PROJECT MANUAL

CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION

TOWN OF TICONDEROGA, NY

March 6, 2018

D035459 PIN 1760.50



Prepared For:

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



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

SUBMITTED IN ACCORDANCE WITH THE HIGHWAY LAW AND THE NYSDOT STANDARD SPECIFICATIONS OFFICIALLY FINALIZED AND ADOPTED ON JANUARY 1, 2018 AS POSTED ON THE DEPARTMENTS WEBSITE

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1 Page

Technical Specifications

Notice to Proceed (NTP)

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept sealed bids at the Office of the Purchasing Agent until 2:00 P.M. on March 29, 2018 for CR 43 Shore Airport Road, Roadway Surface Preservation.

The bids shall be opened publicly and read aloud on March 29, 2018 at 2:00 P.M. at the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York 12932.

Please contact the Purchasing Office at (518) 873-3330 for additional information concerning the bidding. Plans, specifications, standard proposals and drawings for the proposed work may be obtained on the County's website at: https://www.co.essex.ny.us/bidders/publicbids.aspx.

All bids submitted in response to this notice shall be marked "SEALED BID – SHORE AIRPORT ROAD" clearly on the outside of the envelope with the bidders name and address.

Dated: March 6, 2018

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

INFORMATION FOR BIDDERS

D035459 PIN 1760.50

CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION

TOWN OF TICONDEROGA, ESSEX COUNTY, NEW YORK

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.

This is a Unit Price bid. No bidder may withdraw his bid within forty-five (45) calendar days after the actual date of the opening thereof.

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

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

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

This project is being progressed through the New York State Statewide Transportation Improvement Program under PIN 1760.50. Construction will be in strict conformance with all NYSDOT and Federal Aid Requirements and governed by the NYSDOT Standard Specifications Section 100 – General Provisions and Section 200 thru 700 - Technical Specifications.

Essex County has included specific provisions and requirements, which are included in the project manual. Should there be any discrepancies between NYSDOT and Essex County requirements, the more stringent shall apply.

There is a 3% Disadvantaged Business Enterprise (DBE) Utilization Goal for this project.

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

The project is a pavement preservation project along Shore Airport Road (Essex County Route 43) from the intersection of NY 22/74 to the intersection of NY 9N/22. Included in the project are a pavement overlay, guide rail upgrades, signing & striping, and associated ancillary work.

****PROSPECTIVE BIDDERS SHALL NOTE THE FOLLOWING****

Contract documents will be provided electronically on the County's website at https://www.co.essex.ny.us/bidders/publicbids.aspx. Hard copy full and partial plan sets will NOT be distributed.

Contractors that obtain contract documents from a source other than the issuing office must notify the issuing office in order to be placed in the official plan holder's list, in order to receive addenda and other bid correspondence.

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

All bids shall be submitted on the bid sheets included in the package, and no other forms shall be accepted.

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.

Essex County affirmatively states that in regard to any contract entered into pursuant to these instructions, 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.

The contract shall be completed within 90 days from Notice to Proceed.

Please address all questions, in writing, to: lwolf@co.essex.ny.us.

Addenda will be posted on the Essex County Website, interested vendors are urged to check before submitting their bid.

The County will not issue Addenda, nor will its Engineer issue addenda nor respond to bidders questions five (5) days prior to the scheduled bid opening unless stated bid date is postponed.

Each bidder will need to complete, sign, have notarized and return the following documents with their Bid:

- 1) Vendor Responsibility Questionnaire
- 2) Certification of Compliance With Iran Divestment Act
- 3) Non-Collusive Bidding Certification

INSTRUCTIONS TO BIDDERS

PROJECT IDENTIFICATION:

a) Project Title: CR 43 Shore Airport Road, Roadway Surface Preservation

b) Owner: Essex County

c) <u>Engineer:</u> Greenman-Pedersen, Inc.

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1. <u>Defined Terms</u>

- 1.1. Certain additional terms used in theses Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
 - <u>Bidder</u> one who submits a bid directly to owner as distinct from sub-bidder, who submits a bid to a bidder.
 - <u>Issuing Office</u> the office from which the bidding documents are to be issued and where the bidding procedures are to be administered.
 - <u>Successful Bidder</u> the lowest responsible, responsive bidder to whom owner (on the basis of owners evaluation as hereinafter provided) makes an award.
 - <u>Agreement</u> The written contract between OWNER and CONTRACTOR covering the Work to be performed.
 - <u>Bid</u> The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 - <u>Bidding Documents</u> The advertisement or invitation to Bid, instructions to bidders, the Bid from, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids)
 - <u>Contract Times</u> The number of days to the dates stated in the Agreement; to achieve substantial completion and to complete the Work so that it is ready for final payment as evidence by ENGINEER's written recommendation of final payment.
 - <u>CONTRACTOR</u> The person, firm or corporation with whom Owner has entered into the Agreement.
 - <u>Drawings</u> The drawings which show the scope, extent, and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
 - <u>Effective Date of the Agreement</u> The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.
 - <u>Engineer</u> The person, firm or corporation named as such in the Agreement.
 - <u>Notice of Award</u> The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions present therein, within the time specified, OWNER will sign and deliver the Agreement.
 - <u>OWNER</u> The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the

- Agreement and for whom the Work is to be provided.
- Underground Facilities All pipelines, conduits, dusts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or material: electricity, gases, steam, liquid petroleum products, telephone, cable television, or other communications, sewage and drainage removal, traffic or other control systems or water.

2. Copies of Bidding Documents

- 2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Notice to Bidders may be obtained from the Issuing Office. If the bidding documents are obtained from a source other than the issuing office, contractor must notify issuing office in order to be placed on the official plan holder's list, receive addenda and other bid correspondence. Bids received from contractors other than those on the official plan holder's list will not be accepted.
- 2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Document.
- 2.3. Owner and Engineer in making copies of Bidding Documents Available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. Bidders Qualifications

All Bidders, including foreign and domestic corporations must be qualified and/or licensed to do business within the state where the project is located. The Owner reserves the right to make any investigation deemed necessary to determine bidder qualifications and responsibility. Bidder shall furnish to the Owner, upon request, all data pertinent thereto.

4. Examination of Contract Documents and Site

- 4.1. It is the responsibility of each bidder before submitting a Bid:
- 4.1.1. To examine thoroughly the Contract Documents and other related data identified in the bidding documents (including "technical data" referred to below);

- 4.1.2. To visit the site to become familiar with and satisfy Bidder as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work;
- 4.1.3. To consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work;
- 4.1.4. To study and carefully correlate Bidders knowledge and observations with the Contract Documents and such other related data;
- 4.1.5. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 4.2. Information and data or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof.
- 4.3. Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.4. On request, OWNER will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.
- 4.5. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception of the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by the Contract Documents, the Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents, and the Contract Documents are generally sufficient to indicate and convey

understanding of all terms and conditions for performing and furnishing the Work.

5. Availability of Lands for Work, etc.

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

6. <u>Interpretation and Addenda</u>

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

7. <u>Bid Security</u>

- 7.1. Each Bid must be accompanied by Bid security made payable to the OWNER in the amount of five percent (5%) of Bidders maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety.
- 7.2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by the OWNER until the earlier of the seventh day after the Effective

Date of the Agreement or the forty-fifth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the bid opening.

8. <u>Contract Times</u>

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment.

9. <u>Liquidated Damages</u>

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

10. Substitute and "Or-Equal" Items

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

11. Subcontractors, Suppliers and Others

11.1. The identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to the OWNER in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within five days of Notice of Award submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required.

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

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

11.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, apparent Successful Bidder, prior to the Notice of Award, shall identify in

writing to the OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

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

12. Bid Form

- 12.1. The Bid Form and the Bid Summary Form (where applicable) are included with the Bidding documents; additional copies may be obtained from Engineer (or issuing office).
- 12.2. All blanks on the Bid Form must be completed by printing in black ink or by typewriter.
- 12.3. Bids by corporations must be executed in the corporate name by the president or vice president (or corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5. All names must be typed or printed in black ink below the signature.
- 12.6. The Bid shall contain acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form.
- 12.7. The address and telephone number for communications regarding the Bid must be shown.
- 12.8. All documents set forth in the Bidders Checklist must be submitted with bid.

13. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement or Notice to Bidders and shall be enclosed in a sealed envelope, marked with the project title and name an address of Bidder and accompanied by the Bid security and other required documents (see bidders checklist). If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

14. Modification and Withdrawal of Bids

- 14.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are submitted at any time prior to the opening of Bids.
- 14.2. Where a unilateral error or mistake is discovered in a Bid, such Bid may be withdrawn after showing of the following: (1) the mistake is known or made known to the OWNER and ENGINEER prior to the awarding of the contract or within three days after opening of the Bid, whichever period is shorter; and (2) the price Bid was based on an error of such magnitude that enforcement would be unconscionable; and (3) the Bid was submitted in good faith and the Bidder submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the Bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn by inspection of the original work papers, documents or materials used in the preparation of the Bid; and (5) it is possible to place the OWNER in status quo ante.

15. Opening of Bids

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

16. Bids to Remain Subject to Acceptance

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

17. Award of Contract

17.1. To the fullest extent permitted by law OWNER reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, conditional Bids and to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate, to the extent permitted by law, contract times with the Successful Bidder.

- 17.2. Discrepancies between words and figures will be resolved in favor of the words. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 17.3. In evaluating Bids, OWNER will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, lump sum price and other data, as may be requested in the Bid form or prior to Notice of Award.
- 17.4. OWNER may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to Notice of Award.
- 17.5. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, to perform and furnish the Work in accordance with the Contract Documents to OWNERS satisfaction within the prescribed time.
- 17.6. If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates to OWNER that the award will be in the best interest of the project.
- 17.7. If the contract is to be awarded, OWNER will give successful Bidder a Notice of Award within forty-five (45) days after the day of the Bid opening.

18. Contract Security

When successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bond.

19. Signing of Agreement

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

20. <u>Prebid Conference</u>

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

21. Lobbying Activities on Federal Aid Contracts

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

22. Sales and Use Taxes

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

23. Non-Collusive Bidding Procedures

Each Bidder is required to comply with the requirement regarding non-collusive bidding procedures and shall submit the appropriate Non-Collusive Bidding Certification and Non-Collusive Bidding Certification Bidder Information with the Bid. Knowledge of bid collusions or other questionable contract related practices shall be reported per the instructions contained in Reporting Violations of the Non-Collusive Bidding Procedures, Misconduct, or other Prohibited Contract Activities.

24. Disadvantaged Business Enterprise Utilization Goals

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

25. Equal Employment Opportunity Participation Goals

The provisions for Equal Employment Opportunity Participation Goals are set forth in Appendix A.

26. Schedule for Bid and Award of Contract

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

Notice of Award	No later than 45 days following Bid Opening		
Signed Documents returned by	No later than 15 days		
Contractor	following Notice of Award		

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

27. <u>Prevailing Wages</u>

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

28. Federal Aid Contract

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

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

29. Delegation of Authority

Where reference is made to New York State, Commissioner of Transportation, State Department of Transportation Officials and Employees, etc., either in these specifications or the NYSDOT Standard Specification, Construction and Materials it shall mean the appropriate County, Bureau or Official.

The County or its authorized representative shall make all final interpretations of any questions or irregularities arising out of these specifications and the NYSDOT *Standard Specification, Construction and Materials* used on this project.

Under subsequent sections of this document the term "OWNER" shall mean the County and being the governmental unit whose name is given on the Contract Document cover.

PIN 1760.50

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

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

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

Available	Not Available	Information		
	X	Utility Estimate Sheets with Names of Utility Officials		
	X	ight of Way Plan		
	X	Earthwork Cross Sections		
	X	Earthwork Sheets		
	X	Drainage Estimate Sheets		
	X	Sign Face Layouts		
X		Logs of Subsurface Exploration		
	X	Tabulated Results of Probing		
	X	Tabulated Depth to Bed Rock		
	X	Logs Showing Laboratory Description of Soil Samples		
	X	Laboratory Test Data from Soil Samples		
	X	Rock Outcrop Maps		
	X	Granular Materials Resources Survey Reports		
	X	Terrain Reconnaissance Reports		
	X	Subsurface Data Obtained from Sources Outside the Department		
	X	Granular Material Sources Report		
X		Record Plans		
	X	SPDES Report/SWPPP		

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

Linda Wolf
Purchasing Agent
Essex County Government Center
7551 Court Street – PO Box 217
Elizabethtown, NY 12932

NON-BIDDERS RESPONSE

VENDOR	
NAME:	
firm's response to co	ving to improve our bidding process, as well as to facilitate your pur future invitations to bid, we are interested in ascertaining reasons to bid on this particular project. In this regard, please provide a short for your choice not to bid in the space provided below:

BIDDER'S CHECKLIST

In order to submit a complete bid, Bidders must submit the following documents: Bid Form (BF-1 to BF-4) Certified Copy of Resolution of Board of Directors (For Corporations) (BF-5) Bid Summary Form(s) (BS-1 to BS-9) Non-Collusive Bidding and Disbarment Certifications (Appendix A, A-6 to A-11) Bid Bond or Certified Bank Check (BB-1 to BB-2) Affidavit of Worker's Compensation (WC-1) Certification of Compliance Iran Divestment Act (ID-1) Lobbying Certification (Appendix A, A-1 to A-5) D/M/WBE Utilization Goals (DMWBE-1) Proof of Ability to do Work in NYS or Covenant to Obtain (obtained from NY Dept of State) Also the following forms are due from the apparent responsible low bidder no later than 7 days after bid opening: NYS Uniform Contracting Questionnaire with attachments (17 pages minimum) One AAP-19 from the Prime Contractor

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

One AAPHC-89 from each DBE subcontractor proposed

BID FORM

PIN 1760.50

PROJECT IDENTIFICATION:

		CR 43 Shore Airport Road, Roadway Surface Preservation Essex County, New York		
CONTRAC	CT IDENTIFICATION:	D035459		
THIS BID IS SUBMITTED TO:		Linda Wolf Purchasing Agent Essex County Government Center 7551 Court Street – PO Box 217 Elizabethtown, NY 12932		
agr fur Bid	eement with OWNER in the form nish all work as specified or indicate.	s and agrees, if this bid is accepted, to enter into an mincluded in the Contract Documents to perform and cated in the Contract Documents for the Bid Price and in accordance with the other terms and conditions of		
Ins Bid Bid Ag	tructions to Bidders, including wall security. This Bid will remain solopening. Bidder will sign and reement with the Bonds and oth	aditions of the Advertisement or Notice to Bidders and without limitation those dealing with the disposition of subject to acceptance for forty-five (45) days after the deliver the required number of counterparts of the are documents required by the Bidding Requirements the of OWNER's Notice of Award		
	BIDDER has examined and of	presents as more fully set forth in the Agreement, that: carefully studied the Bidding Documents and the all which is hereby acknowledged: (List Addenda by		
b.		and become familiar with and is satisfied as to the ons that may affect cost, progress, performance, and		

c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of work.

furnishing of the work.

- d. BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this Bid is submitted as indicated in the Contract Documents
- e. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, test, studies, and data with the Contract Documents
- f. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- 4. Bidder will complete the Work in accordance with the Contract Documents for the following price:

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

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

- 5. BIDDER agrees that the Work will be substantially completed and ready for final payment before the dates or within the number of calendar days indicated in the Agreement.
 - BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
- 6. The following documents are attached to and made a condition of this Bid:
 - a. All documents set forth in the Bidders Checklist.

