Some Slag (Very Moist-Loose)	Driller notes boulder at approximately 6'.
1.3-2.0	3	8	3	2	2	5	2.0	- Similar; Gray-Brown with trace wood and gravel (Moist-Loose)	
2.0-14.9	4	45	soil	-	-	-	0.2	Light Gray Boulder Fragments (Dry)	Augers refused at 14.9', Seat casing at 15.4'. Cored through boulder 15.4' - 16.2' (no recovery). Continue with augers.
14.9-18.0	R1						0.0		
18.0-24.0	5	2	2	6	3	8	0.1	Brown-Gray Silty fine to medium SAND, some Gravel (Poor Recovery; Loose-Saturated)	Driller reports hard augering at 23.3' and practical refusal at 23.9'. Seat casing at 24.0'.
24.0-24.3	R2						0.3	Light Gray-White Quartzose SANDSTONE, very hard, lightly weathered, fractured	Core Run #2: 24.0' - 24.3' REC. = 100% RQD = 0% Core bit damaged and blocked from further advancement at 24.3' (metal object in borehole?).
24.3-31.5									Water level at 3.0' morning of 12/28 with augers at 23.0' (water introduced into borehole previous day to core through boulder).

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW CLASSIFICATION: Visual by Geotechnical Engineer  
 DRILLER: R. Ciocaneli DRILL RIG TYPE: CME-550X  
 METHOD OF INVESTIGATION 4.25" I.D. Hollow Stem Augers, 3" Flush Joint Casing, NQ Core  
 All recovered samples will be retained for approximately sixty (60) days, at which time the samples will be destroyed unless directed otherwise.

DATE: START 1/3/2012 FINISH 1/3/2012 SHEET 1 OF 1

**SJB SERVICES, INC.** SUBSURFACE LOG

PROJ. NO. AE-11-030 HOLE NO. B-1A SURF. ELEV. 131.09' G.W. DEPTH See Notes


PROJECT: Proposed Bridge Replacement Elk Drive over LaChute River LOCATION: Town of Ticonderoga Essex County, New York

DEPTH (ft)	SAMPLES	BLOWS ON SAMPLER					REC. (%)	SOIL OR ROCK CLASSIFICATION	NOTES
		12"	6"	12"	12"	N			
0-1.2	1	5	6	4	3	10	1.2	0.4' Topsoil, then FILL: Dark Brown-Brown fine to medium SAND, little to Some Silt, Slag, Clinders (Damp-Loose)	Borehole located approximately 20' west of B-1.
1.2-9.0	2	5	4	4	5	8	1.0	- Similar; with Seam Greenish-Gray Clayey Silt; trace porcelain and brick (Moist-Loose)	Water level at 10.0' in augers upon completion of spoon sampling and prior to coring. Water level at 3.1' upon completion of coring.
9.0-14.0	3	6	6	4	5	8	1.2	Brown-Gray fine to medium SAND, little gravel (Saturated-Loose)	
14.0-15.0	4	3	3	3	3	6	1.5	Gray Varved Clayey SILT (Wet-Medium)	Pt <0.5 tcf
15.0-21.0	5	2	6	soil	-	-	1.0	Gray SILT and CLAY (Moist)	Pt = 1.1, 0.6, 0.8 tcf Seat casing at 21.1', Rollerbit to 21.5'. Core Run #1: 21.5' - 26.5' REC. = 40% RQD = 13%
21.0-26.5	R1						2.0	Light Gray-White quartzose SANDSTONE, very hard, lightly weathered, thin bedded to bedded, occasional fractures, (heavily fractured/broken seam noted at approximately 26.5').	Core Run #2: 26.5' - 27.0' REC. = 100%+ RQD = 100%+
26.5-27.0	R2						3.0		Core Run #3: 27.0' - 31.5' REC. = 100%+ RQD = 78%
27.0-31.5	R3						5.0		3.0' of core left in hole after Run #1 was recovered over the course of the following two runs.

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW CLASSIFICATION: Visual by Geotechnical Engineer  
 DRILLER: T. Farrell DRILL RIG TYPE: CME-550X  
 METHOD OF INVESTIGATION 4.25" I.D. Hollow Stem Augers, 3" Flush Joint Casing, 2-15/16" Rollerbit, NQ Core  
 All recovered samples will be retained for approximately sixty (60) days, at which time the samples will be destroyed unless directed otherwise.

AFFIX SEAL: GREENMAN - PEDERSEN, INC. ON: DECEMBER 2, 2013

ALTERED BY: ON:



**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	TOWN OF TICONDEROGA				BORING LOGS-1	DRAWING NO. ST-6
	COUNTY: ESSEX	DATE: DECEMBER 2013				SHEET NO. 41 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPB.TBL.BOR-1

PROJECT MANAGER EC  
 CHECK CC/DT  
 DRAFTING EC  
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 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM

DATE: 12/29/2011 START: 12/29/2011 FINISH: 12/30/2011 SHEET 1 OF 1	<b>SJB SERVICES, INC.</b> SUBSURFACE LOG 	PROJ. NO. AE-11-030 HOLE NO. B-2 SURF. ELEV. 131.84' G.W. DEPTH See Notes																																																																																																																																										
PROJECT: Proposed Bridge Replacement Elk Drive over LaChute River		LOCATION: Town of Ticonderoga Essex County, New York																																																																																																																																										
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AFFIX SEAL: GREENMAN - PEDERSEN, INC. ON: DECEMBER 2, 2013

ALTERED BY: ON:

**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX DATE: DECEMBER 2013	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490 DRAWING NO. ST-7 SHEET NO. 42 OF 75
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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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPB.TBL.BOR-2

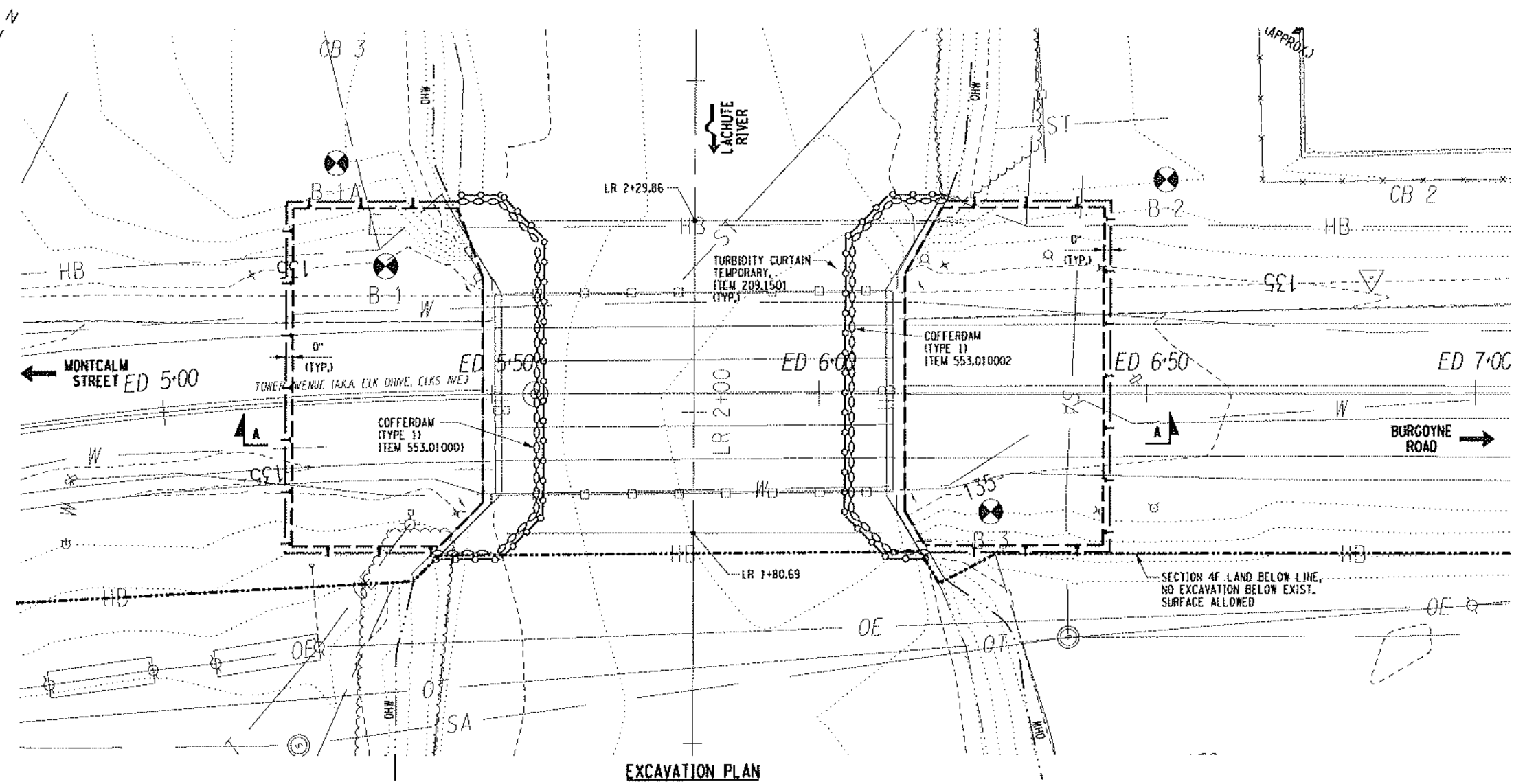
PROJECT MANAGER CC  
 CHECK CC/PT  
 DRAFTING EC  
 CHECK JT/NH  
 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM

**LEGEND**

- EXISTING GROUND SURFACE
- LEDGER ROCK
- SELECT STRUCTURE FILL (ITEM 203.21) COMPACTED TO 95% OF STANDARD PROCTOR MAXIMUM DENSITY
- BACKFILL WITH EMBANKMENT-IN-PLACE, ITEM 203.03
- STONE FILLING (MEDIUM), ITEM 620.04
- REMOVAL OF SUBSTRUCTURES, ITEM 202.19
- AREA ENCLOSED WITHIN THESE LIMITS DESIGNATES PAYMENT LINES FOR STRUCTURE EXCAVATION, ITEM 206.01
- DESIGNATES PAYMENT LINES TEMPORARY STEEL SHEETING, ITEM 552.13
- TURBIDITY CURTAIN-TEMPORARY, ITEM 209.1501
- COFFERDAM (TYPE 1), ITEM 553.010001 OR ITEM 553.010002

**NOTES:**

1. ALL ITEMS IN LEGEND ARE INCLUDED IN BRIDGE ESTIMATE, EXCEPT AS NOTED.
2. PROPOSED STRUCTURE NOT SHOWN FOR CLARITY.
3. FOR SECTION A-A, SEE DWG. NO. ST-10.
4. FOR TEMPORARY SHEETING SECTION AND OFFSETS, SEE DWG. NO. ST-11.



**EXCAVATION PLAN**

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 ON:

**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

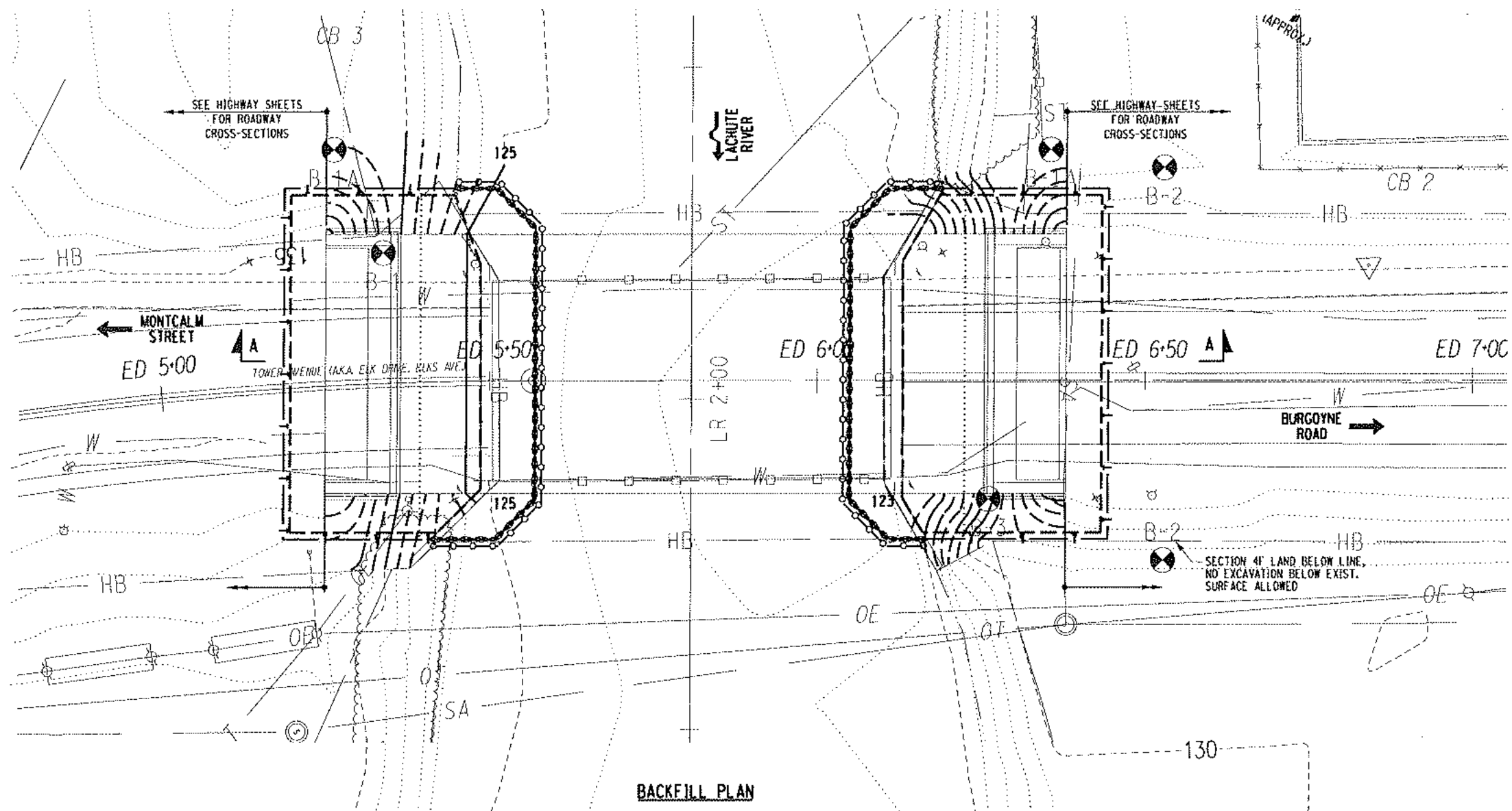
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX      DATE: DECEMBER 2013	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490 DRAWING NO. ST-8 SHEET NO. 43 OF 75
EXCAVATION PLAN						



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NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760\_CPB\_ERW\_PLN

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/WH  
 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM



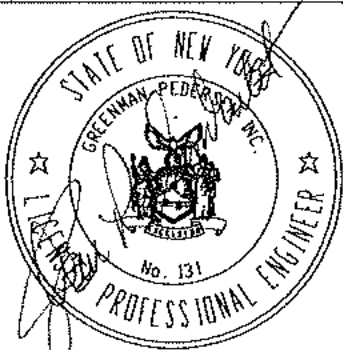
**NOTES:**

1. FOR LEGEND, SEE DWG. NO. ST-8.
2. FOR SECTION A-A, SEE DWG. NO. ST-10.
3. FOR STONE FILL LIMITS, SEE DWG. NO. ST-3.

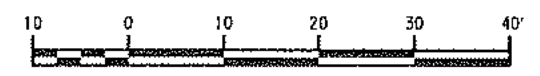
**BACKFILL PLAN**

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 ON:



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 CONSULTING ENGINEERS



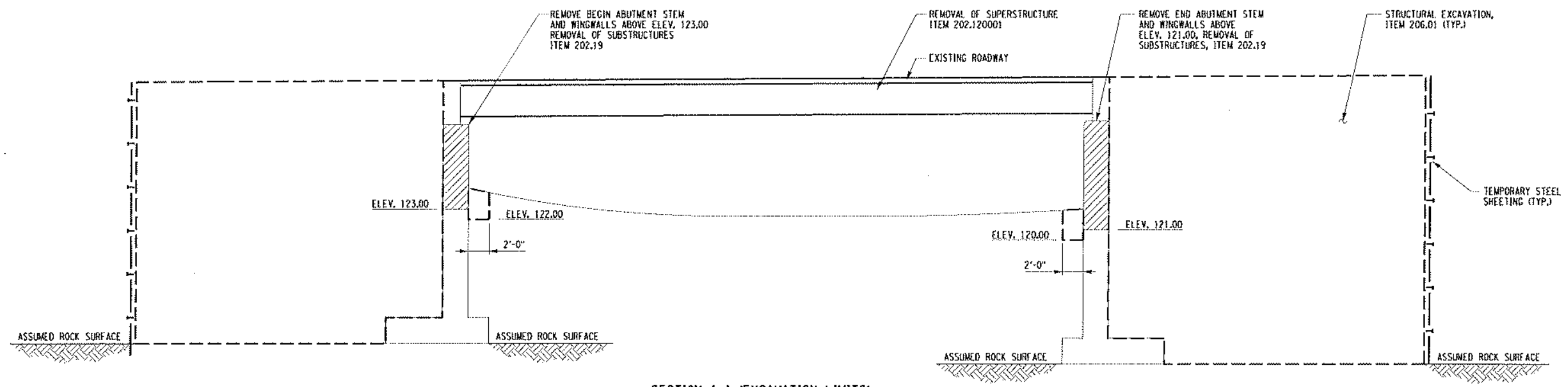
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	TOWN OF TICONDEROGA				BACKFILL PLAN	DRAWING NO. ST-9
	COUNTY: ESSEX	DATE: DECEMBER 2013				SHEET NO. 44 OF 75

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.

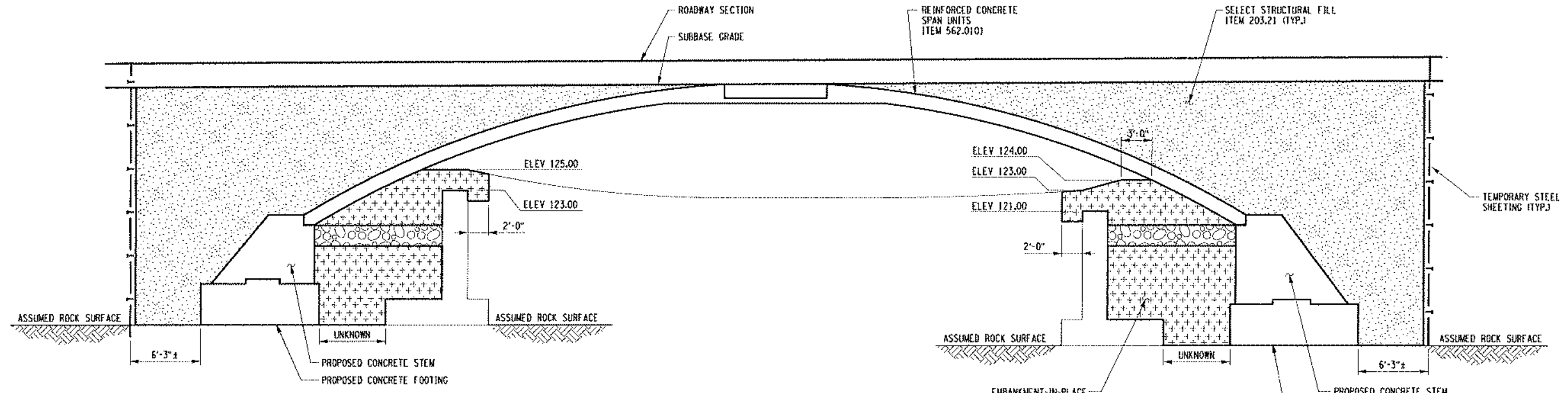
NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPB.ERN.PLN.P



PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/WH  
 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM



**SECTION A-A (EXCAVATION LIMITS)**  
SCALE: NONE

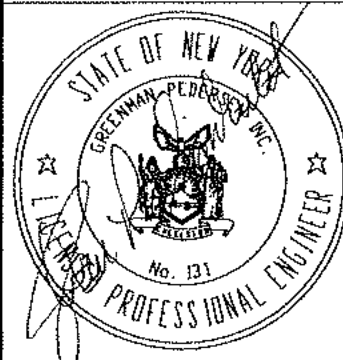


**SECTION A-A (BACKFILL LIMITS)**  
SCALE: NONE

- NOTES:**
- FOR LEGEND, SEE DWG. NO. ST-8.
  - FOR SECTION A-A, SEE DWG. NO. ST-8 & ST-9.

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
ON: DECEMBER 2, 2013

ALTERED BY: ON:  
ON:



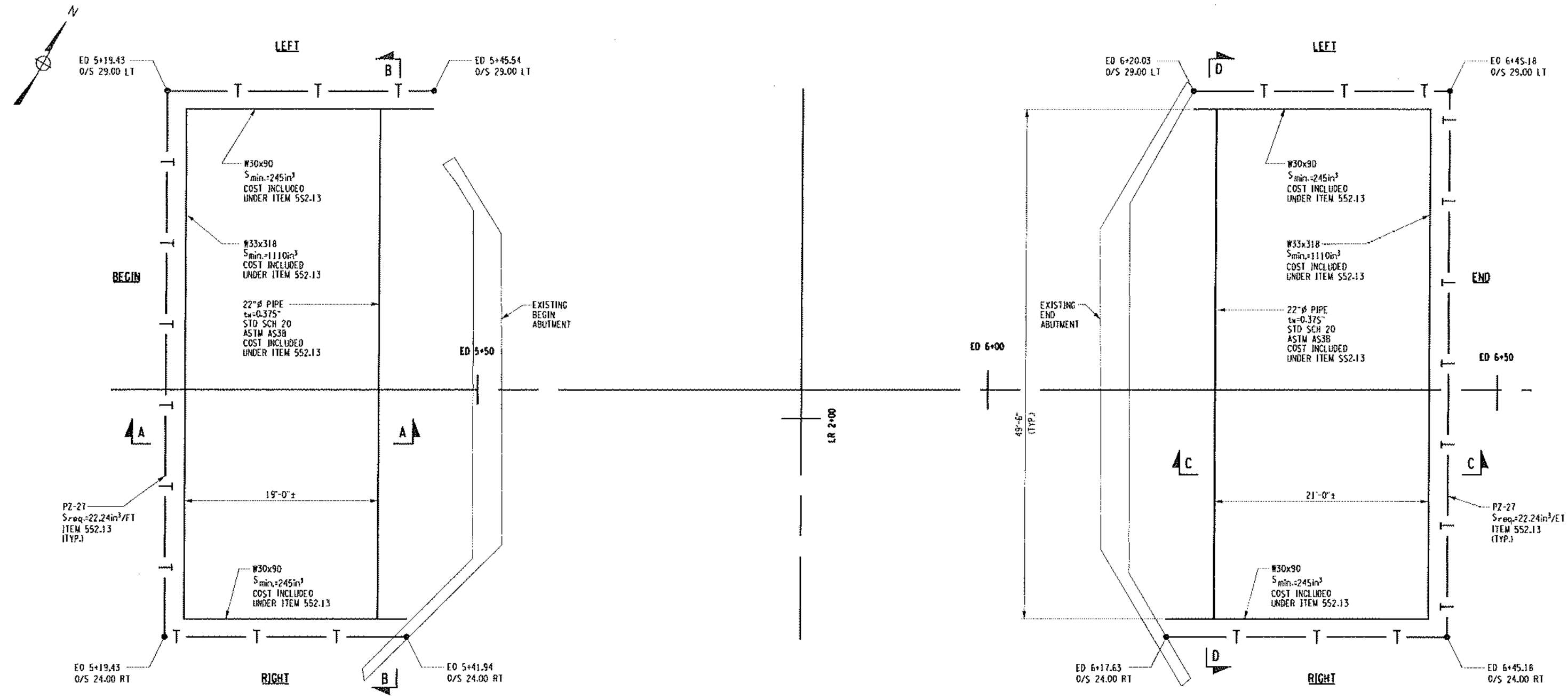
**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACRUTE RIVER	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER 0033490
	TOWN OF TICONDEROGA					DRAWING NO. ST-10
	COUNTY: ESSEX	DATE: DECEMBER 2013			EXCAVATION & BACKFILL SECTIONS	SHEET NO. 45 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPB.ERN.SEC-3

PROJECT MANAGER CC  
 CHECK CC/DI  
 DRAFTING FC  
 CHECK JT/MR  
 DESIGN CC/DI  
 JOB MANAGER CC/JIS  
 DESIGN SUPERVISOR FM



- NOTES:**
- CONTRACTOR SHALL SUBMIT THEIR DESIGNED EXCAVATION SHORING SYSTEM FOR REVIEW AND APPROVAL INCLUDING SCHEMATIC AND CALCULATIONS. ALLOW 14 CALENDAR DAYS FOR REVIEW.
  - CONNECTIONS OF BRACING ELEMENTS SHOWN NOT PART OF THESE PLANS. IF CONTRACTOR ELECTS TO USE ELEMENTS SHOWN, CONTRACTOR SHALL SUBMIT CONNECTION DETAILS BASED ON THEIR METHOD OF ATTACHMENT.
  - ALL 4 LEVELS OF BRACING IDENTICAL IN ELEMENTS USED.
  - FOR SECTIONS A-A & B-B. SEE DWG. NO. ST-12.
  - FOR SECTIONS C-C & D-D. SEE DWG. NO. ST-13.
  - BRACING POSITIVELY ATTACHED TO WALES. WALES POSITIVELY ATTACHED TO SHEETING, NOT SHOWN FOR CLARITY.

AFFIX SEAL: GREENMAN - PEDERSEN, INC. DECEMBER 2, 2013

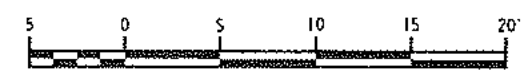
ALTERED BY: ON: \_\_\_\_\_

**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

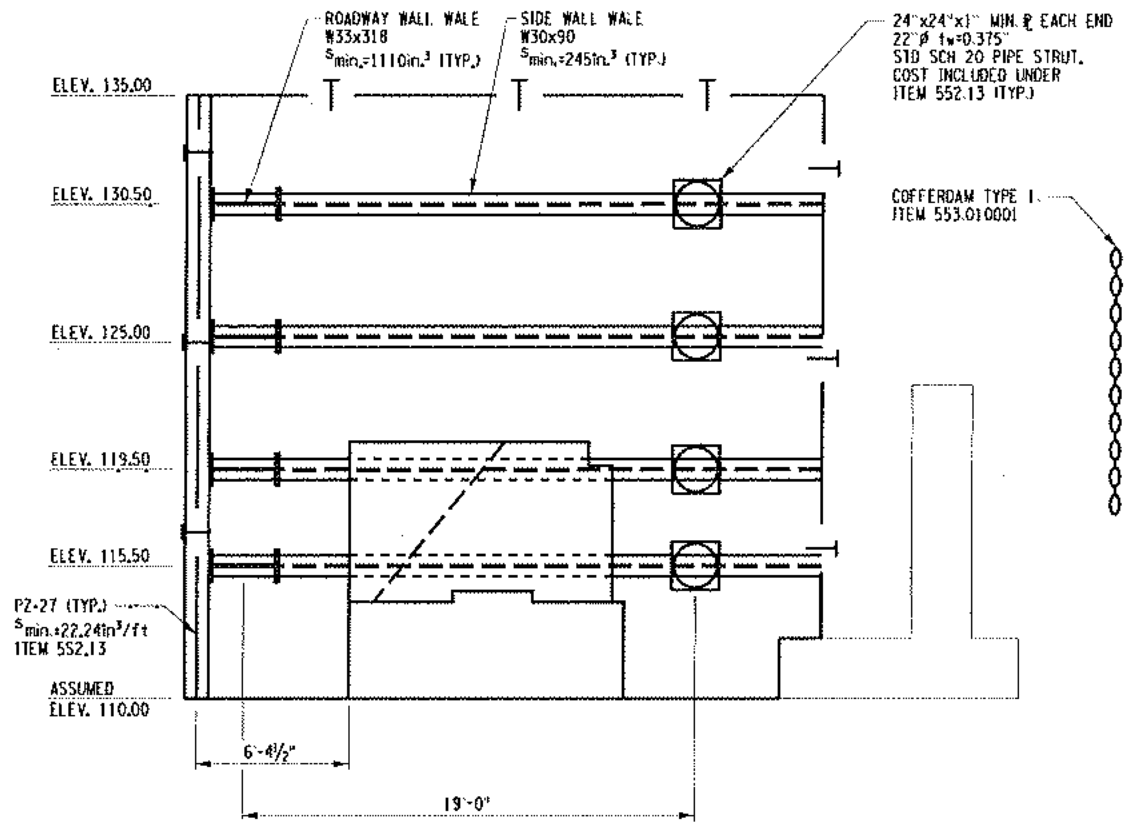
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	OVER THE LACHUTE RIVER				TEMPORARY EXCAVATION SHORING SCHEMATIC PLAN	DRAWING NO. ST-11 SHEET NO. 46 OF 75
	TOWN OF TICONDEROGA					
	COUNTY: ESSEX	DATE: DECEMBER 2013				

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.

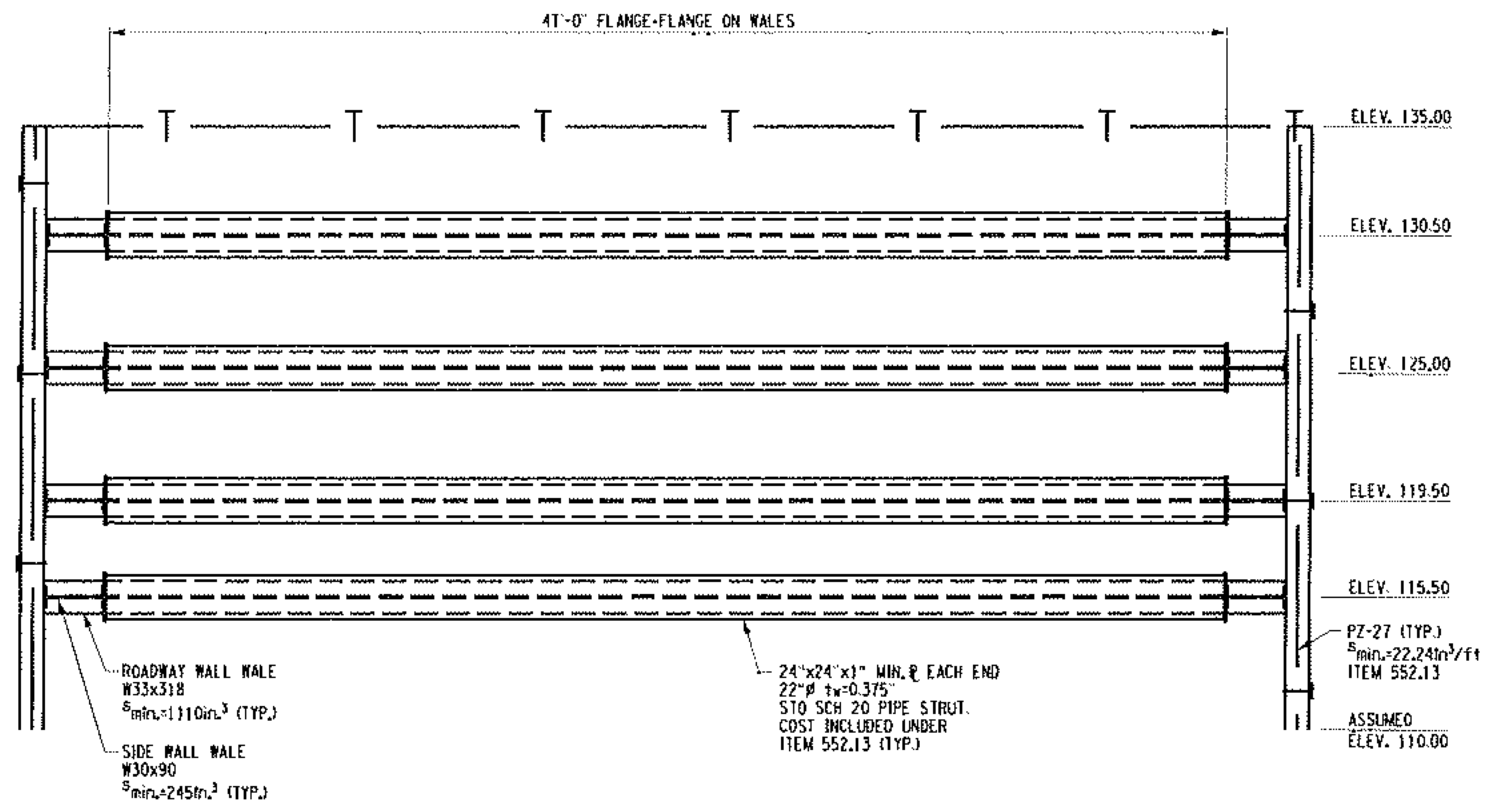
NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPB\_ERW\_BRC\_PLN



PROJECT MANAGER EC  
 CHECK CC/DI  
 DRAFTING FC  
 CHECK JT/WH  
 DESIGN CC/DI  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR EM



**SECTION A-A**  
SCALE: 1/8"=1'-0"



**SECTION B-B**  
SCALE: 1/8"=1'-0"

**NOTES:**

1. FOR SECTION A-A & B-B, SEE DWG. NO. ST-11.
2. WALES PAID FOR UNDER ITEM 552.13.
3. FOR LEGENDS, SEE DWG. NO. ST-8.

THE FOLLOWING INFORMATION WAS USED IN THE DESIGN OF THE BRACED STEEL SHEETING.

