

## **NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept sealed bids for PRECAST CONCRETE BRIDGES. The bids shall be received at the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York by 2:00 P.M. on May 29, 2015, at which time they will be opened publicly 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 – PRECAST CONCRETE BRIDGES" 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.

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

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

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

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

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

Dated: May 7, 2015

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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CONTRACT DESCRIPTION: Precast Concrete Bridges

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**SPECIFICATIONS for**  
**Precast Concrete Bridge Projects April, 2015**  
**(Precast Concrete Structures)**

**SCOPE:** This project was made possible through support provided by The Nature Conservancy, under a grant from National Fish and Wildlife Foundation. It is the intent of these specifications to describe the replacement of three bridges in the Town of North Elba. The projects are as follows:

- Project A: Algonquin Road Over Outlet Brook Bridge Replacement
- Project B: River Rd. (CR21) Over Roaring Brook Bridge Replacement
- Project C: River Rd. (CR21) Over Holcomb Pond Outlet Brook Bridge Replacement

All material, equipment and labor furnished under this contract shall conform to the following Technical Specification sheets; unless the same are modified by the Essex County Superintendent of Public Works or his authorized representative.

The acceptance of the said labor and materials by the Essex County Superintendent of Public Works or by his authorized representative does not prevent subsequent rejection should the materials and/or workmanship be determined to be defective or not in compliance with the specifications.

The project generally consists of the replacement of three (3) separate bridges. The bridges will be replaced with precast concrete three-sided bridge structures and precast concrete crib-type wingwalls. Two separate contracts for the project shall be let for bidding as specifically described on project drawing # N-1, "Project Coordination Notes". Separate contracts shall be let for procurement of the precast concrete structure materials and for the installation of the precast concrete structure materials. The complete technical bidding package consists of the following:

<u>Drawing #</u>	<u>Title</u>
-	Title Sheet
N-1	Notes
A/C-1	Demolition & Erosion Control Plans
A/C-2	Site Plan
A/C-3	Guiderail Plan
A/C-4	Roadway Profile & Section
A/S-1	Bridge Plan & Sections
A/S-2	Wingwall Elevations and Details
A/S-3	Details
A/COE-1	<u>U.S. Army Corps of Engineers Permit Drawings</u>
B/C-1	Demolition & Erosion Control Plans
B/C-2	Site Plan & Sections
B/C-3	Profiles & Channel Section
B/S-1	Bridge Plan & Sections
B/S-2	Wingwall Elevations and Details

<u>B/COE-1</u>	<u>U.S. Army Corps of Engineers Permit Drawing</u>
C/C-1	Demolition & Erosion Control Plan & Site Plan
C/C-2	Profiles & Sections
C/S-1	Bridge Plan & Sections
C/S-2	Wingwall Elevations & Details
<u>C/COE-1</u>	<u>U.S. Army Corps of Engineers Permit Drawing</u>
<u>MISC-1</u>	<u>Miscellaneous Civil &amp; Structural Details</u>

-Precast Concrete Bridge Projects April, 2015: Geotechnical Investigation Reports Projects A, B, and C (**\*\*FOR INFORMATION ONLY – PLEASE READ DISCLAIMER\*\***)

-Essex County Department of Public Works Precast Concrete Bridge Projects April, 2015:  
Section 03412 – Precast Concrete Bridges

**SCHEDULE:** Time is of the essence for completing the work within both contracts (Precast Concrete Structures and Work by Contractor for Precast Structures Installations). Contractors shall meet the following dates for construction:

-Bidding period (Precast Concrete Structures):	5-7-15 to 5-29-15
-Bidding period (Work by Contractor for Precast Structures Installations):	5-7-15 to 6-5-15
-Prebid Conference (Work by Contractor for Precast Structures Installations at Project A Site):	5-26-15, 9:30AM
-Precast Concrete Structures Delivery (Project B) by:	7-31-15
-Precast Concrete Structures Delivery (Project A) by:	8-14-15
-Precast Concrete Structures Delivery (Project C) by:	8-14-15
-Work by Contractor for Precast Structures Installation (Project A):	6-15-15 to 9-25-15
-Work by Contractor for Precast Structures Installation (Project B):	7-27-15 to 9-4-15
-Work by Contractor for Precast Structures Installation (Project C – in water work complete by):	10-1-15
-Work by Contractor for Precast Structures Installation (Project C - shall begin construction immediately following completion of Project B, with final completion no later than):	10-23-15



# PRECAST CONCRETE BRIDGE PROJECTS

## APRIL , 2015

### ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS

**SR** SCHODER RIVERS  
ASSOCIATES

Consulting Engineers, P.C.  
Evergreen Professional Park  
453 Dixon Road, Suite 7, Bldg. 3  
Queensbury, New York 12804  
(518) 761-0417, FAX: (518) 761-0513

**PROJECT A - ALGONQUIN ROAD OVER OUTLET  
BROOK BRIDGE REPLACEMENT  
TOWN OF NORTH ELBA, NY**

**PROJECT B - RIVER RD. (CR21) OVER ROARING  
BROOK BRIDGE REPLACEMENT  
TOWN OF NORTH ELBA, NY**

**PROJECT C - RIVER RD. (CR21) OVER HOLCOMB  
POND OUTLET BROOK  
BRIDGE REPLACEMENT  
TOWN OF NORTH ELBA, NY**

## DRAWING INDEX

- TITLE SHEET  
N-1 NOTES

### PROJECT A:

A/C-1 DEMOLITION & EROSION  
CONTROL PLANS  
A/C-2 SITE PLAN  
A/C-3 GUIDERAIL PLAN  
A/C-4 ROADWAY PROFILE & SECTION  
A/S-1 BRIDGE PLAN & SECTIONS  
A/S-2 WINGWALL ELEVATIONS & DETAILS  
A/S-3 DETAILS  
A/COE-1 U.S. ARMY CORPS OF ENGINEERS  
PERMIT DRAWINGS

### PROJECT B:

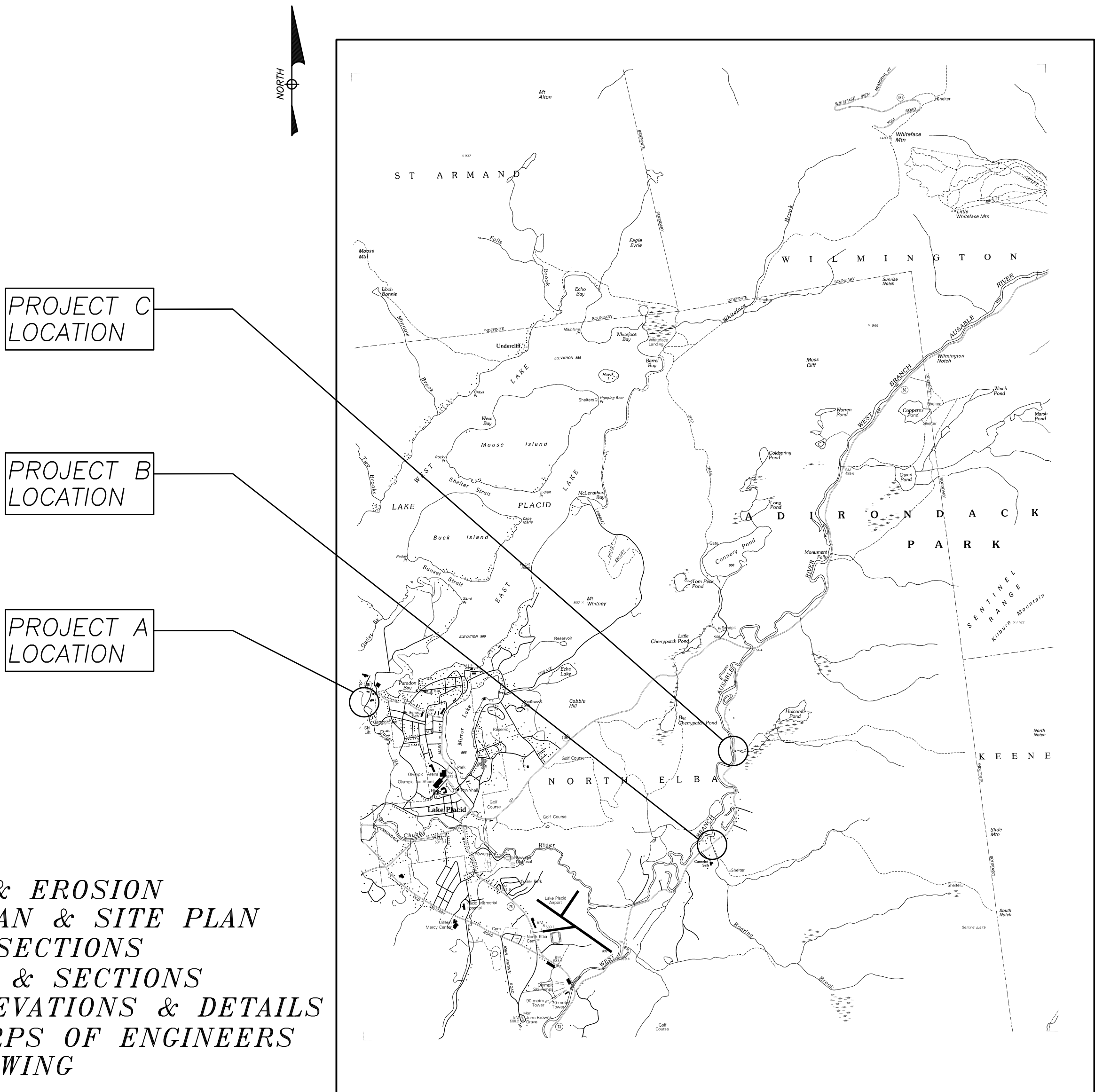
B/C-1 DEMOLITION & EROSION  
CONTROL PLAN  
B/C-2 SITE PLAN & SECTIONS  
B/C-3 PROFILES & CHANNEL SECTION  
B/S-1 BRIDGE PLAN & SECTIONS  
B/S-2 WINGWALL ELEVATIONS & DETAILS  
B/COE-1 US ARMY CORPS OF ENGINEERS  
PERMIT DRAWING

### PROJECT C:

C/C-1 DEMOLITION & EROSION  
CONTROL PLAN & SITE PLAN  
C/C-2 PROFILES & SECTIONS  
C/S-1 BRIDGE PLAN & SECTIONS  
C/S-2 WINGWALL ELEVATIONS & DETAILS  
C/COE-1 US ARMY CORPS OF ENGINEERS  
PERMIT DRAWING

### DETAILS - ALL PROJECTS:

MISC-1 MISCELLANEOUS CIVIL &  
STRUCTURAL DETAILS



LOCATION MAP  
N.T.S.



PROJECT COORDINATION NOTES

1. GENERAL DESCRIPTION OF PROJECT – THE PROJECT GENERALLY CONSISTS OF THE DEMOLITION AND REMOVAL OF THREE (3) SEPARATE BRIDGES. THE BRIDGES WILL BE REPLACED WITH PRECAST CONCRETE THREE-SIDED BRIDGE STRUCTURES AND PRECAST CONCRETE CRIB-TYPE WINGWALLS.
2. PROJECT BIDDING AND CONTRACT REQUIREMENTS – TWO SEPARATE CONTRACTS FOR THE PROJECT SHALL BE LET BY ESSEX COUNTY FOR BIDDING, AS FOLLOWS:
- CONTRACT FOR THE DESIGN, FABRICATION AND DELIVERY TO EACH SITE OF THE PRECAST CONCRETE BRIDGE SYSTEMS AND FOR THE PRECAST CONCRETE WINGWALL SYSTEMS AS INDICATED ON THE DRAWINGS AND AS FURTHER DESCRIBED IN NOTE 4 BELOW AND IN SPECIFICATION SECTION 03412.
  - CONTRACT FOR THE INSTALLATION OF ALL PRECAST CONCRETE BRIDGE SYSTEMS AND PRECAST CONCRETE WINGWALL SYSTEMS AND THE PERFORMANCE OF ALL WORK REQUIRED FOR THE FIELD CONSTRUCTION BY A CONTRACTOR OF COMPLETE AND OPERATIONAL BRIDGE INSTALLATIONS AT EACH SITE AS INDICATED ON THE DRAWINGS AND AS FURTHER DESCRIBED IN NOTE 3 BELOW AND IN SPECIFICATION SECTION 03412. UNLESS SUCH WORK IS SPECIFICALLY INDICATED TO BE PERFORMED BY THE OWNER IN NOTE 5 BELOW.
3. WORK BY CONTRACTOR – THE CONTRACTOR SHALL PERFORM ALL WORK FOR THE PROJECT NOT SPECIFICALLY NOTED TO BE PERFORMED BY THE PRECAST CONCRETE STRUCTURES SUPPLIER OR THE OWNER INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:
- LIGHTED CLOSURE BARRICADES AND CONCRETE BARRIERS AT EACH LOCATION SHOWN ON THE DRAWINGS FOR EACH SITE.
  - EROSION CONTROL, DEMOLITION, EXCAVATION AND DEWATERING.
  - SURVEY LAYOUT OF ALL CAST-IN-PLACE CONCRETE WORK AND PRECAST STRUCTURES.
  - SUBMITTALS AND SHOP DRAWINGS FOR ALL CAST-IN-PLACE CONCRETE WORK, INCLUDING FOOTINGS, HEADWALLS AND WINGWALL LEVELING PADS.
  - FORMWORK, REINFORCING AND PLACEMENT FOR CAST-IN-PLACE CONCRETE FOOTINGS AND HEADWALLS.
  - INSTALLATION OF PRECAST CONCRETE STRUCTURES.
  - GROUTING OF JOINTS AND SHEAR KEYS.
  - MEMBRANE WATERPROOFING, DRAINAGE BOARD AND GEOTEXTILE FABRIC.
  - BACKFILLING AND SOIL COMPACTION FOR STRUCTURES TO THE TO THE INDICATED ELEVATIONS.
  - BRIDGE RAIL AND GUIDE RAIL.
  - GEOTEXTILE FABRIC AND RIPRAP FOR BRIDGES, AND WINGWALLS.
  - TOPSOIL AND SEEDING.
  - STREAM CHANNEL RESTORATION.
  - SUBBASE FOR ROADWAYS.
  - SHEETPILES.
  - PAVEMENT SAW CUTTING.
  - CULVERT & END SECTIONS.
  - COORDINATION WITH THE PRECAST CONCRETE STRUCTURES SUPPLIER REGARDING SCHEDULING FOR DELIVERY OF PRECAST UNITS AND RENTAL COSTS FOR ALL LIFTING DEVICES.
  - OFF-LOADING OF ALL BRIDGE, AND WINGWALL SYSTEM MATERIALS, INCLUDING PAYMENT OF DELAY CHARGES AS APPLICABLE, SEE SPECIFICATION SECTION 03412.
4. WORK BY PRECAST CONCRETE STRUCTURES SUPPLIER – THE PRECAST CONCRETE SUPPLIER SHALL PERFORM THE FOLLOWING WORK FOR THE PROJECT:
- DESIGN THE PRECAST CONCRETE BRIDGE SYSTEMS.
  - DESIGN THE PRECAST CONCRETE CRIB-TYPE WINGWALL SYSTEMS.
  - SUBMIT DRAWINGS AND CALCULATIONS FOR THE PRECAST CONCRETE BRIDGE AND WINGWALL SYSTEMS.
  - FABRICATE THE PRECAST CONCRETE BRIDGE AND WINGWALL SYSTEMS IN ACCORDANCE WITH THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATION SECTIONS.
  - COMPLETE MATERIAL TESTING DURING FABRICATION OF THE PRECAST CONCRETE UNITS AS SPECIFIED.
  - PROVIDE ALL LIFTING DEVICES REQUIRED FOR OFF-LOADING AND INSTALLATION OF ALL PRECAST CONCRETE UNITS BY THE CONTRACTOR.
  - PROVIDE ALL APPURTENANCES FOR THE PRECAST CONCRETE BRIDGE AND WINGWALL SYSTEMS INCLUDING, BUT NOT LIMITED TO, WINGWALL JOINT MATERIALS AND FABRIC, WINGWALL SHEAR KEY BLOCKS, BACKER RODS AND FOAM JOINT SEALANTS FOR BRIDGE AND CULVERT JOINT CONSTRUCTION, REBAR SPLICES CAST IN THE PRECAST UNITS TO RECEIVE THE CAST-IN-PLACE HEADWALLS, WEEP HOLES CAST INTO THE PRECAST UNITS, AND BUTYL WALL JOINT WRAP FOR INSTALLATION BY THE CONTRACTOR.
  - SHIPPING AND DELIVERY OF ALL PRECAST CONCRETE UNITS AND APPURTENANCES TO EACH PROJECT SITE.
5. WORK BY OWNER – THE OWNER SHALL PERFORM THE FOLLOWING WORK FOR THE PROJECT:
- ROADWAY CLOSURE AND DETOUR SIGNAGE.
  - COORDINATION WITH UTILITY COMPANIES FOR TEMPORARY OR PERMANENT RELOCATION OF UTILITIES.
  - CONCRETE AND SOIL COMPACTION TESTING.
  - NEW ASPHALT PAVEMENT AT THE APPROACH ROADWAYS AND ABOVE THE PRECAST STRUCTURES BETWEEN THE ASPHALT REMOVAL LIMITS INDICATED.

GENERAL NOTES

1. DESIGN SPECIFICATIONS: AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 7TH EDITION – 2014, INCLUDING ALL CURRENT REVISIONS.
2. MATERIAL SPECIFICATIONS: NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS, CONSTRUCTION AND MATERIALS, 2008 DATED TO THE JANUARY 8, 2015 LETTING.
3. BRIDGE DESIGN CRITERIA: THE REPLACEMENT BRIDGES SHALL BE PRECAST REINFORCED CONCRETE THREE-SIDED STRUCTURES CONFORMING WITH THE REQUIREMENTS OF SPECIFICATION SECTION 03412 WITH CAST-IN-PLACE CONCRETE FOOTINGS. THE FOLLOWING PARAMETERS SHALL BE USED IN THE DESIGN OF THE PRE-ENGINEERED STRUCTURE:
- LIVE LOAD: VEHICLE LIVE LOAD OF HL-93 CONSISTING OF A DESIGN TRUCK OR DESIGN TANDEM, AND A DESIGN LANE LOAD.
  - DEAD LOADS: PER AASHTO REQUIREMENTS PLUS 40 PSF ALLOWANCE FOR FUTURE ASPHALT WEARING SURFACE.
4. STREAM PROTECTION: DURING THE COURSE OF CONSTRUCTION, THE WORK SHALL BE CONDUCTED IN A MANNER AS TO PREVENT OR REDUCE TO A MINIMUM ANY DAMAGE TO THE STREAM FROM POLLUTION BY DEBRIS, SEDIMENT AND OTHER FOREIGN MATERIAL, OR FROM MANIPULATION OF EQUIPMENT AND/OR MATERIALS IN OR NEAR THE STREAM.
5. 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, SHALL NOT BE RETURNED DIRECTLY TO THE STREAM. IF WATER IS USED FROM THE STREAM, AN INTAKE OR TEMPORARY DAM SHALL BE CONSTRUCTED TO PROTECT AND MAINTAIN WATER RIGHTS AND TO PROTECT FISH LIFE DOWNSTREAM.
6. DUE TO THE NATURE OF RECONSTRUCTION PROJECTS, THE EXACT EXTENT OF RECONSTRUCTION WORK CANNOT ALWAYS BE ACCURATELY DETERMINED PRIOR TO THE COMMENCEMENT OF WORK. THE CONSTRUCTION DOCUMENTS HAVE BEEN PREPARED BASED ON FIELD INSPECTIONS AND OTHER AVAILABLE INFORMATION. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS TO THE CONSTRUCTION DETAILS AND WORK QUANTITIES.

GENERAL NOTES (CONT.)

7. THE OWNER HAS OBTAINED PERMITS FOR THIS PROJECT FROM APPROPRIATE REGULATORY AGENCIES. PERMIT CONDITIONS SHALL BE CONSIDERED A PART OF THIS WORK AND SHALL BE STRICTLY ADHERED TO. COPIES OF PERMITS ARE AVAILABLE FROM THE ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS IN LEWIS, NY.
8. UNDERGROUND PIPELINE AND UTILITY LOCATIONS, IF INDICATED, ARE BASED ON VISUAL EVIDENCE ABOVE EXISTING GRADE AND ARE APPROXIMATE ONLY. THE LOCATIONS OF ALL UTILITIES SHALL BE DETERMINED PRIOR TO COMMENCING CONSTRUCTION AND PROTECTED OR REROUTED AS REQUIRED TO PREVENT DAMAGE OR INTERRUPTION OF UTILITY SERVICE.
9. SUBMITTALS: THE CONTRACTOR SHALL SUBMIT MIN. (5) COPIES OF SHOP DRAWINGS AND SUBMITTALS FOR THE FOLLOWING ITEMS FOR REVIEW BY ESSEX COUNTY AND THE ENGINEER, IN LIEU OF (5) HARD COPIES, (1) COPY OF SHOP DRAWINGS AND SUBMITTALS MAY BE TRANSMITTED ELECTRONICALLY, NO FABRICATION OF THESE ITEMS SHALL BE PERMITTED UNTIL THE SUBMITTALS HAVE BEEN REVIEWED AND ACCEPTED.
- A. PRECAST CONCRETE BRIDGE STRUCTURE DESIGN CALCULATIONS
  - B. PRECAST CONCRETE BRIDGE STRUCTURE SHOP DRAWINGS
  - C. PRECAST CONCRETE CRIB-TYPE WINGWALL SYSTEM SHOP DRAWINGS
  - D. PRECAST CONCRETE CRIB-TYPE WINGWALL SYSTEM DESIGN CALCULATIONS
  - E. CONCRETE MIX DESIGNS
  - F. CONCRETE REINFORCING STEEL SHOP DRAWINGS
  - G. SILT FENCE
  - H. NON-SHRINK GROUT
  - I. BRIDGE RAIL AND GUIDE RAIL SHOP DRAWINGS
  - J. DEWATERING PLAN
  - K. BACKFILL MATERIALS
  - L. DRAINAGE BOARD
10. THE WORK SHALL CONFORM WITH THE REQUIREMENTS OF NYSDOT SPEC SECTION 107-05 – "SAFETY AND HEALTH REQUIREMENTS" AT ALL TIMES.

SURVEY NOTES

1. ELEVATIONS ARE BASED ON AN ARBITRARY VERTICAL DATUM.
2. ONE FOOT CONTOUR INTERVAL INDICATED.
3. THE LAYOUT OF ALL WORK FOR THE PROJECT SHALL BE COMPLETED BY A LICENSED SURVEYOR RETAINED BY THE CONTRACTOR.

EROSION CONTROL NOTES

1. ALL SILT FENCES SHALL BE IN PLACE AT LOCATIONS INDICATED IN ACCORDANCE WITH THE DETAILS BEFORE COMMENCEMENT OF ANY DISTURBANCE OF EXISTING GROUND SURFACE.
2. ALL EXPOSED CUT AND FILL EARTHWORK SURFACES SHALL BE COVERED WITH MIN. 3" OF TOPSOIL AND TURFED IN ACCORDANCE WITH NYSDOT SPEC. SECTION 713, UNLESS NOTED TO BE COVERED BY PAVEMENT OR STRUCTURES.
3. ALL AREAS UNWORKED FOR MORE THAN 14 DAYS MUST BE SEEDED WITH ANNUAL RYE GRASS AND PROTECTED WITH STRAW MULCH.
4. AFTER EVERY STORM EVENT IN EXCESS OF 1/2" RAINFALL, INSPECT ALL SILT FENCES. REMOVE ACCUMULATED MATERIAL, FILL ERODED AREAS AND RESET SILT FENCES.
5. ENCLOSE ALL STOCKPILES WITH SILT FENCE.
6. EROSION CONTROL MEASURES SHALL CONFORM WITH THE REQUIREMENTS OF NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL.
7. THE CONTRACTOR SHALL PROVIDE A DUMPSTER AT EACH SITE FOR DISPOSAL OF DEBRIS, GARBAGE AND LITTER.
8. SILT FENCES SHALL REMAIN IN PLACE UNTIL A STABLE GROWTH OF TURF IS PRESENT AT ALL DISTURBED AREAS.
9. THE CONTRACTOR SHALL PROVIDE AN APPROVED SECONDARY CONTAINMENT SYSTEM AT EACH SITE FOR ALL FUEL AND PETROLEUM PRODUCTS TEMPORARILY STORED ON THE SITE.

DEMOLITION AND REMOVAL NOTES

1. THE CONTRACTOR SHALL VISIT ALL SITES AND VERIFY ALL DEMOLITION QUANTITIES AND CONDITIONS WHICH MAY EFFECT THE WORK AND SHALL INCLUDE IN HIS BID ALL COSTS ASSOCIATED WITH THE REQUIRED DEMOLITION OF THE EXISTING STRUCTURES.
2. DURING DEMOLITION AND REMOVAL OPERATIONS, DO NOT DROP WASTE CONCRETE, TIMBER, STEEL, DEBRIS OR OTHER MATERIAL INTO THE AREA BELOW. PLATFORMS, NETS, SCREENS OR OTHER PROTECTIVE DEVICES SHALL BE USED TO CATCH DEMOLITION DEBRIS. IF, IN THE OPINION OF THE ENGINEER, ADEQUATE PROTECTION DEVICES ARE NOT BEING EMPLOYED, THE WORK SHALL BE SUSPENDED UNTIL ADEQUATE PROTECTION IS PROVIDED. ANY DEBRIS FALLING INTO THE WATERWAY SHALL BE PROMPTLY REMOVED.
3. THE CONTRACTOR SHALL EXERCISE DUE CARE SUCH THAT ANY MATERIALS THAT ARE TO REMAIN IN PLACE OR THAT WILL REMAIN THE PROPERTY OF ESSEX COUNTY WILL NOT BE DAMAGED. ANY SUCH ITEMS DAMAGED DURING THE COURSE OF WORK SHALL BE REPLACED OR REPAIRED TO THE SATISFACTION OF ESSEX COUNTY AT THE EXPENSE OF THE CONTRACTOR.
4. UNLESS SPECIFICALLY NOTED OTHERWISE, ALL ITEMS TO BE REMOVED IN THE CONTRACT SHALL BE DISPOSED OF OFF-SITE IN A LEGAL MANNER.
5. ALL ITEMS INDICATED TO BE SALVAGED SHALL BE DELIVERED TO THE ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS YARD IN LEWIS, NY AND OFF-LOADED BY THE CONTRACTOR.

1. THE SAFE MAINTENANCE AND PROTECTION OF TRAFFIC IN AND AROUND THE SITE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR DURING THE COURSE OF THE WORK.
2. TEMPORARY CONCRETE BARRIERS AND LIGHTED CLOSURE BARRICADES SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR AT EACH END OF THE PROJECT SITE BEFORE COMMENCING WORK. BARRIERS AND BARRICADES SHALL REMAIN IN PLACE UNTIL THE WORK IS COMPLETE.
3. ALL DRIVEWAYS IN THE VICINITY OF THE PROJECT SITE SHALL REMAIN UNBLOCKED AND OPEN TO TRAFFIC AT ALL TIMES.
4. THE ROADWAY SHALL BE CLOSED TO TRAFFIC DURING CONSTRUCTION. DETOUR SIGNAGE SHALL BE PROVIDED BY THE OWNER.

EARTHWORK NOTES

1. EXCAVATION SHALL BE TO ELEVATIONS INDICATED WITH A TOLERANCE OF PLUS OR MINUS 1". EXCAVATIONS SHALL BE OF SUFFICIENT SIZE FOR PLACING AND REMOVING FORMS, AS WELL AS INSPECTIONS.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL STAKE OUT ALL IMPROVEMENTS AND VERIFY GRADES AND ELEVATIONS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
3. BACKFILL MATERIALS SHALL BE SELECT STRUCTURAL FILL CONFORMING WITH NYSDOT SPEC SECTION 203. ALL BACKFILL SHALL BE PLACED IN MAXIMUM 12" LIFTS AND COMPACTED TO 95% OF THE MAXIMUM DENSITY AS ESTABLISHED THROUGH THE MODIFIED PROCTOR COMPACTION TEST PER ASTM D1557.
4. SUBBASE COURSE MATERIAL FOR APPROACH ROADWAYS SHALL BE A TYPE 2 SUBBASE AND A TYPE 4 SUBBASE WHEN PLACED ABOVE PRECAST CONCRETE STRUCTURES. BOTH CONFORMING WITH NYSDOT SPEC. SECTIONS 304 AND 733-04.
5. MATERIAL STOCKPILES, IF REQUIRED, SHALL BE LOCATED WHOLLY WITHIN THE WORK AREA. ADDITIONAL SILT FENCES SHALL BE PROVIDED AT THE BASE OF ALL STOCKPILES AND AS DIRECTED IN THE FIELD BY THE ENGINEER OR THE OWNER.
6. ALL TRENCHES AND OTHER EXCAVATED SIDE SLOPES INDICATED ON THE DRAWINGS ARE DIAGRAMMATIC ONLY AND ARE NOT INTENDED TO INDICATE A STABLE EXCAVATION SLOPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ADEQUACY AND STABILITY OF ALL EXCAVATION SLOPES, SHEETING, SHORING, TRENCH BOXES, AND ANY OTHER MEANS REQUIRED FOR A SAFE WORK ENVIRONMENT AND FOR PROTECTION OF ADJACENT ROADWAYS AND OTHER STRUCTURES. ALL EXCAVATION WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE FOLLOWING REGULATORY AGENCIES:
- SUBPART 23-4, "EXCAVATION OPERATIONS", OF NEW YORK DEPARTMENT OF LABOR INDUSTRIAL CODE RULE 23.
  - SUBPART P, "EXCAVATIONS" OF THE UNITED STATES DEPARTMENT OF LABOR OSHA REGULATIONS FOR CONSTRUCTION.
  - ALL OTHER MUNICIPAL, COUNTY, STATE OR FEDERAL AGENCIES, REGULATIONS OR LAWS PERTAINING TO EXCAVATION SAFETY AS MAY APPLY AT THE WORK SITE.

THE MORE STRINGENT PROVISION IN EACH OF THE ABOVE CODES SHALL APPLY. THESE PROVISIONS SHALL BE CONSIDERED MINIMUM REQUIREMENTS AND SHALL BE INCREASED IF NECESSARY TO PROVIDE SAFE WORKING CONDITIONS.

7. ALL NEW GRADES SHALL BE BLENDED SMOOTHLY WITH EXISTING GRADES TO PROVIDE A SMOOTH TRANSITION BETWEEN NEW GRADING AND EXISTING SURFACES TO REMAIN.
8. GEOTEXTILE FABRIC SHALL COMPLY WITH NYSDOT STANDARD SPEC. SECTION 737-01. ALL FABRIC SHALL APPEAR ON THE NYSDOT LIST OF APPROVED MATERIALS FOR THE USAGE INDICATED.
9. THE OWNER SHALL RETAIN AN INDEPENDENT QUALIFIED GEOTECHNICAL TESTING AGENCY TO PERFORM SOIL COMPACTION TESTING. SUBMIT ONE COPY OF ALL TEST REPORTS TO THE OWNER AND THE ENGINEER. FIELD IN-PLACE DENSITY TESTS SHALL BE PERFORMED BY EITHER ASTM D1556 (SAND CONE METHOD) OR ASTM D2922 (NUCLEAR METHOD). TESTS SHALL BE PERFORMED IN ALL BACKFILL, ONE TEST PER 250 SQUARE FEET OF BACKFILL SURFACE FOR EACH LIFT, MINIMUM (2) TESTS PER LIFT.
10. TOPSOIL, SEEDING AND MULCHING SHALL COMPLY WITH NYSDOT STANDARD SPEC. SECTION 713. CONTRACTOR SHALL ONLY USE NATIVE SEED MATERIAL FOR SITE RESTORATION.
11. CONTRACTOR SHALL NOTE THAT AMBIENT AIR TEMPERATURE DURING THE CONSTRUCTION PERIOD FOR THIS PROJECT MAY BE BELOW FREEZING. CONTRACTOR SHALL PROTECT ALL SUBGRADES AND PREVIOUSLY INSTALLED BACKFILL LIFTS FROM FREEZING. COSTLY FROSTING, CRACKS, GROUND HEATERS OR OTHER ACCEPTABLE METHODS AS REQUIRED TO PROTECT IN-PLACE SOILS FROM FREEZING SHALL BE INCLUDED IN HIS BID. THE PLACEMENT OF FILL MATERIALS ON FROZEN SOILS OR USE OF FROZEN BACKFILL MATERIALS IS STRICTLY PROHIBITED.

RIPRAP NOTES

1. ALL RIPRAP SHALL BE SOUND CLEAN ANGULAR STONE OF THE SIZES INDICATED ON THE DRAWINGS. RIPRAP SHALL BE FREE OF ORGANIC MATERIALS, DEBRIS, SOIL AND OTHER DELETERIOUS MATTER.
2. STONE SIZES SHALL CONFORM TO THE REQUIREMENTS OF NYSDOT STANDARD SPECIFICATION SECTION 620 AND SHALL BE WELL GRADED WITHIN THE LIMITS INDICATED WITH SUFFICIENT SMALLER STONE TO FILL THE VOIDS BETWEEN LARGER STONES. ALL RIPRAP SHALL BE MACHINE OR HAND PLACED AND HAND CHINKED TO PROVIDE A UNIFORM FINISH SURFACE TRUE TO THE GRADES INDICATED ON THE DRAWINGS. STONE SIZES SHALL BE EVENLY DISTRIBUTED THROUGHOUT.
3. THE MINIMUM LAYER THICKNESS SHALL BE AS INDICATED ON THE DRAWINGS.
4. FOR PROJECTS B AND C ONLY – ABOVE ANGULAR STONE RIP RAP, A LAYER OF ROUND NATURAL STONE SHALL BE PLACED TO A DEPTH INDICATED ON THE DRAWINGS. STONE COVERING SHALL UTILIZE NATIVE MATERIALS. MATERIAL, SIZE, TYPE AND PLACEMENT SHALL BE AT THE DIRECTION OF THE U.S. FISH AND WILDLIFE SERVICE.

DEWATERING NOTES

1. DEWATERING FACILITIES SHALL BE PROVIDED BY THE CONTRACTOR TO DEWATER AREAS WHERE EXCAVATION WORK WILL BE PERFORMED AS NECESSARY TO COMPLETELY DEWATER WORK AREAS FOR NEW ABUTMENT CONSTRUCTION. PROJECT "A" WILL UTILIZE DRIVEN SHEET PILES THAT WILL BE RETAINED AS STAY-IN-PLACE FORMS FOR THE BRIDGE FOOTINGS.
2. THE CONTRACTOR SHALL RETAIN A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN NEW YORK STATE TO DESIGN A DEWATERING SYSTEM FOR EACH PROJECT SITE. THE CONTRACTOR SHALL SUBMIT A DEWATERING PLAN, SEALED AND SIGNED BY THEIR PROFESSIONAL ENGINEER, WHICH SHALL INDICATE PROPOSED COFFERDAM SIZES, LOCATIONS AND MATERIALS. PROPOSED DIVERSION PUMP SIZES AND LOCATIONS, PILING SIZES AND OTHER ELEMENTS OF THE DEWATERING SYSTEM. THE DEWATERING PLAN SHALL BE DESIGNED TO PROVIDE A STABLE EXCAVATION DEWATERED TO A LEVEL BELOW THE BOTTOM OF FOOTING AND PILE CAP ELEVATIONS. THE CONTRACTOR SHALL SUBMIT THE DEWATERING PLAN, INCLUDING CALCULATIONS, SIGNED AND SEALED BY THE DEWATERING DESIGN ENGINEER, FOR REVIEW AND ACCEPTANCE BY ESSEX COUNTY AND THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, BEFORE COMMENCING ANY EXCAVATION OR DEMOLITION WORK FOR THE PROJECT.
3. THE DEWATERING SYSTEM DESIGN SHALL INCLUDE PUMPS TO DISCHARGE WATER FROM THE EXCAVATION AREA TO SEDIMENT FILTRATION BAGS ENCLOSED WITHIN A SILT FENCE TO BE INSTALLED AT LOCATIONS INDICATED ON THE SITE PLANS.

DEWATERING NOTES (CONT.)

4. THE CONTRACTOR SHALL PROVIDE A STANDBY PUMP OF EQUAL CAPACITY TO THE PUMPS TO BE USED IN THE DEWATERING SYSTEM.
5. THE DEWATERING PROCESS SHALL BE COMPLETED UNDER THE OVERSIGHT OF ESSEX COUNTY TO ENSURE ALL WATER QUALITY REQUIREMENTS ARE MET.

CONCRETE NOTES

1. CAST-IN-PLACE CONCRETE FOR THE FOR THE FOOTINGS AND HEADWALLS SHALL CONFORM TO NYSDOT SPEC. SECTION 501, CLASS A.
2. CONCRETE WORK SHALL BE PERFORMED IN STRICT CONFORMANCE WITH THE REQUIREMENTS OF NYSDOT SPEC. SECTION 555, "STRUCTURAL CONCRETE".
3. GROUT MATERIAL FOR BRIDGE DECK JOINTS AND FOOTING SHEAR KEY SHALL COMPLY WITH THE REQUIREMENTS OF NYSDOT SPECIFICATION SECTION 701-06 "SHEAR KEY GROUT".
4. GROUT MATERIAL FOR ANCHOR DOWELS SHALL COMPLY WITH THE REQUIREMENTS OF NYSDOT SPECIFICATION SECTION 701-05 "CONCRETE GROUTING AND ANCHORING MATERIAL".
5. CONTRACTOR TO NOTE THAT AMBIENT AIR TEMPERATURE DURING THE CONSTRUCTION PERIOD ANTICIPATED FOR CONSTRUCTION OF CONCRETE WORK FOR THIS PROJECT MAY REQUIRE PROVISIONS FOR COLD WEATHER CONCRETING. CONTRACTOR SHALL INCLUDE IN HIS BID ALL LABOR AND MATERIALS NECESSARY FOR SUCH COLD WEATHER CONCRETING PROVISIONS SHALL BE PERMITTED.
6. ALL REINFORCING STEEL SHALL BE EPOXY COATED IN CONFORMANCE WITH THE REQUIREMENTS OF NYSDOT SPEC SECTION 709-04, UNLESS NOTED OTHERWISE. REINFORCING STEEL SHALL BE PLACED IN CONFORMANCE WITH THE REQUIREMENTS OF NYSDOT SPEC. SECTION 556.
7. THE OWNER SHALL RETAIN A TESTING LABORATORY CERTIFIED BY THE NYS DEPARTMENT OF TRANSPORTATION TO CONDUCT CONCRETE TESTING DURING CONSTRUCTION. REPRESENTATIVES OF THE TESTING LABORATORY SHALL BE PRESENT ON-SITE DURING ALL CONCRETE PLACEMENT OPERATIONS AS SPECIFIED IN NYSDOT SPEC. SECTION 555. THE FOLLOWING TESTING SHALL BE PERFORMED:

–SAMPLING FRESH CONCRETE: ASTM C172 EXCEPT AS MODIFIED FOR SLUMP TO COMPLY WITH ASTM C94.

–SLUMP: ASTM C143, ONE TEST AT THE POINT OF DISCHARGE FOR EACH SET OF COMPRESSIVE TEST SPECIMENS. PERFORM ADDITIONAL TESTS WHEN THE CONSISTENCY OF THE CONCRETE APPEARS TO CHANGE.

–AIR CONTENT: ASTM C173, VOLUMETRIC METHOD OR ASTM C231, PRESSURE METHOD FOR EACH SET OF COMPRESSIVE TEST SPECIMENS.

–CONCRETE TEMPERATURE: ASTM C1064 FOR EACH SET OF COMPRESSIVE TEST SPECIMENS. TEST HOURLY WHEN AIR TEMPERATURE FALLS BELOW 40 DEG. F. OR WHEN AIR TEMPERATURE EXCEEDS 80 DEG. F.

–COMPRESSIVE TEST SPECIMENS: ASTM C31 ONE SET OF 4 STANDARD CYLINDERS FOR EACH COMPRESSIVE STRENGTH TEST. MOLD AND STORE CYLINDERS FOR LABORATORY CURED TEST SPECIMENS.

–COMPRESSIVE STRENGTH TESTS: ASTM C39, ONE SET FOR EACH DAY'S PLACEMENT EXCEEDING 5 CU. YDS. PLUS ONE ADDITIONAL SET FOR EACH ADDITIONAL 20 CU. YDS. PLACED IN ANY ONE DAY. TEST ONE SAMPLE AT 7 DAYS AND TWO AT 28 DAYS, WITH ONE SAMPLE HELD IN RESERVE FOR LATER TESTING. WHEN FREQUENCY OF TESTING WILL PROVIDE LESS THAN 5 STRENGTH TESTS CONDUCT ADDITIONAL TESTS FROM RANDOMLY SELECTED BATCHES.

–TEST REPORTS: TEST RESULTS WILL BE REPORTED IN WRITING TO ESSEX CO. DPW AND TO THE ENGINEER WITHIN 24 HOURS OF THE TESTS. REPORTS SHALL CONTAIN THE PROJECT IDENTIFICATION NAME AND NUMBER, DATE OF PLACEMENT, NAME OF THE TESTING SERVICE, CONCRETE TYPE AND CLASS, LOCATION OF THE CONCRETE IN THE STRUCTURE, DESIGN COMPRESSIVE STRENGTH, BATCH PROPORTIONS AND MATERIALS, COMPRESSIVE BREAKING STRENGTH AND TYPE OF BREAK FOR BOTH 7 AND 28 DAYS TESTS.

8. PREFABRICATED DRAINAGE BOARD SHALL BE MIRAFI G-SERIES AS MANUFACTURED BY TenCate GEOSYNTHETICS OR EQUIVALENT. WRAP DRAINAGE BOARD IN FILTER FABRIC.

BRIDGE RAIL AND GUIDE RAIL NOTES

1. GUIDE RAIL SHALL COMPLY WITH THE PROVISIONS OF THE NEW YORK STATE STANDARD SPECIFICATIONS – CONSTRUCTION AND MATERIALS 2008 SECTIONS 606 AND 710-21.
2. FABRICATION AND INSTALLATION OF GUIDE RAIL SHALL COMPLY WITH NYSDOT STANDARD DETAIL SHEET 606-04, BOX BEAM GUIDE RAIL.
3. FABRICATION AND INSTALLATION OF BRIDGE RAIL SHALL COMPLY WITH NYSDOT BRIDGE DESIGN DETAIL SHEETS BD-RS1E TO BD-RS8E "STEEL BRIDGE RAILING, TWO RAIL" AS INDICATED ON THE DRAWINGS.
4. FABRICATION AND INSTALLATION OF BOX BEAM GUIDE RAIL TO CORRUGATED BEAM GUIDE RAIL SHALL COMPLY WITH NYSDOT STANDARD DETAIL SHEET 606-20, TRANSITION BOX TO W-BEAM.
5. BRIDGE RAIL SUPPLIER SHALL SUPPLY ANCHORS FOR THE BRIDGE RAIL, FOR INSTALLATION BY THE PRECAST CONCRETE FABRICATOR. COORDINATE ANCHOR SPACING AND LOCATION WITH THE CONTRACTOR.
6. ANCHOR ROD MATERIAL SHALL CONFORM TO ASTM F1554, GRADE 36 MATERIAL. ANCHORS SHALL BE SUPPLIED WITH HEAVY HEX NUTS CONFORMING TO ASTM A563 AND HARDENED CARBON STEEL WASHERS CONFORMING TO ASTM F436.
7. ALL STEEL SHAPES, PLATES, ETC. FOR THE GUIDE RAIL AND BRIDGE RAIL SHALL BE HOT-DIP GALVANIZED CONFORMING WITH ASTM A123 AND NYSDOT SPEC. SECTION 719-01. REPAIRS TO DAMAGED GALVANIZING SHALL COMPLY WITH NYSDOT SPEC. SECTION 719-01.
8. STEEL BOLTS, NUTS, WASHERS AND MISC. HARDWARE SHALL BE HOT DIP GALVANIZED CONFORMING WITH ASTM A153 AND NYSDOT SPEC. SECTION 719-01.

WINGWALL SYSTEM NOTES

1. WINGWALLS SHALL BE A PRECAST CONCRETE CRIB-TYPE RETAINING WALL IN ACCORDANCE WITH NYSDOT STANDARD SPEC. SECTION 554. WINGWALL SYSTEMS SHALL BE T-WALL, AS MANUFACTURED BY THE FORT MILLER COMPANY, OR APPROVED EQUIVALENT.
2. DESIGN PARAMETERS FOR THE WINGWALL SYSTEMS SHALL BE AS FOLLOWS:
- WALL HEIGHTS AS INDICATED.
  - BACKFILL FILL SLOPES AS INDICATED.
  - PRECAST CONCRETE WALL SYSTEM UNITS.
  - VERTICAL FRONT FACE.
  - FILL PROPERTIES TO CONFORM TO NYSDOT SPEC. SECTION 733-04, SUBBASE MATERIAL, TYPE 2.
  - WALL SYSTEMS TO BE STABLE FOR THE HEIGHTS INDICATED WITHOUT THE NEED FOR METAL MESH OR GEGRID FABRIC REINFORCING ELEMENTS WITHIN THE SOIL BACKFILL.
  - CAST-IN-PLACE REINFORCED CONCRETE FOOTING, AS INDICATED ON THE DRAWINGS, TO BE USED AS THE LEVELING PAD FOR THE BASE COURSE.
3. ALL EXPOSED SURFACES OF PRECAST CONCRETE WINGWALL UNITS SHALL RECEIVE AN EXPOSED AGGREGATE FINISH, COLOR BROWN OR GRAY.
4. THE PRECAST CONCRETE WINGWALLS SHALL BE PRE-ENGINEERED SYSTEMS. SUBMIT SHOP DRAWINGS AND DESIGN CALCULATIONS, BOTH SEALED AND SIGNED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN NEW YORK STATE, FOR REVIEW AND APPROVAL BY THE OWNER PRIOR TO FABRICATION OF THE WALL UNITS.
5. THE TOPS OF THE WALL SYSTEM ELEMENTS SHALL BE UNIFORMLY SLOPED BETWEEN CONTROL ELEVATIONS INDICATED ON THE DRAWINGS.
6. THE WALL SYSTEM FABRICATION AND INSTALLATION SHALL COMPLY WITH THE REQUIREMENTS OF NYSDOT SPEC. SECTION 554 AND ALL SYSTEM MANUFACTURER'S AND DESIGNER'S REQUIREMENTS.

SHEET PILING NOTES (PROJECT 'A' ONLY)

1. ALL SHEET PILING SHALL CONFORM TO NYSDOT STANDARD SPECIFICATION SECTION 552 FOR PERMANENT SHEETING. SHEET PILE SECTIONS SHALL CONFORM TO NYSDOT SPECIFICATION SECTION 715-17 ASTM A328M.
2. SHEET PILING SHALL BE PZ 22 SECTIONS WITH A MINIMUM THICKNESS OF 3/8" AND A MINIMUM ELASTIC SECTION MODULUS OF 18.0 CUBIC INCHES PER FOOT. ALL SHEET PILES SHALL CONSIST OF NEW MATERIAL.
3. ALL CORNERS, TEE INTERSECTIONS AND SIMILAR CHANGES IN SHEET PILE WALL ALIGNMENT SHALL BE CONSTRUCTED USING MANUFACTURER'S STANDARD PREFABRICATED SHAPES. FIELD WELDED SPECIAL SHAPES SHALL NOT BE PERMITTED.
4. SHEET PILING SHALL BE DRIVEN PLUMB AND TRUE TO LINE AND GRADE AT THE LOCATIONS AND ELEVATIONS INDICATED ON THE DRAWINGS. BOULDERS MAY BE ENCOUNTERED DURING PILE INSTALLATION. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY EQUIPMENT TO INSTALL SHEET PILING TO THE DEPTHS INDICATED ON THE DRAWINGS AND PROVIDE TEMPORARY GUIDE FRAMES AS REQUIRED TO MAINTAIN SHEET PILE ALIGNMENT.

STREAM CHANNEL NOTES

1. STREAM CHANNEL REGRADING SHALL USE NATIVE MATERIAL TO MATCH THE BED MATERIAL UPSTREAM AND DOWNSTREAM OF THE STRUCTURE. DIRECTION FOR STREAM BED MATERIAL TYPE AND SIZE SHALL BE PROVIDED BY THE U.S. FISH AND WILDLIFE SERVICE.

REVISIONS		
REV.	DATE	DESCRIPTION
0	1/19/15	ISSUED FOR REVIEW
1	2/9/15	MODS. PER TNC REVIEW
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PROJ. NO:	12-474.XX	CHK'D BY:	CBS

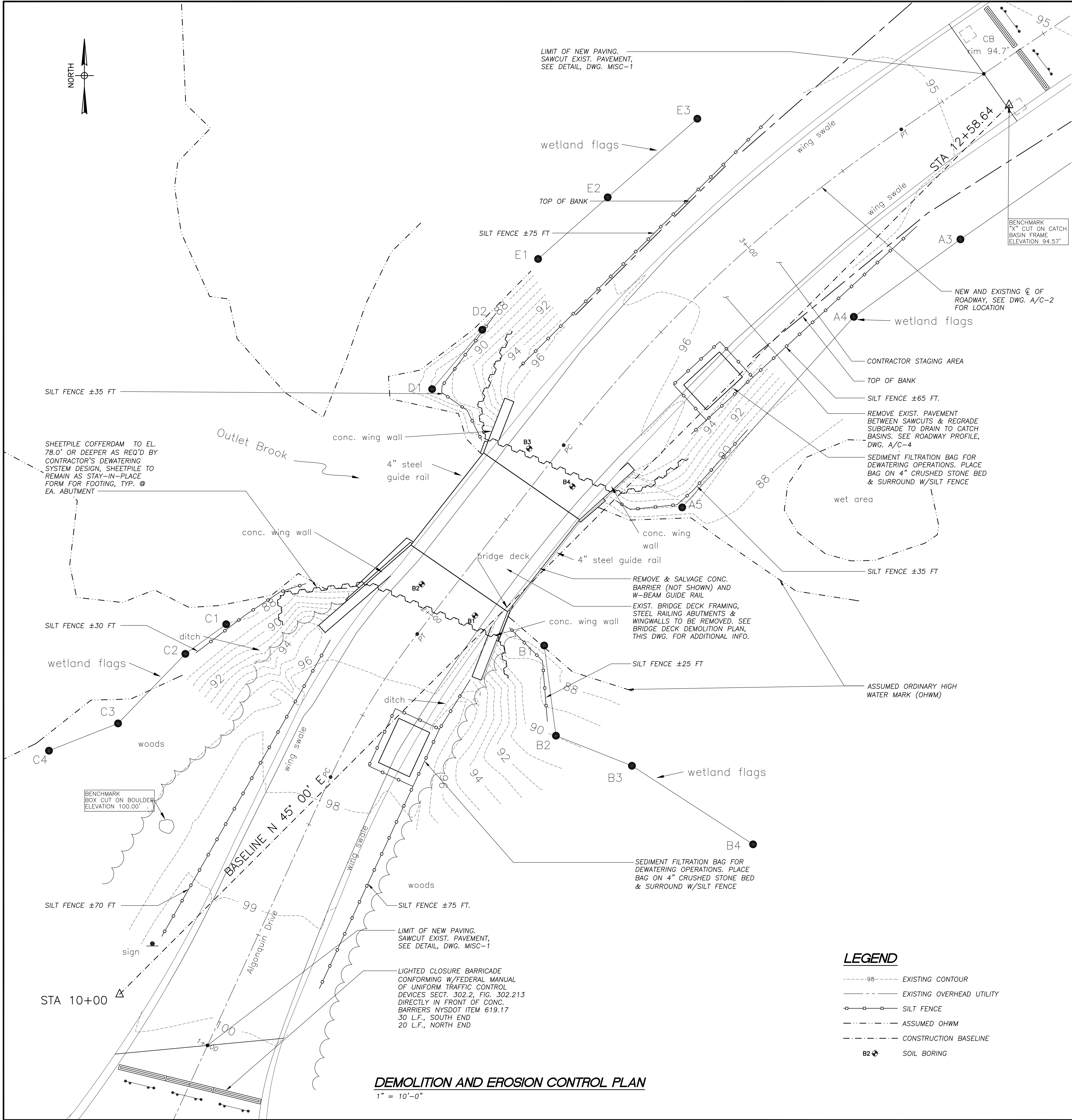
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**ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS**  
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**FEBRUARY, 2015**  
**– ALL PROJECTS –**

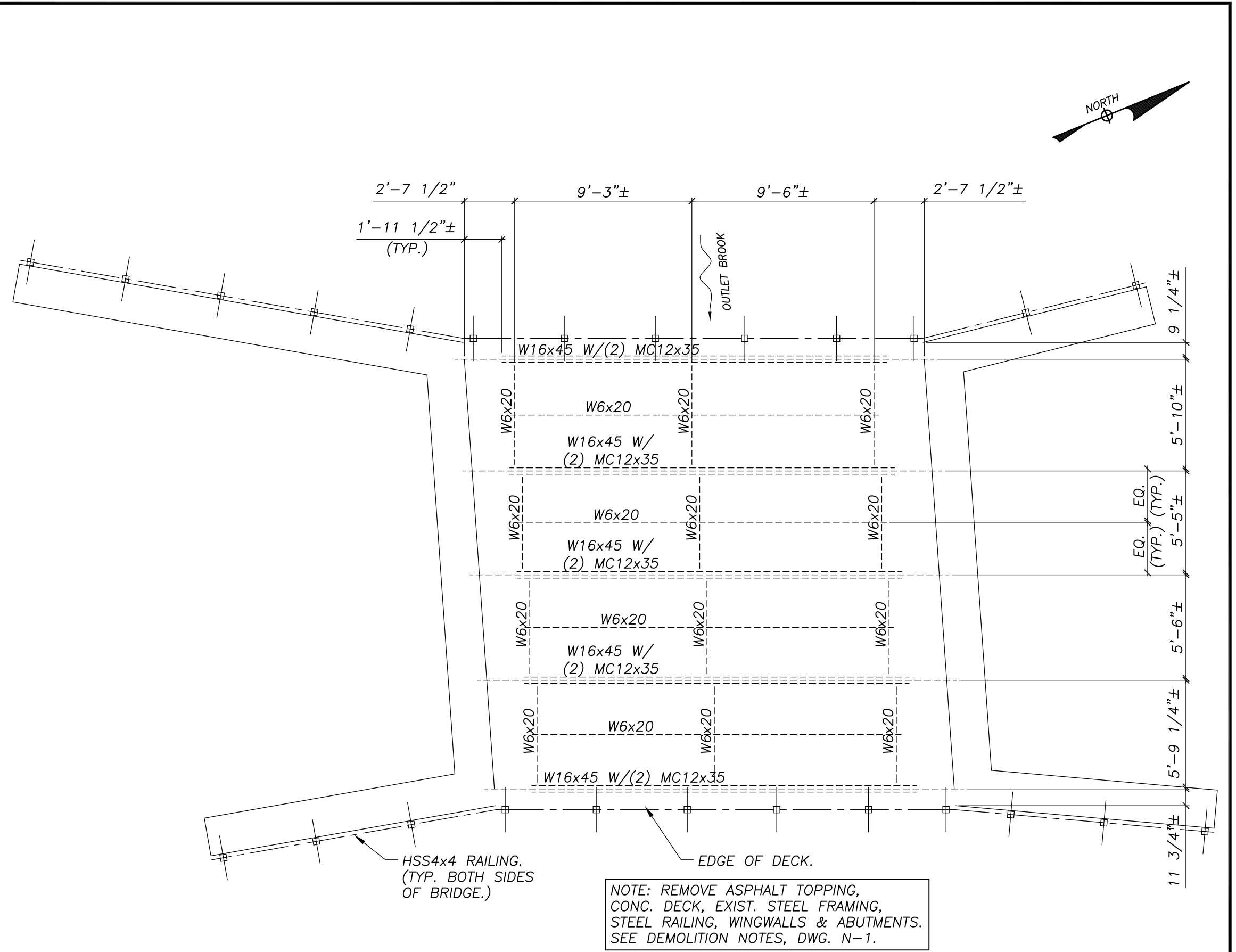
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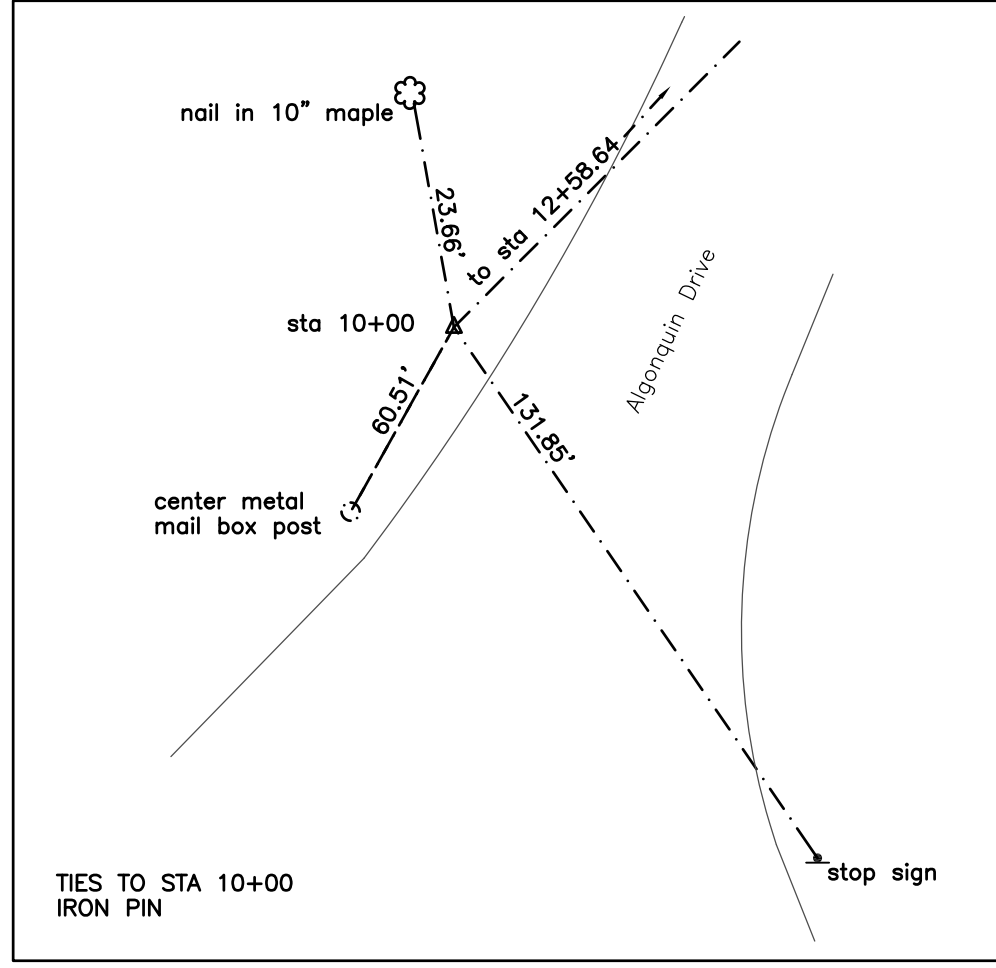
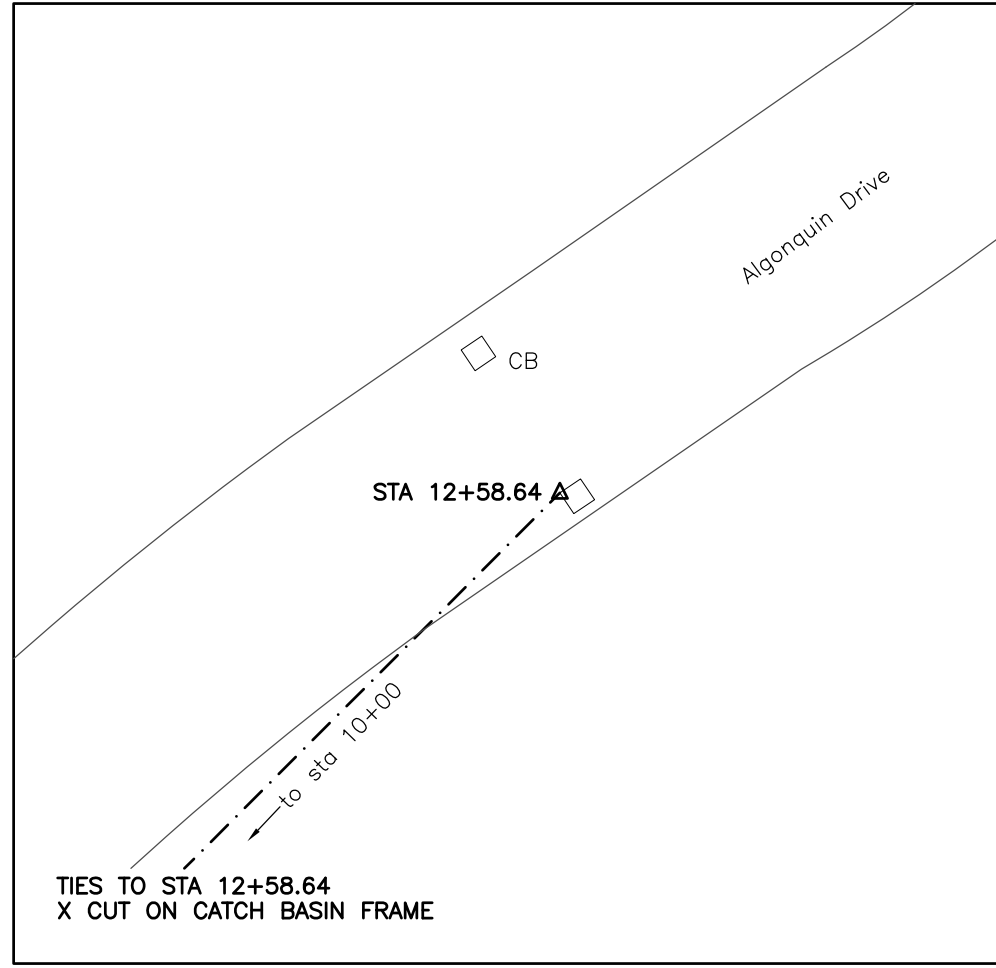