TOTAL BID FOR ALL UNIT PRICES (BASE BID)

7. Communication	ons concerning this Bid shall be addressed in	writing to:
Essex County Gov 7551 Court Street Elizabethtown, NY Attn. Linda Wolf,	– PO Box 217 Y 12932	
8. Terms used in	this Bid will have the meanings indicated in	the Instructions.
SUBMITTED on		20
CONTRACTOR_	(Signature of Authorized Representative)	
	(Print Name)	
	(Title)	

BIDDER INFORMATION SHEET

NAME OF BIDDER: *
ADDRESS:
PHONE NUMBER:
TYPE OF ENTITY: CORPORATION PARTNERSHIP INDIVIDUAL
IF A NON-PUBLICLY OWNED CORPORATION:
NAME OF CORPORATION:
LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING SHARES):
LIST OF OFFICERS:
LIST OF DIRECTORS:
DATE OF ORGANIZATION:
IF A PARTNERSHIP:
PARTNERS:
NAME OF PARTNERSHIP:
DATE OF ORGANIZATION:

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

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

	(NAME OF CORPO	ORATION)	
"Resolved that		,	
	(Person Authorized to Sign)	(Title)	
of(Name of C	authorized to	sign and submit Bid for this corp	oration for
the following project	t:		
		lusion, and for any inaccuracies or shall be liable under the penalties	
The foregoing is true	e and correct copy of resolution a	dopted by:	
	(NAME OF CORPO	ORATION)	
At meeting of its Bo	ard of Directors held on the	day of	20
	By		
	Title_		
(SEAL)			

The above form must be completed if the Bidder is a corporation

P.I.N. 1760.50

CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION

ITEM NUMBER ESTIMATED		ITEM DESCRIPTION WITH	UNIT BID PRICE		AMOUNT BID	
	QUANTITY	TITY UNIT BID PRICE WRITTEN IN WORDS		CENTS	DOLLARS	CENTS
		UNCLASSIFIED EXCAVATION AND DISPOSAL				
203.02	1,400					
	·					
		PER CUBIC YARD				
		SHOULDER BACKUP MATERIAL				
203.24010017	1,088					
		PER TON				
		SUBBASE COURSE, TYPE 2				
304.12	1,450					
		PER CUBIC YARD				
		PLANT PRODUCTION QUALITY ADJUSTMENT TO HMA				
402 000040		ITEMS				
402.000013	716	Seventy				
		PER QUALITY UNIT	65	00	46540	00
		PAVEMENT DENSITY QUALITY ADJUSTMENT TO HMA				
402 00000		ITEMS				
402.000023	677	Seventy				
		PER QUALITY UNIT	65	00	44005	00

ARRY F	ORWARD	

P.I.N. 1760.50

CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION

ITEM NUMBER	M NUMBER ESTIMATED ITEM DESCRIPTION WITH		UNIT BI	D PRICE	AMOUNT BID	
	QUANTITY	UNIT BID PRICE WRITTEN IN WORDS	DOLLARS	CENTS	DOLLARS	CENTS
		TEST SECTION ADJUSTMENT TO HMA ITEMS				
402.000053	600	Seventy				
		PER QUALITY UNIT	65	00	39000	00
402.017903	350	TRUE & LEVELING F9, SUPERPAVE HMA, 70 SERIES COMPACTION				
		PER TON				
		12.5 F2 TOP COURSE HMA, 50 SERIES COMPACTION				
402.125203	12,900					
		PER TON				
		25 F9 BINDER COURSE HMA, 50 SERIES COMPACTION				
402.255903	130					
		PER TON				
402.376903	330	37.5 F9 BASE COURSE HMA, 60 SERIES COMPACTION				
		PER TON				

CARRY FORWARD	

P.I.N. 1760.50

CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION

ITEM NUMBER	ESTIMATED			D PRICE	AMOUNT BID	
	QUANTITY	UNIT BID PRICE WRITTEN IN WORDS	DOLLARS	CENTS	DOLLARS	CENTS
		DILUTED TACK COAT				
407.0102	240					
		PER GALLON				
		STRAIGHT TACK COAT				
407.0103	12,400					
		PER GALLON				
		ASPHALT PAVEMENT JOINT ADHESIVE				
418.7603	29,500					
		PER LINEAR FOOT				
		MISCELLANEOUS COLD MILLING OF BITUMINOUS				
		CONCRETE				
490.30	1,150					
		PER SQUARE YARD				
		ALTERING DRAINAGE STRUCTURES, LEACHING BASINS				
604.070101	1	AND MANHOLES				
30 1107 0101	<u>-</u>					
		EACH				

CARRY FORWARD	
LANNI FUNWAND	

P.I.N. 1760.50

CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION

ITEM NUMBER	TEM NUMBER CUANTITY UNIT BID PRICE WRITTEN IN WORDS		UNIT BI	D PRICE	AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
		PREFABRICATED ADJUSTMENT RINGS FOR MANHOLES				
604.10	1					
		EACH				
		BOX BEAM GUIDE RAILING				
606.10	10,750					
		PER LINEAR FOOT				
		BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED)				
606.100002	1,325					
		PER LINEAR FOOT				
		BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA				
606.120201	22					
		EACH				
		REMOVING AND DISPOSING CABLE GUIDE RAILING				
606.70	8,500					
		PER LINEAR FOOT				

CARRY FORWARD		

P.I.N. 1760.50

CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION

ITEM NUMBER	ESTIMATED	ITEM DESCRIPTION WITH					AMOU	NT BID
	QUANTITY	UNIT BID PRICE WRITTEN IN WORDS	DOLLARS	CENTS	DOLLARS	CENTS		
606.79		REMOVING AND DISPOSING ANCHORAGE UNITS FOR CABLE GUIDE RAILING						
		EACH						
608.020102		HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS ,AND VEGETATION CONTROL STRIPS						
		PER TON						
619.01	1	BASIC WORK ZONE TRAFFIC CONTROL						
		LUMP SUM						
621.04	1	CLEANING DRAINAGE STRUCTURES						
		EACH						
623.02	16	CRUSHED GRAVEL (BY WEIGHT)						
		PER TON						

CARRY FORWARD		

P.I.N. 1760.50

CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION

ITEM NUMBER	ESTIMATED	ITEM DESCRIPTION WITH	UNIT BID PRICE		AMOUNT BID	
	QUANTITY	UNIT BID PRICE WRITTEN IN WORDS	DOLLARS	CENTS	DOLLARS	CENTS
		ASPHALT CONCRETE GUTTERS				
624.020101	36					
		PER TON				
		SURVEY OPERATIONS				
625.01	1					
		LUMP SUM				
		CUTTING PAVEMENT				
627.50140008	2,950					
		PER LINEAR FOOT				
		ENGINEER'S FIELD OFFICE - TYPE 1				
637.11	4					
		PER MONTH				
		OFFICE TECHNOLOGY AND SUPPLIES				
637.34	1	OFFICE TECHNOLOGY AND SUPPLIES				
		DOLLARS & CENTS				

CARRY FORWARD		

P.I.N. 1760.50

CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION

ITEM NUMBER	ESTIMATED	ITEM DESCRIPTION WITH	UNIT BI	UNIT BID PRICE		NT BID
	QUANTITY	UNIT BID PRICE WRITTEN IN WORDS	DOLLARS	CENTS	DOLLARS	CENTS
645.5202	520	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS, HIGH-VISIBILITY SHEETING				
		PER SQUARE FOOT				
645.81	82	TYPE A SIGN POSTS				
		EACH				
647.52	1	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE II (30 - 100 SQUARE FEET)				
		EACH				
647.61	98,000	REM AND DISPOSE GROUND MOUNTED TYPE A SIGN SUPPORT(S), FDNS AND ANY ATTACHED SIGNS - SIZE I (UNDER 30 SQUARE FEET)				
		EACH				
685.11	46,626	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS				
		PER LINEAR FOOT				

CARRY FORWARD	
LANNI FUNWAND	

P.I.N. 1760.50

CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION

BROUGHT FORWARD_____

ITEM NUMBER	ESTIMATED	ITEM DESCRIPTION WITH	UNIT BI	D PRICE	AMOU	NT BID
	QUANTITY	UNIT BID PRICE WRITTEN IN WORDS	DOLLARS	CENTS	DOLLARS	CENTS
685.12	45,520	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS				
		PER LINEAR FOOT				
685.14	4	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 20 MILS				
		EACH				
		FIELD CHANGE PAYMENT				
697.03	98,000	One				
		DOLLARS & CENTS	1	00	98000	00
		ASPHALT PRICE ADJUSTMENT				
698.04 14,673	One					
	DOLLARS & CENTS	1	00	14673	00	
		FUEL PRICE ADJUSTMENT				
698.05	2,222	One				
		DOLLARS & CENTS	1	00	2222	00

CARRY FORWARD _____

P.I.N. 1760.50

CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION

ITEM NUMBER	ESTIMATED	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
	QUANTITY		DOLLARS	CENTS	DOLLARS	CENTS
		STEEL/IRON PRICE ADJUSTMENT				
698.06	100	One				
		DOLLARS & CENTS	1	00	100	00
		MOBILIZATION				
699.040001	1	Cannot exceed 4% of bid total				
		LUMP SUM				
TOTAL OR GROSS SUM WRITTEN IN WORDS (BASE BID):						
			\$			

BID BOND

Any singular reference to Bidder, Surety,	Owner or other party shall be consi	idered plural where applicable.
BIDDER (Name and Address):		
SURETY (Name and Address of Principa	l Place of Business):	
OWNER (Name and Address):		
BID Bid Due Date: Description (Project Name and Inclu	de Location):	
BOND Bond Number: Date (Not earlier than Bid due date): Penal sum		\$
Surety and Bidder, intending to be legally Bid Bond to be duly executed by an author		
BIDDER	SURETY (Seal)	(Seal)
Bidder's Name and Corporate Seal	Surety's Name and C	
By: Signature	By: Signature (A	Attach Power of Attorney)
Print Name	Print Name	<u> </u>
Title	Title	
Attest:	Attest:	
Signature	Signature	
Title	Title	
Note: Above addresses are to be used for parties, such as joint venturers, if necessary		le execution by any additional

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

AFFIDAVIT OF WORKERS COMPENSATION

State of				
County of	SS:	SS:		
of				
	•	s or that he has applied for a Workers the preceding contract, and to comply with		
	S	Signed:		
Subscribed and sworn to b	efore me			
thisday of	, 20			
Notary Public				

IRAN DIVESTMENT ACT

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

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract.

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

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

Authorized Signature	Title	Date
Firm Name		

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

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

Disadvantaged Business Enterprise (DBE) Utilization Goal	<u>3%</u>	(Federal Aid Only)
Minority Business Enterprise (MBE) Utilization Goal	<u>0%</u>	(Non-Federal Aid Only)
Women's Business Enterprise (WBE) Utilization Goal	0%	(Non-Federal Aid Only)

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

NYS Department of Transportation
Office of Civil Rights
Sixth Floor
Albany, NY 12232
(518) 457-1129
https://www.dot.ny.gov/main/business-center/civil-rights

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

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

Disadvantaged Business Enterprise Officer

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

Bidder Designated D/M/WBE Officer	
	(Name)
	(Title)
Telephone Number	

RETURN THIS PAGE WITH BID

EXHIBIT C

INSURANCE REQUIREMENTS - PUBLIC WORKS CONTRACTORS

- I. The Contractor <u>and each of its subcontractors</u> shall procure and maintain during the entire term of the contract the following required insurance:
 - → Commercial General Liability Insurance \$1,000,000 per occurrence / \$2,000,000 aggregate, including coverage for liability assumed by contract, completed operations, explosion, collapse, underground hazard and products liability.
 - → Automobile Liability \$1,000,000 combined single limit for owned, hired and borrowed and 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 <u>additional insured</u> on the Contractor's Commercial General Liability, Automobile Liability and Excess/Umbrella Liability insurance policies, and
 - (b) a <u>named insured</u> on the Owners & Contractors Protective Liability Insurance Policy.
- III. The policy/policies of insurance furnished by the Contractor shall:
 - → be from an A.M. Best rated "A" New York State licensed insurer; and
 - → contain a 30-day notice of cancellation
- IV. The Contractor agrees to indemnify the County for any applicable deductibles.
- V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.
- 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.
- VIII. 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.
- X. All Contractors Subcontractors shall comply with these provisions and shall list the County as 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, legal costs, 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. This language shall be inserted by Contractor in all agreements between Contractor and its subcontractors and subcontractors will indemnify and hold harmless the County pursuant to its terms.

6. **Discrimination Prohibited**

The services to be furnished and rendered under this agreement by the Contractor shall be available to any and all residents of Essex County without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

7. Non-Discrimination In Employment

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. In the event that this is a contract to be performed in whole or in part within the State of New York for (a) the construction, alteration or repair of any public building or public work, (b) for the manufacture, sale or distribution of materials, equipment or supplies, (c) for building service, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:

- (1) discriminate in hiring against any citizen who is qualified and available to perform the work; or
- (2) discriminate against or intimidate any employee hired for the performance of work under this contract.

The Contractor agrees to be subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as to possible termination of this contract or forfeiture of all moneys due hereunder for a second or subsequent violation.

8. <u>Damage/Injury To Persons & Property</u>

The Contractor shall promptly advise the County of all damages to property of the County or of others, or of injuries incurred by persons other than employees of the Contractor, in any manner relating, either directly or indirectly, to the performance of this agreement.

9. **Records**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records") in accordance with the following requirements:

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the County Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

The County shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

10. Claims For Payment

All invoices or claims for which payment is sought from the County must be submitted in accordance with the following:

- (a) each claim for payment must include
 - (1) an invoice detailing the claim,
 - (2) copies of all documentation supporting the claim,
 - (3) a properly completed County standard voucher, which includes
 - (i) the County contract number under which payment is being claimed, AND
 - (ii) the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. [Failure to include this number or numbers will prevent and preclude payment by the County; except that where the payee does not have such number or numbers, the payee, on the invoice or County voucher, must give the reason or reasons why the payee does not have such number or numbers and such reasons constitute a valid excuse under law.]
- (b) Unless otherwise provided in this agreement, each claim for payment must be submitted to the County no later than 30 days after the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (c) Notwithstanding any other provision of this agreement, no claim for payment shall be valid, and the County shall not be liable for payment thereof, unless it is submitted to the County within 30 days of the close of the calendar year in which the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (d) Unless otherwise provided in this agreement, the requirements of this paragraph 10, and/or of any other provisions of this agreement which supersede the same, shall constitute conditions precedent to the County's payment obligation, and failure to comply with any or all of said requirements shall entitle the County to deny payment.
- (e) As a further condition of payment, each claim of payment shall be accompanied by a Contractor and Sub-Contractor Progress Payment Waiver, Release and Discharge, and each Final Payment shall be accompanied by a Contractor and Sub-Contractor Final Payment, Waiver and Release form. As well as a Contractor Affidavit relative to Final Payment. Copies of these forms are attached and made a part hereof. (Please disregard if these forms do not pertain).

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 the Essex County Supreme Court or any other court of competent jurisdiction within Essex County, 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. <u>Executive Order Debarment/Suspension</u>

In the event that this contract involves the Contractor furnishing goods and services in excess of \$100,000.00, or constitutes a subaward to subrecipients, under any Federal program, grant or other funding source, then by executing this agreement the Contractor certifies that neither it nor any of its principals are suspended or debarred within the scope or meaning of Executive Orders 12549 and 12689, any Federal or State regulation implementing or codifying the same, or any other Federal or State law, rule or regulation.

24. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

In the event that this contract involves the use or disclosure of protected health information within the meaning or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, the following provisions of this paragraph shall apply.

- (a) <u>Definitions.</u> The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.
 - (1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.
 - (2) "Covered Entity" shall mean Essex County (the "County"), its departments, agencies, officers and employees.
 - (3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
 - (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.

- (5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.
- (6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.
- (7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

(b) Obligations and Activities of Contractor.

Contractor agrees to:

- (1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
- (2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;
- (4) report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
- (5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;
- (6) provide access, at the request of the County, and in the time and manner designated by the County or the Secretary, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (7) make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an Individual, and in the time and manner designated by the County or the Secretary;
- (8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, and/or to the Secretary, in a time and manner designated by the County or by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule;
- (9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;
- (10) provide to the County or an Individual, in time and manner designated by the County or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(c) 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) <u>Miscellaneous.</u>

- (1) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.
- (4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

25. **Severability**

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

26. Entire Agreement

This agreement is the entire agreement between the parties, and the same shall be construed in accordance with the laws of the State of New York.

27. For Medicaid/Federal Health Care Related Work

Excluded/Debarred Party Clause

The Vendor/Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event Vendor/Contractor, or one of it employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

If Vendor/Contractor is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program"

as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program. The Vendor/Contractor further represents and warrants it will, at a minimum, check monthly all of it employees and subcontractors against:

- The General Services Administration's Federal Excluded Party List System (or any successor system,
- The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,
- The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered the Vendor/Contractor will notify Essex County in writing within three (3) days after such event.

Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

28. Cooperative Purchasing (Piggybacking)

Pursuant to General Municipal Law §103 and County Law §408-a, any political sub-division 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 (Piggyback) provided, and on condition that this present contract was **LET TO THE LOWEST RESPONSIBLE BIDDER**. Therefore all terms and conditions under this contract are extended to other political sub-divisions and governmental entities.

Purchases under this contract by any other political sub-division other than Essex County shall be pursuant to the terms and conditions of Resolution No. 207 of 2013 dated July 1, 2013.

CONTRACTOR PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT:	
OWNER:	ESSEX COUNTY
CONTRACT	OR:

WITNESSETH:

The above-named Contractor, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its' successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrant, covenant and agree as follows:

- 1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
- Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
- 3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) the Project Architect/Engineer; and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).
- 4. For and in consideration of the sum of \$_______, and other good and valuable consideration, which sum is acknowledged as being the full and total amount due or allegedly due or owing from the Releasees to the Releasor <u>as of the date hereof</u>, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, <u>as of the date hereof</u>, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.
- 5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor.
- 6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. and record		easor hereby easor at any t				s the rig	ght to revie	w and a	udit	any a	and b	oooks
	WITNESS	WHEREOF , 20	this	instrument	has	been	executed	this _		day	of	
						Re	eleasor			_		
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					(Print N	ame)					
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STATE OF	F NEW YOR	RK)) SS:)										
Releasor i	dentified her	ein; I am fully statements o	autho	orized to exec	cute tr	nis insti	rument on	behalf o	:: I re rjury; of the	eside I am Rele	at the asoi	of the
				Vendor/Rele	easor	Agent	Sign Here	•				
Sworn to be day of	pefore me th	is 20										
Nota	ary Public											

CONTRACTOR FINAL PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: _			
OWNER:			
CONTRACTO	OR:		

WITNESSETH:

The above-named Contractor, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its' successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

- 1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
- Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the abovenamed Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
- 3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) Essex County, its agencies and departments (including but not limited to its Office for the Aging); and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).
- 4. For and in consideration of the sum of \$\(\), and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.
- 5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor.
 - 6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services,

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.
IN WITNESS WHEREOF this instrument has been executed this day of, 20
By
STATE OF NEW YORK, COUNTY OF ESSEX)ss:
I,, being duly sworn, depose and say that: I reside at, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.
Vendor/Releasor Agent Sign Here
Sworn to before me this
Notary Public

materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

CONTRACTORS AFFIDAVIT RELATIVE TO FINAL PAYMENT

PROJECT:
OWNER:
CONTRACTOR:
WITNESSETH:
The herein below designated representative of the Contractor being duly sworn deposes and states:
1. He is duly authorized to sign this Affidavit on behalf of the Contractor.
2. That all payrolls, bills for materials and equipment, and other indebtedness connection with the work for which the County or the County's property might be responsible or encumbered have been paid or otherwise satisfied and there remain no further indebtedness or bills outstanding.
3. Attached hereto and made a part hereof is a valid certificate of insurance evidencing that insurance required by the contract documents will remain in full force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the owner.
4. Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents.
5. Attached hereto and made a part hereof at Schedule B is a detailed list of all sub-contractors and material suppliers.
6. Contractor warrants and represents that all sub-contractors, material suppliers and fringe benefit trust funds for employees of contractor and sub-contractors on the portion of the project encompassed by the work, as well as all workers and persons employed in connection therewith have been paid in full for all labor and work and materials furnished.
7. Contractor releases and waives any and all public improvement lien rights which contractor has against the County.
IN WITNESS WHEREOF, deponent has executed this document on day of
Contractor
By:
(Print Name)
(Title)

STATE OF NEW YORK)
) SS: COUNTY OF)
I,, being duly sworn, depose and say that: I reside at, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.
Vendor/Releasor Agent Sign Here
Sworn to before me this day of, 20
Notary Public

SUBCONTRACTOR/SUPPLIER PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT:	
OWNER:	ESSEX COUNTY
CONTRACTOR	₹:
SUBCONTRAC	CTOR/SUPPLIER:

WITNESSETH:

The above-named Subcontractor/Supplier, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its, successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

- 1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
- 2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
- 3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
- 4. For and in consideration of the sum of \$_______, and other good and valuable consideration, which sum is acknowledged as being the full and total amount due or allegedly due or owing from the Releasees to the Releasor <u>as of the date hereof</u>, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, <u>as of the date hereof</u>, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.
- 5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor.

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7. and re		easor hereby Releasor at					ght to revie	ew and a	udit any a	and books
	WITNESS	WHEREOF , 20 .	this	instrument	has	been	executed	l this _	day	of
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STAT	E OF NEW	YORK)							
COUN	NTY OF	YORK) SS:)							
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				Vendor/R	eleaso	or Age	nt Sign H	lere		
	to before n									
No	tary Public									

SUBCONTRACTOR/SUPPLIER FINAL WAIVER, RELEASE AND DISCHARGE

PROJECT:		_
OWNER:	 	
CONTRACTOR:		
SUBCONTRACTOR/SUPPLIER:		

WITNESSETH:

The above-named Subcontractor/Supplier, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its, successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

- 1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
- 2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
- 3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
- 4. For and in consideration of the sum of \$_______, and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.
- 5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished

or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor.

materials and/or equipment provided to it in connection with the Project and/or any contract relating

The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services,

IN WITNESS	WHEREOF	this	instrument	has	been	execut	ted	this		day	of
					R	eleasor	-				
			By:								
					(Print	Name))				-
					(7	Γitle)					
STATE OF NEW COUNTY OF	YORK) SS:)									
am the of the Re of the Releasor; correct.	leasor identifie	ed her	ein; I am full	ly auth	norized	to exe	cute	this	instru	ıment	on behalf
			Vendor/Re	eleaso	or Age	nt Sign	ı Her	re			
Sworn to before i											
Notary Public											

APPENDIX E



ESSEX COUNTY

Office of the Purchasing Agent

7551 Court Street, P.O. Box 217 Elizabethtown, NY 12932 518-873-3330/Fax 518-873-3339

GENERAL SPECIFICATIONS FOR PROCUREMENT CONTRACTS

Adopted May 20, 1999.

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<u>PART I</u> General Provisions

- 1. APPLICABILITY The terms and conditions set forth herein are expressly incorporated in and applicable to all procurements and resulting procurement contracts let by the Office of the Essex County Purchasing Agent where incorporated by reference in its Bid Documents. The provisions herein shall govern such procurement or contract unless expressly modified or amended by the terms of a Bid Specifications, or a negotiated Contract/Clarification document, if any. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.
- 2. GOVERNING LAW The laws of the State of New York shall govern and apply to the procurement, any resulting contract and for determinations in a court of competent jurisdiction in New York of any and all disputes, litigation or interpretations arising from or connected with the procurement or contract, except where expressly superseded in a specific contract letting or where the Federal supremacy clause requires otherwise. These specifications are modeled after and upon the specifications developed and used by the New York State Office of General Services for procurements by New York State.
- **3. APPENDIX A / INSURANCE** The mandatory terms for all Essex County contracts are expressly incorporated herein and in all bid documents and/or resulting contracts, such terms being set forth in Appendix A (Standard Clauses for Essex County Contracts). Insurance requirements are also attached and incorporated herein.
- **4. ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of the *General Municipal Law*, the *Public Officers Law*, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State and/or municipalities. In signing the bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving Essex County and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.
- **5. CONFLICT OF CLAUSES** Conflicts between procurement or contract documents shall be resolved in the following order of precedence:
 - (a) Appendix A (Standard Clauses for Essex County Contracts)
 - **(b)** Contract/Clarification Documents Writing(s) setting forth the final agreements, clarifications, terms, statement of work and/or modifications between the Bid Documents and Contractors Bid or Mini-bid.
 - (c) Bid Documents Bid Specifications prepared by Essex County
 - (d) Contractors Bid or Proposal

6. **DEFINITIONS**

Terms used in this document shall have the following meanings:

AGENCY OR AGENCIES Essex County, New York, acting by or through one or more departments, boards, commissions, offices or institutions of Essex County.

ANCILLARY PRODUCT: Product which is purchased or licensed on a restricted use basis in conjunction with the principal manufacturers Product being acquired (e.g. may be used only in combination, or by educational institutions for research use).

AUTHORIZED USER(S) Agencies, or any other entity authorized by Essex County to participate in Essex County procurement contracts (including but not limited to political subdivisions, public authorities, school districts and public benefit corporations), provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation. The term "Authorized User" shall include "Licensees."

BID OR BID PROPOSAL An offer or proposal submitted by a Bidder to furnish a described product or a solution or means of achieving a practical end, at a stated price for the stated contract term.

BIDDER Any individual or other legal entity, (including but not limited to partnership, firm or corporation) which submits a bid in response to a Bid Solicitation. The term Bidder shall also include "offeror" and/or "contractor".

BID DOCUMENTS Writings setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, e.g. Appendix A (Standard Clauses for NYS Contracts), Appendix B, (General Specifications). Where these General Specifications are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

BID SOLICITATION The notice or advertisement of an intent to purchase a specified Product by or on behalf of Authorized User(s).

BID SPECIFICATION A written description drafted by Essex County or an authorized user setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these *General Specifications* are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

CONTRACT The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a contract has been established.

CONTRACTOR Any successful Bidder(s) to whom a contract has been awarded by the Purchasing Agent. The term "Contractor" includes Licensors.

COUNTY Essex County, New York.

EMERGENCY An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

ERROR CORRECTIONS Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

GROUP A classification of Product (commodities, services or technology).

INVITATION FOR BIDS (IFB) A type of Bid Document which is most typically used where requirements can be stated and award will be made to the lowest responsive bid submitted by the most responsible Bidder(s).

LATE BID For purposes of bid openings held and conducted by the Essex County Purchasing Agent, a bid not received in such place as may be designated on the Bid Specifications or in the Office of the Essex County Purchasing Agent, at or before the date and time established in the Bid Specifications for the bid opening.

LETTER OF ACCEPTANCE A letter to the successful Bidder(s) indicating acceptance of its bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a contract but is not an order for Product, and Contractor should not take any action with respect to actual contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes ancillary products, error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g. patches, fixes, PTFs, programs, code or data conversion, or custom programming).

LICENSEE The County, or one or more Agencies or Authorized Users who acquire Product from Contractor by execution of a license in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) on whose behalf the license was executed who took receipt of the Product, and who shall be solely responsible for performance and liabilities incurred.

LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

MULTIPLE AWARD A determination and award of a contract in the discretion of the Purchasing Agent to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

NEW PRODUCT RELEASES (Product Revisions) Any commercially released revisions to the version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

PROCUREMENT RECORD Documentation by the Essex County Purchasing Agent of the decisions made and approach taken during the procurement process.

PRODUCT A deliverable under any Bid or Contract which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

PURCHASE ORDER The County's fiscal form or format which is used when making a purchase.

REQUEST FOR PROPOSALS (RFP) A type of Bid Document which is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value", as defined by the County's Procurement Policy and New York Law.

REQUEST FOR QUOTATION (RFQ) A type of Bid Document which can be used when a formal bid opening is not required (e.g. discretionary, sole source, single source or emergency purchases).

RESPONSIBLE BIDDER A Bidder that is determined to have skill, judgment and integrity, and that is found to be competent, reliable, experienced and qualified financially, as determined by the Purchasing Agent.

RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the Purchasing Agent.

SINGLE SOURCE A procurement where two or more offerors can supply the required Product, and the Purchasing Agent may award the contract to one Bidder over the other.

SOLE SOURCE A procurement where only one offeror is capable of supplying the required Product.

Bid Submission

- **7. BID LANGUAGE & CURRENCY** All offers (tenders), and all information and Product documentation required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$ US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.
- **8. BID OPENING** Bids may, as applicable, be opened publicly. The Purchasing Agent reserves the right at anytime to postpone or cancel a scheduled bid opening.
- **9. BID SUBMISSION** The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

All bids shall comply with the following:

- (a) Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their bids to the location set forth in the Bid Specifications prior to the stated bid opening date/time.
- **(b)** A bid return envelope, if provided with the Bid Specifications, should be used with the bid sealed inside. If the bid response does not fit into the envelope, the bid envelope should be taped onto the outside of the sealed box or package with the bid inside. If using a commercial delivery company which requires use of their shipping package or envelope, Bidders sealed bid, labeled as detailed below, should be placed within the shippers sealed envelope to ensure that the bid is not prematurely opened. All bids must have a label on the outside of the package or shipping container outlining the following information:

"BID ENCLOSED" (bold print, all capitals)
IFB or RFP Number
Bid Submission date and time

In the event that a Bidder fails to provide such information on the return bid envelope or shipping material, the County reserves the right to open the shipping package or envelope to determine the proper bid number or Product group, and the date and time of bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the bid or the procurement. Notwithstanding the County's right to open a bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

10. FACSIMILE SUBMISSIONS Unless specifically authorized by the terms of the Bid Specifications,

facsimile bids ARE PROHIBITED AND SHALL NOT BE ACCEPTED. Where the bid specifications are silent as to the submission of bids by facsimile, no fax bids shall be permitted or accepted. Where specifically authorized, the following rules and conditions apply:

- (a) FAX number(s) indicated in the Bid Specifications must be used.
- **(b)** Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Purchasing Agent bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidders access to such equipment at any specific time.
- (c) Bidders are solely responsible for submission and receipt of the entire facsimile bid by the Essex County Purchasing Agent prior to bid opening and must include on the first page of the transmission the total number of pages transmitted in the bid, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Purchasing Agent.
- (d) Facsimile bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.
- **11. AUTHENTICATION OF FACSIMILE BIDS** The act of submitting a bid by facsimile transmission, when, as and if specifically authorized, including an executed signature page, shall be deemed a confirming act by Bidder which authenticates the signing of the bid.
- 12. LATE BIDS Any bid received at the specified location after the time specified will be considered a late bid. A late bid shall not be considered for award unless acceptance of the late bid is in the best interests of Essex County and either (a) no timely bids meeting the requirements of the Bid Documents are received, or (b) in the case of a multiple award, an insufficient number of timely bids were received to satisfy the multiple award. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of Essex County, shall not excuse late bid submissions. Otherwise, all late bids will not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 13. BID CONTENTS Bids must be complete and legible. All bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified in the Bid Specifications. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Purchasing Agent or may be grounds for rejection of the bid. Changes, corrections and/or use of white-out in the bid or Bidders response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their bids before submission, as amendments to bids or requests for withdrawal of bids received by the Purchasing Agent after the time specified for the bid opening, may not be considered. All lines must have an indication of bidders response whether it be "o", "N/A" or a dollar figure. All lines must be filled in to indicate bidder acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. The Purchasing Agent shall not assume there is "no charge" when lines are left empty.