LOCATION	ELEVATION (FEET)	UNIT WEIGHT (LBS/FT)	FRICTION ANGLE (DEGREES)	COHESION (LBS/FT²)	WALL FRICTION (DEGREES)
BEGIN ABUTMENT	OGS-117	125	31	0	0
	117-110	115	29	0	0
END ABUTMENT	OGS-118	125	31	0	0
	118-108	115	29	0	0

- A. DIVIDE THE PASSIVE EARTH PRESSURE COEFFICIENT ( $K_p$ ) BY (1.25)/(1.50).
- B. GROUNDWATER IS ASSUMED AT ELEVATION 121 FEET
- C. A SURCHARGE LOAD OF 250 POUNDS PER SQUARE FOOT IS ASSUMED AT THE TOP OF THE WALL.

AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
ON: DECEMBER 2, 2013

ALTERED BY:  
ON:

**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE OVER THE LACHUTE RIVER	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN ET UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	TOWN OF TICONDEROGA				TEMPORARY EXCAVATION SHORING SECTION-1	DRAWING NO. ST-12
	COUNTY: ESSEX	DATE: DECEMBER 2013				SHEET NO. 47 OF 75

PROJECT MANAGER CC

CHECK CC/DI

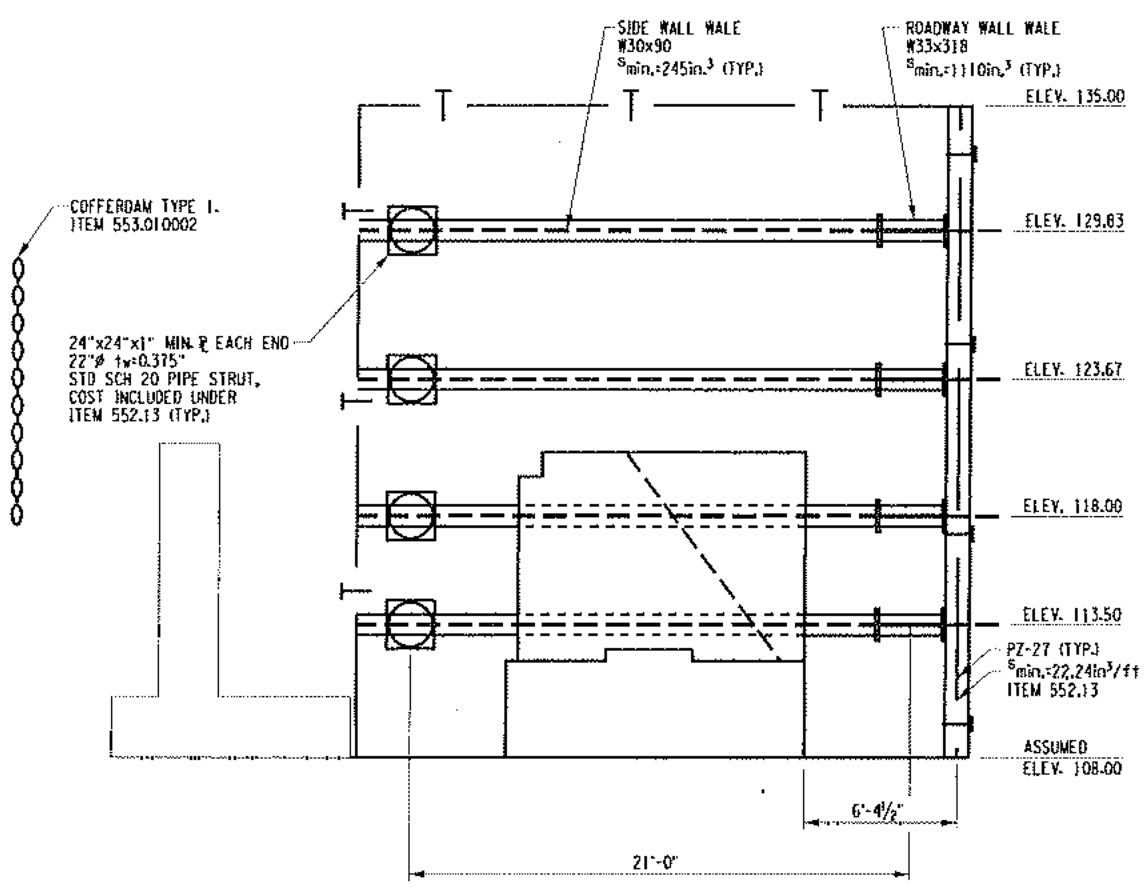
DRAFTING FC

CHECK JT/MH

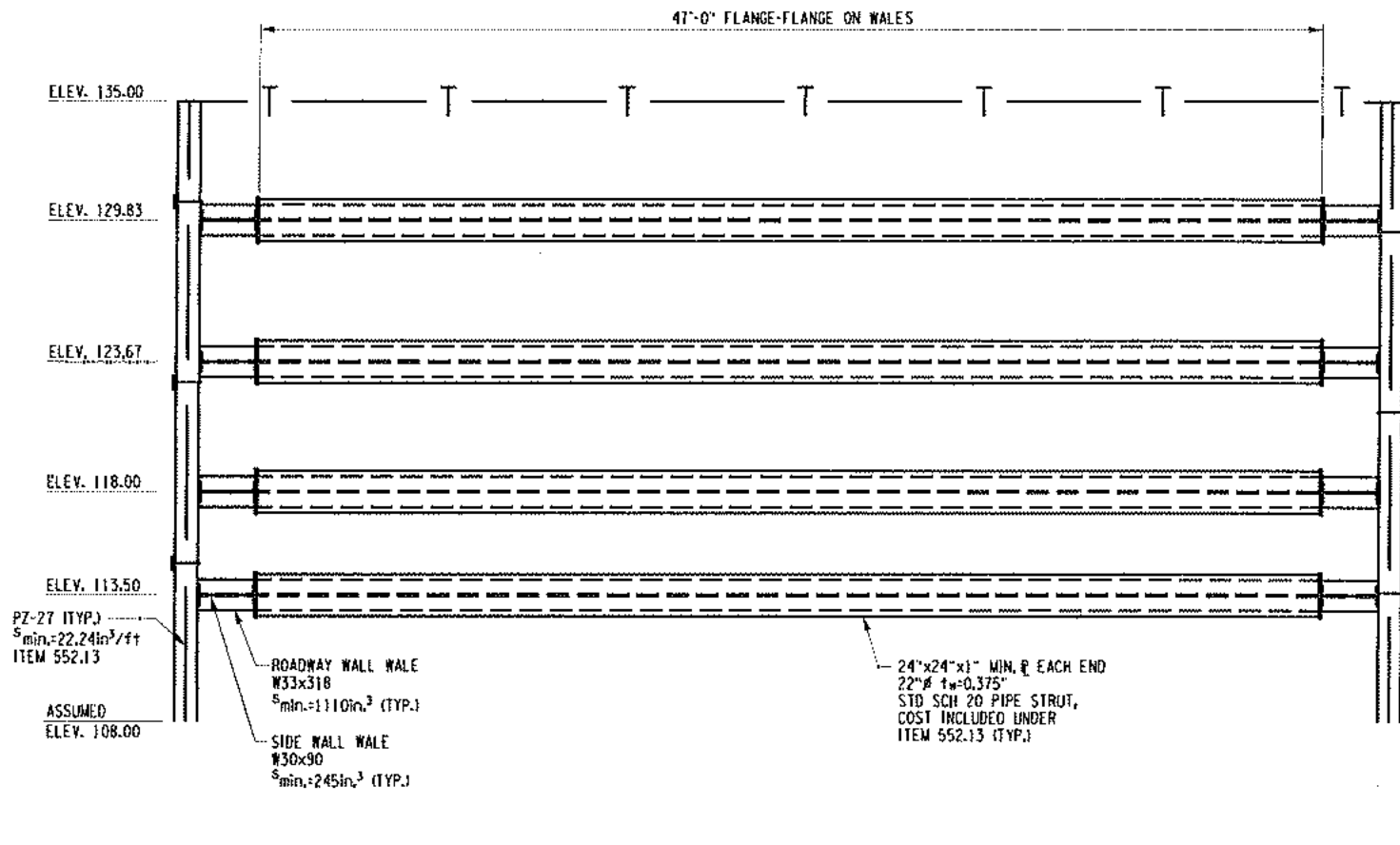
DESIGN CC/DI

JOB MANAGER CC/JJS

DESIGN SUPERVISOR FM



**SECTION C-C**  
SCALE: 1/8"=1'-0"



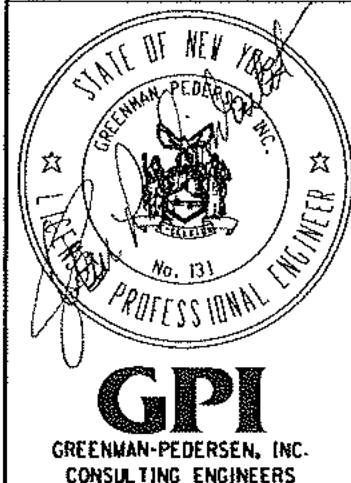
**SECTION D-D**  
SCALE: 1/8"=1'-0"

**NOTES:**

1. FOR SECTION C-C & D-D. SEE DWG. NO. ST-11.
2. WALES PAID FOR UNDER ITEM 552.13.
3. FOR LEGENDS. SEE DWG. NO. ST-B.

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
ON: DECEMBER 2, 2013

ALTERED BY:  
ON:



AS-BUILT REVISIONS  
DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE,  
OVER THE LACHUTE RIVER  
TOWN OF TICONDEROGA  
COUNTY: ESSEX DATE: DECEMBER 2013

PIN 1757.60

BRIDGES  
3-30252-0

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

CONTRACT NUMBER

D033490

TEMPORARY EXCAVATION SHORING  
SECTION-2

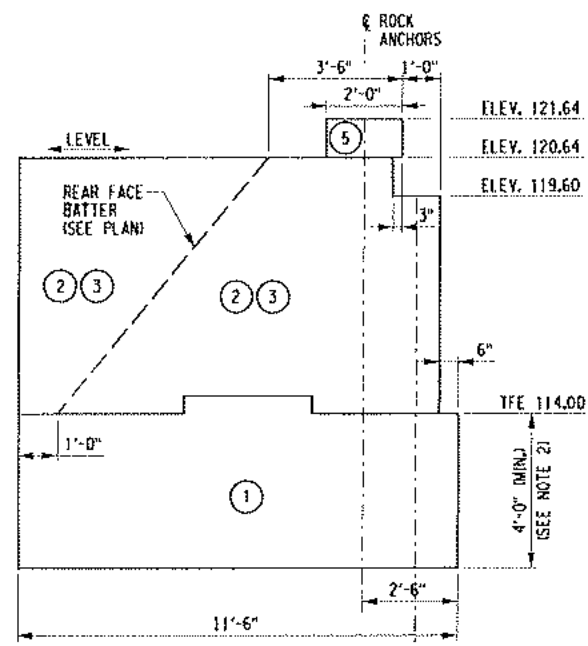
DRAWING NO. ST-13

SHEET NO. 48 OF 75

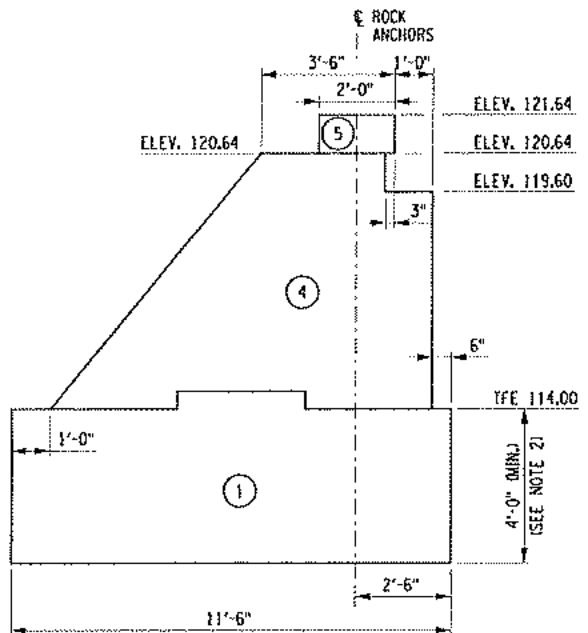
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, 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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPB.ERW\_SEC-2

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/MB  
 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM

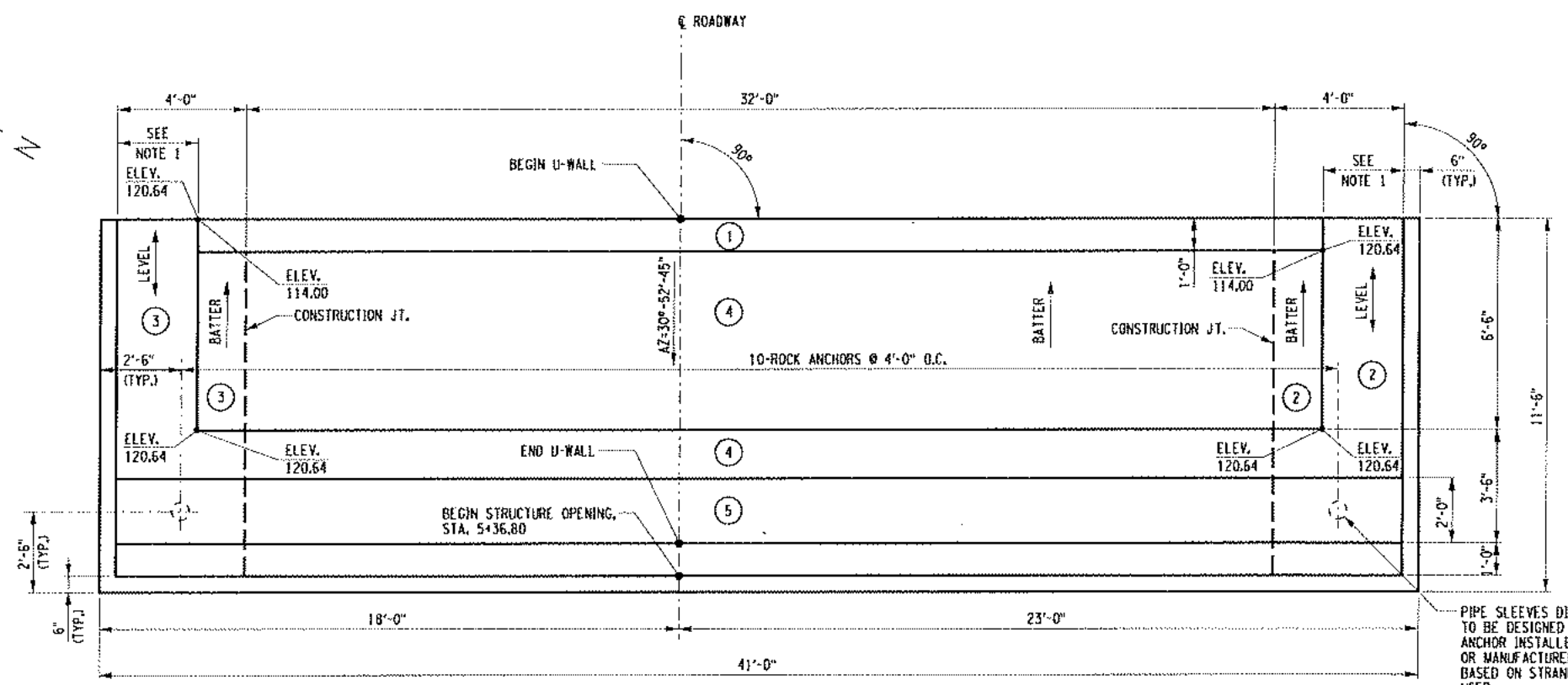
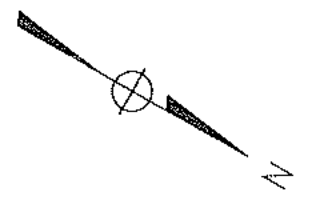


**BEGIN U-WALL ELEVATION**  
 SCALE: 1"=5'

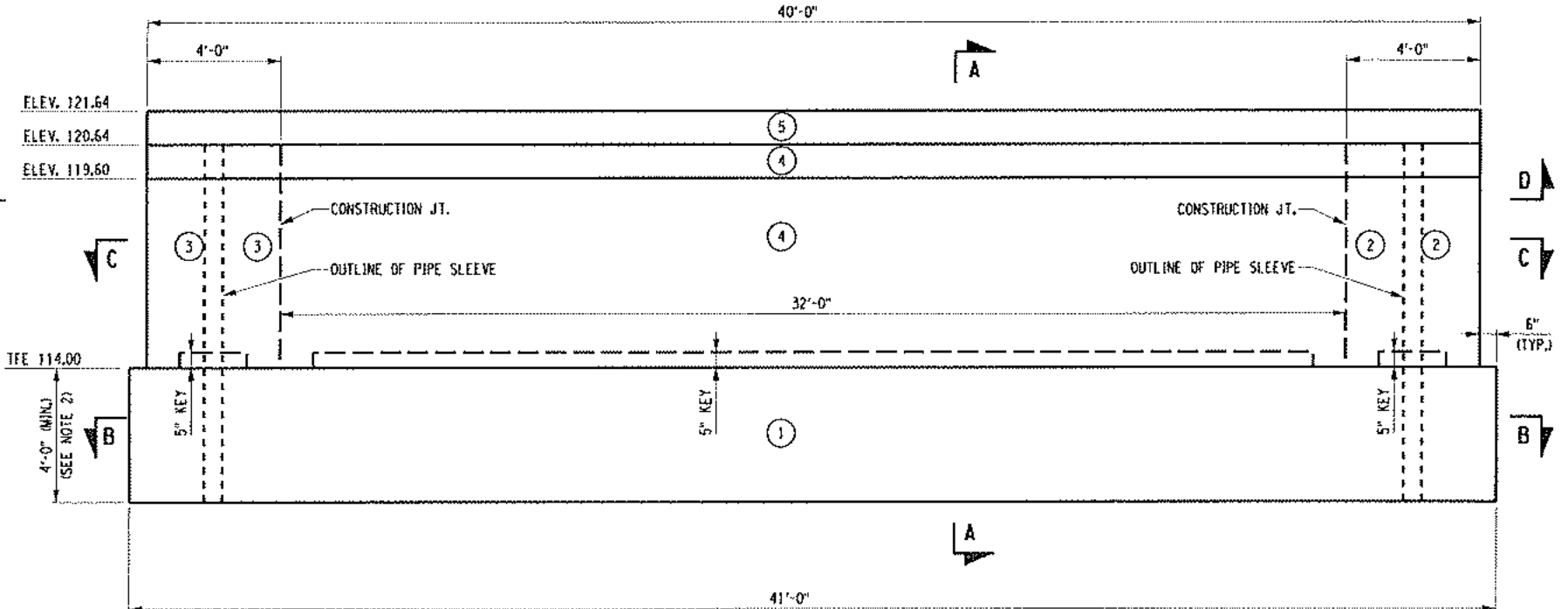


**BEGIN ABUTMENT SECTION**  
 SCALE: 1"=5'

PLACEMENT TABLE			
PLACEMENT	LOCATION	QUANTITY	ITEM
1	FOOTING	69.9 CY	555.08
2	LEFT STEM CORNER (SEE NOTE 1)	8.7 CY	555.09
3	RIGHT STEM CORNER (SEE NOTE 1)	8.7 CY	555.09
4	STEM	55.9 CY	555.09
5	TIEBACK COVER (SEE NOTE 6)	3.0 CY	555.09



**BEGIN ABUTMENT PLAN**  
 SCALE: 1"=5'



**BEGIN ABUTMENT ELEVATION**  
 SCALE: 1"=5'

- NOTES:**
1. 2'-6" ASSUMED FOR BIDDING PURPOSES, CONTRACTOR SHALL ADJUST FOR PRECAST U-WALL REQUIREMENTS BY PRECASTER. QUANTITY SHOWN IS INCLUDED IN ESTIMATE OF QUANTITIES FOR ITEM 555.09, HOWEVER ACTUAL THICKNESS SHALL BE PAID.
  2. EXTEND TO COMPETENT ROCK A.O.B.E.
  3. FOR SECTION A-A, SEE DWG. NO. ST-17.
  4. FOR SECTION B-B, SEE DWG. NO. ST-15.
  5. FOR SECTION C-C AND D-D, SEE DWG. NO. ST-16.
  6. TIEBACK COVER EXTENDS LEVEL TO REAR FACE OF SPAN UNIT

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013  
 ALTERED BY:  
 ON:



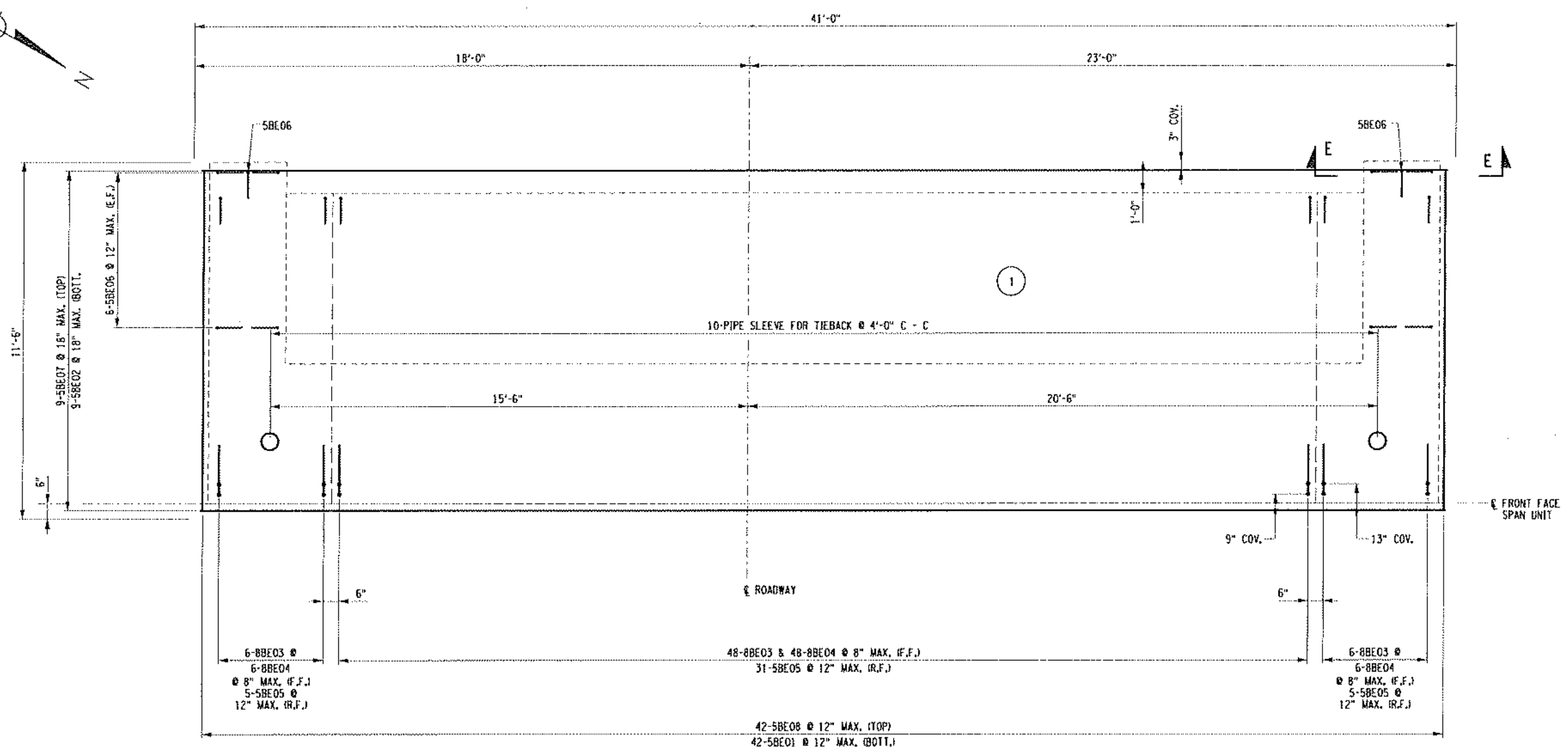
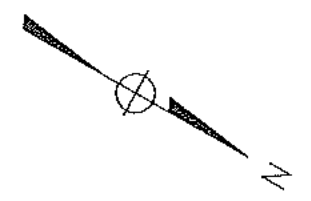
**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
					BEGIN ABUTMENT PLAN & ELEVATION	DRAWING NO. ST-14 SHEET NO. 49 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPB.ABT.PLN.BEG

PROJECT MANAGER CC  
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 DRAFTING FC  
 CHECK JT/WH  
 DESIGN CC/DT  
 JOB MANAGER CC/JJS  
 DESIGN SUPERVISOR FM

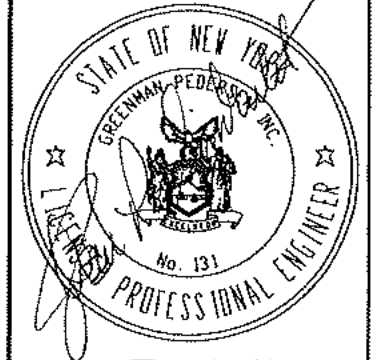


**NOTES:**

1. FOR SECTION B-B, SEE DWG. NO. ST-14.
2. FOR SECTION E-E, SEE DWG. NO. ST-17.

**SECTION B-B**  
 (BEGIN FOOTING PLAN)  
 SCALE: 1/4"=1'-0"

AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
 ON: DECEMBER 2, 2013  
 ALTERED BY:  
 ON:



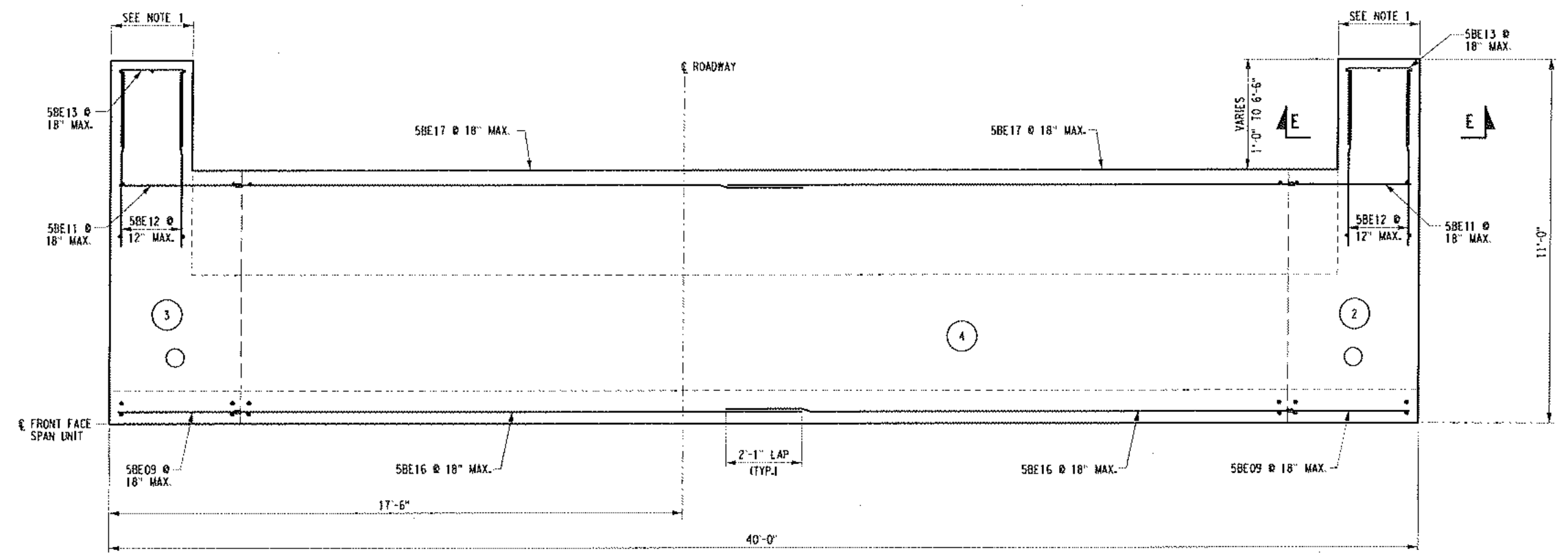
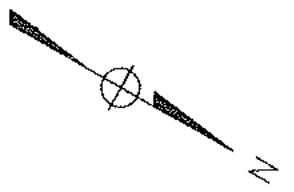
**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	COUNTY: ESSEX	DATE: DECEMBER 2013			BEGIN ABUTMENT REINFORCEMENT PLAN-1	DRAWING NO. ST-15 SHEET NO. 50 OF 75

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.