**DEMOLITION AND EROSION CONTROL PLAN**  
1" = 10'-0"



**BRIDGE DECK DEMOLITION PLAN**  
3/16"=1'-0"



**SURVEY BASELINE TIES**  
N.T.S.

**SURVEYED BY**  
**DAVID F. BARRASS**  
**LAND SURVEYOR**  
5 MAPLE STREET  
CORINTH, NEW YORK

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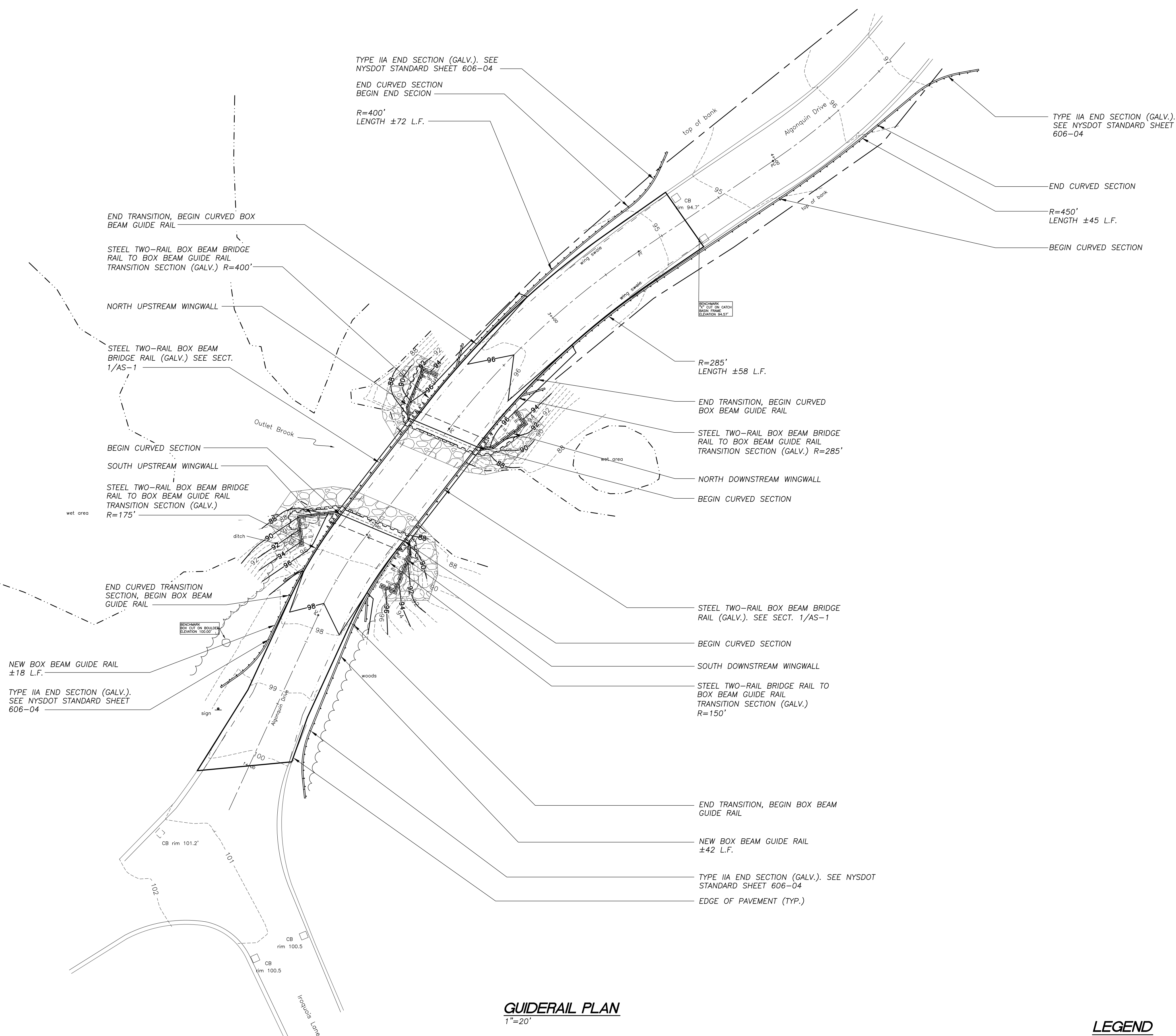
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PROJ. NO: 12-474.35 CHK'D BY: CBS

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DRAWING TITLE  
**PRECAST CONCRETE BRIDGE PROJECTS**  
FEBRUARY, 2015  
- PROJECT A -  
**DEMOLITION & EROSION CONTROL PLANS**

DRAWING NO. **A/C-1**  
SHT. 2 OF 21  
REV. 2





**LEGEND**

- 98----- EXISTING CONTOUR  
 ————98———— NEW CONTOUR  
 ——— - - ——— EXISTING OVERHEAD UTILITY  
 - - - - - ASSUMED OHWM

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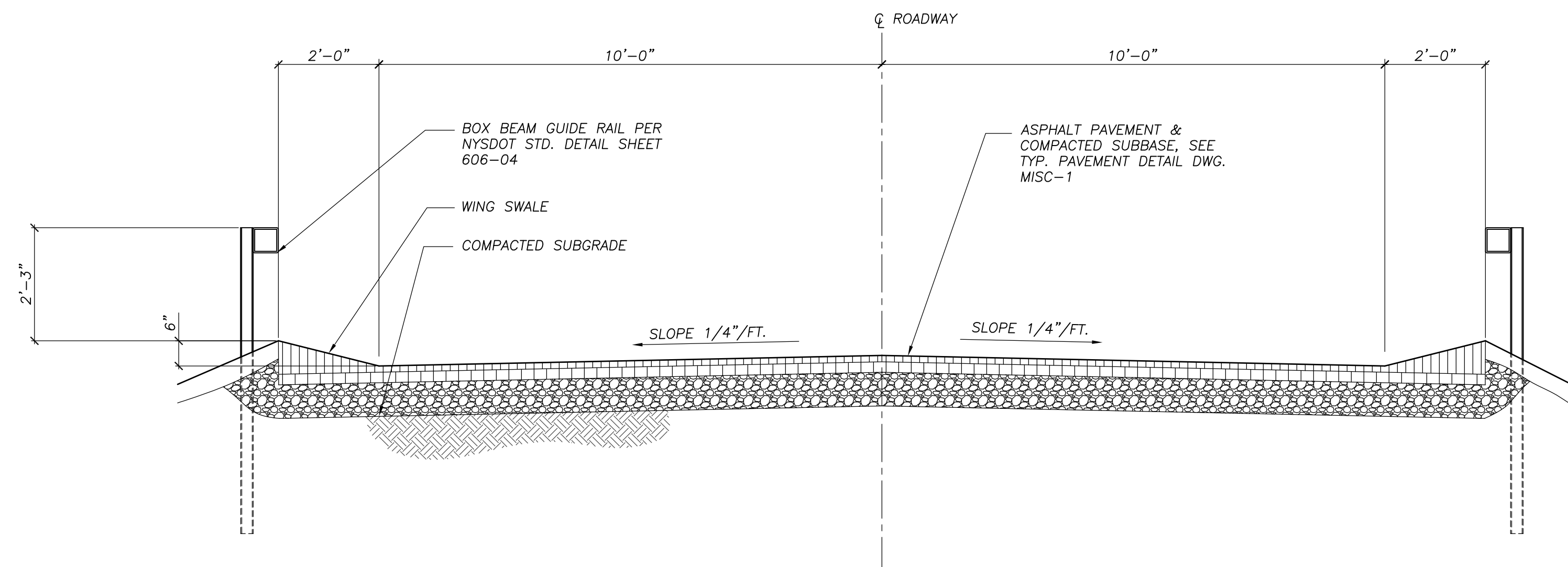
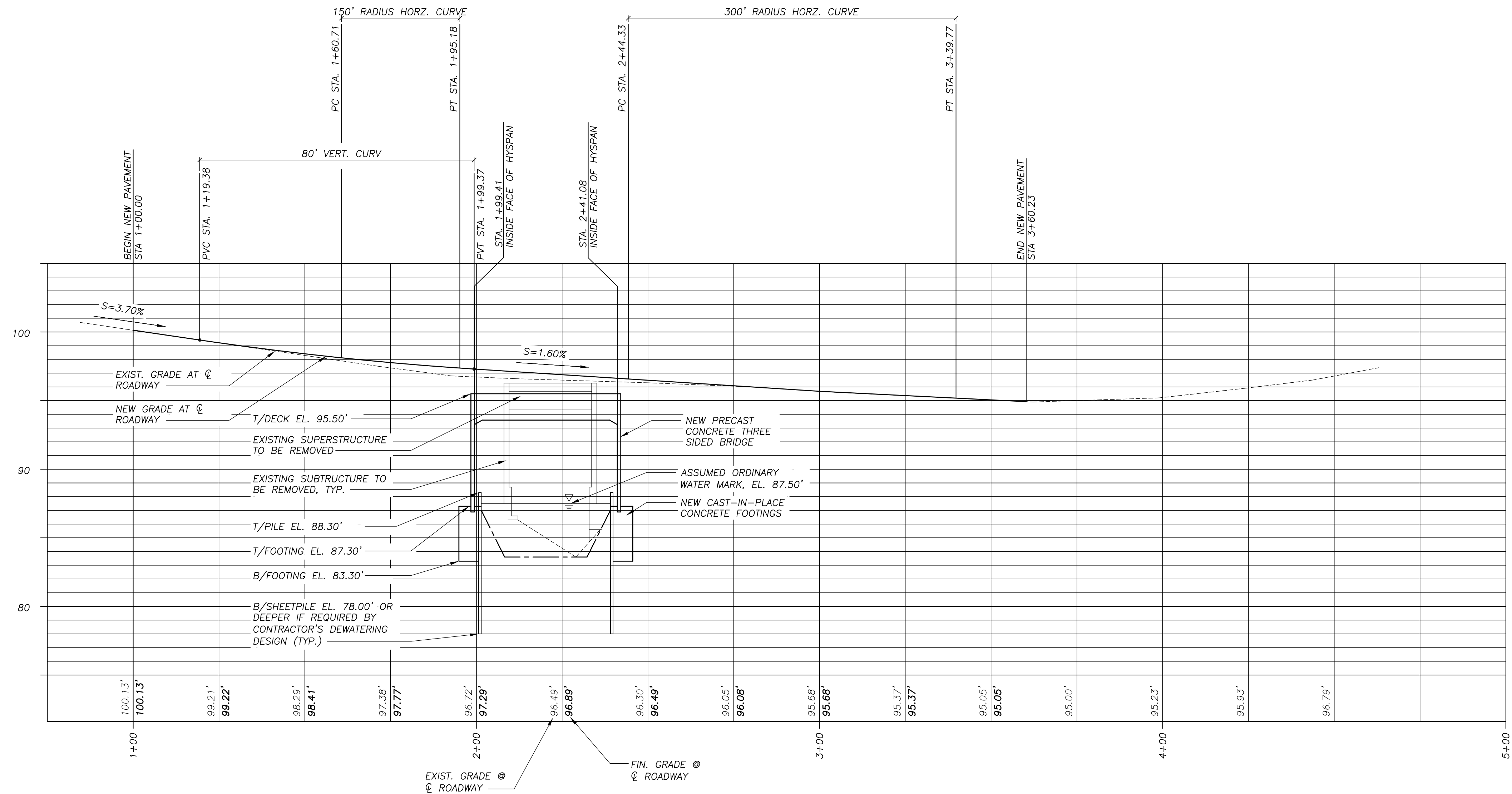
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FEBRUARY, 2015  
— PROJECT A —

GUIDERAIL PLAN	
DRAWING NO. <b>A/C-3</b>	SHT. <u>4</u> OF <u>21</u>
	REV. <u>2</u>





**SURVEYED BY**  
**DAVID F. BARRASS**  
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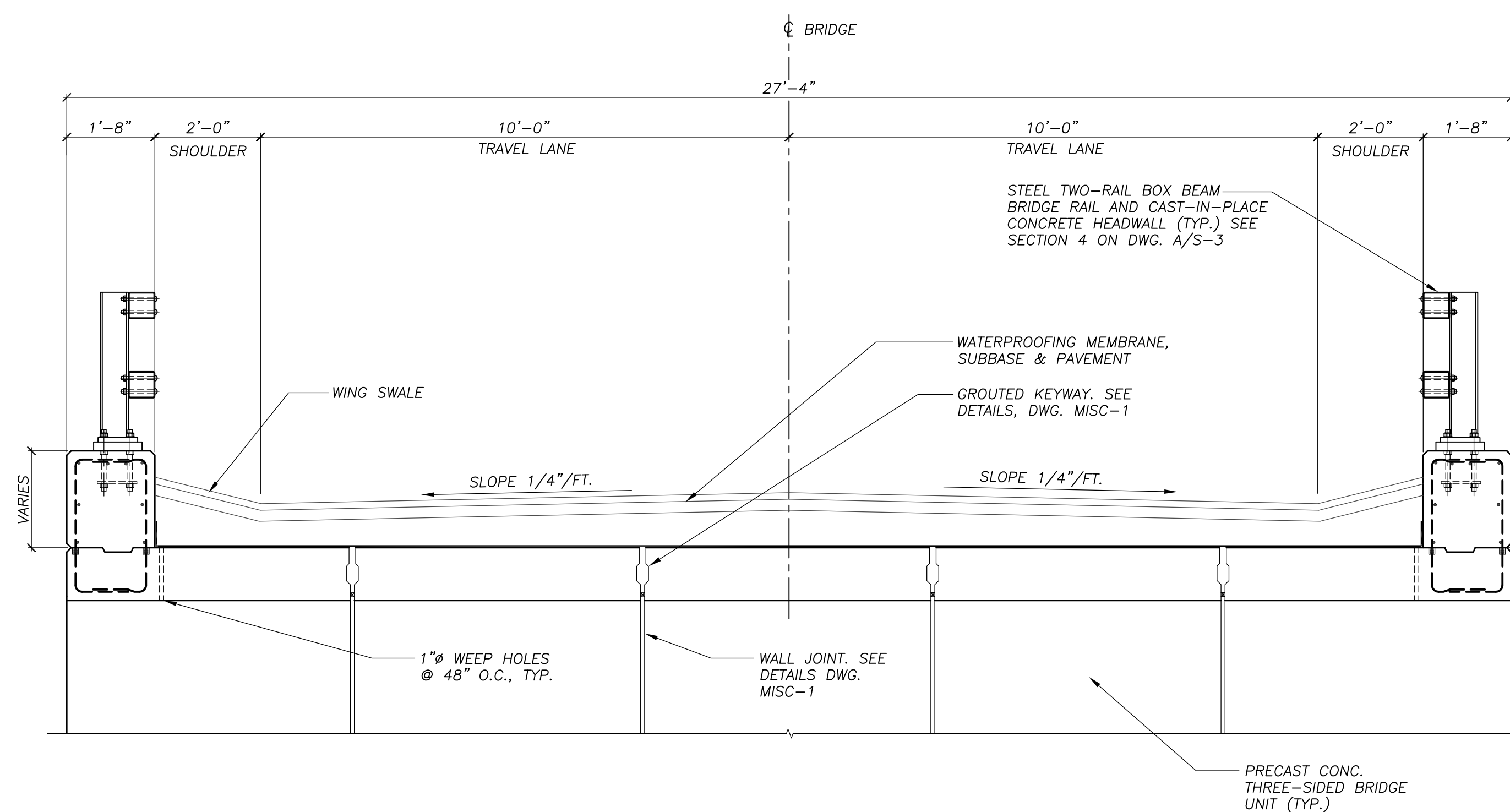
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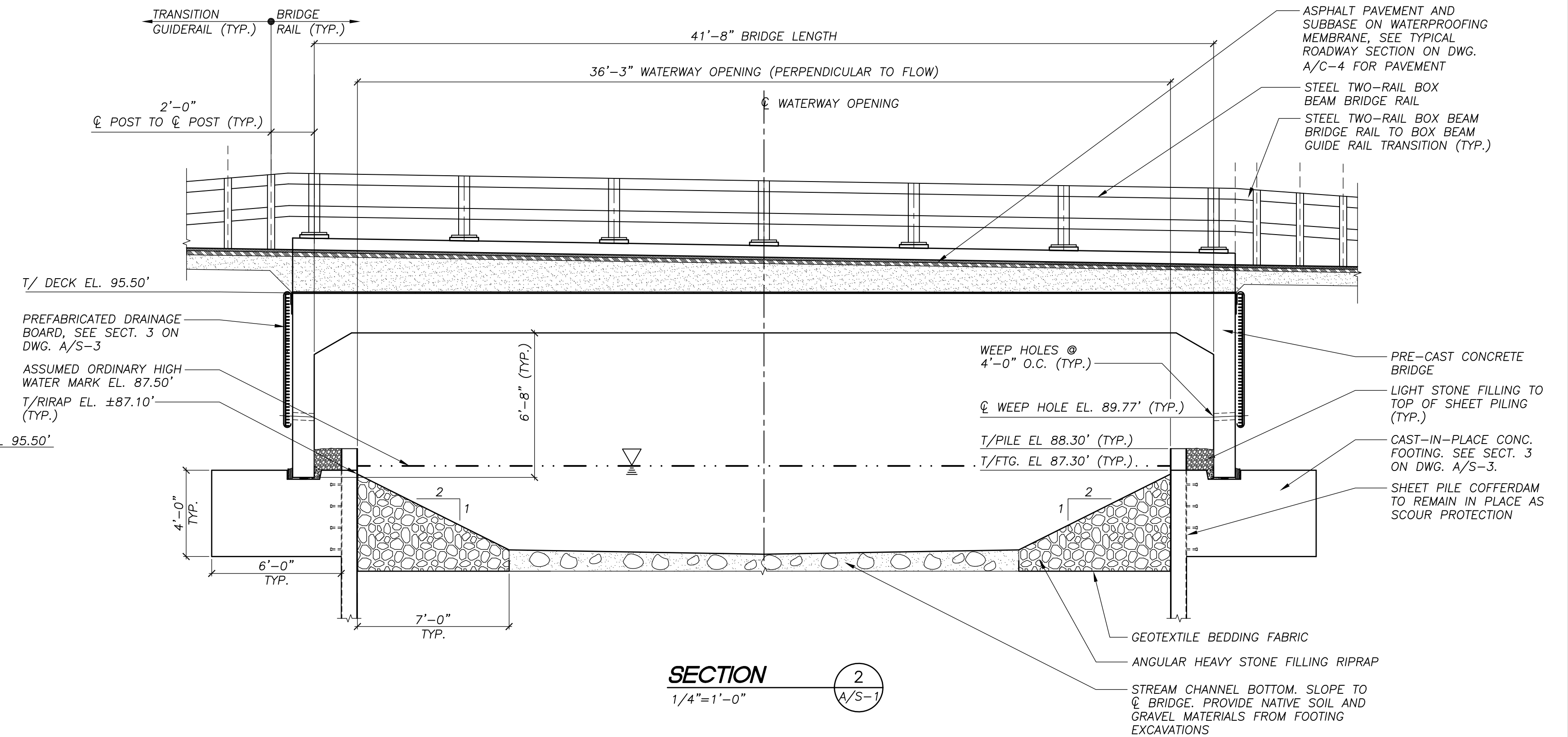
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 FEBRUARY, 2015  
 — PROJECT A —  
**ROADWAY PROFILE & SECTION**

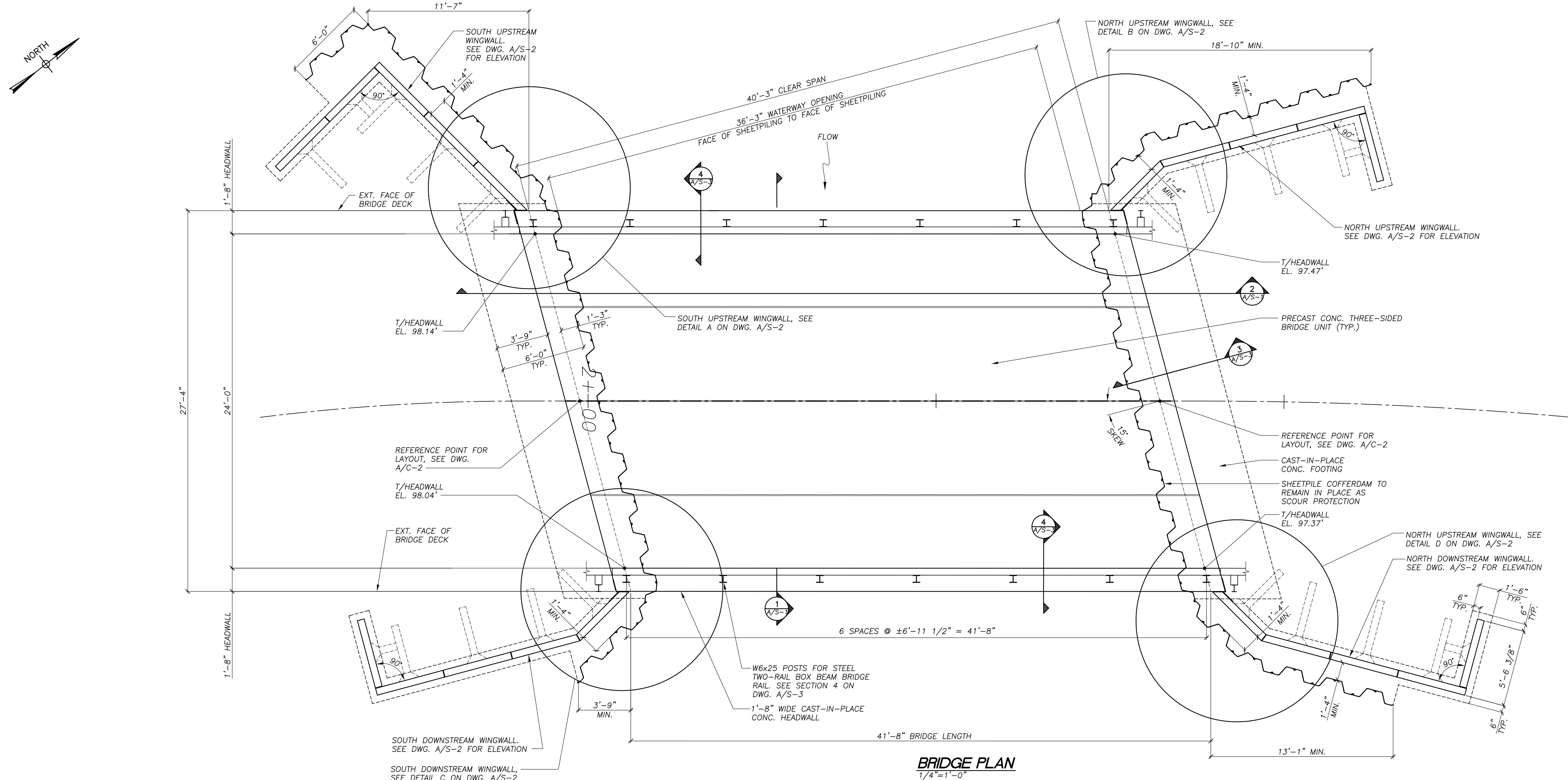
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<b>A/C-4</b>	REV. 2



**SECTION 1**  
1/2"=1'-0"



**SECTION 2**  
1/4"=1'-0"



**BRIDGE PLAN**  
1/4"=1'-0"

REV.		REVISIONS	
REV.	DATE	DESCRIPTION	
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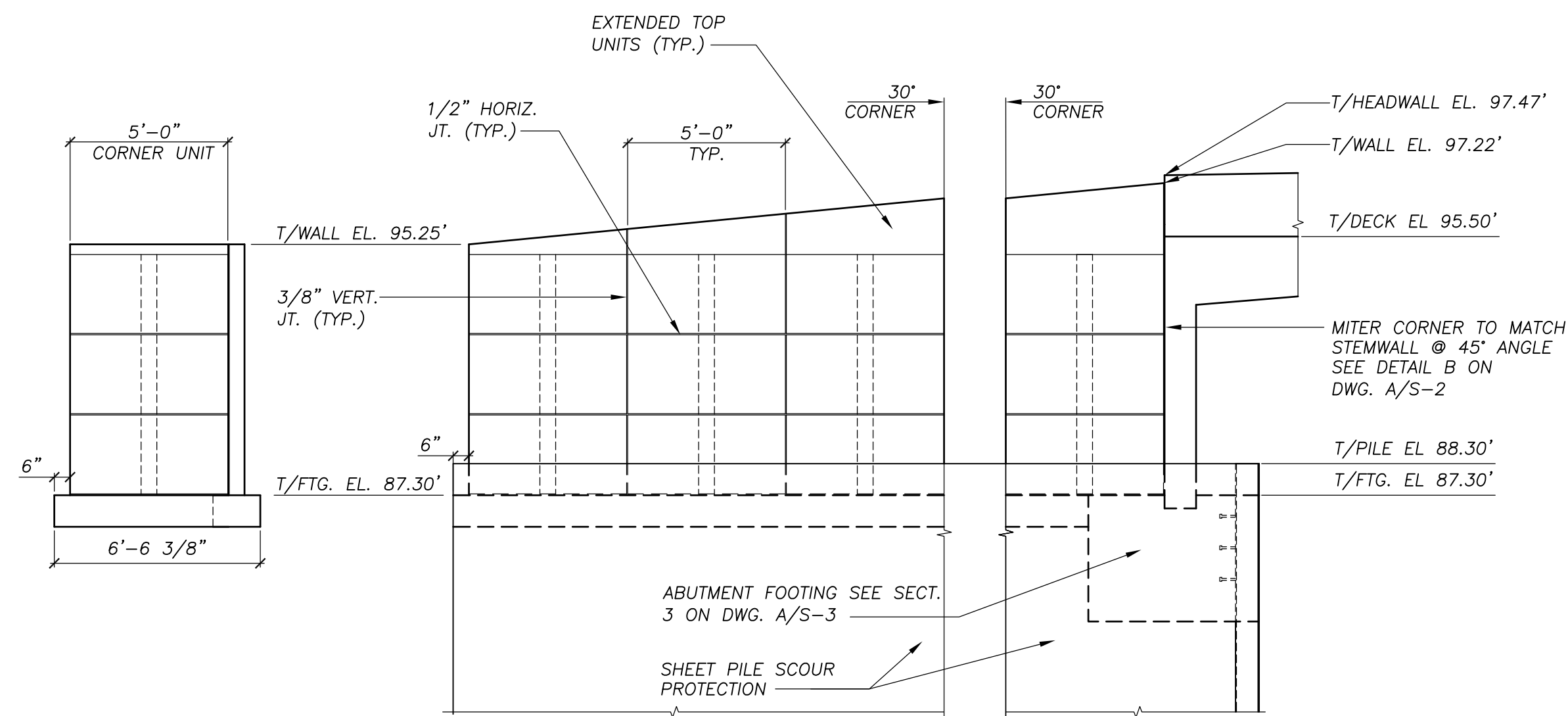
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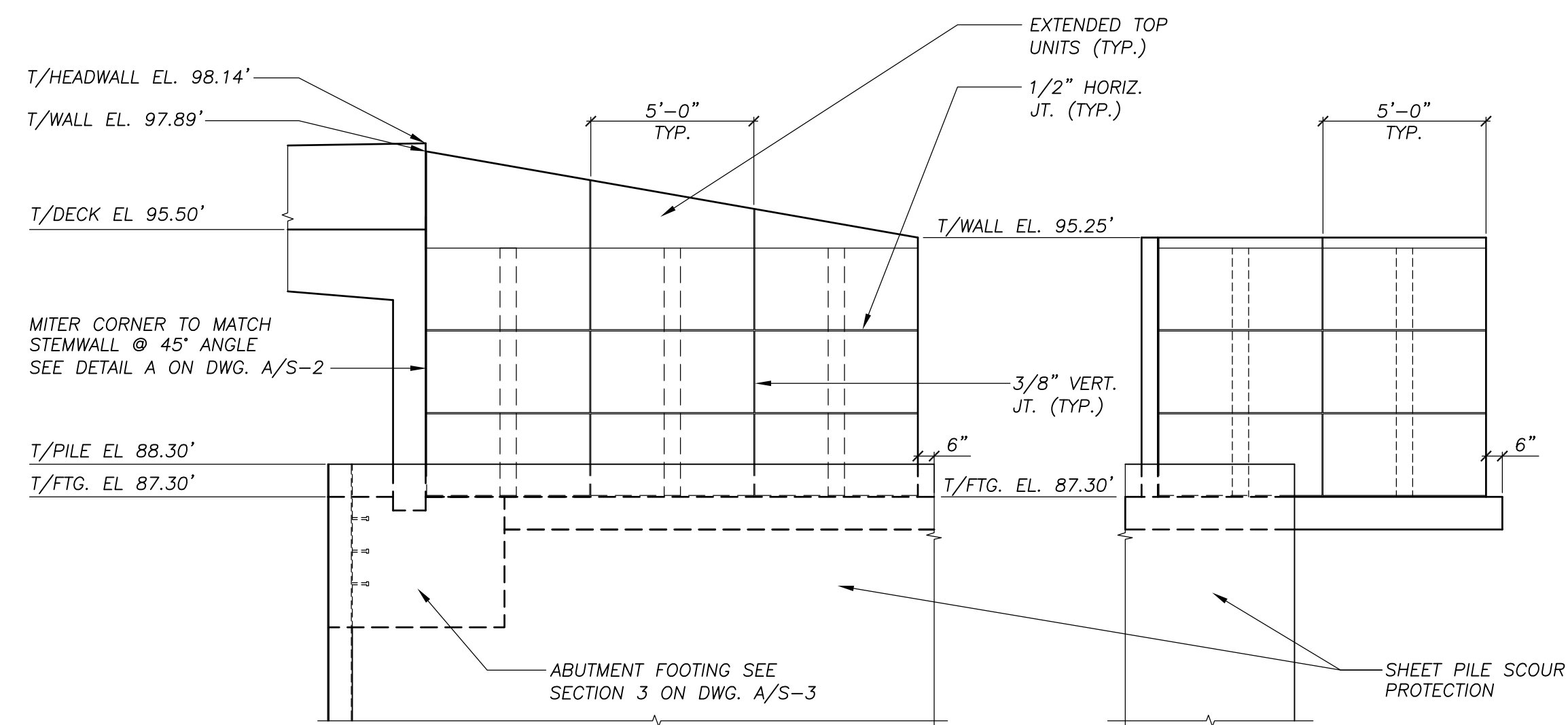
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**PRECAST CONCRETE BRIDGE PROJECTS**  
FEBRUARY, 2015  
- PROJECT A -

**BRIDGE PLAN & SECTIONS**

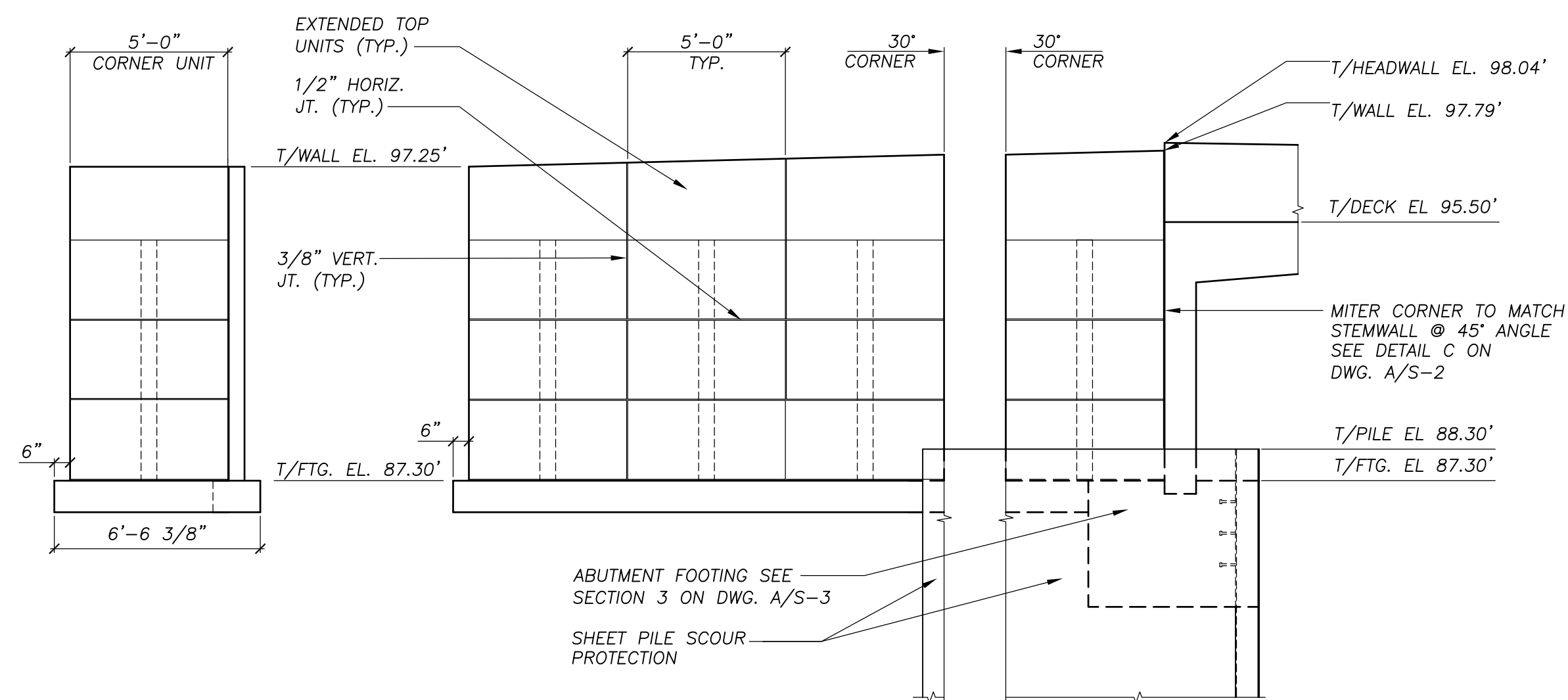
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REV. 2



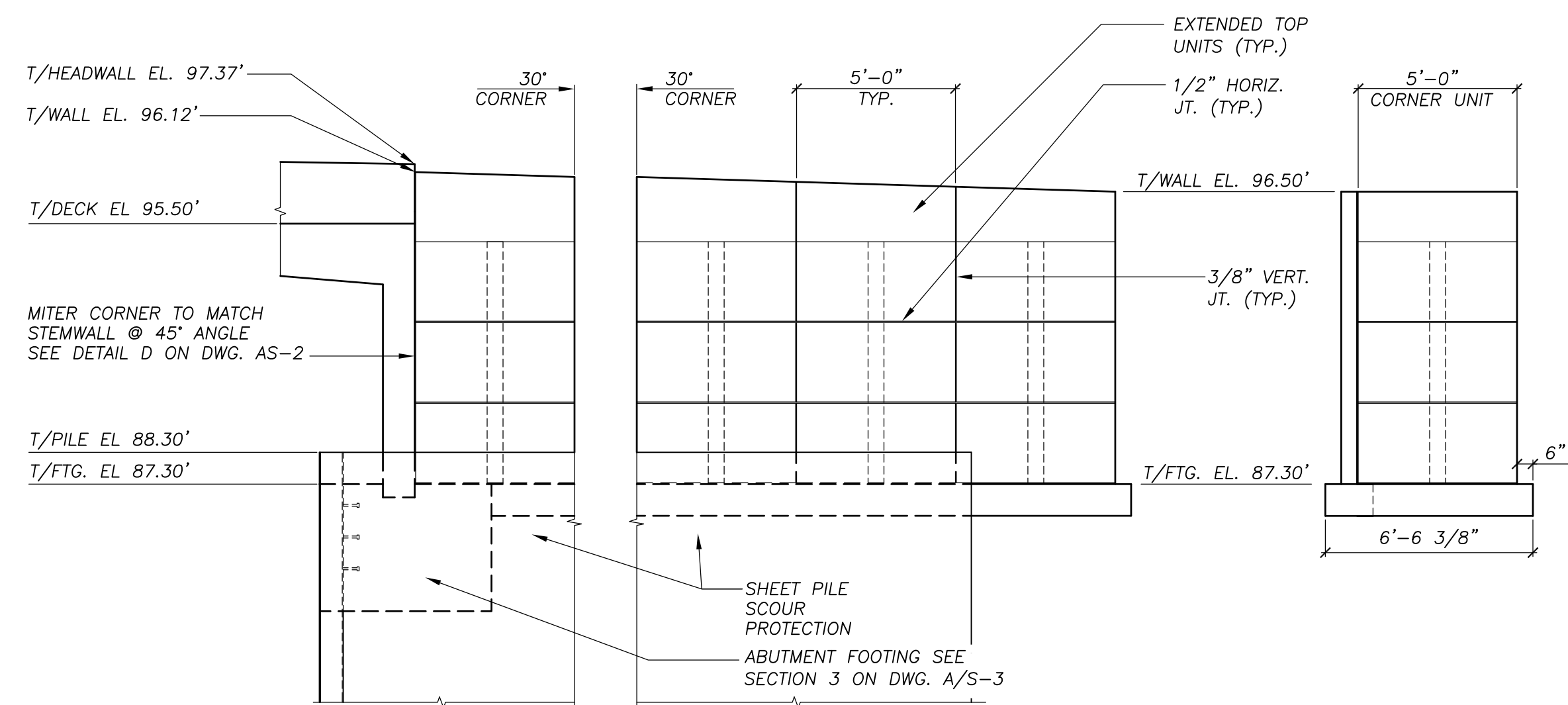
**NORTH UPSTREAM WINGWALL ELEVATION**  
1/4"=1'-0"



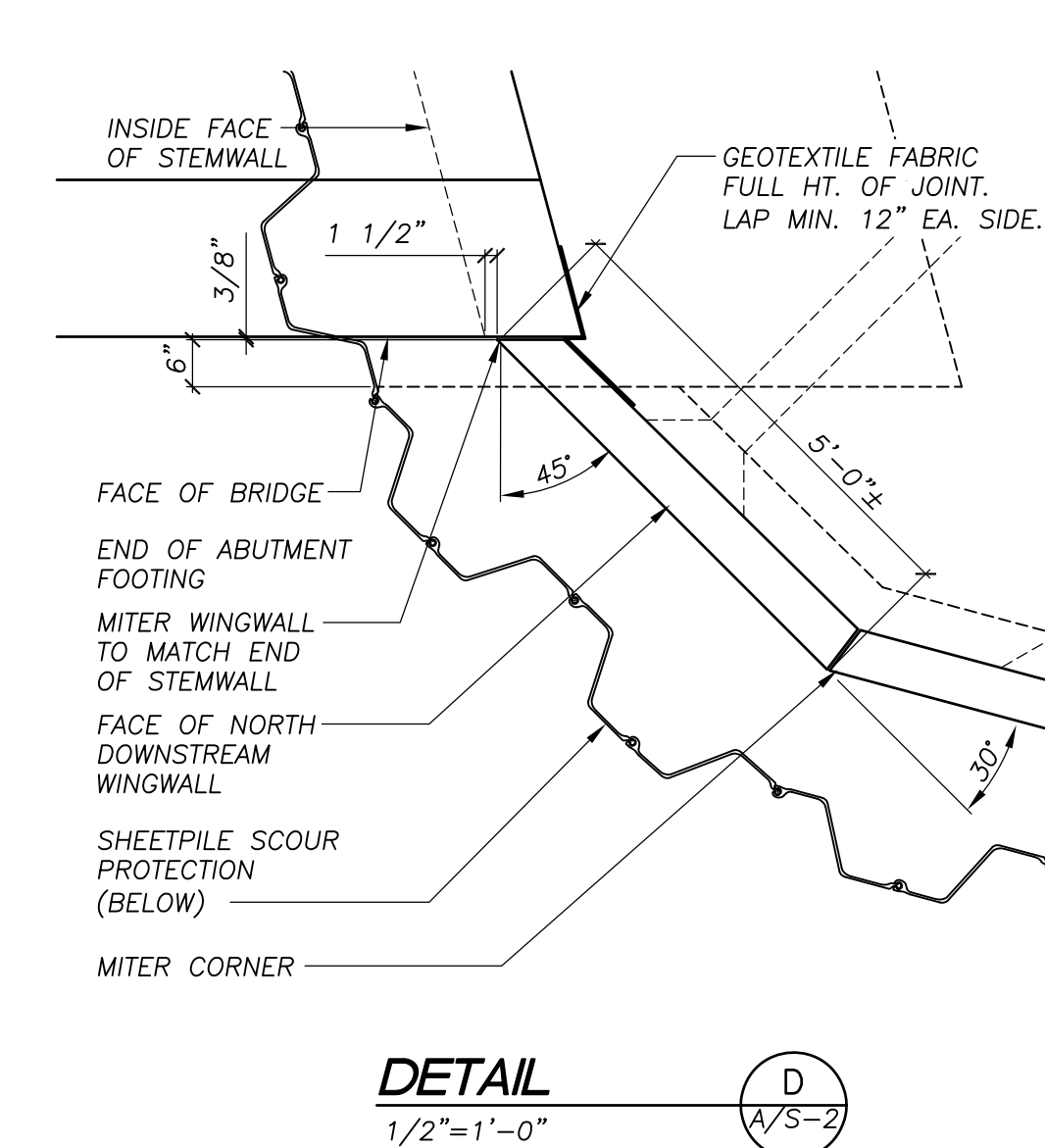
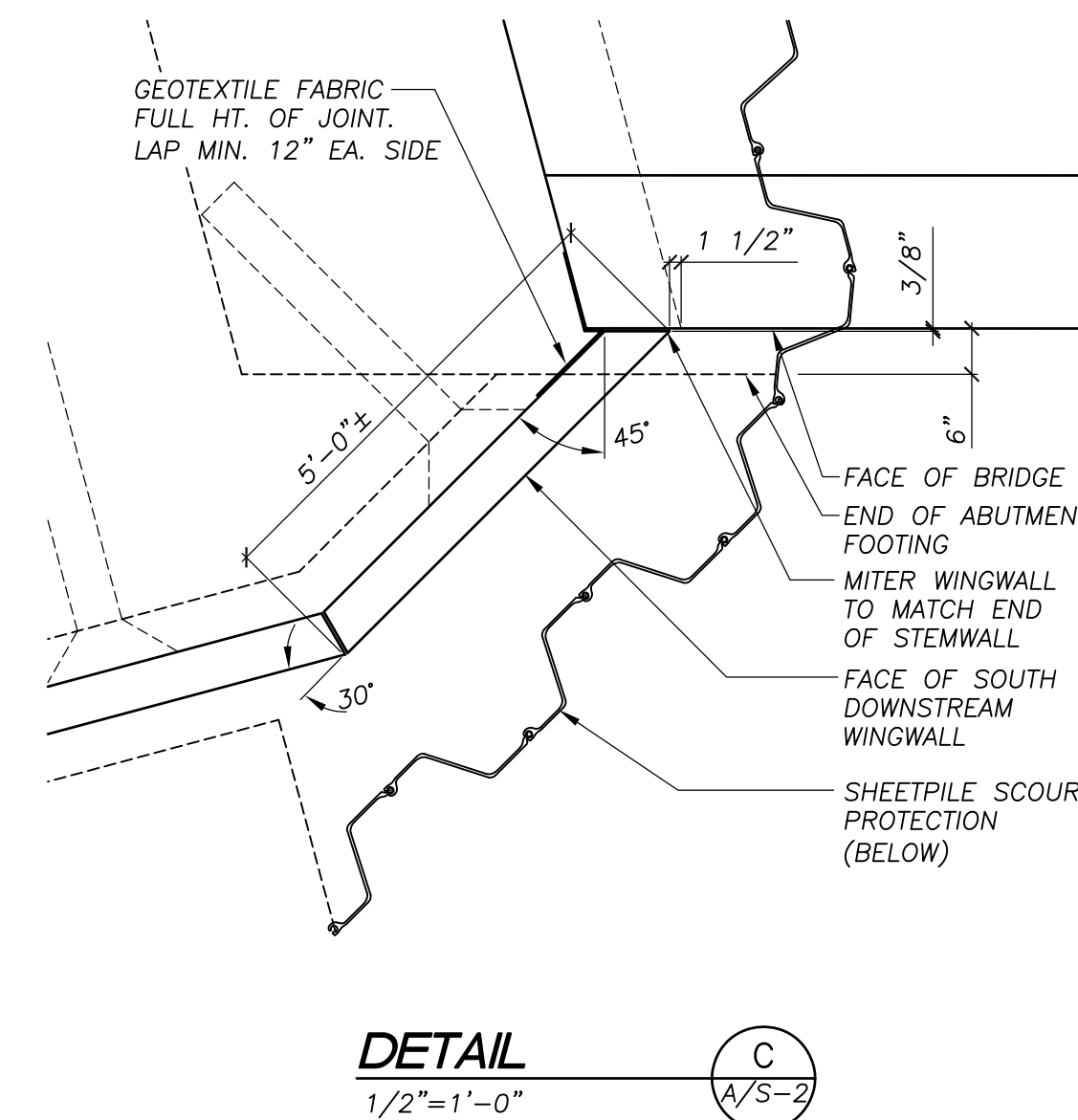
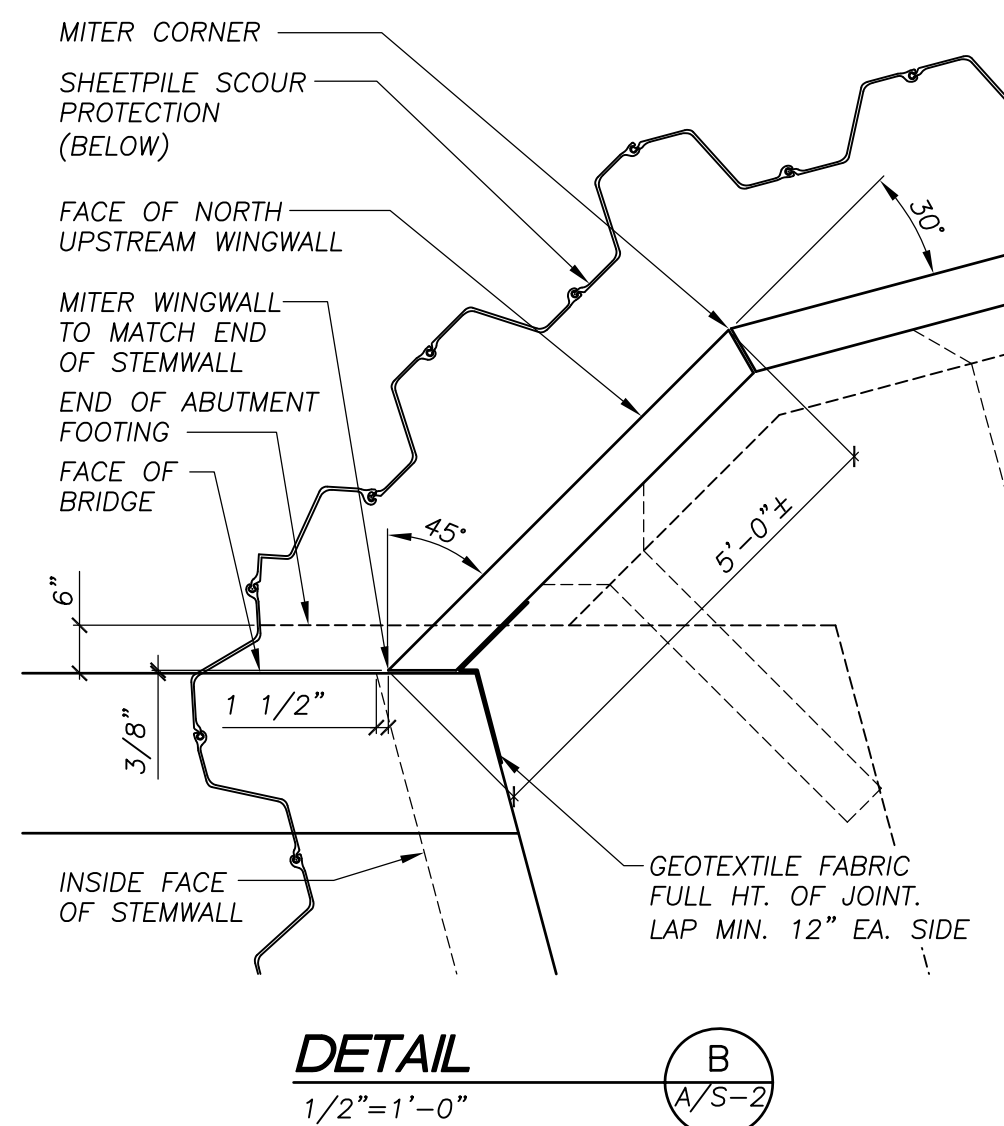
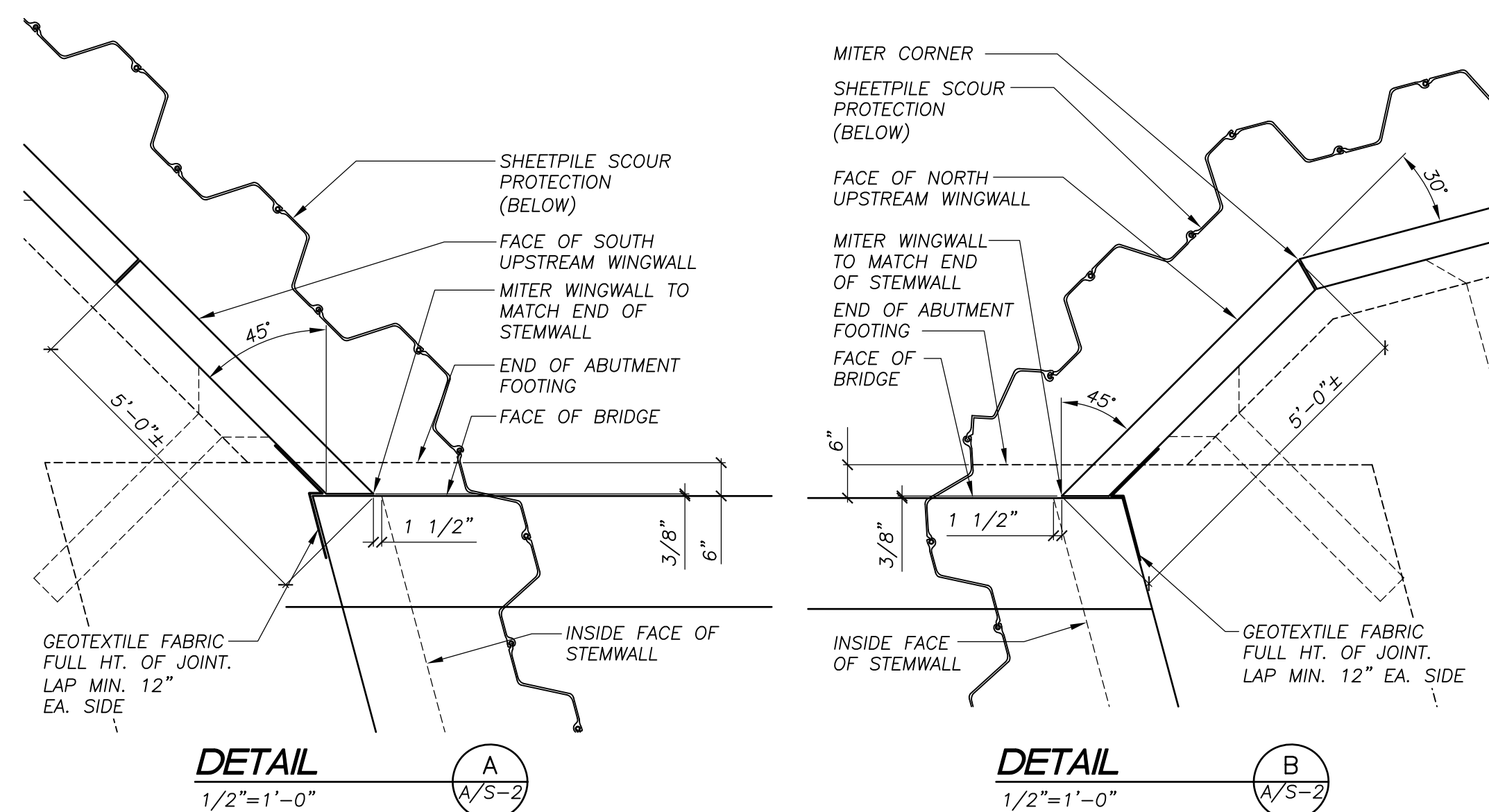
**SOUTH UPSTREAM WINGWALL ELEVATION**  
1/4"=1'-0"



**SOUTH DOWNSTREAM WINGWALL ELEVATION**  
1/4"=1'-0"



**NORTH DOWNSTREAM WINGWALL ELEVATION**  
1/4"=1'-0"



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FEBRUARY, 2015  
- PROJECT A -  
WINGWALL ELEVATIONS  
& DETAILS

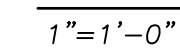
DRAWING NO. A/S-2 SHT. 7 OF 21  
REV. 2




$$\overline{3/4'' = 1' - 0''}$$

A/S

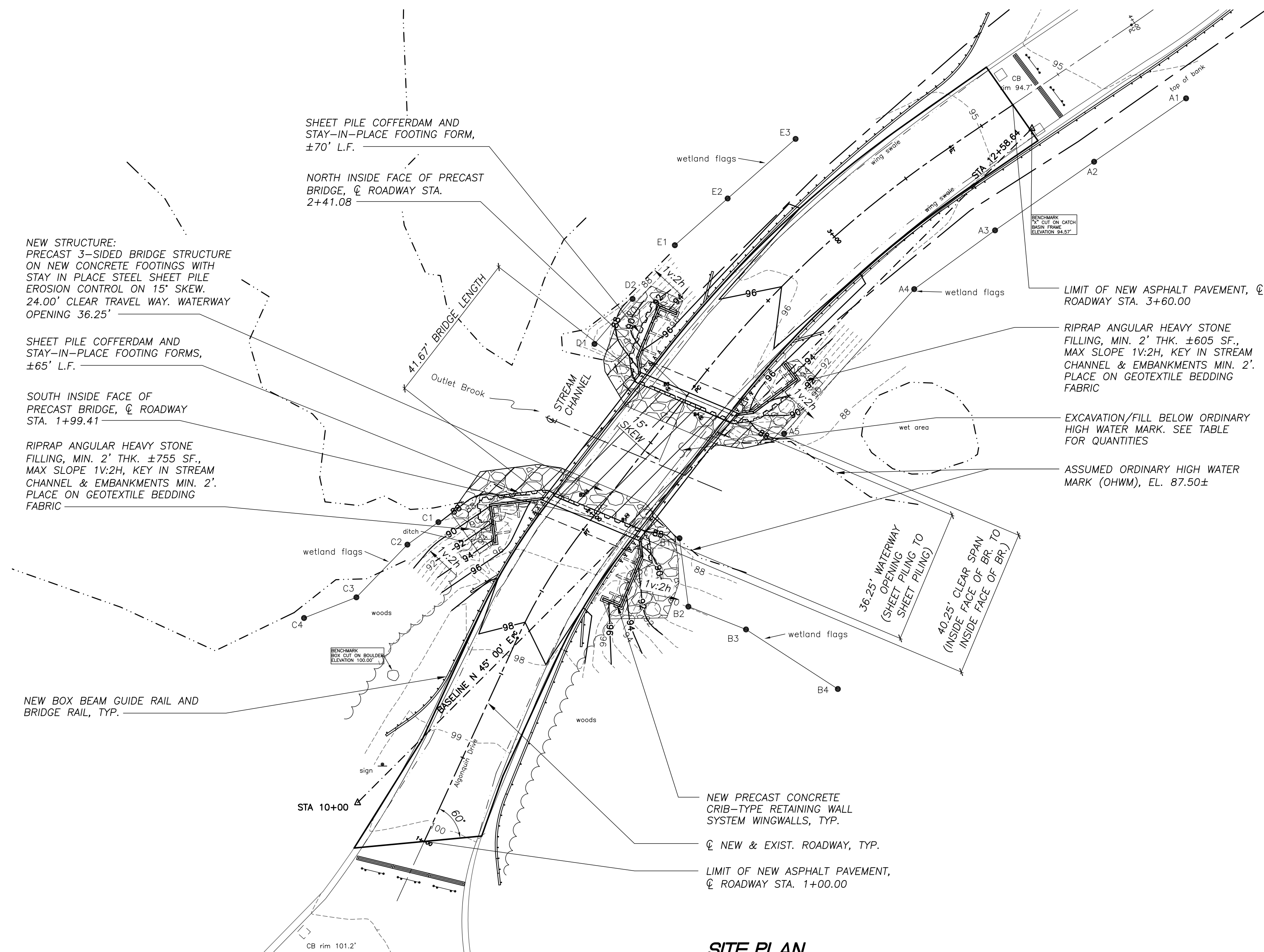
A/S



(A)

(A)

A/S J	REV. 2
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TRANSITION GUIDERAIL (TYP.)