Bidders must submit with bid detailed specifications, circulars, warranties and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Purchasing Agent reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of Essex County as interpreted by the Purchasing Agent of Essex County.

It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

All stock electrical items must be listed and approved by Underwriters' Laboratories, Inc.

14. EXTRANEOUS TERMS Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection of the bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) which are attached or referenced with the submission shall not be considered part of the bid, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms which meet all the following requirements will be considered as having been submitted as part of the Bid:

- (a) Each proposed extraneous term (addition, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- **(b)** The writing must identify the particular specification requirement (if any) which Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- **(c)** The Bidder shall enumerate the proposed addition, counteroffer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a contract unless the Purchasing Agent expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

- **15. CONFIDENTIAL** *I* **TRADE SECRET MATERIALS** Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the *Freedom of Information Law* must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.
- **16. PREVAILING WAGE RATES Public Works and Building Services Contracts** If any portion of work being bid is subject to the prevailing wage rate provisions of Labor Law, the following shall apply:
 - (a) "Public Works" and "Building Services" Definitions
- **i. Public Works** *Labor Law* Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the contract. The wage and hours provision applies to any work performed by contractor or subcontractors.
- **ii. Building Services** *Labor* Law Article 9 applies to contracts for building service work over \$1,500 with a public agency, which 1) involve the care or maintenance of an existing building, or 2) involve the transportation of office furniture or equipment to or from such building, or 3) involve the transportation and delivery of fossil fuel to such building, and 4) the principal purpose of which is to furnish services through use of building service employees.

- (b) Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are attached to this solicitation. Bidders must submit bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Where the Bid Documents require the Bidder to enumerate hourly wage rates in the bid, Bidders may not submit bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids which fail to comply with this requirement will be disqualified.
- (c) Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which are subject to the provisions of the *Labor Law*. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.
- (d) Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the Labor Law, as amended by Chapter 565 of the Laws of 1997:
- **i. Posting** The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
- **ii. Payroll Records** Contractors and sub-contractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.
- iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and sub-contractors on public works projects must submit monthly payroll transcripts to Essex County which has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For mini-bid solicitations, the payroll records must be submitted to the entity preparing the agency mini-bid project specification. For "agency specific" bids, the payroll records should be submitted to the entity issuing the purchase order. For all other Essex County procurement contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and Essex County, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor so long as: 1) the contractor/subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the contractor or subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to building services contracts.
- **iv. Records Retention** Contractors and subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.
- (e) Days Labor Defined for Article 8, Public Works (For Purposes of Article 8 of the Labor Law) No laborer, worker or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such

restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the Essex County Purchasing Agent for the preservation of the contract site or for the protection of the life and limb of the persons using the contract site.

17. TAXES

- (a) Unless otherwise specified in the Bid Specifications or set forth in this clause, the quoted bid price includes all taxes applicable to the transaction.
- (b) Purchases made by Essex County and certain non-County Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a County Agency or the invoice forwarded to authorize payment for such items will be sufficient evidence that the sale by the Contractor was made to the County, an exempt organization under Section 1116 (a) (1) of the *Tax Law*. Non-County Authorized Users must offer their own proof of exemption where required. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor. For tax free transactions under the Internal Revenue Code, the Essex County Registration Number is 14 6002889.
- **(c)** Purchases by Authorized Users other than Essex County may be subject to such taxes, and in those instances the tax should be computed based on the bid price and added to the invoice submitted to such entity for payment.
- **18. EXPENSES PRIOR TO AWARD** Essex County is not liable for any costs incurred by a Bidder in the preparation and production of a bid or for any work performed prior to contract award and/or issuance of an approved Purchase Order.
- **19. ADVERTISING BID RESULTS** A Bidder in submitting a bid agrees not to use the results therefrom as a part of any commercial advertising without the prior written approval of the Purchasing Agent. In addition to any other sanctions or remedies available to it in law or equity, the Purchasing Agent may suspend from bidding on its requirements or terminate a contract of any Bidder/Contractor who violates the terms of this clause.

20. PRODUCT REFERENCES

- (a) "Or Equal" On all Bid Specifications the words "or equal" are understood to apply where a copyright brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agents decision as to acceptance of the Product as equal shall be final.
- **(b)** Discrepancies in References In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products therein which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.
- **21. RECYCLED OR RECOVERED MATERIALS** Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid

Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties & Guaranties" set forth below.

Refurbished or remanufactured components or items may only be accepted at the discretion of the Purchasing Agent, or upon the conditions set forth in the Bid Specifications.

Items with recycled, recovered, refurbished or remanufactured content must be identified in the bid or will be deemed new Product.

22. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products which are manufactured or produced in public institutions will be rejected.

23. PRICING

- (a) Unit Pricing If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item, in the bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Purchasing Agent, such unit pricing is obviously erroneous.
- **(b) Net Pricing** Prices must be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject only to the cash discount. If the award is to be made on another basis, transportation and other charges must be prepaid by the Contractor and added to the invoice as a separate item, unless otherwise required in the Bid Specifications.
- **(c) "No Charge" Bid** When bids are requested on a number of Products as a group or Lot, a Bidder desiring to bid "no charge" on a Product in the grouping or Lot must clearly indicate such. Otherwise, such bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Purchasing Agent.

If a price is written in numbers and alpha, the alpha will govern.

Prices shall be net FOB any point in Essex County, New York. Price quoted shall include all delivery costs. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the County.

24. DRAWINGS

- (a) Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Purchasing Agent, be considered a part of the bid and of any resulting contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.
- (b) Drawings Submitted During the Contract Term Where required by the Bid Specifications to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall be required to develop, maintain, deliver and update such drawings on an ongoing basis at no additional charge. Contractor shall be responsible for updating drawings and plans during the contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized

Users representative as required by the Bid Specifications. Where required, Contractor shall furnish to Authorized User in a timely manner the required drawings representing the then current, "as modified" condition of all product included in the scope of work.

- **(c)** Accuracy of Drawings Submitted All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.
- 25. SITE INSPECTION Where Bidder is required by the Bid Specifications to deliver or install Product, or to service installed product(s) or equipment, Bidder shall be given an opportunity and shall be required to inspect the site prior to submission of the Bid, including environmental or other conditions or pre-existing deficiencies in the installed product, equipment or environment, which may affect Bidders ability to deliver, install or otherwise provide the required product. All inquiries regarding such conditions may only be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed, and to have included the costs of repair in its bid. Bidder must provide a detailed explanation of work intended to be performed under this clause. Bidder shall be required to remedy any pre-existing deficiencies or conditions at the commencement of the contract term. Reimbursement for the cost of repairing the conditions or deficiencies shall be separately enumerated in the bid.

26. SAMPLES

- (a) Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Purchasing Agent and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Documents.
- **(b) Bidder Supplied Samples** The Purchasing Agent reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidders name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate bid or Essex County contract reference.

A sample may be held by the Purchasing Agent during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidders expense and risk. Where the Bidder has failed to fully instruct the Purchasing Agent as to the return of the sample (i.e. mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

(c) Enhanced Samples When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractors default, the Purchasing Agent may procure a commodity substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

- (d) Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the Purchasing Agent) and approval thereof shall not relieve the Contractor from full compliance with all conditions and terms, performance related and otherwise, specified in the Bid Documents. If in the judgment of the Purchasing Agent the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Documents, the Purchasing Agent may reject the bid. If an award has been made, the Purchasing Agent may cancel the contract at the expense of the Contractor.
- **(e) Testing** All samples are subject to tests in the manner and place designated by the Purchasing Agent, either prior to or after contract award. Unless otherwise stated in the Bid Specifications, Bidder Samples consumed or rendered useless by testing will not be returned to the Bidder.
- **27. ADDENDA / INTERPRETATION** No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, 100 Court Street, P.O. Box 217, Elizabethtown, NY 12932, and to be given consideration must be received by the Purchasing Agent at least seven (7) days prior to the date set for the opening of bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent to all holders of Contract Documents at the addresses furnished therefor, at least five (5) days prior to the date of the opening of bids.

Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

Bid Evaluation

28. BID EVALUATION The Purchasing Agent reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Purchasing Agent determines the best interests of the County will be served. The Purchasing Agent, in his/her sole discretion, may accept or reject illegible, incomplete or vague bids and his/her decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the Bidders conditional or revocable terms in the offer.

Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.

The following three items will automatically render a bid unacceptable to Essex County:

- a. Failure to sign bid proposal page.
- b. Failure to include necessary bid deposit (as required).
- c. Failure to sign and submit non-collusive bidding certificate.

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

The Purchasing Agent reserves the right to reject such bids, as in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. One in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

- **29. CONDITIONAL BID** Unless the Bid Specifications provides otherwise, a bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.
- **30. CLARIFICATIONS / REVISIONS** Prior to award, the Purchasing Agent reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all Bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.
- **31. PROMPT PAYMENT DISCOUNTS** While prompt payment discounts will not be considered in determining the low bid, the Purchasing Agent may consider any prompt payment discount in resolving bids which are otherwise tied. However, any notation indicating that the price is net, (e.g. net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11_A of the *State Finance Law,* which are applicable in any case, may render the bid non-responsive and may be cause for its rejection.
- **32. EQUIVALENT OR IDENTICAL BIDS** In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent bids as to pricing or other factors, the decision of the Purchasing Agent to award a contract to one or more of such Bidders shall be final.
- 33. PERFORMANCE QUALIFICATIONS The Purchasing Agent reserves the right to investigate or inspect at any time whether or not the Product, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Documents. Contractor shall at all times during the contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Purchasing Agent, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the Product bid. If the Purchasing Agent determines that the conditions and terms of the Bid Documents or Contract are not complied with, or that items or Product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the Purchasing Agent may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the Purchasing Agent to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the Bidder/Contractor from fulfilling all requirements and conditions of the contract.
- **34. DISQUALIFICATION FOR PAST PERFORMANCE** Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidders employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- **35. QUANTITY CHANGES PRIOR TO AWARD** The Purchasing Agent reserves the right, at any time prior to the award of a specific quantity contract, to alter in good faith the quantities listed in the Bid Specifications to conform with requirements. In the event such right is exercised, the lowest responsible Bidder meeting specifications will be advised of the revised requirements and afforded an opportunity to extend or reduce its bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its bid price may result in the rejection of its bid and the award of such contract to the lowest responsible Bidder who accepts the revised requirements.
- **36. RELEASE OF BID EVALUATION MATERIALS** Requests concerning the evaluation of bids may be submitted under the *Freedom of Information Law*. Information, other than the Bid Tabulation, shall be released as required by law after contract award. Written requests should be directed to the Purchasing Agent.

37. TIME FRAME FOR OFFERS The Purchasing Agent reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period, bids must remain firm and cannot be withdrawn. If, however, an award is not made within the sixty (60) day period, bids shall remain firm until such later time as either a contract is awarded or the Bidder delivers to the Purchasing Agent written notice of the withdrawal of its bid. Any bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Purchasing Agent, be accepted or rejected.

TERMS & CONDITIONS

- **38. CONTRACT CREATION / EXECUTION** Except as may be otherwise provided by law or by the Purchasing Agent, upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Purchasing Agent's mailing or electronic communication to the address on the bid of (a) a Letter of Acceptance and (b) a fully executed contract, or (c) a Purchase Order authorized by the Purchasing Agent.
- **39. COMPLIANCE WITH LAWS, ETC.** The Bidder shall comply with all the provisions of the laws of the State of New York and of the United States of America which affect municipalities and municipal contracts, and any and all State and Federal rules and regulation, and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The Bidder's special attention is called to the following laws: *General Municipal Law* Section 1 03-d, *State Finance* Law Section 167-b prohibiting the purchase of tropical hardwood products, and the New York State Public Employee Safety & Health Act of 1980.
- **40. MODIFICATION OF TERMS** The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Purchasing Agent and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Purchasing Agent by the Contractor.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Purchasing Agent or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized Users subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

41. SCOPE CHANGES The Purchasing Agent reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the contract specifications, such changes to be within the general scope of the contract. The Purchasing Agent may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance.

With respect to any specific quantity stated in the contract, the Purchasing Agent reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the contract. Notwithstanding the foregoing, the Purchasing Agent may purchase greater or lesser percentages of contract quantities should the Purchasing Agent and Contractor so agree.

42. ESTIMATED QUANTITY CONTRACTS Estimated quantity contracts are expressly agreed and

understood to be made for only the quantities, if any, actually ordered during the contract term. No guarantee of any estimated quantity(s) is implied or given. Unless otherwise set forth in the Bid Specifications, contracts for services and technology are completely voluntary as to use, and therefore no quantities are guaranteed.

- **43. BEST PRICING OFFER** During the contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this contract vehicle upon the same or similar terms and conditions as that of this contract at a lower price, the price under this contract shall be immediately reduced to the lower price.
- **44. PURCHASE ORDERS** Unless otherwise authorized in writing by the Purchasing Agent, no Products are to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User requiring the Product. Unless terminated or canceled pursuant to the authority vested in the Purchasing Agent, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address set forth in the Contract for receipt of orders, or in the Contract Award Notification.

All Purchase Orders issued pursuant to contracts let by the Purchasing Agent must bear the appropriate contract number and, if necessary, required State approvals. Unless otherwise specified, all Purchase Orders against centralized contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendors order form, confirmation or acknowledgment, and the contract terms shall be resolved in favor of the terms most favorable to the Authorized User.

If, with respect to an agency specific contract, a Purchase Order is not received within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify the appropriate purchasing officer in Essex County. Failure to timely notify such officer may, in the discretion of the Purchasing Agent and without cost to the State, result in the canceling of such requirement by the Purchasing Agent with, at the Purchasing Agents discretion, a corresponding reduction in the contract quantity and price.

45. PRODUCT DELIVERY It shall be understood that with respect to contract deliveries, time is of the essence. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified in the Bid Specifications, delivery shall be made within thirty calendar days after receipt of a purchase order by the Contractor. The decision of the Purchasing Agent as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Purchasing Agent and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of the time for delivery must be requested in writing by the Contractor and approved in writing by the Purchasing Agent. Failure to meet such time schedule may be grounds for cancellation of the order or, in the Purchasing Agents discretion, the Contract.

The County must be notified twenty-four (24) hours in advance of delivery. The County reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the County.

The successful bidder shall be responsible for delivery of items in good condition at point of destination, and shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Purchasing Agent will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidders name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Purchasing Agent. The successful bidder will be required to furnish proof of delivery in every instance.

Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number Name of Article Item Number (if applicable) Quantity Name of the Successful Bidder

46. SATURDAY & HOLIDAY DELIVERIES Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will not be scheduled for Saturdays, Sundays or legal holidays observed by the State of New York except of Product for daily consumption or where an emergency exists or the delivery is a replacement or is late, in which event the convenience of the Authorized User shall govern.