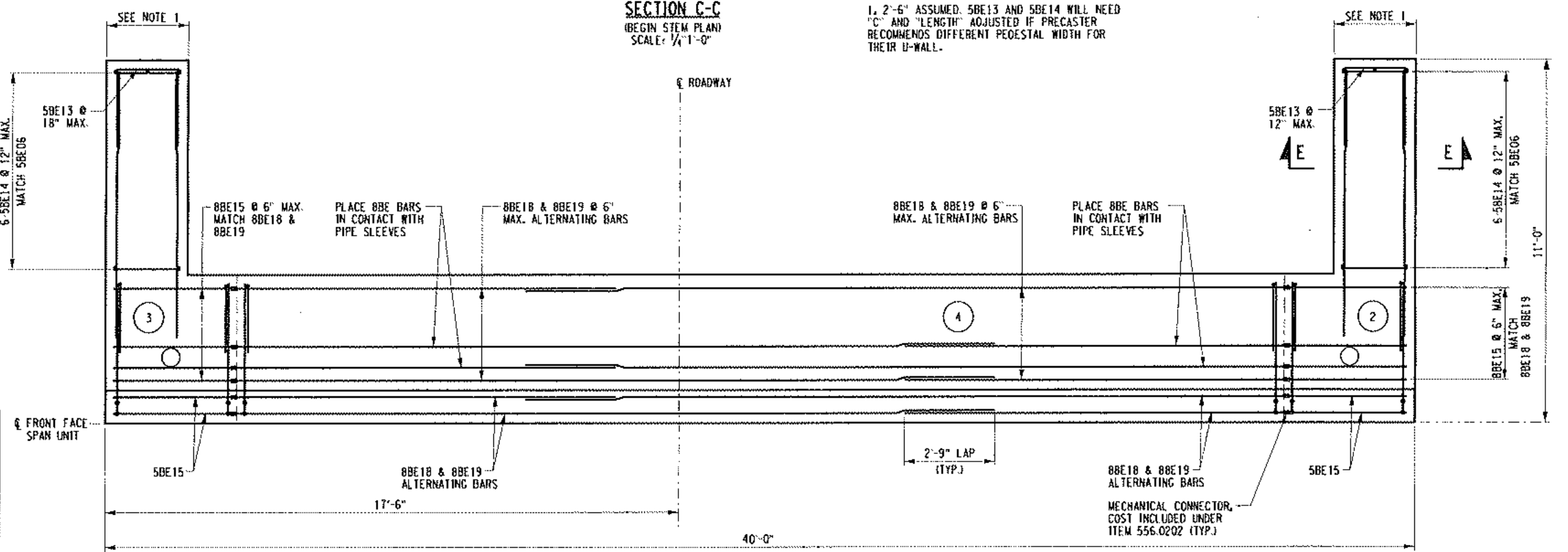
NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
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PROJECT MANAGER CC  
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 CHECK JT/AH  
 DESIGN CC/DT  
 JOB MANAGER CC/JIS  
 DESIGN SUPERVISOR FM



**NOTES:**

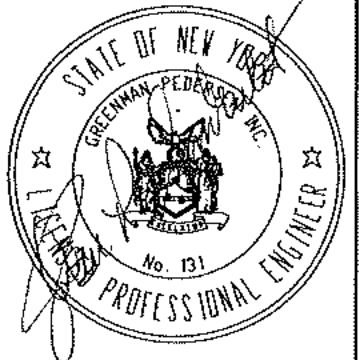
1. 2'-6" ASSUMED. 5BE13 AND 5BE14 WILL NEED "C" AND "LENGTH" ADJUSTED IF PRECASTER RECOMMENDS DIFFERENT PEDESTAL WIDTH FOR THEIR U-WALL.



**NOTES:**

- 1. FOR SECTION C-C AND D-D, SEE DWG. NO. 14
- 2. FOR SECTION E-E, SEE DWG. NO. ST-17.

AFFIX SEAL: GREENMAN - PEDERSEN, INC. ON: DECEMBER 2, 2013  
 ALTERED BY: ON:



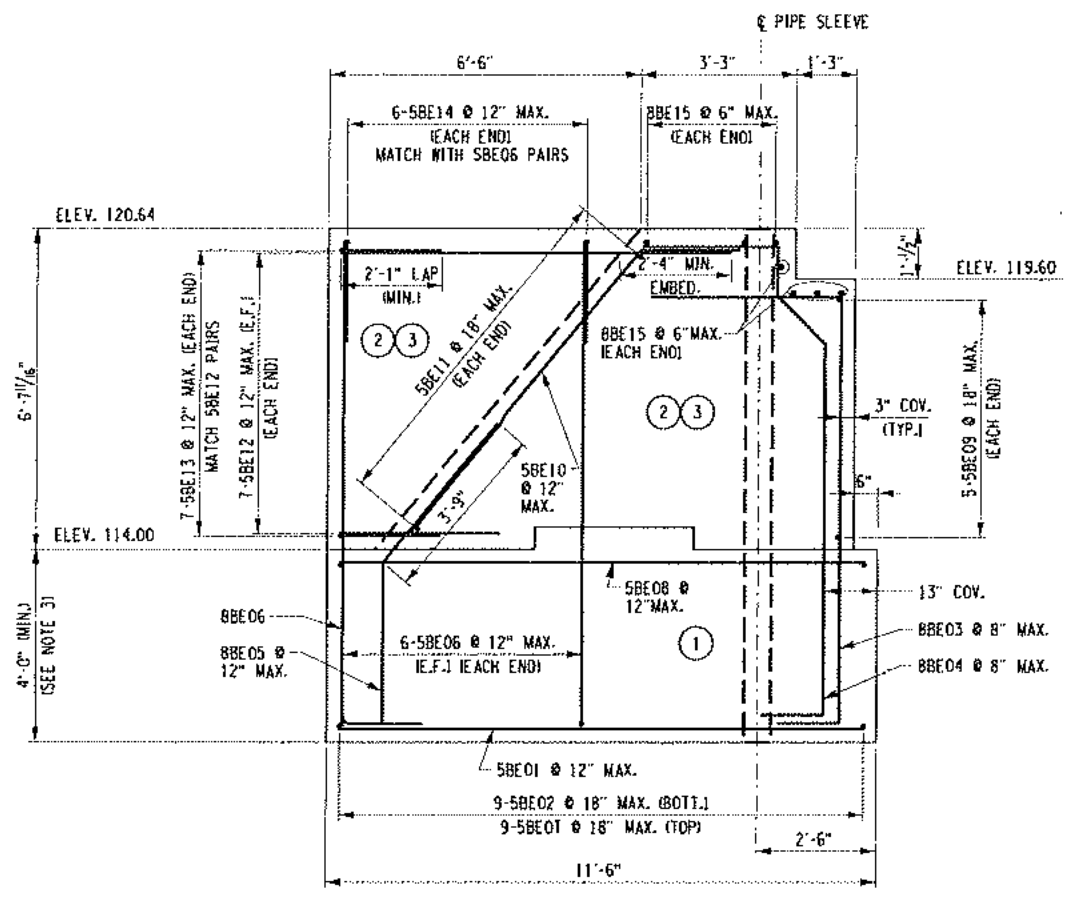
**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	OVER THE LACHUTE RIVER TOWN OF TICONDEROGA				BEGIN ABUTMENT REINFORCEMENT PLAN-2	DRAWING NO. ST-16 SHEET NO. 51 OF 75
	COUNTY: ESSEX	DATE: DECEMBER 2013				

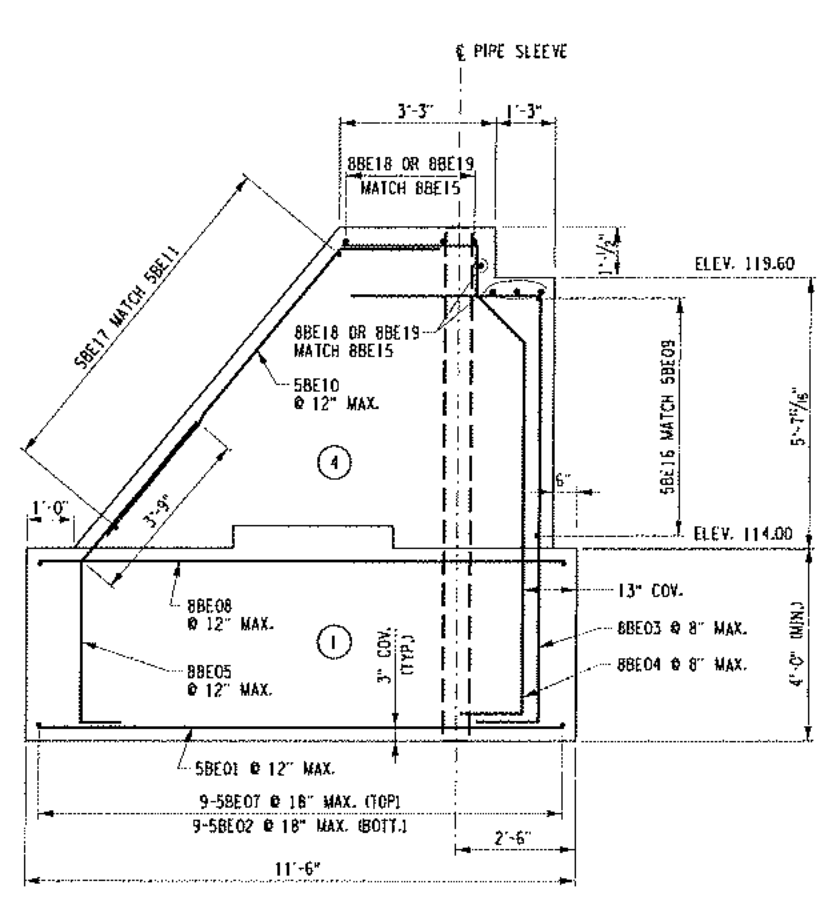
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NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPB\_RNF\_BEG-2

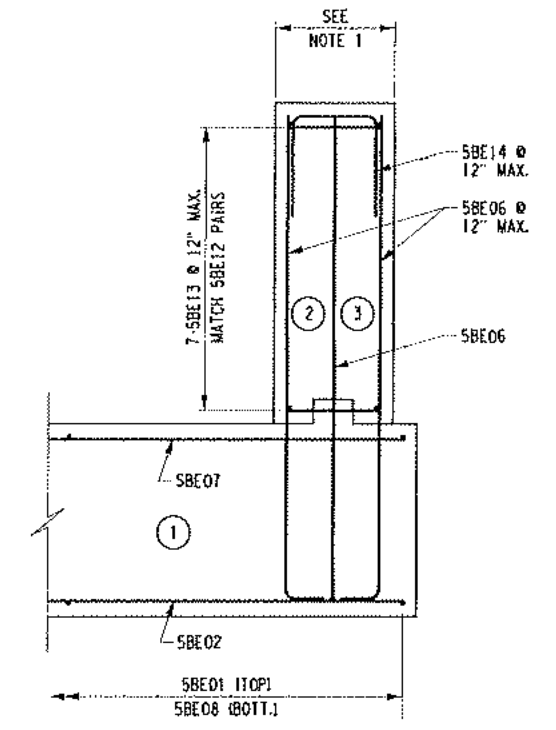
PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING EC  
 CHECK JT/NH  
 DESIGN CC/DT  
 JOB MANAGER CC/JJS  
 DESIGN SUPERVISOR FM



**ELEVATION**  
SCALE: 1/4"=1'-0"



**SECTION A-A**  
SCALE: 1/4"=1'-0"



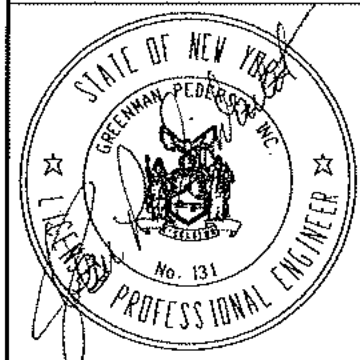
**SECTION E-E**  
SCALE: 1/4"=1'-0"

**NOTES:**

1. 2'-6" ASSUMED FOR BIDDING PURPOSES. CONTRACTOR SHALL ADJUST FOR PRECAST U-WALL REQUIREMENTS BY PRECASTER. QUANTITY SHOWN IS INCLUDED IN ESTIMATE OF QUANTITIES FOR ITEM 555.09, HOWEVER ACTUAL THICKNESS SHALL BE PAID.
2. EXTEND TO COMPETENT ROCK A.O.B.E.
3. FOR SECTION A-A. SEE DRG. NO. ST-14.
4. FOR SECTION E-E. SEE DRG. NO. ST-16.

AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
ON: DECEMBER 2, 2013

ALTERED BY:  
ON:



**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS  
DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE,  
OVER THE LACHUTE RIVER  
TOWN OF TICONDEROGA  
COUNTY: ESSEX DATE: DECEMBER 2013

PIN 1757-60

BRIDGES  
3-30252-0

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

CONTRACT NUMBER

D033490

BEGIN ABUTMENT REINFORCEMENT  
ELEVATION & SECTIONS

DRAWING NO. ST-17

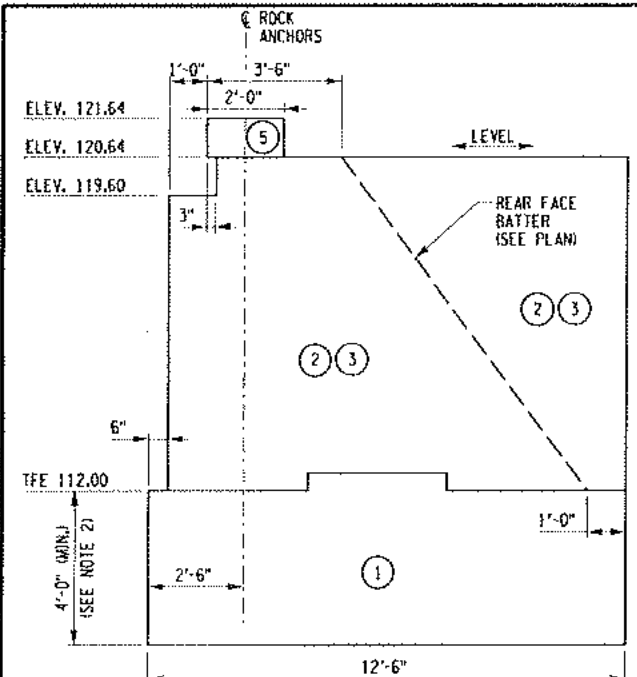
SHEET NO. 52 OF 75

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.

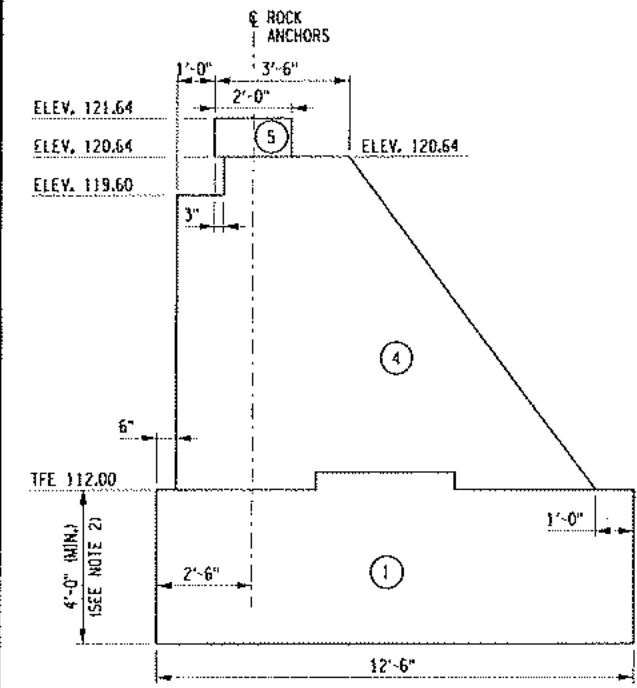
NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPB.ABT.RNF.DTL.BEG



PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/AH  
 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM



**END U-WALL ELEVATION**  
SCALE: 1"=5'

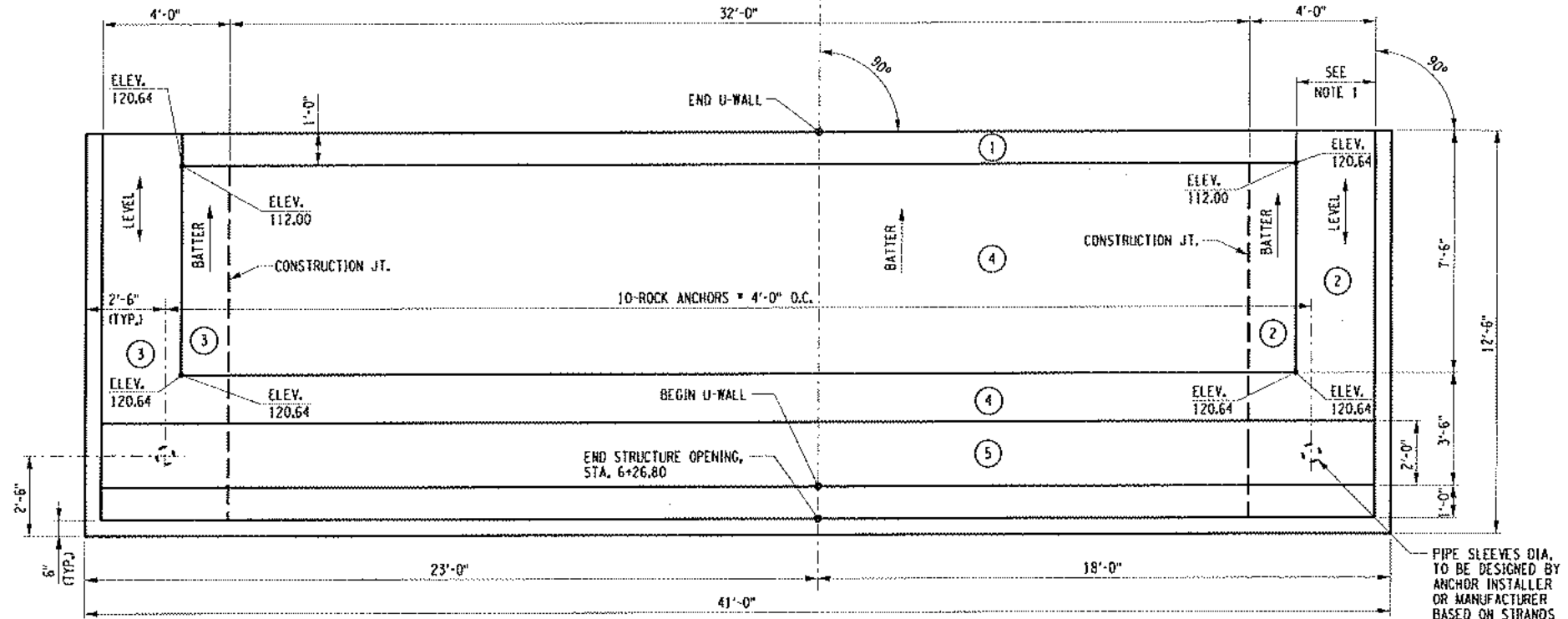


**END ABUTMENT SECTION**  
SCALE: 1"=5'

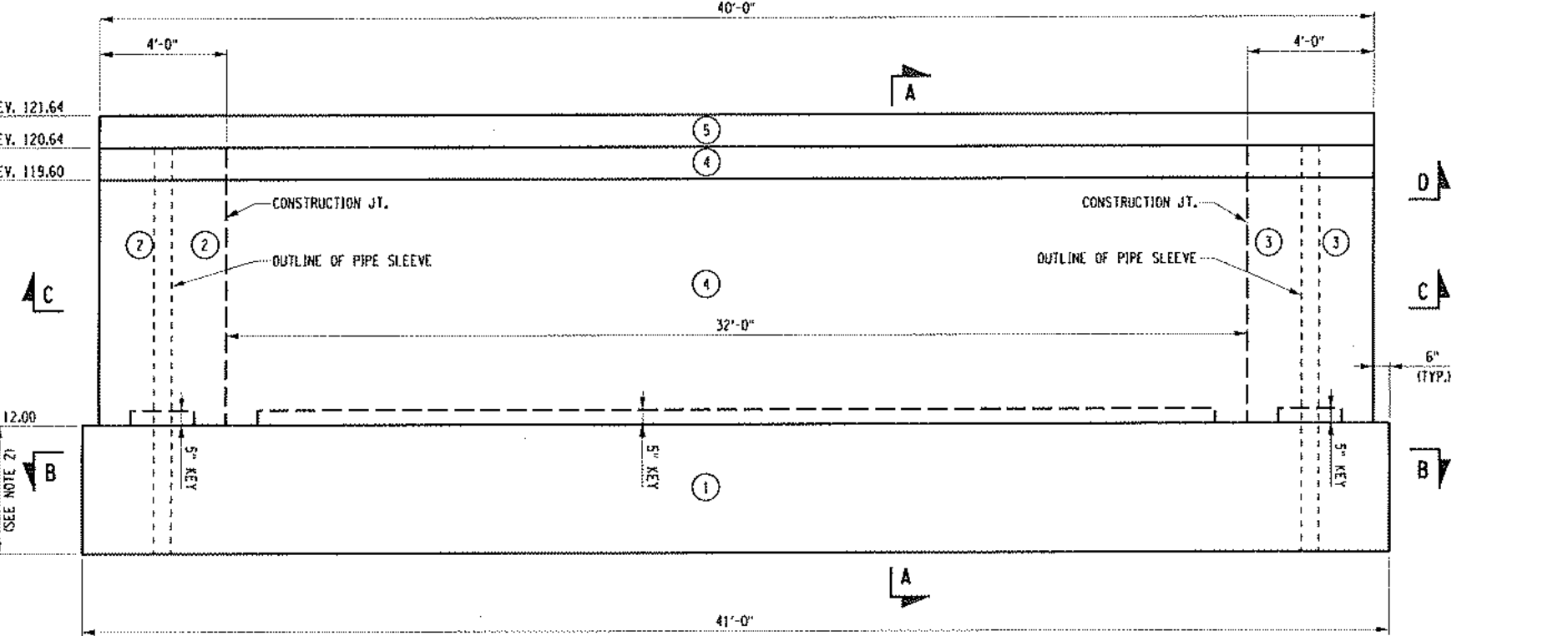
PLACEMENT TABLE			
PLACEMENT	LOCATION	QUANTITY	ITEM
1	FOOTING	75.9 CY	555.08
2	LEFT STEM CORNER (SEE NOTE 1)	12.4 CY	555.09
3	RIGHT STEM CORNER (SEE NOTE 1)	12.4 CY	555.09
4	STEM	78.2 CY	555.09
5	TIEBACK COVER (SEE NOTE 6)	3.0 CY	555.09

**NOTES:**

- 2'-6" ASSUMED FOR BIDDING PURPOSES. CONTRACTOR SHALL ADJUST FOR PRECAST U-WALL REQUIREMENTS BY PRECASTER. QUANTITY SHOWN IS INCLUDED IN ESTIMATE OF QUANTITIES FOR ITEM 555.09, HOWEVER ACTUAL THICKNESS SHALL BE PAID.
- EXTEND TO COMPETENT ROCK A.O.B.E.
- FOR SECTION A-A, SEE DWG. NO. ST-21
- FOR SECTION B-B, SEE DWG. NO. ST-19.
- FOR SECTION C-C AND D-D, SEE DWG. ST-20.
- TIEBACK COVER EXTENDS LEVEL TO REAR FACE OF SPAN UNIT.



**END ABUTMENT PLAN**  
SCALE: 1"=5'



**END ABUTMENT ELEVATION**  
SCALE: 1"=5'

AFFIX SEAL: GREENMAN - PEDERSEN, INC. ON: DECEMBER 2, 2013  
 ALTERED BY: ON:

**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX	PIN 175T.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	DATE: DECEMBER 2013				END ABUTMENT PLAN & ELEVATION	DRAWING NO. ST-18
						SHEET NO. 53 OF 75

PROJECT MANAGER CC

CHECK CC/DT

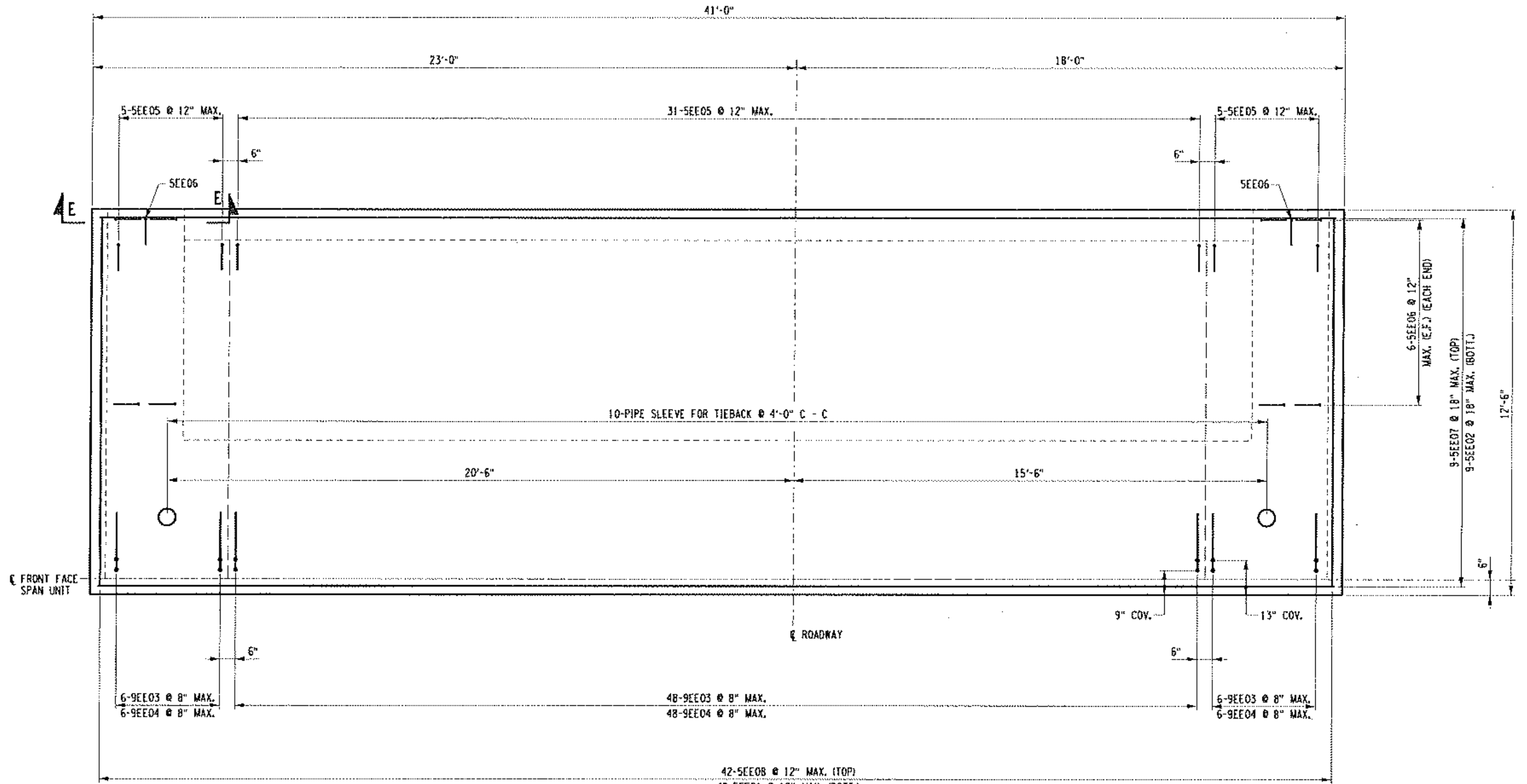
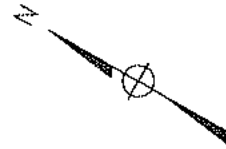
DRAFTING FC

CHECK JT/AH

DESIGN CC/DT

JOB MANAGER CC/JS

DESIGN SUPERVISOR FM



**NOTES:**

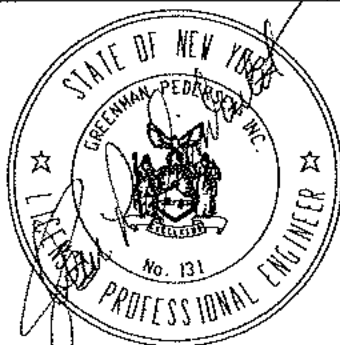
- 1. FOR SECTION B-B, DWG. NO. ST-18
- 2. FOR SECTION E-E, SEE DWG. NO. ST-21.

42-SEE08 # 12" MAX. (TOP)  
 42-SEE01 # 12" MAX. (BOTT.)

**SECTION B-B**  
 (END FOOTING PLAN)  
 SCALE: 1/4"=1'-0"

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 ON:



**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS  
 DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELK DRIVE (TONER AVENUE) BRIDGE,  
 OVER THE LACHUTE RIVER  
 TOWN OF TICONDEROGA  
 COUNTY: ESSEX      DATE: DECEMBER 2013

PIN 1757.60

BRIDGES  
 3-30252-0

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

CONTRACT NUMBER

D033490

DRAWING NO. ST-19

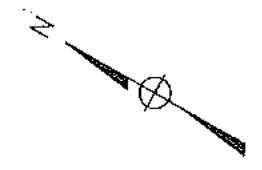
SHEET NO. 54 OF 75

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.