BRIDGE RAIL (TYP.)

41'-8"± BRIDGE LENGTH

36'-3" WATERWAY OPENING (PERPENDICULAR TO FLOW)

2'-0"±  
CL POST TO CL POST (TYP.)

CL WATERWAY OPENING

ASPHALT PAVEMENT AND SUBBASE ON WATERPROOFING MEMBRANE, SEE TYPICAL ROADWAY SECTION ON DWG. A/C-4 FOR PAVEMENT

STEEL TWO-RAIL BOX BEAM BRIDGE RAIL

STEEL TWO-RAIL BOX BEAM BRIDGE RAIL TO BOX BEAM GUIDE RAIL TRANSITION (TYP.)

T/ DECK EL. 95.50'

ASSUMED ORDINARY HIGH WATER MARK EL. 87.50'

EXISTING BRIDGE TO BE REMOVED

PRE-CAST CONCRETE BRIDGE

LIGHT STONE FILLING TO TOP OF SHEET PILING (TYP.)

CAST-IN-PLACE CONC. FOOTING. SEE SECT. 3/AS-3.

SHEET PILE COFFERDAM TO REMAIN IN PLACE AS SCOUR PROTECTION

WEEP HOLES @ 4'-0" O.C. (TYP.)

CL WEEP HOLE EL. 89.77' (TYP.)

T/PILE EL. 88.30' (TYP.)

T/FTG. EL. 87.30' (TYP.)

4'-0"± TYP.

6'-0"± TYP.

4'-6"± TYP.

5'-0"± TYP.

GEOTEXTILE BEDDING FABRIC

ANGULAR HEAVY STONE FILLING RIPRAP

STREAM CHANNEL BOTTOM. SLOPE TO CL BRIDGE. PROVIDE NATIVE SOIL AND GRAVEL MATERIALS FROM FOOTING EXCAVATIONS

**BRIDGE SECTION**

1" = 4'-0"

EXCAVATION/FILL BELOW ORDINARY HIGH WATER MARK. SEE TABLE FOR QUANTITIES

1. THE PROJECT SITE WAS VISITED BY ADIRONDACK PARK AGENCY STAFF ON 9/30/2014. STAFF FLAGGED EXISTING WETLANDS AS FLAG NUMBERS A-1 THROUGH A-5, B-1 THROUGH B-4, C-1 THROUGH C-4, D1 THROUGH D-2, AND E-1 THROUGH E-3 AS SHOWN ON THE SITE PLAN.
2. POTENTIAL DISTURBANCE OF ±15 SQUARE FEET (0.0003 ACRE) OF WETLAND AT THE NORTHEAST CORNER OF THE BRIDGE, SINCE THE EXTENT OF THE DISTURBANCE IS LESS THAN 0.1 ACRE, NO MITIGATION MEASURES ARE PROPOSED.

APPROXIMATE EARTHWORK QUANTITIES BELOW ORDINARY HIGH WATER MARK					
		UPSTREAM OF BRIDGE	BELOW BRIDGE	DOWNSTREAM OF BRIDGE	TOTAL
EXCAVATION		11 cu. yd.	200 cu. yd.	4 cu. yd.	215 cu. yd.
FILL	RIPRAP	11 cu. yd.	43 cu. yd.	4 cu. yd.	58 cu. yd.
	STREAM BED MATERIAL	4 cu. yd.	23 cu. yd.	4 cu. yd.	31 cu. yd.

REVISIONS		
REV.	DATE	DESCRIPTION
0	4/24/15	ISSUED FOR REVIEW
1	4/27/15	BID AND CONSTRUCTION



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Evergreen Professional Park  
453 Dixon Road, Suite 7, Bldg. 3  
Queensbury, New York 12804  
(518) 761-0417 FAX: (518) 761-0513

SCALE: AS SHOWN	DRAWN BY: SP
DATE: 4/27/15	ENG. BY: JC
PROJ. NO: 12-474.35	CHK'D BY: CE

CLIENT NAME  
ESSEX COUNTY DEPARTMENT  
OF PUBLIC WORKS  
Elizabethtown, NY

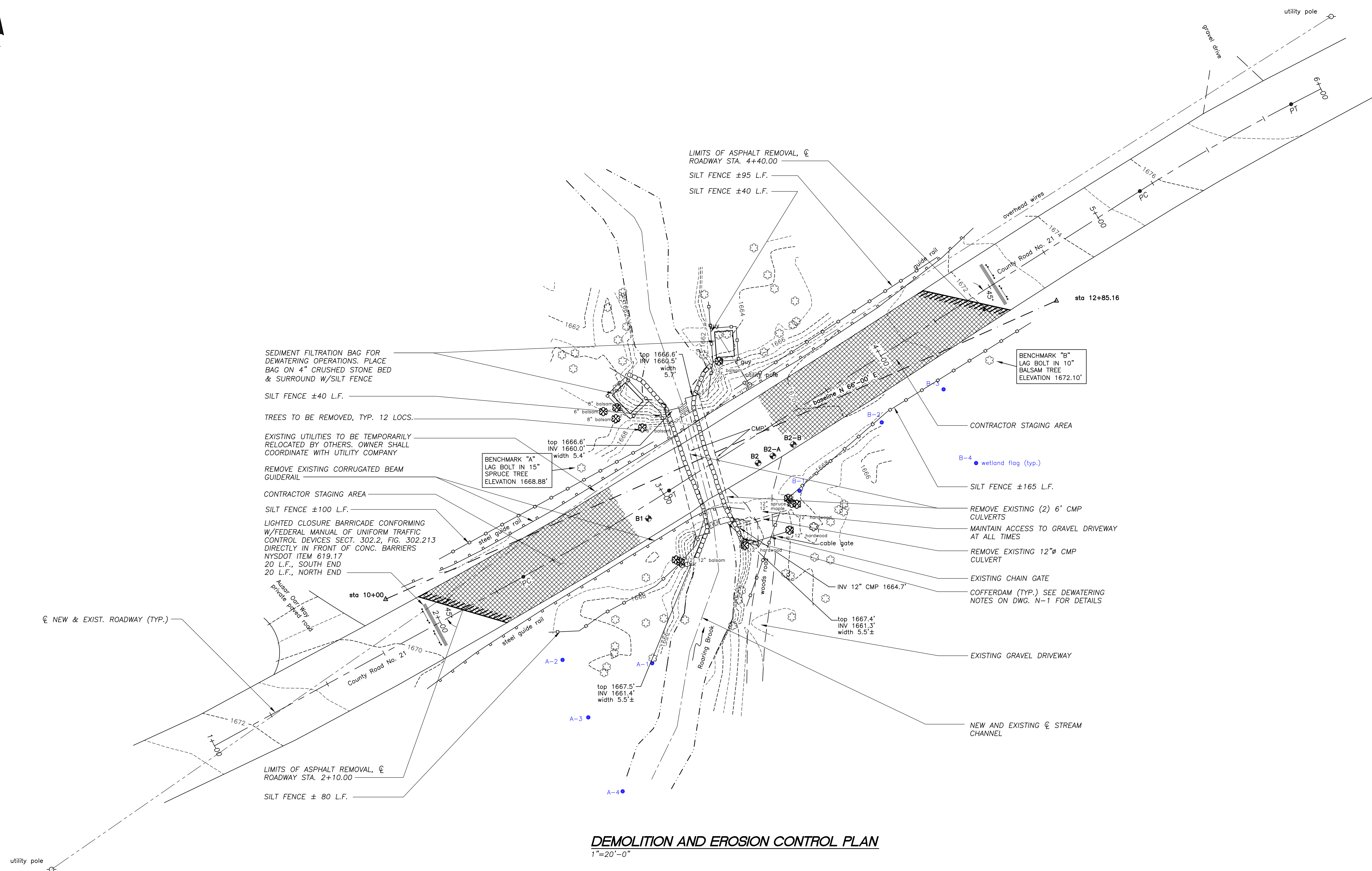
DRAWING TITLE  
ALGONQUIN DRIVE OVER OUTLET BROOK  
BRIDGE REPLACEMENT  
U.S. ARMY CORPS  
OF ENGINEERS  
PERMIT DRAWING

DRAWING NO.	SHT. <u>9</u> OF <u>21</u>
<b>A/COE-1</b>	REV. <u>1</u>

-----98----- EXISTING CONTOUR  
 =98= NEW CONTOUR  
 ----- EXISTING OVERHEAD UTILITY  
 - - - - - ASSUMED OHWM  
 - - - - - CONSTRUCTION BASELINE  
 B.3 • WETLAND FLAG

*SURVEYED BY  
DAVID F. BARRASS  
LAND SURVEYOR  
5 MAPLE STREET  
CORINTH, NEW YORK*

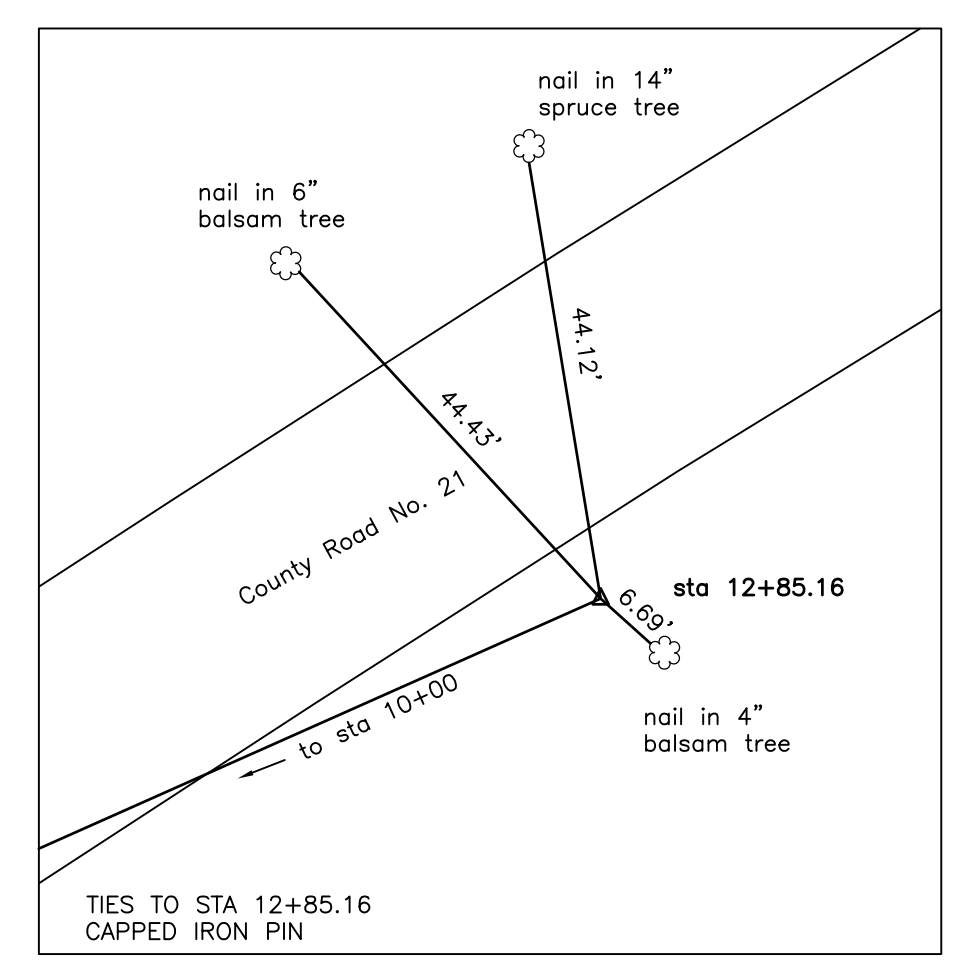
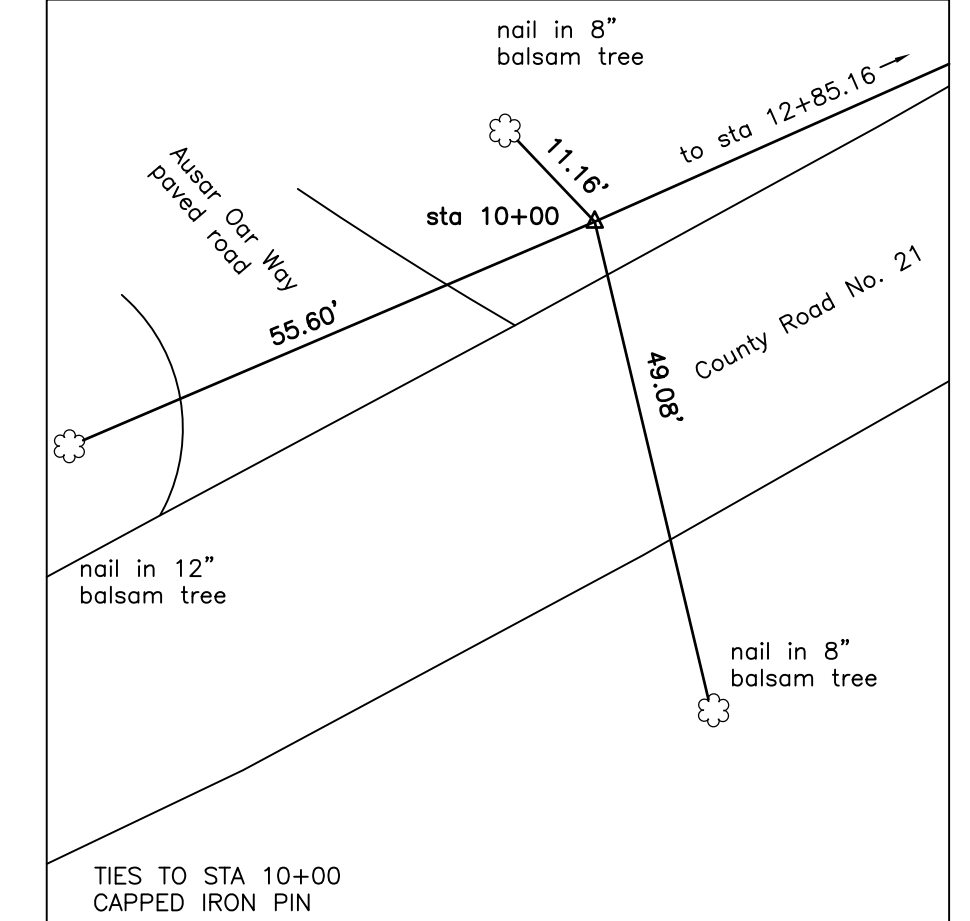




**DEMOLITION AND EROSION CONTROL PLAN**  
1"=20'-0"

**LEGEND**

- 98----- EXISTING CONTOUR.
- EXISTING OVERHEAD UTILITY.
- ○ ○ ○ ○ SILT FENCE.
- EDGE OF STREAM.
- CONSTRUCTION BASELINE
- B2 ● SOIL BORING
- A-3 ● WETLAND FLAG



**BASELINE STATION TIES**  
N.T.S.

REVISIONS		
REV.	DATE	DESCRIPTION
0	1/19/15	ISSUED FOR REVIEW
1	2/9/15	MODS. PER TNC REVIEW
2	4/27/15	BID AND CONSTRUCTION



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SCALE:	AS SHOWN	DRAWN BY:	SRA
DATE:	4/27/15	ENG. BY:	JGL
PROJ. NO:	12-474.37	CHK'D BY:	CBS

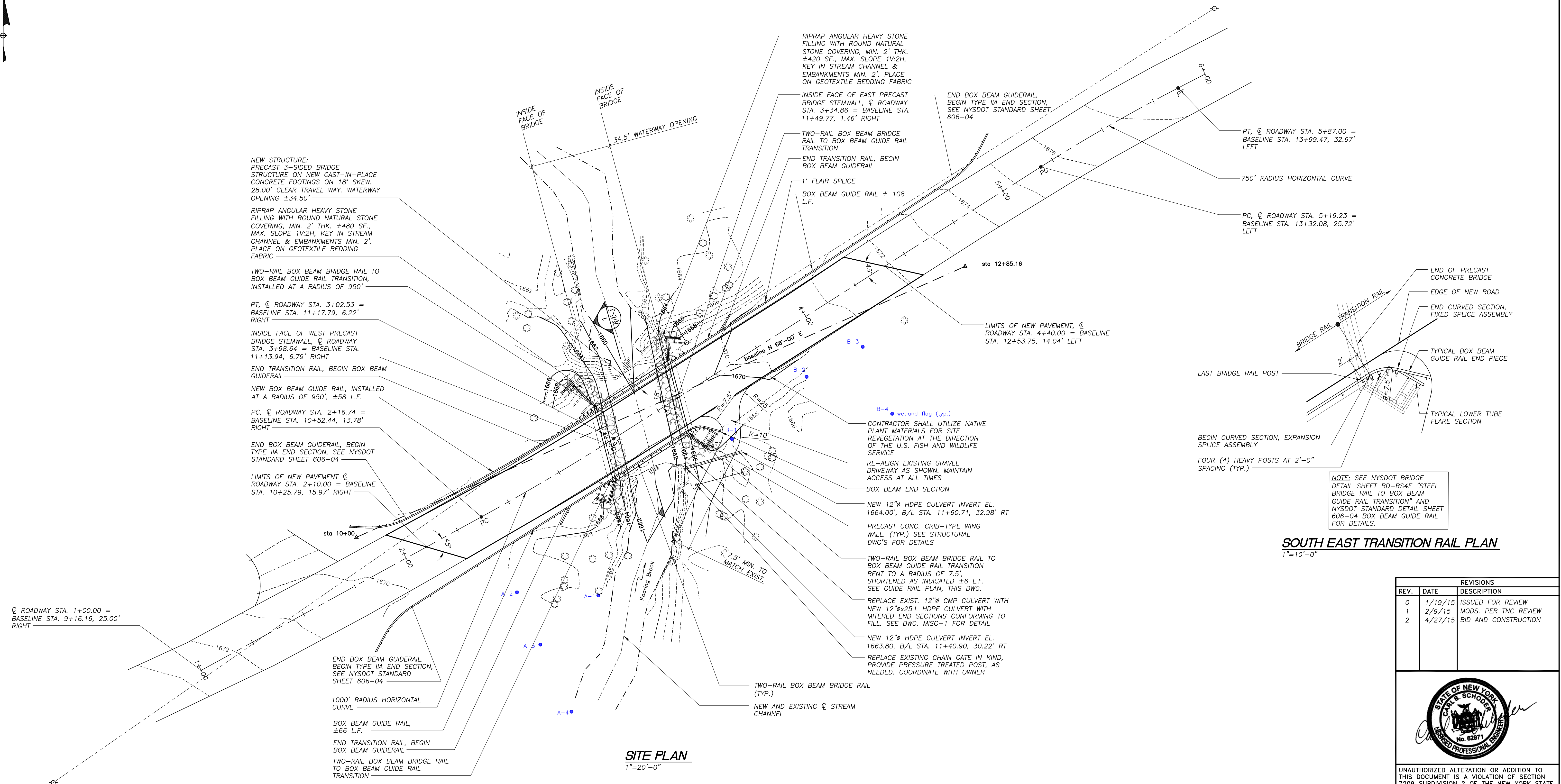
CLIENT NAME  
**ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS**  
Elizabethtown, NY

DRAWING TITLE  
**PRECAST CONCRETE BRIDGE PROJECTS**  
FEBRUARY, 2015  
- PROJECT B -  
**DEMOLITION & EROSION CONTROL PLAN**

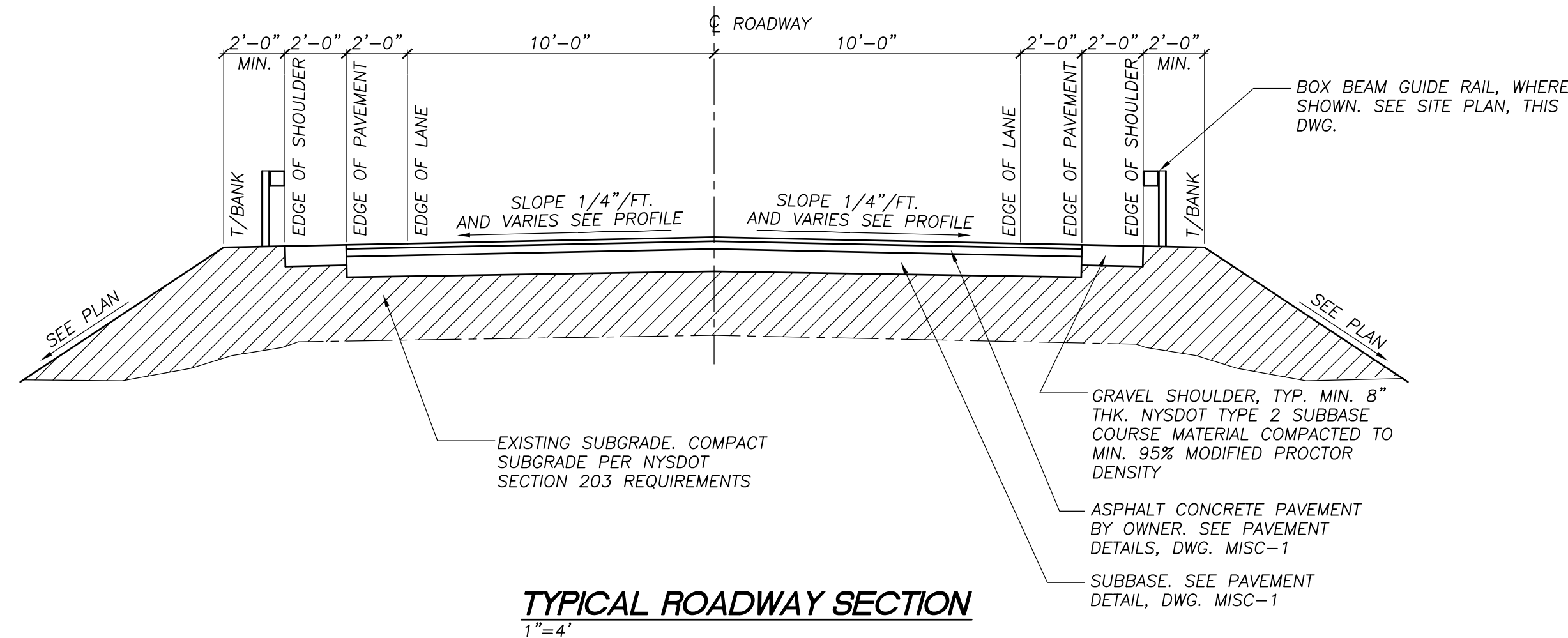
DRAWING NO.	SHT. 10 OF 21
<b>B/C-1</b>	REV. 2

**SURVEYED BY**  
**DAVID F. BARRASS**  
**LAND SURVEYOR**  
5 MAPLE STREET  
CORINTH, NEW YORK

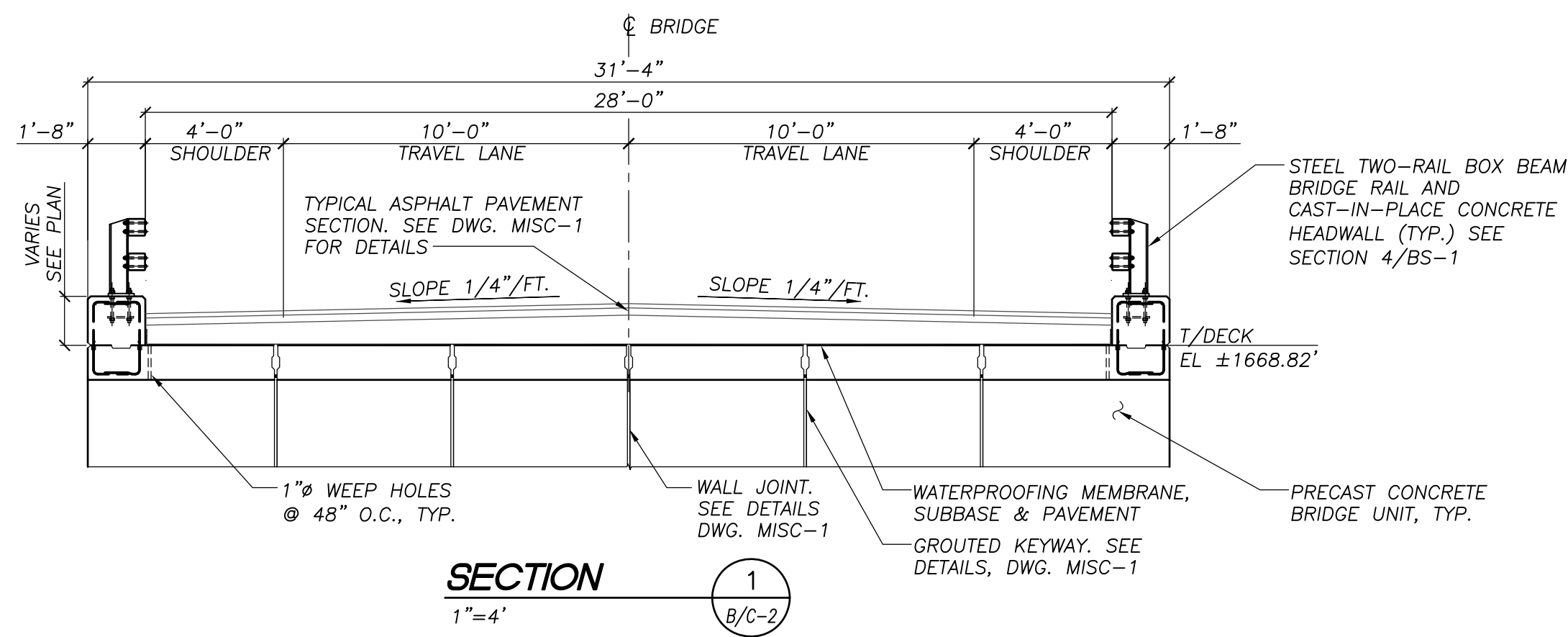




**SITE PLAN**  
1"=20'-0"



**TYPICAL ROADWAY SECTION**  
1"=4'



**SECTION**  
1"=4'

**LEGEND**

- 98--- EXISTING CONTOUR.
- 98— NEW CONTOUR.
- - - - - EXISTING OVERHEAD UTILITY.
- · - · - · - EDGE OF STREAM.
- - - - - CONSTRUCTION BASELINE
- A-3 • WETLAND FLAG

**SURVEYED BY**  
**DAVID F. BARRASS**  
**LAND SURVEYOR**  
5 MAPLE STREET  
CORINTH, NEW YORK

**SOUTH EAST TRANSITION RAIL PLAN**  
1"=10'-0"

REVISIONS		
REV.	DATE	DESCRIPTION
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2	4/27/15	BID AND CONSTRUCTION



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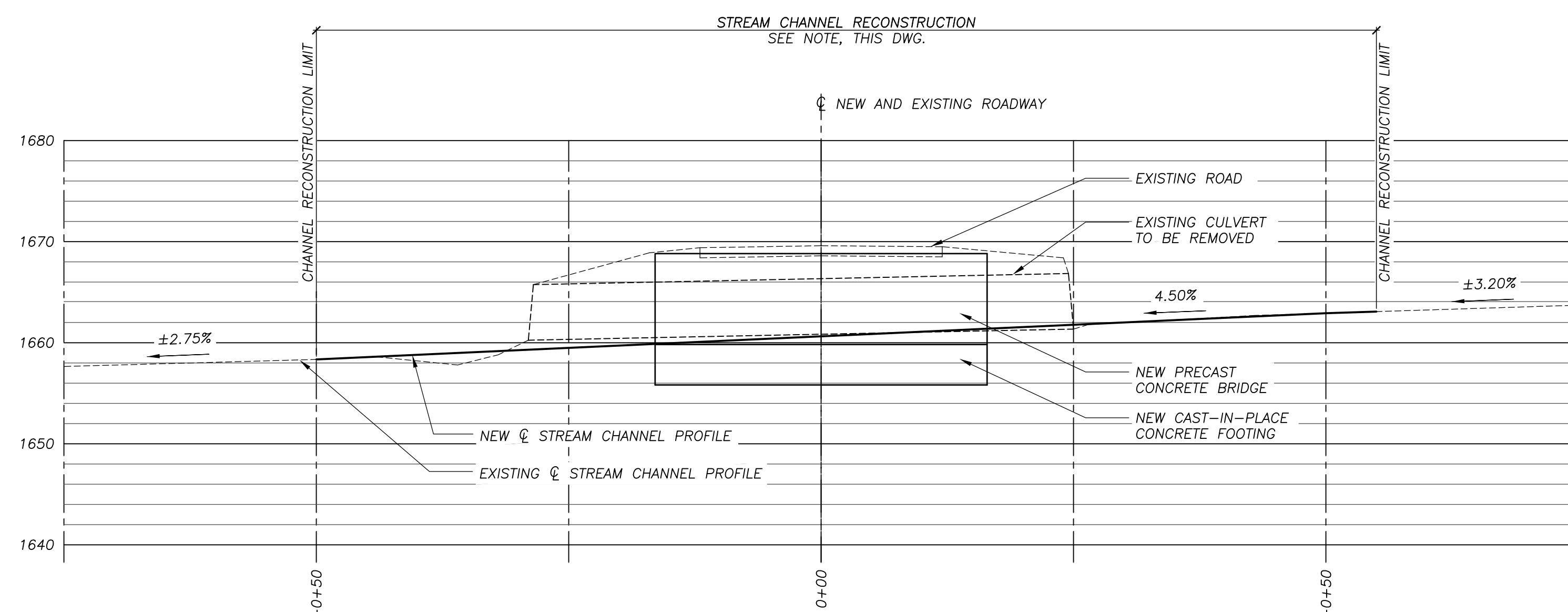
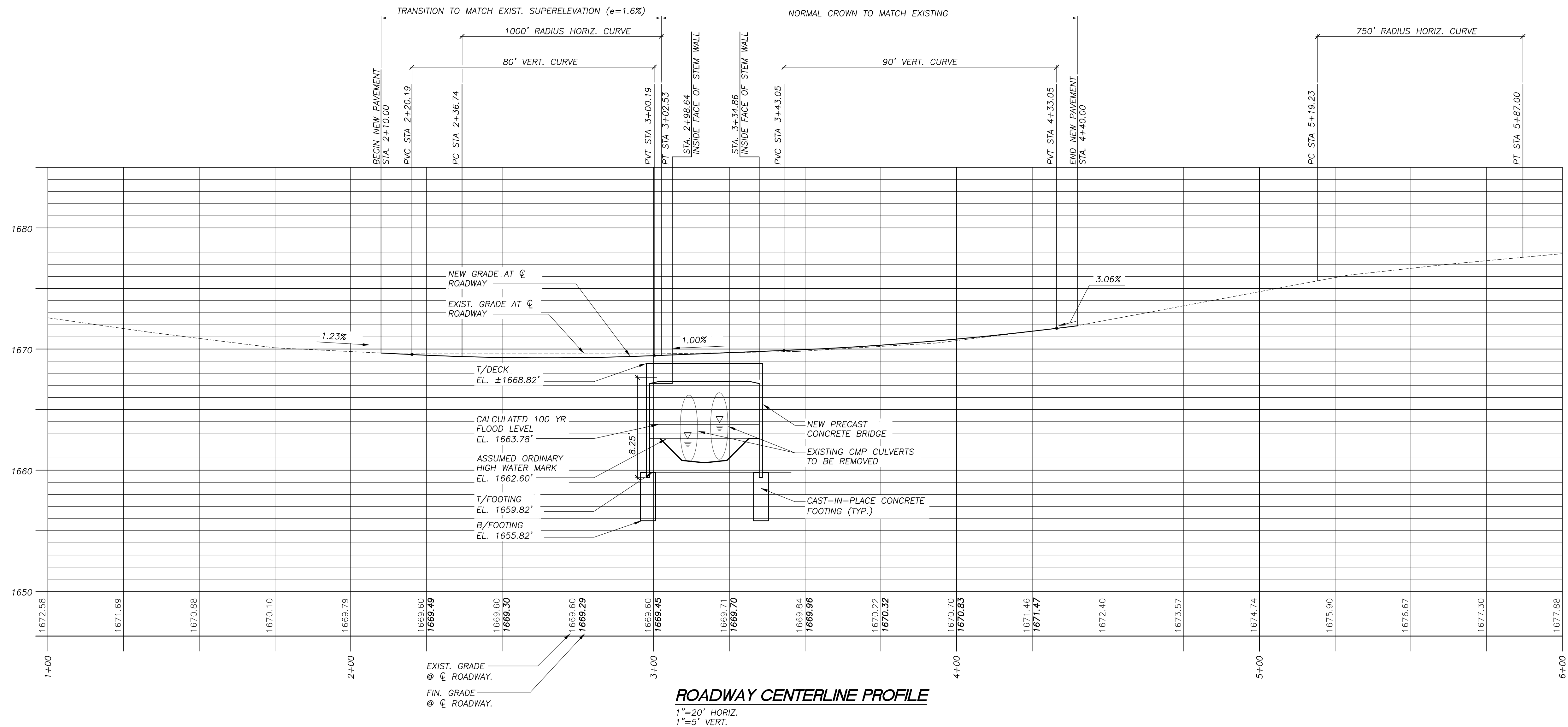
SCALE: AS SHOWN	DRAWN BY: SRA
DATE: 4/27/15	ENG. BY: JGL
PROJ. NO: 12-474.37	CHK'D BY: CBS

CLIENT NAME  
**ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS**  
Elizabethtown, NY

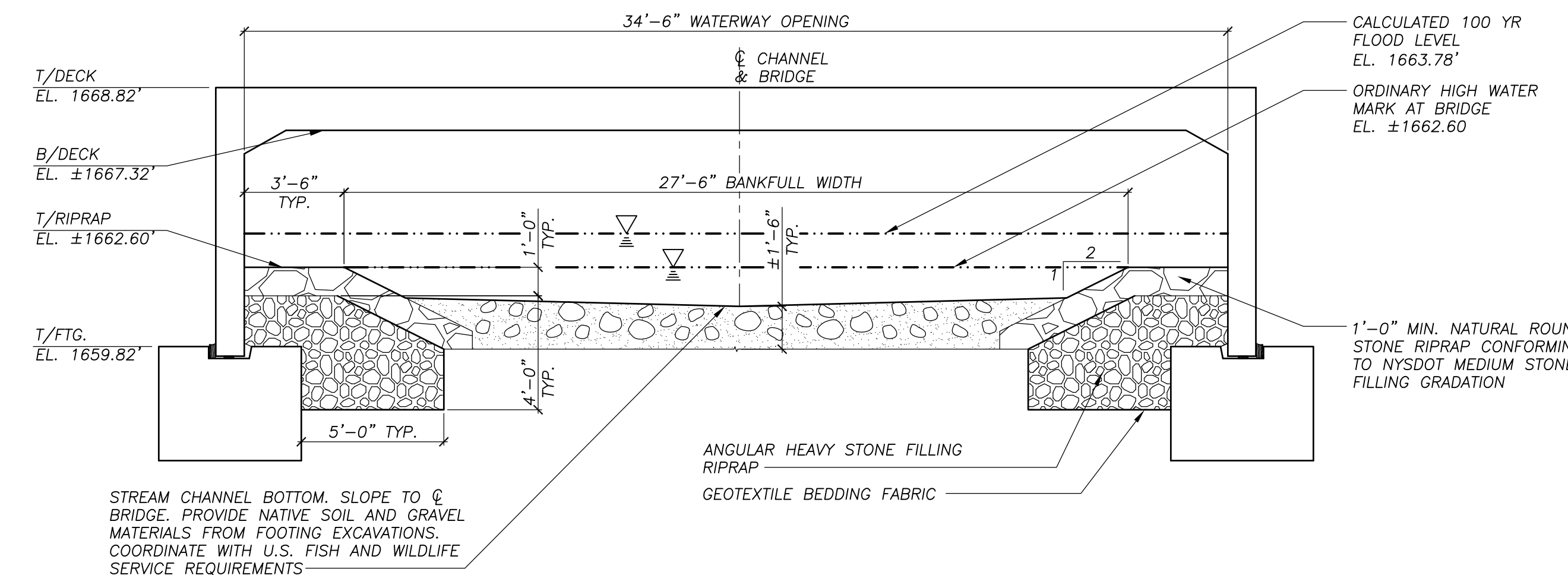
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**PRECAST CONCRETE BRIDGE PROJECTS**  
FEBRUARY, 2015  
- PROJECT B -  
**SITE PLAN & SECTIONS**

DRAWING NO.	SHT. 11 OF 21
<b>B/C-2</b>	REV. 2





**STREAM CHANNEL PROFILE**  
1"=10'



**STREAM CHANNEL SECTION AT BRIDGE**  
1"=4'

REVISIONS		
REV.	DATE	DESCRIPTION
0	1/19/15	ISSUED FOR REVIEW
1	2/9/15	MODS. PER TNC REVIEW
2	4/27/15	BID AND CONSTRUCTION



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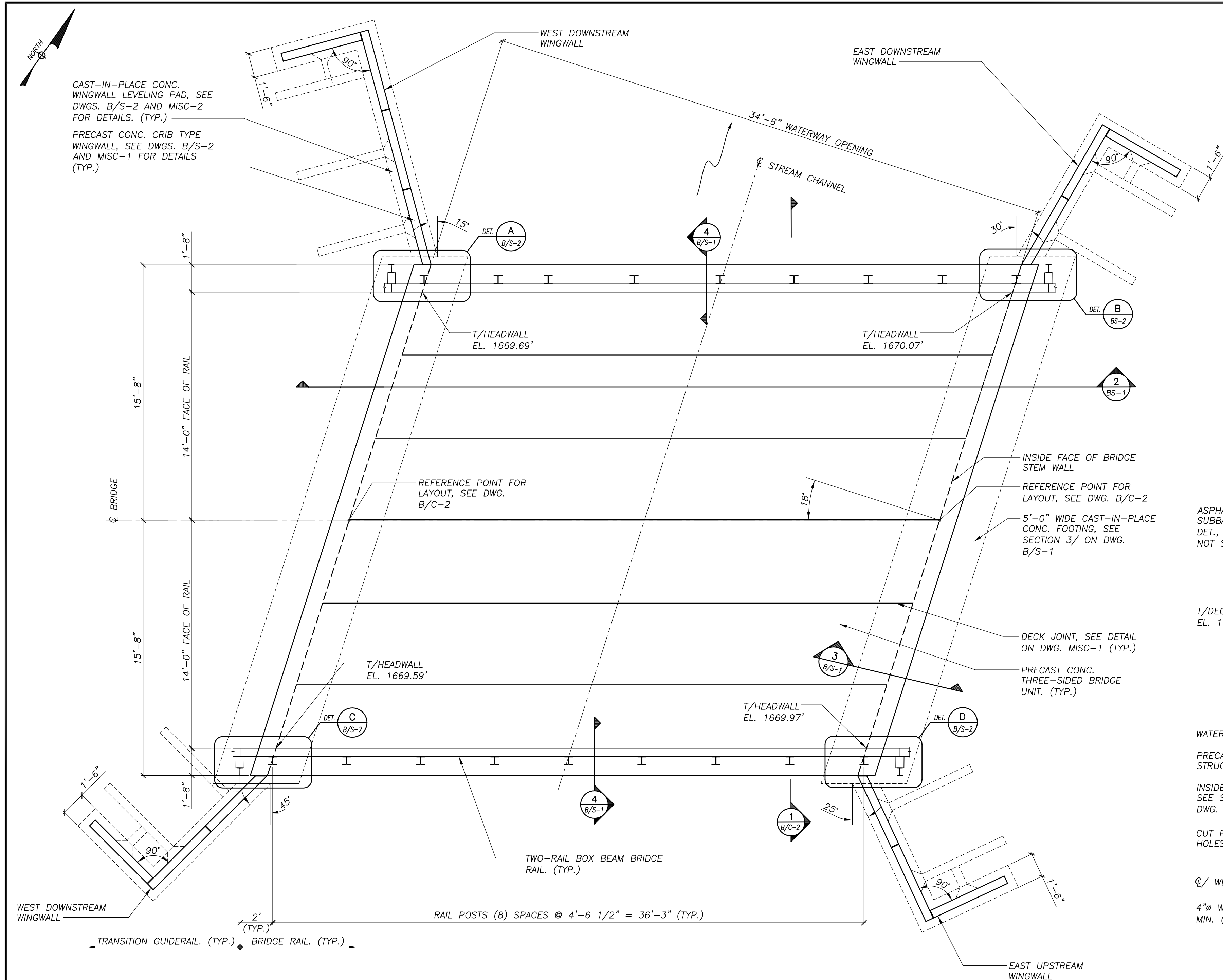
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SCALE: AS SHOWN DRAWN BY: SRA  
DATE: 4/27/15 ENG. BY: JGL  
PROJ. NO: 12-474.37 CHK'D BY: CBS

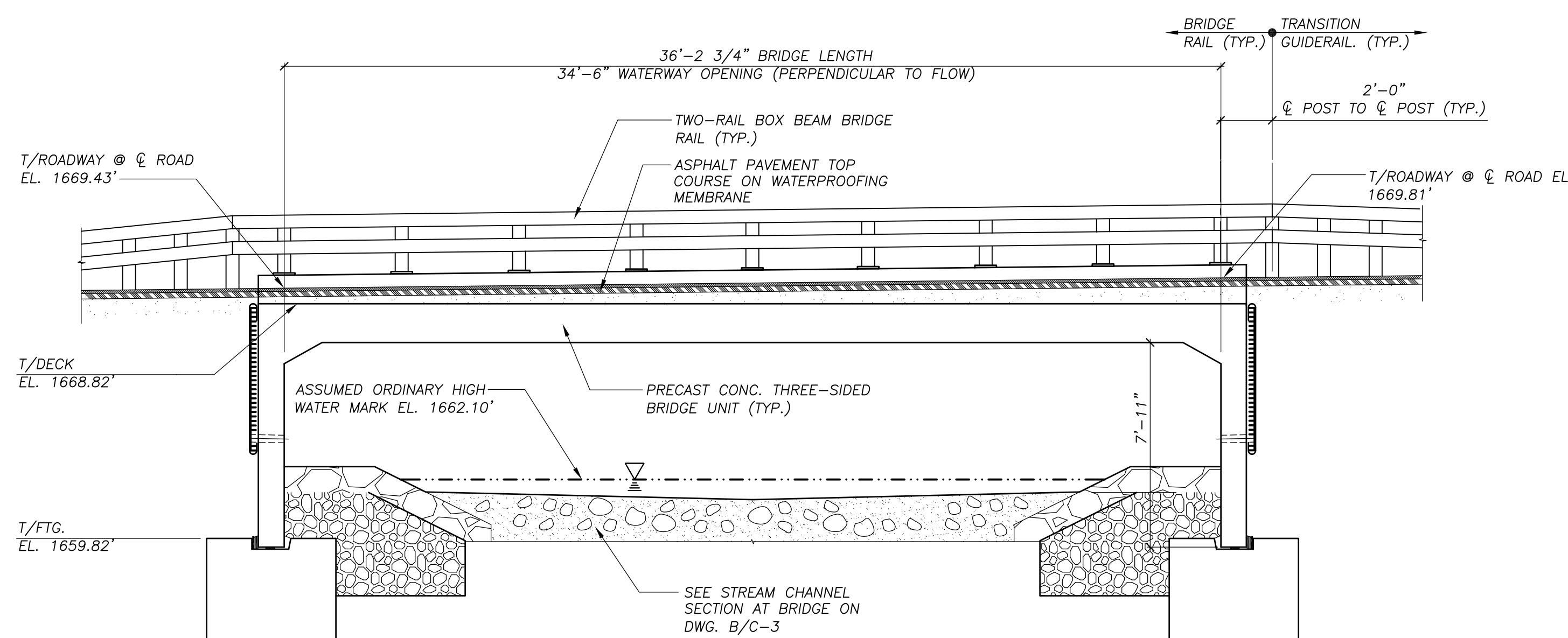
CLIENT NAME  
**ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS**  
Elizabethtown, NY

DRAWING TITLE  
**PRECAST CONCRETE BRIDGE PROJECTS**  
FEBRUARY, 2015  
- PROJECT B -  
PROFILES &  
CHANNEL SECTION

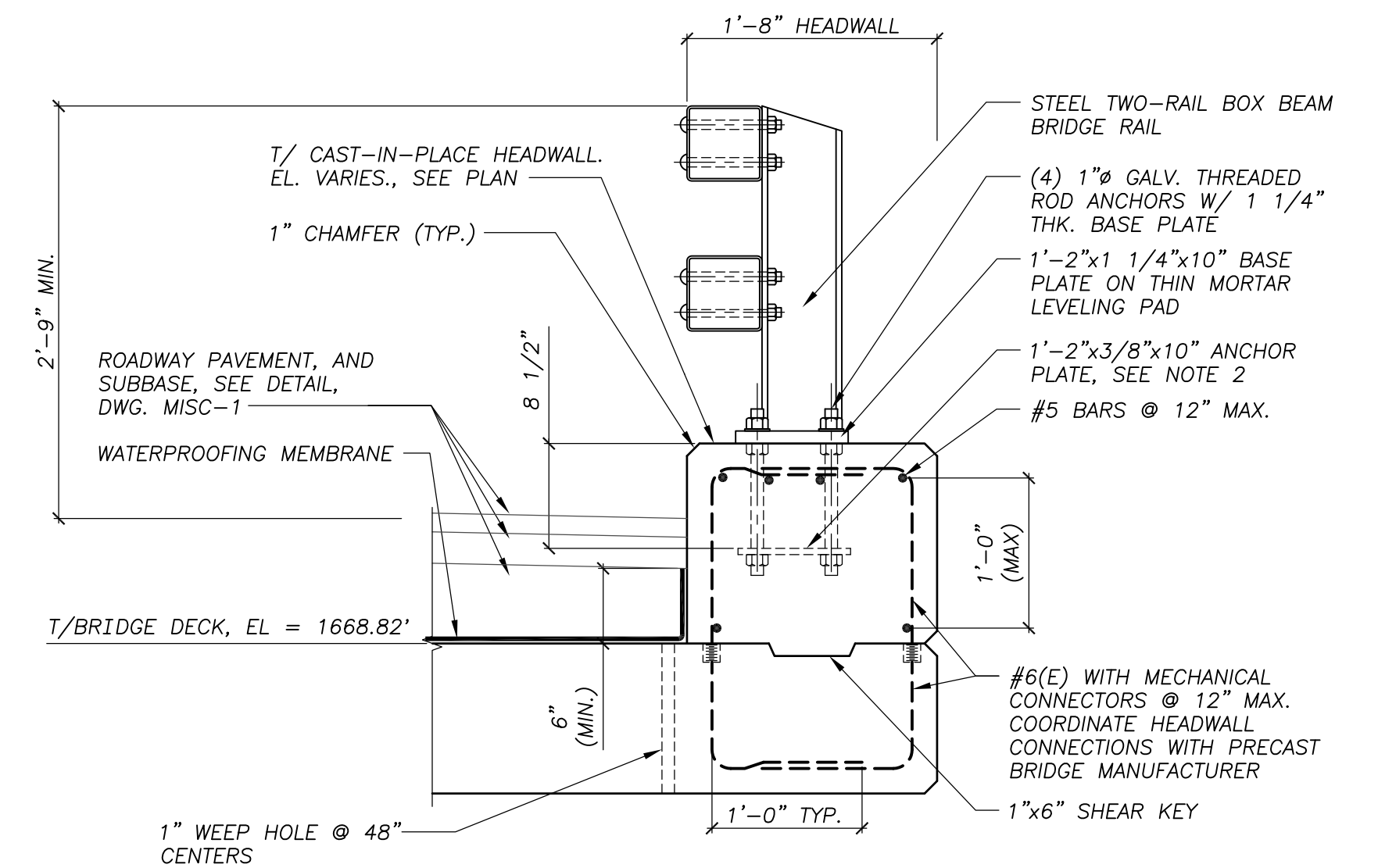
DRAWING NO. **B/C-3** SHT. 12 OF 21  
REV. 2



**BRIDGE PLAN**  
1/4"=1'-0"

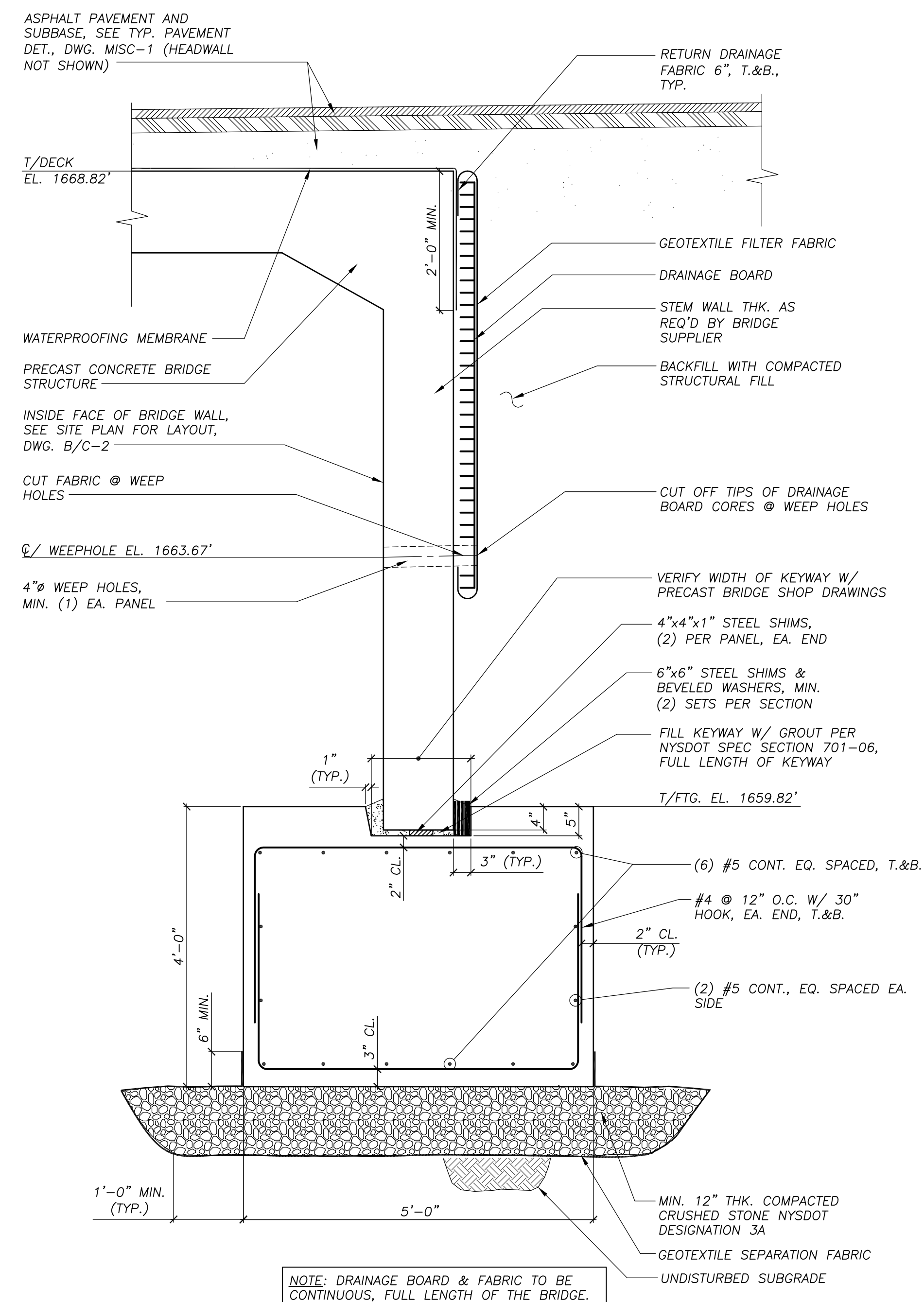


**SECTION 2**  
1/4"=1'-0" B/S-1



NOTE: WHERE THE HEIGHT OF THE HEADWALL FALLS BELOW 1'-0", USE ALTERNATE ANCHORAGE DETAIL FOR HEADWALLS 9 1/2" < H < 1'-0". SEE NYSDOT BRIDGE DETAIL SHEET BD-CB8E "PRECAST CONCRETE UNIT RAILING DETAILS"

**SECTION 4**  
1"=1'-0" B/S-1



NOTE: DRAINAGE BOARD & FABRIC TO BE CONTINUOUS, FULL LENGTH OF THE BRIDGE.