47. SHIPPING / RECEIPT OF PRODUCT

- (a) Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. The container shall become and remain the property of the receiving entity unless otherwise specified in the contract documents.
- (b) Shipping Charges Contractor shall be responsible for insuring that the Bill of Lading states "charges prepaid" for all shipments. Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be FOB Destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges are understood to not relieve the contractor from responsibility for safe and proper delivery notwithstanding the Authorized Users payment of transportation charges.
- **(c)** Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractors failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.
- **48. TITLE AND RISK OF LOSS** Notwithstanding the form of shipment, title and risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g. signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product which is substandard or does not comply with the Contract terms, may be rejected or accepted on an adjusted price basis, as determined by the Purchasing Agent.
- **49. RE-WEIGHING PRODUCT** Deliveries are subject to re-weighing at the point of destination by the receiving entity. If shrinkage occurs which exceeds that normally allowable in the trade, the receiving

entity shall have the option to require delivery of the difference in quantity, or to reduce the payment accordingly.

- **50. PRODUCT SUBSTITUTION** In the event a specified manufacturers Product listed in the Contractors Bid becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause below) a Product deemed by the Purchasing Agent to be the equal or better of the specified commodity or service must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Purchasing Agents approval may be cause for cancellation of contract.
- **51. REJECTED PRODUCT** When Products are rejected, they must be removed by the Contractor from the premises of the receiving entity within ten days of notification of rejection by Authorized User. Upon rejection notification, risk of loss of rejected or non-conforming Product shall remain on Contractor. Rejected items not removed by the Contractor within ten days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of the items as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition.
- **52. INSTALLATION** Where installation is required, Bidder shall be responsible for placing and installing the equipment in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects which would mar the appearance of the equipment or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site to its original condition. Work shall be performed so as to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.
- **53. REPAIRED OR REPLACED PRODUCT / COMPONENTS** Where the Contractor is required to repair, replace or substitute Product or components under the Contract, the repaired, replaced or substituted Product shall be subject to all terms and conditions for new Product set forth in the contract, including product warranties.
- **54. ON-SITE STORAGE** Materials, equipment or supplies may be stored at the County/s or Authorized User's site at the Contractors sole risk and only with the approval of, as the case may be, the County or the Authorized User.
- 55. EMPLOYEES / SUBCONTRACTORS / AGENTS All employees, subcontractors or agents performing work under the contract must be trained technicians who meet or exceed the technical and training qualifications set forth in the Bid Specifications or the Bid, whichever is greater, and must comply with all rules and requirements of the Contract. The Purchasing Agent reserves the right to conduct a security background check or otherwise approve any employee or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause, including but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized Users security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the contract terms. The Purchasing Agent reserves the right to reject and/or bar from the facility for cause any employee, subcontractor, or agents of the Contractor.

56. ASSIGNMENT / SUBCONTRACTORS The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract, other than the assignment of the right to receive moneys due, without the prior written consent of Essex County. Prior to an assignment of the right to receive moneys becoming effective, Contractor shall file a written notice of such assignment simultaneously with Essex County and participating Authorized User(s).

The Purchasing Agent reserves the right to reject any proposed subcontractor, assignee or supplier for bona fide business reasons, which may include, but are not limited to: that the proposed transferee is on the Department of Labors list of companies with which New York State cannot do business; the Purchasing Agent determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided; or attempts were not made to solicit minority and womens business enterprises (M/WBE) bidders for the subcontract.

57. PERFORMANCE / BID BOND Essex County reserves the right to require the Bidder/Contractor to furnish without additional cost, a performance, payment or bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the contract, whenever the Purchasing Agent in his/her sole discretion deems such bond or security to be in Essex County's best interest. Where required, such bond or other security shall be in the form prescribed by the Purchasing Agent.

58. STOP / SUSPENSION OF WORK

- (a) Stop Work Order The Purchasing Agent reserves the right to stop the work covered by this contract at any time that the successful Contractor becomes unable or incapable of performing the work or meeting any requirements or qualifications set forth in the contract. In the event of such stopping, the Purchasing Agent shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Contractor shall be liable for any such cost on account thereof.
- **(b) Suspension of Work Order** The Purchasing Agent, in his/her sole discretion, reserves the right to suspend any or all activities under this contract, at anytime, in the best interests of the State or Issuing Entity. In the event of such suspension, the contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on County spending, declaration of emergency, or other such circumstances. Upon issuance of such suspension of work, the Contractor is not to accept any purchase orders, as specified in the Suspension Order. Activity may resume at such time as the Purchasing Agent issues a formal written notice authorizing a resumption of work.
- **59. CANCELLATION** A contract may be canceled by the Purchasing Agent, and/or an Authorized User may cancel its participation, license or service order under the contract, at the Contractors expense upon non-performance, or upon a determination that Contractor is non-responsive, or non-responsible.
- **60. FORCE MAJEURE** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor negligence of the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires or floods, or other similar cause beyond the control of the Contractor, or for any of the foregoing which affect subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, Contractor shall notify the Purchasing Agent, by certified or registered mail, of the delay or potential delay and the cause(s) thereof either (a) within ten (10) calendar days after the cause which creates or will create the delay first arose if the Contractor could reasonably foresee that a delay could occur by reason thereof, or (b), if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe a delay could result. The foregoing shall constitute the Contractors sole remedy or excuse with respect to such delay. In the

event performance is suspended or delayed, in whole or in part, by reason of any of the aforesaid causes or occurrences and proper notification is given the Purchasing Agent, any performance so suspended or delayed shall be performed by the Contractor at no increased cost, promptly after such disabilities have ceased to exist unless it is determined in the sole discretion of the Purchasing Agent that the delay will significantly impair the value of the contract to the County or to Authorized Users, whereupon the Purchasing Agent may:

- (a) Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to County Agencies with respect to Product subjected to allocation; and/or
- (b) Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the contract quantity; or
- (c) Terminate the contract or the portion thereof which is subject to delivery delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.
- **61. CONTRACT BILLINGS Contractor** shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Agencies must contain all information required by the County Treasurer and/or Auditor. The County Treasurer shall render payment for Agency purchases, and such payment shall be made in accordance with ordinary County procedures and practices. Payment of contract purchases made by Authorized Users other than Agencies shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Purchasing Agent from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the bid and award documents.

62. DEFAULT - **AUTHORIZED USER** An Authorized Users breach shall not be deemed a breach of the centralized contract. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Purchasing Agent and the Authorized Users purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future contract payments.

Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of contract by any Authorized User, by certified or registered mail, notify both the Purchasing Agent and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared. It is understood, however, that if the Contractors basis for declaring a breach is insufficient, the Contractors declaration of breach and failure to service an Authorized User shall constitute a breach of its contract and the County or Authorized User may thereafter utilize any remedy available at law or equity.

63. INTEREST ON LATE PAYMENTS

- (a) County Agencies The payment of interest on certain payments due and owed by a County agency may be made in accordance with Section 3-a of the *General Municipal Law* at the rate of three percent (3%) per annum.
- **(b)** By Non-County Agencies The terms of Article 11-A apply only to procurements by and the consequent payment obligations of the County. Neither expressly nor by any implication is the County responsible for payments on any purchases made by a Non-County Agency

Authorized User.

- (c) By Contractor Should the Contractor be liable for any payments to the County hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the *State Finance Law to* the same extent as though the contract was with the State of New York rather than the County.
- **64. REMEDIES FOR BREACH** It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:
 - (a) Cover / Substitute Performance Upon the failure of the Contractor to properly perform within the time specified, failure to provide acceptable service, to make immediate replacement of rejected Product when so requested, or upon the revocation of the Contract by the Purchasing Agent for cause, or upon repudiation of the contract by the Contractor, the Purchasing Agent may, with or without formally bidding same:
 - i. Purchase from other sources to replace the Product rejected, revoked, not timely delivered or repudiated; or
 - ii. If after making reasonable attempts, under the circumstances then existing, to timely provide acceptable service or acquire replacement product of equal or comparable quality, the Purchasing Agent is unsuccessful, the Purchasing Agent may acquire acceptable service or replacement product of lesser or greater quality.

Such purchases may, in the discretion of the Purchasing Agent, be deducted from the contract quantity.

- **(b) Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Purchasing Agent. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.
- (c) Reimbursement of Costs Incurred The Contractor agrees to reimburse the County and/or Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the County or Authorized User in connection therewith, including reasonable attorneys fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the contract, the Purchasing Agent may authorize an ordering Authorized User to rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

(d) Deduction / Credit Sums due as a result of these remedies may be deducted or offset by the County or Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the County or Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Purchasing Agent reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of the contract.

- **65. ASSIGNMENT OF CLAIM** Contractor hereby assigns to the County any and all its claims for overcharges associated with this contract which may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* and the antitrust laws of the State of New York, *General Business Law* Section 340, *et seq.*
- **66. TOXIC SUBSTANCES** Each Contractor furnishing a toxic substance as defined by Section 875 of the *Labor Law*, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the *Labor Law*.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the user agency representative.

- 67. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the County or Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this contract, to maintain at Contractors expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including workers compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.
- **68. SECURITY / CONFIDENTIALITY** Contractor warrants, covenants and represents that it will comply fully with all security procedures of the County and any Authorized User(s) in performance of the Contract.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the County or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such confidential material which is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the County or Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State Laws and Regulations. This warranty shall survive termination of this Contract for a period of five (5) years. Contractor further agrees to take appropriate steps to instruct its personnel, agents, officers and any subcontractors regarding the obligations arising under this clause to insure such confidentiality.

- **69. COOPERATION WITH THIRD PARTIES** The Contractor shall be responsible for fully cooperating with any third party agents, including but not limited to subcontractors of the Authorized User, relating to delivery of product or coordination of services.
- **70. CONTRACT TERM EXTENSION** In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Purchasing Agent may be extended by the Purchasing Agent for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.

71. WARRANTIES & GUARANTEES Contractor hereby warrants and guarantees:

(a) To fully defend, indemnify and save harmless the County, Authorized Users and their respective officers, agents and employees from suits, actions, damages and costs of every name and description arising out of the acts or omissions of Contractor, its officers, employees,

subcontractors, partners, or agents, in any performance under this contract including: i) personal injury, damage to real or personal tangible or intangible property, without limitation; ii) negligence, either active or passive, without limitation, or iii) infringement of any law or of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or other third party intellectual proprietary rights, without limitation, provided that the County or Authorized User shall give Contractor: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, promptness of which shall be established by Authorized User upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Bidders sole expense, and (c) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the County or Authorized User may require Bidder/Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Purchasing Agent shall require.

- (b) Contractor warrants full ownership, clear title free of all liens, or perpetual license rights to any Products transferred to Authorized User under this Contract, and Contractor shall be solely liable for any costs of acquisition associated therewith without limitation. Contractor warrants that Authorized User will have undisturbed, peaceful use of the Products, including, without limitation, software, object or source codes, custom programming or third party intellectual property rights incorporated or embedded therein, and training modules or Documentation. Contractor fully indemnifies the County and Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.
- **(c)** To pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the contract.
- Unless recycled or recovered materials are available in accordance with the "Recycled & Recovered Materials" clause, Product offered shall be standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturers recommendations and standard practice. Every Product, including any substituted or replacement unit delivered, must be guaranteed against faulty material and workmanship for a period of one year from and after the date the unit is accepted unless otherwise specified by the County or Authorized User. Notwithstanding the foregoing, when the manufacturers standard guarantee for Product or any component thereof exceeds one year, the longer guarantee period shall apply to such unit or component thereof delivered under this contract. Furthermore, the Contractor agrees to extend its warranty period with regard to any Product delivered by the cumulative periods of time, after notification, during which the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty periods shall be borne solely by the Contractor, and the County or Authorized User shall in no event be liable or responsible therefore. This warranty shall survive any termination of the contract in accordance with the warranty term.
- (e) Where the provision of services requires the replacement or repair of Product, any replaced or repaired component, part or Product shall be new and shall, if available, be replaced by the original manufacturers component, part or Product. All proposed substitutes for the original manufacturers installed Product must be approved by the Authorized User before installation. The Product or part shall be equal to or of better quality than the original Product being replaced. Any Product replaced by the Contractor under the contract shall be guaranteed for one (1) year from the date of replacement and replaced at no cost to the Authorized User if found defective during that time.

(f) Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Purchasing Agent that it meets or exceeds all requirements of the bid and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workman's compensation, and shall provide such proof as required by the Purchasing Agent. Failure to do so may constitute grounds for the County to cancel or suspend this contract, in whole or in part, or to take any other action deemed necessary by the Purchasing Agent.

The Contractor further warrants and guarantees:

- i. His/Her/Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- ii. To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
- iii. To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.
 - iv. That all deliveries will be equal to the accepted bid sample.
- v. That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment The successful bidder shall make any such replacement immediately upon receiving notice from the County.
- vi. That all manufacturers product warranties and guarantees shall be furnished to the County, and that the County's rights thereunder shall not be in any way impaired or limited.

GENERAL

72. APPLICABILITY In addition to the terms contained in **Part I** (*General - All Procurements*), the terms contained in **Part II** (**Software & Technology Procurements**) apply to software and technology procurements.

73. DEFINITIONS - Part II

DOCUMENTATION The complete set of manuals (e.g. user, installation, instruction or diagnostic manuals) in either hard or electronic copy, necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product in accordance with the license rights.

ENTERPRISE The business operations in the United States of a Licensee or Enterprise Participant, without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Licensee or Enterprise Participant. For the County of New York, "business operations" shall be defined as the business operations of all Agencies, as defined in Part I.

ENTERPRISE LICENSE A contract which grants Enterprise Participants unlimited license rights to access, use and/or execute Product within the Enterprise.

ENTERPRISE PARTICIPANTS One or more Licensees, as defined in Part I, participating in an Enterprise License.

LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensees right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

LOGICAL PARTITION A subset of the processing power within a CEC which has been divided through hardware and/or software means (i.e. *Processor Resources/System Manager* [PR/SM]) so as to limit the total processing power which is accessible by an operating system image by individual users or individual software products.

OBJECT CODE The machine executable code that can be directly executed by a computers central processing unit(s).

PHYSICAL PARTITION A subset of the processing power within a CEC which has been derived through hardware means so as to limit the total processing power accessible by an operating system image by individual users or individual Products.

SITE The location (street address) where Product will be executed.

SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

TERMS OF LICENSE The terms and conditions set forth in the Contract which are in effect and applicable to a Product order at the time of order placement, and only such additional terms as are consistent therewith or more advantageous to the Authorized User as are set forth on the individual Product order form executed and approved by both Authorized User and Contractor.

VIRUS Any computer code, whether or not written or conceived by Contractor, which disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

TERMS AND CONDITIONS

- **74. SOFTWARE LICENSE GRANT** Unless otherwise set forth in the Bid Specifications or Contract, where Product is acquired on a licensed based the following shall constitute the license grant:
 - (a) License Scope Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product with other product within its business enterprise in the United States. Licensee shall ha\~e the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish manufacturers proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.
 - **(b) License Term** The license term shall commence upon the License Effective Date. Where the terms of license permit licensing on a non-perpetual basis, the license term stated in

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

- (c) Licensed Documentation Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product. If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractors expense: a) One (1) hard copy and One (1) Master Electronic Copy of the Documentation in diskette or CD-ROM format; or b) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:
- Individual/Named User License 1 copy per License
- Concurrent Users 8 copies per site
- Processing Capacity 8 copies per site
- (d) Product Use Product may be accessed, used, executed, reproduced, displayed, performed by Licensee to service all Authorized Users of the machine on which Product is installed, up to the capacity measured by the applicable licensing unit stated in the terms of license (i.e. payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation).
- (e) Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Authorized User site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site. (e.g., named users, seats, or MIPS); and ii) that, if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee.
- Other Third Parties Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturers standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("NonDisclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third partys compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the County or Licensee.