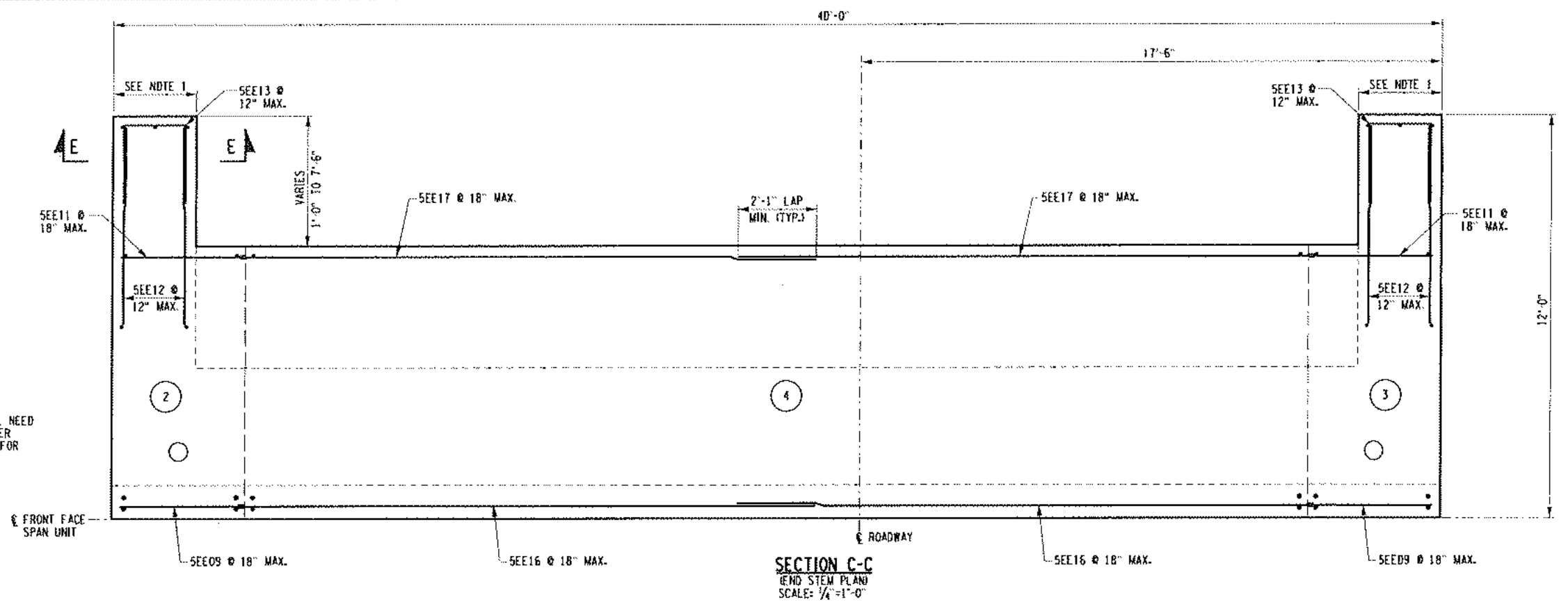
NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1

DOCUMENT NAME: 175760\_CP8\_ABT\_RNF\_END-1

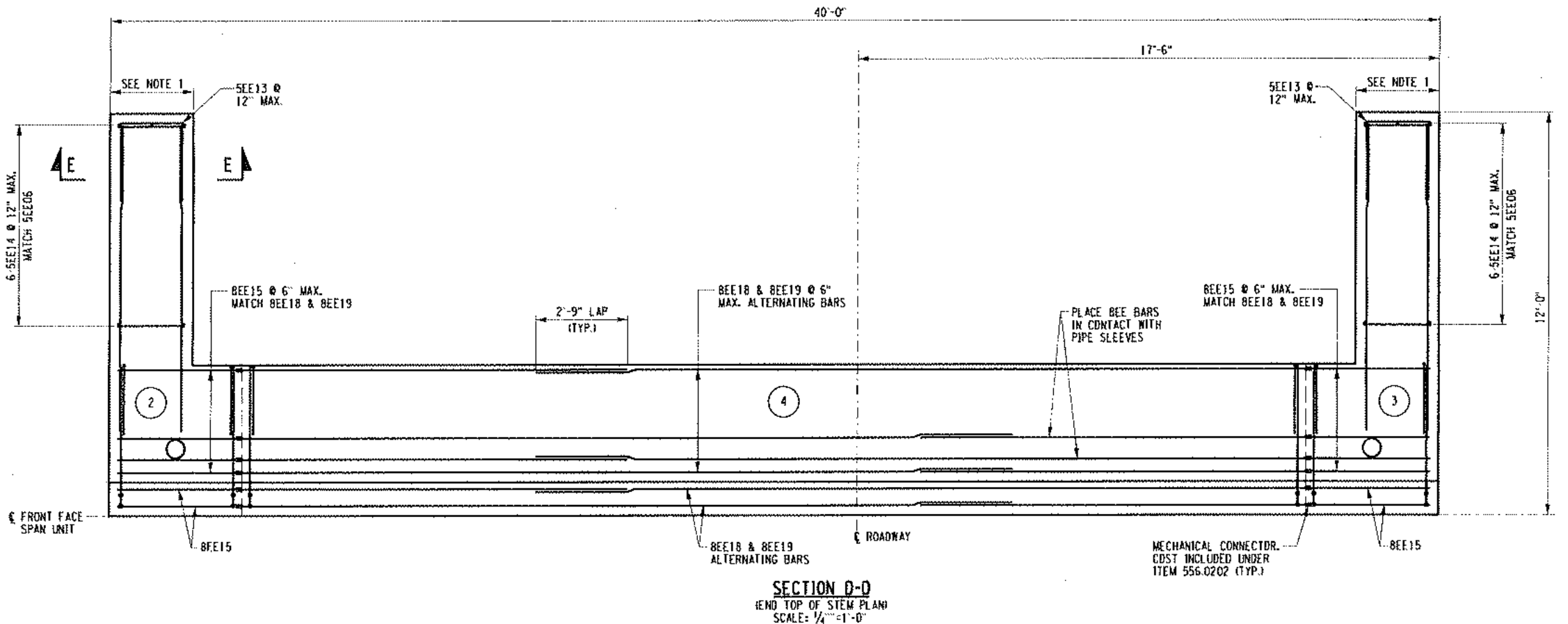
PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/MR  
 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM



**NOTES:**  
 1. 2'-6" ASSUMED. SEE13 AND SEE14 WILL NEED "C" AND "LENGTH" ADJUSTED IF PRECASTER RECOMMENDS DIFFERENT PEDESTAL WIDTH FOR THEIR U-WALL.



**NOTES:**  
 1. FOR SECTION C-C AND D-D, SEE DWG. NO. ST-18.  
 2. FOR SECTION E-E, SEE DWG. NO. ST-21.



AFFIX SEAL: GREENMAN - PEDERSEN, INC. DECEMBER 2, 2013  
 ALTERED BY: DM

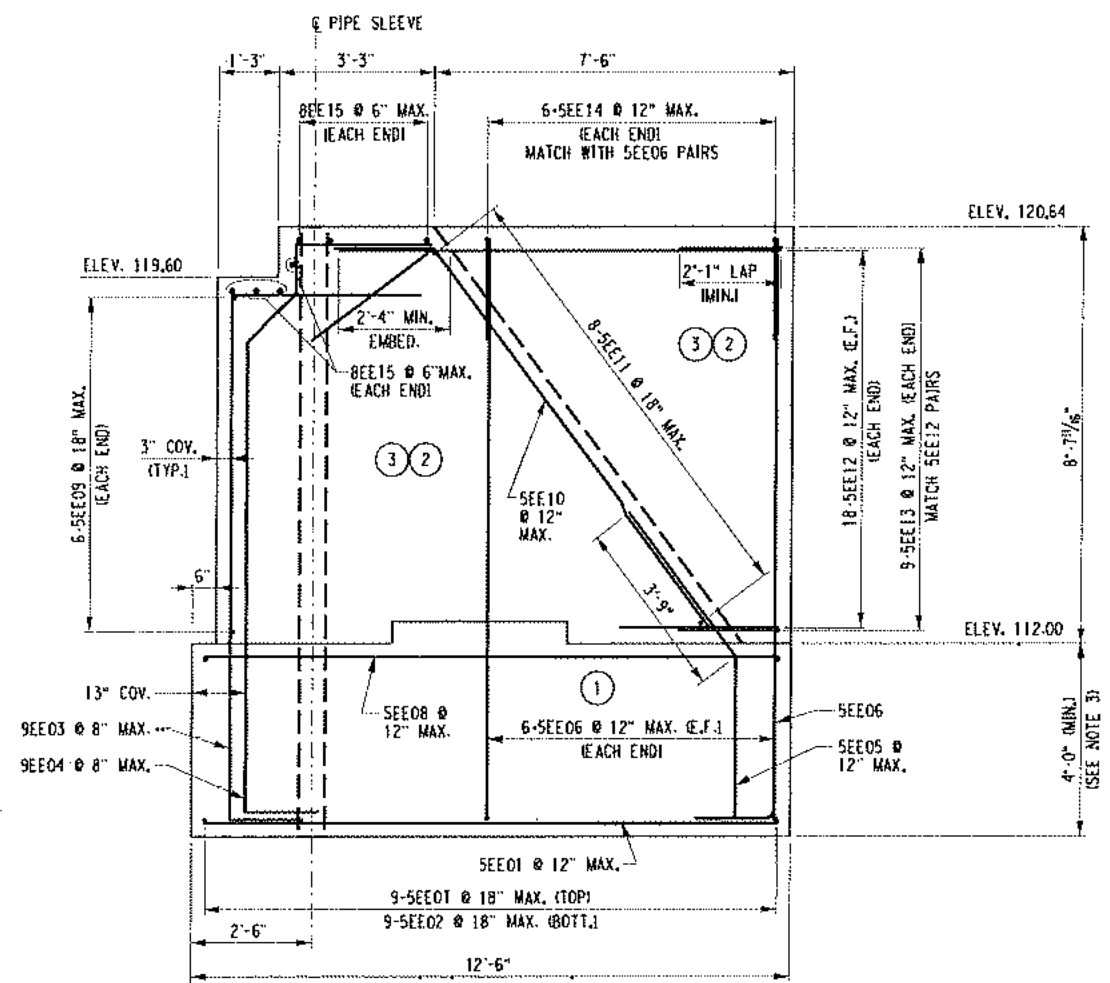
**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TDNER AVENUE) BRIDGE.	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	OVER THE LACHUTE RIVER					D03349D
	TOWN OF TICONDEROGA				END ABUTMENT REINFORCEMENT PLAN-2	DRAWING NO. ST-20
	COUNTY: ESSEX	DATE: DECEMBER 2013				SHEET NO. 55 OF 75

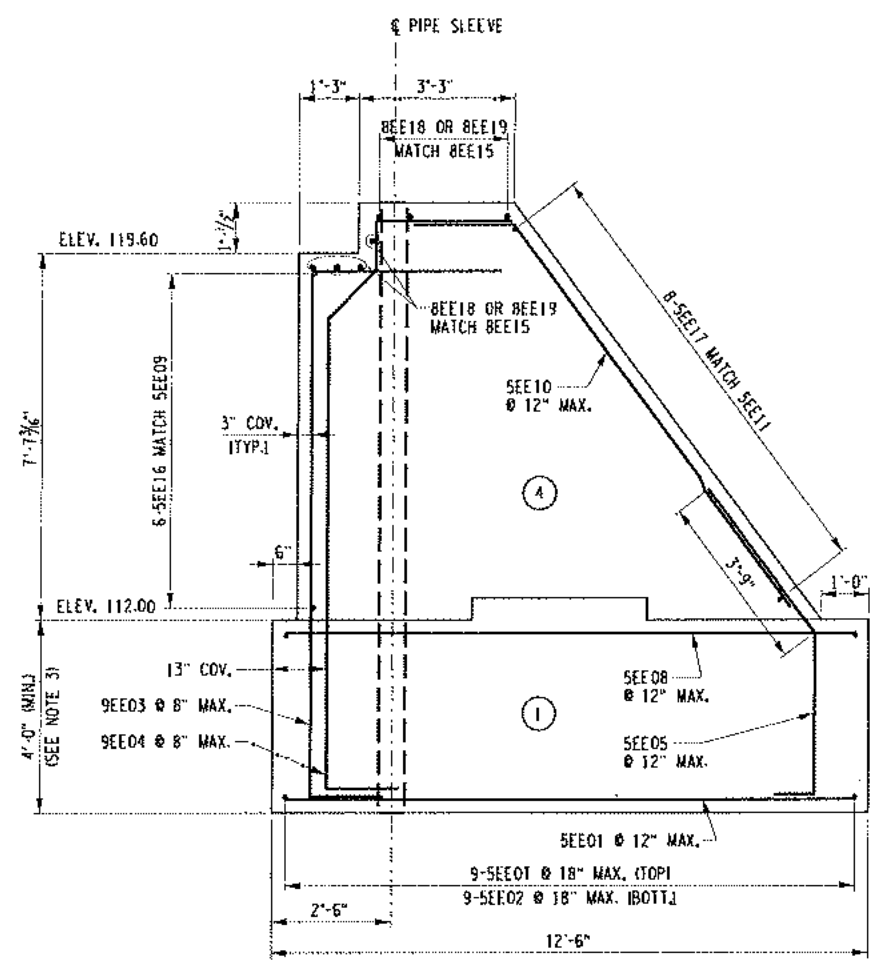
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, 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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760\_CPB\_ABT\_RWF\_END-2

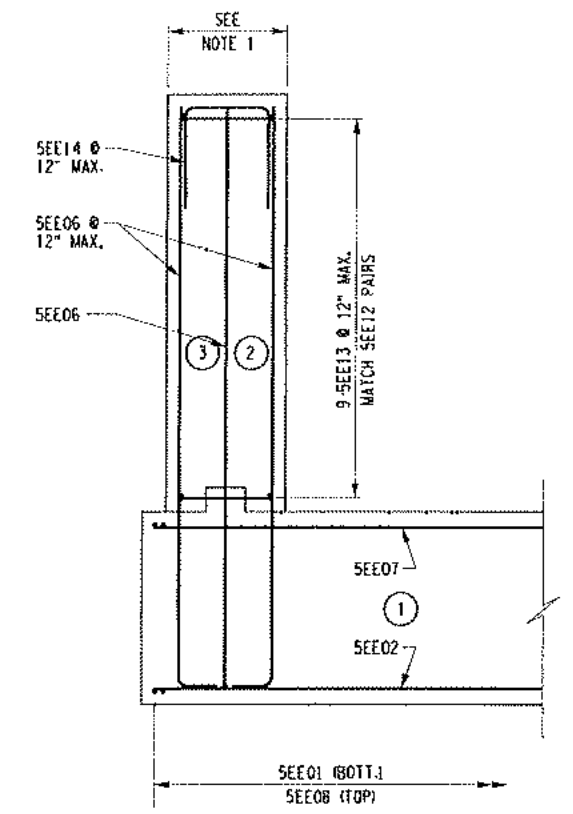
PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/WH  
 DESIGN SC/DT  
 JOB MANAGER CC/JLS  
 DESIGN SUPERVISOR FM



**ELEVATION**  
SCALE: 1/4"=1'-0"



**SECTION A-A**  
SCALE: 1/4"=1'-0"



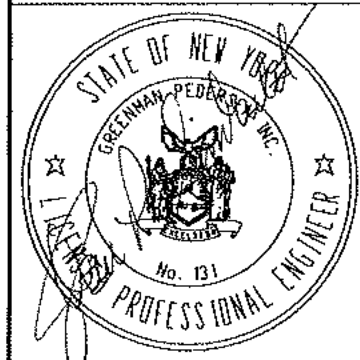
**SECTION E-E**  
SCALE: 1/4"=1'-0"

**NOTES:**

1. 2'-6" ASSUMED FOR BIDDING PURPOSES. CONTRACTOR SHALL ADJUST FOR PRECAST U-WALL REQUIREMENTS BY PRECASTER. QUANTITY SHOWN IS INCLUDED IN ESTIMATE OF QUANTITIES FOR ITEM 555.09. HOWEVER ACTUAL THICKNESS SHALL BE PAID.
2. EXTEND TO COMPETENT ROCK A.O.B.E.
3. FOR SECTION A-A, SEE OMC. NO. ST-18.
4. FOR SECTION E-E, SEE OMC. NO. ST-20.

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
ON: DECEMBER 2, 2013

ALTERED BY:  
ON:



**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE,	PIN 1757.60	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	OVER THE LACHUTE RIVER		3-30252-0			B033490
	TOWN OF TICONDEROGA				END ABUTMENT REINFORCEMENT ELEVATION & SECTIONS	DRAWING NO. ST-21
	COUNTY: ESSEX	DATE: DECEMBER 2013				SHEET NO. 56 OF 75

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.

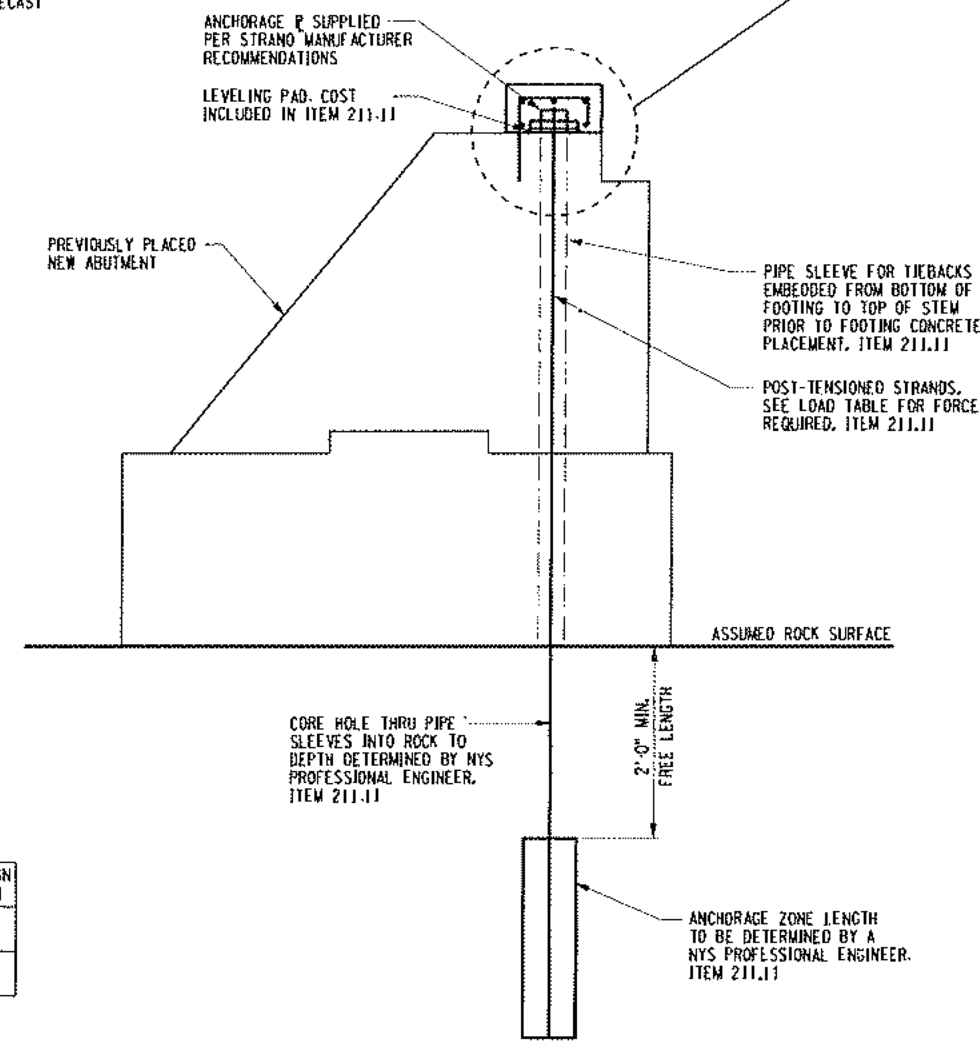
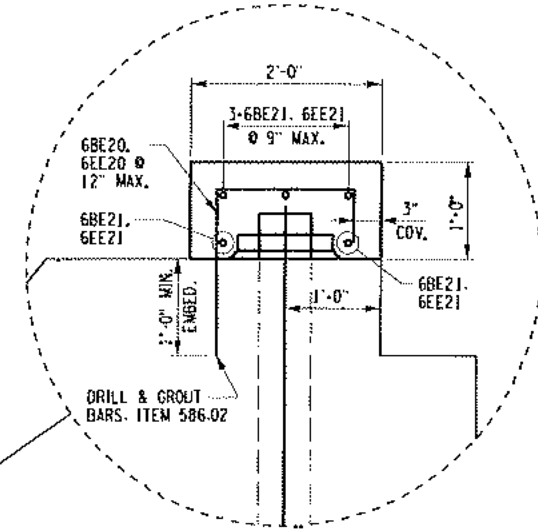
NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPB\_ABT\_RNF\_DTL\_ENO

**VERTICAL TIEBACK SYSTEM NOTES:**

- THE FOLLOWING NOTES PERTAIN ONLY TO THE VERTICAL TIEBACK ANCHOR SYSTEM.
- THE TIEBACK SYSTEM SHALL BE INSTALLED PRIOR TO PLACEMENT OF REINFORCED CONCRETE SPAN UNITS.
- ALL TIEBACK MATERIALS, SIZE AND QUANTITIES SHOWN ARE CONCEPTUAL AND FOR BIDDING PURPOSES ONLY. ACTUAL TIEBACK SYSTEM SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK AND SUBMITTED TO THE ENGINEER FOR APPROVAL IN ACCORDANCE WITH REQUIREMENTS OF NYS DOT STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS AND SPECIFICATION FOR ITEMS 211.11, EXCEPT AS MODIFIED BELOW.
- ALL GROUTED TIEBACK ANCHOR INSTALLATION WORK, HARDWARE, MATERIALS AND APPURTENANCES SHALL BE PAID FOR UNDER ITEM 211.11. PERFORMANCE TESTING SHALL BE DONE IN ACCORDANCE WITH AND PAID FOR UNDER ITEM 211.11. PERFORMANCE TESTS SHALL BE CONDUCTED FOR FIRST TWO ANCHORS INSTALLED. ALL ANCHORS NOT PERFORMANCE TESTED SHALL BE PROOF TESTED. THE COST FOR PROOF TEST SHALL BE PAID FOR UNDER ITEM 211.11. CREEP TESTING OF ANCHORS IS NOT REQUIRED.
- THE DESIGN OF THE ROCK/SOIL ANCHORS SHALL CONSIDER BOTH THE PULLOUT RESISTANCE OF THE INDIVIDUAL ANCHOR AND THE STABILITY OF THE ENTIRE ROCK/SOIL MASS MOBILIZED BY ALL THE ANCHORS. ALL ANCHORS SHALL BE WIRE STRAND TENDONS FOR PRESTRESSING CONCRETE ENCAPSULATED FOR DOUBLE CORROSION PROTECTION. THE COST WILL BE INCLUDED IN ITEM 211.11.
- THE HOLES FOR THE TIEBACKS SHALL BE DRILLED. THE HOLES SHALL BE PROGRESSED VERTICALLY IN A MANNER THAT CAUSES NO DAMAGE TO THE NEW STRUCTURE. ANY DAMAGE TO THE NEW STRUCTURE CAUSED BY THE DRILLING OPERATIONS SHALL BE CAUSE FOR IMMEDIATE CESSATION OF OPERATIONS AND REPAIRED TO THE SATISFACTION OF THE ENGINEER-IN-CHARGE. THE CONTRACTOR SHALL IMMEDIATELY REVISE THEIR OPERATIONS TO PREVENT REOCCURRENCE OF SUCH DAMAGE. ANY AND ALL COST INCURRED DUE TO THIS DAMAGE SHALL BE BORNE BY THE CONTRACTOR.
- IF THERE ARE ANY SIGNS OF MOVEMENT OR DISTRESS OBSERVED. THE ABUTMENTS SHALL BE CONTINUOUSLY MONITORED DURING DRILLING AND TIEBACK INSTALLATION. THE METHOD OF DRILLING OR INSTALLATION SHALL BE MODIFIED IMMEDIATELY AND SUBMITTED TO THE ENGINEER FOR APPROVAL. COST OF MONITORING SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 211.11.
- THE HOLE DIAMETER USED FOR DRILLING AND GROUT REINFORCEMENT SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THE HOLES SHALL BE LOCATED AS SHOWN ON DWG. ST-14 AND ST-18, BASED ON PIPE SLEEVES. CORING THRU OBSTRUCTIONS (E.G. BOULDERS) SHALL BE PAID FOR UNDER ITEM 211.11. PIPE SLEEVES SHALL BE SIZED TO PERMIT STRANDS TO PASS THROUGH WITHOUT DAMAGE TO DOUBLE CORROSION PROTECTION.
- ALL NEW CONCRETE SHALL BE CLASS HP, 3000 PSI MINIMUM CAST INTO ABUTMENTS.
- THE CONTRACTOR'S ATTENTION IS DIRECTED TO SUBSURFACE CONDITIONS AS DEFINED BY BORINGS B-1, B-1A, B-2, AND B-3 WHICH ARE DRILLED IN THE GENERAL ZONE WHERE UNBONDED AND BONDED LENGTHS OF THE ANCHORED TIEBACKS WILL BE INSTALLED. THE BORINGS INDICATES THAT VARIABLE ANCHOR ZONE BONDING CONDITIONS CAN BE EXPECTED FOR THE TIEBACKS ON THIS PROJECT. BASED ON THE BORINGS, THE CONTRACTOR CAN EXPECT THAT ANCHOR ZONES FOR TIEBACKS ARE IN BEDROCK. SINCE THE DEPTH TO BEDROCK CAN BE EXPECTED TO VARY, THE PROFESSIONAL ENGINEER SHALL MAKE THE APPROPRIATE ANCHORAGE PROVISIONS AND MAY ELECT TO PERFORM ADDITIONAL DEEPER BORINGS IF NECESSARY TO VERIFY THE DESIGN. PRIOR TO ANCHOR INSTALLATION WORK.
- FOR SOIL BORING LOCATIONS SEE DWG. NO. ST-6 AND ST-7.
- SET ANCHORAGE PLATES IN LEVELING PAD. THE PAD MATERIAL SHALL BE 3500 PSI MINIMUM NON SHRINK, NON METALLIC CEMENTITIOUS GROUT OR APPROVED EQUAL. COST TO BE INCLUDED IN THE PRICE BID FOR ITEM 211.11.

**SUGGESTED TIEBACK INSTALLATION SEQUENCE:**

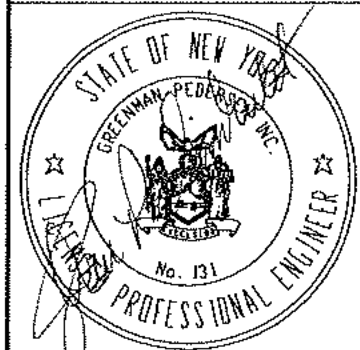
- THE VERTICAL TIEBACK SYSTEM IS BASED ON THE FOLLOWING INSTALLATION SEQUENCE. ANY MODIFICATIONS TO THIS SEQUENCE SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE PERFORMANCE OF ANY FIELD ACTIVITIES RELATED TO THE ANCHOR INSTALLATION.
- MOBILIZE DRILLING EQUIPMENT AND DRILL VERTICAL HOLES OF THE DESIGN DIAMETER AND THE CONTRACTOR DESIGNED DEPTH AT THE LOCATIONS SHOWN ON "DETAIL A". THE CONTRACTOR SHALL CHOOSE THE DRILLING EQUIPMENT. SEE VERTICAL TIEBACK SYSTEM NOTES 6 AND 8.
  - INSTALL VERTICAL POST TENSIONING ANCHOR WIRE STRANDS PER MANUFACTURER RECOMMENDATIONS AND AS APPROVED BY THE ENGINEER (PRIOR TO ANCHOR INSTALLATION).
  - PERFORM PERFORMANCE AND/OR PROOF TEST AS PER NOTE 4 OF THE "VERTICAL TIEBACK SYSTEM NOTES" ON THIS DWG. AFTER THE TEST, SET A TEMPORARY LOCK OFF LOAD TO 100 KIPS. THE TESTING MAY BE DONE SEPARATELY FOR EACH ANCHOR, BUT LOCK OFF TENSIONING SHALL BE DONE SIMULTANEOUSLY FOR PAIRS OF ANCHORS, WORKING FROM CENTER TOWARDS END. REFERENCE SHOTS SHOULD BE TAKEN DURING TENSIONING TO MEASURE AMOUNT OF MOVEMENT VERTICALLY AND HORIZONTALLY.
  - REPEAT STEPS A THRU C ABOVE FOR CONCRETE PEDESTAL AT OTHER ABUTMENT.
  - AFTER ALL 20 ANCHORS ARE IN PLACE, RE-TENSION THE ANCHORS TO THE LOCK-OFF LOADS SHOWN IN THE LOAD TABLE. TENSION ANCHORS IN PAIRS WORKING FROM CENTER TOWARDS END SHALL BE RE-TENSIONED SIMULTANEOUSLY. THE COST OF RE-TENSIONING OF THE ANCHORS SHALL BE INCLUDED IN ITEM 211.11.
  - CONSTRUCT ANCHOR HEAD ENCASUREMENT AS SHOWN.
  - CONTINUE WITH PLACEMENT OF REINFORCED CONCRETE SPAN UNITS AND PRECAST WINGWALLS.



LOCATION	NO. OF ANCHORS	TIEBACK FORCE (KIPS)	LOCK-OFF FORCE (KIPS)	STRAND DESIGN FORCE (KIPS)
BEGIN ABUTMENT	10	400	500	600
END ABUTMENT	10	400	500	600

**NOTE:**  
STRAND DESIGN FORCE EQUALS TIEBACK FORCE x 1.5 SAFETY FACTOR.

AFFIX SEAL - GREENMAN - PEDERSEN, INC. ON: DECEMBER 2, 2013  
ALTERED BY: ON:



**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER, TOWN OF TICONDEROGA, COUNTY: ESSEX	PIN 1757.60	BRIDGES 3-10252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER 0033490
					TIEBACK DETAILS	DRAWING NO. ST-22
	DATE: DECEMBER 2013					SHEET NO. 57 OF 75

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 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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760\_CPB\_CTE\_MISC

PROJECT MANAGER CC  
CHECK CC/DT  
DRAFTING FC  
CHECK JT/WR  
DESIGN CC/DT  
JOB MANAGER CC/JS  
DESIGN SUPERVISOR FM

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/AM  
 DESIGN CC/DT  
 JOB MANAGER CC/JIS  
 DESIGN SUPERVISOR FM

LDAD RATING		
	LRFD	LFD OR ASD
INVENTORY	HL-	HS-
OPERATING	HL-	HS-

(TABLE TO BE FILLED OUT BY E.I.C.)

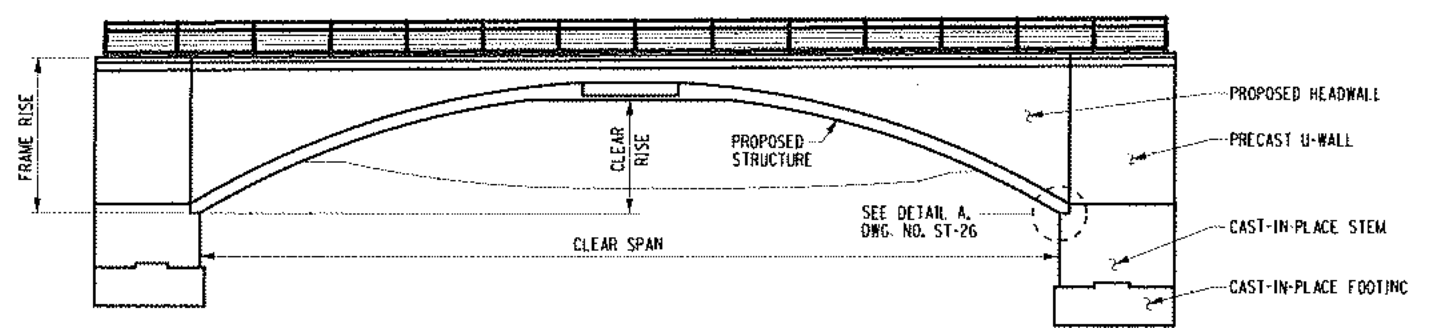
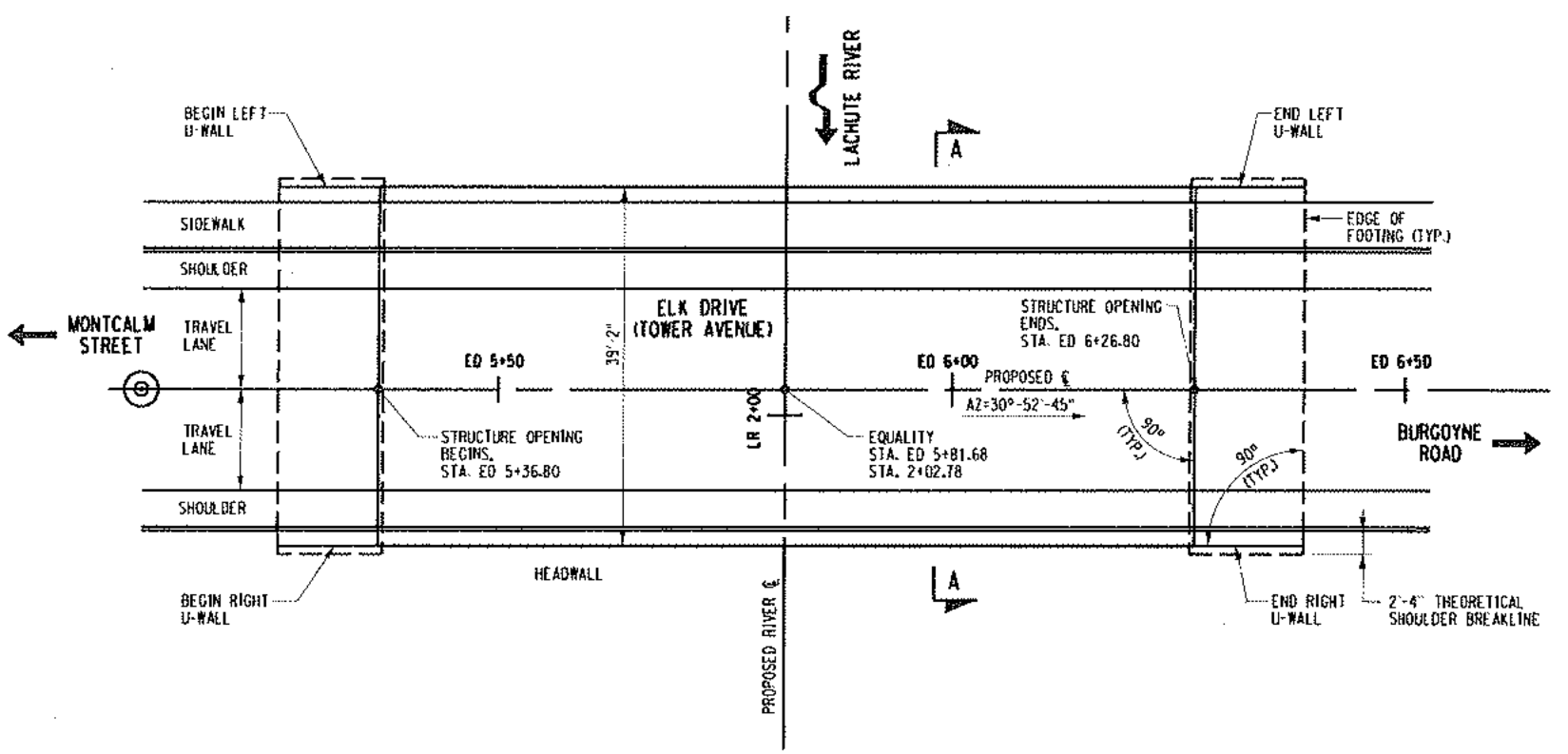
* ASSUMED FOOTING LOADS	
VERTICAL kip/ft.	79.2
HORIZONTAL kip/ft.	97.7

\* INCLUDES SELF WEIGHT OF FOOTING

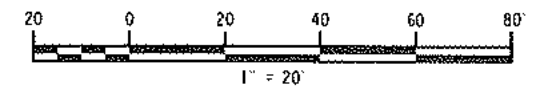
THREE SIDED STRUCTURE DESIGN DATA	
CLEAR SPAN, ft.	90'-0"
CLEAR RISE, ft.	11'-9"
* MIN. FILL HEIGHT, ft	2'-0"
* MAX. FILL HEIGHT, ft	15'-2"
(SKEW) SKEW ANGLE <sup>1</sup> TO $\epsilon$ OF ROADWAY, DEG.	90°-0'-0"
LIVE LOAD	HL-93

\* BASED ON ASSUMED SLAB THICKNESS OF 1'-10"  
 FABRICATOR SHALL ADJUST BASED ON ACTUAL TOP SLAB THICKNESS. (DESIGNER TO FILL IN VALUE)

GEOTECHNICAL DESIGN DATA			
	NATIVE SANDSTONE BEDROCK	NATIVE CLAYEY SILT	GRANULAR FILL
ALLOWABLE BEARING CAPACITY, ksf	45 KSF		4 KSF
SOIL UNIT WT. lb/ft <sup>3</sup>	160	115	125
FRICTION ANGLE, DEC.		0 (29 IF DRAINED)	35
COEFFICIENT OF SLIDING FRICTION	0.65		0.55
COHESION, lb/ft <sup>2</sup>		600	



ELEVATION B-B



- NOTES:**
- FOR SECTION A-A, SEE DWG. NO. ST-24.
  - RAIL NOT SHOWN ON PLAN VIEW FOR CLARITY. SEE DWG. NO. ST-28.

AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
 ON: DECEMBER 2, 2013  
 ALTERED BY: ON:

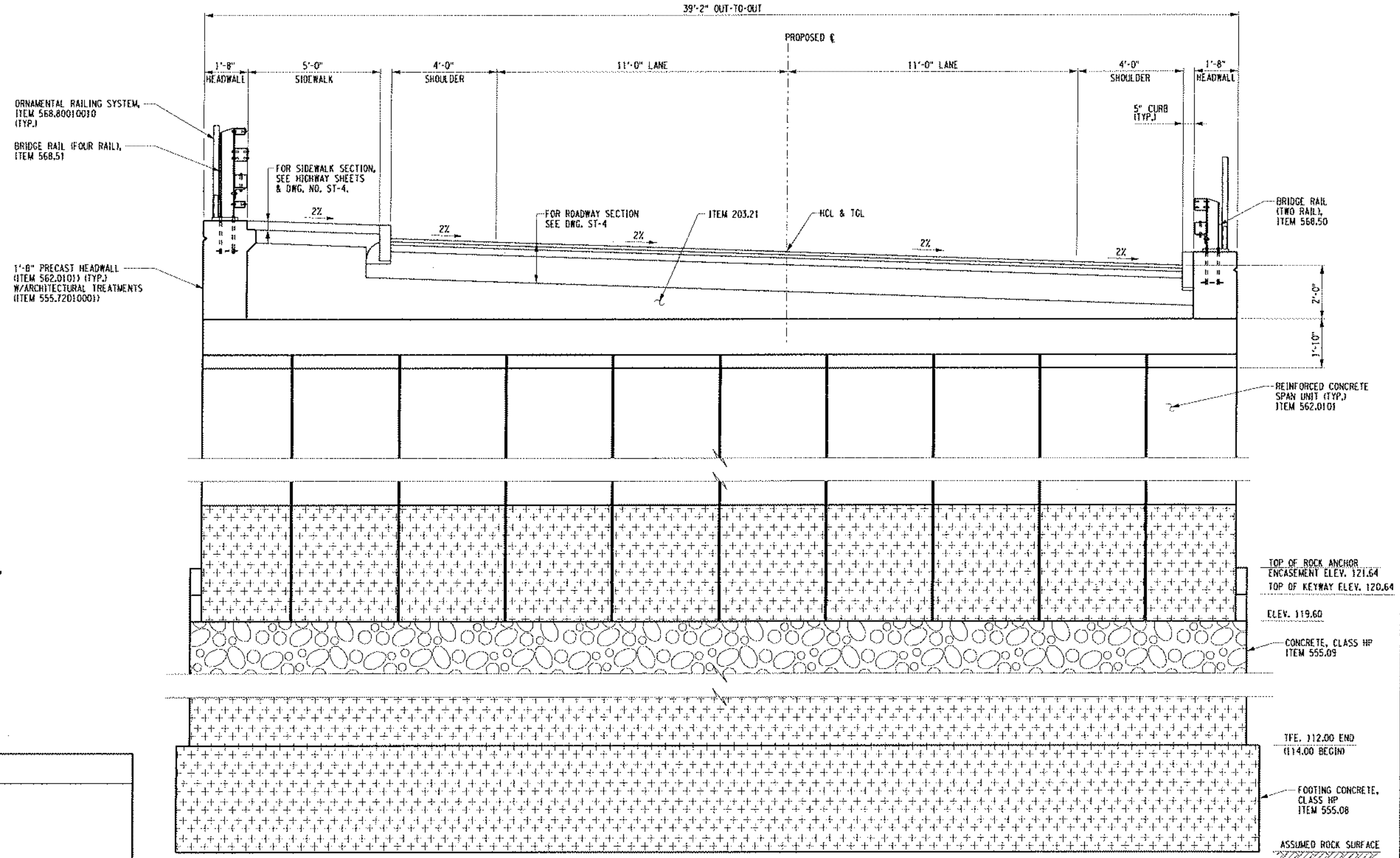


AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY, ESSEX	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	DATE: DECEMBER 2013				THREE SIDED RIGID FRAMING PLAN & ELEVATION	DRAWING NO. ST-23 SHEET NO. 58 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPB.CTE.PLN-1

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING EC  
 CHECK JT/WH  
 DESIGN CC/US  
 JOB MANAGER CC/US  
 DESIGN SUPERVISOR FM



**NOTES:**

1. SEE BEGIN ABUTMENT ELEVATION AND END ABUTMENT ELEVATION FOR ADDITIONAL WINGWALL LAYOUT DETAILS.
2. PAYMENT LINES FOR UNIT ARE FASCIA-TO-FASCIA (39'-2") BY BACK OF UNIT LEGS (50'-0" PLUS 2 @ 1'-0") FOR TOTAL AREA OF 401 SY, PAYMENT LINES FOR WALLS ARE LENGTH AND ELEVATIONS AS SHOWN ON DWG. NO. ST-3 FOR TOTAL AREA OF 73 SY.
3. FOR SECTION A-A, SEE DWG. NO. ST-23.

**LEGEND**

- BACKFILL WITH EMBANKMENT-IN-PLACE, ITEM 203.03
- STONE FILLING (MEDIUM), ITEM 620.04

**LONGITUDINAL SECTION A-A**  
SCALE: NONE

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
ON: DECEMBER 2, 2013

ALTERED BY: ON:

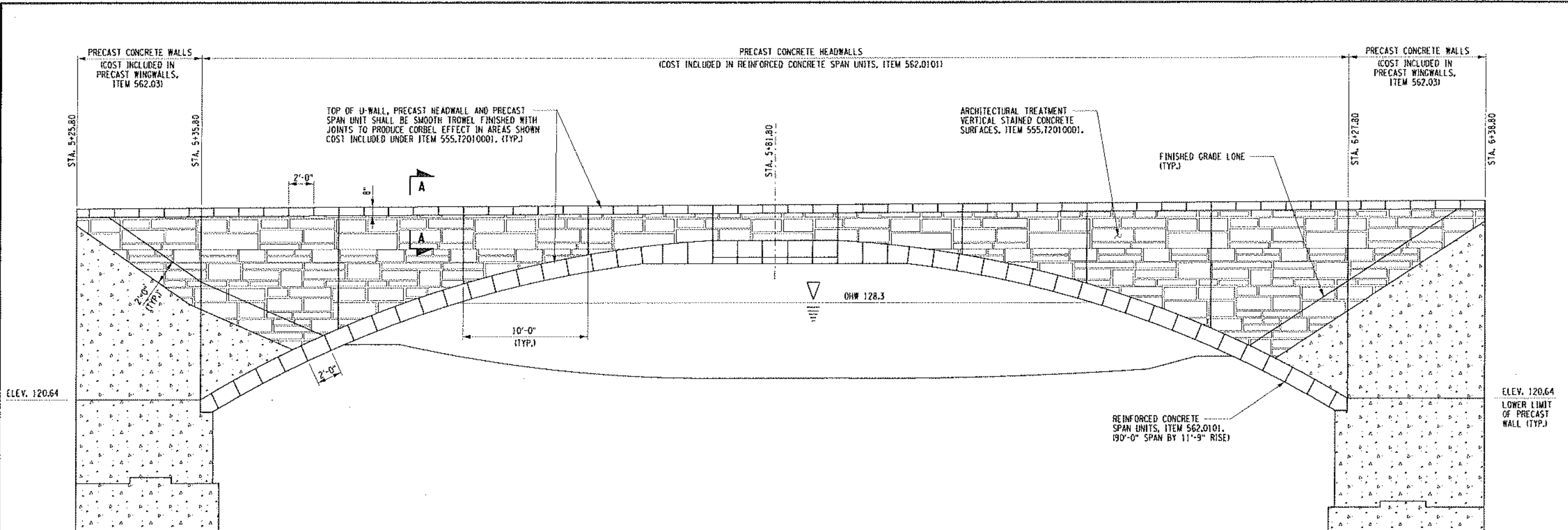
**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	TOWN OF TICONDEROGA				THREE SIDED RIGID FRAME SECTION	DRAWING NO. ST-24
	COUNTY: ESSEX	DATE: DECEMBER 2013				SHEET NO. 59 OF 75

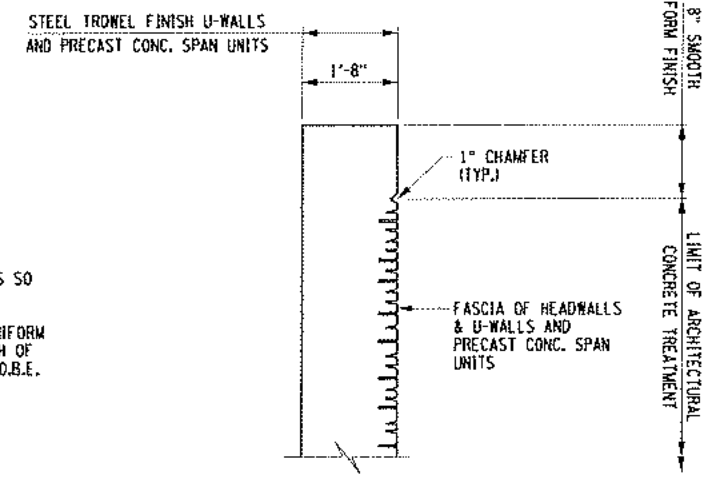
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, 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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPB.CTE.PLN-2

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/MA  
 DESIGN CC/DT  
 JOB MANAGER CC/JJS  
 DESIGN SUPERVISOR FM



**ARCHITECTURAL ELEVATION**  
SCALE: 1/8"=1'-0"



- NOTES:**
- RAIL NOT SHOWN FOR CLARITY.
  - REINFORCEMENT NOT SHOWN FOR CLARITY.

**ARCHITECTURAL TREATMENT NOTES:**

- THE ARCHITECTURAL TREATMENT SHALL BE APPLIED TO ALL EXPOSED VERTICAL FASCIA SURFACES ON THE HEADWALLS, U-WALLS AND PRECAST CONCRETE SPAN UNITS OR AS IDENTIFIED ON THE CONTRACT PLANS.
- ARCHITECTURAL TREATMENT VERTICAL STAINED CONCRETE SURFACES, ITEM 555.72010001, SHALL EXTEND A MIN. OF 2'-0" BELOW THE FINISHED GRADE LINE OR AS DIRECTED BY THE ENGINEER, FOR ADDITIONAL INFORMATION SEE THE SPECIAL NOTES IN THE CONTRACT PROPOSAL DOCUMENT.
- THE ARCHITECTURAL TREATMENT FORMWORK SHALL BE CUSTOM ROCK FORMLINER 12005 BEARPATH COURSED STONE OR AN APPROVED EQUAL.
- THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE ITEM 555.72010001, SPECIFICATION REQUIRING 3"x3"x4" COMPLETELY FINISHED SAMPLE OF STAINED CONCRETE FOR SUBMITTAL AS DIRECTED IN THE SPECIFICATION.
- MATCH CAST ARCHITECTURAL TREATMENT AT VERTICAL JOINTS SO THAT STONE IS SEAMLESS ACROSS JOINTS.
- VERTICAL ARCHITECTURAL JOINTS SHALL BE PLACED AT A UNIFORM SPACING ACROSS BOTH THE U-WALLS AND HEADWALLS. THE WIDTH OF PLACEMENT IS ASSUMED TO BE 10'-0", BUT CAN BE CHANGED A.O.B.E.

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
ON: DECEMBER 2, 2013  
ALTERED BY: ON:



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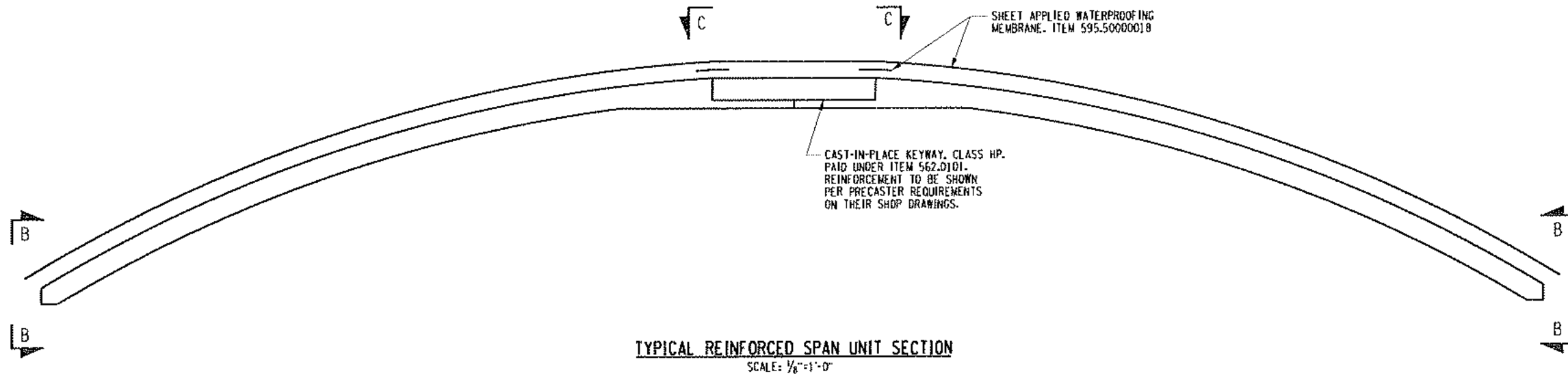
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	TOWN OF TICONDEROGA				ARCHITECTURAL DETAILS	DRAWING NO. ST-25
	COUNTY: ESSEX	DATE: DECEMBER 2013				SHEET NO. 60 OF 75

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.

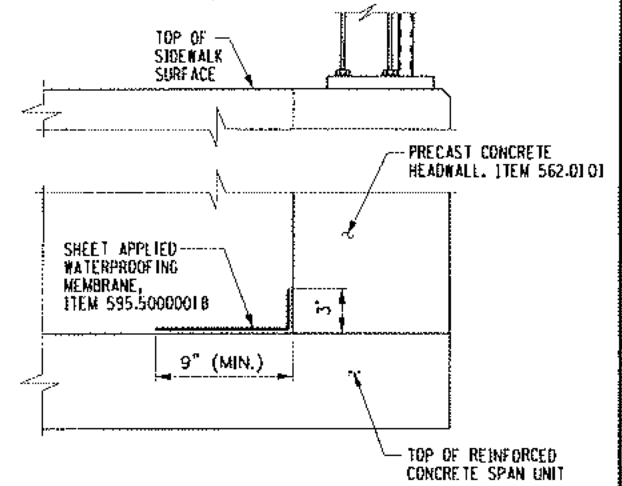
NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPB\_SEC.TRN



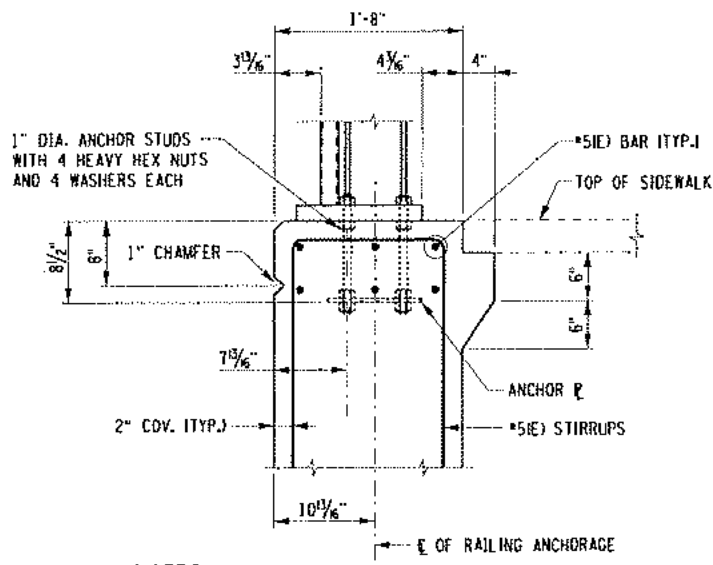
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 DRAFTING FC  
 CHECK JT/AH  
 DESIGN CC/DI  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM



**TYPICAL REINFORCED SPAN UNIT SECTION**  
SCALE: 1/8"=1'-0"

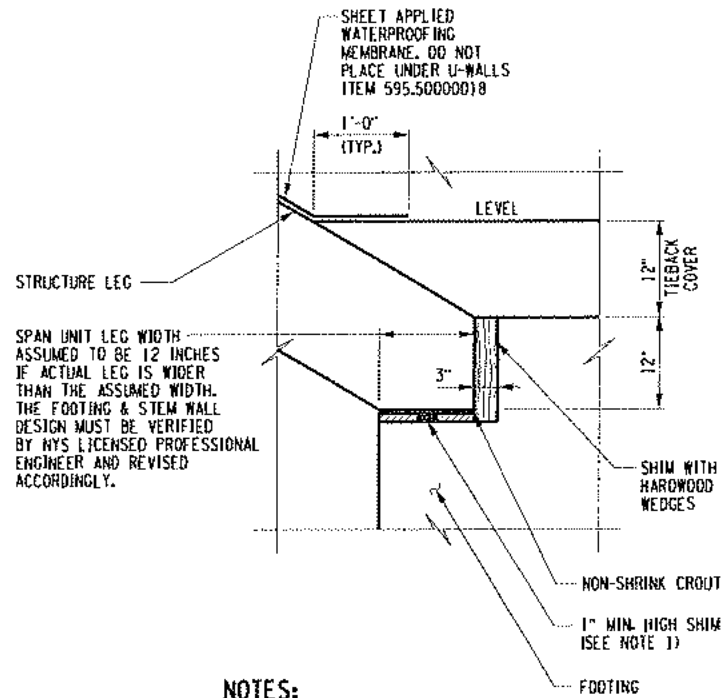


**SECTION D-D WATERPROOFING MEMBRANE AT HEADWALL**  
SCALE: NONE



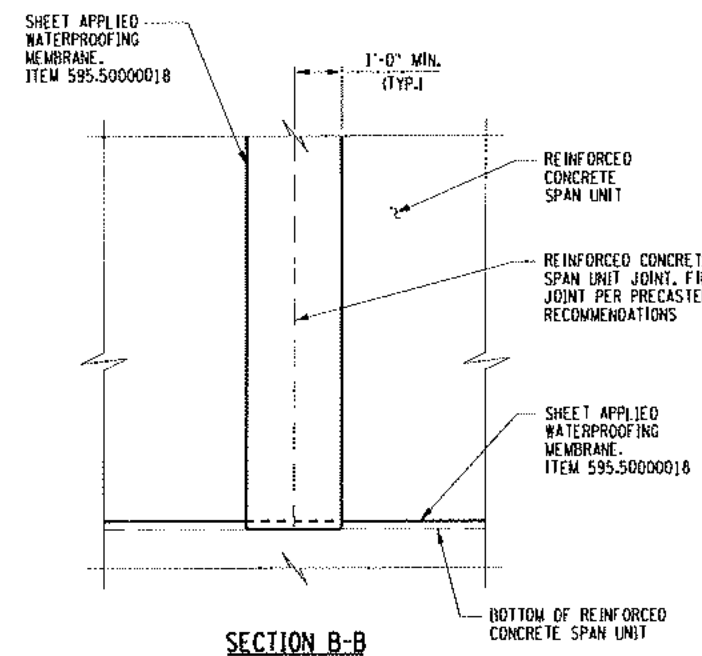
- NOTES:**
1. REINFORCEMENT IN HEADWALL NOT SHOWN.
  2. SEE DWG. NO. ST-28 FOR BRIDGE RAIL POST LAYOUT.
  3. PRECAST WALLS SHALL HAVE RAILING ANCHOR PLATE AND ANCHOR BOLTS CAST IN WALL.

**BRIDGE RAIL TO HEADWALL CONNECTION**  
SCALE: NONE

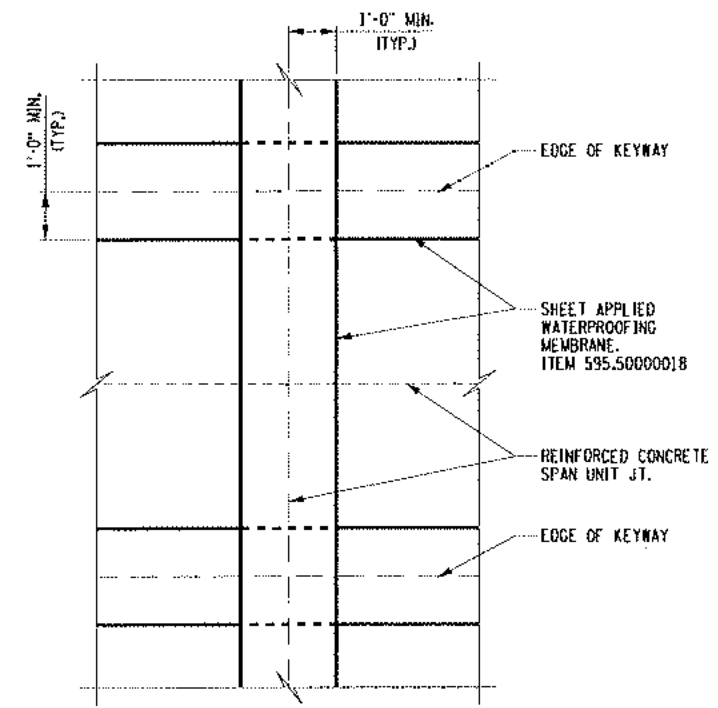


- NOTES:**
1. ADDITIONAL SHIMS ARE ALLOWED AT CONTRACTOR'S OPTION.
  2. GROUT SHALL MEET THE REQUIREMENTS OF SECTION 701-05 OR 701-06.
  3. WHEN SPLICES ARE REQUIRED IN THE WATERPROOFING MEMBRANE, LOCATE AS SHOWN.

**DETAIL A**  
SCALE: NONE



**SECTION B-B**  
SCALE: NONE



**SECTION C-C**  
SCALE: NONE

AFFIX SEAL: GREENMAN - PEDERSEN, INC. ON: DECEMBER 2, 2013  
 ALTERED BY: ON:

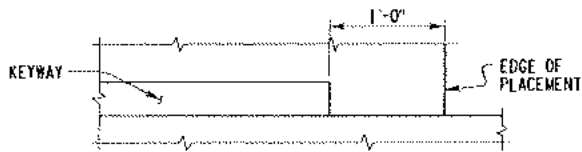
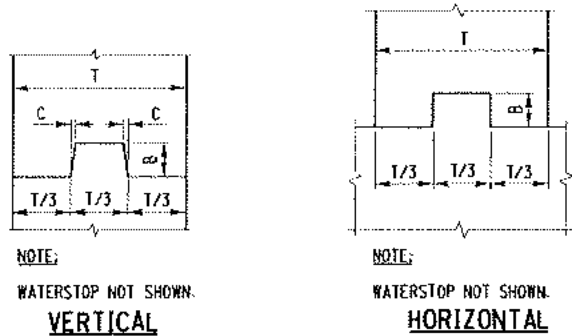
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GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE,	PIN 1757.60	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	OVER THE LACHUTE RIVER		3-30252-0			0033490
	TOWN OF TICONDEROGA					DRAWING NO. ST-26
	COUNTY: ESSEX	DATE: DECEMBER 2013				SHEET NO. 61 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPB.CTE.DTL.MISC

PROJECT MANAGER CC  
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 DRAFTING FC  
 CHECK JT/AH  
 DESIGN CC/DI  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM

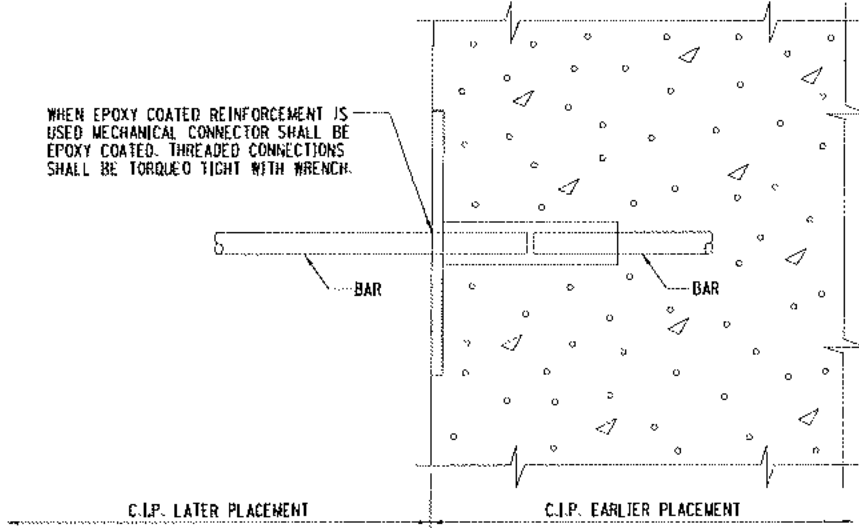


CONSTRUCTION AND CONTRACTION JOINTS		
C	B	T/3
3/8"	1 1/2"	0 TO 6"
3/8"	3 1/2"	6" TO 10"
3/4"	5 1/2"	10" AND OVER

EXPANSION JOINTS		
C	B	T/3
3/8"	3 1/2"	0 TO 10"
3/4"	5 1/2"	10" AND OVER

**KEYWAY DETAILS**  
SCALE: NONE

WHEN EPOXY COATED REINFORCEMENT IS USED MECHANICAL CONNECTOR SHALL BE EPOXY COATED. THREADED CONNECTIONS SHALL BE TORQUED TIGHT WITH WRENCH.

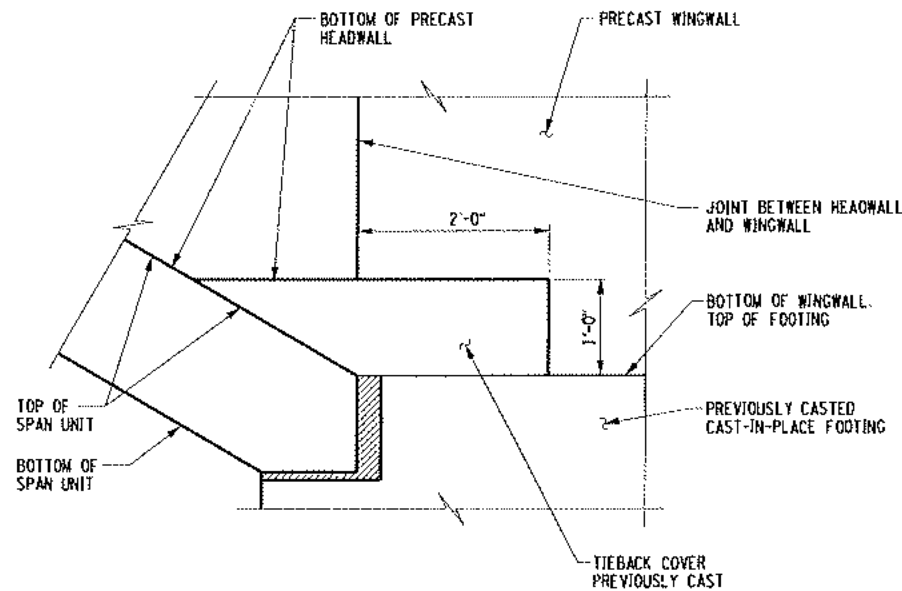


**MECHANICAL CONNECTOR NOTE:**

MECHANICAL CONNECTORS SHALL CONFORM TO N.Y.S. STANDARD SPECIFICATIONS SUBSECTION T09-10. COST OF MECHANICAL CONNECTORS, FURNISHED AS PER DEPARTMENTS APPROVED LIST SHALL BE INCLUDED IN THE UNIT PRICE BID FOR REBAR.