**SECTION 3**  
3/4"=1'-0" B/S-1

REVISIONS		
REV.	DATE	DESCRIPTION
0	1/19/15	ISSUED FOR REVIEW
1	2/9/15	MODS. PER TNC REVIEW
2	4/27/15	BID AND CONSTRUCTION



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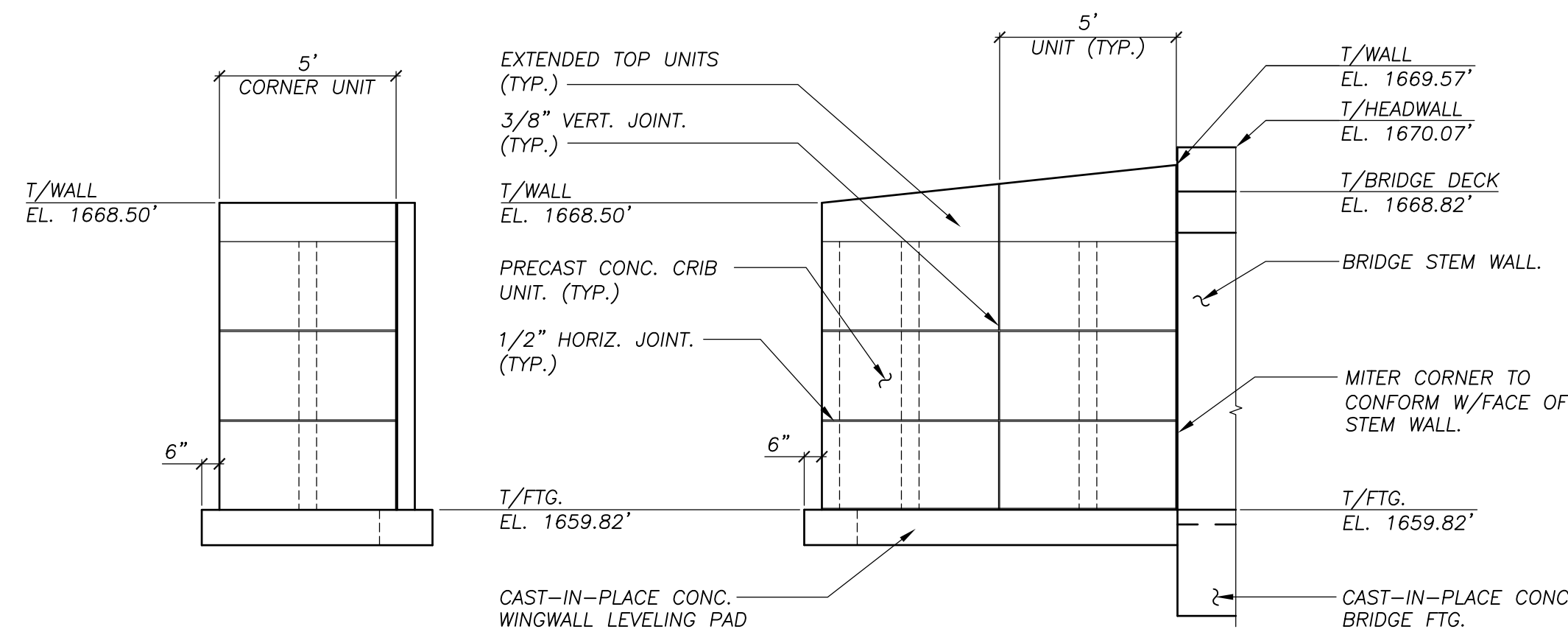
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DATE: 4/27/15 ENG. BY: JGL  
PROJ. NO: 12-474.37 CHK'D BY: CBS

CLIENT NAME  
ESSEX COUNTY DEPARTMENT  
OF PUBLIC WORKS  
Elizabethtown, NY

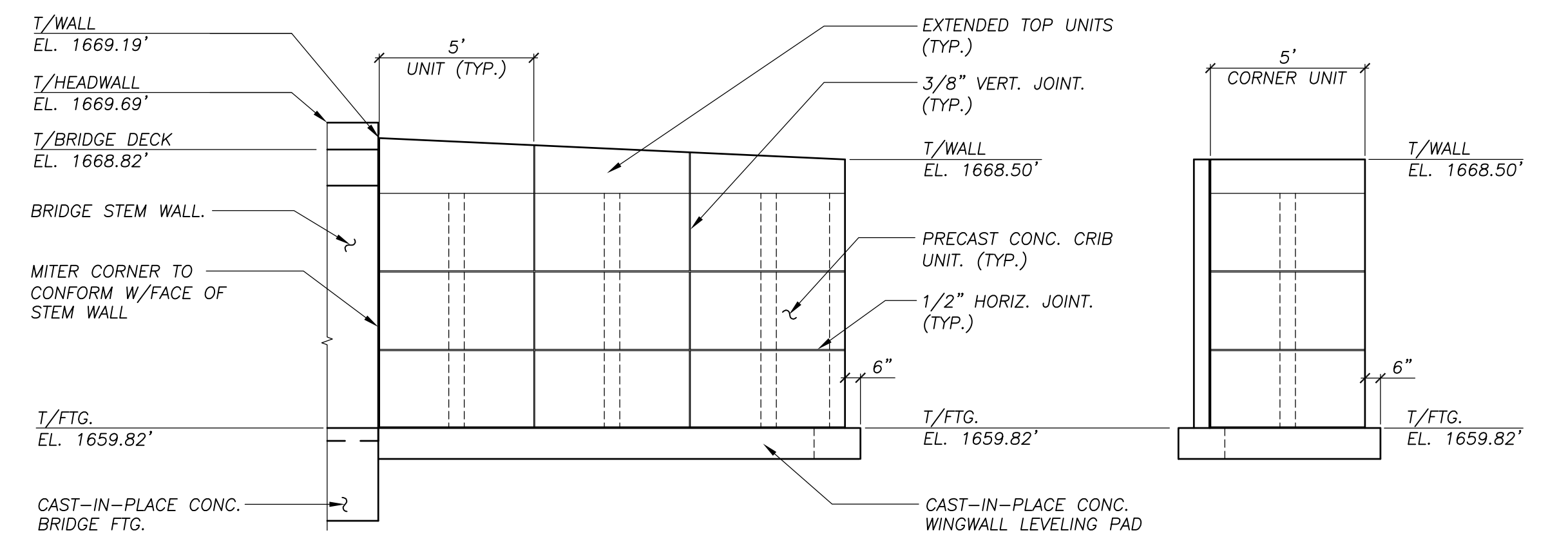
DRAWING TITLE  
PRECAST CONCRETE BRIDGE PROJECTS  
FEBRUARY, 2015  
- PROJECT B -

BRIDGE PLAN & SECTIONS

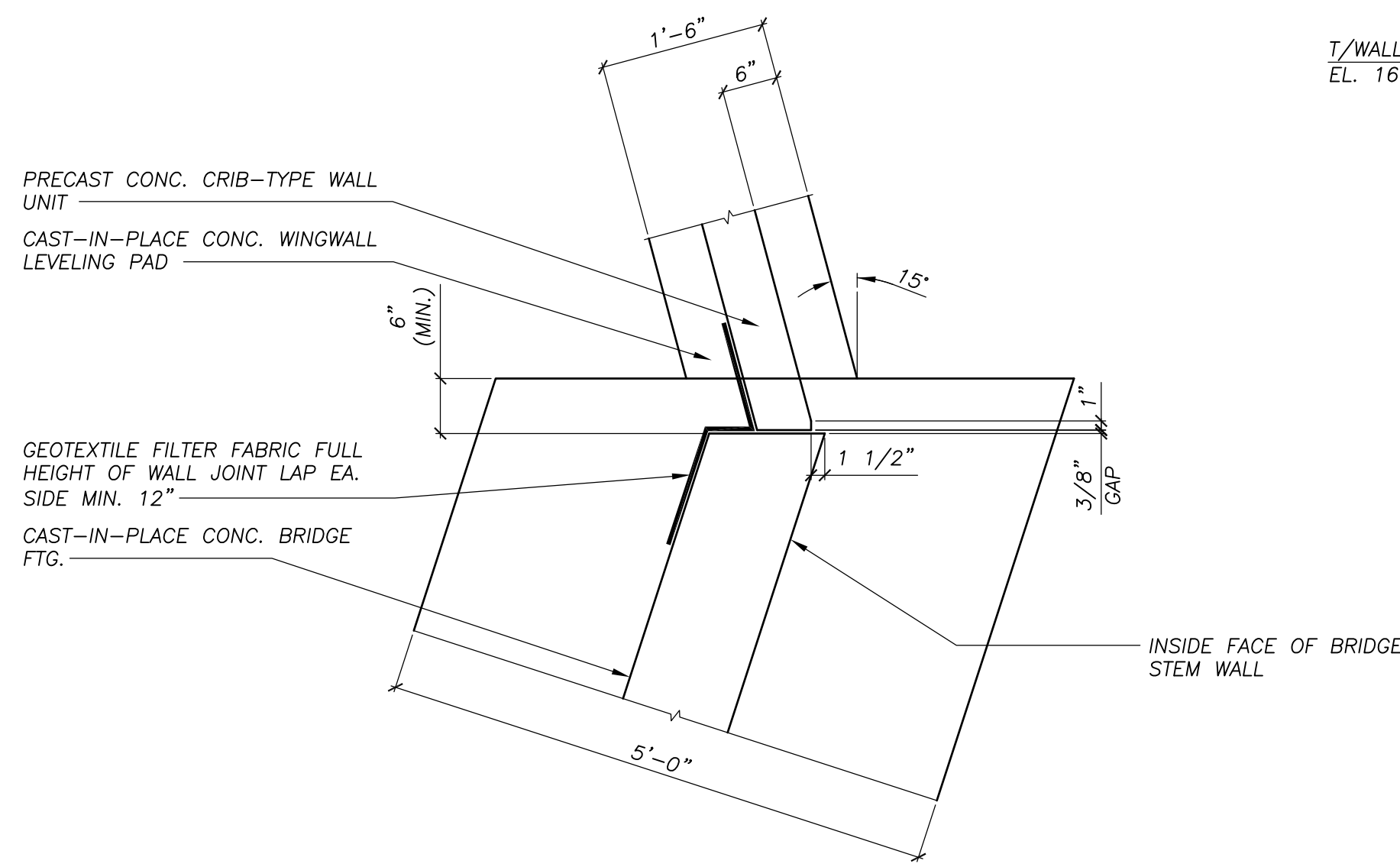
DRAWING NO. **B/S-1** SHT. 13 OF 21  
REV. 2



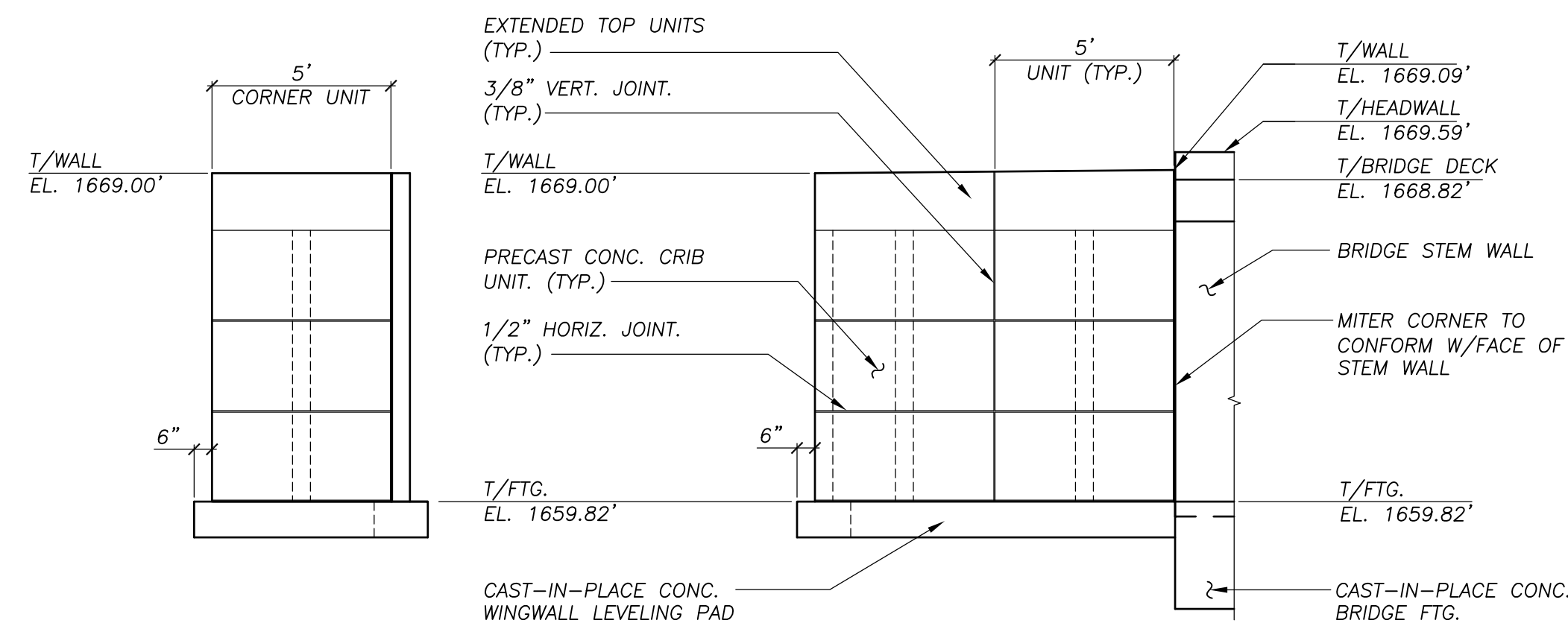
**EAST DOWNSTREAM WINGWALL ELEVATION**  
1/4"=1'-0"



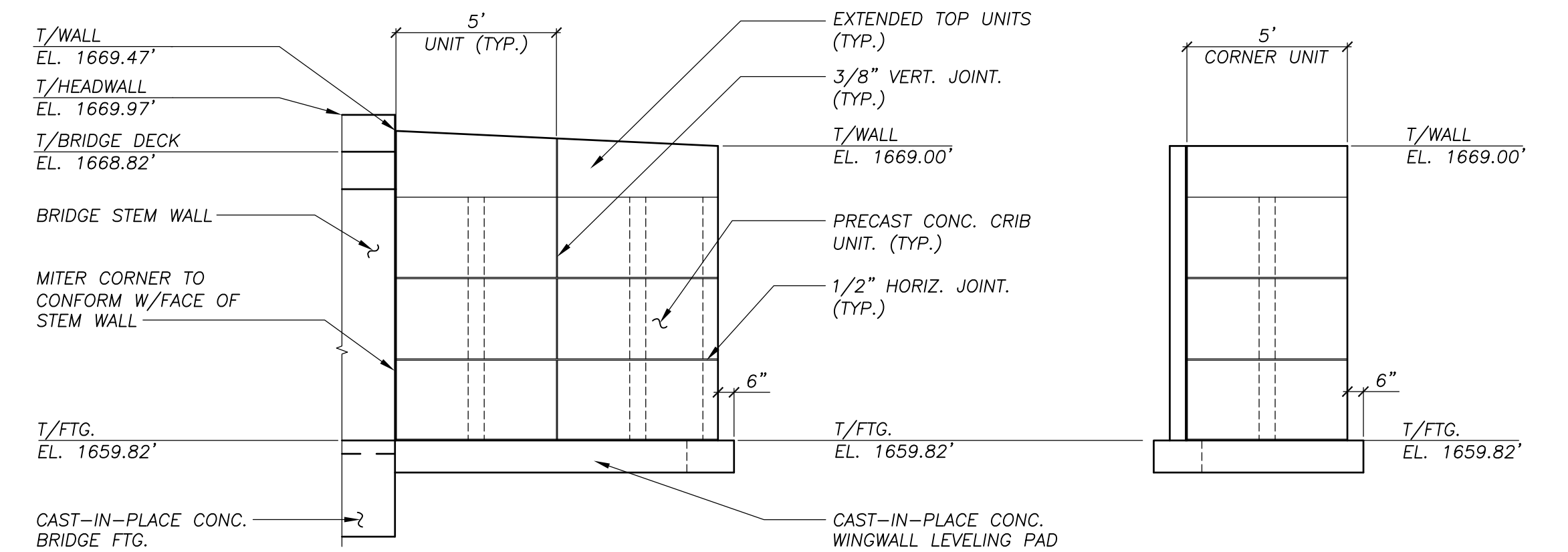
**WEST DOWNSTREAM WINGWALL ELEVATION**  
1/4"=1'-0"



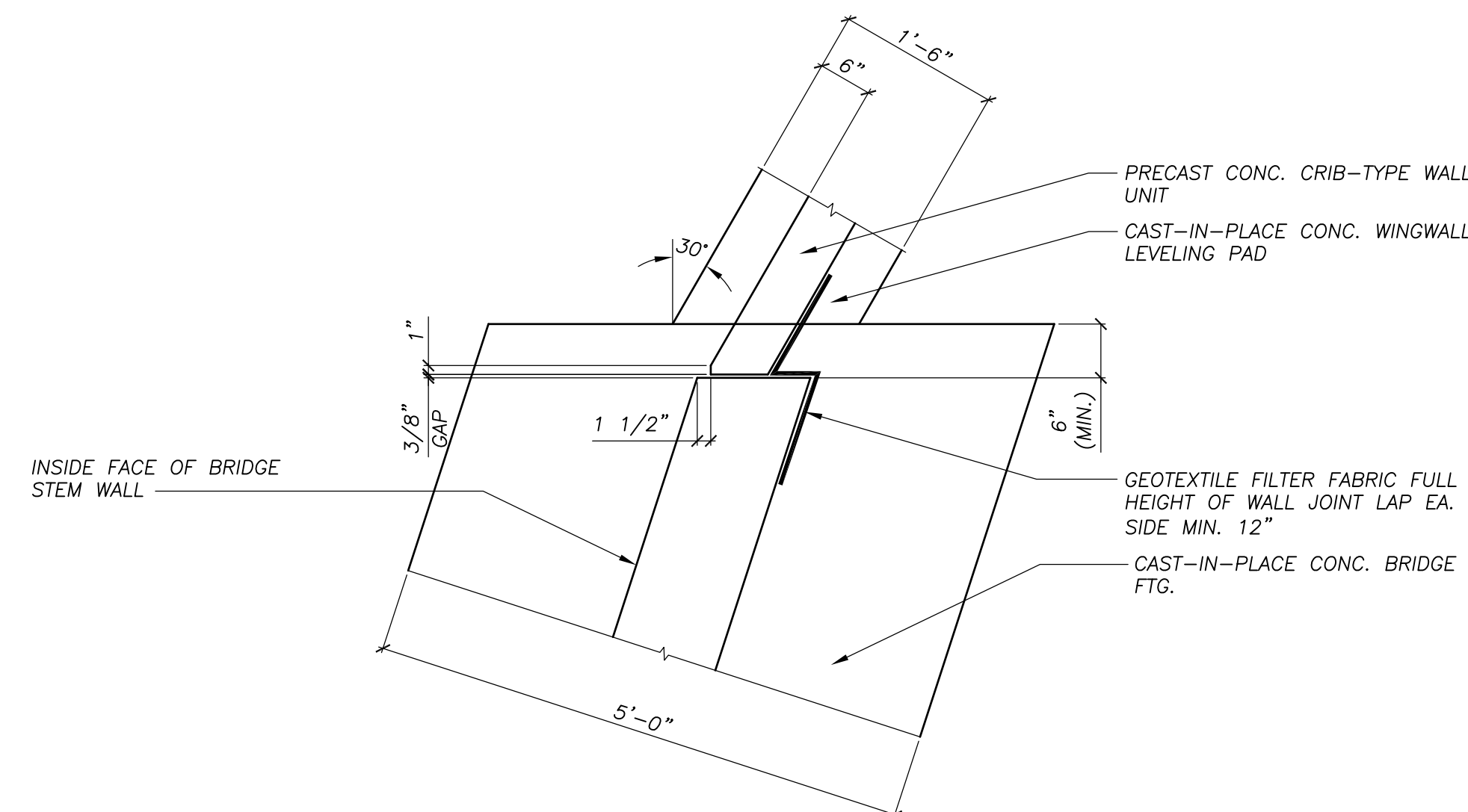
**DETAIL A**  
3/4"=1'-0"



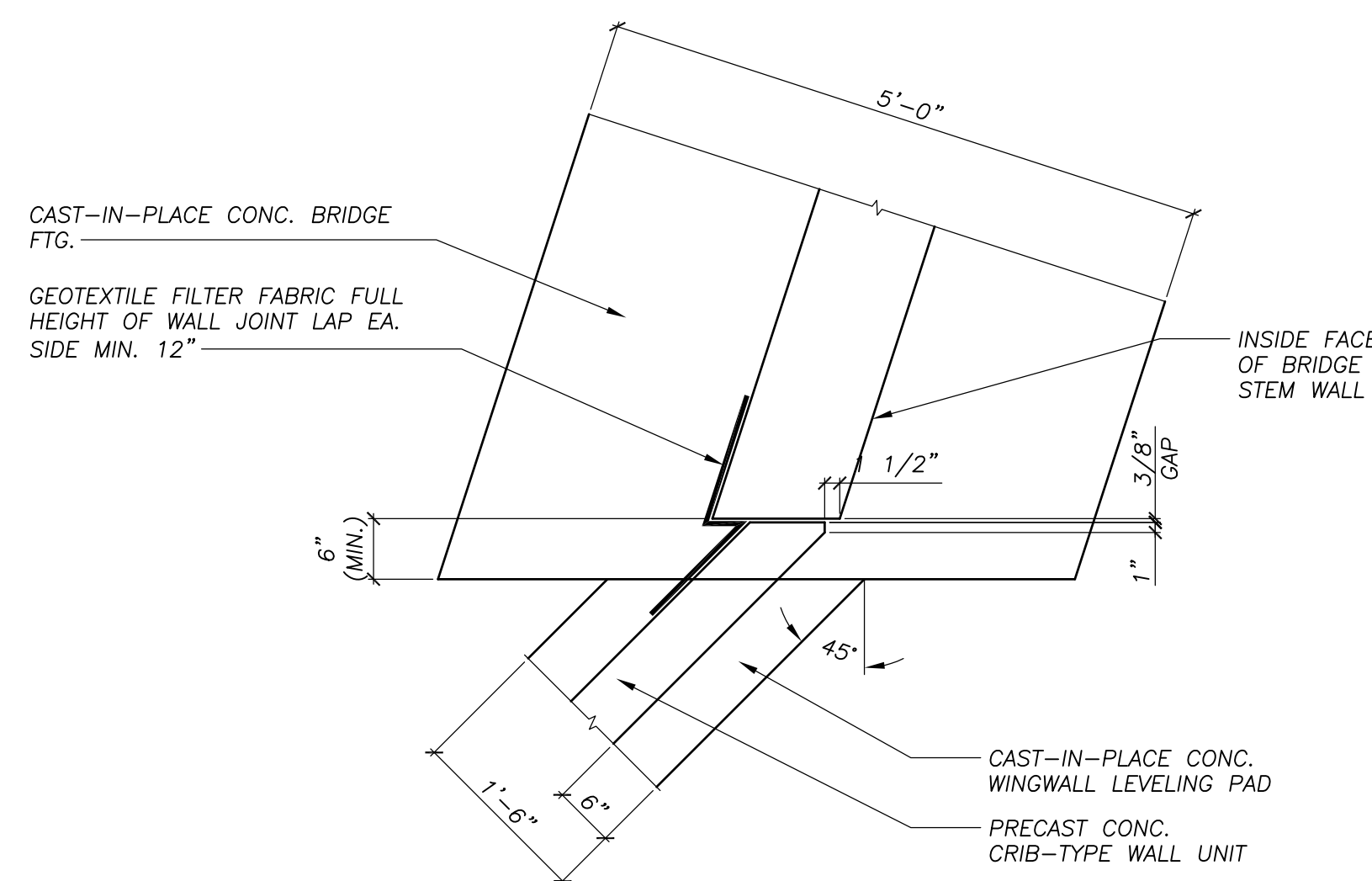
**WEST UPSTREAM WINGWALL ELEVATION**  
1/4"=1'-0"



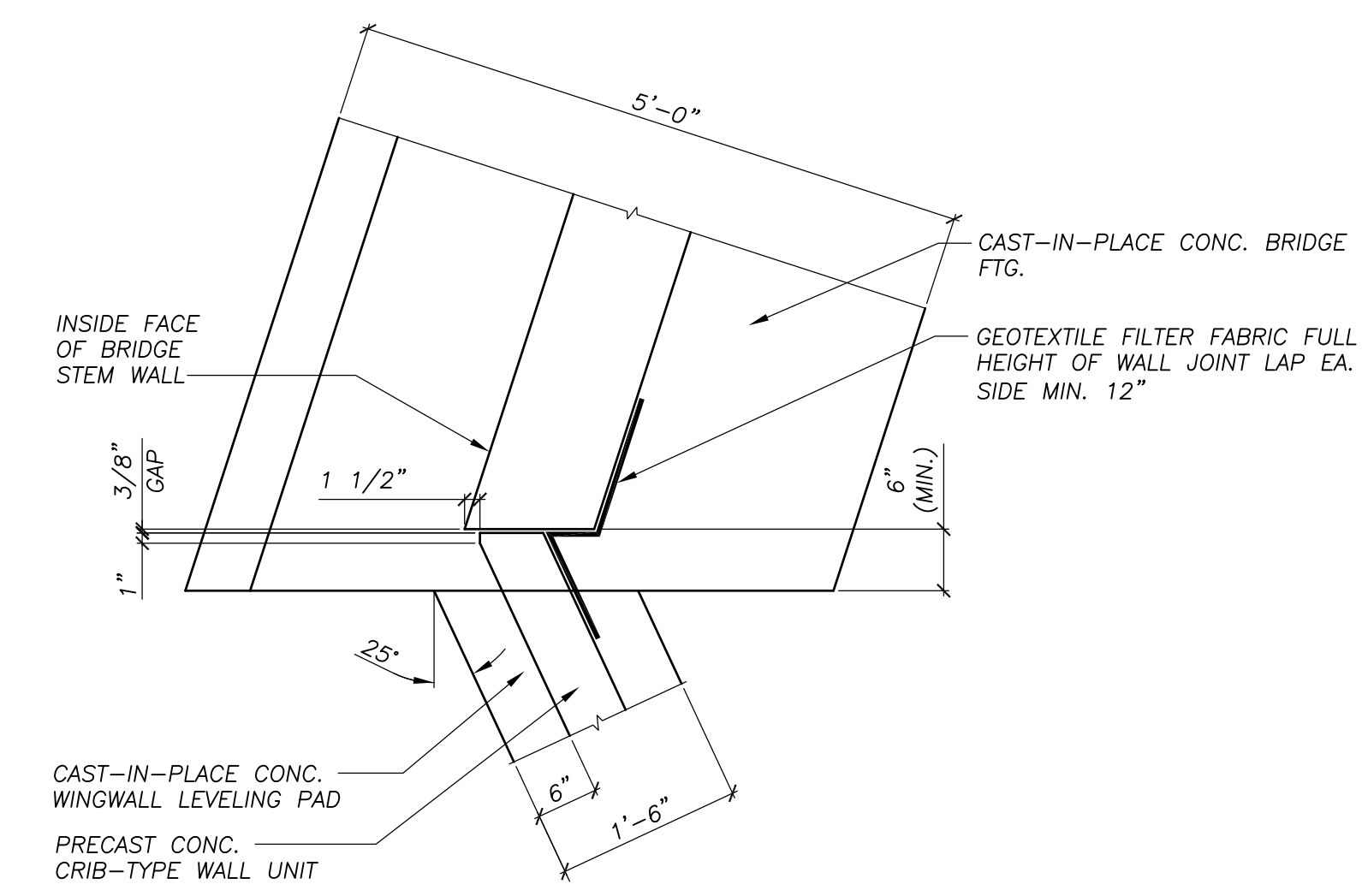
**EAST UPSTREAM WINGWALL ELEVATION**  
1/4"=1'-0"



**DETAIL B**  
3/4"=1'-0"



**DETAIL C**  
3/4"=1'-0"



**DETAIL D**  
3/4"=1'-0"

REVISIONS		
REV.	DATE	DESCRIPTION
0	1/19/15	ISSUED FOR REVIEW
1	2/9/15	MODS. PER TNC REVIEW
2	4/27/15	BID AND CONSTRUCTION



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SCALE: AS SHOWN DRAWN BY: SRA  
DATE: 4/27/15 ENG. BY: JGL  
PROJ. NO: 12-474.37 CHK'D BY: CBS

CLIENT NAME  
ESSEX COUNTY DEPARTMENT  
OF PUBLIC WORKS  
Elizabethtown, NY

DRAWING TITLE  
PRECAST CONCRETE BRIDGE PROJECTS  
FEBRUARY, 2015  
- PROJECT B -  
WINGWALL  
ELEVATIONS & DETAILS

DRAWING NO. **B/S-2** SHT. 14 OF 21  
REV. 2





WETLAND PROTECTION NOTES

- THE PROJECT SITE WAS VISITED BY ADIRONDACK PARK AGENCY STAFF ON 9/17/14. STAFF FLAGGED EXISTING WETLANDS AS FLAG NUMBERS A-1 THROUGH A-4 AND B-1 THROUGH B-4 AS SHOWN ON THE SITE PLAN.
- POTENTIAL DISTURBANCE OF ±70 SQUARE FEET (0.002 ACRE) OF WETLAND AT THE SOUTHEAST CORNER OF THE BRIDGE IS INDICATED ON THE SITE PLAN. SINCE THE EXTENT OF THE DISTURBANCE IS LESS THAN 0.1 ACRE, NO MITIGATION MEASURES ARE PROPOSED.

APPROXIMATE EARTHWORK QUANTITIES  
BELOW ORDINARY HIGH WATER MARK

	UPSTREAM OF BRIDGE	BELOW BRIDGE	DOWNSTREAM OF BRIDGE	TOTAL
EXCAVATION	32 cu. yd.	70 cu. yd.	30 cu. yd.	132 cu. yd.
FILL	RIPRAP	4 cu. yd.	70 cu. yd.	5 cu. yd.
	STREAM BED MATERIAL	7 cu. yd.	40 cu. yd.	17 cu. yd.

LEGEND

- 98--- EXISTING CONTOUR
- 98— NEW CONTOUR
- EXISTING OVERHEAD UTILITY
- - - - - EDGE OF STREAM
- A-3 ● WETLAND FLAG

REVISIONS		
REV.	DATE	DESCRIPTION
0	3/25/15	ISSUED FOR REVIEW
1	4/27/15	BID AND CONSTRUCTION



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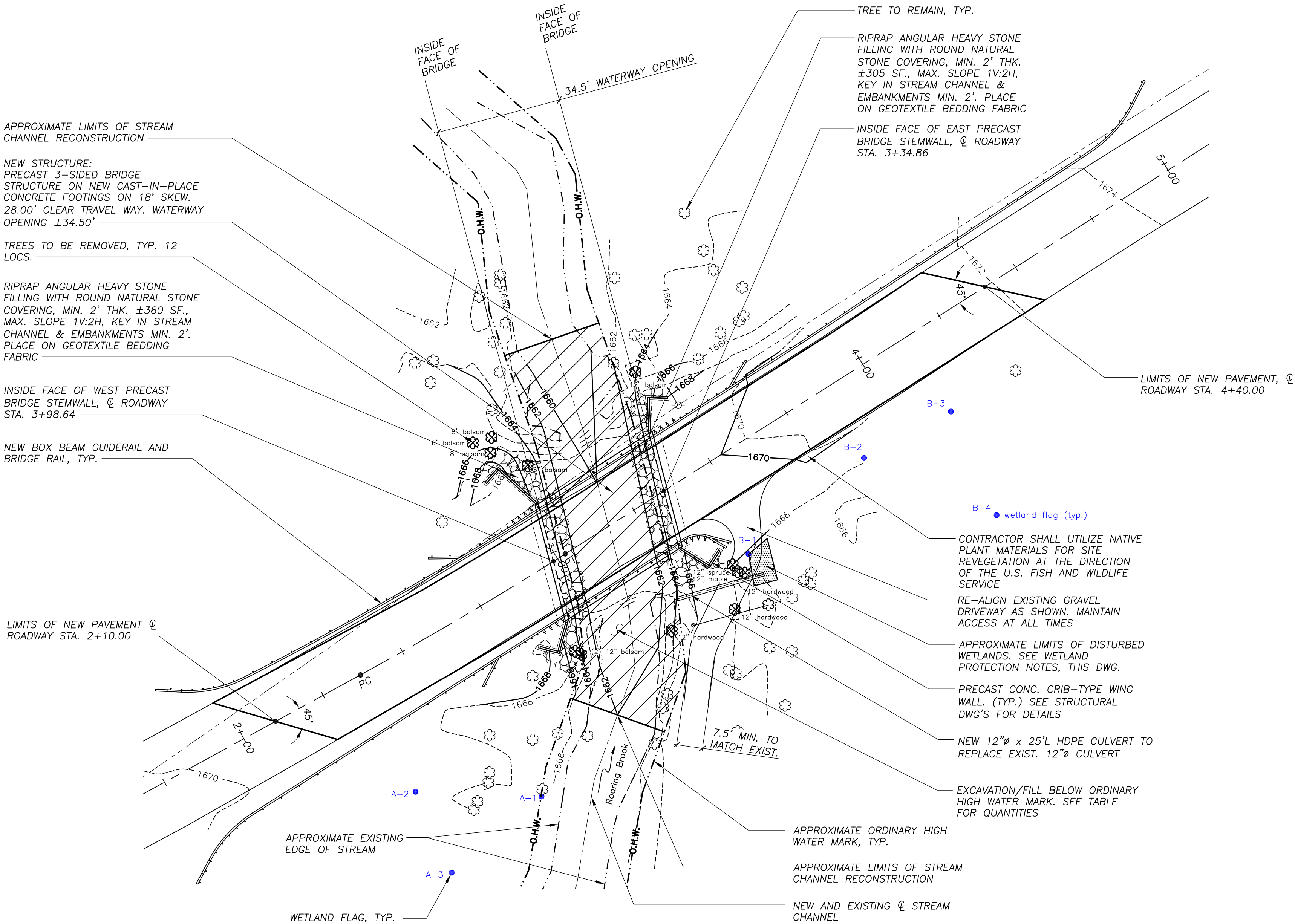
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DATE: 4/27/15 ENG. BY: JGL  
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CLIENT NAME  
ESSEX COUNTY DEPARTMENT  
OF PUBLIC WORKS  
Elizabethtown, NY

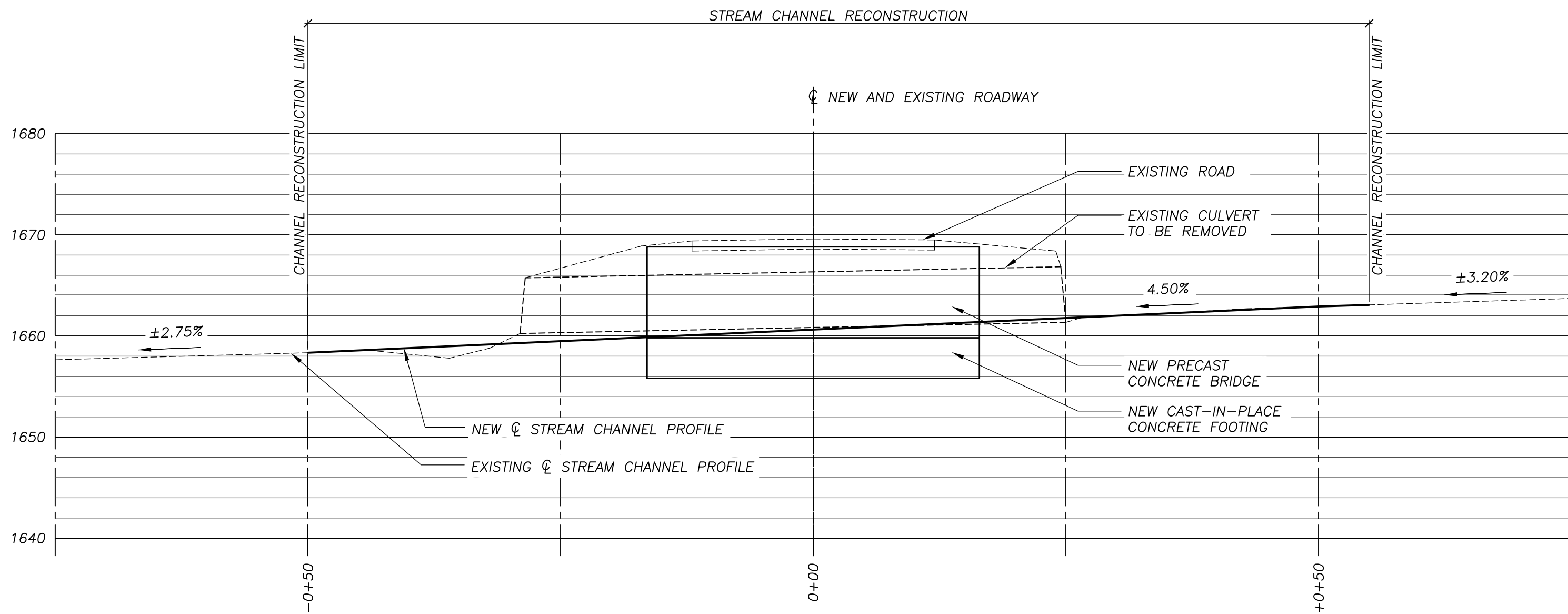
DRAWING TITLE  
RIVER ROAD (CR21) OVER ROARING  
BROOK BRIDGE REPLACEMENT  
U.S. ARMY CORPS  
OF ENGINEERS  
PERMIT DRAWING

DRAWING NO. SHT. 15 OF 21  
REV. 1

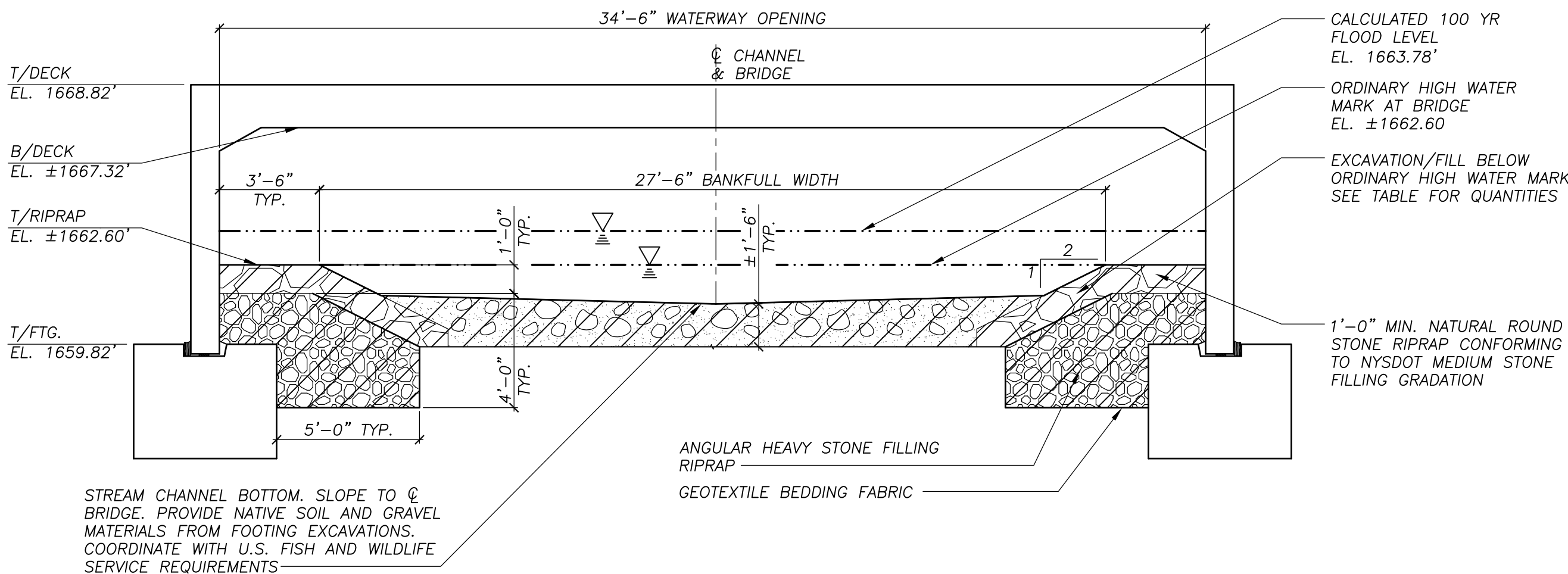
SURVEYED BY  
DAVID F. BARRASS  
LAND SURVEYOR  
5 MAPLE STREET  
CORINTH, NEW YORK



SITE PLAN  
1"=20'-0"

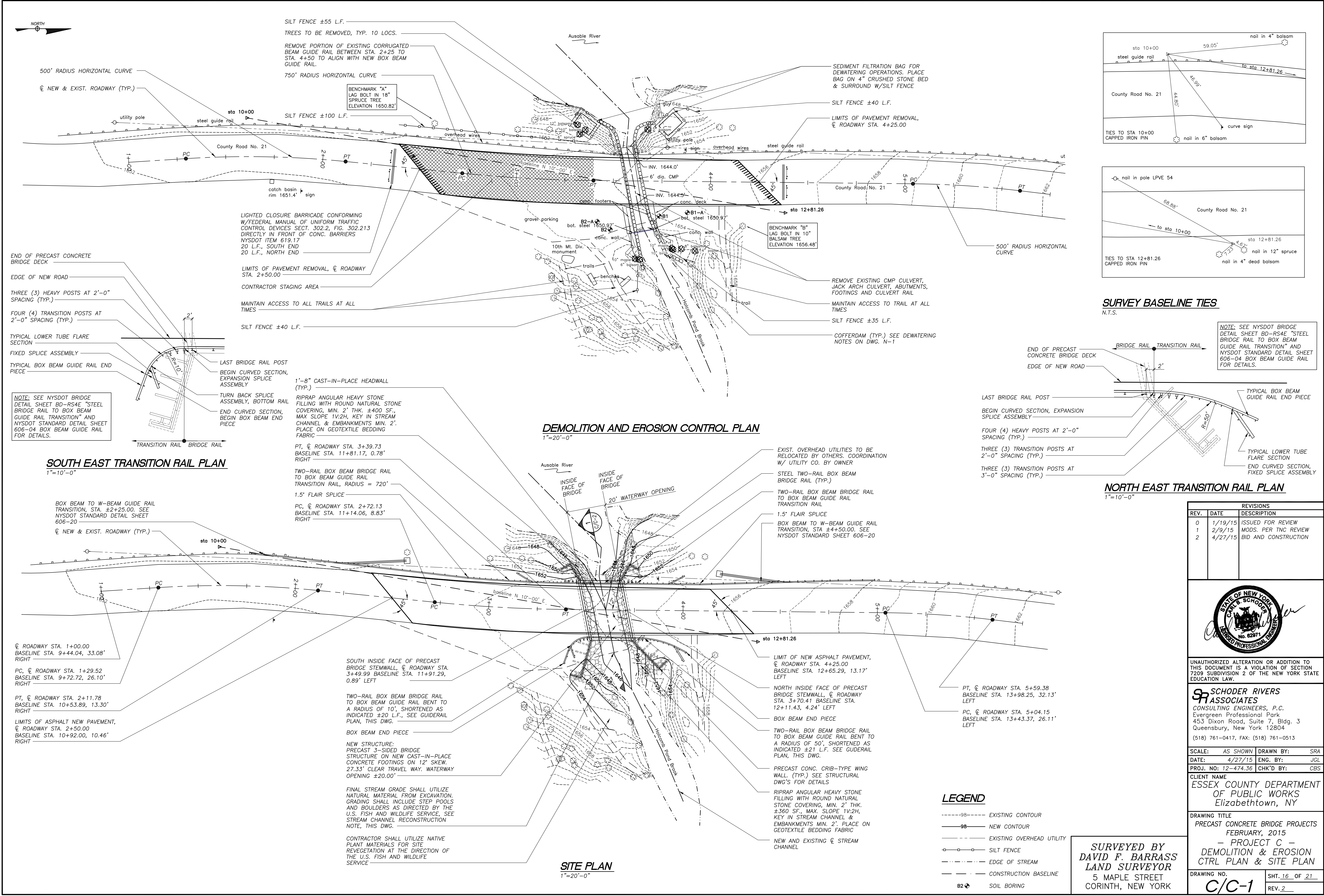


STREAM CHANNEL PROFILE  
1"=10'



STREAM CHANNEL SECTION AT BRIDGE  
1"=4'

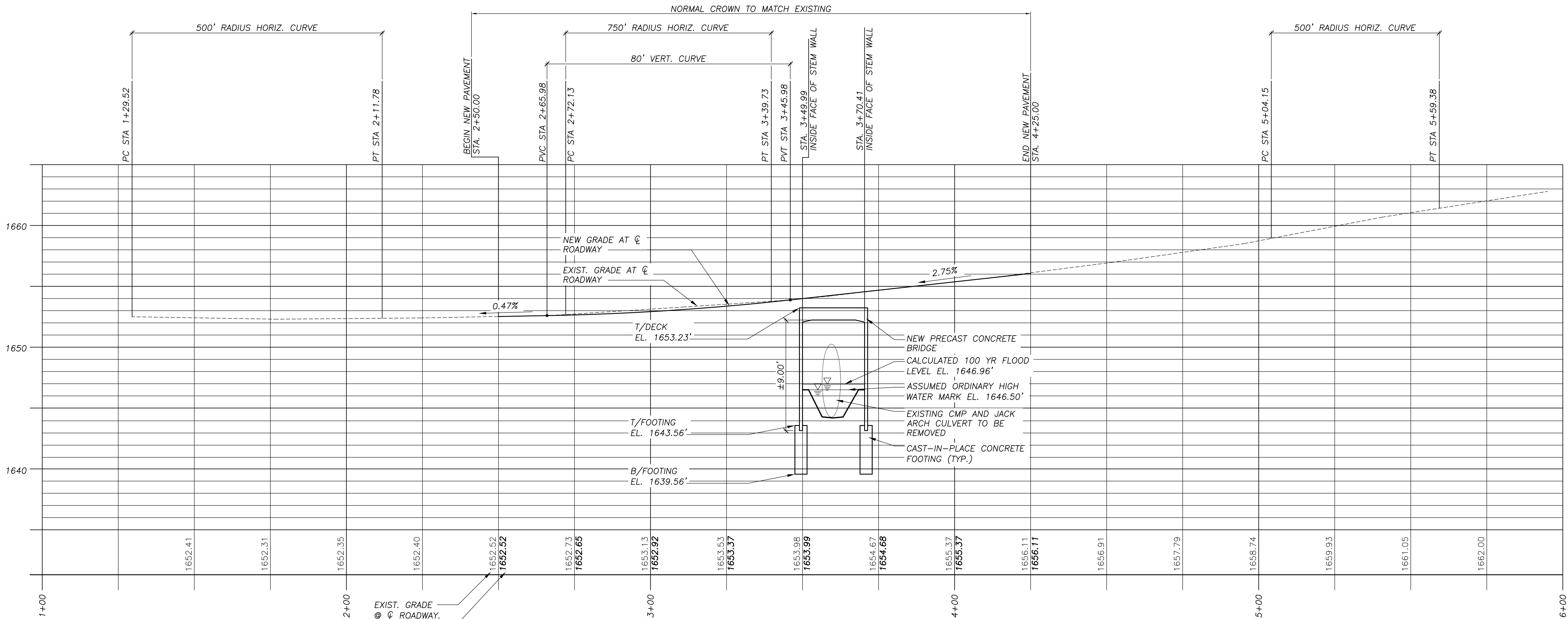






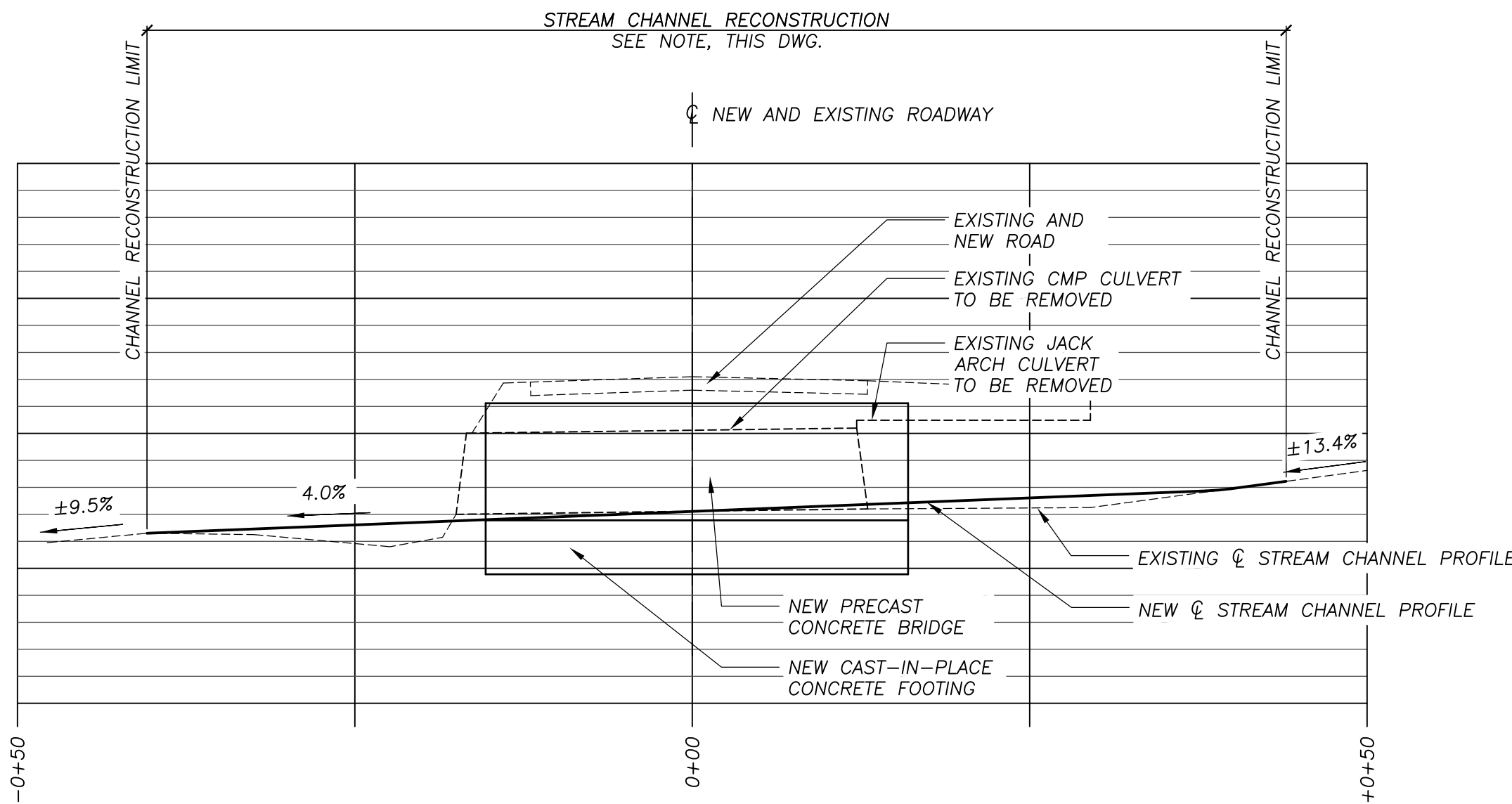
STREAM CHANNEL RECONSTRUCTION NOTE

1. THE CONTRACTOR SHALL INCLUDE IN HIS BID THE COST FOR REGRADING OF THE STREAM CHANNEL WITHIN THE LIMITS INDICATED. FINAL DESIGN FOR CHANNEL RECONSTRUCTION SHALL BE PROVIDED BY THE U.S. FISH AND WILDLIFE SERVICE AND SHALL INCLUDE THE INSTALLATION OF UP TO SIX (6) SHALLOW STEP POOLS AND UP TO (5) LARGE (3/4 CU. YD.) NATURAL ROUNDED STONE BOULDERS IN THE RECONSTRUCTED REACH. SEE TYPICAL CHANNEL SECTION, THIS DWG.



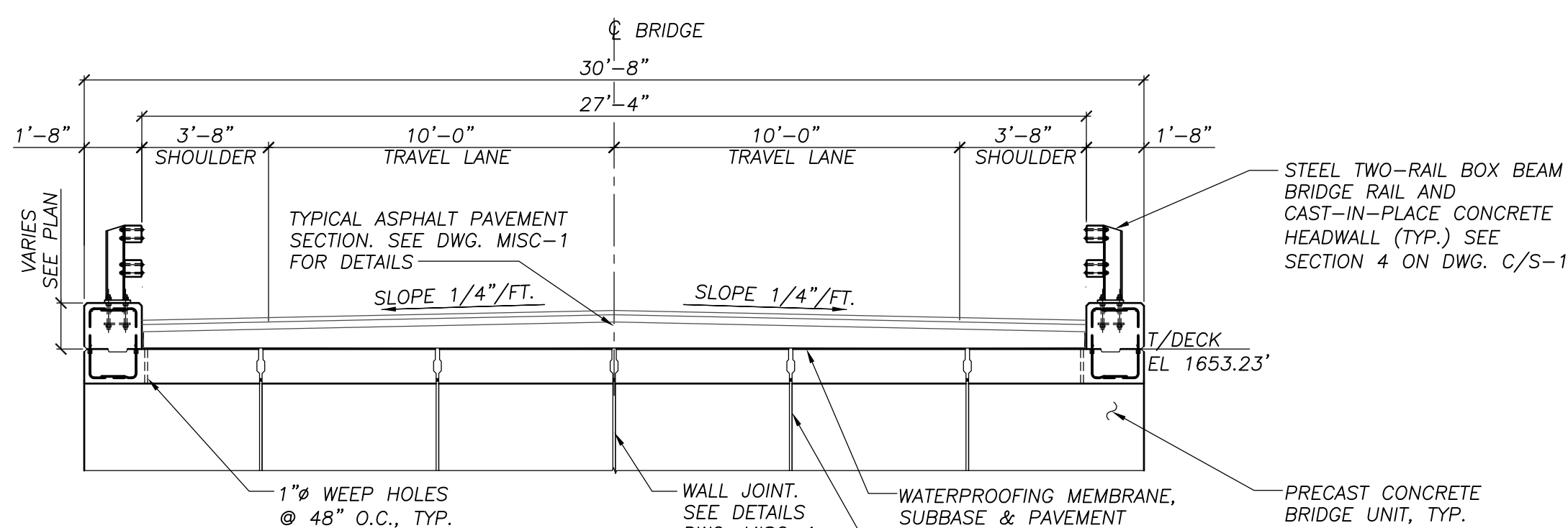
ROADWAY CENTERLINE PROFILE

1"=20' HORIZ.  
1"=5' VERT.