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

- (g) Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: 1) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; 2) reproducing a reasonable number of copies of the Product and related documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and alter the declaration by the Licensee of a disaster; 3) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed under paragraph (F) above. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.
- (h) Confidentiality Restrictions The Product is a trade secret and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of license. Licensee will not remove or destroy any proprietary markings of Contractor.
- (i) Restricted Use by Licensee Except as expressly authorized by the terms of license, Licensee shall not:
 - a. Copy the Product;
 - b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
 - c. Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Product or the Documentation, or use the Product or Documentation in any service bureau arrangement:
 - d. Disclose the results of Product performance benchmarks to any third party who is not an Authorized User without prior notice to Contractor;
 - e. Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.
- **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 Contractors Existing Product(s); or b) all license rights, title and interest in third party Existing Product(s), which include the right to grant to The County or Authorized User an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s). Contractor hereby grants a irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s) embedded in or transferred for use in conjunction with Custom Product(s). The Licensee agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted under this paragraph prior to distribution or use.
- (c) Title to Custom Product Title to Custom Product(s), excluding Existing Product, shall be deemed the sole and exclusive property of the County or Authorized User, who shall have all right, title and interest (including ownership and copyrights). For the purposes of the federal copyright law, execution of this contract shall constitute an assignment of all right, title and interest in the Custom Product(s) by Contractor to the County or Authorized User. The County or Authorized User, in its sole discretion, reserves the right to sell Custom Product or to license them on an exclusive or non-exclusive basis to Contractor or other Third Parties. Contractor hereby agrees to take all necessary and appropriate steps to ensure that Custom Product is protected against unauthorized use, execution, reproduction, display, performance, or distribution by or through Contractor, its partners or agents. Notwithstanding this reservation of title, Contractor shall not be precluded from using the related or underlying general knowledge, skills and experience developed in the course of providing the Custom Product in the course of Contractor's business.
- (d) Acquisitions Funded By Tax Exempt Financing In addition to the foregoing rights under a, b and c, the sale or licensing of Custom Product or rights therein shall not occur until such Product or rights are or become useable, and shall be at fair market value which shall be determined at the time of sale or licensing. Any such transfer shall be pursuant to a separate written agreement. If the Contract deliverables are to be funded through tax exempt financing, the County or Authorized User may assign to a Trustee or other entity for security purposes County or Authorized Users ownership and license rights in Custom and Existing Products. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of

this paragraph.

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

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

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

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.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

in the year 2018 by and between,			
(hereinafter	called	OWNER)	and
_ (hereinafter called the	e CONT	RACTOR).	
	(hereinafter	(hereinafter called	(hereinafter called OWNER) (hereinafter called the CONTRACTOR).

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

ARTICLE 1 – WORK

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

The project is a pavement preservation project along Shore Airport Road (Essex County Route 43) from the intersection of NY 22/74 to the intersection of NY 9N/22. Included in the project are a pavement overlay, guide rail upgrades, signing & striping, and associated ancillary work.

ARTICLE 2 – ENGINEER

The Project has been designed by Greenman-Pedersen, Inc who is hereinafter called ENGINEER and who is to act as OWNERS representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1. The contractor shall (a) furnish all the materials, appliances, tools and labor of every kind required, and construct and complete in the most substantial and skillful manner, the construction, improvement or reconstruction of the project IN 90 CALENDAR DAYS FROM THE NOTICE TO PROCEED DATE AND HAVE ALL WORK COMPLETED FOR FINAL PAYMENT NO LATER THAN AUGUST 31, 2018.
- 3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed. They also recognize delays, expense and difficulties involved in proving the actual loss suffered by the OWNER is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Liquidated Damages assessed in accordance with the current NYSDOT Standard Specifications, Section 108-03 and/or Table 108-1 "Schedule of Liquidated Damages" included below. If Section 108-03 and/or Table 108-1 are amended during the project, the amended provision shall control. The Reference to the "Commissioner of Transportation" shall be read to mean OWNER.

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

ARTICLE 4 - CONTRACT PRICE

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

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

TOTAL OF ALL UNIT PRICES			
(BASE BID)		\$	dollars
- -	(Use words)	 (figures)	_

4.2. Estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER.

ARTICLE 5 – PAYMENTS

- 5.1. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the ENGINEER, on or about the 10th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the number of units completed.
 - 5.1.1. As the work progresses in accordance with the contract and in a manner that is satisfactory to the Owner, the Owner hereby agrees to make payments to the Contractor therefore, based upon the proposal attached hereto and made a part hereof, as follows: The Owner shall once in each month and on such days as it may fix, determine the quantity of work completed and of material which has actually been put in place in accordance with the terms and conditions of the contract, during the preceding month, and compute the value thereof and pay to the Contractor the monies due as determined by the Engineer. No monthly payment shall be rendered unless the value of the work completed equals 5% of the contract amount or \$1,000, whichever is the lesser. Semimonthly payments may be rendered provided (a) the value of work performed in two successive weeks is more than \$50,000 or (b) the Engineer deems it to be on the best interest of the Owner to do so. The Contractor shall not hold any retainage from any Subcontractor.
 - 5.1.2. When in the opinion of the Engineer, a Contractor has fully performed the work under the contract, the Engineer shall recommend to the Owner the acceptance of work so completed. If the Owner accepts the recommendation of the Engineer, he/she shall thereupon by letter notify the Contractor, with copies to the other interested parties, of such acceptance. Prior to the final acceptance of the work by the Owner, the contract work may be inspected, accepted and approved by other agencies and/or municipalities who will have jurisdiction of the work after final acceptance.
- 5.2. The final payment shall be made upon final completion and acceptance of the work by the Owner and as recommended by the Engineer.

ARTICLE 6 - INTEREST

All monies not paid when due shall bear interest at the statutory rate of New York State.

ARTICLE 7 - CONTRACTOR REPRESENTATIONS.

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

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including Addenda listed in Article 8) and other related data identified in the Bidding Documents including "technical data."
- 7.2 CONTRACTOR as visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that such reports and drawing are not Contract Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations test, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or contiguous to the site or otherwise which may affect the cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions, and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, test, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of the work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to the CONTRACTOR, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the Owner and the Contractor concerning the Work consist of the following:

- 8.1. This Agreement
- 8.2. Performance, Payment and other Bonds

- 8.3. Notice to Proceed
- 8.4. All technical specification as set forth in the Table of Contents
- 8.5. Drawings consisting of a cover sheet and sheets numbered 1 through 64, inclusive with each sheet bearing the following general title: CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION; PIN 1760.50
- 8.6. Addenda numbers to , inclusive
- 8.7. CONTRACTOR's Bid Pages as set forth in the Bidders Checklist
- 8.8. Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.9. Appendix A Additional Provisions
- 8.10. State and/or Federal Prevailing Wage Schedules, as applicable
- 8.11. All other documents set forth in this project manual except Supplemental Information Available to Bidders
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written Amendments and other documents amending, modifying or supplementing the Contract Documents.

ARTICLE 9 - MISCELLANEOUS.

- 9.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.2. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
- 9.3. The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and unenforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5. OTHER PROVISIONS

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

This Agreement will be effective onAgreement).	20 (which is the Effective Date of the
OWNER	CONTRACTOR
By:	By:
[COPORATE SEAL]	[CORPORATE SEAL]
Attest: Address for giving notices	Attest:Address for giving notices
(If OWNER is a public body, attached evidence of authority to sign and resolution or other documents authorizing execution of Agreement	License NoAgent for services of process:
	(If CONTRACTOR is a corporation, attach evidence of authority to sign).
ACKNOWLEDGMENT OF COUNTY	
(a)(b) State of New York} ss(c) County of Essex} ss	
On thisday ofin and for said State, personally appearedBoard of Supervisors, Elizabethtown, New York, personal states and the said State and the	, 20 before me, the undersigned, a Notary Public, as Chairman of the Essex County sonally known to me or proved to me on the basis of

satisfactory evidence to be the individual whose name is subscribed to the within instrument, and that said duly acknowledged to me that he executed the same pursuant to the power
and authority vested in them by the Essex County Board of Supervisors, and that by their signature on the instrument he/she executed the instrument pursuant to the authority vested in them.
Notary Public
Totally I dolle
ACKNOWLEDGMENT OF CONTRACTOR
State of
County of}ss
On thisday of, 20, before me, the undersigned, a Notary Public in and for
said State personally came and appeared, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to
the within instrument, who, being by me duly sworn, did depose and say that he / she resides at
of
the corporation described in and which executed the foregoing instrument; that he / she knows the seal of said corporation, that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he / she signed his / her name thereto by like order.
Notary Public

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.			
CONTRACTOR (Name and Address)		SURETY (Name and Principal Place of E	Business):
OWNER (Name and Address)			
CONSTRUCTION CONTRACT Date: Description (Name and Location):		_Amount:	
Description (Name and Location).			
BOND			
Date (not earlier than Construction Contract Date): Modifications to this Bond Form:		Amount:	
CONTRACTOR AS PRINCIPAL Company Signature:	(Corp Seal)	SURETY Company Signature:	(Corp Seal)
Name and Title:		Name and Title:	
CONTRACTOR AS PRINCIPAL Company	(Corp Seal)	SURETY Company	(Corp Seal)
Signature:		_Signature:	
Name and Title:		Name and Title:	

- The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- With respect to the Owner, this obligation shall be null and void if the Contractor:
- Promptly makes payment, directly or indirectly, for all sums due Claimants, and
- 2.2 Defends, indemnifies and hold harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and provided there is not Owner Default.
- With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due
- 4. The Surety shall have no obligation to Claimants under this Bond until:
- 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with the Contractor:
 - Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5. If a notice required by Paragraph 4 is given to the Contractor to the Surety, that is sufficient compliance.
- 6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.
- The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- Amount owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance

- Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract area dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1)on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 15. Definitions.
- 15.1 Claimant: An individual or entity have a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of the Owner, which as neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with other terms thereof.

Construction Performance Bond

Any singular reference to Contractor, Surety, Owner of other party shall be considered plural where applicable. CONTRACTOR (Name and Address): SURETY (Name and Address of Principal Place of Business): OWNER (Name and Address): CONSTRUCTION CONTRACT Date: Amount: Description (Name and Location): **BOND** Date (Not earlier than Construction Contract Date): Amount: Modifications to this Bond Form: Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Construction Payment Bond to be duly executed on its behalf by its authorized officer, agent or representative. CONTRACTOR AS PRINCIPAL **SURETY** (Corp. Seal) (Corp. Seal) Company: Company: Signature: Signature: Name and Title: Name and Title: (Attach Power of Attorney) (Space is provided below for signatures of additional parties, if required.) CONTRACTOR AS PRINCIPAL **SURETY** Company: (Corp. Seal) Company: (Corp. Seal) Signature: -Signature: -

EJCDC No. 1910-28-B (1996 Edition)

Name and Title:

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

Name and Title:

- 1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner and the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and
- 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
- 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- 4.1 Arrange for the Contractor, with Consent of the Owner, to perform and complete the Construction Contract; or
- 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for Contract or performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.
 - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 - 2. Deny liability in whole or in part and notify the Owner citing reasons therefor
- 5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract.

- To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
- 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of he Contractor.
- 7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
- The Surety hereby waives notice of any change, include changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9. Any proceeding, legal, or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by the law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 12. Definitions.
- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amount received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduce by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract to perform and complete or comply with other terms thereof.

CERTIFICATION FOR FEDERAL AID CONTRACTS

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

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

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

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

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS, AND MUST BE INCLUDED IN EACH BID PROPOSAL WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

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

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

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

application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, state and zip code for the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the Federal covered action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

2. Status of Federal Action:

3. Report Type:

i. Type of Federal Action.	z. Status of Feder	ai Action.	3. Report Type.	
a. contract	a. bid/	offer/application	a. initial filing	
b. grant c. cooperative agreement		l award -award	b. material change For Material Change Only: vear quarter	
e. loan guarantee			date of last report	
f. loan insurance		- KD		
4. Name and Address of Repo ☐ Prime ☐ Subaward Tier		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:		
Congressional District, <i>if i</i> 6. Federal Department/Agency		7. Federal Progra	District, if known: am Name/Description:	
		CFDA Number, i	if applicable:	
8. Federal Action Number, if k	nown:	9. Award Amoun	nt, if known:	
		\$		
10. a. Name and Address of L (if individual, last name, f		b. Individuals Pe different from I (last name, firs		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the		Signature:		
		Print Name:		
required disclosure shall be subject to a civil per not more than \$100.000 for each such failure.		Title:		
		Telephone No.:	Date:	
Federal Use Only:		1	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

DISCLOSURE OF LOBBYING ACTIVITIES

Approved OMB 0348-0046

by

	Continuation Sheet		0348-0046	
Reporting Entity:		Page	Of	

Authorized for Local Reproduction - Standard Form LLL

NON-COLLUSIVE BIDDING CERTIFICATIONS

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

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

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

Non-collusive bidding certification.

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor:
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (b) A bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department, or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

REQUIRED BY TITLE 23, U. S. CODE, AND SECTION 112. A NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

(A) 2

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

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

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

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

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

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS. HOWEVER, THE NYS COLLUSIVE BIDDING CERTIFICATION AND MANY IN USE BY LOCAL GOVERNMENTS ARE ALMOST IDENTICAL AND ARE ACCEPTABLE.

THE FOLLOWING PAGES ARE THE REQUIRED CERTIFICATION REGARDING NON-COLLUSIVE BIDDING PROCEDURES AND THE CONTRACTOR'S ELIGIBILITY TO SUBMIT A BID UNDER FEDERAL LAW. THE LAST PAGE IS A GENERAL BIDDER INFORMATION FORM. ALL SHOULD BE INCLUDED IN THE CONTRACT DOCUMENTS, IMMEDIATELY FOLLOWING THE PAGE(S) WHICH CONTAINS THE NON-COLLUSIVE BIDDING REQUIREMENTS. BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT HE UNDERSTANDS AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:

- 1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d
- 2. TITLE 49, CFR, PART 29
- 3. TITLE 23, U. S. CODE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT HE/SHE REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

- 1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104 -04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, and dated May 4, 2006, if applicable:
- 2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;
- 3. Certification of Specialty Items category selected, if contained in this proposal;
- 4. Certification of any other clauses required by this proposal and contained herein:
- 5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.