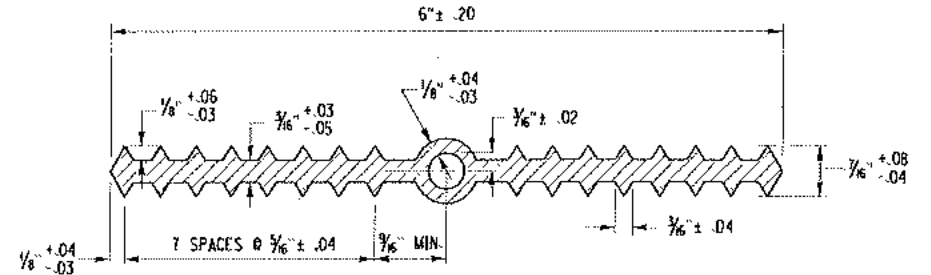
**MECHANICAL CONNECTOR DETAIL**

SCALE: NONE



**WINGWALL DETAIL OVER TIEBACK COVER**

SCALE: NONE

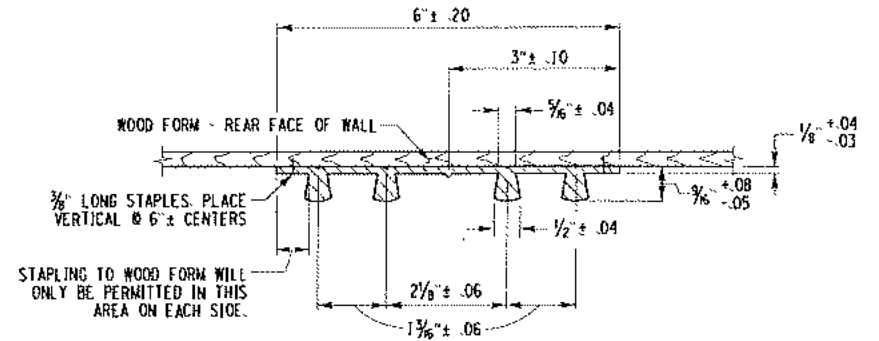


**TYPE A WATERSTOP**

SCALE: NONE

**TYPE A WATERSTOP NOTES:**

- HOLES MUST NOT BE MADE IN WATERSTOP FOR ANY PURPOSE.



**TYPE D WATERSTOP**

SCALE: NONE

**TYPE D WATERSTOP NOTES:**

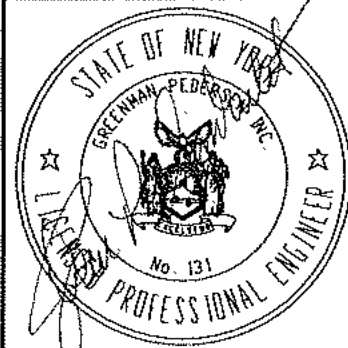
- HOLES MUST NOT BE MADE IN WATERSTOP FOR ANY PURPOSE EXCEPT AS REQUIRED FOR STAPLING TO FORMS.
- TYPE D WATERSTOP SHALL BE LIGHT GRAY IN COLOR.

**WATERSTOP NOTES:**

- PVC USED IN WATERSTOPS SHALL CONFORM TO THE REQUIREMENTS OF N.Y.S. STANDARD SPECIFICATIONS SUBSECTION T05-11.
- THE COST OF FURNISHING AND PLACING WATERSTOPS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE CONCRETE ITEMS.
- FIELD SPLICES SHOULD BE AVOIDED IF POSSIBLE. HOWEVER, HEAT WELDED BUTT SPLICES WILL BE PERMITTED ON LONG STRAIGHT RUNS (GENERALLY IN EXCESS OF 50 FEET) AT POINTS APPROVED BY THE ENGINEER.
- WATERSTOP SHALL BE SHIPPED IN STRAIGHT SECTIONS HAVING A MINIMUM LENGTH OF 10 FEET UNLESS SHORTER LENGTHS ARE REQUIRED.
- PREMOULDED RESILIENT JOINT FILLER SHALL CONFORM TO THE REQUIREMENTS OF N.Y.S. STANDARD SPECIFICATION SUBSECTION T05-07.
- DETAILS ON THE DRAWINGS LABELED AS "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.

AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
ON: DECEMBER 2, 2013

ALTERED BY:  
ON:



**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS  
DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE,  
OVER THE LACHUTE RIVER  
TOWN OF TICONDEROGA  
COUNTY: ESSEX  
DATE: DECEMBER 2013

PIN 1757-60

BRIDGES  
3-30252-0

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

CONTRACT NUMBER

0033490

MISCELLANEOUS DETAILS

DRAWING NO. ST-27

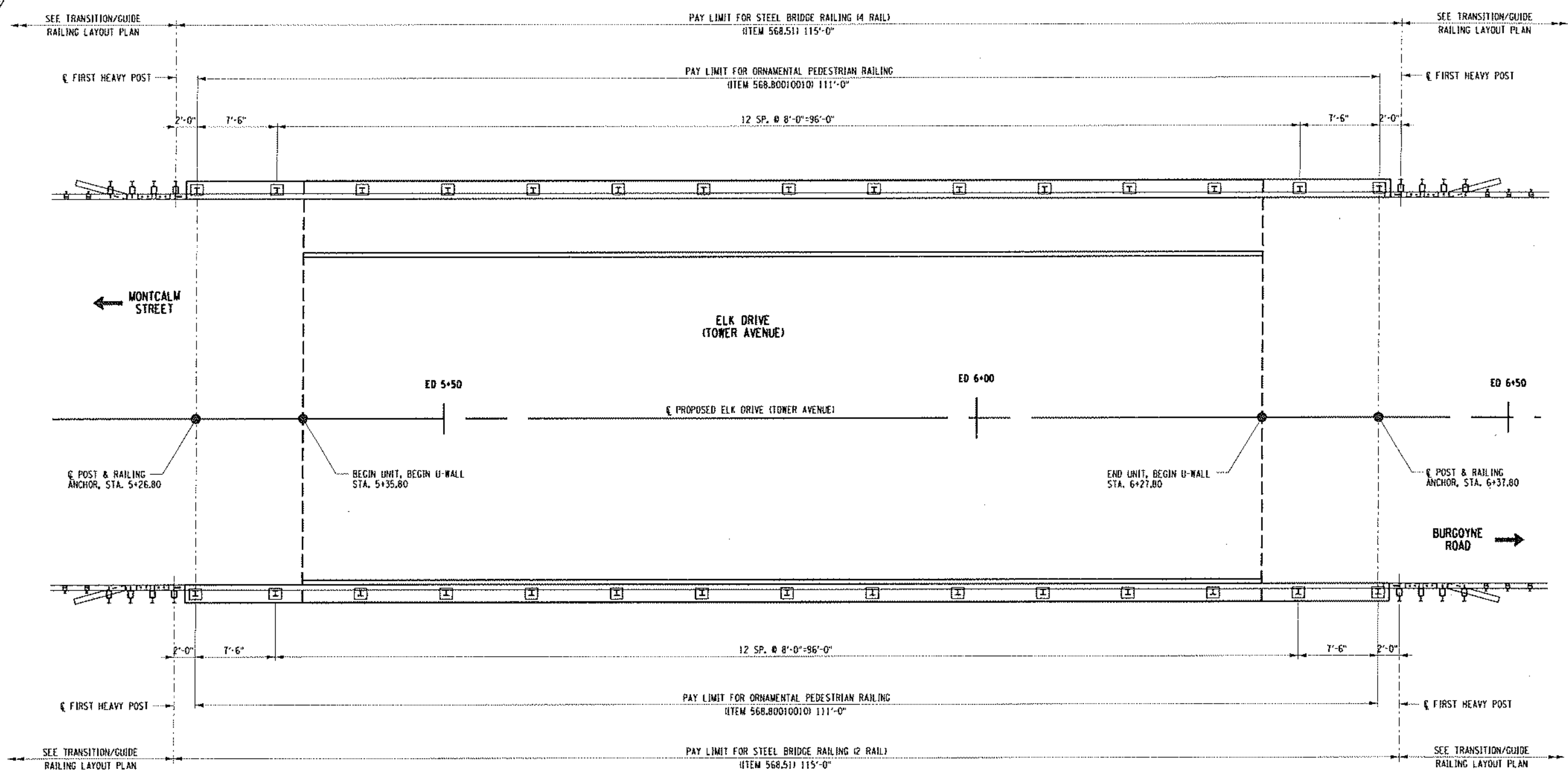
SHEET NO. 62 OF 75

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NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1

DOCUMENT NAME: 175760\_CPB\_0TL\_MISC

PROJECT MANAGER CC  
 CHECK CC/DI  
 DRAFTING FC  
 CHECK JT/AH  
 DESIGN CC/DI  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM



AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 ON:

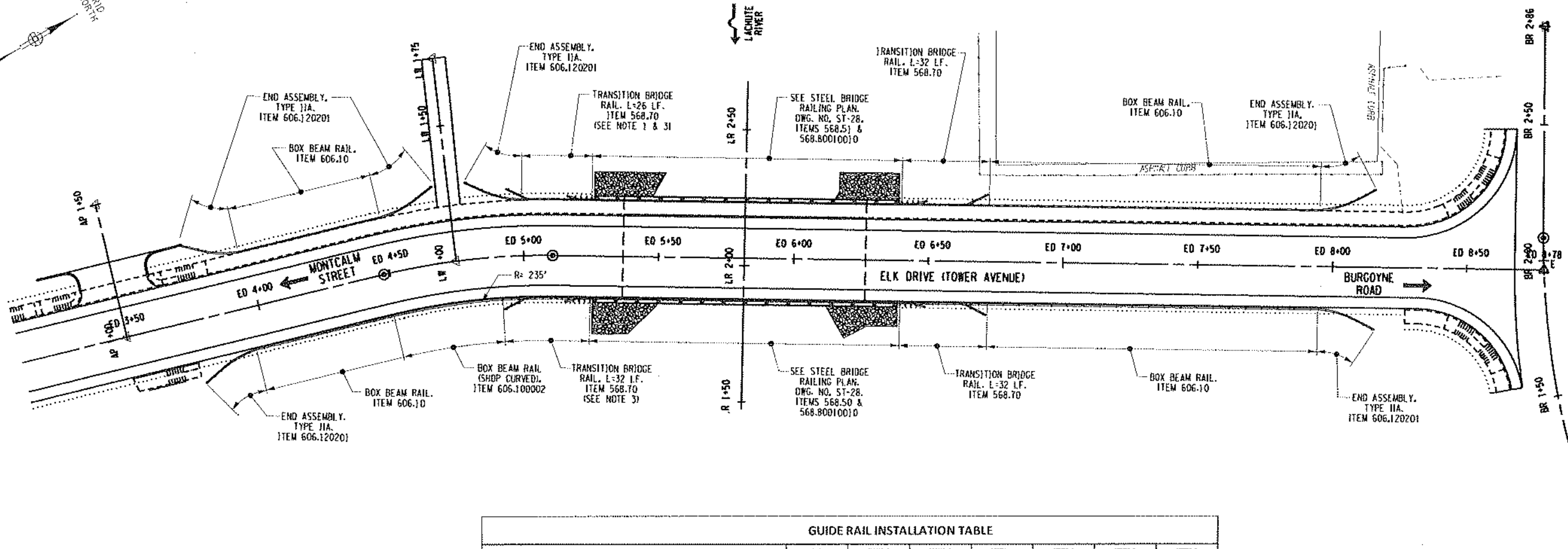
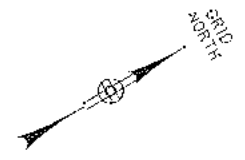
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 CONSULTING ENGINEERS

- NOTES:**
1. ORNAMENTAL PEDESTRIAN RAILING INTENDED TO BE COMMERCIALY PRODUCED RAILING WITH SQUARE POSTS, HORIZONTAL RAILS AND VERTICAL PICKETS. ALL PARTS SHALL BE POWDER COATED BLACK, POSTS SHALL BE GALVANIZED AND POWDER COATED.
  2. A TYPICAL ORNAMENTAL RAILING IS THE AMERISTAR MONTAGE II, ITEM NUMBER 2HMB3040BF. CONTRACTOR SHALL USE THIS OR APPROVED EQUAL.



AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490	
	DATE: DECEMBER 2013				SPAN UNIT RAILING PLAN	DRAWING NO. ST-28 SHEET NO. 63 OF 75	
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PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/NR  
 DESIGN CC/DT  
 JOB MANAGER CC/JIS  
 DESIGN SUPERVISOR FM



**GUIDERAIL NOTES:**

1. TRANSITION RAILING IN S.W. QUADRANT SHALL BE SHORTENED TO THE LENGTH INDICATED ON THE PLANS.
2. FOR BRIDGE RAILING PLAN AND DETAILS, SEE DWGS. ST-28 THRU ST-35.
3. TRANSITION RAILING SHALL BE SHOP CURVED AT LOCATIONS SHOWN. COST INCLUDED IN ITEM 568.70

GUIDE RAIL INSTALLATION TABLE											
LOCATION					ITEM	ITEM	ITEM	ITEM	ITEM	ITEM	
STATION	OFFSET	STATION	OFFSET	SIDE	568.50 (LF)	568.51 (LF)	568.70 (LF)	568.80010010 (LF)	606.10 (LF)	606.100002 (LF)	606.120201 (EA)
ED 3+76	28.3	ED 3+97	20.5	LT							1 EA
ED 3+97	20.5	ED 4+50	20.5	LT					53 LF		
ED 4+50	20.5	ED 4+70	28.3	LT							1 EA
ED 4+80	28.3	ED 4+99	20.5	LT							1 EA
ED 4+99	20.5	ED 5+24.8	20.5	LT			26 LF				
ED 5+24.8	20.5	ED 6+39.8	20.5	LT		115 LF					
ED 5+26.8	20.5	ED 6+37.8	20.5	LT				111 LF			
ED 6+39.8	20.5	ED 6+72	20.5	LT			32 LF				
ED 6+72	20.5	ED 7+95	20.5	LT					123 LF		
ED 7+95	20.5	ED 8+16	28.3	LT							1 EA
ED 3+75	22.8	ED 3+96	15.0	RT							1 EA
ED 3+96	15.0	ED 4+48	15.0	RT					52 LF		
ED 4+48	15.0	ED 4+93	15.0	RT						45 LF	
ED 4+93	15.0	ED 5+24.8	15.0	RT			32 LF				
ED 5+24.8	15.0	ED 6+39.8	15.0	RT	115 LF						
ED 5+26.8	15.0	ED 6+37.8	15.0	RT				111 LF			
ED 6+39.8	15.0	ED 6+72	15.0	RT			32 LF				
ED 6+72	15.0	ED 7+95	15.0	RT					123 LF		
ED 7+95	15.0	ED 8+16	22.8	RT							1 EA
					115 LF	115 LF	122 LF	222 LF	351 LF	45 LF	6 EA

AFFIX SEAL: GREENMAN - PEDERSEN, INC. ON: DECEMBER 2, 2013

ALTERED BY: ON:

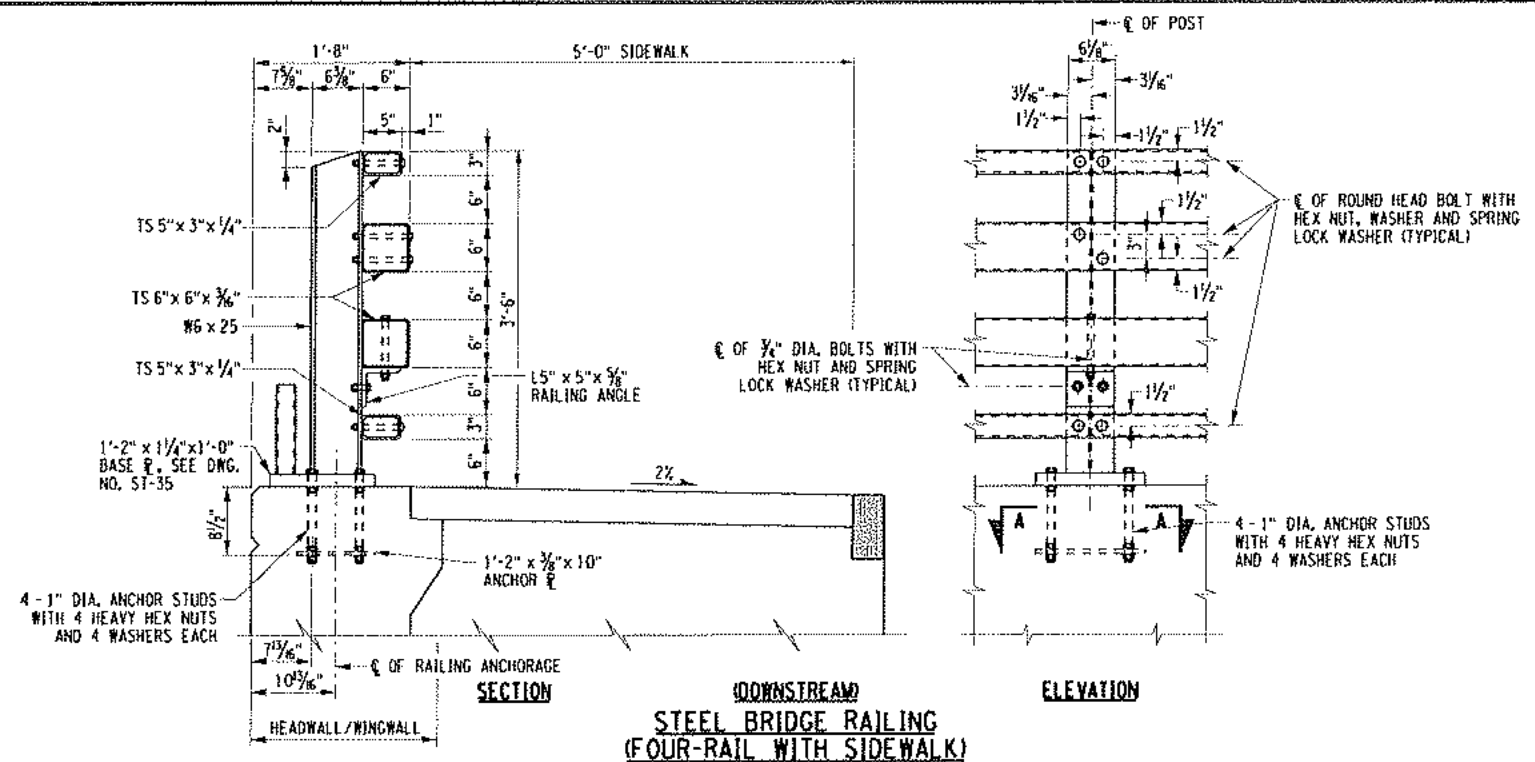
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GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE.	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	OVER THE LACHUTE RIVER				APPROACH RAILING PLAN	DRAWING NO. ST-29
	TOWN OF TICONDEROGA					SHEET NO. 64 OF 75
	COUNTY: ESSEX	DATE: DECEMBER 2013				

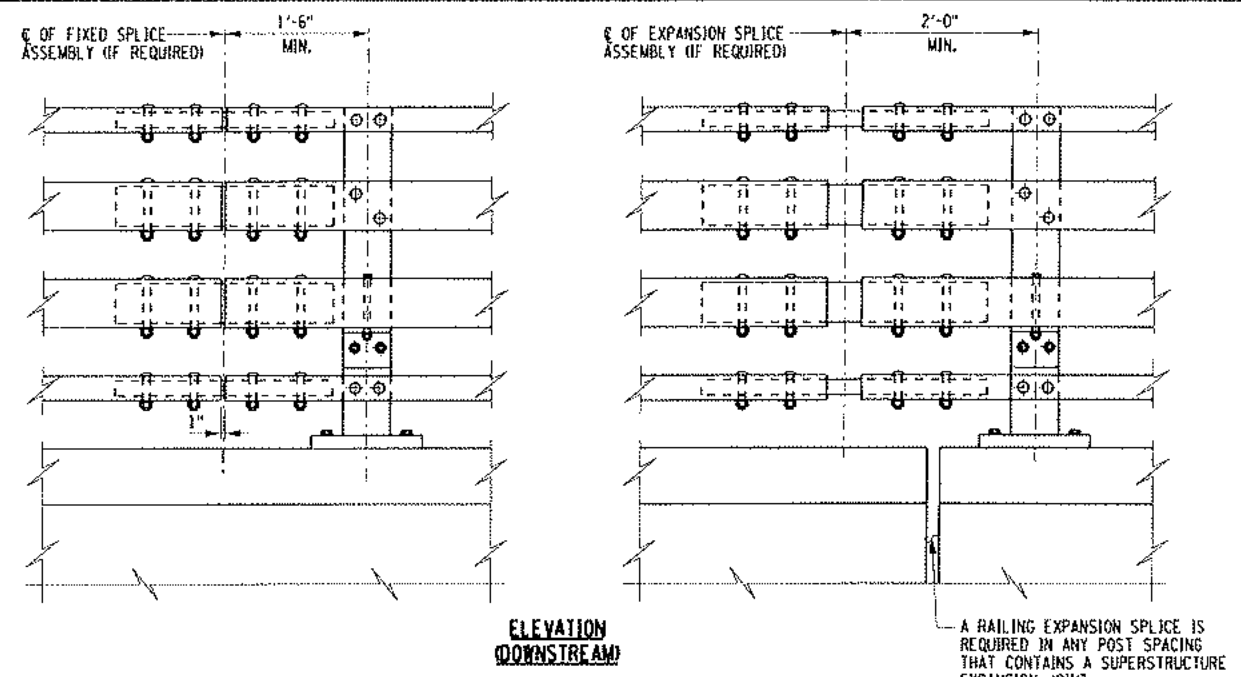
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DOCUMENT NAME: 175760.CPB.RLG

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 CHECK JT/WH  
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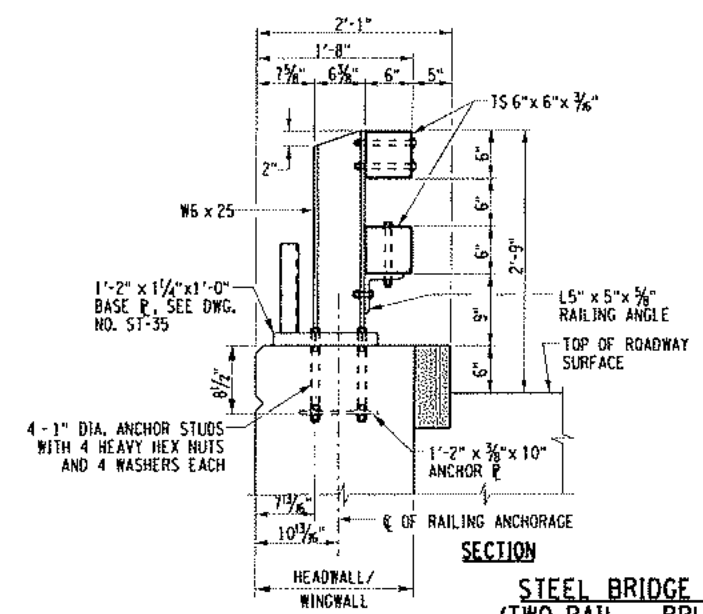


**STEEL BRIDGE RAILING  
(FOUR-RAIL WITH SIDEWALK)**  
SCALE: NONE

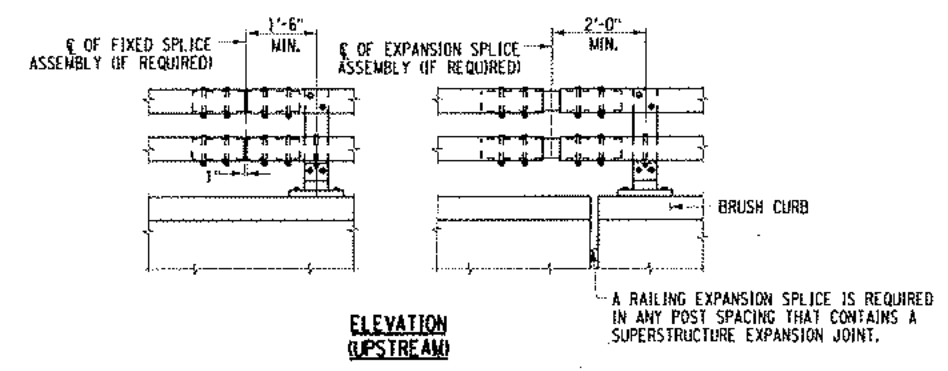


**STEEL BRIDGE RAILING SPLICE DETAILS  
(FOUR-RAIL WITH SIDEWALK)**  
SCALE: NONE

A RAILING EXPANSION SPLICE IS REQUIRED IN ANY POST SPACING THAT CONTAINS A SUPERSTRUCTURE EXPANSION JOINT.

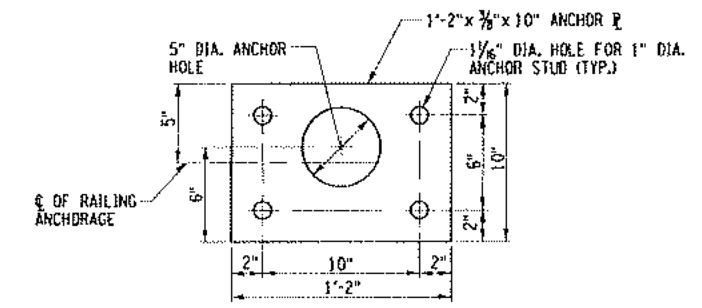


**STEEL BRIDGE RAILING  
(TWO-RAIL - BRUSH CURB)**  
SCALE: NONE



**STEEL BRIDGE RAILING SPLICE DETAILS  
(TWO-RAIL - BRUSH CURB)**  
SCALE: NONE

A RAILING EXPANSION SPLICE IS REQUIRED IN ANY POST SPACING THAT CONTAINS A SUPERSTRUCTURE EXPANSION JOINT.

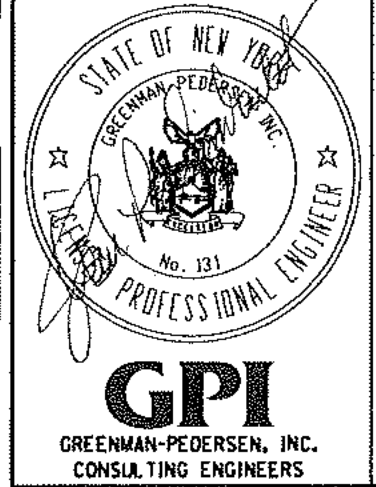


**SECTION A-A**  
SCALE: NONE

**GENERAL NOTES:**

1. ALL RAILING IS TO BE FABRICATED AND ERECTED ACCORDING TO SECTION 568 OF THE STANDARD SPECIFICATIONS.
2. PRIOR TO GALVANIZING THE ASSEMBLED POST, GRIND ALL EDGES TO A MINIMUM RADIUS 1/16\".
3. BOLTS SHALL BE TORQUED SNUG TIGHT (APPROXIMATELY 100 FT-LB).
4. DETAILS ON THE DRAWINGS LABELED AS "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.
5. FOR SECTION A-A, SEE THIS SHEET.
6. FOR TRANSITION DETAILS, SEE DWG. NOS. ST-30, ST-31 AND ST-32.

AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
ON: DECEMBER 2, 2013  
ALTERED BY: ON:

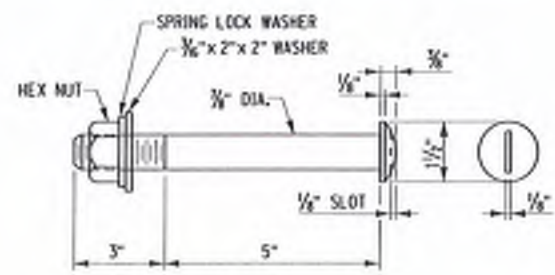


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	COUNTY: ESSEX	DATE: DECEMBER 2013	BRIDGE RAILING DETAILS SHEET 1 OF 6			DRAWING NO. ST-30 SHEET NO. 65 OF 75

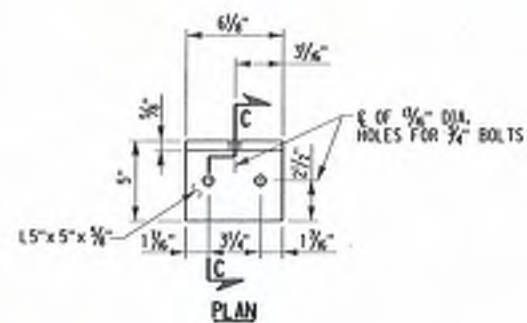
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NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPB\_RLG-DTL-1

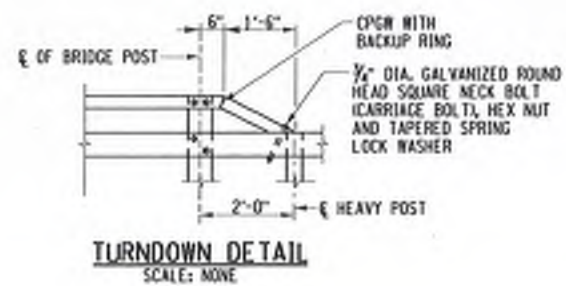
PROJECT MANAGER: CC  
 CHECK: CC/DT  
 DRAFTING: FC  
 CHECK: JT/AM  
 DESIGN: SC/DT  
 JOB MANAGER: CC/JS  
 DESIGN SUPERVISOR: FM



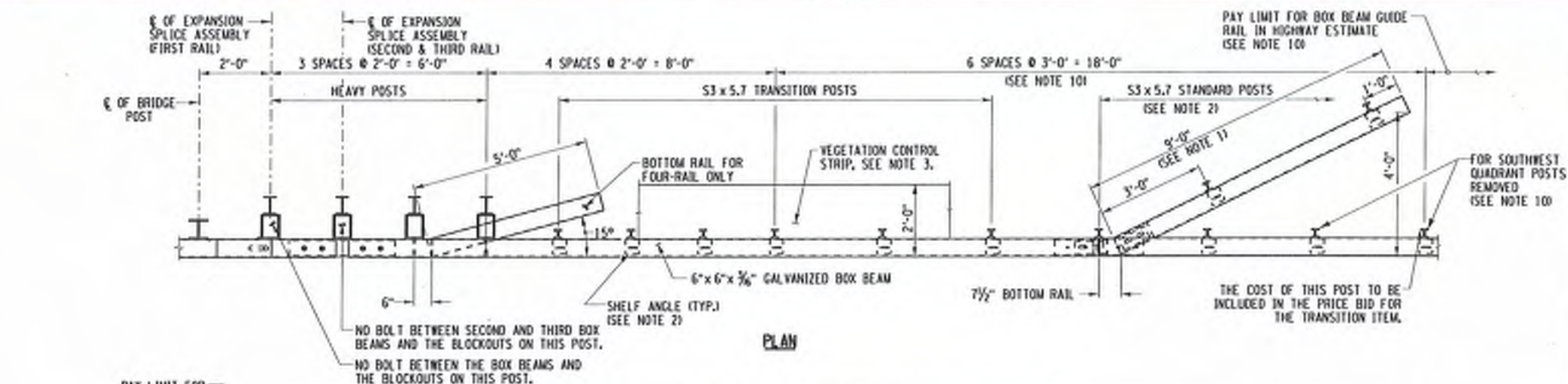
**ROUND HEAD BOLT**  
 SCALE: NONE



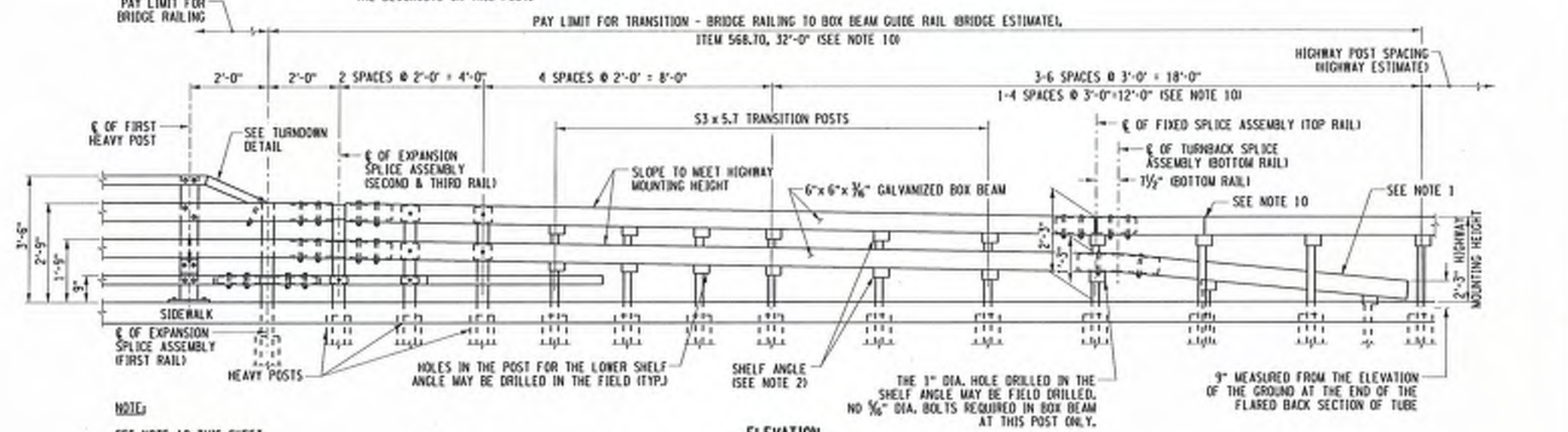
**RAILING ANGLE DETAILS**  
 SCALE: NONE



**TURNDOWN DETAIL**  
 SCALE: NONE

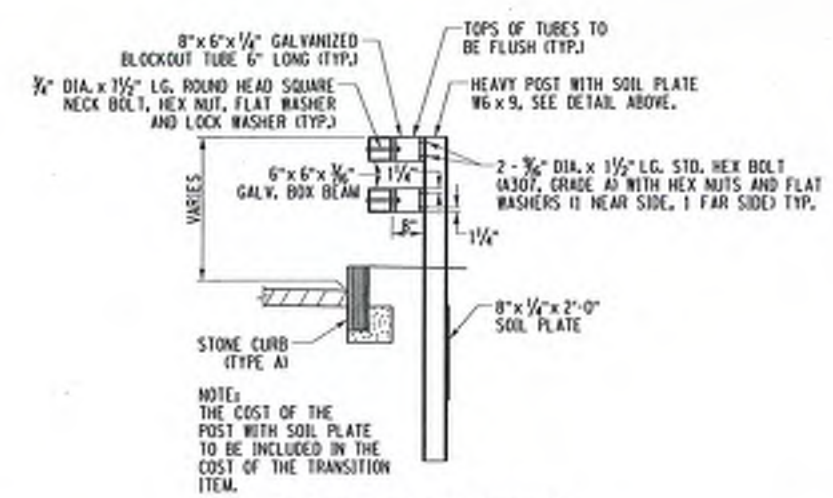


**PLAN**



**ELEVATION**

**STEEL BRIDGE RAILING TO BOX BEAM GUIDE RAIL TRANSITION - FOUR RAIL**  
 SCALE: NONE



**HEAVY POST ELEVATION**  
 SCALE: NONE

**GENERAL NOTES:**

1. 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.
2. SEE TYPICAL RAIL TO POST CONNECTION DETAIL ON CURRENT HIGHWAY STANDARD SHEET TITLED "BOX BEAM GUIDE RAIL".
3. PAVE THE VEGETATION CONTROL STRIP WITH THE SAME MATERIAL AS IN THE PAVED SHOULDER. PAYMENT WILL BE MADE UNDER THE PAVED SHOULDER ITEM.
4. DETAILS ON THE DRAWINGS LABELED AS "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.
5. FOR SPLICE ASSEMBLY DETAILS, SEE DWG. NO. ST-34.
6. FOR TURN BACK SPLICE DETAILS, SEE THIS SHEET.
7. FOR CURB AND SHOULDER TREATMENT DETAILS, SEE CURRENT BD-AD SERIES SHEETS.
8. FOR ELEVATION MATCH LINES, SEE DWG. NO. ST-33.
9. IF THE VEGETATION CONTROL STRIP MUST BE PLACED SEPARATE FROM SHOULDER PAVING OPERATION, PAYMENT WILL BE MADE AS INDICATED IN THE HIGHWAY DESIGN MANUAL, SECTION 10.2.2.4.
10. TRANSITION RAILING IN THE SOUTHWEST QUADRANT OFF END OF BEGIN LEFT U-WALL IS TO HAVE LAST 2 POSTS REMOVED AND LENGTH SHORTENED TO 26'-0".