STREAM CHANNEL PROFILE

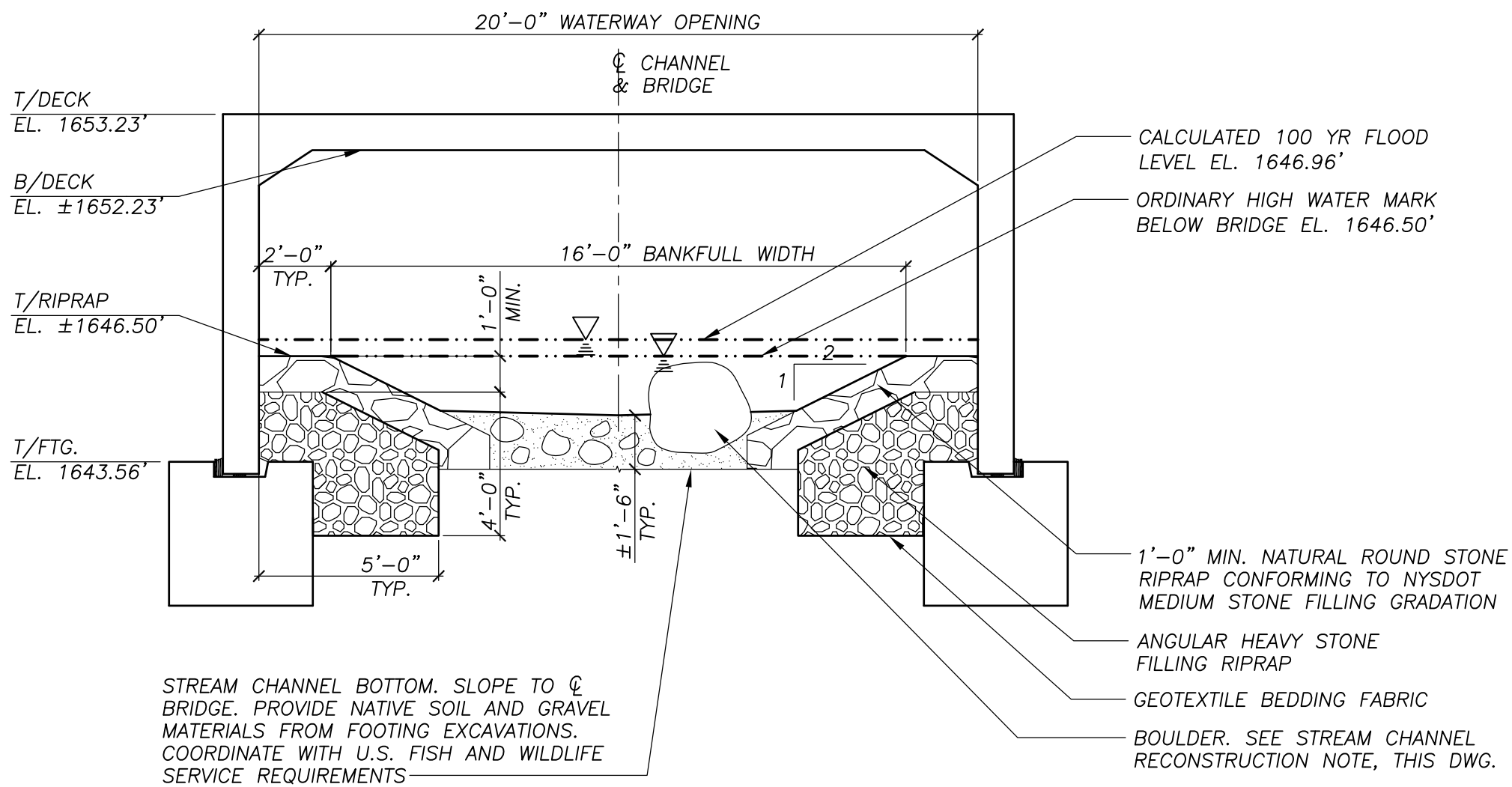
1"=10'



SECTION

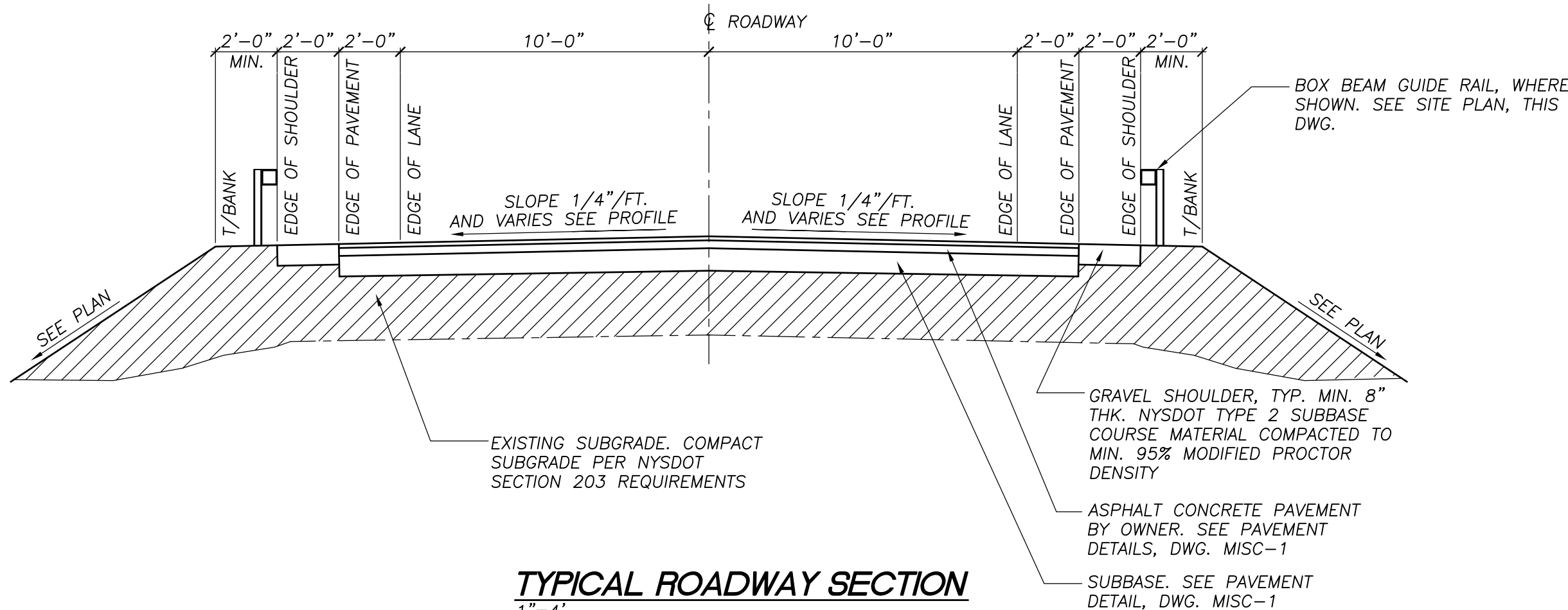
1"=4'

1  
C/C-2



STREAM CHANNEL SECTION AT BRIDGE

1"=4'



TYPICAL ROADWAY SECTION

1"=4'

REVISIONS		
REV.	DATE	DESCRIPTION
0	1/19/15	ISSUED FOR REVIEW
1	2/9/15	MODS. PER TNC REVIEW
2	4/27/15	BID AND CONSTRUCTION



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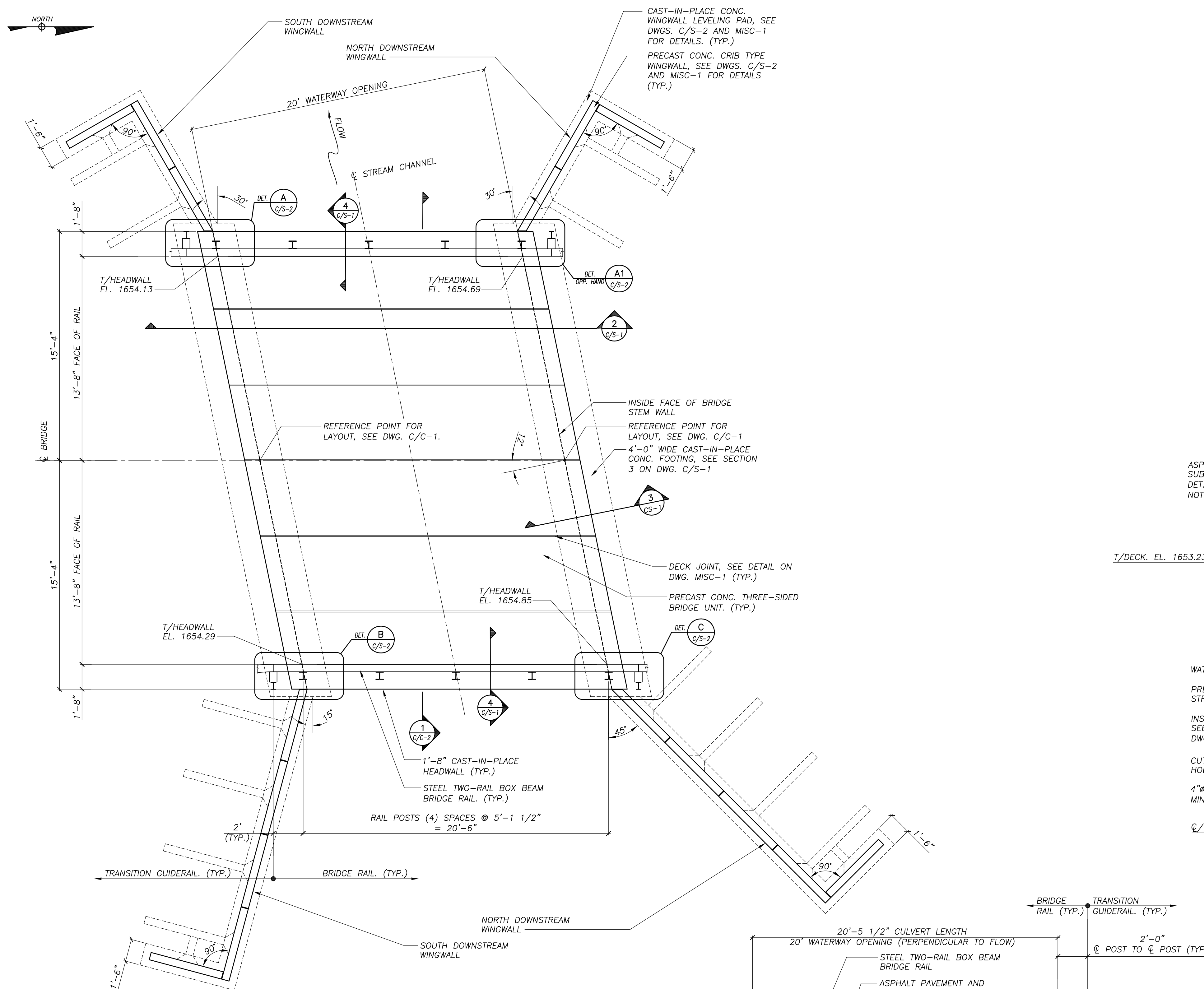
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DATE: 4/27/15 ENG. BY: JGL  
PROJ. NO: 12-474.36 CHK'D BY: CBS

CLIENT NAME  
ESSEX COUNTY DEPARTMENT  
OF PUBLIC WORKS  
Elizabethtown, NY

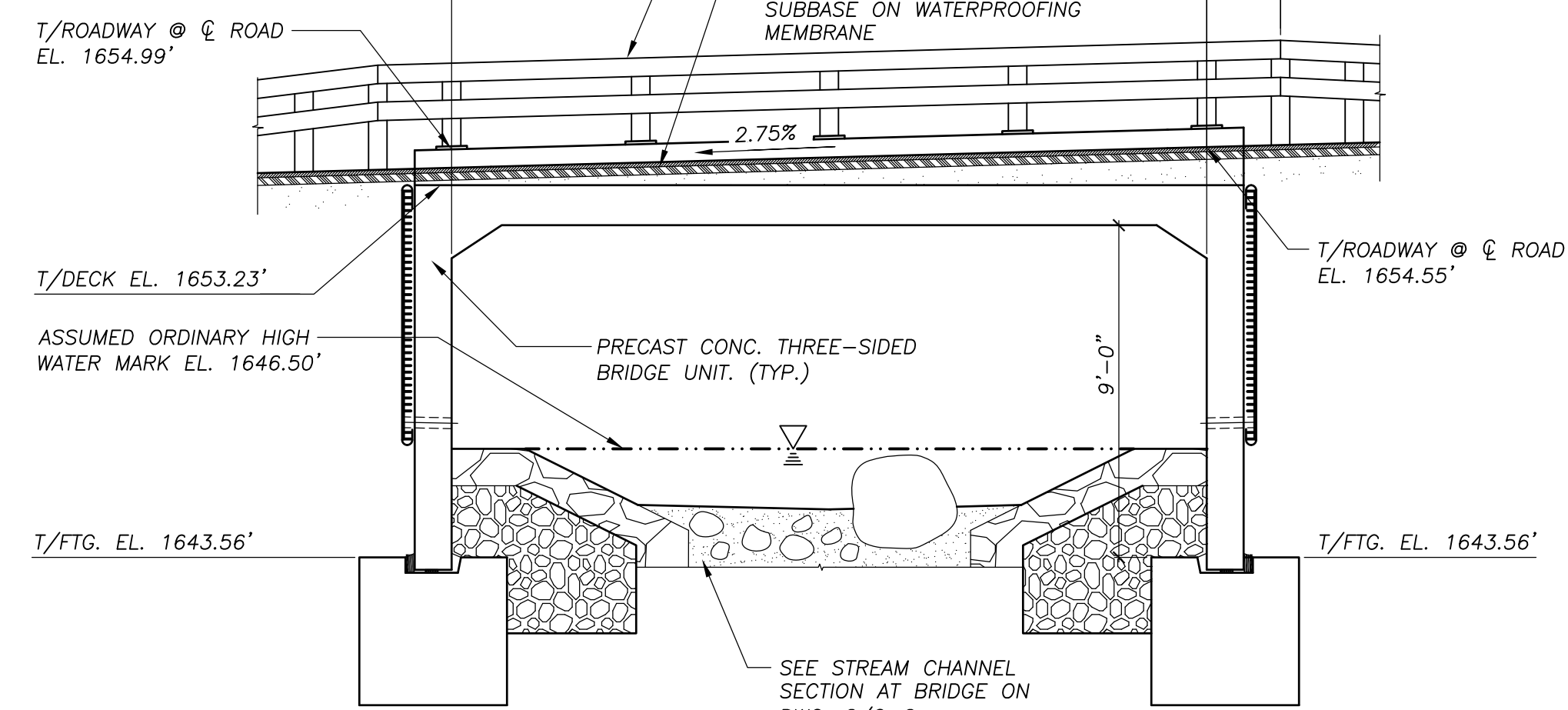
DRAWING TITLE  
PRECAST CONCRETE BRIDGE PROJECTS  
FEBRUARY, 2015  
- PROJECT B -

PROFILES & SECTIONS

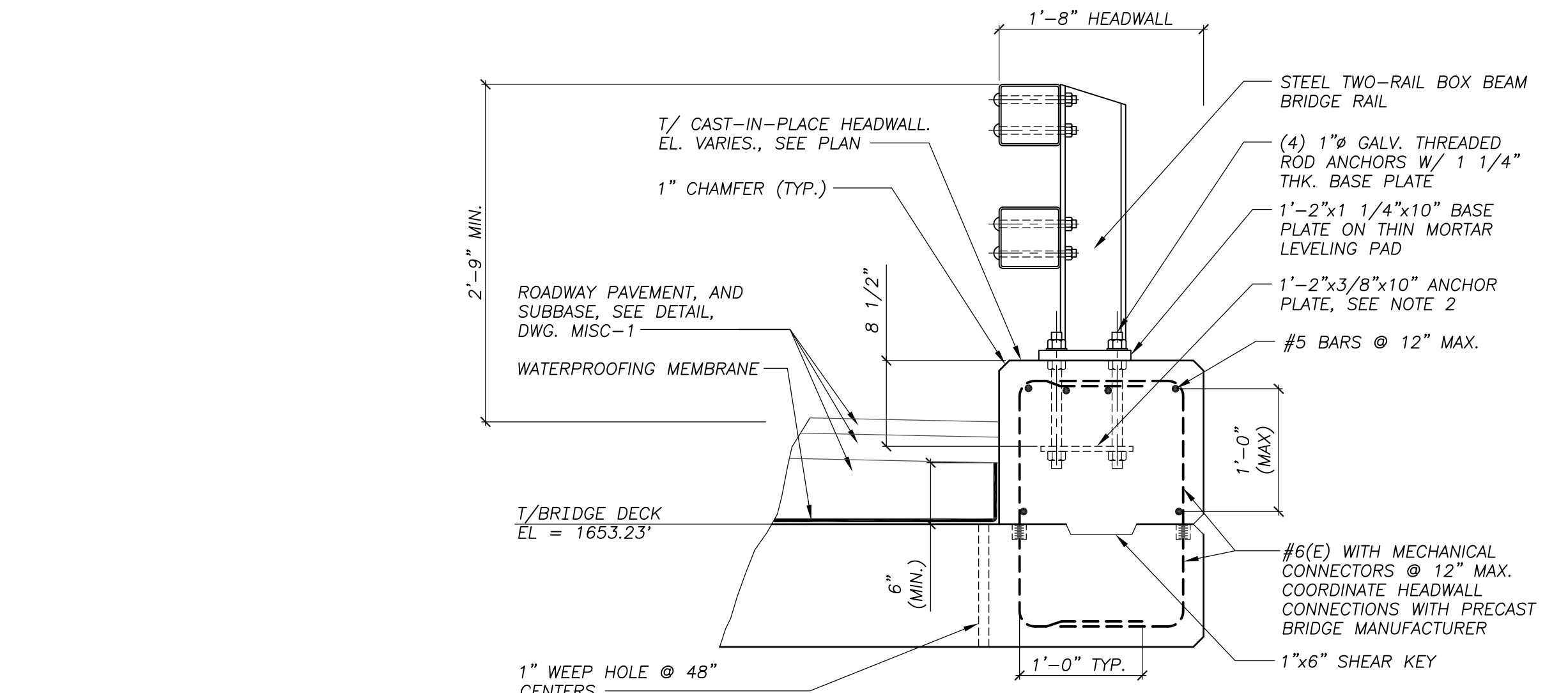
DRAWING NO. C/C-2 SHT. 17 OF 21  
REV. 2



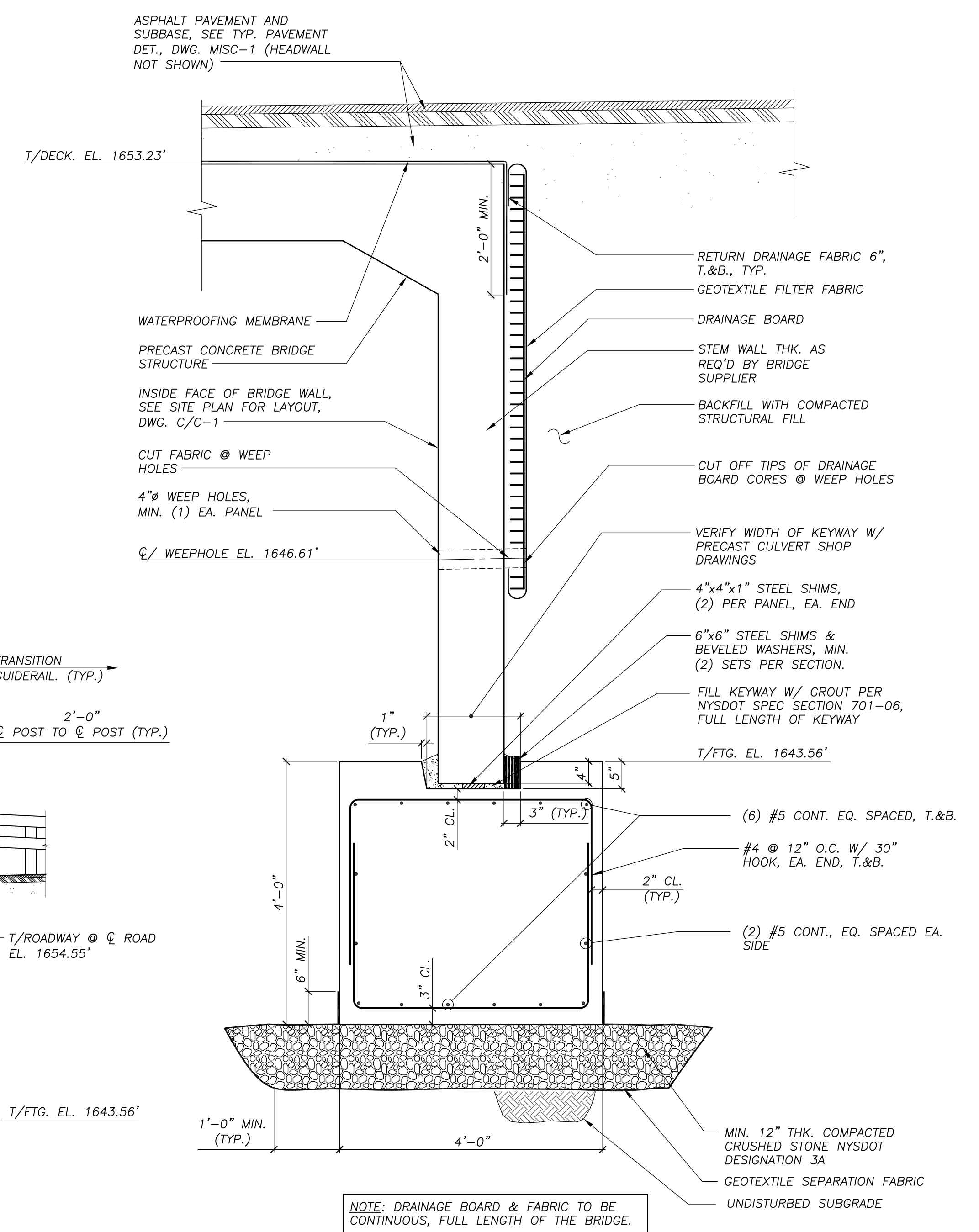
**BRIDGE PLAN**  
1/4"=1'-0"



**SECTION 2**  
1/4"=1'-0" C/S-1



**SECTION 4**  
1"=1'-0" C/S-1



**SECTION 3**  
3/4"=1'-0" C/S-1

REV.		DATE	DESCRIPTION
0	1/19/15	ISSUED FOR REVIEW	
1	2/9/15	MODS. PER TNC REVIEW	
2	4/27/15	BID AND CONSTRUCTION	

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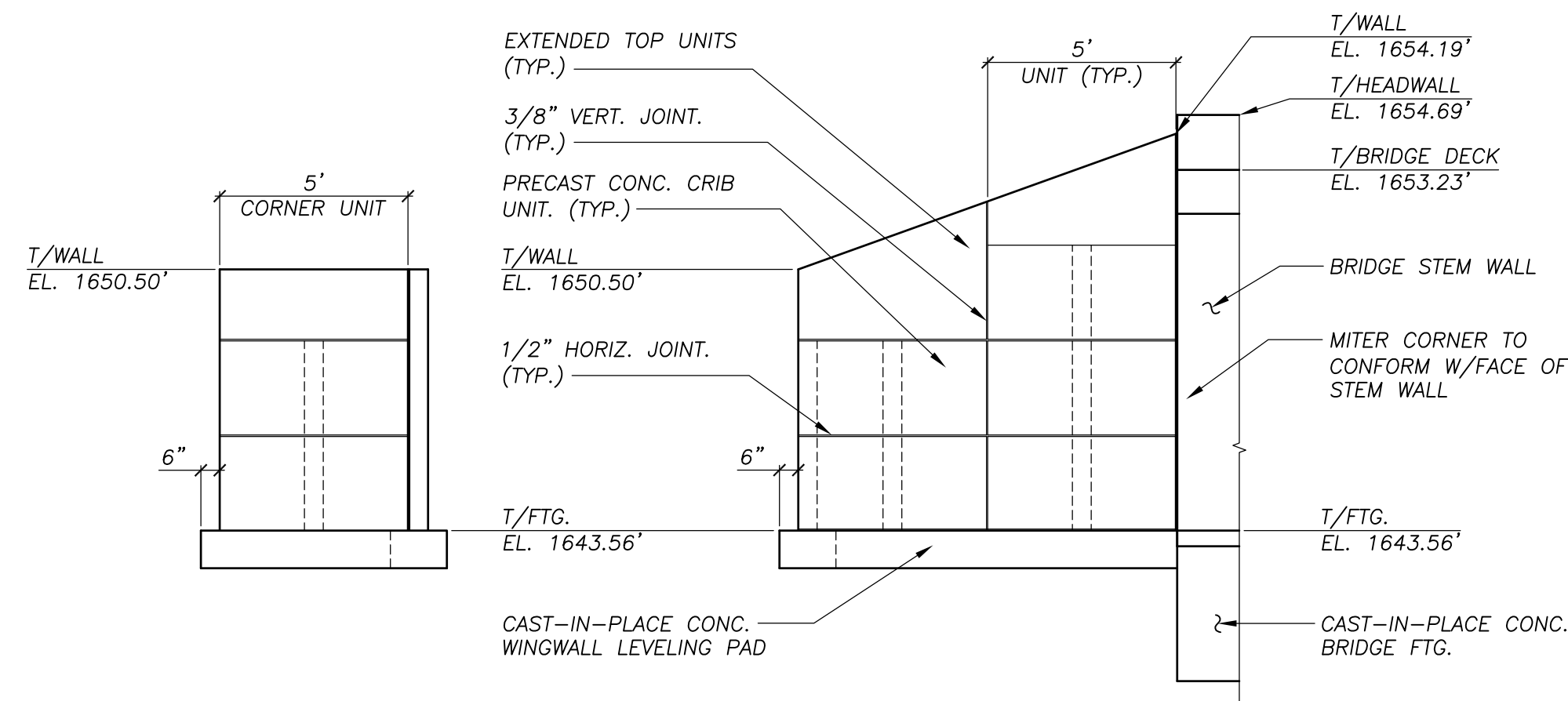
**SCHODER RIVERS ASSOCIATES**  
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Queensbury, New York 12804  
(518) 761-0417, FAX: (518) 761-0513

SCALE: AS SHOWN	DRAWN BY: SRA
DATE: 4/27/15	ENG. BY: JGL
PROJ. NO: 12-474.36	CHK'D BY: CBS

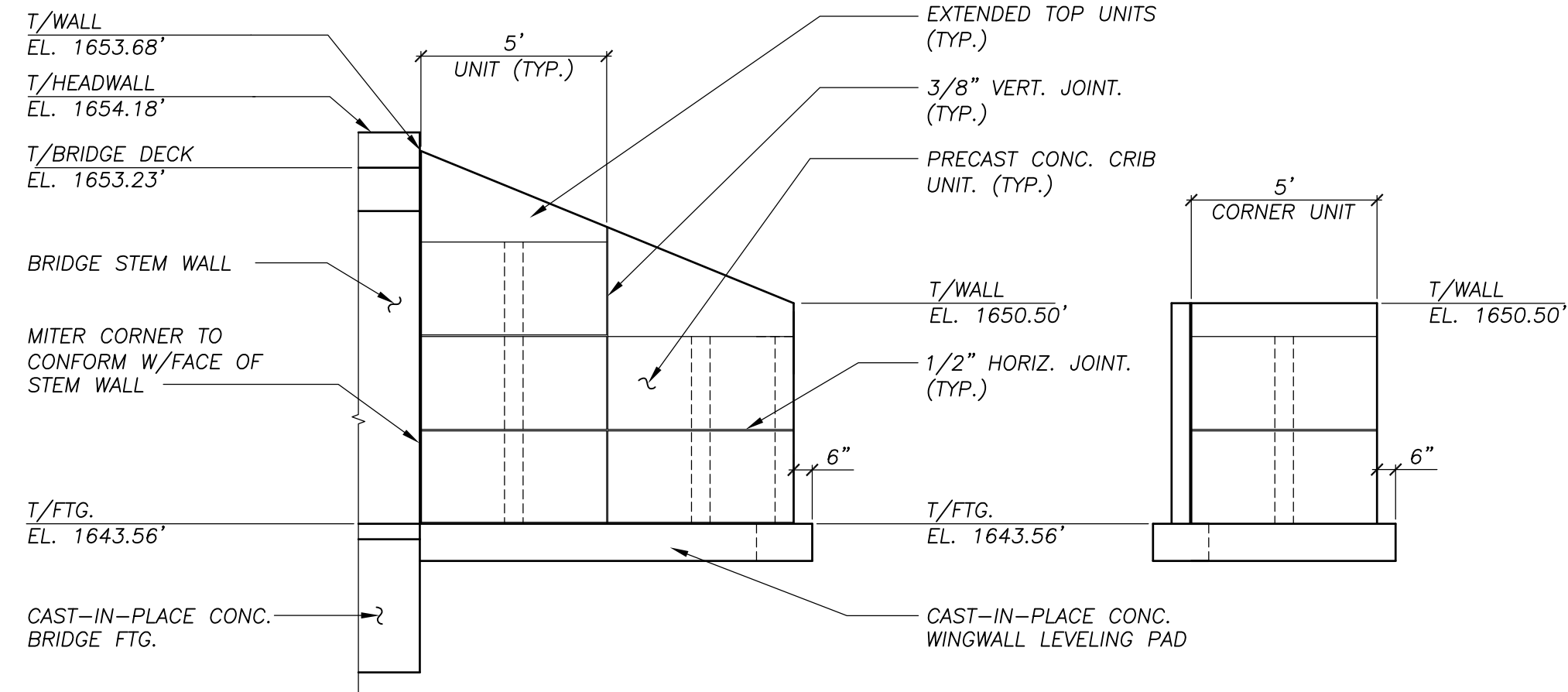
CLIENT NAME  
**ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS**  
Elizabethtown, NY

DRAWING TITLE  
**PRECAST CONCRETE BRIDGE PROJECTS**  
FEBRUARY, 2015  
- PROJECT C -  
CULVERT PLAN & SECTIONS

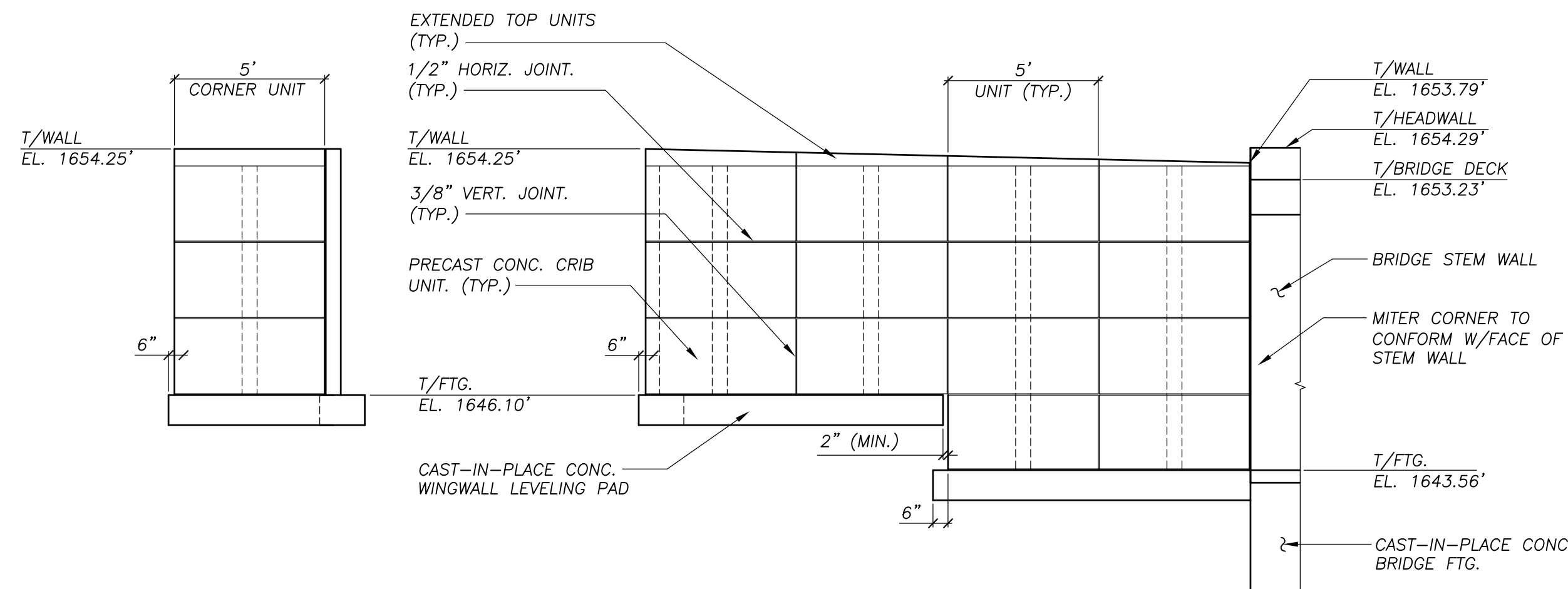
DRAWING NO. <b>C/S-1</b>	SHT. 18 OF 21 REV. 2
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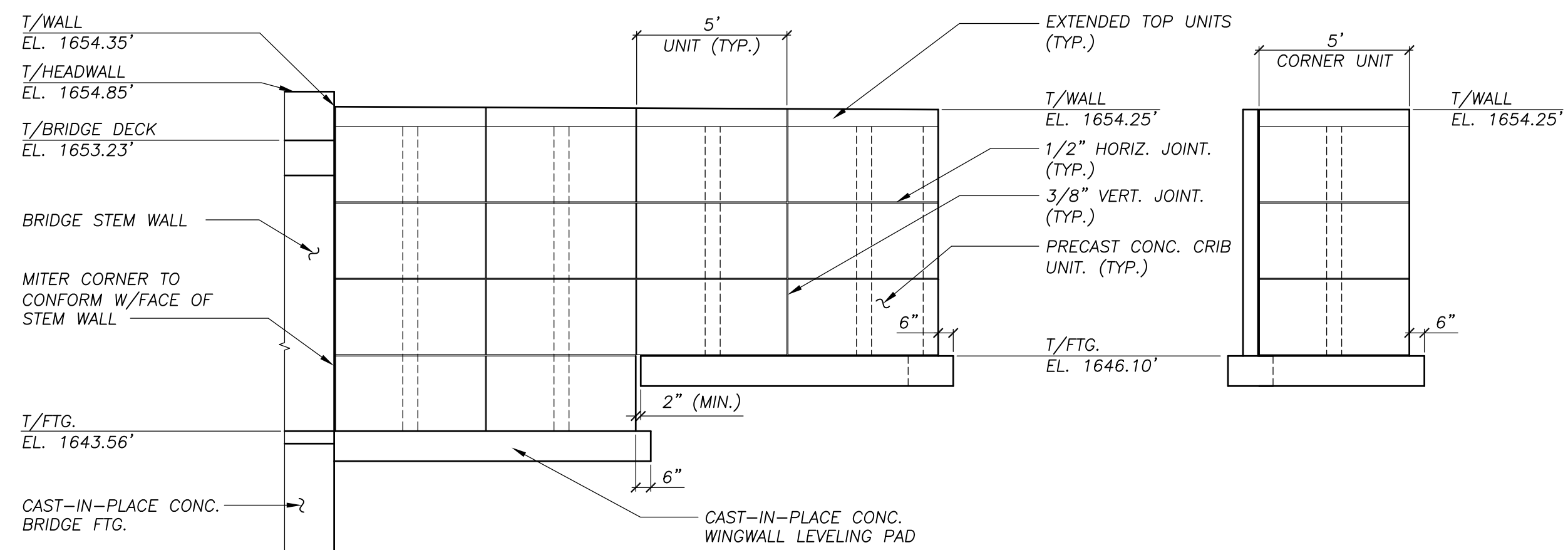
**NORTH DOWNSTREAM WINGWALL ELEVATION**  
1/4"=1'-0"



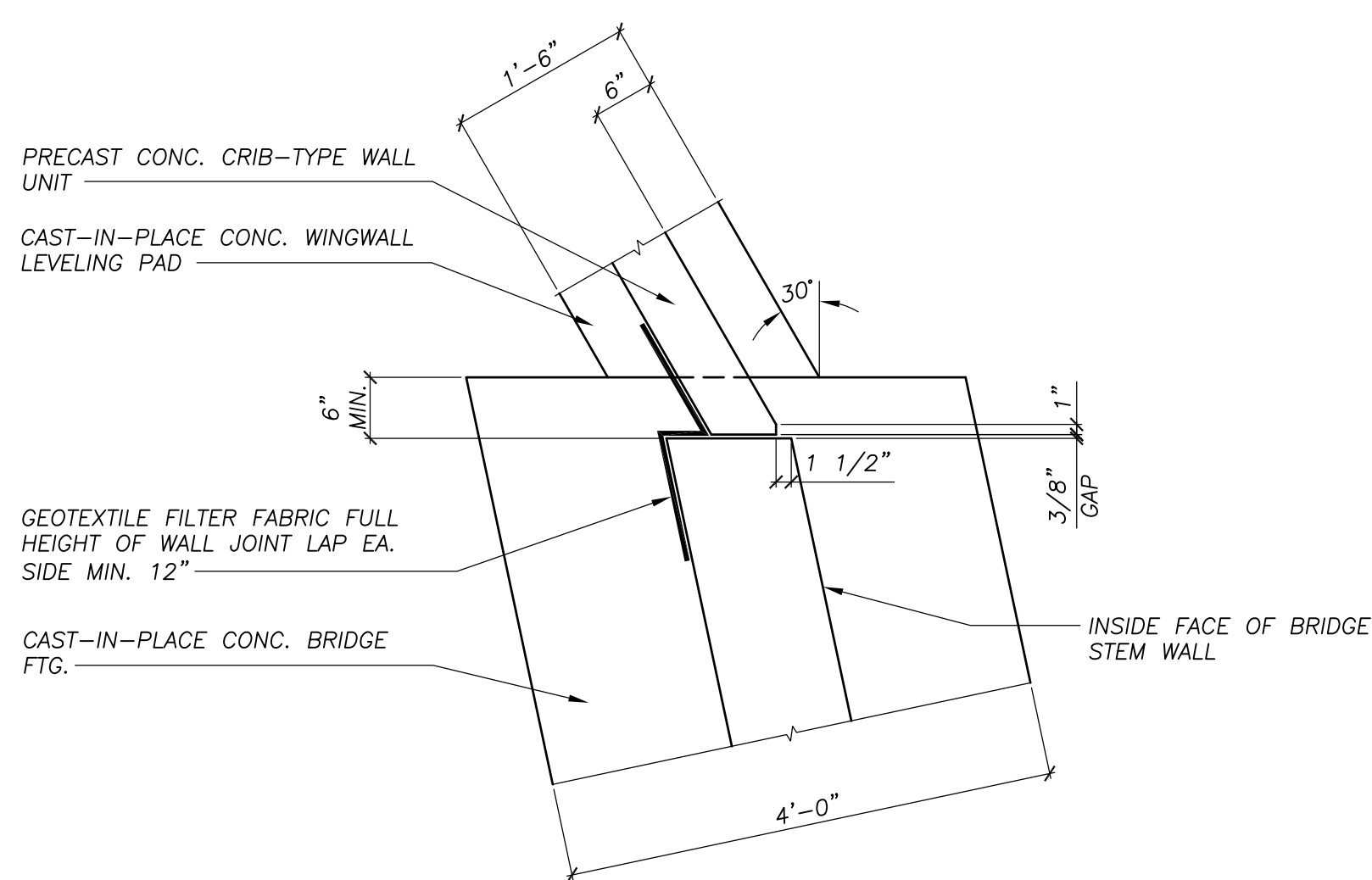
**SOUTH DOWNSTREAM WINGWALL ELEVATION**  
1/4"=1'-0"



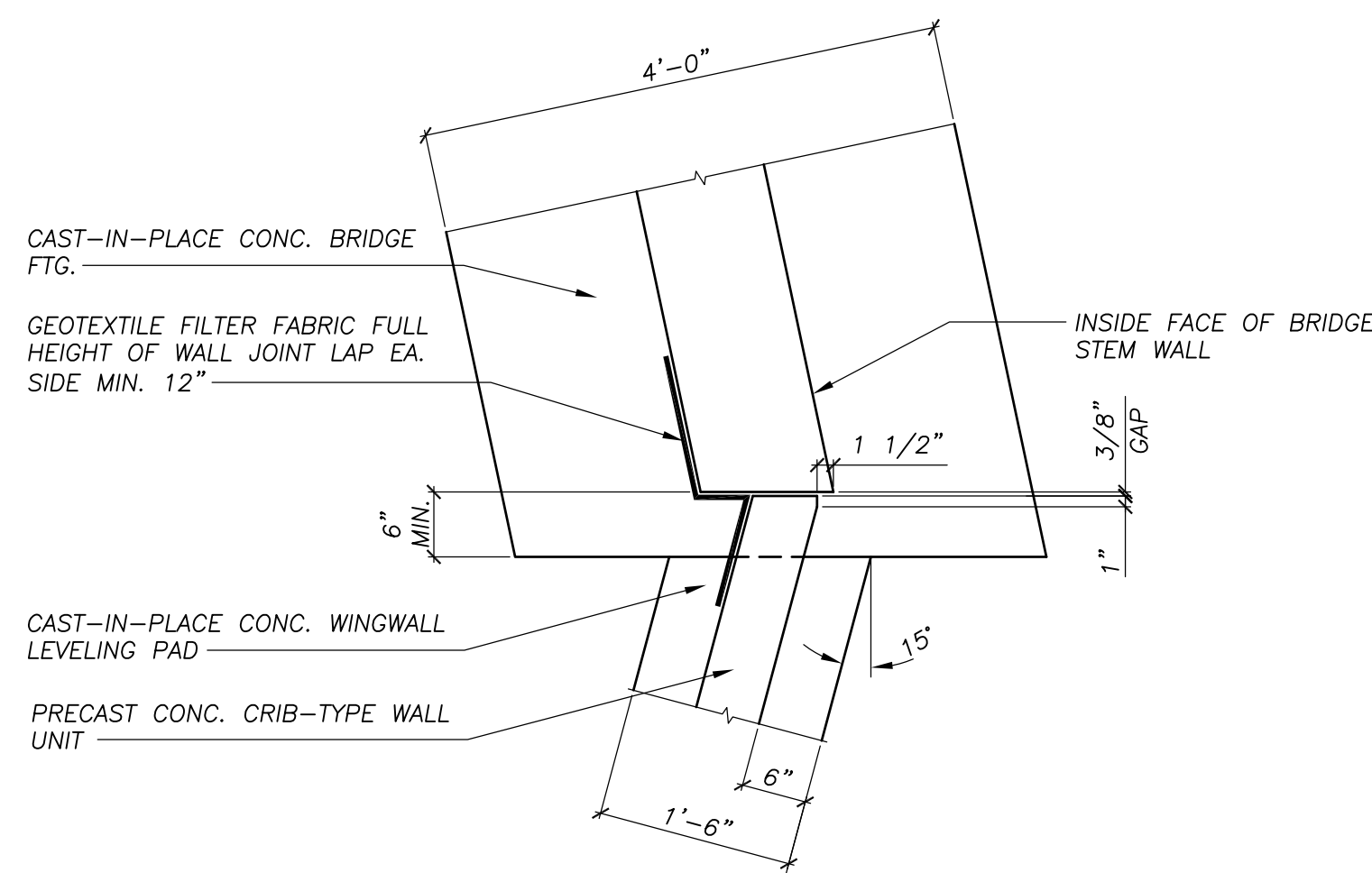
**SOUTH UPSTREAM WINGWALL ELEVATION**  
1/4"=1'-0"



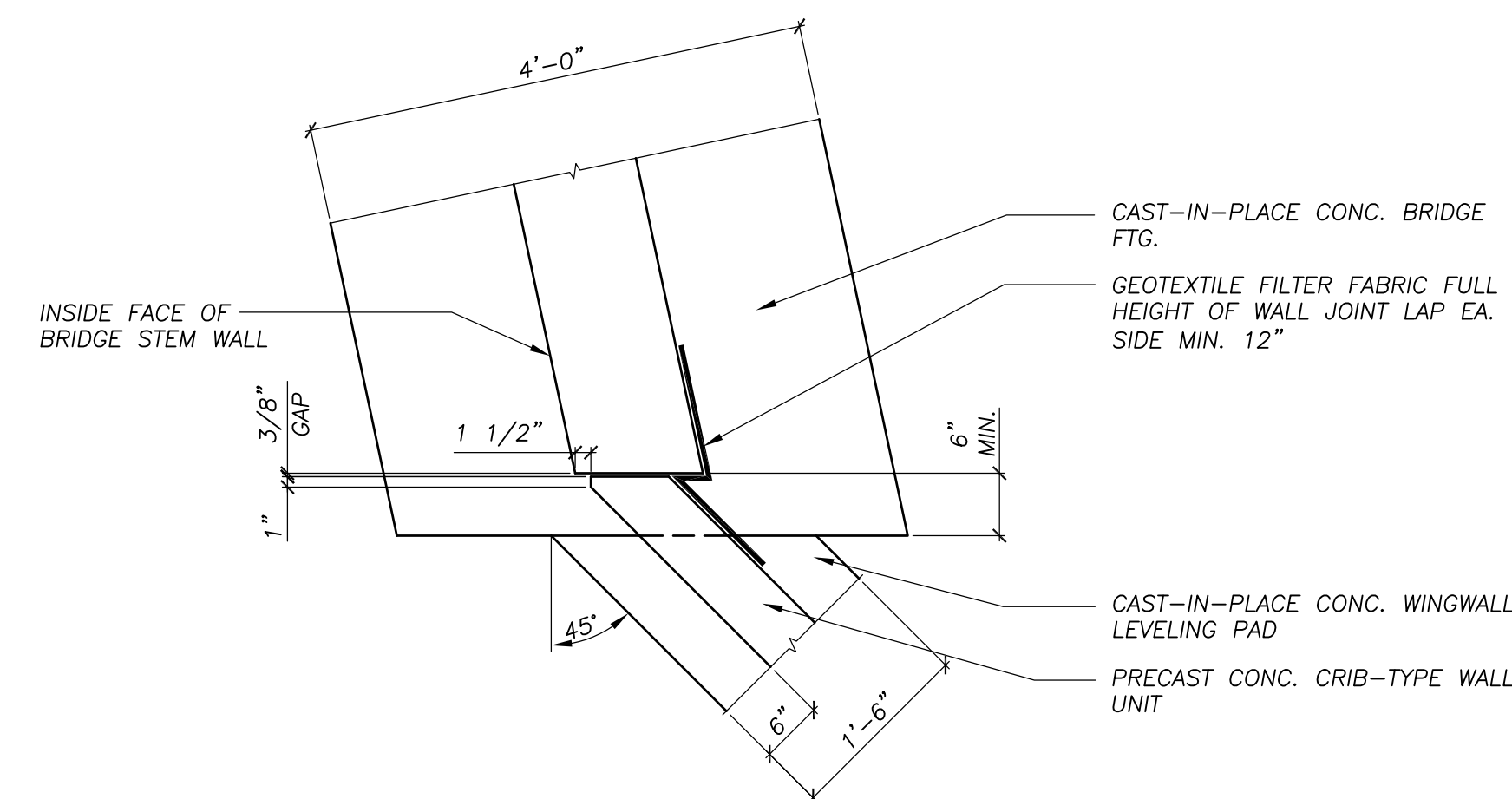
**NORTH UPSTREAM WINGWALL ELEVATION**  
1/4"=1'-0"



**DETAIL A**  
3/4"=1'-0"



**DETAIL B**  
3/4"=1'-0"



**DETAIL C**  
3/4"=1'-0"

REVISIONS		
REV.	DATE	DESCRIPTION
0	1/19/15	ISSUED FOR REVIEW
1	2/9/15	MODS. PER TNC REVIEW
2	4/27/15	BID AND CONSTRUCTION



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**SCHODER RIVERS ASSOCIATES**  
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Evergreen Professional Park  
453 Dixon Road, Suite 7, Bldg. 3  
Queensbury, New York 12804  
(518) 761-0417, FAX: (518) 761-0513

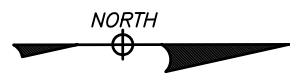
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DATE: 4/27/15 ENG. BY: JGL  
PROJ. NO: 12-474.36 CHK'D BY: CBS

CLIENT NAME  
ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS  
Elizabethtown, NY

DRAWING TITLE  
PRECAST CONCRETE BRIDGE PROJECTS  
FEBRUARY, 2015  
- PROJECT C -  
WINGWALL ELEVATIONS & DETAILS

DRAWING NO. C/S-2 SHT. 19 OF 21  
REV. 2



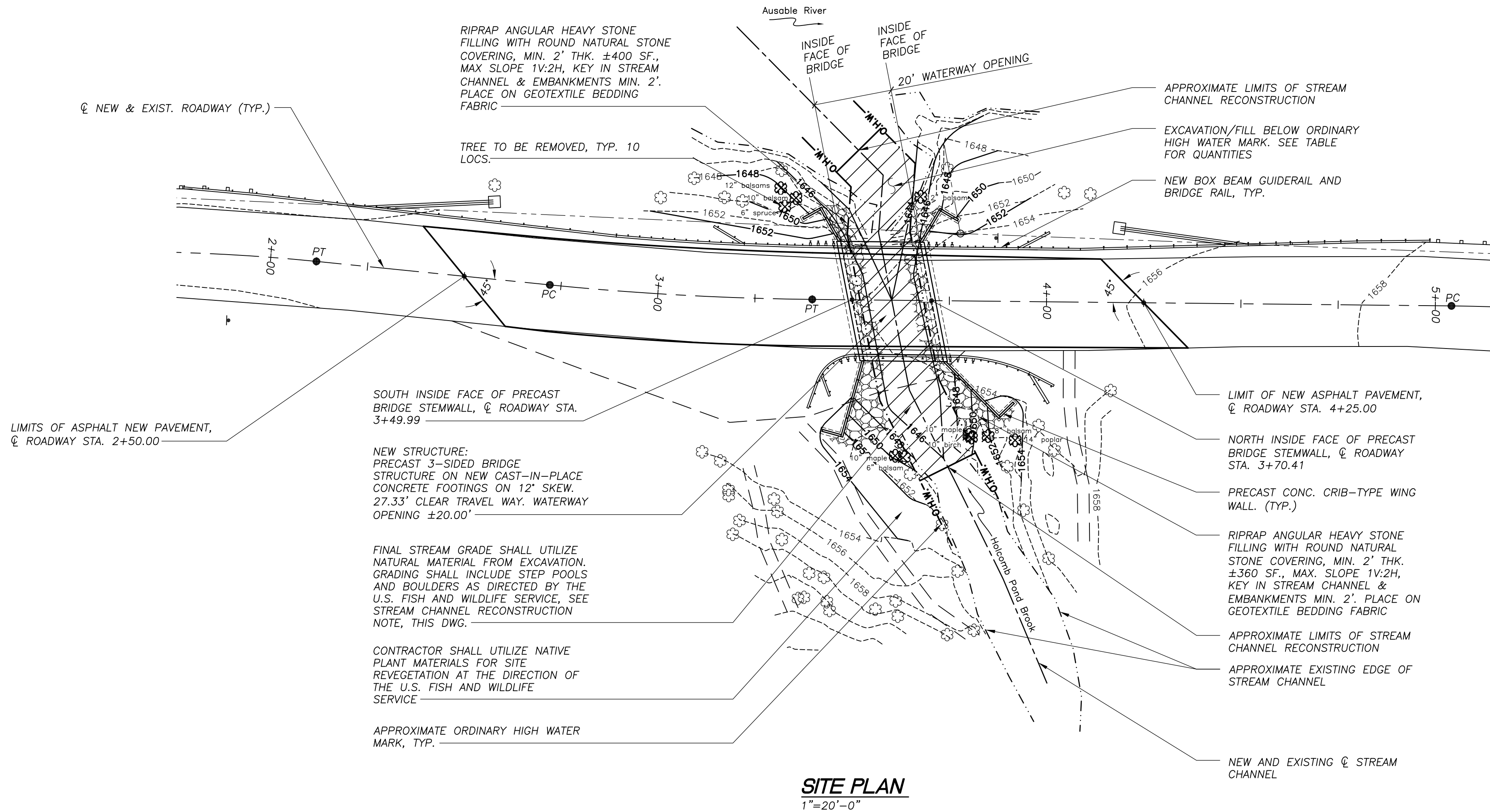


WETLAND PROTECTION NOTE

1. THE PROJECT SITE WAS VISITED BY ADIRONDACK PARK AGENCY STAFF ON 9/26/14. STAFF NOTED THAT THERE ARE NO WETLANDS PRESENT AT THE SITE.

STREAM CHANNEL RECONSTRUCTION NOTE

1. THE CONTRACTOR SHALL INCLUDE IN HIS BID THE COST FOR REGRADING OF THE STREAM CHANNEL WITHIN THE LIMITS INDICATED. FINAL DESIGN FOR CHANNEL RECONSTRUCTION SHALL BE PROVIDED BY THE U.S. FISH AND WILDLIFE SERVICE AND SHALL INCLUDE THE INSTALLATION OF UP TO SIX (6) SHALLOW STEP POOLS AND UP TO (5) LARGE (3/4 CU. YD.) NATURAL ROUNDED STONE BOULDERS IN THE RECONSTRUCTED REACH. SEE TYPICAL CHANNEL SECTION, THIS DWG.



APPROXIMATE EARTHWORK QUANTITIES BELOW ORDINARY HIGH WATER MARK					
		UPSTREAM OF BRIDGE	BELOW BRIDGE	DOWNSTREAM OF BRIDGE	TOTAL
EXCAVATION		10 cu. yd.	64 cu. yd.	13 cu. yd.	87 cu. yd.
FILL	RIPRAP	3 cu. yd.	50 cu. yd.	3 cu. yd.	56 cu. yd.
	STREAM BED MATERIAL	4 cu. yd.	14 cu. yd.	5 cu. yd.	23 cu. yd.

LEGEND

- 98----- EXISTING CONTOUR  
——98—— NEW CONTOUR  
----- EXISTING OVERHEAD UTILITY  
- - - - - EDGE OF STREAM

REVISIONS		
REV.	DATE	DESCRIPTION
0	3/25/15	ISSUED FOR REVIEW
1	4/27/15	BID AND CONSTRUCTION



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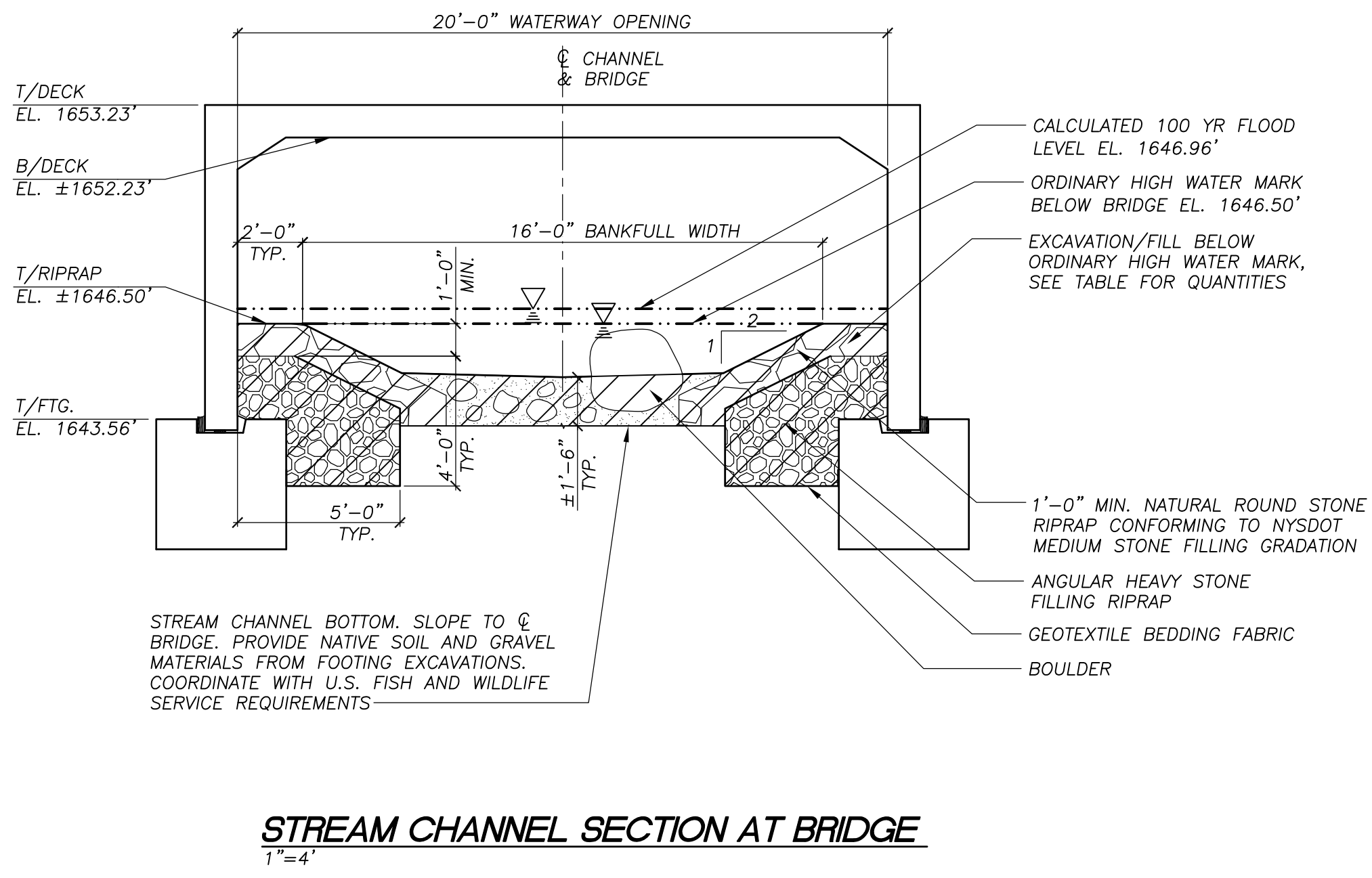
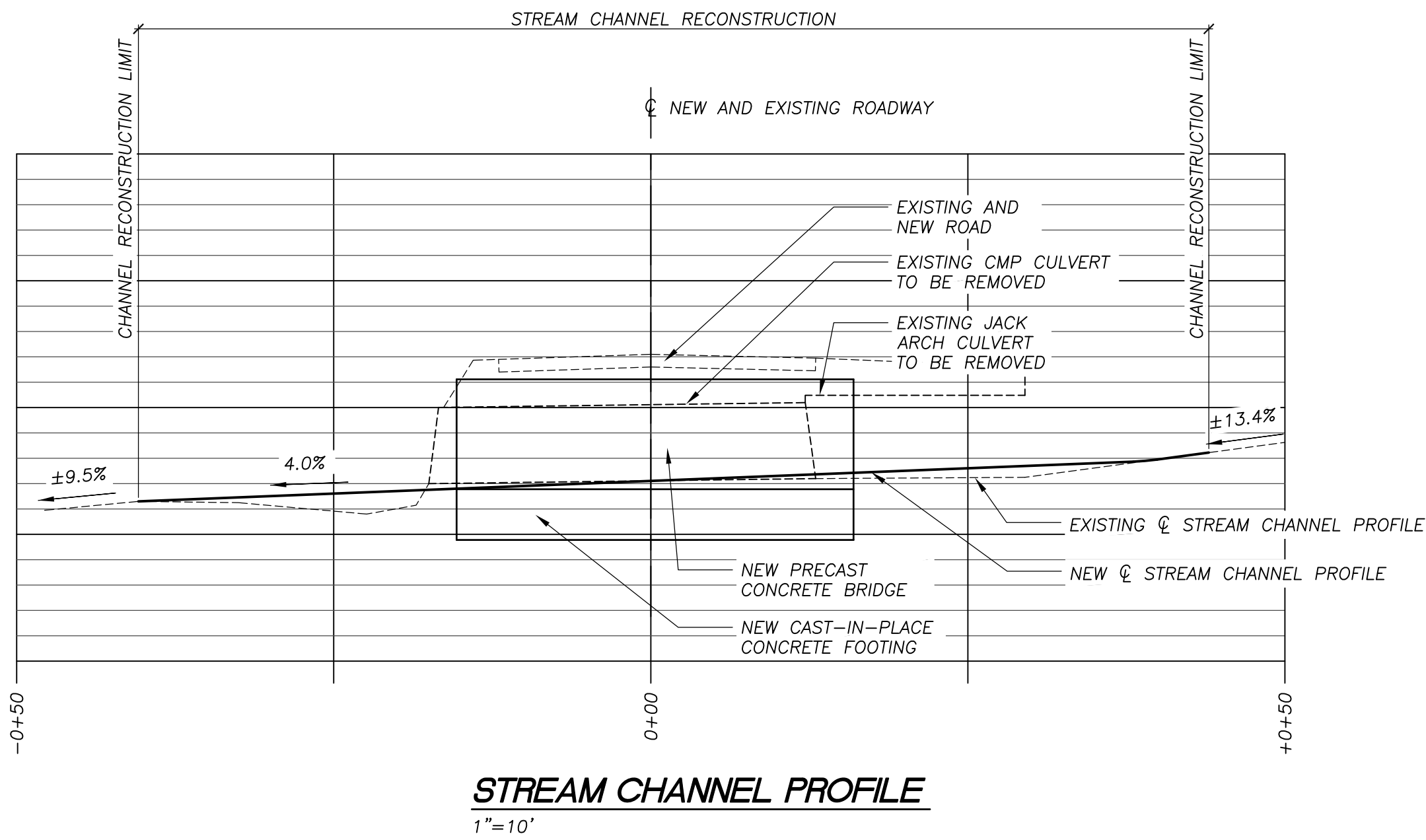
SCALE: AS SHOWN	DRAWN BY: SRA
DATE: 4/27/15	ENG. BY: JGL
PROJ. NO: 12-474.36	CHK'D BY: CBS

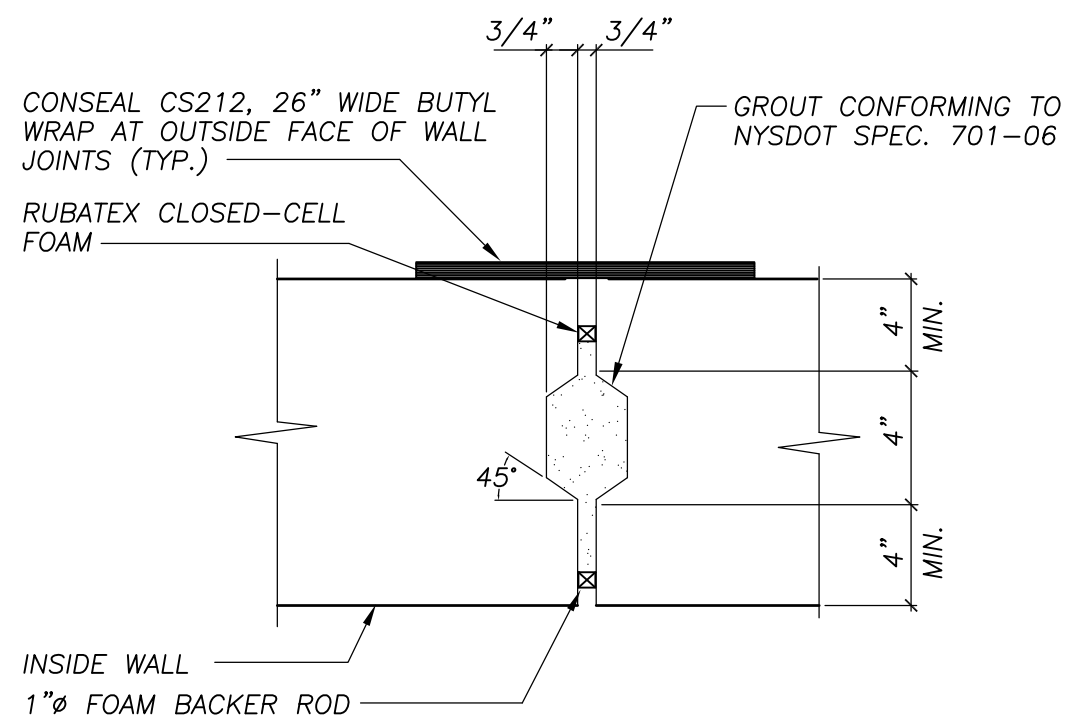
CLIENT NAME  
ESSEX COUNTY DEPARTMENT  
OF PUBLIC WORKS  
Elizabethtown, NY

DRAWING TITLE  
RIVER RD. (CR21) OVER HOLCOMB POND  
OUTLET BRK. BRIDGE REPLACEMENT  
U.S. ARMY CORPS  
OF ENGINEERS  
PERMIT DRAWING

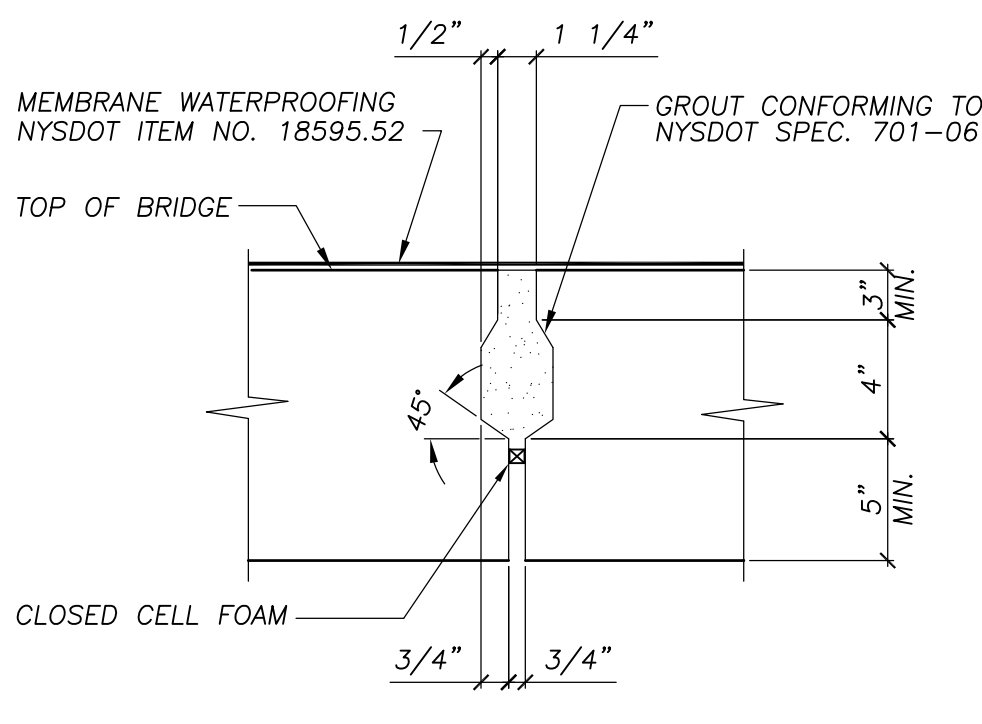
DRAWING NO.	SHT. 20 OF 21
C/COE-1	REV. 1

SURVEYED BY  
DAVID F. BARRASS  
LAND SURVEYOR  
5 MAPLE STREET  
CORINTH, NEW YORK

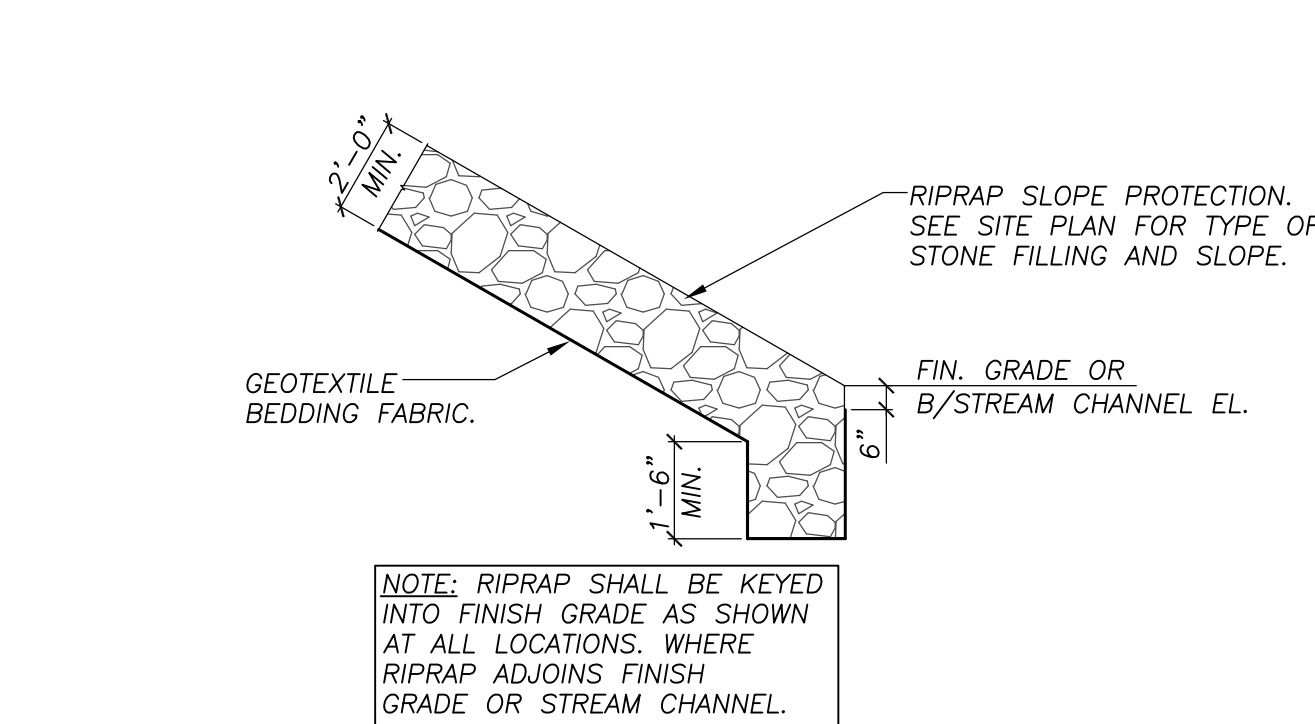




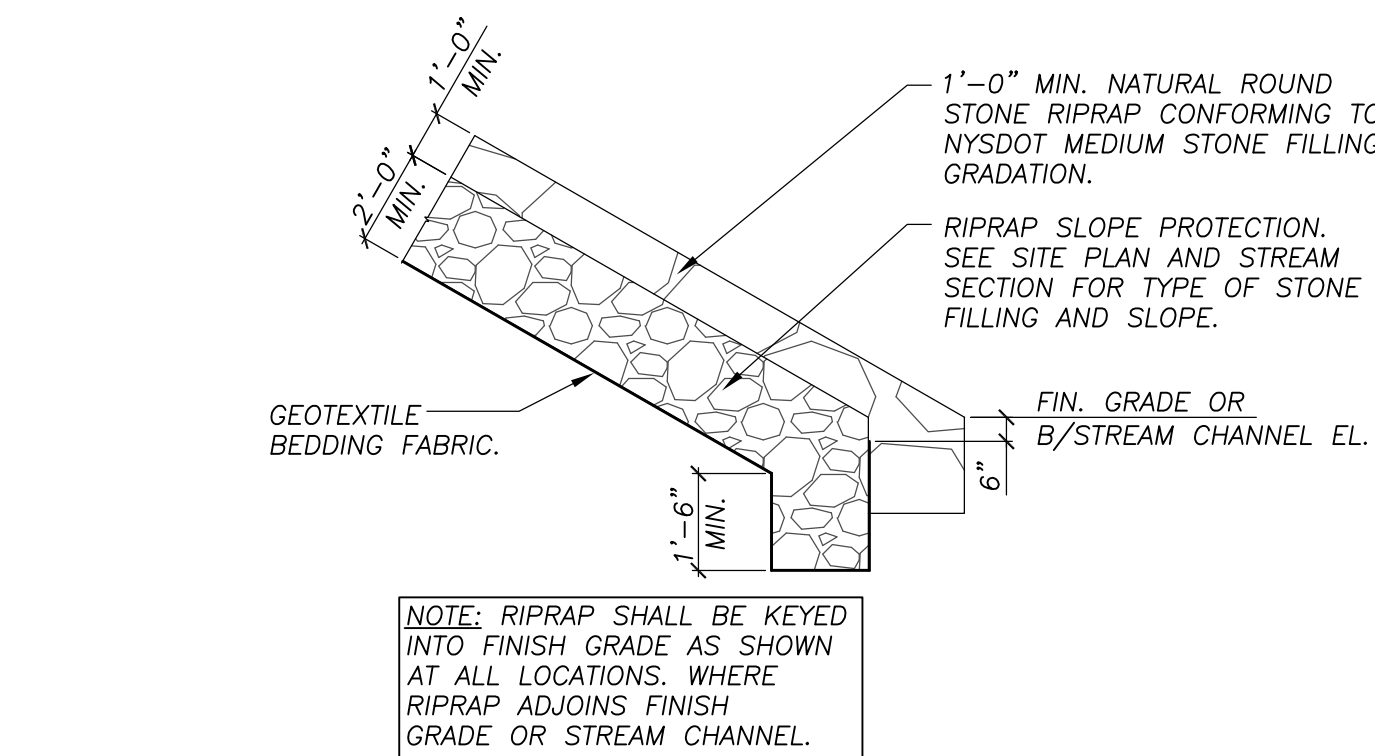
**TYPICAL BRIDGE WALL JOINT DETAIL**  
N.T.S.



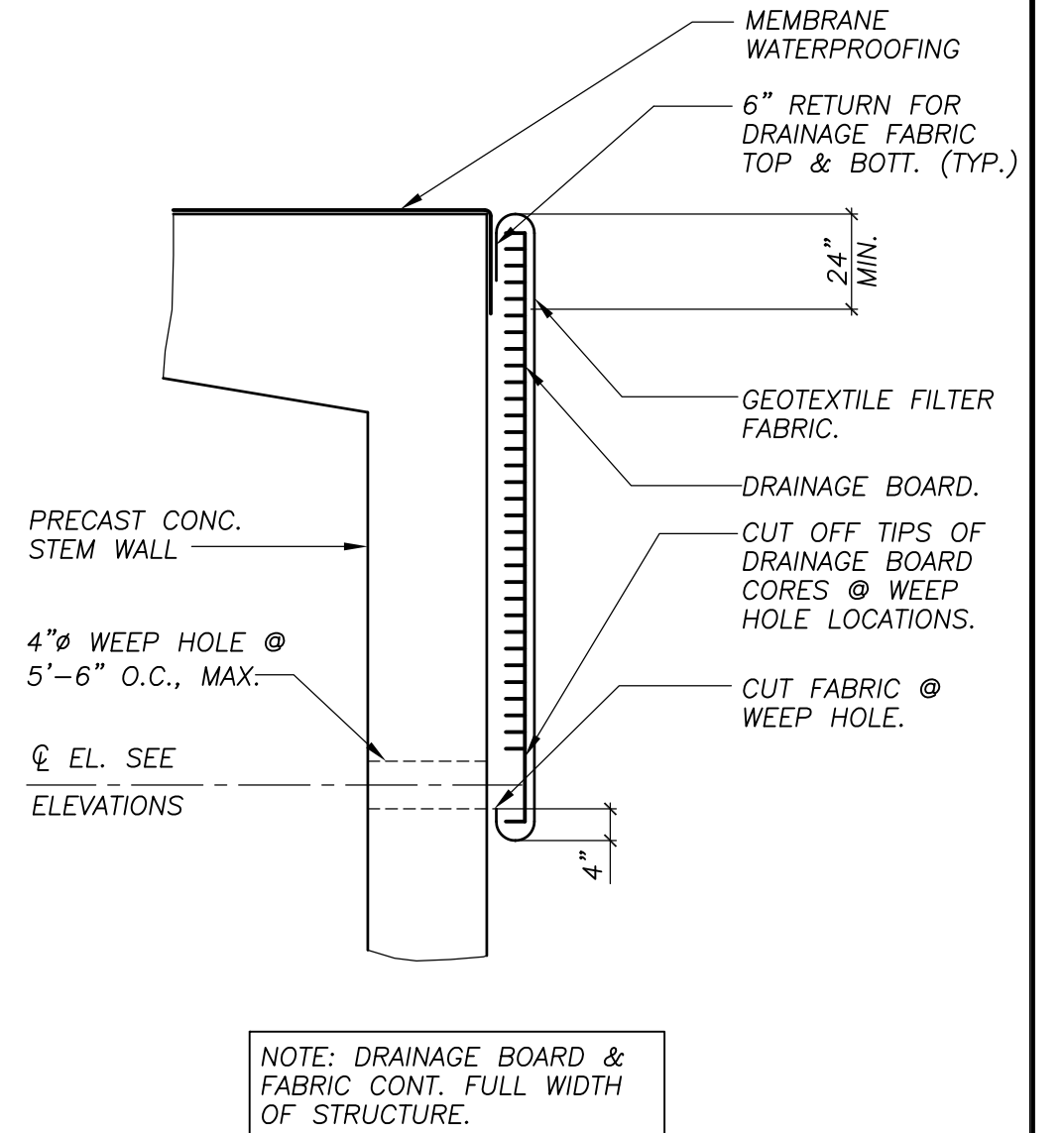
**TYPICAL BRIDGE DECK JOINT DETAIL**  
N.T.S.



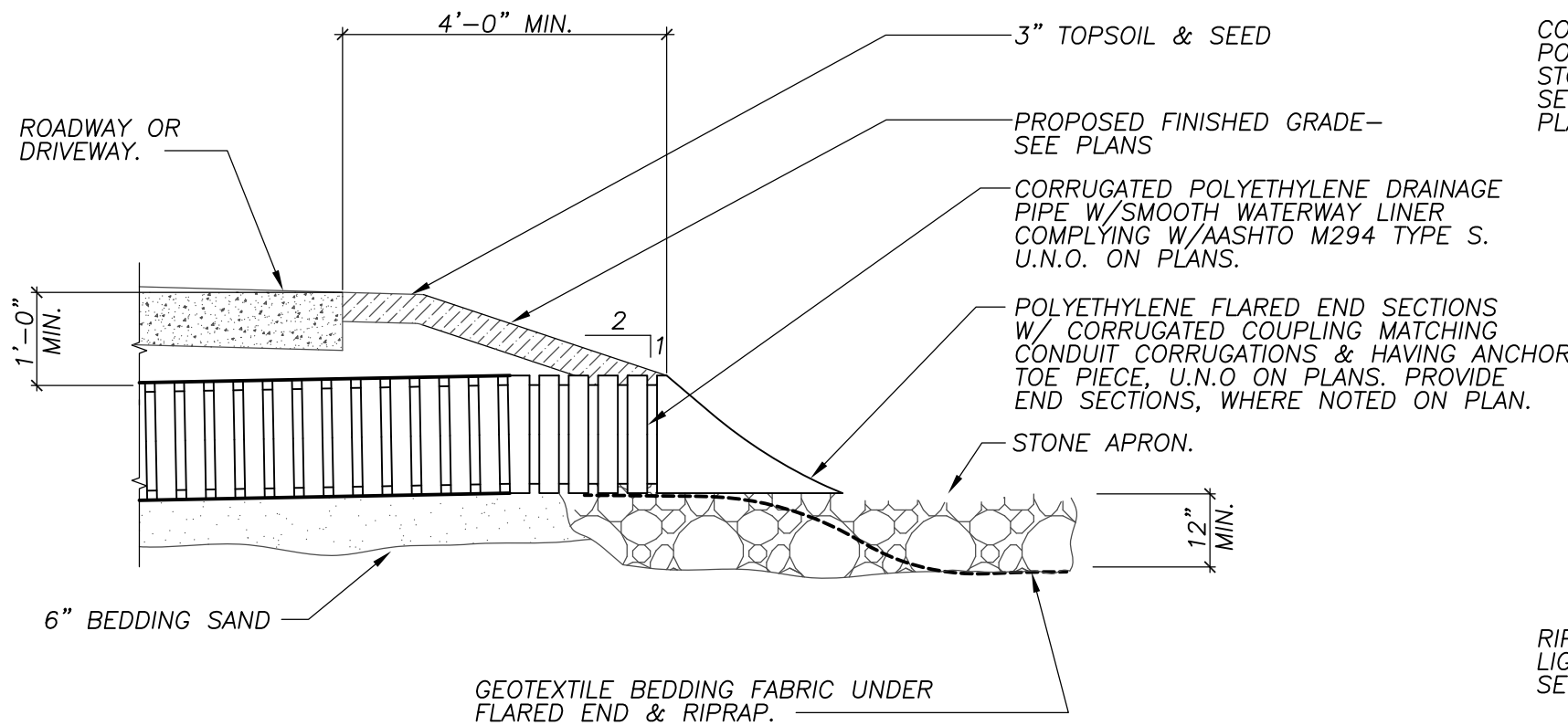
**RIPRAP KEYING DETAIL AT WINGWALLS (PROJECT 'A')**  
N.T.S.



**RIPRAP KEYING DETAIL AT WINGWALLS (PROJECTS 'B' AND 'C')**  
N.T.S.

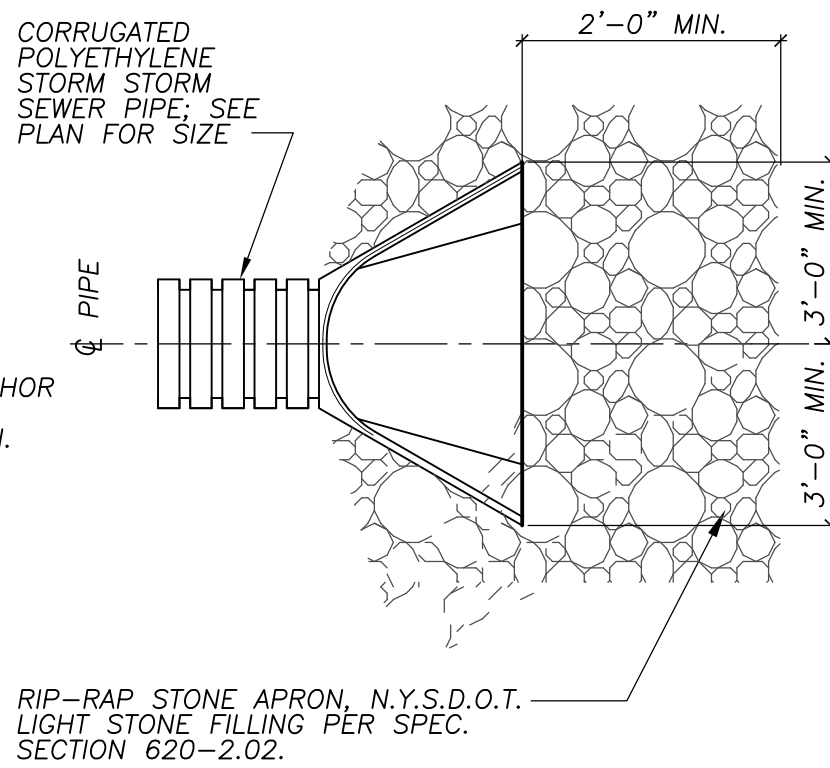


**DRAINAGE BOARD DETAIL**  
N.T.S.

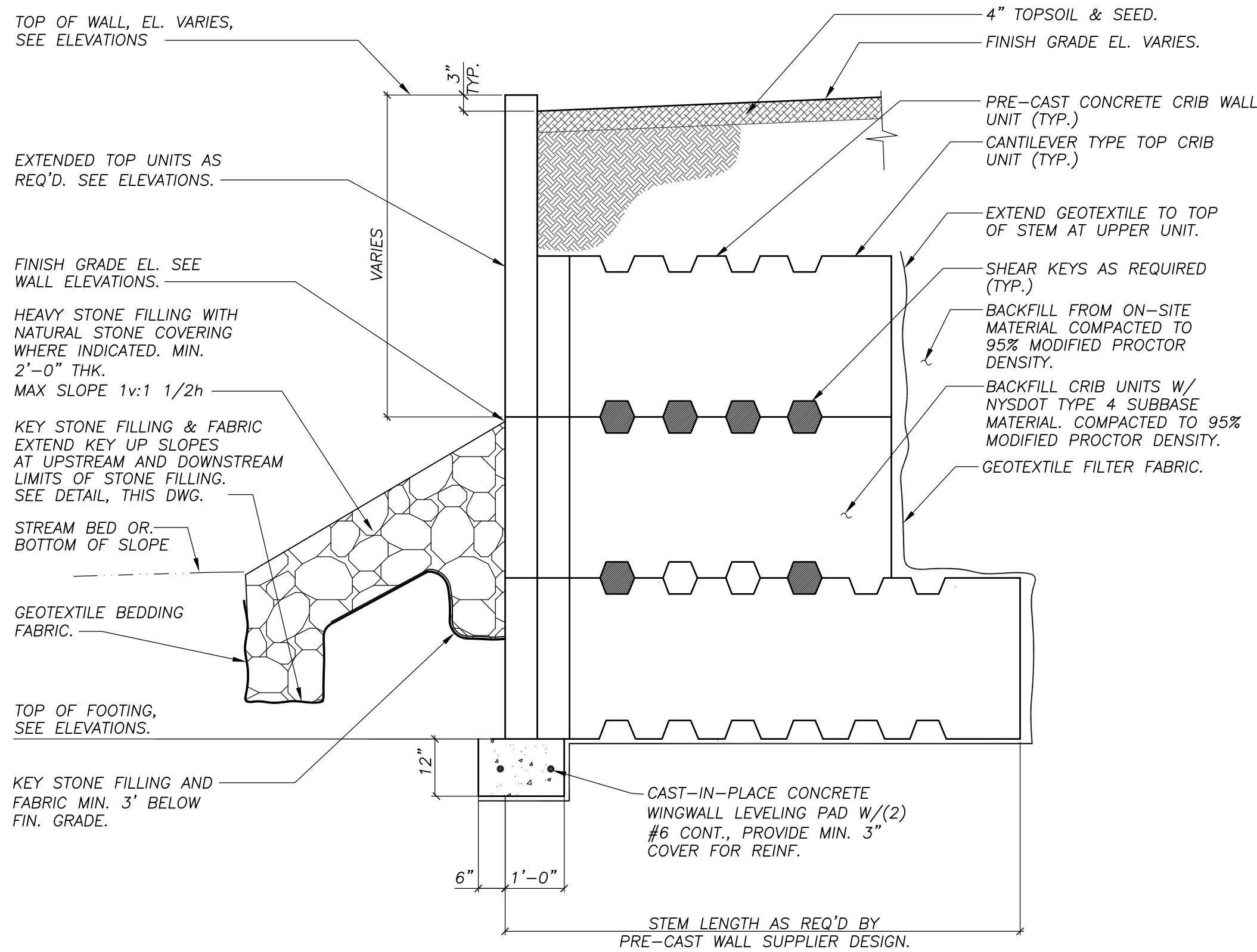


SECTION

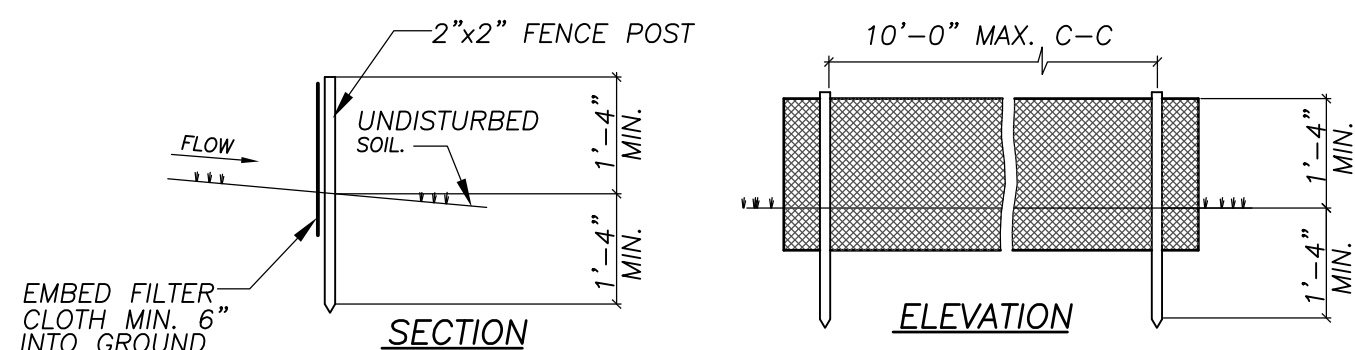
**TYPICAL CULVERT DETAIL**  
N.T.S.



PLAN



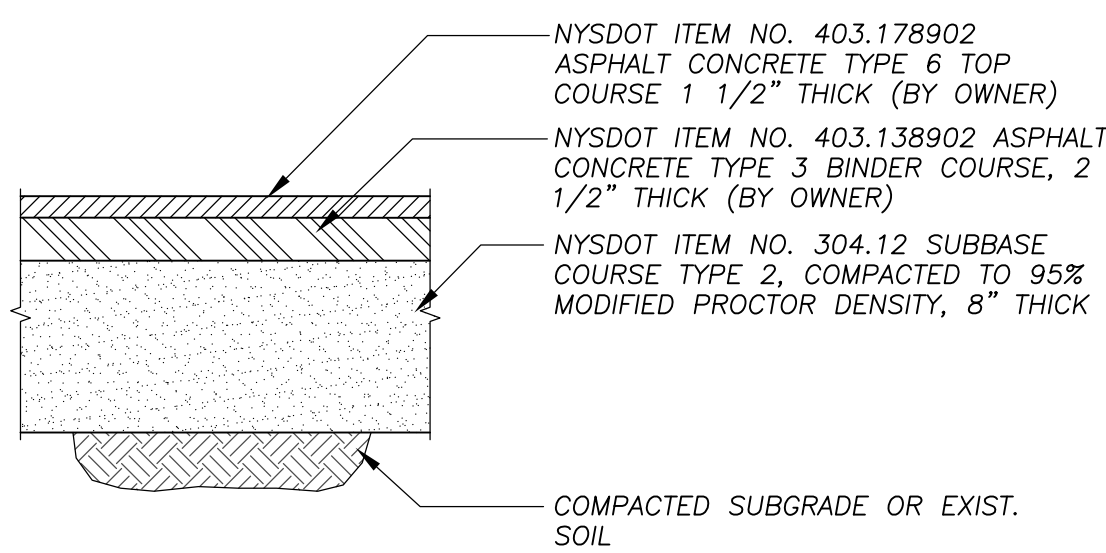
**TYPICAL PRECAST CONCRETE CRIB-TYPE WINGWALL SECTION**  
N.T.S.



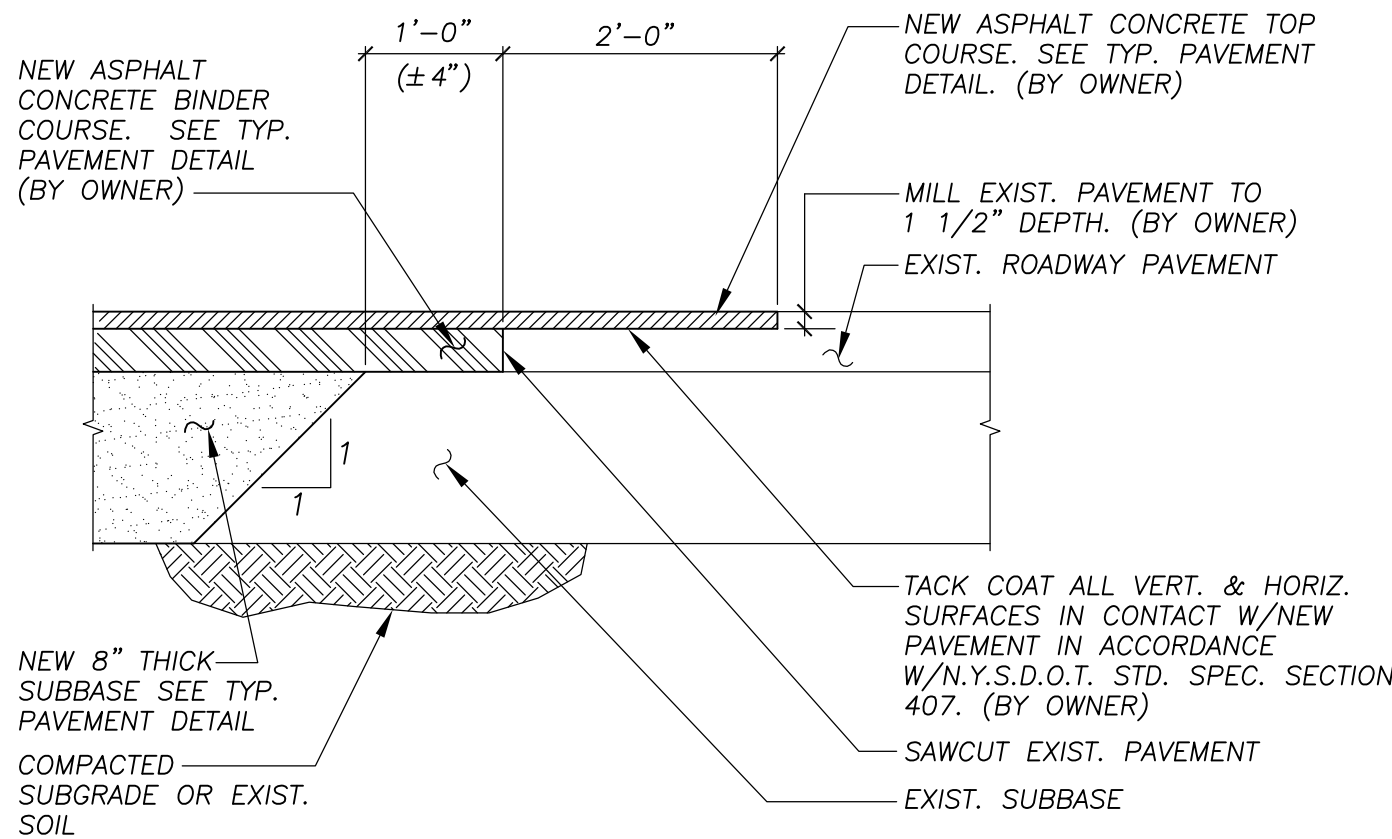
**NOTES**

1. FILTER CLOTH TO BE FASTENED SECURELY TO POSTS WITH STAPLES OR TIES AT 6" MAX. SPACING.
2. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY 6" AND FOLDED.
3. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE.

**SILT FENCE DETAIL**  
N.T.S.



**TYPICAL PAVEMENT DETAIL**  
N.T.S.



**PAVEMENT TRANSITION DETAIL**  
N.T.S.

REVISIONS		
REV.	DATE	DESCRIPTION
0	1/19/15	ISSUED FOR REVIEW
1	2/9/15	MODS. PER TNC REVIEW
2	4/27/15	BID AND CONSTRUCTION



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SCALE: AS SHOWN DRAWN BY: SRA  
DATE: 4/27/15 ENG. BY: JGL  
PROJ. NO: 12-474.XX CHK'D BY: CBS

CLIENT NAME  
**ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS**  
Elizabethtown, NY

DRAWING TITLE  
**PRECAST CONCRETE BRIDGE PROJECTS**  
FEBRUARY, 2015  
— ALL PROJECTS —  
MISCELLANEOUS CIVIL & STRUCTURAL DETAILS

DRAWING NO. **MISC-1** SHT. 21 OF 21  
REV. 2

**PRECAST CONCRETE BRIDGE PROJECTS  
APRIL, 2015**

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**GEOTECHNICAL INVESTIGATION REPORTS  
PROJECTS A, B AND C**

The following copies of the Geotechnical Reports for each of the three (3) sites included in this project are provided to the bidders for reference only. These reports are provided for informational purposes and shall not be considered to be part of the contract documents. If distributed to others by the bidder or contractor, the reports must be delivered in their entirety only.

It is the bidder's responsibility to determine if the information contained in these geotechnical reports is adequate for bidding purposes. The bidders may make their own investigations, tests and analyses for use in bid preparation if additional information is required. Contractors will not be relieved of any of their obligations for performance of the work for the project, nor shall they be entitled to any additional compensation on the premise of differing subsurface conditions or soils types which may be encountered.

Individual subsurface boring logs were prepared based upon the visual classifications and laboratory testing. The individual subsurface logs and keys explaining the terms used in their preparation are presented in the geotechnical reports and should be reviewed for a description of the conditions encountered at the specific test boring locations. It should be understood that conditions are only known at the specific depths and locations sampled. Conditions at other depths and locations may differ. Determinations of earthwork quantities for bidding must not rely solely on the soil strata thicknesses measured at the discrete test boring locations completed for these investigations. The bidder should perform their own explorations as needed to obtain representative thicknesses of soil layers and strata as required to prepare their bids for the work.

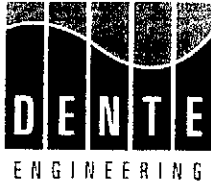


**GEOTECHNICAL REPORT FOR**  
**PROJECT A**

\*\*\*\*\*

**ALGONQUIN ROAD OVER OUTLET BROOK**  
**BRIDGE REPLACEMENT**

**TOWN OF NORTH ELBA, NY**

**ALBANY AREA**

594 Broadway  
Watervliet, NY 12189  
Voice 518-266-0310  
Fax 518-266-9238

**BUFFALO AREA**

PO Box 482  
Orchard Park, NY 14127  
Voice 716-649-9474  
Fax 716-648-3521

December 1, 2009

Mr. Tony LaVigne  
Essex County DPW  
8053 Route 9  
Elizabethtown, New York 12932

Re: Geotechnical Evaluation  
Algonquin Drive Bridge over Outlet Brook  
Lake Placid, Essex County, New York  
File No. FDE-09-214

Gentlemen:

In accord with your authorization, we have completed a subsurface investigation and geotechnical evaluation for the planned improvements to or replacement of the existing Algonquin Drive bridge over Outlet Brook in Lake Placid, New York. Presented herein is a summary of our findings and recommendations to assist in planning for the geotechnical related aspects of the bridge construction.

**PROJECT DESCRIPTION**

The existing bridge has concrete abutments with non-pile supported spread foundations that bear about one foot below the streambed. Some scour has reportedly occurred beneath the abutment foundations. The existing bridge deck has deteriorated, and its supporting structural elements are not suitable for reuse.

It is our understanding that two options are being considered to improve the bridge. The preferred option is to remove and replace the bridge deck and superstructure, and support new bridge elements on the existing concrete abutments with sheet piles driven in front of them to provide scour protection. As detailed later in this report, it is our opinion that this preferred option is not acceptable because excessive settlement and tilting of the existing foundation may occur as the sheet piles are installed. The second option is complete removal and replacement of the existing bridge structure and abutments.

**SUBSURFACE CONDITIONS**

The subsurface investigation completed at the site consisted of four exploratory test borings at the locations shown on the attached plan. The borings were advanced using a standard rotary drill rig equipped with hollow stem augers. As the augers were advanced, the overburden soils were sampled in general accord with the procedures of ASTM D-1586. Subsurface logs were prepared for the borings based on a visual classification of the recovered soil samples by a Geotechnical Engineer. The logs are attached together with a key that explains the terms used in their preparation.

It should be understood that the boring logs present a description of the conditions encountered on the date, specific location investigated and the depths sampled. Conditions at locations and depths other than those investigated may differ. It should also be understood that conditions can change with time. The subsurface logs should be reviewed for the specific conditions encountered at each investigated location.

The borings were advanced from the roadway grades at the site and, as such, they penetrated soils believed to have been placed as backfill for the existing bridge abutments to establish the approach grades. The fill soils were a variable mixture of sand and gravel with trace to little silt and possible cobbles and boulders. In general, these fills were judged to be of a loose to firm relative density throughout their depth, estimated at about 10 to 12 feet at the investigated locations.

The indigenous soils encountered beneath the fills at the site were relatively firm to very compact and composed primarily of alluvial sand or sand and gravel mixtures with trace to some silt. Layers of silt with trace to some fine sand were encountered within the alluvium on the south side of the bridge between depths of 35 and 45 feet. Test boring B-1 was ended in the alluvium at a depth of 50.4 feet. The remaining borings encountered a sequence of very compact silt or silt and fine sand with little gravel at a depth of about 50 feet. These borings were ended at depths ranging between 50.8 and 51.4 feet.

Based on the depth where the soils changed from moist to wet, it appears that groundwater was present about 9 to 10 feet below the ground surface at the time of our investigation. In our opinion, groundwater should be expected to roughly coincide with the stream level at the site throughout the seasons.

## **CONCLUSIONS & RECOMMENDATIONS**

The existing bridge abutment foundations appear to be seated on alluvial sand or sand and gravel soils that extend at least 50 feet below the roadway grades. These soils are of relatively low compressibility and adequate strength to support conventional shallow spread foundations if adequate scour protection is provided.

The preferred scour protection plan to drive sheet piles immediately adjacent to the existing abutment foundations may result in excessive settlement of the foundations and cause them to tilt towards the streambed. Accordingly, it is our opinion that this is not an acceptable option. Steel sheet piles may, however, be used to form a cofferdam for construction of a new non-pile supported abutment foundation and remain in place after construction to provide scour protection. As an option to the sheet-pile scour protection, the bridge foundations may be supported on driven pipe piles.

## **Seismic Design Considerations**

Based on the available subsurface information and our knowledge of the general geology of the project area, the site is considered a Soil Profile Type I in accordance with the AASHTO Standard Specifications for Highway Bridges. Therefore, a Site Coefficient,  $S$ , of 1.0 is recommended to determine seismic loads, if required.

## **Earthwork and Dewatering**

Non-pile supported spread foundations may bear directly upon the undisturbed, indigenous soils or upon engineered fills placed above the indigenous soils following the complete removal of existing fills and any other unsuitable, soft or organic soils. In the latter case, the removal of unsuitable materials should extend beyond the edges of the foundations a distance equal to at least one-half the depth of over-excavation beneath them. The Structural Fills used to backfill

the undercuts should consist of well graded granular soil materials and be placed and compacted to the minimum density criteria recommended subsequently. Dependent upon the design depth chosen, the foundation may bear in close proximity to the groundwater surface and require additional bearing grade preparations and dewatering.

Excavation to establish bearing for foundations or pile caps should proceed at least one foot beneath the planned grades. The over-excavation should be backfilled with a crusher-run stone similar in gradation and quality to Type 2 Material per Section 304 of the NYSDOT Standard Specifications for Construction and Materials. The material should be placed in a single lift and be compacted to at least 95 percent of its maximum dry density established through the procedures of ASTM D-1557, the Modified Proctor Test.

If the grades are established below or within one foot above the groundwater/stream levels, we recommend the foundation grade be prepared by placing a layer of synthetic fabric such as Mirafi 500X upon the approved bearing grade followed by 12 to 18 inches of a 50/50 blend of NYSDOT No. 1 and 2 sized crushed stone aggregate to create a working surface that can also be dewatered with ordinary sumps and pumps set within it.

Dependent upon stream levels during construction, the excavations planned may penetrate saturated soils and groundwater, which will coincide with the stream levels in the immediate project area. Common sump and pump techniques from within cofferdam sheets and behind sheetpile walls should be capable of limited depression and control of the water table at this site. The dewatering system must be designed and operated to assure that the system does not fail and allow groundwater to rise, possibly creating "quick" conditions at the bearing grades within the cofferdam or buoyant forces upon partially completed structures.

Sheet pile cantilever walls or enclosed cofferdams should be designed to achieve stability for varying water elevations that might occur during the construction process. The Contractor's dewatering plan, as well as any construction sheeting and shoring, should be designed by a Licensed Professional Engineer. The design should meet the requirements of 29 CFR Part 1926 Occupational Safety and Health Standards - Excavations for Type C Soils.

The Structural Fill used to backfill the abutment foundations and walls should consist of Type 4 processed sand and gravel as stipulated in Section 304 of the NYSDOT Standard Specifications for Construction and Materials. The fill should be placed in loose layers no more than one foot thick, with each lift compacted to not less than 95 percent of the material's maximum dry density determined through the procedures of ASTM D-1557, the Modified Proctor Compaction test.

#### **Retaining Wall Design Parameters**

The following parameters are recommended for use in the design of temporary sheeting and the bridge abutments and wing walls. The listed design parameters include no safety factor.

#### **Structural Fill Parameters**

- Total Unit Weight = 120 pcf
- Friction Angle of Soil = 30 degrees
- Coefficient of Active Earth pressure = 0.33
- Coefficient of At-Rest Earth pressure = 0.5
- Coefficient of Passive Earth pressure = 3.0

**Indigenous Alluvial Sand and Gravel Parameters**

Total Unit Weight = 125 pcf  
Friction Angle of Soil = 32 Degrees  
Coefficient of Active Earth pressure = 0.30  
Coefficient of At-Rest Earth pressure = 0.45  
Coefficient of Passive Earth pressure = 3.25

Abutment and sheet pile abutment walls should be designed to restrain lateral earth pressures calculated for the At-Rest Condition. Wing and temporary cofferdams may be designed to resist Active Lateral Earth Pressures.

**Spread Foundations**

Assuming the bearing grades are prepared as previously recommended and adequate scour protection is provided, non-pile supported spread foundations may be designed for a maximum net allowable bearing pressure equal to 4,000 pounds per square foot. The coefficient of sliding friction between the concrete and bearing grade soils may be assumed equal to 0.45.

Settlement of the spread foundations should occur in a semi-elastic manner as loads are actually applied and cease with each incremental loading of the foundations. We believe that the total foundation settlement should be less than about one-half inch, provided our recommendations concerning bearing grade preparations are followed. It should be understood that actual settlements will be dependent in great part upon the care exercised during bearing grade preparation.

**Pile Foundations**

If pile foundations are to be considered, it is our opinion that driven closed-end pipe piles are a suitable option for this site. The piles should develop their capacity through a combination of side friction and end bearing in the alluvial sand and gravel soils found to depths of at least 50 feet beneath the road surface.

For planning purposes, we estimated the allowable axial compressive load capacity for a 16-inch diameter closed-end pipe pile driven at least 50 feet below the existing road surface is 80 kips. If the pile length is shortened to 30 feet, the allowable capacity reduces to 40 kips. These allowable capacities were determined through a static analysis using a factor of safety equal to 3.0. The piles should be spaced at least three feet center to center, and at this spacing no reduction in the allowable capacities is necessary.

The piles should be driven using a hammer with a rated energy equal to at least 15,000 foot-pounds. A wave equation analysis should be conducted to establish preliminary pile driving criteria and to confirm that the proposed hammer and cushioning, actually proposed for use by the contractor, will not over-stress the pile as it is driven. Dynamic load testing should be conducted on at least one pile. The testing should be performed as the pile is driven to its initial set and at least 24 hours later upon a restrike. Results of the dynamic testing should be used to refine the driving criteria for remaining piles.

**Construction Monitoring**

The Geotechnical Engineer should be retained to monitor the earthwork and bearing grade preparation for foundations and installation of piles. It should be noted that actual subsurface conditions will only be known when excavated and the presence of the Geotechnical Engineer during construction will serve to validate the conditions assumed and the design recommended in this report.

## **CLOSURE**

This report was prepared for specific application to the project site and the construction planned using methods and practices common to Geotechnical Engineering in the area at the time, no other warranties expressed or implied are made. We should be allowed the opportunity to review appropriate plans and specifications prior to their release for bidding to confirm that our recommendations were properly interpreted and applied. We should also be retained to observe earthwork, foundation bearing grades and pile installation.

A sheet entitled "Important Information about your Geotechnical Engineering Report" prepared by the Association of Engineering Firms Practicing in the Geosciences is attached to this report. This sheet should never be separated from this report and be carefully reviewed as it sets the only context within which this report should be used.

We appreciate the opportunity to be of service. Should questions arise or if we may be of any other service, please contact us at your convenience.

Yours truly,  
Dente Engineering, P.C.



Edward C. Gravelle, P.E.  
Vice President



Fred A. Dente, P.E.  
President

### **Attachments:**

- Information Regarding Geotechnical Report
- Site Location Map
- Subsurface Investigation Plan
- Subsurface Logs and Key

# Important Information About Your Geotechnical Engineering Report

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.*

*The following information is provided to help you manage your risks.*

## **Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects**

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

## **Read the Full Report**

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

## **A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors**

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

## **Subsurface Conditions Can Change**

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

## **Most Geotechnical Findings Are Professional Opinions**

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

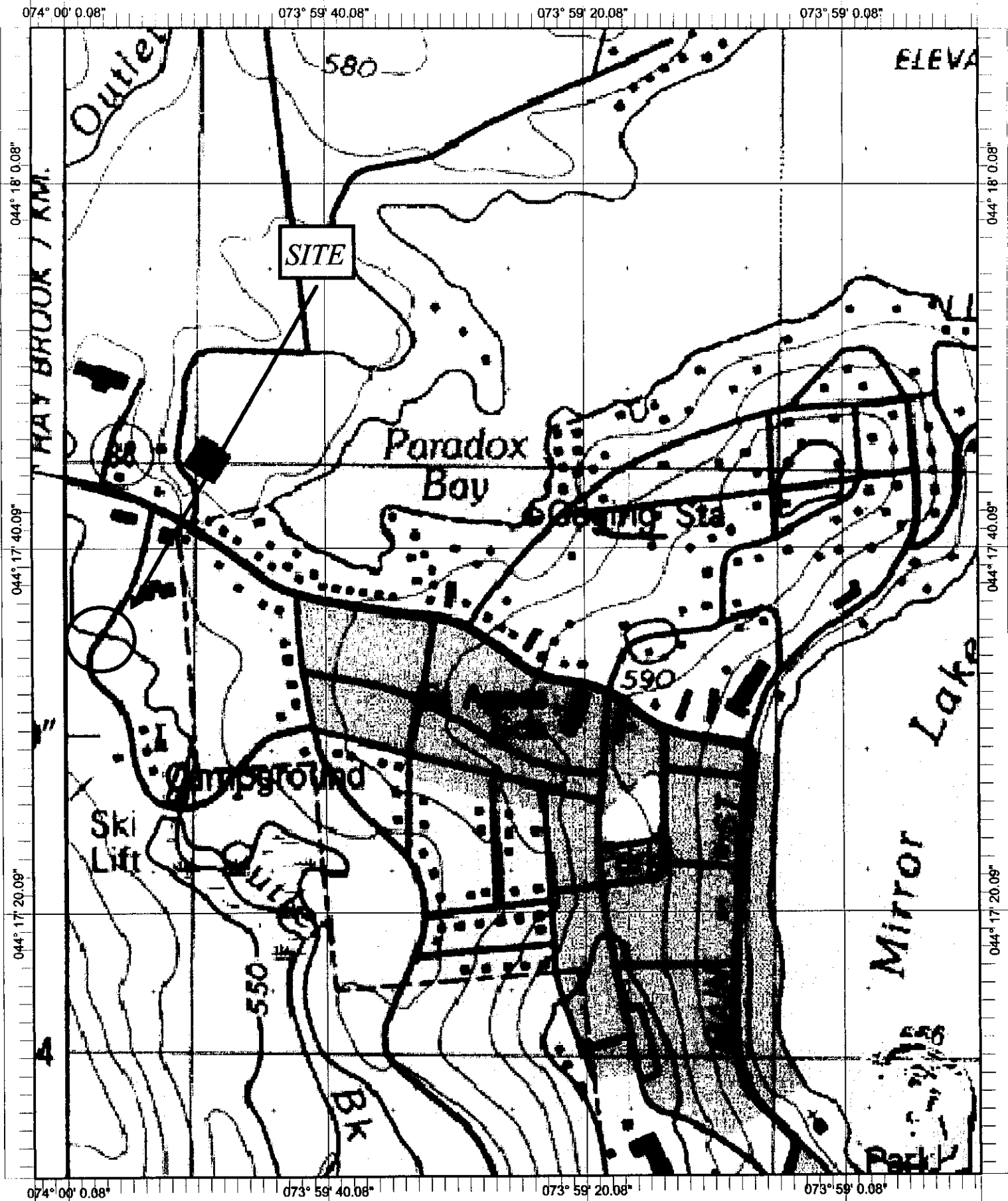
## **A Report's Recommendations Are *Not* Final**

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

## **SITE LOCATION MAP**

***Algonquin Drive Bridge over Outlet Brook  
Lake Placid, Essex County, New York***



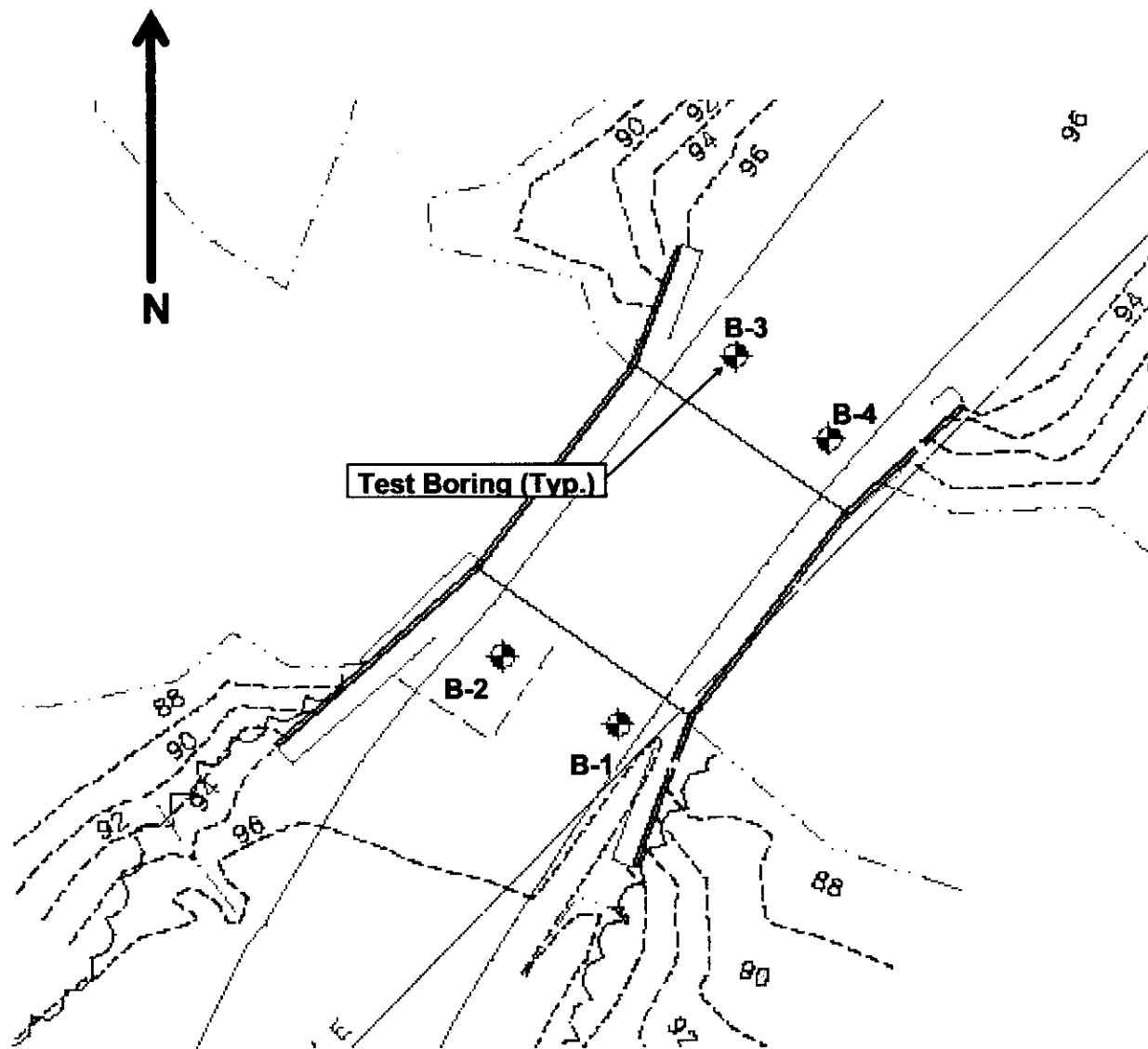


Name: LAKE PLACID  
Date: 10/23/109  
Scale: 1 inch equals 666 feet

Location: 044° 17' 37.0" N 073° 59' 26.2" W  
Caption: ALGONQUIN BRIDGE  
LAKE PLACID, NEW YORK 1979  
ETE-09-155

## **SUBSURFACE INVESTIGATION PLAN**

***Algonquin Drive Bridge over Outlet Brook  
Lake Placid, Essex County, New York***



**DENTE ENGINEERING, P.C.**  
 594 Broadway - Watervliet, New York 12189  
 Voice 518-266-0310 Fax 518-266-9238

Scale: N.T.S.

**SUBSURFACE INVESTIGATION PLAN**  
*Algonquin Drive Bridge over Outlet Brook*  
*Lake Placid, New York*

Drawn By: ECG

Date: 11/30/2009

Drawing No. 1

## **SUBSURFACE LOGS AND KEY**

***Algonquin Drive Bridge over Outlet Brook  
Lake Placid, Essex County, New York***

## ROCK CLASSIFICATIONS

Rock Classifications are visual descriptions on the basis of the Driller's, Technician's, Geologist's or Geotechnical Engineer's observations of the coring activity and the recovered samples applying the following classifications.

CLASSIFICATION TERM	DESCRIPTION
VERY HARD	NOT SCRATCHED BY KNIFE
HARD	SCRATCHED WITH DIFFICULTY
MEDIUM HARD	SCRATCHED EASILY
SOFT	SCRATCHED WITH FINGERNAIL
VERY WEATHERED	DISINTEGRATED WITH NUMEROUS SOIL SEAM
WEATHERED	SLIGHT DISINTEGRATION, STAINING, NO SEAMS
SOUND	NO EVIDENCE OF ABOVE
MASSIVE	ROCK LAYER GREATER THAN 36" THICK
THICK BEDDED	ROCK LAYER 12" - 36"
BEDDED	ROCK LAYER 4" - 12"
THIN BEDDED	ROCK LAYER 1" - 4"
LAMINATED	ROCK LAYER LESS THAN 1"
FRACTURES	NATURAL BREAKS AT SOME ANGLE TO BEDS

Core sample recovery is expressed as percent recovered of total sampled. The ROCK QUALITY DESIGNATION (RQD) is the total length of core sample pieces exceeding 4" length divided by the total core sample length for N size cored.

## GENERAL

- Soil and Rock classifications are made visually on samples recovered. The presence of Gravel, Cobbles and Boulders will influence sample recovery classification density/consistency determination.
- Groundwater, if encountered, was measured and its depth recorded at the time and under the conditions as noted.
- Topsoil or pavements, if present, were measured and recorded at the time and under the conditions as noted.
- Stratification Lines are approximate boundaries between soil types. These transitions may be gradual or distinct and are approximated.

## INTERPRETATION OF SUBSURFACE LOGS

The Subsurface Logs present observations and the results of tests performed in the field by the Driller, Technicians, Geologists and Geotechnical Engineers as noted. Soil/Rock Classifications are made visually, unless otherwise noted, on a portion of the materials recovered through the sampling process and may not necessarily be representative of the materials between sampling intervals or locations.

The following defines some of the terms utilized in the preparation of the Subsurface Logs.

### SOIL CLASSIFICATIONS

Soil Classifications are visual descriptions on the basis of the Unified Soil Classification ASTM D-2487 and USBR, 1973 with additional comments by weight of constituents by BUHRMASTER. The soil density or consistency is based on the penetration resistance determined by ASTM METHOD D1586. Soil Moisture of the recovered materials is described as DRY, MOIST, WET or SATURATED.

SIZE DESCRIPTION		RELATIVE DENSITY/CONSISTENCY (basis ASTM D1586)			
SOIL TYPE	PARTICLE SIZE	GRANULAR SOIL		COHESIVE SOIL	
BOULDER	> 12	DENSITY	BLOWS/FT.	CONSISTENCY	BLOWS/FT.
COBBLE	3" - 12"	LOOSE	< 10	VERY SOFT	< 3
GRAVEL-COARSE	3" - 3/4"	FIRM	11 - 30	SOFT	4 - 5
GRAVEL - FINE	3/4" - #4	COMPACT	31 - 50	MEDIUM	6 - 15
SAND - COARSE	#4 - #10	VERY COMPACT	50 +	STIFF	16 - 25
SAND - MEDIUM	#10 - #40			HARD	25 +
SAND - FINE	#40 - #200				
SILT/NONPLASTIC	< #200				
CLAY/PLASTIC	< #200				

SOIL STRUCTURE		RELATIVE PROPORTION OF SOIL TYPES	
STRUCTURE	DESCRIPTION	DESCRIPTION	% OF SAMPLE BY WEIGHT
LAYER	6" THICK OR GREATER	AND	35 - 50
SEAM	6" THICK OR LESS	SOME	20 - 35
PARTING	LESS THAN 1/4" THICK	LITTLE	10 - 20
VARVED	UNIFORM HORIZONTAL PARTINGS OR SEAMS	TRACE	LESS THAN 10

Note that the classification of soils or soil like materials is subject to the limitations imposed by the size of the sampler, the size of the sample and its degree of disturbance and moisture.