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013  
 ALTERED BY: ON:



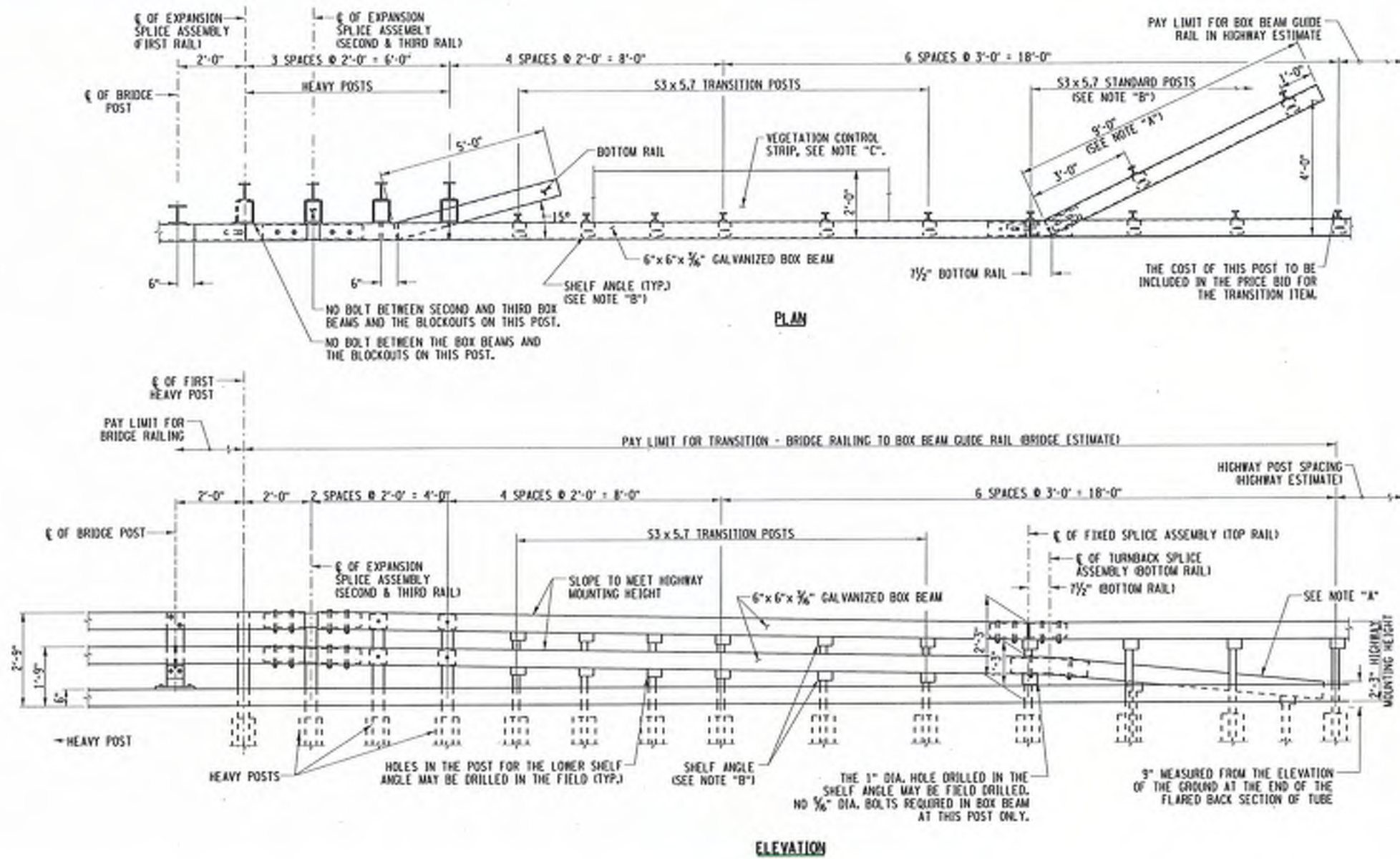
**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX DATE: DECEMBER 2013	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D053490
					BRIDGE RAILING DETAILS SHEET 2 OF 6	DRAWING NO. ST-31 SHEET NO. 66 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPB\_RLG-DTL-2

PROJECT MANAGER DC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/AM  
 DESIGN CC/DT  
 JOB MANAGER DC/JS  
 DESIGN SUPERVISOR FM



**STEEL BRIDGE RAILING TO BOX BEAM  
 GUIDE RAIL TRANSITION - TWO RAIL**  
 SCALE: NONE

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 ON:



**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS  
 DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE,  
 OVER THE LACONTE RIVER  
 TOWN OF TICONDEROGA  
 COUNTY: ESSEX DATE: DECEMBER 2013

PIN 1757.60

BRIDGES  
 3-30252-0

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

CONTRACT NUMBER

0033490

BRIDGE RAILING DETAILS  
 SHEET 3 OF 6

DRAWING NO. ST-32

SHEET NO. 67 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1

DOCUMENT NAME: 175760.CPB.RLG-DTL-3

PROJECT MANAGER CC

CHECK CC/DT

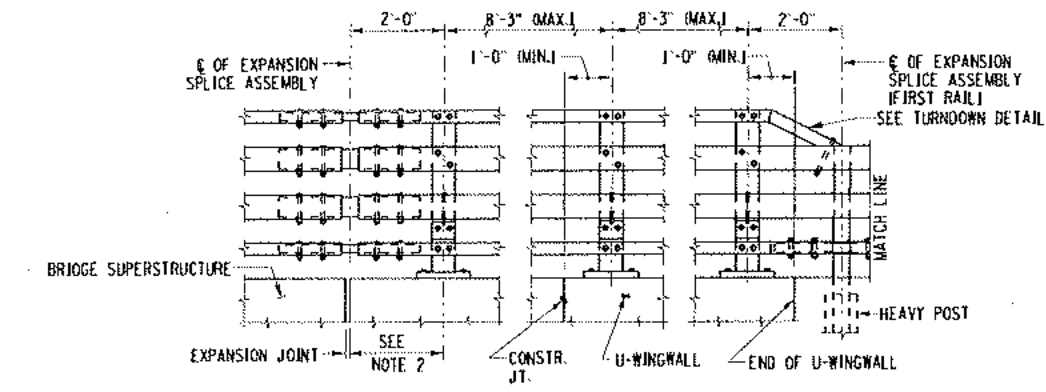
DRAFTING FC

CHECK JT/AH

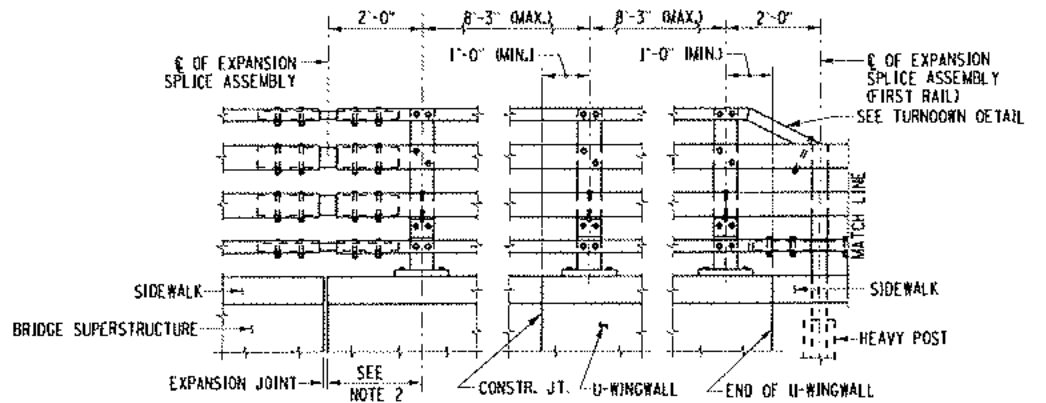
DESIGN CC/DT

JOB MANAGER CC/AJS

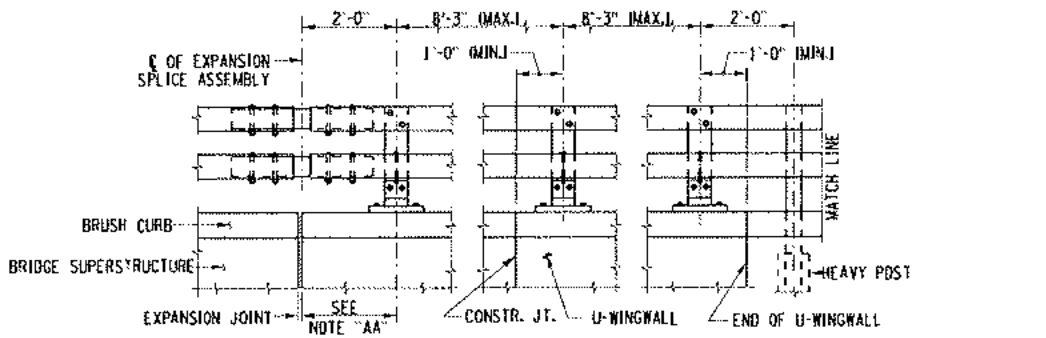
DESIGN SUPERVISOR FM



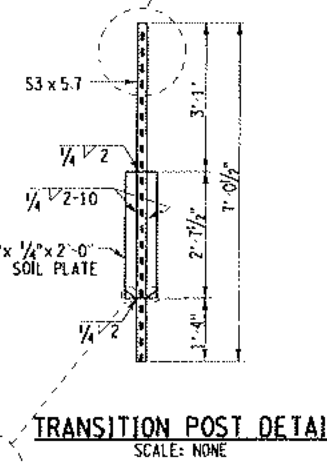
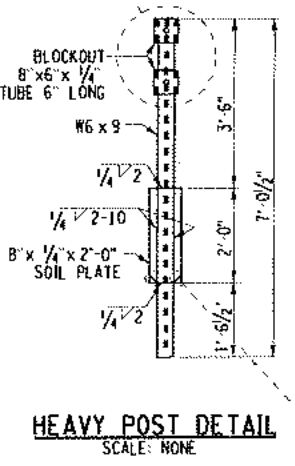
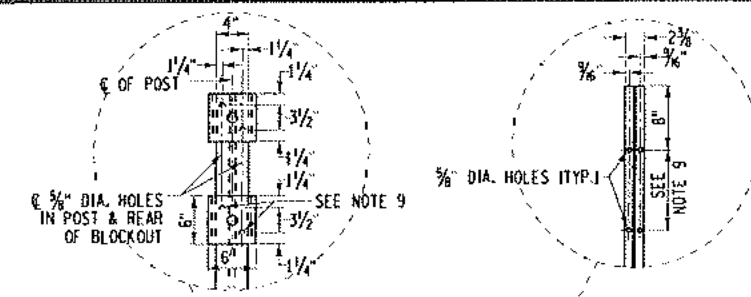
**ELEVATION MATCH LINE FOUR-RAIL - CURB ON U-WINGWALL**  
SCALE: NONE



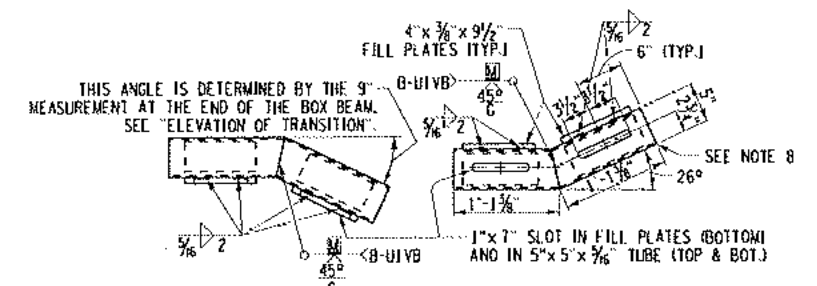
**ELEVATION MATCH LINE FOUR-RAIL - SIDEWALK ON U-WINGWALL**  
SCALE: NONE



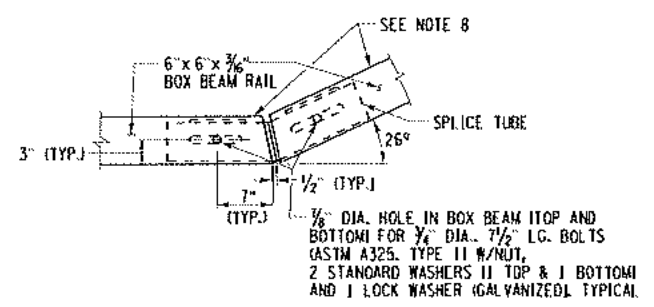
**ELEVATION MATCH LINE TWO-RAIL - BRUSH CURB ON U-WINGWALL**  
SCALE: NONE



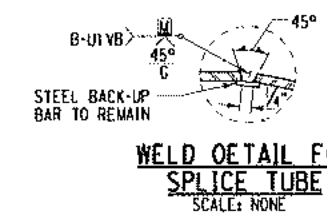
PERMISSIBLE TO CUT ALONG THIS LINE FOR DRIVING (TYPICAL ON ALL GUIDE RAIL POSTS)



**SPLICE TUBE DETAIL FOR TURN BACK**  
SCALE: NONE



**SPLICE DETAIL AT TURN BACK IN LOWER TRANSITION GUIDE RAIL**  
SCALE: NONE



**WELD DETAIL FOR SPLICE TUBE**  
SCALE: NONE

**NOTES:**

1. (E) DENOTES EPOXY COATED BARS.
2. THE MINIMUM DISTANCE FROM THE POST TO AN EXPANSION JOINT SHALL BE DETERMINED BY THE MINIMUM EDGE DISTANCE OF 5" FROM ANY ANCHOR STUD TO THE END OF THE SLAB, OR TO THE EXPANSION JOINT RECESS POUR. IF ONE IS USED, ON PRESTRESSED CONCRETE BRIDGES, THE POST SHALL BE LOCATED TO MINIMIZE ANCHOR PLATE/END BLOCK REINFORCEMENT CONFLICTS. POST SPACING SHALL BE ADJUSTED ACCORDINGLY.
3. DETAILS ON THE DRAWINGS LABELED AS "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.
4. FOR SPLICE DETAILS, SEE DWG. NO. ST-34.
5. FOR TURN DOWN DETAILS, SEE DWG. NO. ST-31.
6. PROTRUSIONS CAUSED BY WELDING OR GALVANIZING ARE NOT PERMITTED ON THE ADJOINING SURFACES OF THE BOX BEAM RAILS, SPLICE TUBES AND FILL PLATES.
7. THESE SPLICE DETAILS SHALL BE USED ON ANY RAIL CONFIGURATION THAT REQUIRES THE FLARED TRANSITION.
8. PROTRUSIONS CAUSED BY WELDING OR GALVANIZING ARE NOT PERMITTED ON THE ADJOINING SURFACES OF THE BOX BEAM RAILS, SPLICE TUBES AND FILL PLATES.
9. 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 T19-01.

AFFIX SEAL: GREENMAN - PEDERSEN, INC. ON: DECEMBER 2, 2013  
 ALTERED BY: ON:



**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS  
DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE CLK DRIVE (TOWER AVENUE) BRIDGE,  
OVER THE LACHTUTE RIVER  
TOWN OF TICONGEROGA  
COUNTY: ESSEX DATE: DECEMBER 2013

PIN 1757.60  
BRIDGES 3-3D252-0  
CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED  
BRIDGE RAILING DETAILS  
SHEET 4 OF 6

CONTRACT NUMBER 0033490  
DRAWING NO. ST-33  
SHEET NO. 68 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPB.RLG-DTL-4



PROJECT MANAGER CC

CHECK CC/DT

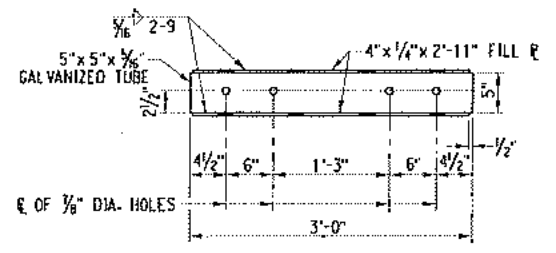
DRAFTING FC

CHECK JT/AMH

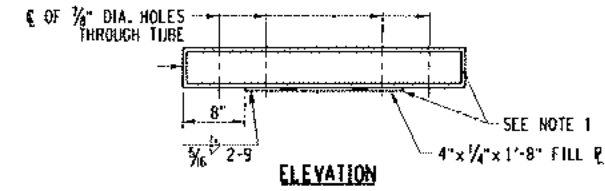
DESIGN CC/DT

JOB MANAGER CC/JS

DESIGN SUPERVISOR FM

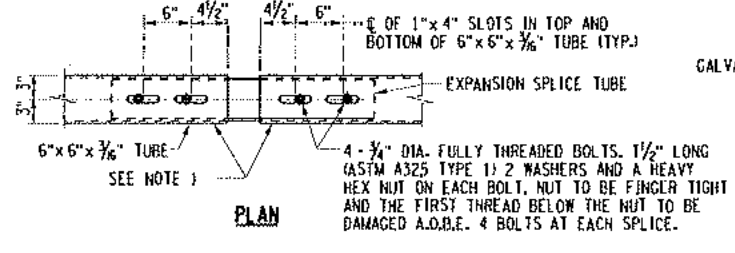


PLAN

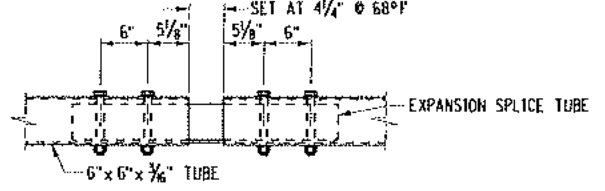


ELEVATION

EXPANSION SPLICE TUBE  
SCALE: NONE

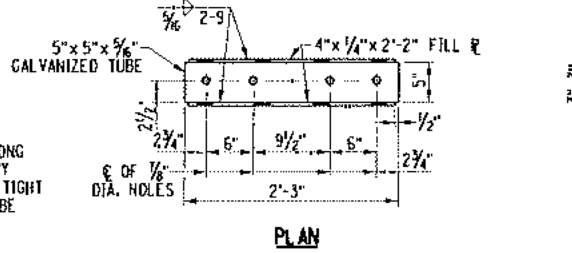


PLAN

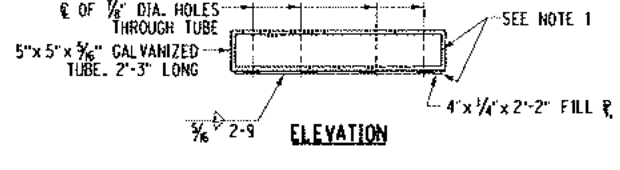


ELEVATION

EXPANSION SPLICE ASSEMBLY  
SCALE: NONE

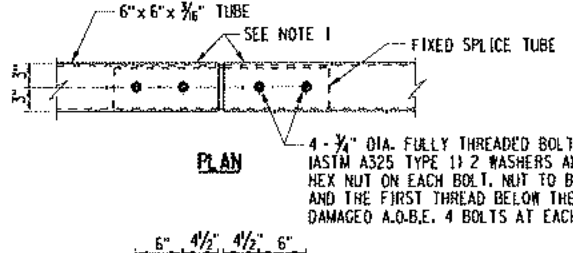


PLAN

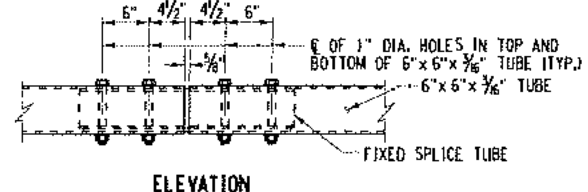


ELEVATION

FIXED SPLICE TUBE  
SCALE: NONE

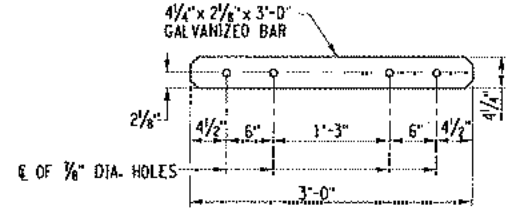


PLAN

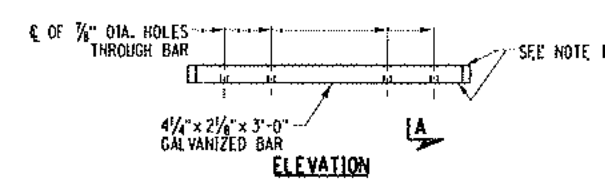


ELEVATION

FIXED SPLICE ASSEMBLY  
SCALE: NONE

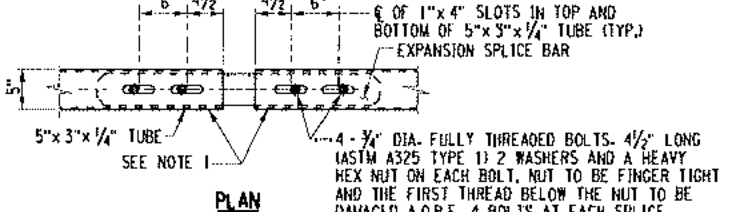


PLAN

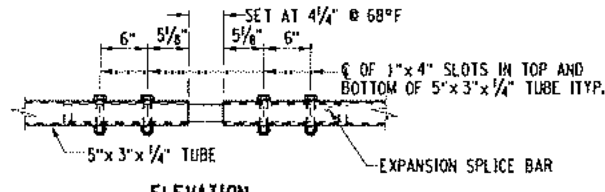


ELEVATION

EXPANSION SPLICE BAR  
SCALE: NONE

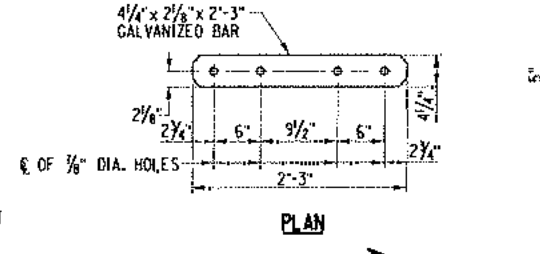


PLAN

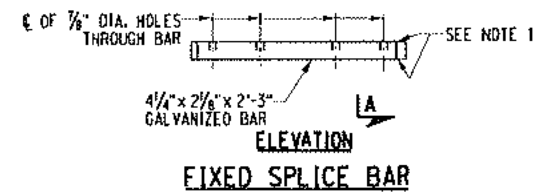


ELEVATION

EXPANSION SPLICE ASSEMBLY  
SCALE: NONE

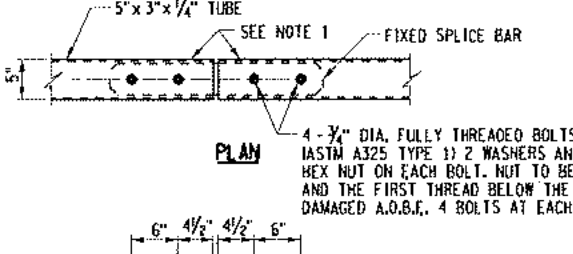


PLAN

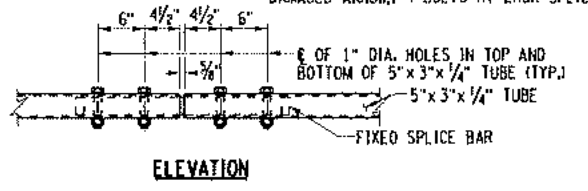


ELEVATION

FIXED SPLICE BAR  
SCALE: NONE

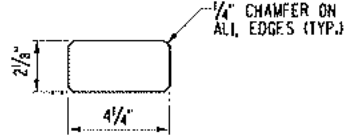


PLAN



ELEVATION

FIXED SPLICE ASSEMBLY  
SCALE: NONE



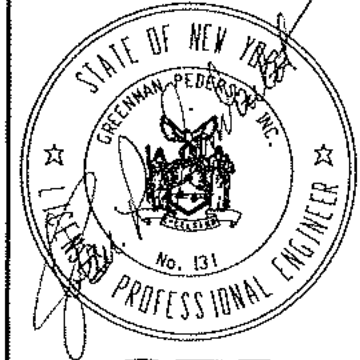
SECTION A-A  
SCALE: NONE

GENERAL NOTES:

1. PROTRUSIONS CAUSED BY WELDING OR GALVANIZING ARE NOT PERMITTED ON THE ADJOINING SURFACES OF THE BOX BEAM RAILS, SPLICE TUBES AND FILL PLATES.
2. DETAILS ON THE DRAWINGS LABELED AS "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.