**DENTE ENGINEERING, P.C.****SUBSURFACE LOG B-1.1****PROJECT:** Algonquin Drive Bridge**DATE****START:** 10/06/09**FINISH:** 10/06/09**LOCATION:** Lake Placid, New York**METHODS:** 3 1/4" Hollow Stem Augers with**CLIENT:** Essex County DPW

ASTM D1586 Sampling Methods

**JOB NUMBER:** FDE-09-214**SURFACE ELEVATION:****DRILL TYPE:** CME 45C**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
5'							+/- 4" Asphalt, 3" Base, 2" Asphalt
	1	7	8				FILL: Dark Brown Fine to Coarse SAND,
				15	29	23	Some Gravel, Little Silt
	2	50/.3				50+	No Sample 2 Recovered
	3	2	2				Similar to Sample 1
				33	54	35	
10'	4	11	10				Similar, with Roots noted
				8	7	18	(MOIST, FIRM TO COMPACT)
	5	3	6				Gray SAND, Some Silt, Organic Odor (WET)
				9	21	15	Brown Fine to Coarse SAND and GRAVEL,
							trace silt
15'	6	18	30				Similar
				25	22	55	
20'	7	14	12				Grades Fine to Medium SAND, Some Gravel
				13	21	25	trace silt
25'	8	11	12				Grades Little to trace Gravel
				16	14	28	
							(WET, FIRM TO VERY COMPACT)

## SUBSURFACE LOG B-1.2

**PROJECT: Algonquin Drive Bridge**

DATE \_\_\_\_\_

**START: 10/06/09**

FINISH: 10/06/09

**LOCATION:** Lake Placid, New York

**METHODS:** 3 1/4" Hollow Stem Augers with

**CLIENT:** Essex County DPW

## ASTM D1586 Sampling Methods

**JOB NUMBER: FDE-09-214**

**SURFACE ELEVATION:**

**DRILL TYPE: CME 45C**

**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
	9	20	36				Brown Fine to Medium SAND, trace silt with Thin Seams Brown SILT and Fine SAND
				48	50/.4	84	
35'	10	8	28				Grades Fine SAND, Little to Some Silt
				42	48	70	
40'	11	31	42				Grades Brown Varved SILT, trace to Some Fine Sand
				50/.4		92+	
45'	12	16	38				Grades Fine to Medium SAND, trace silt
				50/.4		88+	
50'	13	50/.4				50+	<b>(WET, VERY COMPACT)</b> Grades Some Gravel in Sample 13 <hr/> Boring Ended at 50.4' with Spoon Refusal
55'							Groundwater in augers at 11.5' below grade at completion of drilling. Drilling mud was added to augers beginning at the 15' depth to control running sand.





## SUBSURFACE LOG B-2.2

DATE \_\_\_\_\_

START: 10/06/09

**FINISH: 10/06/09**

**METHODS:** 3 1/4" Hollow Stem Augers with

## ASTM D1586 Drilling Methods

**SURFACE ELEVATION:**

**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
	9	36	55				Grayish Brown Fine to Medium SAND, trace silt, trace gravel
				50/4		105+	
35'	10	27	34				Grades Alternating Seams Fine SAND, trace silt and SILT, Some Fine Sand
				41	48	75	
40'	11	11	16				Grades Brown SILT, Little to Some Fine Sand
				28	31	44	
45'	12	5	27				Grades Grayish Brown Fine to Medium SAND, trace silt with Thin Seams Fine SAND, Some Silt <b>(WET, COMPACT TO VERY COMPACT)</b>
				51	50/3	78	
50'	13	48	50/3			50+	Brown SILT and Fine SAND, Little Gravel Boring Ended at 50.8' with Spoon Refusal
55'							Groundwater in augers at 12.1' below grade at completion of drilling. Drilling mud was added to augers beginning at the 15' depth to control running sand.

**DENTE ENGINEERING, P.C.****SUBSURFACE LOG B-3.1****PROJECT:** Algonquin Drive Bridge**DATE****START:** 10/05/09**FINISH:** 10/05/09**LOCATION:** Lake Placid, New York**METHODS:** 3 1/4" Hollow Stem Augers with**CLIENT:** Essex County DPW

ASTM D1586 Sampling Methods

**JOB NUMBER:** FDE-09-214**SURFACE ELEVATION:****DRILL TYPE:** CME 45C**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
5'							+/- 2.5" Asphalt, 2.5" Base, 2" Asphalt
	1	3	3				FILL: Tan Fine SAND, Becomes Dark
				2	5	5	Brown Fine to Medium SAND, Some Gravel
	2	4	3				Little Silt, trace roots in Sample 2
				5	4	8	
	3	2	4				Similar
				3	3	7	
10'	4	4	3				Similar
				2	3	5	(MOIST, LOOSE)
							Becomes WET at ± 9'
	5	2	4				Grayish Brown Fine to Medium SAND,
				9	3	13	Some Gravel, trace silt
15'							
	6	4	10				Grades Little Gravel
				12	18	22	
20'							
	7	11	11				Grades Tan Fine SAND, Some Silt
				13	13	24	
25'							
	8	14	16				Similar
				13	12	29	
							(WET, FIRM)

## SUBSURFACE LOG B-3.2

**PROJECT:** Algonquin Drive Bridge

DATE \_\_\_\_\_

**START: 10/05/09**

**FINISH: 10/05/09**

**LOCATION:** Lake Placid, New York

**METHODS:** 3 1/4" Hollow Stem Augers with

**CLIENT:** Essex County DPW

## ASTM D1586 Sampling Methods

**JOB NUMBER: FDE-09-214**

**SURFACE ELEVATION:**

**DRILL TYPE: CME 45C**

**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
	9	10	9				Grayish Brown Fine SAND, Little Silt
				3	21	12	
35'	10	25	28				Grades Grayish Brown Fine to Coarse SAND, Little Gravel, trace silt with Seams Fine SAND, Little Silt
				21	26	49	
40'	11	10	16				Grades Grayish Brown Fine to Coarse SAND, Some Gravel, trace silt
				20	24	36	
45'	12	25	40				Grades Brown Fine to Medium SAND, trace silt  <b>(WET, FIRM TO VERY COMPACT)</b>
				50/.4		90+	
50'	13	45	50/.3			50+	Brown SILT and Fine SAND, Little Gravel  Boring Ended at 50.8' with Spoon Refusal
55'							Groundwater in augers at 11.2' below grade at completion of drilling. Drilling mud was added to augers beginning at the 15' depth to control running sand.



## SUBSURFACE LOG B-4.2

**PROJECT:** Algonquin Drive Bridge

DATE \_\_\_\_\_

START: 10/07/09

**FINISH: 10/07/09**

**LOCATION:** Lake Placid, New York

**METHODS:** 3 1/4" Hollow Stem Augers with

**CLIENT:** Essex County DPW

## ASTM D1586 Sampling Methods

**JOB NUMBER: FDE-09-214**

**SURFACE ELEVATION:**

**DRILL TYPE: CME 45C**

**CLASSIFICATION:** E. Gravelle, PE

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
	9	12	12				Tan Fine SAND, trace silt
				6	5	18	
35'	10	9	15				Grades Brown Fine to Coarse SAND, Some
				16	20	31	Gravel, trace silt
40'	11	16	35				Grades Grayish Brown Fine to Medium
				49	50/.4	84	SAND, trace silt with Thin Seams Fine
							SAND, Some Silt
45'	12	20	52				Similar
				50/.3		103+	
50'	13	26	37				Grades Brown Varved SILT with SAND
				50/.4		87+	Partings
							Boring Ended at 51.4' with Spoon Refusal
55'							Groundwater in augers at 11.4' below grade
							at completion of drilling. Drilling mud was
							added to augers beginning at the 15' depth
							to control running sand.

**GEOTECHNICAL REPORT FOR  
PROJECT B**

\*\*\*\*\*

**RIVER RD. (CR21) OVER ROARING BROOK  
BRIDGE REPLACEMENT**

**TOWN OF NORTH ELBA, NY**

**GEOTECHNICAL EVALUATION  
ROARING BROOK BRIDGE  
LAKE PLACID, NEW YORK**

**Dente File No. FDE-14-256**

**Prepared For:**

**ESSEX COUNTY DPW  
8053 Route 9  
Elizabethtown, NY 12932**



**Prepared By:**

**DENTE ENGINEERING, P.C.  
Watervliet, New York**

**February 17, 2015**



## INTERPRETATION OF SUBSURFACE LOGS

The Subsurface Logs present observations and the results of tests performed in the field by the Driller, Technicians, Geologists and Geotechnical Engineers as noted. Soil/Rock Classifications are made visually, unless otherwise noted, on a portion of the materials recovered through the sampling process and may not necessarily be representative of the materials between sampling intervals or locations.

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GRAVEL - FINE	3/4" - #4	COMPACT	31 - 50	MEDIUM	6 - 15
SAND - COARSE	#4 - #10	VERY COMPACT	50 +	STIFF	16 - 25
SAND - MEDIUM	#10 - #40			HARD	25 +
SAND - FINE	#40 - #200				
SILT/NONPLASTIC	< #200				
CLAY/PLASTIC	< #200				

SOIL STRUCTURE		RELATIVE PROPORTION OF SOIL TYPES	
STRUCTURE	DESCRIPTION	DESCRIPTION	% OF SAMPLE BY WEIGHT
LAYER	6" THICK OR GREATER	AND	35 - 50
SEAM	6" THICK OR LESS	SOME	20 - 35
PARTING	LESS THAN 1/4" THICK	LITTLE	10 - 20
VARVED	UNIFORM HORIZONTAL PARTINGS OR SEAMS	TRACE	LESS THAN 10

Note that the classification of soils or soil like materials is subject to the limitations imposed by the size of the sampler, the size of the sample and its degree of disturbance and moisture.

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VERY WEATHERED	DISINTEGRATED WITH NUMEROUS SOIL SEAM
WEATHERED	SLIGHT DISINTEGRATION, STAINING, NO SEAMS
SOUND	NO EVIDENCE OF ABOVE
MASSIVE	ROCK LAYER GREATER THAN 36" THICK
THICK BEDDED	ROCK LAYER 12" - 36"
BEDDED	ROCK LAYER 4" - 12"
THIN BEDDED	ROCK LAYER 1" - 4"
LAMINATED	ROCK LAYER LESS THAN 1"
FRACTURES	NATURAL BREAKS AT SOME ANGLE TO BEDS

Core sample recovery is expressed as percent recovered of total sampled. The ROCK QUALITY DESIGNATION (RQD) is the total length of core sample pieces exceeding 4" length divided by the total core sample length for N size cored.

## GENERAL

- Soil and Rock classifications are made visually on samples recovered. The presence of Gravel, Cobbles and Boulders will influence sample recovery classification density/consistency determination.
- Groundwater, if encountered, was measured and its depth recorded at the time and under the conditions as noted.
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## **APPENDICES**

APPENDIX A	USGS Topographic Map and Site Photographs
APPENDIX B	Subsurface Investigation Plan
APPENDIX C	Subsurface Logs and Key
APPENDIX D	Laboratory Test Results

**ALBANY AREA**

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Watervliet, NY 12189  
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**BUFFALO AREA**

PO Box 482  
Orchard Park, NY 14127  
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Fax 716-648-3521

## **GEOTECHNICAL EVALUATION ROARING BROOK BRIDGE LAKE PLACID, NEW YORK**

**Dente File No. FDE-14-256**

### **I. INTRODUCTION**

This report presents the results of our Geotechnical Evaluation completed for the bridge replacement project at the River Road crossing over Roaring Brook in Lake Placid, New York. The evaluation was conducted in general accord with our proposal dated November 20, 2014 which was approved by the Essex County Department of Public Works. In general, the evaluation included the following:

- Layout and completion of two test borings and three probes to auger refusal,
- Site reconnaissance by a Geotechnical Engineer,
- Laboratory testing to determine the gradation of representative soil samples,
- Evaluation of the data collected and the preparation of this report to assist in planning for the geotechnical related aspects of the project.

This report and the recommendations contained within it were developed for specific application to the site and construction planned, as we currently understand it. Corrections in our understanding, changes in the structure locations, grades, loads, etc. should be brought to our attention so that we may evaluate their effect, if any, upon the recommendations offered.

A sheet entitled *"Important Information about your Geotechnical Engineering Report"* prepared by the Association of Engineering Firms Practicing in the Geosciences is presented following the title page of this report. This sheet should never be separated from the report and it should be carefully reviewed as it sets the only context within which this report should be used.

It should be understood that this report was prepared, in part, on the basis of a limited number of test borings performed for the field exploration. The borings were advanced at discrete locations and the overburden soils sampled at specific depths. Conditions are only known at the locations and through the depths investigated. Conditions at other locations and depths may be different, and these differences may impact on the conclusions reached and the recommendations offered.

## **II. PROJECT AND SITE DESCRIPTION**

The bridge site is located at the River Road crossing over Roaring Brook in Lake Placid, New York as shown on the USGS topographic map presented in Appendix A. The map is provided to assist the reader in locating the site and reviewing the overall topography in the project area.

The replacement structure will be a precast 3-sided bridge supported on new cast in place concrete footings. The bridge will have a 28 foot clear travel way and 20 foot wide waterway opening. The existing and proposed road surface on the bridge is about 8 feet above the stream bed.

At the time of our investigation the area was covered with deep layers of snow as shown on the site photographs in Appendix A. Due to the presence of this snow cover it was not possible to visually observe the areas immediately surrounding the bridge for bedrock outcrops or other features which may impact upon planning for design and construction. It was possible to observe that the stream bed on the downstream side of the bridge consisted of sand, gravel, cobbles and boulders.

## **III. SITE INVESTIGATIONS**

The site's subsurface conditions were investigated through the completion of two test borings (B-1 and B-2) and three probes to auger refusal (B-2A, B-2B, and B-2C) at the approximate locations shown on the Subsurface Investigation Plan presented in Appendix B.

The borings were made using a standard rotary drill rig equipped with hollow stem augers. As the augers were advanced, the overburden soils were sampled and their relative density determined through the Standard Method for Penetration Test and Split-Barrel Sampling of Soils, ASTM D-1586. Due to the extreme cold temperatures at the time of the investigation it was not possible to core rock.

Representative portions of the soil samples recovered from the test borings were transported to our office for visual classification by a Geotechnician. Individual subsurface logs were prepared for the borings based on the visual classifications. The logs are provided in Appendix C along with a key to the terms used for their preparation.

The borings first penetrated through about 5 to 6 inches of asphaltic concrete followed by 4 inches of base course material. This pavement section was underlain by a sequence of sand and gravel which contained cobbles, possible boulders, and trace to little amounts of silt. Based on laboratory gradation testing, these soils are categorized under the Unified Soil Classification System groups GW-GM and GP-GM. Portions of the sand and gravel were likely placed as backfill for the existing structure. Based upon the standard penetration "N" values recorded as the sample spoon was driven, these soils were judged to be of an overall firm relative density. Higher densities and "N" values were noted, however, they were likely influenced by the presence of cobbles and boulders blocking penetration of the sample spoon.

The upper sequence of sand and gravel extend to a depth of about 12 to 15 feet in test boring B-1 and here was underlain by glacial till soils. The till was comprised of very compact fine sand with some silt and little coarse sand and gravel. Occasional cobbles were also noted in the till. Test boring B-1 was ended when sample spoon refusal was met in the till at a depth of 26.7 feet.

Test boring B-2 did not fully penetrate through the upper sequence of sand and gravel. Rather it met sample refusal in these materials at a depth of 10.0 feet. Three probes were then made at distances of about 5 feet, 10 feet and 14 feet northeast from the original test boring. These probes met auger refusal at depths of 10.3, 9.7, and 9.1 feet, respectively. The cause of the refusal could, if desired, be investigated through rotary coring when warmer temperatures prevail.

Based on the depth where the soils changed from “moist” to “wet”, it appears that groundwater was present about 7 to 9 feet below the road surface at the time of investigation. It should be assumed that the groundwater depths will vary seasonally and generally mirror the water levels in Roaring Brook.

#### **IV. CONCLUSIONS AND RECOMMENDATIONS**

##### **A. GENERAL**

Overburden soils were found extending at least 26.7 feet below grade in test boring B-1 behind the southwest abutment. The depths of overburden could not be confirmed behind the northeast abutment where borings and probes met refusal at depths of about 10 feet. Due to the extreme cold temperatures at the time of our investigation it was not possible to core rock. Consideration should be given to advancing a supplemental boring behind the northeast abutment when weather allows to confirm whether refusal was caused by boulders or bedrock and incorporate these findings into planning for construction.

If scour protection can be provided consideration may be given to supporting the structure on spread foundations without piles as currently planned. It appears that the southwest abutment foundation bearing materials will consist either of sand and gravel or sandy glacial till with cobbles and boulders. The northeast abutment foundations may bear on similar materials, although as discussed above, there is a potential that bedrock or large boulders may be present at or above the plan bearing elevation. A contingency to address these unknowns should be included in planning for the culvert construction and/or the recommended supplemental rock coring performed to minimize the unknowns when feasible.

The following report sections provide recommendations to assist in planning for design and construction of foundations and culvert walls. We should review final plans and specifications prior to their release for bidding to confirm that our recommendations were properly interpreted and applied and to allow us to refine our recommendations if necessary based on the final design.

## **B. SEISMIC DESIGN**

Based on the available subsurface information Site Class D, Dense Soil profile, should be assumed for seismic design purposes in accord with the AASHTO Guide Specifications for Seismic Bridge Design.

## **C. EARTHWORK**

The sides of temporary excavations in the embankment fills and native soils should be sloped no steeper than one vertical on 1.5 horizontal (1V:1.5H) as required by OSHA for a Type C soil.

All excavations should be completed so as not to undermine roads, utilities, and/or foundations of adjacent structures. In general, excavations should not encroach within a zone of influence defined by a line extending out and down from the existing structures at an inclination of one vertical on 1.5 horizontal. Excavations that encroach within this zone should be sheeted, shored and braced to support the soil and adjacent structure loads, or the structure should be underpinned to establish bearing at a deeper level.

Backfill materials and placement methods for the bridge structure should conform to the requirements, if any, specified by the precast concrete manufacturer. The following fill and backfill recommendations should be adjusted, if required, based on the manufacturer's specifications.

The on-site soils in the upper 10 to 12 feet should generally consist of sand or sand and gravel which typically can be reused at least for portions of the backfill work provided that cobbles and boulders greater than about four inches in size are removed. If imported fills are required, they should consist of processed sand and gravel which meets the requirements for Type 4 material as detailed in Section 304 of the NYSDOT Standard Specifications for Construction and Materials.

The fill should be placed in loose layers no more than eight inches thick in the zone extending at least four feet from the bridge structure. Outside this zone the lift thickness may be increased to twelve inches if heavy compaction equipment is employed. Each lift of backfill should be compacted to not less than 95 percent of the maximum dry density for the material determined through the procedures of ASTM D-1557, the Modified Proctor Compaction test.

## **D. FOUNDATIONS**

As previously discussed, conventional spread foundations may be used if adequate scour protection is provided. The foundations should be seated at least five feet below final adjoining grades for frost protection and at least two feet below expected scour lines, whichever is deeper. Foundations may be seated on sound bedrock, if present, above these minimum depths if the structure can tolerate differential movement between the rock and soil bearing foundations. If boulders are found protruding above the plan bearing elevation they should be removed in their entirety or reduced in size to at least 12 inches below the bearing elevation.

To establish a more stable base for construction and assist in dewatering, a minimum 12 inch thick base of clean crushed stone should be planned beneath the spread foundations. The stone should be an equal blend of No. 1 and No. 2 size aggregate and it should be wrapped in a filter fabric (Mirafi 180N or eq.). Prior to excavating for foundations the stream should be diverted and dewatering conducted as required to lower the water level at least one foot below the subgrade elevation. Dewatering should be performed on a continuous basis until the foundations are constructed and adequate load is applied to resist hydrostatic uplift.

Using the LRFD design procedures, the foundations may be proportioned for a factored bearing resistance equal to 4.0 kips per square foot (ksf) and nominal (ultimate) bearing resistance equal to 12.0 ksf.

Assuming that standard care is employed in preparing the bearing grades for construction, settlement of the soil bearing foundations should be less than one inch. The settlements should occur quickly as the bridge is constructed and backfilled. Foundations seated on bedrock, if present, should experience negligible settlement.

### **E. ABUTMENT WALLS**

The design of abutment walls may proceed using the following parameters. The design parameters assume backfill consists of on-site sand and gravel or imported Structural Fill (NYSDOT Section 304, Type 4 material).

•	Soils Angle of Internal Friction ( $\phi_f$ )	30 degrees
•	Coefficient of At-Rest Earth Pressure	0.50
•	Coefficient of Active Earth Pressure	0.33
•	Coefficient of Passive Earth Pressure	3.00
•	Total Unit Weight of Compacted Soil	120 pcf
•	Coefficient of Sliding Friction Soil ( $\tan\phi_f$ )	0.58
•	Resistance Factor for Passive Resistance ( $\phi_{ep}$ )	0.50
•	Resistance Factor for Shear Resistance ( $\phi_r$ )	0.80

Foundation drains and/or weep holes should be installed as specified by the precast arch manufacturer to prevent groundwater from becoming trapped in the backfill soils.

### **F. SUPPLEMENTAL INVESTIGATION**

Consideration should be given to the completion of supplemental borings and rock coring behind the northeast abutment when weather conditions allow. The purpose is to confirm whether boulders or bedrock was the source of auger refusal in this location and incorporate these findings as appropriate into planning for design and construction.

### **G. CONSTRUCTION MONITORING**

It should be understood that the actual subsurface conditions that exist across this site will only be known when the site is excavated. The presence of the Geotechnical Engineer during the earthwork and foundation construction phases will allow validation



of the subsurface conditions assumed to exist for this study and the design recommended in this report.

We believe this construction sequence observation and testing should be provided by the Geotechnical Engineer of record as a consultant to the Owner, Architect or Construction Manager. We do not believe these services should be provided through the general or earthwork contractor.

## **V. CLOSURE**

This report was prepared for specific application to the project site and the construction planned using methods and practices common to Geotechnical Engineering in the area at the time, no other warranties expressed or implied are made.

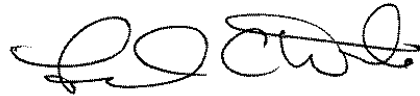
Dente Engineering should be retained to review plans and specifications prior to their release for bidding to confirm that the recommendations contained herein were properly understood and applied. Dente Engineering should also be retained during construction to validate that the actual site conditions are similar to those assumed for development of the recommendations contained in this report.

We appreciate the opportunity to be of service. Should questions arise or if we may be of any other service, please contact us at your convenience.

Prepared By:  
Dente Engineering, P.C.



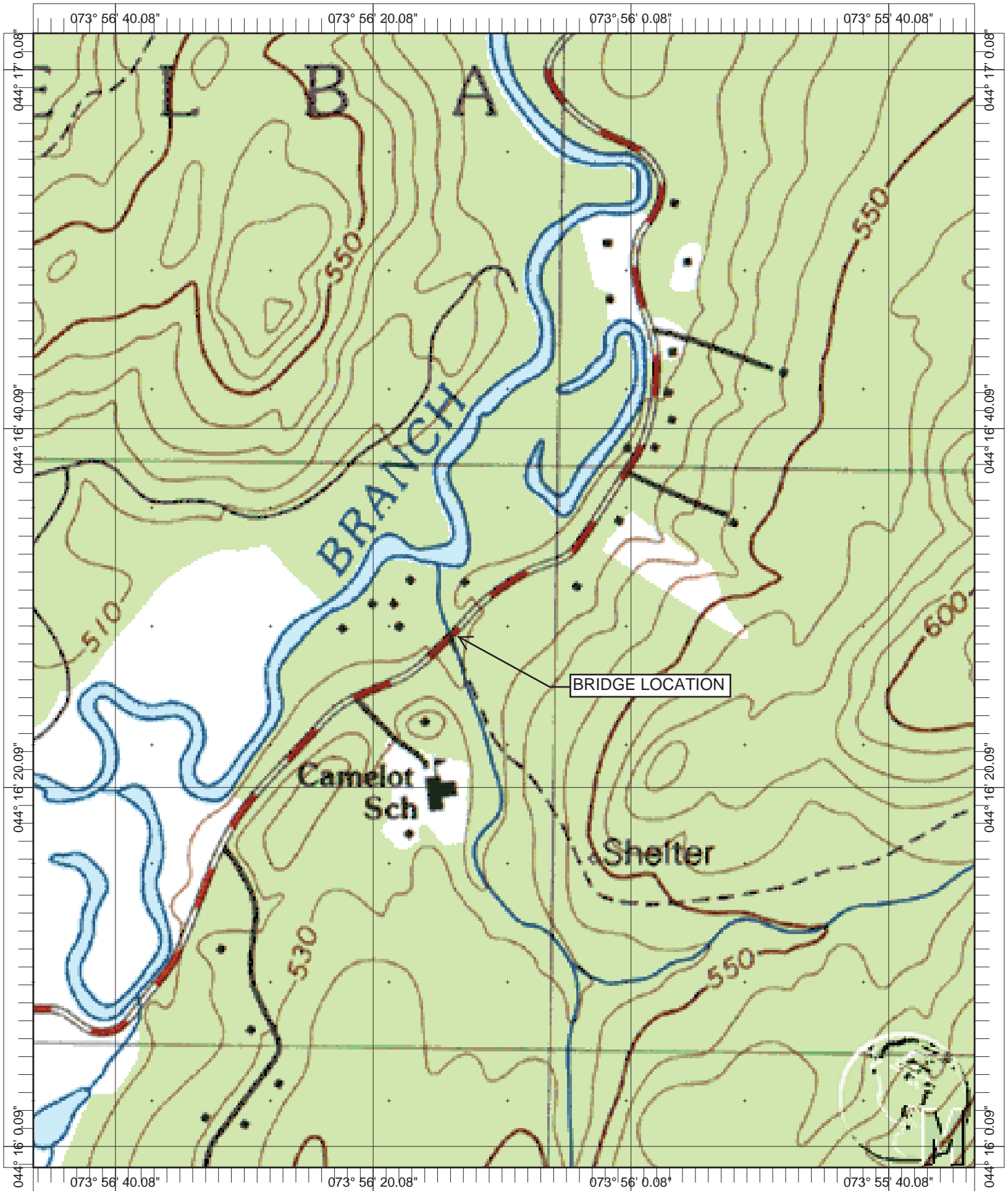
Edward C. Gravelle, P.E.  
Vice President



Fred A. Dente, P.E.  
President

**APPENDIX A**  
**USGS TOPOGRAPHIC MAP**  
**AND SITE PHOTOGRAPHS**

*Roaring Brook Bridge*  
*Lake Placid, New York*



Name: LAKE PLACID  
Date: 2/11/115  
Scale: 1 inch equals 666 feet

Location: 044° 16' 30.5" N 073° 56' 10.0" W  
Caption: ROARING BROOK CULVERT  
LAKE PLACID, NEW YORK  
FDE-14-256

View northeast toward B-2 locations



View southwest toward area of B-1





View of upstream bridge elevation



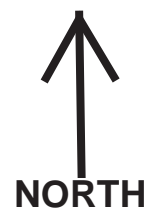
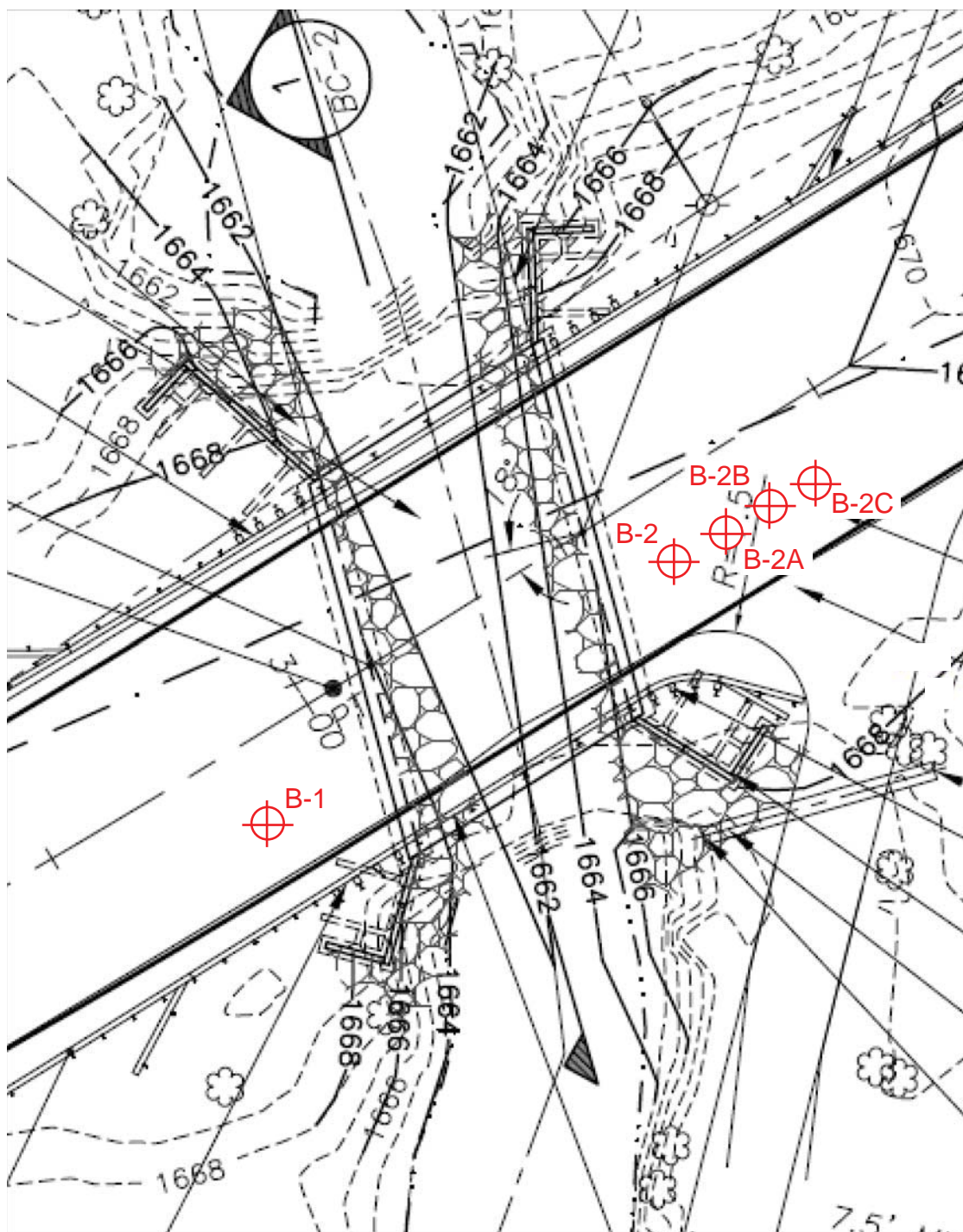
View of downstream bridge elevation



**APPENDIX B**  
**SUBSURFACE INVESTIGATION PLAN**

*Roaring Brook Bridge*  
*Lake Placid, New York*





### LEGEND

⊕ B- Approximate Test Boring Location

**DENTE ENGINEERING, P.C.**  
594 Broadway - Watervliet, New York 12189  
Voice 518-266-0310 Fax 518-266-9238

Scale: N.T.S.

**SUBSURFACE INVESTIGATION PLAN**  
*Roaring Brook Bridge Replacement*  
*Lake Placid, New York*

Drawn By: NA

Date: 2/04/2015

Drawing No. 1

**APPENDIX C**  
**SUBSURFACE LOGS AND KEY**

*Roaring Brook Bridge*  
*Lake Placid, New York*



## INTERPRETATION OF SUBSURFACE LOGS

The Subsurface Logs present observations and the results of tests performed in the field by the Driller, Technicians, Geologists and Geotechnical Engineers as noted. Soil/Rock Classifications are made visually, unless otherwise noted, on a portion of the materials recovered through the sampling process and may not necessarily be representative of the materials between sampling intervals or locations.

The following defines some of the terms utilized in the preparation of the Subsurface Logs.

### SOIL CLASSIFICATIONS

Soil Classifications are visual descriptions on the basis of the Unified Soil Classification ASTM D-2487 and USBR, 1973 with additional comments by weight of constituents by BUHRMASTER. The soil density or consistency is based on the penetration resistance determined by ASTM METHOD D1586. Soil Moisture of the recovered materials is described as DRY, MOIST, WET or SATURATED.

SIZE DESCRIPTION		RELATIVE DENSITY/CONSISTENCY (basis ASTM D1586)			
SOIL TYPE	PARTICLE SIZE	GRANULAR SOIL		COHESIVE SOIL	
BOULDER	> 12	DENSITY	BLOWS/FT.	CONSISTENCY	BLOWS/FT.
COBBLE	3" - 12"	LOOSE	< 10	VERY SOFT	< 3
GRAVEL-COARSE	3" - 3/4"	FIRM	11 - 30	SOFT	4 - 5
GRAVEL - FINE	3/4" - #4	COMPACT	31 - 50	MEDIUM	6 - 15
SAND - COARSE	#4 - #10	VERY COMPACT	50 +	STIFF	16 - 25
SAND - MEDIUM	#10 - #40			HARD	25 +
SAND - FINE	#40 - #200				
SILT/NONPLASTIC	< #200				
CLAY/PLASTIC	< #200				

SOIL STRUCTURE		RELATIVE PROPORTION OF SOIL TYPES	
STRUCTURE	DESCRIPTION	DESCRIPTION	% OF SAMPLE BY WEIGHT
LAYER	6" THICK OR GREATER	AND	35 - 50
SEAM	6" THICK OR LESS	SOME	20 - 35
PARTING	LESS THAN 1/4" THICK	LITTLE	10 - 20
VARVED	UNIFORM HORIZONTAL PARTINGS OR SEAMS	TRACE	LESS THAN 10

Note that the classification of soils or soil like materials is subject to the limitations imposed by the size of the sampler, the size of the sample and its degree of disturbance and moisture.

## ROCK CLASSIFICATIONS

Rock Classifications are visual descriptions on the basis of the Driller's, Technician's, Geologist's or Geotechnical Engineer's observations of the coring activity and the recovered samples applying the following classifications.

CLASSIFICATION TERM	DESCRIPTION
VERY HARD	NOT SCRATCHED BY KNIFE
HARD	SCRATCHED WITH DIFFICULTY
MEDIUM HARD	SCRATCHED EASILY
SOFT	SCRATCHED WITH FINGERNAIL
VERY WEATHERED	DISINTEGRATED WITH NUMEROUS SOIL SEAM
WEATHERED	SLIGHT DISINTEGRATION, STAINING, NO SEAMS
SOUND	NO EVIDENCE OF ABOVE
MASSIVE	ROCK LAYER GREATER THAN 36" THICK
THICK BEDDED	ROCK LAYER 12" - 36"
BEDDED	ROCK LAYER 4" - 12"
THIN BEDDED	ROCK LAYER 1" - 4"
LAMINATED	ROCK LAYER LESS THAN 1"
FRACTURES	NATURAL BREAKS AT SOME ANGLE TO BEDS

Core sample recovery is expressed as percent recovered of total sampled. The ROCK QUALITY DESIGNATION (RQD) is the total length of core sample pieces exceeding 4" length divided by the total core sample length for N size cored.

## GENERAL

- Soil and Rock classifications are made visually on samples recovered. The presence of Gravel, Cobbles and Boulders will influence sample recovery classification density/consistency determination.
- Groundwater, if encountered, was measured and its depth recorded at the time and under the conditions as noted.
- Topsoil or pavements, if present, were measured and recorded at the time and under the conditions as noted.
- Stratification Lines are approximate boundaries between soil types. These transitions may be gradual or distinct and are approximated.

DENTE ENGINEERING, P.C.						SUBSURFACE LOG B-1	
PROJECT: Roaring Brook Bridge						DATE	START: 2/4/15
FINISH: 2/4/15							
LOCATION: Lake Placid, New York						METHODS: 3-1/4" Hollow Stem Augers	
CLIENT: Essex County DPW						with ASTM D1586 Drilling Methods	
JOB NUMBER: FDE-14-256						SURFACE ELEVATION:	
DRILL TYPE: CME 45C						CLASSIFICATION: O. Burns	
SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
5'	1	50/.1'				REF	± 6" Asphalt, ± 4" Base Material
							Brown F-C SAND and GRAVEL, trace silt, cobbles noted, Moist
	2	38	50/.4'			50+	Similar
	3	48	12				Similar
	4	12	38		12	7	24
10'				29	27	67	
	5	7	12				Grades Little Silt
				12	19	24	
							(MOIST TO WET, V. COMPACT TO FIRM)
15'	6	27	50/.4'			50+	GLACIAL TILL: Brown Fine SAND and SILT, Little M-C Sand and Gravel
20'	7	50/.4'				REF	Similar with cobbles noted
25'	8	45	40				Similar
				48	50/.2'	88	(WET, VERY COMPACT)
							Boring Ended at 26.7' with Spoon Refusal
							Groundwater in augers at 8.9' depth below grade after sample #5 was obtained.

DENTE ENGINEERING, P.C.						SUBSURFACE LOG B-2	
PROJECT: Roaring Brook Bridge						DATE	START: 2/4/15
FINISH: 2/4/15							
LOCATION: Lake Placid, New York						METHODS: 3-1/4" Hollow Stem Augers	
CLIENT: Essex County DPW						with ASTM D1586 Drilling Methods	
JOB NUMBER: FDE-14-256						SURFACE ELEVATION:	
DRILL TYPE: CME 45C						CLASSIFICATION: O. Burns	

SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
5'							± 5" Asphalt, ± 4" Base Material
	1	50/.1'				REF	Cobble blocking sample spoon
	2	50	38				Brown F-C SAND and GRAVEL, trace silt, Cobbles notes, Moist Similar
	3	13	9				
				5	4	14	
	4	3	4				
10'				18	24	22	(MOIST TO WET, VERY COMPACT TO FIRM)
	5	50/.0'				REF	
15'							Boring Ended at 10.0' with Spoon Refusal
20'							Driller moved boring location northeast from original location 5' and met auger refusal in boring B-2A at 10.3' depth; moved another 5' northeast and met refusal in boring B-2B at 9.7' depth; moved another 4' northeast and met refusal in B-2C at 9.1' depth.
25'							Groundwater first encountered about 8' below grade based on recovery of wet soils.

**APPENDIX D**  
**LABORATORY TEST RESULTS**

*Roaring Brook Bridge*  
*Lake Placid, New York*

Roaring Brook Culvert
Lake Placid, NY
Moisture Content Results - ASTM D2216

Boring No.	B-1	B-1				
Sample No.	865/S3	866/S5				
Sample Depth	5'-7'	10'-12'				
Tare Weight	404.60	403.10				
W <sub>S</sub> + Tare	653.60	755.00				
W <sub>D</sub> + Tare	648.40	727.20				
W <sub>WATER</sub>	5.20	27.80				
W <sub>DRY SOIL</sub>	243.80	324.10				
% Moisture (W <sub>w</sub> / W <sub>D</sub> )	2.1	8.6				

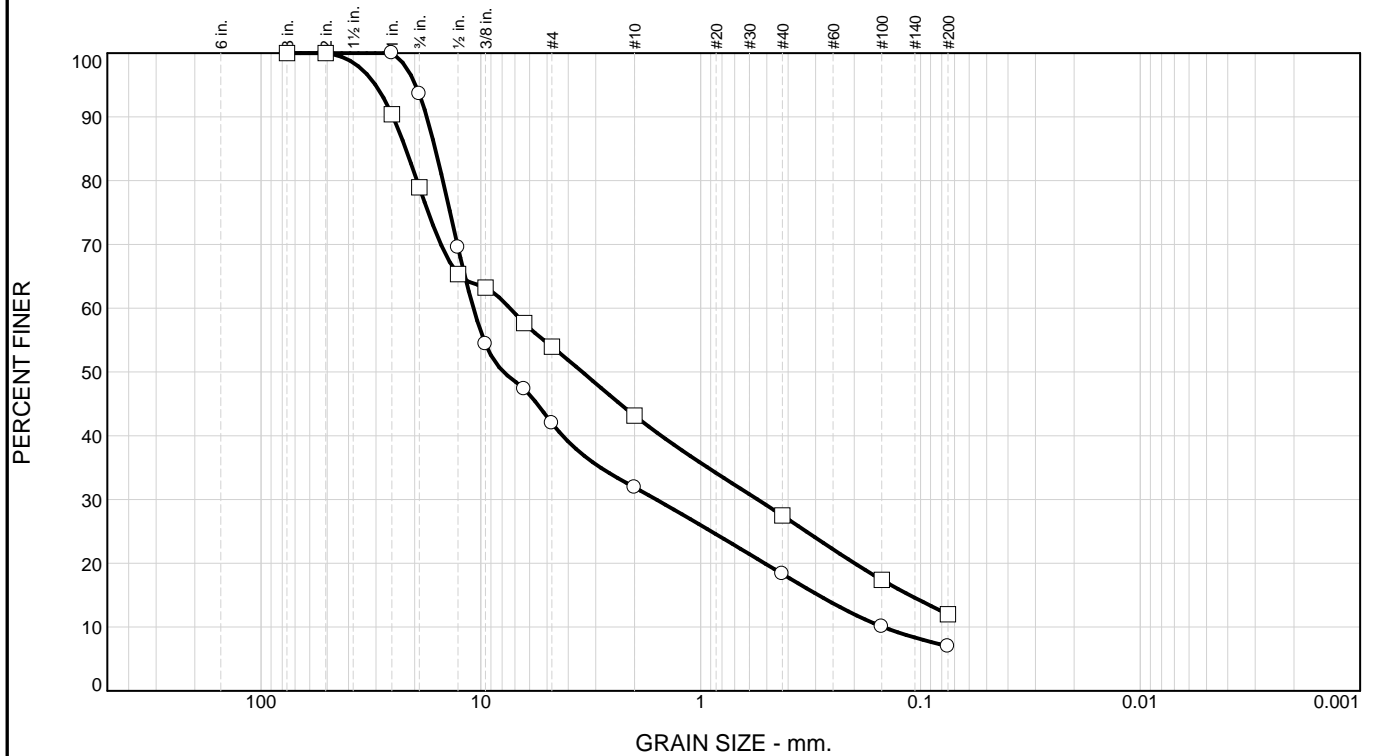
Boring No.						
Sample No.						
Sample Depth						
Tare Weight						
W <sub>S</sub> + Tare						
W <sub>D</sub> + Tare						
W <sub>WATER</sub>						
W <sub>DRY SOIL</sub>						
% Moisture (W <sub>w</sub> / W <sub>D</sub> )						

Boring No.						
Sample No.						
Sample Depth						
Tare Weight						
W <sub>S</sub> + Tare						
W <sub>D</sub> + Tare						
W <sub>WATER</sub>						
W <sub>DRY SOIL</sub>						
% Moisture (W <sub>w</sub> / W <sub>D</sub> )						

DENTE ENGINEERING
594 Broadway
Watervliet, NY 12189
Ph. 518-266-0310
Fax 518-266-9238

Client: Essex Co DPW
File No. FDE-14-256
Date: February 11, 2015

# Particle Size Distribution Report



	+3"	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
○	0.0	58.0	35.0	7.0		GW-GM	A-1-a	NP	NP
□	0.0	46.0	42.0	12.0		GP-GM	A-1-a	NP	NP

SIEVE inches size	PERCENT FINER		
	○	□	
3	100.0	100.0	
2	100.0	100.0	
1	100.0	90.4	
.75	93.6	79.0	
.5	69.5	65.4	
.375	54.4	63.2	
.25	47.3	57.7	
GRAIN SIZE			
D <sub>60</sub>	10.8132	7.3724	
D <sub>30</sub>	1.5916	0.5507	
D <sub>10</sub>	0.1477		
COEFFICIENTS			
C <sub>c</sub>	1.59		
C <sub>u</sub>	73.22		

SIEVE number size	PERCENT FINER		
	○	□	
#4	42.0	54.0	
#10	31.9	43.2	
#40	18.3	27.5	
#100	10.1	17.4	
#200	7.0	12.0	

<b>Material Description</b>
○ GRAVEL and M-F-C SAND, trace Silt
□ GRAVEL and M-F-C SAND, little Silt

<b>REMARKS:</b>
○ Per ASTM D422 Washed
□ Per ASTM D422 Washed

○ Source of Sample: Borings      Depth: 5'-7'      Sample Number: 865: B-1/S3  
 □ Source of Sample: Borings      Depth: 10'-12'      Sample Number: 866: B-1/S5

**EVERGREEN  
TESTING, INC.  
Watervliet, NY**

Client: Essex Co DPW  
 Project: Roaring Brook Culvert  
 Lake Placid, NY  
 Project No.: FDE-14-256

Figure 865-866

Tested By: EM      Checked By: EG

**GEOTECHNICAL REPORT FOR  
PROJECT C**

\*\*\*\*\*

**RIVER RD. (CR21) OVER HOLCOMB POND  
OUTLET BROOK BRIDGE REPLACEMENT  
TOWN OF NORTH ELBA, NY**



**GEOTECHNICAL EVALUATION  
HOLCOMB POND BROOK BRIDGE  
LAKE PLACID, NEW YORK**

**Dente File No. FDE-15-007**

**Prepared For:**

**ESSEX COUNTY DPW  
8053 Route 9  
Elizabethtown, NY 12932**



**Prepared By:**

**DENTE ENGINEERING, P.C.  
Watervliet, New York**

**February 23, 2015**

# Important Information About Your Geotechnical Engineering Report

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes*

*The following information is provided to help you manage your risks.*

## **Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects**

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one - not even you - should apply the report for any purpose or project except the one originally contemplated.*

## **Read the Full Report**

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

## **A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors**

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes - even minor ones - and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

## **Subsurface Conditions Can Change**

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

## **Most Geotechnical Findings Are Professional Opinions**

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ-sometimes significantly from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

## **A Report's Recommendations Are *Not* Final**

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.

### **A Geotechnical Engineering Report Is Subject to Misinterpretation**

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

### **Do Not Redraw the Engineer's Logs**

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

### **Give Contractors a Complete Report and Guidance**

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time to perform additional study.* Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

### **Read Responsibility Provisions Closely**

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led

to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Geoenvironmental Concerns Are Not Covered**

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

### **Rely on Your ASFE-Member Geotechnical Engineer For Additional Assistance**

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.



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e-mail: [info@asfe.org](mailto:info@asfe.org) [www.asfe.org](http://www.asfe.org)

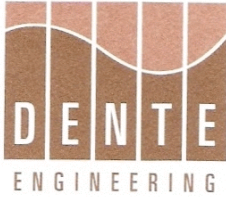
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APPENDIX A	USGS Topographic Map and Site Photographs
APPENDIX B	Subsurface Investigation Plan
APPENDIX C	Subsurface Logs and Key
APPENDIX D	Laboratory Test Results

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**GEOTECHNICAL EVALUATION  
HOLCOMB POND BROOK BRIDGE  
LAKE PLACID, NEW YORK**

**Dente File No. FDE-15-007**

**I. INTRODUCTION**

This report presents the results of our Geotechnical Evaluation completed for the bridge replacement project at the River Road crossing over Holcomb Pond Brook in Lake Placid, New York. The evaluation was conducted in general accord with our proposal dated November 20, 2014 which was approved by the Essex County Department of Public Works. In general, the evaluation included the following:

- Layout and completion of two test borings and four probes to auger refusal,
- Site reconnaissance by a Geotechnical Engineer,
- Laboratory testing to determine the soil's moisture and organic contents,
- Evaluation of the data collected and the preparation of this report to assist in planning for the geotechnical related aspects of the project.

This report and the recommendations contained within it were developed for specific application to the site and construction planned, as we currently understand it. Corrections in our understanding, changes in the structure locations, grades, loads, etc. should be brought to our attention so that we may evaluate their effect, if any, upon the recommendations offered.

A sheet entitled "*Important Information about your Geotechnical Engineering Report*" prepared by the Association of Engineering Firms Practicing in the Geosciences is presented following the title page of this report. This sheet should never be separated from the report and it should be carefully reviewed as it sets the only context within which this report should be used.

It should be understood that this report was prepared, in part, on the basis of a limited number of test borings performed for the field exploration. The borings were advanced at discrete locations and the overburden soils sampled at specific depths. Conditions are only known at the locations and through the depths investigated. Conditions at other locations and depths may be different, and these differences may impact on the conclusions reached and the recommendations offered.

## **II. PROJECT AND SITE DESCRIPTION**

The bridge site is located at the River Road crossing over Holcomb Pond Brook in Lake Placid, New York as shown on the USGS topographic map presented in Appendix A. The map is provided to assist the reader in locating the site and reviewing the overall topography in the project area.

The replacement structure will be a precast 3-sided bridge supported on new cast in place concrete footings. The bridge will have an approximate 27.3 foot clear travel way and 16 foot wide waterway opening. The existing and proposed road surface on the bridge is about 8 feet above the stream bed.

The existing bridge is a jack arch culvert on concrete footings on the east side of the road and with a CMP culvert extending from the jack arch beneath the road as shown on the site photographs in Appendix A. At the time of our investigation the area was covered with deep layers of snow. Due to the presence of this snow cover it was not possible to visually observe the areas immediately surrounding the bridge for bedrock outcrops or other features which may impact upon planning for design and construction. However, it did appear that the stream bed was bedrock beneath the jack arch culvert portion of the existing bridge.

## **III. SITE INVESTIGATIONS**

The site's subsurface conditions were investigated through the completion of two test borings (B-1 and B-2) and four probes to auger refusal (B-1A, B-1B, B-2A, and B-2B) at the approximate locations shown on the Subsurface Investigation Plan presented in Appendix B.

The borings were made using a standard rotary drill rig equipped with hollow stem augers. As the augers were advanced, the overburden soils were sampled and their relative density determined through the Standard Method for Penetration Test and Split-Barrel Sampling of Soils, ASTM D-1586. Due to the extreme cold temperatures at the time of the investigation it was not possible to core rock.

Representative portions of the soil samples recovered from the test borings were transported to our office for visual classification by a Geotechnician. Individual subsurface logs were prepared for the borings based on the visual classifications. The logs are provided in Appendix C along with a key to the terms used for their preparation.

The borings first penetrated through about four feet of sand and gravel fill material which contained cobbles, possible boulders, and trace amounts of silt. The native soils beneath the fills consisted of sand or sand and gravel with little to some silt and trace amounts of organic matter. Based upon the standard penetration "N" values recorded as the sample spoon was driven, the fill and native soils were judged to be of an overall loose to firm relative density.

Near the northeast corner of the bridge auger refusal was met in three closely spaced borings/probes at depths ranging between 7.4 and 8.0 feet below grade. Near the southeast corner the refusal depths were between 6.0 and 6.5 feet. A few granite rock fragments were recovered at the refusal depth in one of the test borings. The refusal depths roughly correspond with the streambed elevation on the east side of the bridge where it appeared that bedrock was present.

No groundwater was encountered within the maximum 8 foot depth explored in test boring B-1. In boring B-2 a layer of trapped groundwater appeared to be present between depths of about 2 and 4 feet below grade based on the recovery of "wet" soil samples. It should be assumed that the groundwater depths will vary seasonally and generally mirror the water levels in Holcomb Pond Brook.

#### **IV. CONCLUSIONS AND RECOMMENDATIONS**

##### **A. GENERAL**

On the east side of the bridge it appears that bedrock may be present at or near the streambed elevation based on the refusal depths met in the borings and observations made in the streambed beneath the jack arch portion of the bridge. However, due to the extreme cold temperatures at the time of our investigation it was not possible to core rock and/or confirm its presence. Thus, for preliminary design purposes we recommend that the new bridge foundations be conservatively designed for bearing on soil. When weather conditions allow, supplemental borings should be made to confirm whether refusal was caused by boulders or bedrock along with visual observations for the presence of rock outcrops. The findings of the supplemental borings and observations can then be incorporated into final planning for design and construction.

The following report sections provide recommendations to assist in planning for design and construction of foundations and culvert walls. We should review final plans and specifications prior to their release for bidding to confirm that our recommendations were properly interpreted and applied and to allow us to refine our recommendations if necessary based on the final design.

##### **B. SEISMIC DESIGN**

Based on the available subsurface information Site Class B should be assumed for seismic design purposes in accord with the AASHTO Guide Specifications for Seismic Bridge Design.

##### **C. EARTHWORK**

The sides of temporary excavations in the embankment fills and native soils should be sloped no steeper than one vertical on 1.5 horizontal (1V:1.5H) as required by OSHA for a Type C soil.

All excavations should be completed so as not to undermine roads, utilities, and/or foundations of adjacent structures. In general, excavations should not encroach within

a zone of influence defined by a line extending out and down from the existing structures at an inclination of one vertical on 1.5 horizontal. Excavations that encroach within this zone should be sheeted, shored and braced to support the soil and adjacent structure loads, or the structure should be underpinned to establish bearing at a deeper level.

Backfill materials and placement methods for the bridge structure should conform to the requirements, if any, specified by the precast concrete manufacturer. The following fill and backfill recommendations should be adjusted, if required, based on the manufacturer's specifications.

The existing on-site fill soils should generally consist of sand or sand and gravel which typically can be reused at least for portions of the backfill work provided that cobbles and boulders greater than about four inches in size are removed. The native soils underlying the fills may contain organic matter, and for planning purposes it should be assumed that they cannot be reused. If imported fills are required, they should consist of processed sand and gravel meeting the requirements for Type 4 material as detailed in Section 304 of the NYSDOT Standard Specifications for Construction and Materials.

The fill should be placed in loose layers no more than eight inches thick in the zone extending at least four feet from the bridge structure. Outside this zone the lift thickness may be increased to twelve inches if heavy compaction equipment is employed. Each lift of backfill should be compacted to not less than 95 percent of the maximum dry density for the material determined through the procedures of ASTM D-1557, the Modified Proctor Compaction test.

#### **D. FOUNDATIONS**

For preliminary planning purposes it should be assumed that the new bridge foundations will bear on soil. This recommendation can be changed if supplemental borings and/or site observations confirm the presence of bedrock at or above the plan bearing elevation. The soil bearing foundations should be seated at least five feet below final adjoining grades for frost protection and at least two feet below expected scour lines, whichever is deeper. If boulders are found protruding above the plan bearing elevation they should be removed in their entirety or reduced in size to at least 12 inches below the bearing elevation. If bedrock is encountered the foundation can be seated on sound rock above the standard frost depth provided that any fractures in the rock are cleaned out to the five foot depth and grouted full.

To establish a more stable base for construction of soil bearing foundations and assist in dewatering, a minimum 12 inch thick base of clean crushed stone should be planned beneath the spread foundations. The stone should be an equal blend of No. 1 and No. 2 size aggregate and it should be wrapped in a filter fabric (Mirafi 180N or eq.). Prior to excavating for foundations the stream should be diverted and dewatering conducted as required to lower the water level at least one foot below the subgrade elevation. Dewatering should be performed on a continuous basis until the foundations are constructed and adequate load is applied to resist hydrostatic uplift.



Using the LRFD design procedures, the foundations may be proportioned for a factored soil bearing resistance equal to 4.0 kips per square foot (ksf) and nominal (ultimate) bearing resistance equal to 12.0 ksf.

Assuming that standard care is employed in preparing the bearing grades for construction, settlement of the soil bearing foundations should be less than one inch. The settlements should occur quickly as the bridge is constructed and backfilled.

**E. ABUTMENT WALLS**

The design of abutment walls may proceed using the following parameters. The design parameters assume backfill consists of on-site sand and gravel or imported Structural Fill (NYSDOT Section 304, Type 4 material).

- Soils Angle of Internal Friction ( $\phi_f$ ) . . . . . 30 degrees
- Coefficient of At-Rest Earth Pressure . . . . . 0.50
- Coefficient of Active Earth Pressure . . . . . 0.33
- Coefficient of Passive Earth Pressure . . . . . 3.00
- Total Unit Weight of Compacted Soil . . . . . 120 pcf
- Coefficient of Sliding Friction Soil ( $\tan\phi_f$ ) . . . . . 0.58
- Resistance Factor for Passive Resistance ( $\phi_{ep}$ ) . . . . . 0.50
- Resistance Factor for Shear Resistance ( $\phi_r$ ) . . . . . 0.80

Foundation drains and/or weep holes should be installed as specified by the precast arch manufacturer to prevent groundwater from becoming trapped in the backfill soils.

**F. SUPPLEMENTAL INVESTIGATION**

Supplemental borings and rock coring should be made when weather conditions allow to confirm the presence of bedrock. The site can also be observed for rock outcrops after the snow and ice melts. The purpose of the borings and observations is to confirm whether boulders or bedrock were the source of auger refusal and incorporate these findings as appropriate into final planning for design and construction.

**G. CONSTRUCTION MONITORING**

It should be understood that the actual subsurface conditions that exist across this site will only be known when the site is excavated. The presence of the Geotechnical Engineer during the earthwork and foundation construction phases will allow validation of the subsurface conditions assumed to exist for this study and the design recommended in this report.

We believe this construction sequence observation and testing should be provided by the Geotechnical Engineer of record as a consultant to the Owner, Architect or Construction Manager. We do not believe these services should be provided through the general or earthwork contractor.

## V. CLOSURE

This report was prepared for specific application to the project site and the construction planned using methods and practices common to Geotechnical Engineering in the area at the time, no other warranties expressed or implied are made.

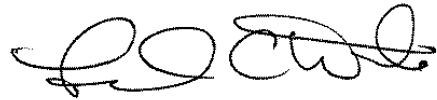
Dente Engineering should be retained to review plans and specifications prior to their release for bidding to confirm that the recommendations contained herein were properly understood and applied. Dente Engineering should also be retained during construction to validate that the actual site conditions are similar to those assumed for development of the recommendations contained in this report.

We appreciate the opportunity to be of service. Should questions arise or if we may be of any other service, please contact us at your convenience.

Prepared By:  
Dente Engineering, P.C.



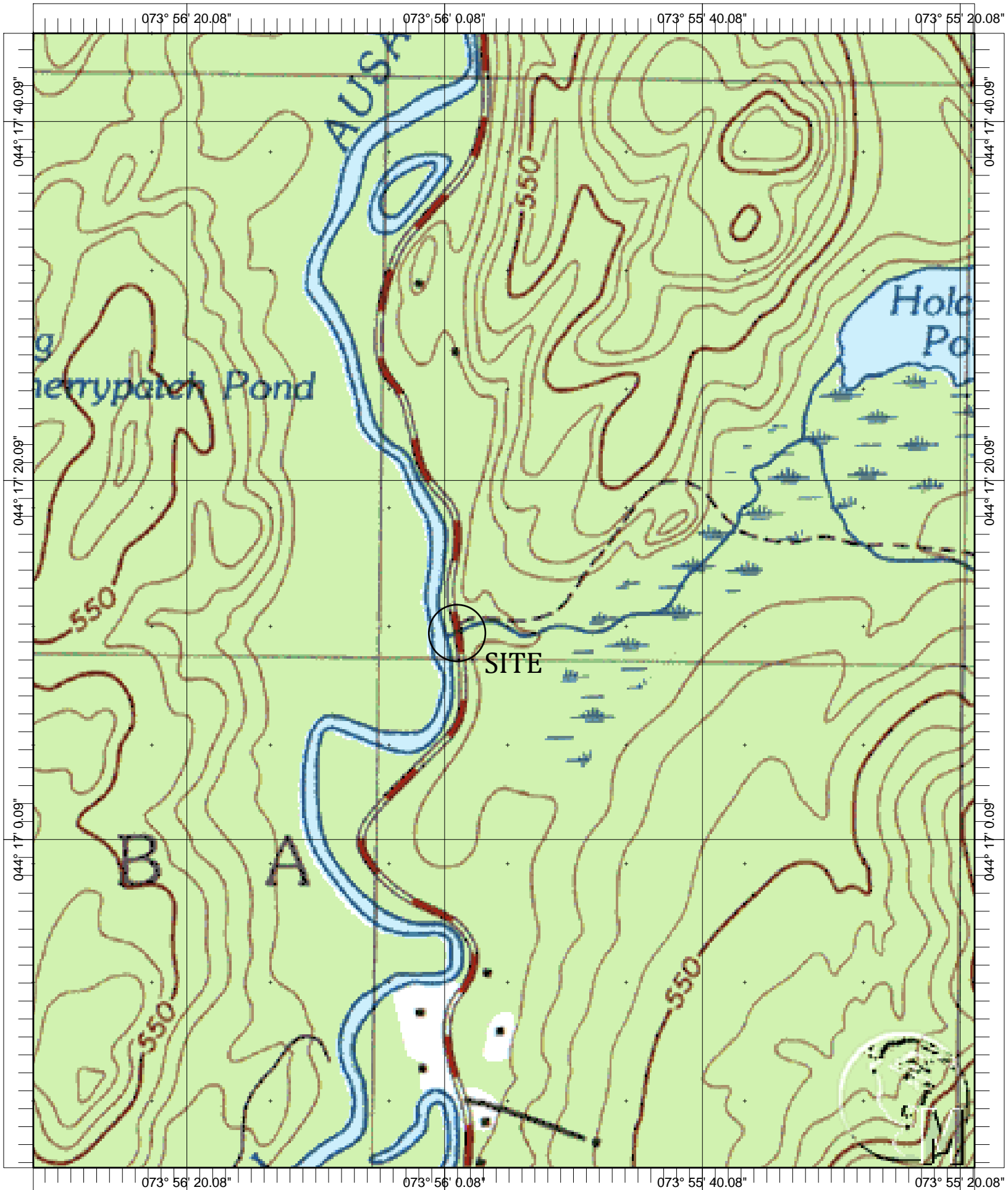
Edward C. Gravelle, P.E.  
Vice President



Fred A. Dente, P.E.  
President

**APPENDIX A  
USGS TOPOGRAPHIC MAP  
AND SITE PHOTOGRAPHS**

***Holcomb Pond Brook Bridge  
Lake Placid, New York***



Name: LAKE PLACID  
Date: 2/11/115  
Scale: 1 inch equals 666 feet

Location: 044° 17' 13.4" N 073° 55' 55.5" W  
Caption: HOLCOMB POND OUTLET  
LAKE PLACID, NEW YORK  
FDE-15-07

View south across culvert/bridge area



View north toward area of B-1 locations





View of upstream side of bridge

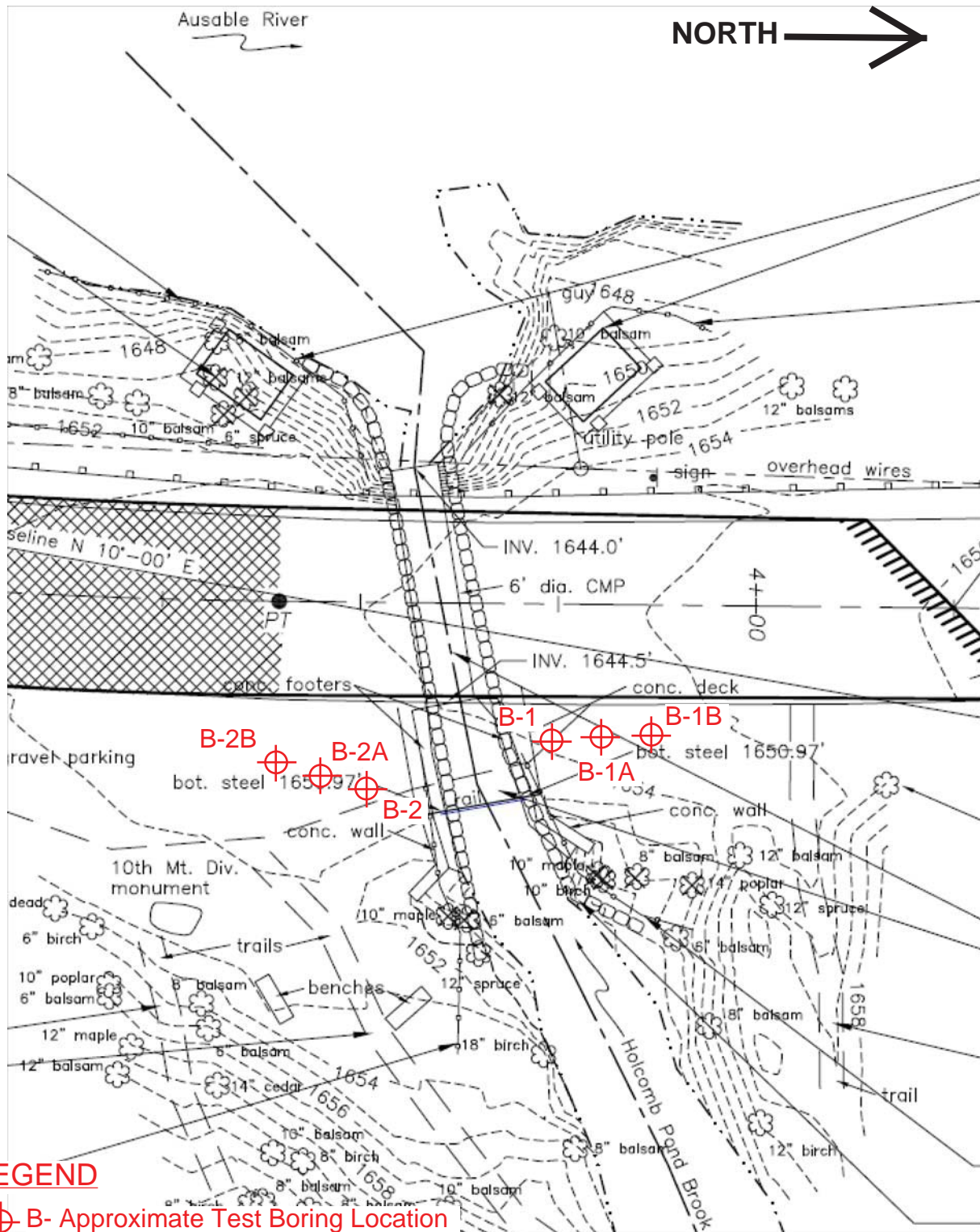


Looking downstream through culvert



**APPENDIX B**  
**SUBSURFACE INVESTIGATION PLAN**

*Holcomb Pond Brook Bridge*  
*Lake Placid, New York*





**APPENDIX C**  
**SUBSURFACE LOGS AND KEY**

*Holcomb Pond Brook Bridge*  
*Lake Placid, New York*

## INTERPRETATION OF SUBSURFACE LOGS

The Subsurface Logs present observations and the results of tests performed in the field by the Driller, Technicians, Geologists and Geotechnical Engineers as noted. Soil/Rock Classifications are made visually, unless otherwise noted, on a portion of the materials recovered through the sampling process and may not necessarily be representative of the materials between sampling intervals or locations.

The following defines some of the terms utilized in the preparation of the Subsurface Logs.

### SOIL CLASSIFICATIONS

Soil Classifications are visual descriptions on the basis of the Unified Soil Classification ASTM D-2487 and USBR, 1973 with additional comments by weight of constituents by BUHRMASTER. The soil density or consistency is based on the penetration resistance determined by ASTM METHOD D1586. Soil Moisture of the recovered materials is described as DRY, MOIST, WET or SATURATED.

SIZE DESCRIPTION		RELATIVE DENSITY/CONSISTENCY (basis ASTM D1586)			
SOIL TYPE	PARTICLE SIZE	GRANULAR SOIL		COHESIVE SOIL	
BOULDER	> 12	DENSITY	BLOWS/FT.	CONSISTENCY	BLOWS/FT.
COBBLE	3" - 12"	LOOSE	< 10	VERY SOFT	< 3
GRAVEL-COARSE	3" - 3/4"	FIRM	11 - 30	SOFT	4 - 5
GRAVEL - FINE	3/4" - #4	COMPACT	31 - 50	MEDIUM	6 - 15
SAND - COARSE	#4 - #10	VERY COMPACT	50 +	STIFF	16 - 25
SAND - MEDIUM	#10 - #40			HARD	25 +
SAND - FINE	#40 - #200				
SILT/NONPLASTIC	< #200				
CLAY/PLASTIC	< #200				

SOIL STRUCTURE		RELATIVE PROPORTION OF SOIL TYPES	
STRUCTURE	DESCRIPTION	DESCRIPTION	% OF SAMPLE BY WEIGHT
LAYER	6" THICK OR GREATER	AND	35 - 50
SEAM	6" THICK OR LESS	SOME	20 - 35
PARTING	LESS THAN 1/4" THICK	LITTLE	10 - 20
VARVED	UNIFORM HORIZONTAL PARTINGS OR SEAMS	TRACE	LESS THAN 10

Note that the classification of soils or soil like materials is subject to the limitations imposed by the size of the sampler, the size of the sample and its degree of disturbance and moisture.

## ROCK CLASSIFICATIONS

Rock Classifications are visual descriptions on the basis of the Driller's, Technician's, Geologist's or Geotechnical Engineer's observations of the coring activity and the recovered samples applying the following classifications.

CLASSIFICATION TERM	DESCRIPTION
VERY HARD	NOT SCRATCHED BY KNIFE
HARD	SCRATCHED WITH DIFFICULTY
MEDIUM HARD	SCRATCHED EASILY
SOFT	SCRATCHED WITH FINGERNAIL
VERY WEATHERED	DISINTEGRATED WITH NUMEROUS SOIL SEAM
WEATHERED	SLIGHT DISINTEGRATION, STAINING, NO SEAMS
SOUND	NO EVIDENCE OF ABOVE
MASSIVE	ROCK LAYER GREATER THAN 36" THICK
THICK BEDDED	ROCK LAYER 12" - 36"
BEDDED	ROCK LAYER 4" - 12"
THIN BEDDED	ROCK LAYER 1" - 4"
LAMINATED	ROCK LAYER LESS THAN 1"
FRACTURES	NATURAL BREAKS AT SOME ANGLE TO BEDS

Core sample recovery is expressed as percent recovered of total sampled. The ROCK QUALITY DESIGNATION (RQD) is the total length of core sample pieces exceeding 4" length divided by the total core sample length for N size cored.

## GENERAL

- Soil and Rock classifications are made visually on samples recovered. The presence of Gravel, Cobbles and Boulders will influence sample recovery classification density/consistency determination.
- Groundwater, if encountered, was measured and its depth recorded at the time and under the conditions as noted.
- Topsoil or pavements, if present, were measured and recorded at the time and under the conditions as noted.
- Stratification Lines are approximate boundaries between soil types. These transitions may be gradual or distinct and are approximated.

DENTE ENGINEERING, P.C.					SUBSURFACE LOG B-1		
PROJECT: Holcomb Pond Outlet Bridge				DATE		START: 1/29/15	FINISH: 1/29/15
LOCATION: Lake Placid, New York				METHODS: 3-1/4" Hollow Stem Augers			
CLIENT: Essex County DPW				with ASTM D1586 Sampling Methods			
JOB NUMBER: FDE-15-007				SURFACE ELEVATION:			
DRILL TYPE: CME 45C				CLASSIFICATION: O. Burns			
SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
5'	1	40	50				FILL: Brown F-C SAND and GRAVEL, trace silt, cobbles and boulders noted Grades Little Silt, trace organics <b>(MOIST, VERY COMPACT TO FIRM)</b> Dark Brown F-C SAND, Some Silt, Little Gravel, trace organic matter <b>(MOIST, FIRM)</b>
				68	48	118	
	2	38	11				
				8	7	19	
	3	2	3				
				9	3	12	
10'	4	9	16				Boring Ended at 8.0' with Auger Refusal  Auger refusal was met at 8.0' depth, driller then moved boring location 6' and met auger refusal at 7.4' depth in B-1A, boring was moved another 6' and refusal again met at 7.4' depth in B-1B.  No measurable groundwater in augers at completion of drilling and sampling.
				8	8	24	
15'							
20'							
25'							

DENTE ENGINEERING, P.C.						SUBSURFACE LOG B-2	
PROJECT: Holcomb Pond Outlet Bridge				DATE		START: 1/29/15	FINISH: 1/29/15
LOCATION: Lake Placid, New York				METHODS: 3-1/4" Hollow Stem Augers			
CLIENT: Essex County DPW				with ASTM D1586 Sampling Methods			
JOB NUMBER: FDE-15-007				SURFACE ELEVATION:			
DRILL TYPE: CME 45C				CLASSIFICATION: O. Burns			
SAMPLE		BLOWS ON SAMPLER					CLASSIFICATION / OBSERVATIONS
DEPTH	#	6"	12"	18"	24"	N	
5'	1	40	25				FILL: Brown F-C SAND and GRAVEL, trace silt, Moist Becomes Wet <u>(MOIST TO WET, COMPACT TO LOOSE)</u>
	2	6	5				
	3	3	16				
	4	34	50/.0'			REF	Brown F-C SAND and GRAVEL, Little Silt, roots noted ( <b>MOIST, FIRM</b> ) Granite fragments at 6.5' Boring Ended at 6.5' with Auger Refusal
10'							Auger refusal was met at 6.5' depth, driller then moved boring 6' and met refusal at 6.5' depth in B-2A, boring was moved another 6' and refusal was met at 6.0' depth in B-2B.  No measurable groundwater in augers at completion of drilling and sampling.
15'							
20'							
25'							

**APPENDIX D**  
**LABORATORY TEST RESULTS**

*Holcomb Pond Brook Bridge*  
*Lake Placid, New York*

Holcomb Pond Outlet Culvert
Lake Placid, NY
Moisture Content Results - ASTM D2216

Boring No.	B-1	B-1				
Sample No.	863/S3	864/S4				
Sample Depth	4'-6'	6'-8'				
Tare Weight	403.30	411.10				
W <sub>S</sub> + Tare	686.20	579.50				
W <sub>D</sub> + Tare	614.70	531.30				
W <sub>WATER</sub>	71.50	48.20				
W <sub>DRY SOIL</sub>	211.40	120.20				
% Moisture (W <sub>w</sub> / W <sub>D</sub> )	33.8	40.1				

Boring No.						
Sample No.						
Sample Depth						
Tare Weight						
W <sub>S</sub> + Tare						
W <sub>D</sub> + Tare						
W <sub>WATER</sub>						
W <sub>DRY SOIL</sub>						
% Moisture (W <sub>w</sub> / W <sub>D</sub> )						

Boring No.						
Sample No.						
Sample Depth						
Tare Weight						
W <sub>S</sub> + Tare						
W <sub>D</sub> + Tare						
W <sub>WATER</sub>						
W <sub>DRY SOIL</sub>						
% Moisture (W <sub>w</sub> / W <sub>D</sub> )						

DENTE ENGINEERING
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Client: Essex Co. DPW
File No. FDE-15-07
Date: February 11, 2015



Holcomb Pond Outlet Culvert
Lake Placid, New York
Organic Content Results ASTM D2974

Boring No.	B-1	B-1				
Sample No.	863/S3	864/S4				
Sample Depth	4'-6'	6'-8'				
Tare Weight	69.42	74.50				
W <sub>S</sub> + Tare	79.42	84.49				
W <sub>A</sub> + Tare	78.52	83.54				
W <sub>S</sub>	10.00	9.99				
W <sub>A</sub>	9.10	9.04				
%ASH = W <sub>A</sub> / W <sub>S</sub>	91.0	90.5				
%ORGANICS	9.0	9.5				

Boring No.						
Sample No.						
Sample Depth						
Tare Weight						
W <sub>S</sub> + Tare						
W <sub>A</sub> + Tare						
W <sub>S</sub>						
W <sub>A</sub>						
%ASH = W <sub>A</sub> / W <sub>S</sub>						
%ORGANICS						

Boring No.						
Sample No.						
Sample Depth						
Tare Weight						
W <sub>S</sub> + Tare						
W <sub>A</sub> + Tare						
W <sub>S</sub>						
W <sub>A</sub>						
%ASH = W <sub>A</sub> / W <sub>S</sub>						
%ORGANICS						

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Client: Essex Co. DPW
File No. FDE-15-07
Date: February 11, 2015

## APPENDIX A

### **REQUIRED ASSURANCES & CERTIFICATIONS, Essex County must include in all its contracts and subawards.**

The required assurances and certifications of the Prime Award are set forth in Exhibit A. Exhibit A makes reference to the required contractual provisions of OMB Circular A-110, Appendix A, which is attached hereto as Exhibit C.

The required assurances and certifications of the Match Award are set forth in Exhibit B.

When signing the Subaward, Essex County (the "Awardee") will be providing the assurances set forth in Exhibit A and B, along with the following assurances and certifications. In the event that any material misrepresentation in these assurances and certifications is discovered during the term of this Subaward, the Awardee or TNC may elect to declare this Subaward null and void and immediately terminate it. In the case of an intentional material misrepresentation, TNC may, at its option, recover damages resulting from the termination. The Awardee shall require that the language of these certifications be included in the award documents for all subawards at all tiers, including contracts, subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements under this Subaward and that all subrecipients shall certify and disclose accordingly.

1. **NON-DISCRIMINATION.**

To the extent that such laws apply to Awardee, Awardee agrees to abide by U.S. laws with regard to non-discrimination of U.S. citizens or legal residents working under this Subaward on the basis of race, color, religion, national origin, handicap or age.

2. **DEBARMENT AND SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The Awardee certifies to the best of its knowledge and belief that it is not presently and will not be debarred, suspended, or proposed for debarment or declared ineligible for the award of subcontracts, by any U.S. Government agency, in accordance with federal regulations (53 Fed.Reg. 19161-19211) or has been so within the preceding three year period.

The Awardee 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 three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Awardee is unable to certify to any of the statements in this certification, the Awardee must provide to TNC a written explanation prior to signing this Subaward.

The Awardee further certifies that it will not become debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the term of this Subaward and it will not engage or contract for work under this Subaward with any such debarred or ineligible parties.

3. **COMPLIANCE WITH LAWS**

The Awardee represents, warrants, and agrees that, in connection with the transactions contemplated by this Award: (a) the Awardee can lawfully work in the United States; (b) the Awardee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Award) any permits or licenses required for the Awardee's services under this Award; and (c) the Awardee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of New York, and any other jurisdiction(s) in which the Awardee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Awardee under this Award (in each case, an "Applicable Law"). The Awardee shall not take any actions that might cause the Conservancy to be in violation of any of such Applicable Laws.

4. **MATERIAL SUPPORT AND RESOURCES TO TERRORISTS.**

A. The Awardee hereby certifies:

1. The Awardee does not commit, attempt to commit, advocate, facilitate, or participates in terrorist acts, nor has it committed, attempted to commit, facilitated, or participated in terrorist acts.
2. The Awardee will take all reasonable steps to ensure that Awardee does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
3. Before providing any material support or resources to an individual or entity, the Awardee will consider all information about that individual or entity of which it is aware or that is available to the public.
4. The Awardee will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

B. For purposes of this Certification:

1. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
2. "Terrorist act" means:
  - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
  - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
  - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

3. "Entity" means a Entityship, association, corporation, or other organization, group or subgroup.

5. **OTHER CERTIFICATIONS.**

The Awardee certifies that the Awardee will not:

- a. Attempt to influence legislation or support lobbying within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code using any of the funds granted by the Conservancy; or
- b. Use any portion of these funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.

6. **ACKNOWLEDGMENTS.** The Contractor agrees to acknowledge U.S. Department of Interior and TNC's support of the project, including funding contributions and sponsorship, on all information relating to the Contract as follows:

*"This project was made possible through support provided by The Nature Conservancy, under a grant from National Fish and Wildlife Foundation.*

Per the Prime Award requirements, all information submitted for publication or other public releases of information shall carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation or the U.S. Department of Interior. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or the U.S. Department of Interior."

**EXHIBITS**

Exhibit A: Prime Award Assurances and Certifications to be made by Awardee, and at all tiers,  
Exhibit B: Match Award Assurances and Certifications to be made by Awardee, and at all tiers,  
Exhibit C: A-110, Appendix A the required contractual provisions of OMB Circular A-110, Appendix A.

Exhibit A  
NFWF Prime Award Requirements

**1.6 Access to Records.** The Awardee shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of end of TNC's NFWF agreement (currently 9/30/16) or the close-out of all pending matters or audits related to this Agreement, whichever is later. NFWF shall have access to such records upon request.

**2.1 Restriction on Use of Funds.** The Awardee agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Grant Agreement. No funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Grant Agreement or allowable under the Federal Cost Principles set forth in the OMB Circulars.

**2.3 Subawards and Contracts.** When making subawards or contracting, Awardee (1) shall abide by all required granting and contracting procedures, including but not limited to those requirements of OMB Circular A-110; (2) shall ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the provisions of OMB Circular A-110 and in the case of contracts, the required contractual provisions of OMB Circular A-110, Appendix A ; and (3) shall ensure that such subaward or contracting complies with the requirements in Section 2.9.2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions. Awardee shall also include in any subaward or contract a similar provision to this requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state and local requirements to lower-tiered subawardees and contractors.

**2.5.1 Disclaimers.** Payments made to the Awardee under this Grant Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the Awardee through this Grant Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Grant Agreement shall carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation or the U.S. Department of Interior. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or the U.S. Department of Interior."

**2.9.1 In General.** The Awardee agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Grant Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by Awardee in the performance of this Grant Agreement.

## **2.9.2 Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.**

**2.9.2.1** The Awardee shall ensure that no payments have been or will be made or received by the Awardee in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 et seq.), the UK Bribery Act 2010, or any other applicable anti-corruption laws or regulations in the countries in which the Awardee performs under this Grant Agreement.

**2.9.2.2** The Awardee shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the Awardee knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at <http://www.treas.gov/offices/enforcement/ofac>; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml); (3) on the consolidated list maintained by the U.S. Department of Commerce at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp), or (4) on such other list as NFWF may identify from time to time.

**2.9.2.3** The Awardee shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

**2.11 Indemnity.** The Awardee shall indemnify and hold harmless NFWF, DOI, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Grant Agreement.

## **SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS**

**4.1** If the Funding Source or any funding entity (i.e., a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the Awardee must read and understand certain applicable Federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

If the Awardee is a non-profit organization, it will need to understand and comply with OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher

Education, Hospitals, and Other Non-Profit Organizations" and provisions of Appendix A to Part 215, as may be applicable; and, (ii) depending on what kind of organization it is, either (a) OMB Circular A-21 "Cost Principles for Educational Institutions" or (b) OMB Circular A-122 "Cost Principles for Non-Profit Organizations," in addition to other applicable Federal regulations.

If the Awardee is a State, Local or Tribal Government, it will need to understand and comply with OMB Circulars A-102 "Grants and Cooperative Agreements with State and Local Governments" and A-87 "Cost Principles for State, Local, and Indian Tribal Governments," in addition to other applicable Federal regulations.

If Awardee subawards any portion of the Project under this Grant Agreement to a third-party, Awardee shall, at a minimum, flow down those requirements and provisions required to be flowed down pursuant to the applicable regulations set forth above.

#### **4.2 A-133 Audits.**

If the Awardee is a state or local government (includes Indian Tribes) or a non-profit organization, and it expends an aggregate of \$500,000 or more from all Federal sources in a fiscal year, it is subject to a special kind of audit as detailed in OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," which it will need to understand and comply with, in addition to other applicable Federal regulations.

#### **4.3 Interest.**

Any interest earned in any one year on Federal funds advanced to the Awardee that exceeds \$250 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$250 per year may be retained by the Awardee for administrative expense.

#### **4.4 Subrecipient Debarment and Suspensions.**

Unless Awardee has submitted a written justification fourteen (14) days prior to execution of this Grant Agreement, stating the reason that this term does not apply, which has been expressly accepted and approved by NFWF prior to execution, by and through Awardee's execution of this Grant Agreement, Awardee warrants and represents its initial and continued compliance that it is not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System has recently been consolidated within the System for Award Management at <https://www.sam.gov/portal/public/SAM/>. The Awardee further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the General Services Administration's Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689.

**4.5 Mandatory Disclosure.** Awardee must disclose, in a timely manner, in writing to NFWF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in this Grant Agreement, including termination, and any remedies provided under law, including suspension or debarment.

**4.6 Trafficking in Persons.** Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), Awardee shall comply with the below



provisions. Further, Awardee shall flow down these provisions in all subaward and contracts, including a requirement that sub-Subrecipients similarly flow down these provisions all lower-tiered subawards and subcontracts. The provision is cited herein:

a. Trafficking in persons.

1. Provisions applicable to a recipient that is a private entity.

i. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not-

- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b. Procure a commercial sex act during the period of time that the award is in effect; or
- c. Use forced labor in the performance of the award or subawards under the award.

ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity -

1.1. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

1.2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-

- 1. Associated with performance under this award; or
- 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")].

2. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity

- i. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either a. Associated with performance under this award; or b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement)," as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., "2 CFR part XX")] .

3. Provisions applicable to any recipient.

- i. You must inform us immediately of any information you receive from any source

alleging a violation of a prohibition in paragraph a.1 of this award term.  
ii. Our right to terminate unilaterally that is described in paragraph a.2  
orb of this section:

a. Implements section 106(g) of the Trafficking Victims  
Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)),  
and

b. Is in addition to all other remedies for noncompliance that  
are available to us under this award. 1.2.1. You must include the  
requirements of paragraph a.1 of this award term in any  
subaward you make to a private entity.

4. Definitions. For purposes of this award term:

i. "Employee" means either:

a. An individual employed by you or a subrecipient who is  
engaged in the performance of the project or program under  
this award; or b. Another person engaged in the performance of  
the project or program under this award and not compensated  
by you including, but not limited to, a volunteer or individual  
whose services are contributed by a third party as an in-kind  
contribution toward cost sharing or matching requirements.

ii. "Forced labor" means labor obtained by any of the following  
methods: the recruitment, harboring, transportation, provision, or  
obtaining of a person for labor or services, through the use of force,  
fraud, or coercion for the purpose of subjection to involuntary  
servitude, peonage, debt bondage, or slavery.

iii. "Private entity":

a. Means any entity other than a State, local government, Indian  
tribe, or foreign public entity, as those terms are defined in 2  
CFR 175.25.

b. Includes:

1. A nonprofit organization, including any nonprofit  
institution of higher education, hospital, or tribal  
organization other than one included in the definition of  
Indian tribe at 2 CFR 175.25(b).

2. A for-profit organization.

1.2.2. "Severe forms of trafficking in persons,"  
"commercial sex act," and "coercion" have the  
meanings given at section 103 of the TVPA, as  
amended (22 U.S.C. 7102).

## **SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS- FUNDING SOURCE SPECIFIC**

### **New Restrictions on Lobbying**

Pursuant to 43 CFR 18, if this subaward to the Awardee is in excess of \$100,000 and for any subaward or contract by the Awardee under this subaward in excess of \$100,000, the Awardee agrees, 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 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 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 influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Awardee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. c. The Awardee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## Exhibit B WCS Match Award Requirements

### **USE OF FUNDS.**

- a. Funds shall not be expended to carry on propaganda or otherwise attempt to influence legislation or any public election. Funds may only be used to engage in activities that are for religious, charitable, scientific, literary or educational purposes.
- b. Funds shall not be expended for payments that are, or give the appearance of, a conflict of interest. A conflict of interest is defined as a transaction in which an employee's personal or financial interests conflict or appear to conflict with his official responsibility. Examples include, but are not limited to, such transactions as payments to the business partner(s) of the project director, co-project director, or members of their immediate families for salaries, expense reimbursement, or any other type of compensation, or payments to organizations in which the project director, co-project director, or member(s) of their immediate families have a financial interest.

### **PROJECT MONITORING**

- a. **AUDIT.** WCS, its representatives, and assignees reserve the right to inspect, review or audit any and all records relating to this Grant agreement.  
WCS reserves the right to require a project or organizational audit of expenses incurred under this Agreement. Grantee agrees to reimburse WCS, at Grantee's sole expense, the amount of any expenditures disallowed by auditors, through an audit exception or other appropriate means, based upon a finding that such expenditures failed to comply with a provision of this Agreement.

### **OWNERSHIP OF INTELLECTUAL PROPERTY**

- a. The Parties agree that any non-proprietary information developed under this Grant will be made publicly available.
- b. Any creative work developed by Grantee under this Grant, including all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media (the "Creative Works"), shall remain the intellectual property of The Conservancy, provided however that The Conservancy hereby irrevocably grants to WCS a perpetual, royalty-free, non-exclusive right to copy, distribute, use, and prepare derivative works from the Creative Work for any purpose, in any media, and in any territory for non-commercial use.

### **COMMUNICATIONS, PUBLICATIONS AND LOGOS**

- a. **Publications.** Awardee agrees to provide WCS with a copy of any article, report, media interview or other publication relating to activities covered under this Agreement.
- b. **Logos.** Awardee agrees not to make any use of the logo or the name of WCS or the logo or the name of the DDCF (Doris Duke Charitable Foundation) except as expressly authorized in writing. WCS agrees not to make any use of the logo or the name of the Grantee, except as expressly authorized in writing or specified in this grant agreement or for communication regarding this specific grant and/or the WCS Climate Adaptation Fund grants program.

\*\*\*\* **Add entire communications section**

### **REPRESENTATIONS**

- a. In carrying out its work pursuant to this agreement, the Awardee and its directors, officers, employees and agents have not and will not offer, pay, promise or authorize the payment, directly or indirectly through any other person or entity, of any monies or anything of value to any governmental official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action or influencing any act or decision of such official or of the government.
- b. No part of the grant will be used for a purpose that is not specified in Section 170(c)(2)(B) of the Internal Revenue Code, and no part of the Grant will be used for any political lobbying activity.
- c. The Awardee does not engage in or support, or directly or indirectly, acts of terror.
- d. The Awardee is implementing, and over the course of this Agreement will continue to implement, reasonable monitoring and oversight to assure the continuing truth of these representations and

certifications and that, on request, the Awardee will provide documentation of the monitoring and oversight of these efforts.

## OMB A-110 PT. 215, APP. A APPENDIX A TO PART 215—CONTRACT PROVISIONS

All contracts, awarded by a recipient including small purchases, shall contain the following provisions as applicable:

**1. *Equal Employment Opportunity***—All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**2. *Copeland “Anti-Kickback” Act* (18 U.S.C. 874 and 40 U.S.C. 276c)**—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

**3. *Davis-Bacon Act, as amended* (40 U.S.C. 276a to a-7)**—~~When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. (TNC has determined Davis-Bacon Act does not apply in this instance.)~~

**4. *Contract Work Hours and Safety Standards Act* (40 U.S.C. 327-333)**—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**5. *Rights to Inventions Made Under a Contract or Agreement***—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended**—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**8. Debarment and Suspension (E.O.s 12549 and 12689)**—A contract award with an amount expected to equal or exceed \$25,000 and certain other contract awards (see 2 CFR 180.220) shall not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549. [69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]



## ***EXHIBIT 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:

- (a) an additional insured on the Contractor's Commercial General Liability, Automobile Liability and Excess/Umbrella Liability insurance policies, and
- (b) 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.

VII. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.

IX. The County shall be listed as an additional insured on a primary and non-contributory basis.

## **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' 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

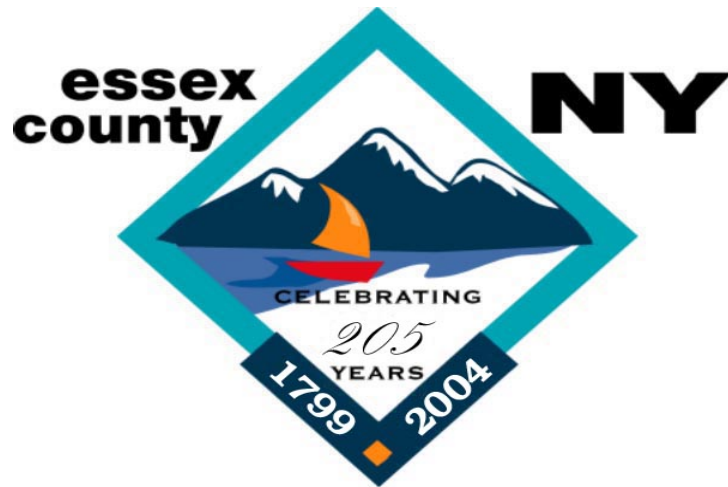
writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

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.

## 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 basis the following shall constitute the license grant:*

(a) **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product with other product within its business enterprise in the United States. Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish manufacturers proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

(b) **License Term** The license term shall commence upon the License Effective Date. Where the terms of license permit licensing on a non-perpetual basis, the license term stated in

the Contract shall be extended by the time periods allowed for testing and acceptance.

**(c) Licensed Documentation** Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product. If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractors expense: a) One (1) hard copy and One (1) Master Electronic Copy of the Documentation in diskette or CD-ROM format; or b) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License – 1 copy per License
- Concurrent Users – 8 copies per site
- Processing Capacity – 8 copies per site

**(d) Product Use** Product may be accessed, used, executed, reproduced, displayed, performed by Licensee to service all Authorized Users of the machine on which Product is installed, up to the capacity measured by the applicable licensing unit stated in the terms of license (i.e. payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation).

**(e) Permitted License Transfers** As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Authorized User site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site. (e.g., named users, seats, or MIPS); and ii) that, if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee.

**(f) Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties** Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturers standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("NonDisclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third partys compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the County or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (using, for example, but not limited to, JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the stated function or business activity.

**(g) Archival Back-Up and Disaster Recovery** Licensee may use and copy the Product and related Documentation in connection with: 1) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; 2) reproducing a reasonable number of copies of the Product and related documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; 3) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed under paragraph (F) above. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

**(h) Confidentiality Restrictions** The Product is a trade secret and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of license. Licensee will not remove or destroy any proprietary markings of Contractor.

**(i) Restricted Use by Licensee** Except as expressly authorized by the terms of license, Licensee shall not:

- a. Copy the Product;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- c. Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Product or the Documentation, or use the Product or Documentation in any service bureau arrangement;
- d. Disclose the results of Product performance benchmarks to any third party who is not an Authorized User without prior notice to Contractor;
- e. Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

**75. ENTERPRISE LICENSE OPTION FOR SOFTWARE** Multiple Authorized Users may license any Product offered under the Contract on behalf of their collective business operations. An Enterprise License shall incorporate the terms set forth in this Part II and the pricing set forth in the Contract, and additionally the following terms:

**(a) Enterprise – Defined** Any Authorized User may be an Enterprise Participant. Enterprise Participants will be enumerated in the Enterprise License, including: i) contact name, ship to and main billing address of each Enterprise Participant, ii) street address of the included End User sites of each Enterprise Participant. The originally defined Enterprise may be modified at any time thereafter, including deletion or addition of Enterprise Participants, sites ownership to locations, provided that Contractor is given written notice and that any additional capacity required by such addition is licensed in accordance with the Enterprise License terms.

**(b) Product Use** Product licensed under this Enterprise Option shall be licensed with the rights set forth in this Part II, without reference to a specific designated system or Licensee, up to the maximum licensed capacity. Product may be used and freely transferable anywhere

within the defined Enterprise, including higher or lower performance machines, and Enterprise Participants will not incur an increase in license, support or other charges provided that the aggregate utilization of the Product does not exceed the aggregate Enterprise Licensed capacity.

**(c) Submission of Orders, Billing and Usage Reporting** An Enterprise may be established for order placement and billing as either a “single” or “multiple” point of contact, at Licensees option. Where designated as a “single”, one Enterprise Participant shall be designated as the lead agency and central point for submission of Purchase Orders, usage reporting and billing. Where designated as “multiple” point of contact, each designated Enterprise Participant shall be responsible for submission of Purchase Orders, reporting and billing with regard to its use of Enterprise Licensed Product. For either single or multiple point of contact Enterprises, a) Contractor agrees to hold each Enterprise Participant solely responsible for payment and performance; and b) Contractor shall be responsible for furnishing an annual report to each designated point of contact summarizing overall Enterprise License activity for the preceding twelve months.

**(d) Shipping / Delivery** Contractor shall be responsible for delivery of Master Copies of Enterprise Licensed Product and documentation to Enterprise Participants. Within either “Single” or “Multiple” Enterprise Licenses, shipping and delivery of Master Copies of Product and Documentation shall be the responsibility of Contractor to each “ship to” location specified on the Purchase Order(s). Distribution and installation of Enterprise Licensed Product to End Users at a site shall be the responsibility of the Licensee.

**(e) Enterprise Operating Systems** Unless otherwise specified by the parties, up to ten (10) hardware/operating system combinations for Product shall be included at no additional charge. The initial ten hardware/operating systems may be specified at any time within five (5) years of the Enterprise License effective date. Additional hardware/operating systems beyond the initial ten (10) may be specified at anytime by the Enterprise, however if additional copies of Product are required for hardware/operating systems beyond the initial ten, the cost for such systems will be as mutually agreed between the parties.

**(f) Product Acceptance** Each Enterprise Participant shall have a right of acceptance, as set forth above in this Part II, only for the first copy of Product for its site(s).

**(g) Enterprise Fees** Enterprise License Fees shall be set forth in the Contract. Notwithstanding the foregoing, the Product license fees for additional copies or units of capacity for Enterprise licensed Product shall not increase by more than six percent (6%) annually each year during the Enterprise License term. Contractor may offer additional discounts/incentives for Enterprise Participants as may be mutually agreed between the parties. Enterprise Participants shall be entitled to aggregate the volume of all Enterprise Participants for purposes of establishing any applicable discounts under the Contract, and Enterprise Licensed Volume shall be aggregated with volume of non-Enterprise Licensed Product otherwise purchased under the centralized Contract. Upon termination of the Enterprise, Enterprise Participants have the right to acquire additional capacity or users at the Enterprise License price for twelve months after the termination of the Enterprise License.

**(h) Technical Support** Unless otherwise mutually agreed, technical support is optional and may be elected individually by Product by each Enterprise Participant. Where an Enterprise Participant is under a current maintenance or technical support contract, such Enterprise Participant shall be entitled to credit any support paid covering any portion of the Enterprise License Term to the fees due under the Enterprise license.

Enterprise Participants shall have the right to partially or wholly de-support a subset of unused Enterprise licensed capacity upon written notice to Contractor at the end of any then -



current technical support term without penalty or charge. The capacity for a Program license which has been de-supported must remain inactive and may not be used within the Enterprise unless technical support for such capacity has been reinstated. In the event of de-support, Contractor reserves the right to reasonably determine compatibility of future releases or new programs prior to shipment.

**(i) Merger of Two or More Enterprises** Two or more Enterprises may be merged to form a larger Enterprise for the purpose of sharing and exchanging data at no additional license fee provided that participants give Contractor notice of such merger and that the combined capacity does not exceed the maximum capacity of the individual licenses.

**(j) "Nested" Enterprises** Individual Enterprise License participant(s) may license additional capacity or products for the specific use of a subset of the larger enterprise. Said participant(s) must certify in writing to Contractor that such use is only by the enumerated subset of participants.

**(k) Default** A default by any Enterprise Participant shall entitle the Contractor to the remedies against such participant under the Contract, but shall not be deemed a default by the remaining non-defaulting Enterprise Participants.

**76. PRODUCT ACCEPTANCE** Unless otherwise provided in the Bid Specifications, the County and/or Authorized User(s) shall have sixty (60) days from delivery to accept Product. Failure to provide notice of acceptance or rejection by the end of the period provided for under this clause would constitute acceptance by the County or Authorized User(s) as of the expiration of that period.

Unless otherwise provided in the Bid Specifications, The County or Authorized User shall have the option to run acceptance testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, The County or Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the County or Authorized User, and shall be made part of the Contractors standard documentation. The test data shall remain accessible to the County or Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within sixty (60) days from delivery, and the Contractor or Product is responsible for the delay, The County or Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for another sixty (60) day increment. The County or Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the County or Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the The County or Authorized Users agents or employees. Said costs shall be limited to fees paid to Contractor, if any, or any liability for costs incurred at the direction or recommendation of Contractor.

**77. AUDIT OF LICENSED PRODUCT USAGE** Contractor shall have the right to periodically audit, at its expense, use of licensed Product at any site where a copy of the Product resides provided that: i) Contractor gives Licensee or Enterprise Participants at least thirty (30) days advance notice, ii) such audit is conducted during such party's normal business hours iii) each Licensee or Enterprise Participant is entitled to designate a representative who shall be entitled to participant and simultaneously review all information obtained by the audit, and shall be entitled to copies of all reports, data or information obtained by the Contractor; and iv) if the audit shows that such party is not in

compliance such party shall be liable for the unlicensed capacity and shall be required to purchase the additional units or rights necessary to bring it into compliance.

**78. OWNERSHIP / TITLE TO CUSTOM PRODUCTS OR PROGRAMMING** Where contract deliverables include custom products or programming, title, rights and interests to such Product(s) shall be determined as follows:

**(a) Definitions**

**Product** For purposes of this section, the term "Product" shall have the meaning set forth in Part I of these *General Specifications*, which includes, but is not limited to: software applications or programming, programming tools, documentation (including user or training manuals), modules, interfaces, templates, and other elements such as utilities, subroutines, algorithms, formulas, source code, object code, reports, drawings, or data.

**"Existing Product"** is defined as any proprietary material(s) existing or developed independently and not at the expense of Licensee.

**"Custom Product"** is defined as any material(s), exclusive of Existing Product, created, prepared, written, compiled or developed by Contractor, or anyone acting on his behalf for The County or Authorized User pursuant to the Contract.

**(b) Contractor or Third Party Manufacturers Title to Existing Product** Title to Existing Product(s) does not transfer. With respect to such Existing Product(s), whether embedded in or operating in conjunction with Custom Product, Contractor warrants: a) all right, title and interest in Contractor's Existing Product(s); or b) all license rights, title and interest in third party Existing Product(s), which include the right to grant to The County or Authorized User an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s). Contractor hereby grants a irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s) embedded in or transferred for use in conjunction with Custom Product(s). The Licensee agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted under this paragraph prior to distribution or use.

**(c) Title to Custom Product** Title to Custom Product(s), excluding Existing Product, shall be deemed the sole and exclusive property of the County or Authorized User, who shall have all right, title and interest (including ownership and copyrights). For the purposes of the federal copyright law, execution of this contract shall constitute an assignment of all right, title and interest in the Custom Product(s) by Contractor to the County or Authorized User. The County or Authorized User, in its sole discretion, reserves the right to sell Custom Product or to license them on an exclusive or non-exclusive basis to Contractor or other Third Parties. Contractor hereby agrees to take all necessary and appropriate steps to ensure that Custom Product is protected against unauthorized use, execution, reproduction, display, performance, or distribution by or through Contractor, its partners or agents. Notwithstanding this reservation of title, Contractor shall not be precluded from using the related or underlying general knowledge, skills and experience developed in the course of providing the Custom Product in the course of Contractor's business.

**(d) Acquisitions Funded By Tax Exempt Financing** In addition to the foregoing rights under a, b and c, the sale or licensing of Custom Product or rights therein shall not occur until such Product or rights are or become useable, and shall be at fair market value which shall be determined at the time of sale or licensing. Any such transfer shall be pursuant to a separate written agreement. If the Contract deliverables are to be funded through tax exempt financing, the County or Authorized User may assign to a Trustee or other entity for security purposes County or Authorized Users ownership and license rights in Custom and Existing Products. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of

this paragraph.

**(e) Other Acquisitions (Not Funded by Tax Exempt Financing)** In addition to the rights set forth above (paragraphs “a”, “b” and “c”), the County or Authorized User reserves the right to transfer any or all rights to Custom Materials on an exclusive or non-exclusive basis. Where such transfer (sale or licensing) is provided in the Bid Specifications, Contractor shall include a purchase price for such rights in its bid. Such price shall be offered as a deduction from Contractor’s overall Bid or Project Bid price, and shall be weighted as set forth in the bid evaluation criteria, if any. Such rights shall transfer to the successful Bidder/Contractor upon successful completion and acceptance by the County or Authorized User of all contract deliverables. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.

**79. PROOF OF LICENSE** The Contractor must provide to each Licensee who places a Product order either: a) the Product manufacturer’s certified License Confirmation Certificates in the name of each such Licensee; or b) a written confirmation from the Product manufacturer accepting Contractors Product invoice as proof of license. Bidder or Contractor shall submit a sample manufacturers certificate, or alternatively such written confirmation from the manufacturer, with the Bid or Contract. Such certificates must be in a form acceptable to the Licensee.

**80. PRODUCT VERSION** Product orders shall be deemed to reference Manufacturers most recently released model or version of the Product at time of delivery, unless an earlier model or version is specifically requested in writing by the County or Authorized User and Contractor is willing to provide such version.

**81. MIGRATION TO CENTRALIZED CONTRACT** The County or Authorized User may obtain additional Product authorized under this contract, (e.g., licensed capacity upgrades, new releases, documentation, maintenance, consulting or training) whether or not Product was initially obtained independently of this contract. The County or Authorized Users election to obtain additional Product shall not operate to diminish, alter or extinguish rights previously granted.

**82. NOTICE OF PRODUCT DISCONTINUANCE** In the event that a Product manufacturer proposes to discontinue maintenance or support for Product, Contractor shall (1) notify the County and each Authorized User in writing of the intended discontinuance, and (2) continue to provide maintenance and support for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than eighteen (18) months from the date of notice, and (3) at The County or Authorized Users option, either a) provided that the County or Authorized User is under maintenance, provide the County or Authorized User with either a Product replacement with equivalent functionality at no additional charge, or b) provide County or Authorized User with the source code for Licensed Product at no additional charge to enable it to continue use and maintenance of the Product.

**83. REINSTATEMENT OF MAINTENANCE** The County or Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon written notice to Contractor. In the event that The County or Authorized User discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor at rates which would have been due under the contract for the period of time that such maintenance had lapsed, or for twelve months, whichever is less.

**84. NO HARDSTOP / PASSIVE LICENSE MONITORING** Contractor hereby represents, warrants and covenants that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs”, “time locks”, or “drop dead” devices) or that would permit Contractor to access the Product to cause such disablement or

impairment (sometimes referred to as a “trap door” device). Contractor agrees that in the event of a breach or alleged breach of this provision that The County or Authorized User shall not have an adequate remedy at law, including monetary damages, and that The County or Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which The County or Authorized User shall be entitled.

**85. ADDITIONAL WARRANTIES / GUARANTEES** Where Contractor or Product manufacturer offers additional or more advantageous warranties than set forth herein, Contractor shall offer or pass through any additional or more advantageous warranties to The County or Authorized Users. In addition to the ‘Warranties/Guarantees’ set forth in Part I, Contractor makes the following warranties.

**(a) Product Performance Warranty** Contractor represents and warrants that the Products delivered pursuant to this contract conform to the manufacturers specifications, performance standards, and documentation and that the documentation fully describes the proper procedure for using the Products in an efficient manner. Contractor does not warrant that software is error-free.

In the event that Contractor does not remedy a substantial breach of this warranty within the cure period, Licensee shall also have the right to terminate any payments due Contractor, with a refund of the any fees prospectively paid from the date of breach.

**(b) Year 2000 Warranty** For all procurements of Product, Contractor must furnish a warranty statement in accordance with the NYS Standard Year 2000 Warranty Compliance Statement set forth in Part I at the time of bid for agency specific contracts or product order for centralized contracts.

**(c) Virus Warranty** Contractor represents and warrants that Licensed Software contains no known viruses. Bidder is not responsible for viruses introduced at Licensees site. For purposes of this provision, “Virus” shall have the meaning set forth in Part II, “Definitions”.

A breach of any of the foregoing shall be deemed a material breach of the Contract or any License granted thereunder. The defaulting party shall be given written notice of a warranty breach under this section and shall have a thirty (30) day period to cure such breach.

**86. INDEMINIFICATION THE WARRANTIES SET FORTH IN THESE *GENERAL SPECIFICATIONS* (PARTS I and II) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Contractor shall defend, indemnify and save harmless the County and Authorized Users from suits, actions, claims, damages and costs arising under or connected to Contractors actions, and except where express loss liabilities set forth elsewhere in the Contract provide for a higher loss limitation liability than as set forth in this paragraph, or where such express provisions impose Contractor liability on “without limitation”, the total liability of Contractor for such claim(s), regardless of the nature and basis for the claim, shall not exceed two (2) times the fees paid for the applicable Product. For any suit, action, claim, damages or costs arising under or are connected to personal injury or property damage, or breach of the title, patent and copyright warranties, Contractor shall be fully liable without limitation.

The County or Authorized User may retain such moneys from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted by or against the County or Authorized User, provided however, that Contractor shall not indemnify each such entity to the extent that any claim, loss or damages arising hereunder is caused by the negligence act or failure to act of said entity.

**87. SOURCE CODE ESCROW FOR LICENSED PRODUCTS** If source code or source code escrow is offered by either Contractor or Product manufacturer/developer to any other commercial customers, Contractor either: i) will provide Licensee with the Source Code for the Product; or ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the County, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the County, or iii) will certify to the County that the Product manufacturer/developer has named the County, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the County and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above. Contractor shall identify the escrow agent upon commencement of the contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The County may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

ESSEX COUNTY PURCHASING  
7551 COURT STREET – PO BOX 217  
ELIZABETHTOWN, NY 12932

**NON-BIDDER RESPONSE**

**Bid/RFP Name:** \_\_\_\_\_

The Essex County Purchasing Department is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet specifications or Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance Requirements are too restricting.
- ☐ Bond requirements are too restricting.
- ☐ Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ Project not suited to firm,
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid.
- ☐ Other reasons; please state and define:

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Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Telephone: \_\_\_\_\_

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PROPOSAL

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**ESSEX COUNTY  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS:  _____PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS  A) FEIN #  B) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE  Name  Title  Telephone Number  Fax Number  Email			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS			
A) NAME	TITLE	B) NAME	TITLE
C) NAME	TITLE	D) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKE A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor  _____ YES _____ NO			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:  a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>  _____ YES _____ NO  b) An officer of any political party organization in Essex County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>  _____ YES _____ NO			

16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL, OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

- a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; \_\_\_\_\_ YES \_\_\_\_\_ NO
2. been disqualified for cause as a bidder on any permit, license, concession, franchise or lease;
3. entered into an agreement to a voluntary exclusion from bidding/contracting;
4. had a bid rejected on an Essex County contract for failure to comply with the MacBride Fair Employment Principles;
5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
6. had a status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;
7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or
9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.
- b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? \_\_\_\_\_ YES \_\_\_\_\_ NO
- c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: \_\_\_\_\_ YES \_\_\_\_\_ NO
1. federal, state or local health laws, rules or regulations

17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES<sup>1</sup> HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each items as "open" or "unsatisfied". \_\_\_\_\_ YES \_\_\_\_\_ NO

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

- a) file returns or pay any applicable federal, state or city taxes?  
*Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.* \_\_\_\_\_ YES \_\_\_\_\_ NO
- b) file returns or pay New York State unemployment insurance?  
*Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.* \_\_\_\_\_ YES \_\_\_\_\_ NO
- c) Property Tax  
*Indicate the years the vendor failed to file.* \_\_\_\_\_ YES \_\_\_\_\_ NO

19. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES<sup>1</sup> WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? \_\_\_\_\_ YES \_\_\_\_\_ NO

Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT?

Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.

\_\_\_ YES \_\_\_ NO

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

- a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

\_\_\_ YES \_\_\_ NO

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

<sup>1</sup> "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

**ESSEX COUNTY  
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # \_\_\_\_\_

State of:                                 )  
  ) ss:  
County of:                                 )

**CERTIFICATION:**

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Essex in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Essex County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Essex County Purchasing Officer of any changes to the vendor's responses.

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

Signature of Owner: \_\_\_\_\_

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

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

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

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

Sworn before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_

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

**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_  
(Officer other than officer executing proposal documents)

certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Contractor)

\_\_\_\_\_ a corporation, duly organized and in good standing under the  
\_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that \_\_\_\_\_  
(Person executing proposal documents)

who signed said agreement on behalf of the Contractor was, at the time of execution,  
\_\_\_\_\_ of the Contractor; that said agreement was duly signed for  
(Title of such person)

and in behalf of said Contractor by authority of its Board of Directors, thereunto duly authorized, and that  
such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
Signature Corporate Seal

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

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

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

## CERTIFICATION OF EXPERIENCE

BIDDER: \_\_\_\_\_

I, \_\_\_\_\_ HEREBY CERTIFY THAT (COMPANY \_\_\_\_\_  
\_\_\_\_\_ HAS PERFORMED THE FOLLOWING WORK WITHIN THE LAST  
THREE YEARS **UNLESS SPECIFIED DIFFERENTLY IN THE SPECIFICATION**:

NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

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

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

-----  
NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

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

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

-----  
NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

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

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

-----  
NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

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

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

-----  
NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

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

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

-----  
NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

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

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

## BID SECURITY

(ATTACHED HERE – CERTIFIED CHECK, CASH OR BID BOND)

## BIDDER'S CHECKLIST

Each of the following forms must be executed and notarized if applicable:

VENDOR RESPONSIBILITY QUESTIONNAIRE \_\_\_\_\_ [HAVE NOTARIZED]

CERTIFICATE OF AUTHORITY \_\_\_\_\_

CERTIFICATION OF EXPERIENCE \_\_\_\_\_

BID SECURITY FORM # 1 \_\_\_\_\_

PROPOSAL \_\_\_\_\_

CERTIFICATION OF COMPLIANCE  
WITH IRAN DIVESTMENT ACT \_\_\_\_\_ [HAVE NOTARIZED]

NON-COLLUSIVE BIDDING CERTIFICATION \_\_\_\_\_ [HAVE NOTARIZED]



## **PROPOSAL**

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

Proposal of \_\_\_\_\_

---

to furnish and deliver all labor, supervision, materials, and equipment and perform all work in accordance with the Specifications for *PRECAST CONCRETE BRIDGES* in the Town of North Elba, New York for the following lump sum cost.

The owner, Essex County, is tax-exempt. Do not include sales tax in Bid amounts.

The undersigned bidder has carefully examined the contract documents, site of the work, is familiar with existing conditions, and will provide all necessary insurance, bonds, machinery, tools, apparatus, false work and other means of construction, and do all the work and furnish all the materials called for by said contract according to the following bid, including all labor, supplies and equipment, permits, fees, overhead and profit for the following Lump Sum price. The Lump Sum price is to be shown in both words and figures. In the event of discrepancies, the amount shown in words shall govern. All items are to be furnished and installed in place complete.

### **PROJECT A – Algonquin Rd over Outlet Brook Bridge**

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(Amount in Words)

---

(Amount in Figures)

### **PROJECT B – River Rd over Roaring Brook Bridge**

---

(Amount in Words)

---

(Amount in Figures)

### **PROJECT C – River Rd over Holcomb Pond Outlet Brook Bridge**

---

(Amount in Words)

---

(Amount in Figures)

### **TOTAL (Project A, Project B & Project C)**

---

(Amount in Words)

---

(Amount in Figures)

The undersigned further understands that the contract will be awarded to the competent, qualified bidder submitting the lowest bid for the Total Bid.

## ADDENDA ACKNOWLEDGEMENT

Addendum No.

Date Received

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned agrees as follows:

1. The total contract price bid shall be accepted as full compensation for the complete work subject to additions or deductions in quantity of work performed or changes agreed upon.
2. Within twenty (20) days from the date of "Notice of Acceptance" of the Proposal, to execute the contract and to furnish a satisfactory labor, material and performance bond in the amount of 100% of the contract price.
3. To execute the work as specified herein as soon as possible after notice of award.
4. To comply with requirements as to the conditions of employment, wage rates and hours set forth in the bidding documents.
5. Progress Payments will be made on a percentage of completion basis monthly.
6. 5% Retainage will be withheld until final approval of project(s).

Bidder: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Social Security/Federal ID No: \_\_\_\_\_

Email: \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

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

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

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

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

## **NON-COLLUSIVE BIDDING CERTIFICATION**

1. By submission of this bid, the undersigned bidder and each person signing on behalf of such bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization — UNDER PENALTY OF PERJURY, that to the best of the undersigned's knowledge and belief:

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

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

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

2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3. The undersigned also acknowledges and agrees that the fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.

4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in paragraph 1 of this certificate, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or limited liability company.

Name of Bidder: \_\_\_\_\_  
(print full legal name)

Date Signed: \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Person Signing Certificate: \_\_\_\_\_  
(print full legal name of signer)

Bidder is (check one): ☐ an individual, ☐ a limited liability partnership, ☐ a limited liability company,  
☐ other entity (specify): \_\_\_\_\_

CONTRACTOR'S ACKNOWLEDGEMENT

(If Corporation)

STATE OF NEW YORK) SS:  
COUNTY OF ESSEX)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known, and known to me to be the \_\_\_\_\_  
of the Corporation described in and which executed the within instrument, who being duly sworn did depose  
and say that he, the said \_\_\_\_\_ reside at \_\_\_\_\_ and  
that he is \_\_\_\_\_ of said corporation and knows the corporate seal of the said  
corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by  
order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

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

CONTRACTOR'S ACKNOWLEDGEMENT

(If Individual)

STATE OF NEW YORK) SS:  
COUNTY OF ESSEX)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, and known to me to be the same  
person described in and who executed the within instrument and he duly acknowledged to me that he executed  
the same for the purpose herein mentioned and, if operating under and trade name, that the certificate required  
by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Essex  
County.

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

CONTRACTOR'S ACKNOWLEDGEMENT

(If Co-Partnership)

STATE OF NEW YORK) SS:  
COUNTY OF ESSEX)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, and known to me to be a member of the firm of and  
the person described in, and who executed the within instrument in behalf of said firm for the purposes herein  
mentioned and that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been  
filed with the County Clerk of Essex County.

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