AFFIX SEAL: GREENMAN - PEDERSEN, INC. ON: DECEMBER 2, 2013

ALTERED BY: ON:



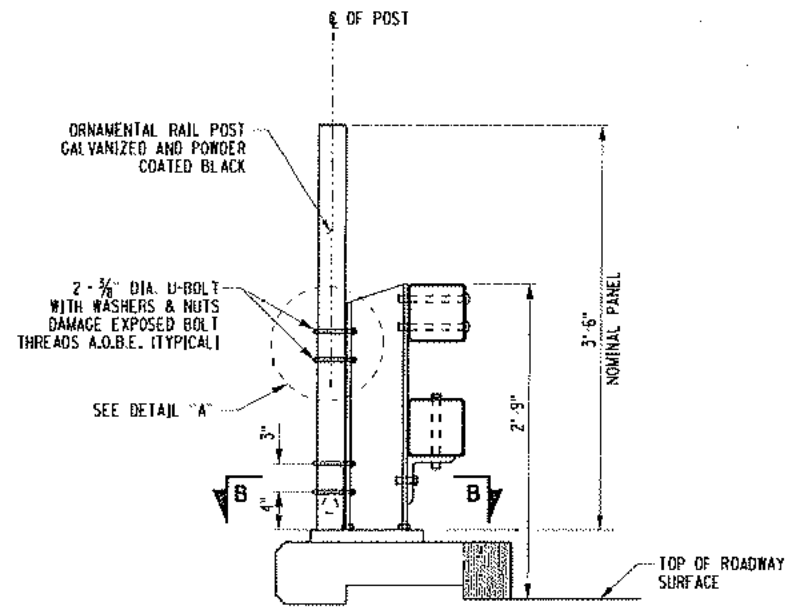
GPI GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE, OVER THE LACHTUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
					BRIDGE RAILING DETAILS SHEET 5 OF 6	DRAWING NO. ST-34 SHEET NO. 69 OF 75

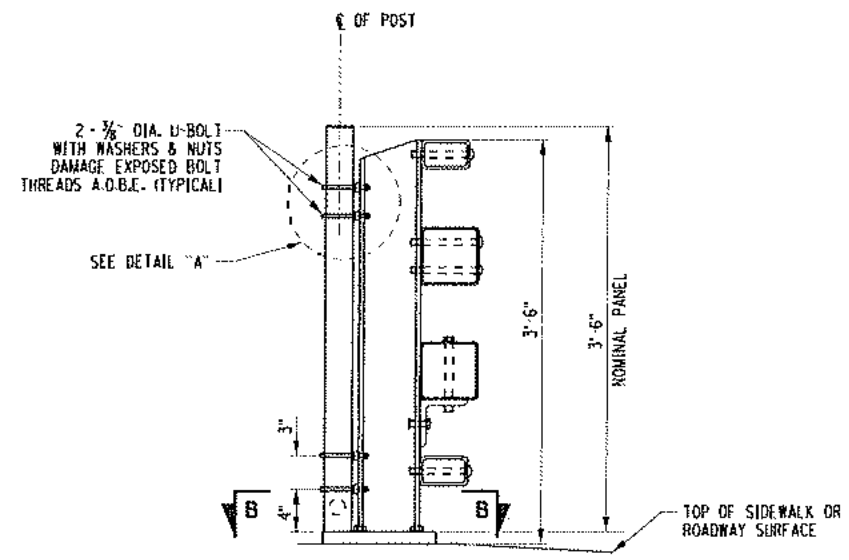
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, 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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175760.CPB.RLC-OTL-5

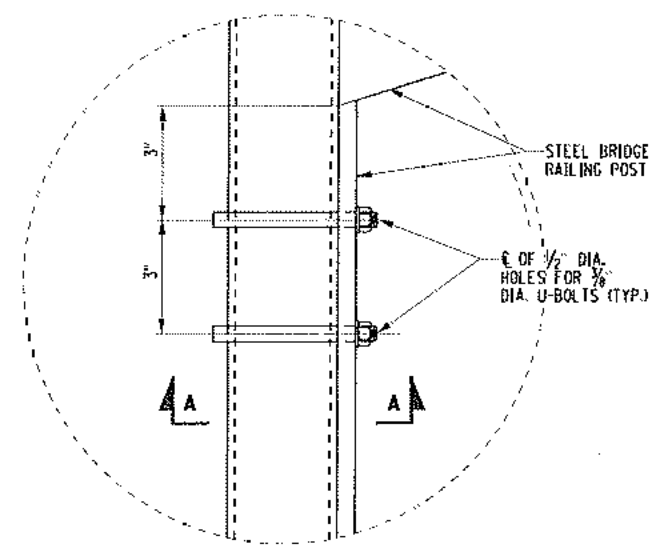
PROJECT MANAGER CC  
 CHECK CC/DT  
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 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM



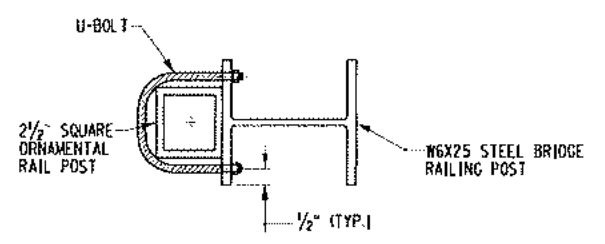
**TYPICAL SECTION**  
**PEDESTRIAN FENCE POST ATTACHMENT TO TWO-RAIL RAILING**  
 SCALE: NONE



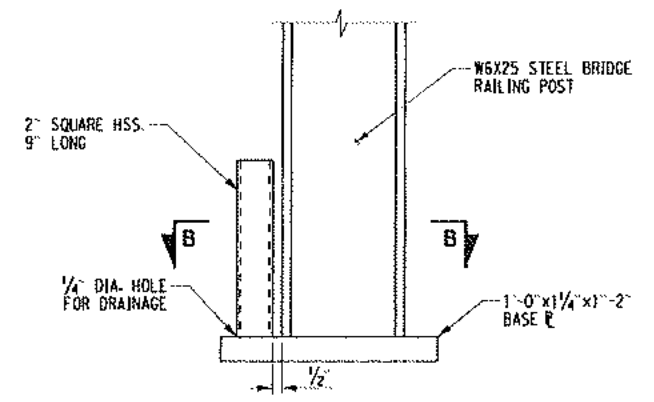
**TYPICAL SECTION**  
**PEDESTRIAN FENCE POST ATTACHMENT TO FOUR-RAIL RAILING**  
 SCALE: NONE



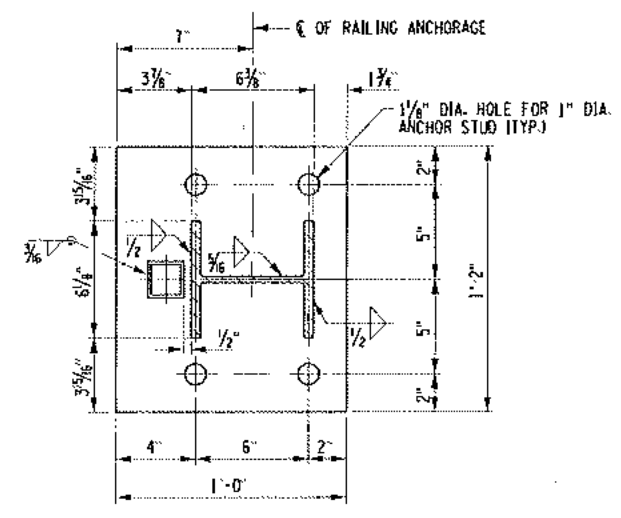
**DETAIL "A"**  
 SCALE: NONE



**SECTION A-A**  
 SCALE: NONE



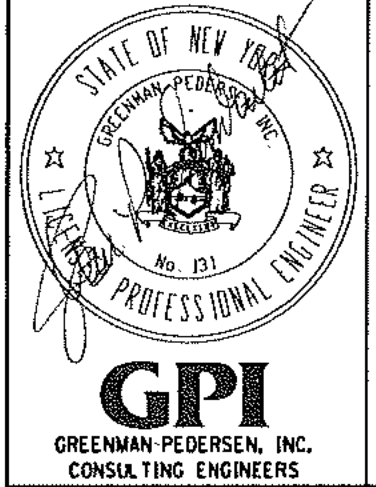
**MODIFIED BASE PLATE ELEVATION**  
 SCALE: NONE



**SECTION B-B**  
 SCALE: NONE

**NOTES:**  
 1. DETAILS ON THE DRAWINGS LABELED AS "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.

AFFIX SEAL - GREENMAN - PEDERSEN, INC.  
 ON: DECEMBER 2, 2013  
 ALTERED BY: ON:



AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX	PIN 1757.60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
					BRIDGE RAILING DETAILS SHEET 6 OF 6	DRAWING NO. ST-35 SHEET NO. 70 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPB\_RLG-DTL-6

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/WH  
 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM

**END ABUTMENT, PLACEMENT 1**

MARK	NO.	SIZE	LENGTH	TYPE	WEIGHT	A	B	C	D	E	F	G	H/H1	H2	J	K/K1	K2	L	O	R	REMARKS	
5EE01	42	5	12'-0"	STR.	525.7																	
5EE02	9	5	40'-6"	STR.	380.2																	
9EE03	60	9	16'-6 1/2"	17	3376.2		1'-7"	10'-11 1/2"	4'-0"													
9EE04	60	9	16'-6 1/2"	23	3380.3	1'-7"	9'-8 3/4"	1'-4 3/4"	0'-0"	0'-0"	1'-0"	2'-10"	1'-0"	0'-0"		1'-0"	0'-0"					
5EE05	41	5	8'-1"	12	345.7	0'-0"	0'-10"	3'-6"	3'-9"													
5EE06	26	5	10'-11"	2	295.9	0'-10"	10'-1"															
5EE07	9	5	40'-6"	STR.	380.2																	
5EE08	42	5	12'-0"	STR.	525.7																	

TOTAL FOR END ABUTMENT, PLACEMENT 1: 9209.9 LBS.

**BEGIN ABUTMENT, PLACEMENT 2**

MARK	NO.	SIZE	LENGTH	TYPE	WEIGHT	A	B	C	D	E	F	G	H/H1	H2	J	K/K1	K2	L	O	R	REMARKS	
5BE09	5	5	3'-9"	STR.	19.6																	MECHANICAL COUPLER AT ONE END
5BE10	5	5	9'-9"	12	50.8	0'-0"	0'-0"	7'-8"	2'-1"				1'-7 1/4"		0'-0"	1'-4"						
5BE11	7	5	3'-9"	STR.	27.4																	MECHANICAL COUPLER AT ONE END
5BE12	14	5	6'-1"	STR.	88.9																	LENGTH VARIES FROM 3'-4" TO 8'-10"
5BE13	7	5	6'-0 3/4"	17	42.4		2'-1"	1'-10 3/4"	2'-1"													
5BE14	6	5	6'-2"	17	38.6		2'-1"	2'-0"	2'-1"													
8BE15	10	8	3'-9"	STR.	100.1																	MECHANICAL COUPLER AT ONE END

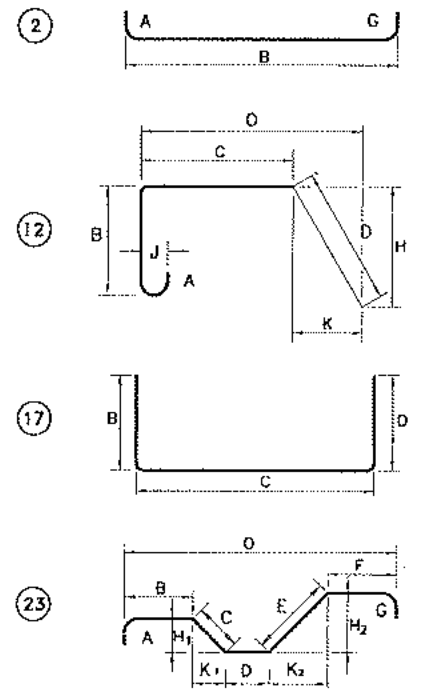
TOTAL FOR BEGIN ABUTMENT, PLACEMENT 2: 367.8 LBS.

**STEEL REINFORCEMENT NOTES:**

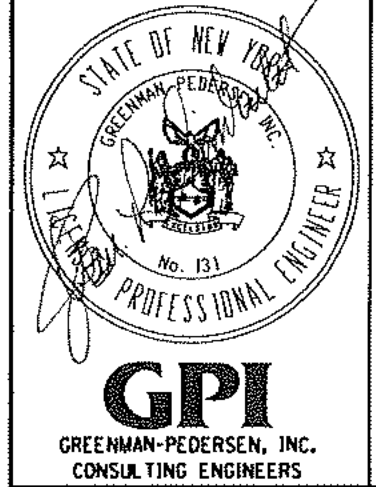
- UNLESS OTHERWISE DESIGNATED, ALL BAR REINFORCEMENT FOR CONCRETE IN SIZES UP TO AND INCLUDING NO. 18 SHALL CONFORM TO THE REQUIREMENTS OF THE "SPECIFICATIONS FOR DEFORMED BILLET-STEEL BARS FOR CONCRETE REINFORCEMENT". ASTM A615-06a. ALL BARS SHALL BE GRADE 60, UNLESS OTHERWISE DESIGNATED.
- FOR TYPICAL BENDING DETAILS, RECOMMENDED P.I.N. DIAMETER "D" OF BENDS/HOOKS AND OTHER STANDARD PRACTICES SEE ACI-318-05 & THE CONCRETE REINFORCING STEEL INSTITUTE (CRSI) "MANUAL OF STANDARD PRACTICES" (MSPI).
- BARS WHICH REQUIRE MORE ACCURATE BENDING THAN STANDARD PRACTICES SHOULD HAVE LIMITS INDICATED ON THE BARLIST.
- ALL DIMENSIONS ARE OUT TO OUT OF BAR EXCEPT "A" AND "G" ON STANDARD 180° AND 135° HOOKS.
- DIMENSIONS "A", "G" AND "J" ARE STANDARD BENDING DIMENSIONS PER EACH SIZE OF BAR. REFER TO C.R.S.I. - M.S.P. FOR DETAILS.
- WHERE SLOPE DIFFERS FROM 45°, DIMENSIONS "H" AND "K" MUST BE SHOWN ON BARLIST.
- Z - INDICATES BARS TO CUT TO FIT IN THE FIELD.
- ALL REINFORCING BARS SHALL BE FABRICATED AND EPOXY-COATED AND MEET THE REQUIREMENTS OF NYS DOT MATERIAL SPECIFICATION 709-04.
- FIELD CUT ENDS OF EPOXY-COATED REINFORCING STEEL SHALL BE REPAIRED AS PER SUBSECTION 556-3.03B1 OF THE N.Y.S. STANDARD SPECIFICATIONS. THE COST FOR THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 556-0202.
- ITEM FOR REINFORCING STEEL IS AS FOLLOWS: 556-0202 - EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES.

**STEEL REINFORCEMENT NOTES CONT.**

- BAR MARK IS AS FOLLOWS:  
 5 BE 03  
 5 - SEQUENTIAL BAR NUMBER.  
 BE - INDICATES BAR COATING (E=EPOXY-COATED)  
 03 - INDICATES BAR LOCATION (IE. B-BEGIN ABUTMENT, E=END ABUTMENT)  
 0 - INDICATES BAR SIZE (IE. 5,6,7,ETC.)
- BAR MARKS SHOULD NORMALLY INCREASE IN SEQUENTIAL NUMBER AND SIZE FROM SMALLEST TO LARGEST AT EACH LOCATION.
- "Z" - INDICATES BAR MARK IS OUT OF SEQUENCE.



AFFIX SEAL: GREENMAN - PEDERSEN, INC. ON: DECEMBER 2, 2013  
 ALTERED BY: ON:



AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE OVER THE LACHUTE RIVER TOWN OF TICONDEROGA COUNTY: ESSEX	PIN 1757-60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	DATE: DECEMBER 2013				BEGIN ABUTMENT BAR LIST-1	DRAWING NO. ST-36 SHEET NO. 71 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPB.TBL.BAR-1

PROJECT MANAGER CC  
 CHECK CC/DI  
 DRAFTING FC  
 CHECK JT/AM  
 DESIGN CC/DI  
 DESIGN SUPERVISOR FM

**BEGIN ABUTMENT, PLACEMENT 3**

MARK	NO.	SIZE	LENGTH	TYPE	WEIGHT	A	B	C	D	E	F	G	H/H1	H2	J	K/K1	K2	L	O	R	REMARKS	
5BE09	5	5	3'-9"	STR.	19.6																	
5BE10	5	5	9'-9"	12	50.8	0'-0"	0'-0"	7'-8"	2'-1"				1'-7 1/4"		0'-0"	1'-4"			9'-0"			
5BE11	7	5	3'-9"	STR.	27.4																	MECHANICAL COUPLER AT ONE END
5BE12	14	5	6'-1"	STR.	88.9																	LENGTH VARIES FROM 3'-4" TO 8'-10"
5BE13	7	5	6'-03/4"	17	42.4		2'-1"	1'-10 3/4"	2'-1"													
5BE14	6	5	6'-2"	17	38.6		2'-1"	2'-0"	2'-1"													
8BE15	10	8	3'-9"	STR.	100.1																	MECHANICAL COUPLER AT ONE END
TOTAL FOR BEGIN ABUTMENT, PLACEMENT 3:					367.8	LBS.																

**BEGIN ABUTMENT, PLACEMENT 4**

MARK	NO.	SIZE	LENGTH	TYPE	WEIGHT	A	B	C	D	E	F	G	H/H1	H2	J	K/K1	K2	L	O	R	REMARKS	
5BE16	10	5	33'-2"	STR.	346.0																	ONE END TO BE THREADED INTO MECHANICAL COUPLER
5BE17	14	5	33'-2"	STR.	484.4																	ONE END TO BE THREADED INTO MECHANICAL COUPLER
8BE18	10	8	11'-7"	STR.	309.2																	ONE END TO BE THREADED INTO MECHANICAL COUPLER
8BE19	10	8	23'-2"	STR.	618.4																	ONE END TO BE THREADED INTO MECHANICAL COUPLER
TOTAL FOR BEGIN ABUTMENT, PLACEMENT 4:					1758.0	LBS.																

**BEGIN ABUTMENT, PLACEMENT 5**


MARK	NO.	SIZE	LENGTH	TYPE	WEIGHT	A	B	C	D	E	F	G	H/H1	H2	J	K/K1	K2	L	O	R	REMARKS	
6BE20	41	6	3'-10"	17	235.9		1'-9"	1'-6"	0'-7"													
6BE21	5	6	39'-6"	STR.	296.7																	
TOTAL FOR BEGIN ABUTMENT, PLACEMENT 5:					532.6	LBS.																

**END ABUTMENT, PLACEMENT 1**

MARK	NO.	SIZE	LENGTH	TYPE	WEIGHT	A	B	C	D	E	F	G	H/H1	H2	J	K/K1	K2	L	O	R	REMARKS	
5EE01	42	5	12'-0"	STR.	525.7																	
5EE02	9	5	40'-6"	STR.	380.2																	
9EE03	60	9	16'-6 1/2"	17	3376.2		1'-7"	10'-11 1/2"	4'-0"													
9EE04	60	9	16'-6 1/2"	23	3380.3	1'-7"	9'-8 3/4"	1'-4 3/4"	0'-0"	0'-0"	1'-0"	2'-10"	1'-0"	0'-0"		1'-0"	0'-0"					
5EE05	41	5	8'-1"	12	345.7	0'-0"	0'-10"	3'-6"	3'-9"				2'-4 1/8"		0'-0"	2'-10 5/8"			6'-4 5/8"			
5EE06	26	5	10'-11"	2	295.9	0'-10"	10'-1"					0'-0"										
5EE07	9	5	40'-6"	STR.	380.2																	
5EE08	42	5	12'-0"	STR.	525.7																	
TOTAL FOR END ABUTMENT, PLACEMENT 1:					9209.9	LBS.																

AFFIX SEAL: GREENMAN - PEDERSEN, INC  
 ON: DECEMBER 2, 2013

ALTERED BY:  
 ON:



**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE. OVER THE LACHUTE RIVER TOWN OF TICONDEROGA	PIN 1757-60	BRIDGES 3-30252-0	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER D033490
	COUNTY: ESSEX	DATE: DECEMBER 2013			BEGIN ABUTMENT & END ABUTMENT BAR LIST-2	DRAWING NO. ST-37 SHEET NO. 72 OF 75

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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
 DOCUMENT NAME: 175760.CPB.TBL.BAR-2

PROJECT MANAGER CC  
 CHECK CC/DT  
 DRAFTING FC  
 CHECK JT/AH  
 DESIGN CC/DT  
 JOB MANAGER CC/JS  
 DESIGN SUPERVISOR FM

END ABUTMENT, PLACEMENT 2

MARK	NO.	SIZE	LENGTH	TYPE	WEIGHT	A	B	C	D	E	F	G	H/H1	H2	J	K/K1	K2	L	O	R	REMARKS	
5EE09	6	5	3'-9"	STR.	23.5																	MECHANICAL COUPLER AT ONE END
5EE10	5	5	12'-1"	12	63.0	0'-0"	0'-0"	10'-0"	2'-1"				1'-7 1/8"		0'-0"	1'-3"				11'-1 1/2"		
5EE11	8	5	3'-9"	STR.	31.3																	MECHANICAL COUPLER AT ONE END
5EE12	18	5	6'-10"	STR.	128.3																	LENGTH VARIES FROM 3'-4" TO 10'-4"
5EE13	9	5	6'-0 3/4"	17	56.9		2'-1"	1'-10 3/4"	2'-1"													
5EE14	7	5	6'-2"	17	45.0		2'-1"	2'-0"	2'-1"													
8EE15	10	8	3'-9"	STR.	100.1																	MECHANICAL COUPLER AT ONE END
TOTAL FOR END ABUTMENT, PLACEMENT 2:					448.1	LBS.																

END ABUTMENT, PLACEMENT 3

MARK	NO.	SIZE	LENGTH	TYPE	WEIGHT	A	B	C	D	E	F	G	H/H1	H2	J	K/K1	K2	L	O	R	REMARKS	
5EE09	6	5	3'-9"	STR.	23.5																	MECHANICAL COUPLER AT ONE END
5EE10	5	5	12'-1"	12	63.0	0'-0"	0'-0"	10'-0"	2'-1"				1'-7 1/8"		0'-0"	1'-3"				11'-1 1/2"		
5EE11	8	5	3'-9"	STR.	31.3																	MECHANICAL COUPLER AT ONE END
5EE12	18	5	6'-10"	STR.	128.3																	LENGTH VARIES FROM 3'-4" TO 10'-4"
5EE13	9	5	6'-0 3/4"	17	56.9		2'-1"	1'-10 3/4"	2'-1"													
5EE14	7	5	6'-2"	17	45.0		2'-1"	2'-0"	2'-1"													
8EE15	10	8	3'-9"	STR.	100.1																	MECHANICAL COUPLER AT ONE END
TOTAL FOR END ABUTMENT, PLACEMENT 3:					448.1	LBS.																

END ABUTMENT, PLACEMENT 4

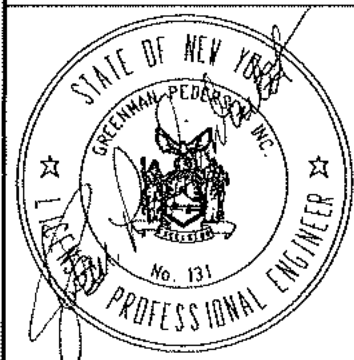
MARK	NO.	SIZE	LENGTH	TYPE	WEIGHT	A	B	C	D	E	F	G	H/H1	H2	J	K/K1	K2	L	O	R	REMARKS	
5EE16	12	5	33'-2"	STR.	415.2																	ONE END TO BE THREADED INTO MECHANICAL COUPLER
5EE17	16	5	33'-2"	STR.	553.6																	ONE END TO BE THREADED INTO MECHANICAL COUPLER
8EE18	10	8	11'-7"	STR.	309.2																	ONE END TO BE THREADED INTO MECHANICAL COUPLER
8BE19	10	8	23'-2"	STR.	618.4																	ONE END TO BE THREADED INTO MECHANICAL COUPLER
TOTAL FOR END ABUTMENT, PLACEMENT 4:					1896.4	LBS.																

END ABUTMENT, PLACEMENT 5

MARK	NO.	SIZE	LENGTH	TYPE	WEIGHT	A	B	C	D	E	F	G	H/H1	H2	J	K/K1	K2	L	O	R	REMARKS	
6EE20	41	6	3'-10"	17	235.9		1'-9"	1'-6"	0'-7"													
6EE21	5	6	39'-6"	STR.	296.7																	
TOTAL FOR END ABUTMENT, PLACEMENT 5:					532.6	LBS.																

AFFIX SEAL: GREENMAN - PEDERSEN, INC.  
ON: DECEMBER 2, 2013

ALTERED BY:  
ON:



**GPI**  
GREENMAN-PEDERSEN, INC.  
CONSULTING ENGINEERS

AS-BUILT REVISIONS  
DESCRIPTION OF ALTERATIONS:

REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE.  
OVER THE LACHUTE RIVER  
TOWN OF TICONDEROGA  
COUNTY: ESSEX DATE: DECEMBER 2013

PIN 1757.60

BRIDGES  
3-30252-0

CULVERTS

ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED

END ABUTMENT  
BAR LIST-3

CONTRACT NUMBER

D033490

DRAWING NO. ST-38

SHEET NO. 73 OF 75

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.


NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1

DOCUMENT NAME: 175760\_CPB\_TBL-BAR-3

DESIGN SUPERVISOR F. MASTROIANNI  
 JOB MANAGER C. CORNWELL  
 DESIGN C. CORNWELL  
 CHECK F. MASTROIANNI  
 DRAFTING J. TENNIS  
 CHECK C. CORNWELL  
 PROJECT MANAGER C. CORNWELL

ITEM	ITEM DESCRIPTION	UNITS	QUANTITY	FINAL
201.07	CLEARING AND GRUBBING	ACRE	0.05	
202.120001	REMOVING EXISTING SUPERSTRUCTURES	LS	1	
202.19	REMOVAL OF SUBSTRUCTURES	CY	120	
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	1500	
203.03	EMBANKMENT IN PLACE	CY	1240	
203.07	SELECT GRANULAR FILL	CY	40	
203.21	SELECT STRUCTURE FILL	CY	1400	
206.01	STRUCTURE EXCAVATION	CY	3120	
206.0001	TRENCH AND CULVERT EXCAVATION	CY	275	
206.03	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION	LF	800	
206.05	TEST PIT EXCAVATION	EACH	5	
207.20	GEOTEXTILE BEDDING	SY	325	
209.1003	SEED AND MULCH - TEMPORARY	SY	690	
209.13	SILT FENCE-TEMPORARY	LF	1400	
209.1501	TURBIDITY CURTAIN - TEMPORARY	LF	165	
209.1703	DRAINAGE STRUCTURE INLET PROTECTION, PREFABRICATED-TEMPORARY	LF	42	
209.22	CONSTRUCTION ENTRANCE	SY	180	
211.11	GROUTED TIEBACKS (PERMANENT)	EACH	20	
304.12	SUBBASE COURSE, TYPE 2	CY	1125	
402.128202	12.5 F2 TOP COURSE HMA, 80 SERIES COMPACTION	TON	260	
402.128212	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.128202	QU	13	
402.198902	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	TON	340	
402.198912	PLANT PRODUCTION QUALITY ADJUSTMENT TO 402.198902	QU	17	
402.378902	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION	TON	510	
402.378912	PLANT PRODUCTION QUALITY ADJUSTMENT 402.378902	QU	26	
407.0102	DILUTED TACK COAT	GAL	320	
407.0103	STRAIGHT TACK COAT	GAL	10	
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	SY	170	
552.13	TEMPORARY STEEL SHEETING	SF	5665	
553.010001	COFFERDAMS (TYPE 1)	EACH	1	
553.010002	COFFERDAMS (TYPE 1)	EACH	1	

ITEM	ITEM DESCRIPTION	UNITS	QUANTITY	FINAL
555.08	FOOTING CONCRETE, CLASS HP	CY	150	
555.09	CONCRETE FOR STRUCTURES, CLASS HP	CY	205	
555.72010001	ARCHITECTURAL TREATMENT OF CONCRETE SURFACES	SF	1695	
556.0202	EPOXY-COATED BAR REINFORCEMENT FOR STRUCTURES	LB	22500	
560.13200007	REMOVE AND RESET STONE WALL	LF	25	
562.0101	REINFORCED CONCRETE SPAN UNITS	SY	401	
562.03	WING WALL WITH FOOTING	SY	73	
568.50	STEEL BRIDGE RAILING (TWO RAIL)	LF	115	
568.51	STEEL BRIDGE RAILING (FOUR RAIL)	LF	115	
568.70	TRANSITION BRIDGE RAILING	LF	122	
568.80010010	ORNAMENTAL PEDESTRIAN RAILING	LF	222	
570.09	ENVIRONMENTAL GROUND PROTECTION	LS	1	
570.10	ENVIRONMENTAL WATERWAY PROTECTION	LS	1	
595.50000018	SHEET-APPLIED WATERPROOFING MEMBRANE	SF	2290	
604.07	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES	EACH	2	
605.1001	UNDERDRAIN FILTER TYPE 2	CY	120	
605.1701	OPTIONAL UNDERDRAIN PIPE, 4 INCH DIAMETER	LF	1600	
606.10	BOX BEAM GUIDE RAILING	LF	360	
606.100002	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED)	LF	50	
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA	EACH	6	
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	CY	55	
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS, AND VEGETATION CONTROL STRIPS	TON	10	
608.020112	PLANT PRODUCTION QUALITY ADJUSTMENT TO 608.020102	QU	1	
608.21	EMBEDDED DETECTABLE WARNING UNITS	SY	15	
609.0203	STONE CURB, GRANITE, (TYPE C)	LF	845	
610.1402	TOPSOIL - ROADSIDE	CY	75	
610.1601	TURF ESTABLISHMENT - ROADSIDE	SY	230	
615.02060124	REMOVE, STORE AND RESET LANDSCAPE APPURTENANCE, TYPE 01	EACH	15	
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	1	
619.04	TYPE III CONSTRUCTION BARRICADE	EACH	10	
619.100301	INTERIM PAVEMENT MARKINGS, STRIPES (TRAFFIC PAINT)	LF	1520	

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELK DRIVE (TOWER AVENUE) BRIDGE,	PIN 1757.60	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER	
	OVER THE LACUTE RIVER		3-30252-0			0033490	
	TOWN OF TICONDEROGA					DRAWING NO. EQQ-1	
	COUNTY: ESSEX	DATE: DECEMBER 2013				SHEET NO. 74 OF 75	
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.						NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1 DOCUMENT NAME: 175759.CPH.EQQ-1	

**GPI**  
 GREENMAN-PEDERSEN, INC.  
 CONSULTING ENGINEERS

DESIGN SUPERVISOR F. MASTROIANNI  
 JOB MANAGER C. CORNWELL  
 DESIGN C. CORNWELL  
 CHECK F. MASTROIANNI  
 DRAFTING J. TENNIS  
 CHECK C. CORNWELL  
 PROJECT MANAGER C. CORNWELL

ITEM	ITEM DESCRIPTION	UNITS	QUANTITY	FINAL
619.1702	TEMPORARY CONCRETE BARRIER. (UNPINNED) WITH WARNING LIGHTS	LF	120	
620.04	STONE FILLING (MEDIUM)	CY	145	
625.01	SURVEY OPERATIONS	LS	1	
627.50140008	CUTTING PAVEMENT	LF	325	
637.03	CONCRETE CYLINDER CURING BOX	EACH	1	
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	MNTH	10	
637.34	OFFICE TECHNOLOGY AND SUPPLIES	DC	10000	
645.5101	GROUND-MOUNTED SIGN PANELS WITHOUT Z-BARS	SF	15	
645.5102	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS	SF	5	
645.5202	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS. HIGH-VISIBILITY SHEETING	SF	19	
645.81	TYPE A SIGN POSTS	EACH	14	
647.31	RELOCATE SIGN PANEL. SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)	EACH	3	
647.51	REMOVE AND DISPOSE SIGN PANEL. SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)	EACH	16	
655.05010010	RESETTING EXISTING SANITARY SEWER MANHOLE CASTINGS	EACH	1	
650.1024	TRENCHLESS INSTALLATION OF CASING UNDER HIGHWAY WITH A DIAMETER EQUAL TO 24 INCHES	LF	126	
663.0106	DUCTILE IRON CEMENT LINED WATER PIPE. 6"	LF	25	
663.0110	DUCTILE IRON CEMENT LINED WATER PIPE. 10"	LF	305	
663.1006	RESILIENT WEDGE VALVE & VALVE BOX. 6"	EACH	2	
663.1501	DRY HYDRANT	EACH	1	
663.2002	IRON WATER MAIN FITTINGS (10" - 16")	LB	1925	
663.30	RELOCATE EXISTING WATER VALVE & VALVE BOX	EACH	2	
663.31	RELOCATE EXISTING HYDRANT	EACH	2	
663.33	ADJUST EXISTING VALVE BOX ELEVATION	EACH	9	
670.0104	FOUNDATION FOR LIGHT STANDARDS, 4 FEET LONG	EACH	10	
670.10010004	DECORATIVE LIGHT POLES WITH ONE LUMINAIRE	EACH	10	
670.2602	RIGID PLASTIC CONDUIT, 2"	LF	800	
670.3010	PULLBOXES 7.6 CUBIC FEET TO 10 CUBIC FEET. INSIDE VOLUME (LIGHTING)	EACH	2	
670.7004	SINGLE CONDUCTOR CABLE. NUMBER 6 GAGE	LF	1600	
670.7501	GROUND WIRE NO. 6 AWG	LF	800	
685.11	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	3750	
685.12	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	1400	

ITEM	ITEM DESCRIPTION	UNITS	QUANTITY	FINAL
697.03	FIELD CHANGE PAYMENT	DC	116000	
698.04	ASPHALT PRICE ADJUSTMENT	DC	1400	
698.05	FUEL PRICE ADJUSTMENT	DC	238	
699.040001	MOBILIZATION	LS	1	

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	REPLACEMENT OF THE ELX DRIVE (TOWER AVENUE) BRIDGE,	PIN 1757.60	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER
	OVER THE LACHUTE RIVER		3-30252-0			D033490
	TOWN OF TICONDEROGA					DRAWING NO. EQQ-2
	COUNTY: ESSEX	DATE: DECEMBER 2013			ESTIMATE OF QUANTITIES	SHEET NO. 75 OF 75



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.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGION 1  
DOCUMENT NAME: 175759.CPH.EQQ-1