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	al Name of Person, Corporation, or Firm Which s Submitting Bid or Proposal)
BY:	
	(Signature of Person Representing Above)

AS:(Official Title of Signator in Above Firm) (Acknowledgment by Individual Contractor, If a Corporation)	
STATE OF NEW YORK) COUNTY OF) SS:	
On this day of personally came to me to be the person who executed the above instrument, who bein depose and say that he/she resides at	, 20 , before me , to me known and known ng duly sworn by me, did
, and that he/she is the of the	
the corporation described in and which executed the above instruments/her name thereto on behalf of said Corporation by order of the Bo Corporation.	
Notary Public	
(Acknowledgment by Co-Partnership Contractor)	
STATE OF NEW YORK)) SS: COUNTY OF)	
On this day of	, 20, before
me personally came	_, to me known and knowr
to me to be the person described in and who executed the above instru sworn by me, did for himself/herself depose and say that he/she is a membe , consisting of himself/ herself and , and that he/she executed the foregoing instrument in the firm name and that	er of the firm of
he/she had authority to sign same, and did duly acknowledge to me t	hat he/she executed same
as the act and deed of said firm of and purposes mentioned herein.	for the uses

Notary Public		
(Acknowledgment by Individual C	ontractor)	
STATE OF NEW YORK)	
COUNTY OF) SS:)	
On thisbefore me personally came	day of	, 20,
known to me to be described in a acknowledged that he/she execut	nd who executed the foregoir	
Notary Public NON-COLLUSIVE BI	—— DDING CERTIFICATION BIE	DDER INFORMATION
Bidder to provide information liste	d below:	
Bidder Address: Street or P. O. Box No.		_
City		
State	ZIP	
Federal Identification No.:		_
Name of Contact Person:		_
Phone # of Contact Person:		_
If Bidder is a Corporation:		
President's Name & Address:		
Secretary's Name & Address:		
Treasurer's Name & Address:		

_

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

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

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

THIS IS REQUIRED IN ALL FEDERAL AID CONTRACTS.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

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

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

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

GOALS FOR WOMEN

Female Goals - 6.9%

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

- 2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federalaid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. "First Tier Covered
 Transactions" refers to any covered transaction between a
 grantee or subgrantee of Federal funds and a participant (such
 as the prime or general contract). "Lower Tier Covered
 Transactions" refers to any covered transaction under a First
 Tier Covered Transaction (such as subcontracts). "First Tier
 Participant" refers to the participant who has entered into a
 covered transaction with a grantee or subgrantee of Federal
 funds (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. You may contact the person to
 which this proposal is submitted for assistance in obtaining a
 copy of those regulations. "First Tier Covered Transactions"
 refers to any covered transaction between a grantee or
 subgrantee of Federal funds and a participant (such as the
 prime or general contract). "Lower Tier Covered Transactions"
 refers to any covered transaction under a First Tier Covered
 Transaction (such as subcontracts). "First Tier Participant"
 refers to the participant who has entered into a covered
 transaction with a grantee or subgrantee of Federal funds
 (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SPECIAL NOTE

NYSDOL STATE PREVAILING WAGE RATES

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

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL website, navigating to the appropriate web page and entering the Prevailing Rate Case No. (PRC#). The PRC# is 2017009064. The wage rate schedule for this project can be found at the following link: https://applications.labor.ny.gov/wpp/showFindProject.do?method=showIt

FEDERAL DAVIS BACON WAGES

Federal Davis Bacon Wages also apply to this project. They may be obtained at http://www.access.gpo.gov/davisbacon/allstates.html. A Copy of the prevailing wage rate schedule is also included herein.

General Decision Number: NY180006 01/05/2018 NY6

Superseded General Decision Number: NY20170006

State: New York

Construction Types: Heavy and Highway

Counties: Clinton and Essex Counties in New York.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/05/2018

BRNY0002-013 06/01/2017

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 36.06 18.96+a

FOOTNOTE:

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

CARP0291-006 07/01/2017

Rates Fringes

CARPENTER

HEAVY & HIGHWAY CONSTRUCTION

Carpenter......\$ 30.78 20.35 Pile Driver......\$ 30.78 20.35

ELEC0910-001 04/01/2017

Rates Fringes

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2/20/2018
                                 https://www.wdol.gov/wdol/scafiles/davisbacon/NY6.dvb?v=0
 ELECTRICIAN.....$ 33.50
                                               3%+19.98
  ELEC1249-003 05/01/2017
                                               Fringes
                                 Rates
 ELECTRICIAN (LINE
 CONSTRUCTION: LIGHTING AND
 TRAFFIC SIGNAL Including any
 and all Fiber Optic Cable
 necessary for Traffic Signal
 Systems, Traffic Monitoring
 systems and Road Weather
 information systems)
      Flagman....$ 25.59
                                          6.75%+22.65+a
      Groundman (Truck Driver)....$ 34.12
                                          6.75%+22.65+a
      Groundman Truck Driver
      (tractor trailer unit).....$ 36.25
                                          6.75%+22.65+a
      Lineman & Technician.....$ 42.65
                                          6.75%+22.65+a
      Mechanic.....$ 34.12
                                          6.75%+22.65+a
 FOOTNOTE:
   a. New Year's Day, Memorial Day, Independence Day, Labor
   Day, Thanksgiving Day, Christmas Day, plus President's Day,
   Good Friday, Decoration Day, Election Day for the President
   of the United States and Election Day for the Governor of
   the State of New York, provided the employee works the day
   before or the day after the holiday.
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  ELEC1249-004 05/01/2017
                                 Rates
                                               Fringes
 ELECTRICIAN (Line
 Construction)
      Overhead and underground
      distribution and
      maintenance work and all
      overhead and underground
      transmission line work
      including any and all
      fiber optic ground wire,
      fiber optic shield wire or
      any other like product by
      any other name
      manufactured for the dual
      purpose of ground fault
      protection and fiber optic
      capabilities :
       Flagman....$ 29.52
                                          6.75%+22.65+a
       Groundman digging machine
       operator.....$ 44.28
                                          6.75%+22.65+a
       Groundman truck driver
       (tractor trailer unit).....$ 41.82
                                          6.75%+22.65+a
```

Groundman digging machine

Substation:

Groundman Truck driver.....\$ 39.36

Lineman and Technician....\$ 49.20

Mechanic.....\$ 39.36

Cable Splicer..... \$ 52.75

Flagman....\$ 28.77

Ground man truck driver....\$ 38.36

operator....\$ 43.16

6.75%+22.65+a

6.75%+22.65+a

6.75%+22.65+a

7.25%+21.75+a

7.25%+21.75+a

7.25%+21.75+a

7.25%+21.75+a

Groundman truck driver (tractor trailer unit).....\$ 40.76 7.25%+21.75+a Lineman & Technician.....\$ 47.95 7.25%+21.75+a Mechanic....\$ 38.36 7.25%+21.75+a Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation Cable Splicer..... \$ 54.20 7.25%+21.75+a Flagman....\$ 29.56 7.25%+21.75+a Groundman Digging Machine Operator....\$ 44.34 7.25%+21.75+a Groundman Truck Driver (tractor-trailer unit).....\$ 41.88 7.25%+21.75+a Groundman Truck Driver....\$ 39.42 7.25%+21.75+a Lineman & Technician.....\$ 49.27 7.25%+21.75+a Mechanic.....\$ 39.42 7.25%+21.75+a

FOOTNOTE:

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

ELEC1249-008 01/01/2017

l	Rates	Fringes
ELECTRICIAN (Line		
Construction)		
TELEPHONE, CATV		
FIBEROPTICS CABLE AND		
EQUIPMENT		
Cable splicer\$	30.90	3%+4.43
Groundman\$	15.56	3%+4.43
Installer Repairman-		
Teledata		
Lineman/Technician-		
Equipment Operator\$	29.33	3%+4.43
Tree Trimmer\$		3%+9.98+a

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ENGI0106-001 07/01/2017

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1	.\$ 42.18	25.15+a
GROUP 2	.\$ 41.27	25.15+a
GROUP 3	.\$ 38.70	25.15+a
GROUP 4	.\$ 46.18	25.15+a
GROUP 5	.\$ 45.18	25.15+a
GROUP 6	.\$ 44.18	25.15+a
GROUP 7	.\$ 43.79	25.15+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS (HEAVY & HIGHWAY):

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule,

Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

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

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTE:

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

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IRON0012-002 05/01/2017

Rates	Fringes
Ironworkers: SHEETER\$ 30.75	23.84
STRUCTURAL, ORNAMENTAL, MACHINERY MOVER &	23.01
RIGGERS, FENCE ERECTOR, REINFORCING, STONE	
DERRICKMAN, WELDER\$ 30.50	23.84

LAB01822-001 07/01/2017

HEAVY & HIGHWAY

		Rates	Fringes
Laborers:			
GROUP	1	\$ 25.17	22.65+a
GROUP	2	\$ 24.97	22.65+a
GROUP	3	\$ 25.37	22.65+a
GROUP	4	\$ 25.57	22.65+a
GROUP	5	\$ 27.17	22.65+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

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

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

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

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

GROUP 5. Hazardous Waste, Asbestos Abatement and Removal.

FOOTNOTE:

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

PAIN0201-002 05/01/2017

	Rates	Fringes
Painters:		
Zone #2 All of ESSEX COUN	TY	
Lead Abatement Workers,		
Structural Steel	\$ 30.00	13.89
Painters, Drywall		
Finishers, Spray	\$ 29.00	13.89
Zone #3 All of CLINTON		
COUNTY		
Lead Abtatement Workers,		
Structural Steel	\$ 28.14	14.55
Painters, Drywall	·	
Finishers, Spray	\$ 27.14	14.55
PATN0806-003 10/01/2017		

PAIN0806-003 10/01/2017

CLINTON AND ESSEX COUNTIES

	Rates	Fringes	
Painters: Structural Steel and Bridge	.\$ 49.50	38.93	
PLUM0773-001 05/01/2017			
	Rates	Fringes	
Plumber and Steamfitter CLINTON COUNTY\$ 36.35 28.83 ESSEX COUNTY\$ 37.35 28.83			
SHEE0083-001 06/01/2017			

Fringes Rates

Sheet metal worker.....\$ 32.32 30.98+a

FOOTNOTE:

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

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TEAM0687-003 06/01/2016

Rates Fringes

Truck drivers:
HEAVY & HIGHWAY
CONSTRUCTION
GROUP 1:......\$ 23.58 21.51+a
GROUP 2:.....\$ 23.84 21.51+a

FOOTNOTE:

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

TRUCK DRIVER CLASSIFICATIONS

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

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

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

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

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

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

Administrative Review Board

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

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

END OF GENERAL DECISION

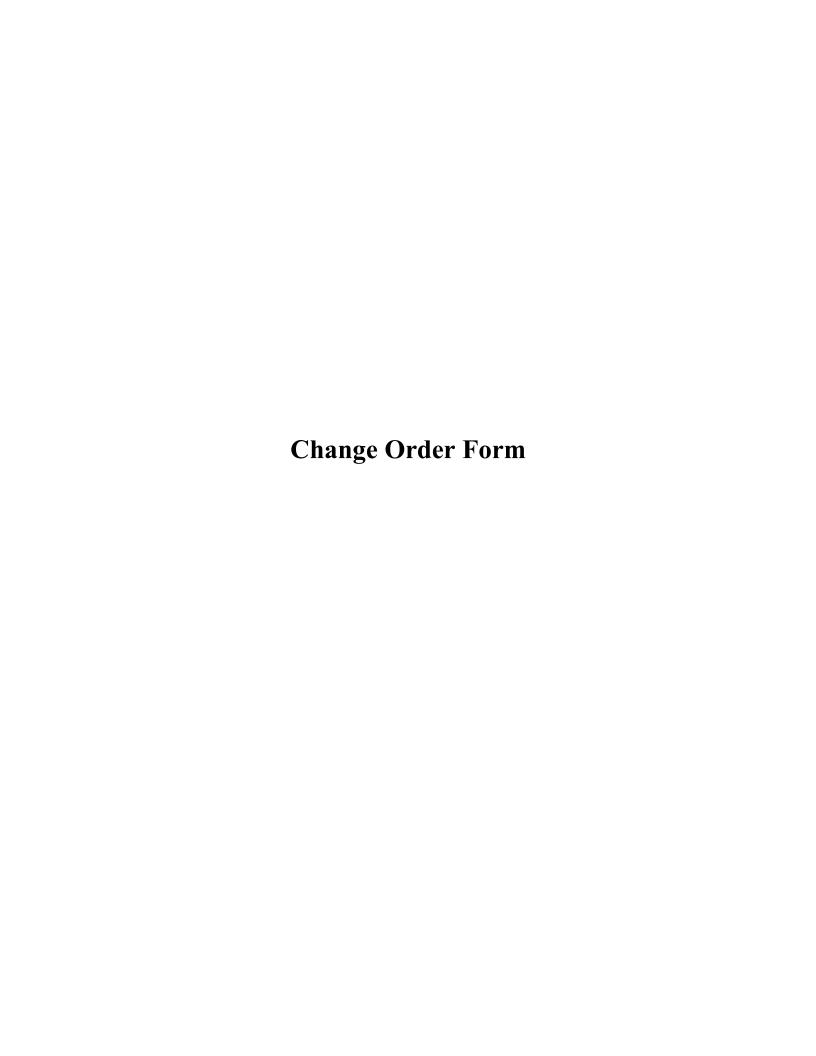
INCORPORATION OF NYSDOT STANDARD SPECIFICATIONS

NYSDOT STANDARD SPECIFICATIONS

• Except as modified herein, the current Edition of the <u>Standard Specifications</u>, <u>Construction and Materials</u> (Section 100 and Sections 200-700) issued by the New York State Department of Transportation, Office of Engineering, including all revisions and addenda issued by NYSDOT prior to the date the Notice to Bidders is advertised, hereinafter referred to as the NYSDOT Standard Specifications, shall govern the work to be done where referred to on the plans and in these specifications. If a conflict exists between the NYSDOT Standard Specifications and these Contract Documents, the NYSDOT Standard Specification shall govern.

BASIC MODIFICATIONS

- Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, DOT, or Director(s) of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the OWNER. This change shall be made in all of the documents pertaining to this contract.
- Unless otherwise described in the Contract Documents, neither the State of New York nor the NYSDOT are parties to this agreement.
- Where the Deputy Chief Engineer (DCE) for any department is mentioned as an approving authority, the approving authority shall be changed to the "Engineer of Record" defined as the Engineer that has signed and sealed construction plans and specifications.
- In the <u>Materials</u> subheadings of the Technical Specifications of the contract documents and the latest edition of the NYSDOT Standard Specifications, the following shall apply:
 - ✓ Any references to materials testing by the Department or its representative shall be interpreted to mean by the Contractor, the Owner or its representative. This interpretation also applies to any testing or sampling to be obtained in the presence of a Department representative.
- Any reference to NYSDOT Standard Specifications is limited in scope to technical engineering and
 construction work, materials, details, procedures, etc. All references to the State or the NYSDOT or
 administrative officers or employees thereof are null and void with respect to legal or contractual
 responsibilities.



CHANGE ORDER	CHA	NGE	ORI	DER
--------------	-----	-----	-----	-----

PROJECT:		
DATE OF ISSUANCE:	EFFECTIVE DATE:	
OWNER:		
OWNERIC Comment No.		
CONTRACTOR	ENGINEER Greenman-Pedersen, Inc (GPI)	
You are directed to make the following changes in		
Description:		
Reason for Change Order:		
Attachments:		
CHANGE ORDER IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:	
Original Contract Price:	Original Contract Times	
\$	Substantial Completion:	
	(days or dates)	
Net changes from previous Change Orders No. to .	Net changes from previous Change Orders No. to .	
\$	\$ days	
Contract price prior to this Change Order:	Contract Times prior to this Change Order	
\$	Substantial Completion:	
Net increase (decrease) of this Change Orders	Net increase (decrease) of this Change Orders	
\$	days	
Contract price with all approved Change Orders:	Contract Times with all approved Change Orders	
\$	Substantial Completion:	
	appensation for all costs relative to the change itself and all other edges that it has considered and priced into this change order order and waives all claims otherwise.	
RECOMMENDED:	APPROVED: ACCEPTED:	
BY: BY:	Owner (Authorized Signature) BY: Contractor (Authorized Signature)	
Date: Date:	Date:	
ACCEPTED:	Date.	
BY:		
NYSDOT (Authorized Signature)		
Date: EJCDC NO. 1910-8-B (1990 Edition)		
Prepared by the Engineers Joint Contract Documents Committee and	d endorsed by The Associated General Contractors of America	

NOTICE OF AWARD

		Dated:	, 20
TO:			
ADDRESS:			
PROJECT:			
OWNER's (CONTRACT NO.		
CONTRAC	T FOR		
	(Insert name of Contract as it a		
You considered. Y	are notified that your Bid datedYou are the apparent Successful Bidder and		•
	(Indicate total Work, alterna	tes or sections or Work awarded)	
The Contract of your cont	et Price ract is		Dollars (\$). (figures)
[Insert approp	priate data in re Unit Prices. Change langu	age for Cost-Plus contracts.]	
	copies of each of the proposed Co of Award.	ontract Documents (except Drav	wings) accompany this Notice
	sets of the Drawings will be immediately.	delivered separately or other	wise made available to you
You must con is by	nply with the following conditions preceder, 20 .	nt within fifteen days of the date	e of this Notice of Award, that
1.	You must deliver to the OWNER full Contract Documents. This includes the must bear your signature on (the cover	triplicate sets of Drawings. Ea	
2.	You must deliver with the executed A Instructions to Bidders (paragraph 18		y (Bonds) as specified in the

3.	(List other conditions precenden	its).
to annul this N Withir	otice of Award and to declare your	ne above conditions. OWNER will return to you one fully signed
		(OWNER)
		By:(AUTHORIZED SIGNATURE)
		(AUTHORIZED SIGNATURE)
		(TITLE)
	AC	CCEPTANCE OF AWARD
		(CONTRACTOR)
		Ву:
		(AUTHORIZED SIGNATURE)
		(TITLE)
CODVALENC	NNEED	(DATE)
COPY to ENG	INEEK	

(Use Certified Mail. Return Receipt Requested)

NOTICE TO PROCEED

	Dated:	, 20
TO:		
ADDRESS:		
PROJECT:		
OWNER's CONTRACT NO.		
CONTRACT FOR		
(Insert name of Co	entract as it appears in the Bidding Documents)	
	Times under the above contract will corforming you obligations under the Contract Doc Substantial Completion and completion and read	
Before you may start any Work, you and Owidentified additional insureds) certificates accordance with the Contract Documents.	of insurance which each is required to pure	ENGINEER and other chase and maintain in
Also before you may start any Work at the s	ite, you must (add other requirements)	
	(OWNER)	
	By:	
	(AUTHORIZED SIGNA	ATURE)
	(TITLE)	
	ACCEPTANCE OF AWARD	
	By: $\overline{\text{(CONTRACTOR)}}$	
	(AUTHORIZED SIGNA	ATURE)
	(TITLE)	
Copy to ENGINEER (Use Certified Mail,	(DATE)	

Return Receipt Requested)



SPECIAL SPECIFICATIONS: (P.I.N. 1760.50)

The following items are special specifications:

<u>Item</u>	<u>Description</u>
203.24010017	SHOULDER BACKUP MATERIAL
627.50140008	CUTTING PAVEMENT

ITEM 203.24010017 - SHOULDER BACKUP MATERIAL

DESCRIPTION:

This work shall consist of furnishing, placing, grading, compacting, and trimming shoulder backup material of the type indicated adjacent to shoulders to the lines, grades, and locations indicated in the contract documents or to the lines, grades, and locations directed by the Engineer, in accordance with these specifications and details shown in the plans.

MATERIALS:

General. Except as indicated below, §304-2 shall apply. Where the term "subbase course" is used in that subsection, "shoulder backup material" shall replace it.

Material incorporated into the work need not be stockpiled. The State may test for plasticity, soundness, and gradation at its discretion, or may decide not to test for these properties. Materials incorporated into the work shall consist of uncontaminated materials, free of glass, conforming with these specifications, the contract documents, and the directions of the Engineer.

Unless indicated otherwise in the contract documents, the Contractor may choose the type or types of material to use from the list of types given below. Intermixing of the permitted types, however, will be subject to the approval of the Engineer.

Material that proves to be, or that is determined by the Engineer to be impractical to place, grade, trim or compact as shown in the contract documents or as directed by the Engineer shall not be used.

Type A (Crusher-run, crushed gravel, or crushed stone.) Shoulder backup material of this type shall consist of well graded crusher-run material from a stone quarry or gravel source, or crushed Portland cement concrete. The material shall contain no organic, deleterious, hazardous or toxic material. Gradation shall be subject to the approval of the Engineer, but no material larger than 1 inch in greatest dimension will be allowed. Materials shall not show losses greater than 20% after four cycles of the Magnesium Sulfate Soundness test.

Type B (Subbase Course, Type 2.) Shoulder backup material of this type shall meet the material requirements of Subbase Course, Type 2. The Regional Geotechnical Engineer will examine each proposed source of material for compliance with these specification requirements, and submit an evaluation of the material including any limiting conditions to the Engineer.

Type C (Subbase Course, Type 4.) Shoulder backup material of this type shall meet the material requirements of Subbase Course, Type 4 of the Standard Specifications, except the material furnished shall consist of sand and gravel or a blend of sand and gravel and stone. The Regional Geotechnical Engineer will examine each proposed source of material for compliance with these specification requirements, and submit an evaluation of the material including any limiting conditions to the Engineer.

Type D (Recycled Asphalt Concrete.) Material provided under this option shall consist of uncontaminated recycled asphalt concrete pavement produced on the contract or from other sources as approved by the Engineer. Recycled asphalt concrete pavement shall be substantially free of pieces larger than 4 inches.

Type E (Select Structural or Granular Fill.) Material provided under this option shall consist of material conforming to the soundness, gradation, and pH requirements for Select Structural Fill or Select Granular Fill, except top size shall not exceed that for Type C.

ITEM 203.24010017 - SHOULDER BACKUP MATERIAL

CONSTRUCTION DETAILS:

The material shall be placed on the grade in a manner to minimize segregation using equipment and procedures approved by the Engineer. Uncontrolled spreading from piles dumped on the grade resulting

in segregation will not be permitted. Maximum loose lift thickness prior to compaction shall be 6 inches. The contractor's compaction methods and equipment shall be approved by the Engineer. After compaction, the finished surface of the compacted material at the shoulder edge shall not extend above the edge of the shoulder nor be more than 0.4 inches below the shoulder. Tolerance elsewhere shall be 1½ inch, except the surface shall be graded to drain at every location.

If the final grade of the material is not in reasonable close conformity to the lines and grades indicated in the contract documents, or to those directed by the Engineer, the material shall be trimmed to achieve reasonably close conformance. Additional material shall be brought in to fill deficiencies, and excess material (trimmings) shall be removed. Trimmings may be incorporated into the shoulder backup work at other locations along the project if such opportunities exist and provided gradation of the resulting material remains in conformance with the gradation requirement for the selected option. When it is not possible to incorporate the trimmings in the shoulder backup work the trimmings shall be disposed of or used elsewhere in the contract in a manner approved by the Engineer.

METHOD OF MEASUREMENT:

Shoulder Backup Material will be measured for payment as the number of tons evidenced by delivery tickets, properly placed, graded, compacted, and trimmed along the edge of shoulder in accordance with these specifications and the directions of the Engineer.

When truck scales are not available within reasonable distance of the source of the material, as determined by the Engineer, the quantity paid for will be determined using conversion factors and the loose volume of shoulder backup material determined by measuring the dump truck bodies. The Contractor shall select the trucks to be used for delivery of the material with the approval of the Engineer. Once the trucks are selected and approved by the Engineer, no other trucks shall be used for delivery of this material. The trucks shall be uniformly loaded to the satisfaction of the Engineer.

Additional material brought in as part of the trimming operation to fill deficiencies will be measured for payment. The quantity of trimmings removed from the shoulder backup operation and not incorporated into the shoulder backup work elsewhere, however, will not be measured for payment under this pay item, and the Engineer will make an appropriate adjustment to the measured quantity.

Unless other conversion factors are indicated in the Contract Documents, the conversion factor will be 0.05tons per cubic foot, loose measure.

BASIS OF PAYMENT:

The unit price bid per ton for Shoulder Backup Material shall include the cost of all labor, materials, and equipment necessary to satisfactorily furnish, place, grade, compact, and trim Shoulder Backup Material.

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

METHOD OF MEASUREMENT:

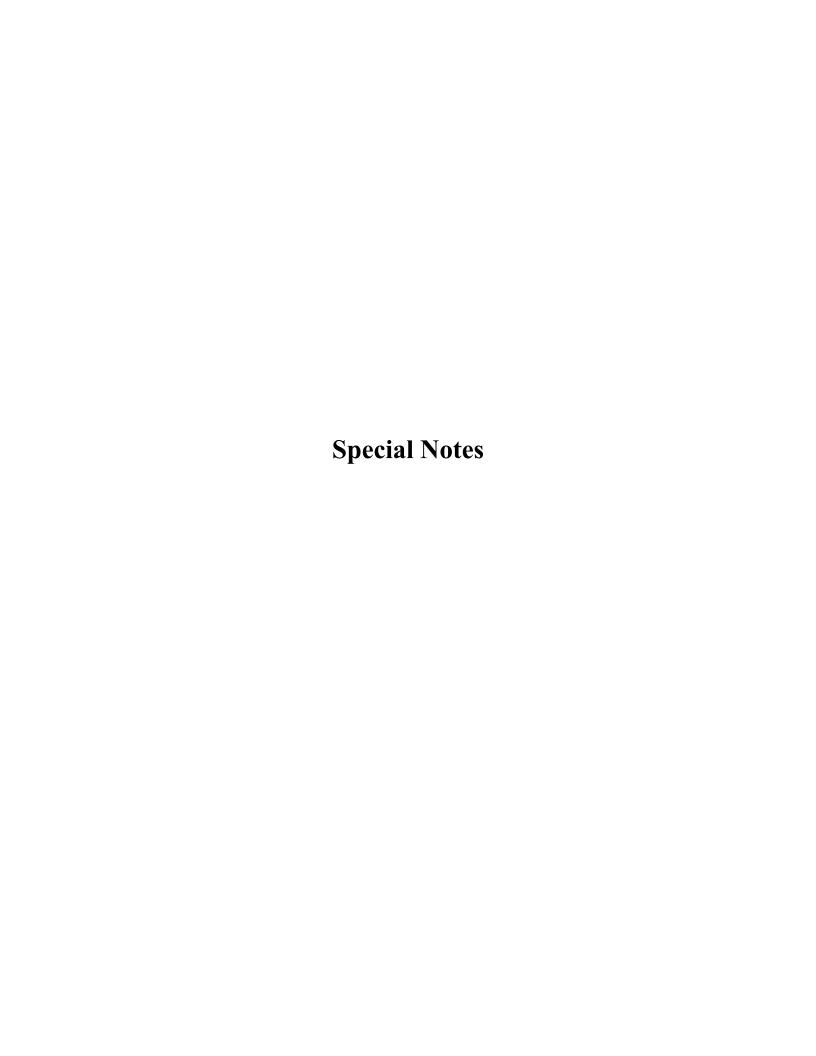
The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

BASIS OF PAYMENT:

The unit price bid per linear foot of pavement cutting shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.

Page 1 Aug. 2013



SPECIAL NOTES: (P.I.N. 1760.50)

The following items are special NOTES:

Description

ENGINEERING INSTRUCTIONS AND ENGINEERING BULLETINS
ASPHALT AND FUEL PRICE ADJUSTMENT
GENERAL SPECIAL NOTES
EMERGENCY CONTACTS
DUST CONTROL
INSURANCE
MODIFICATION TO INSURANCE
NOISE POLLUTION
SIGN INSTLLATION ID LABELS
SPILLAGE OF OIL OR HAZARDOUS SUBSTANCES
ULTRA LOW SULFUR DIESEL
OFFICE TECHNOLOGIES AND SUPPLIES – VERIFY IS NEEDED

SPECIAL NOTES NYSDOT STANDARD SPECIFICATIONS

All applicable Engineering Instructions and Engineering Bulletins which have been issued by the NYSDOT to modify the "New York Standard Specifications" are made part of the Contract Documents although they are not included with the Contract Documents. They are available to be viewed and downloaded at the New York State Department of Transportation website at (www.nysdot.gov). It shall be the Contractor's responsibility to implement the most current and complete Standard Specifications.

UPDATES AND MODIFICATIONS TO 2008 STANDARD SPECIFICATIONS (NYSDOT)

Prospective bidders are hereby notified that the NYSDOT Standard Specifications for Construction and Materials have been updated multiple times by NYSDOT. The NYSDOT's website contains an unofficial copy of updated Standard Specifications. It is located at:

https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us

The responsibility of maintaining an up-to-date copy of the Standard Specifications lies solely with the prospective bidders and as such, the references provided herein are for information purposes only. In order to obtain all updaters and modifications to the Standard Specifications, prospective bidders should consult the NYSDOT's Engineering Information Issuance System. It is located at:

https://www.dot.ny.gov/eieb

Prospective bidders who do not have a copy of the Standard Specifications may download a copy form the following website

https://www.dot.ny.gov/main/business-center/engineering/specifications/2008-standard-specs-us

Alternatively, prospective bidders who do not have a copy of the Standard Specifications may order a copy by contacting the NYSDOT Plan Sales Unit at:

NYSDOT Plan Sales Section 50 Wolf Road, 1st Floor Albany, NY 12232 Tel (518) 457-2124 Fax (518) 457-2624



Department of Transportation

ENGINEERING BULLETIN

EB 18-004

Title: FUEL, ASPHALT & STEEL PRICE ADJUSTMENTS (February 2018)

Approved:

/s/ John Neidhart for BKD Brian K. DeWald, P.E. Assistant Director (Office of Construction)

1/24/18 Date

Expires one year after issue unless replaced sooner

This Bulletin replaces **EB 17-050.** On or about the 25th of each month, this information is made available on the NYSDOT website at: https://www.dot.ny.gov/main/business-center/contractors/construction-division/fuel-asphalt-steel-price-adjustments

The following information is to be used in computation of progress and final payments for the fuel, asphalt, and steel price adjustment pay items. Instructions for calculating these payments are contained in Section 698 of the Standard Specifications.

AVERAGE POSTED PRICES FOR FUEL								
	2018		20	17	2016			
	\$/liter	\$/gallon	\$/liter	\$/gallon	\$/liter	\$/gallon		
January	0.50	1.91	0.45	1.70	0.33	1.27		
February	0.54	2.06	0.43	1.62	0.28	1.05		
March			0.44	1.65	0.29	1.11		
April			0.42	1.59	0.35	1.34		
May			0.45	1.71	0.38	1.44		
June			0.45	1.70	0.44	1.67		
July			0.41	1.54	0.43	1.62		
August			0.44	1.66	0.39	1.46		
September			0.45	1.70	0.42	1.60		
October			0.47	1.78	0.40	1.50		
November			0.48	1.82	0.42	1.58		
December		NE DOOTE	0.50	1.91	0.39	1.49		

AVERAGE POSTED PRICES FOR ASPHALT (Performance-Graded Binder)

(i enomance-Graded Binder)									
	2018		20	17	2016				
	\$/Ton (metric)	\$/Ton	\$/Ton (metric)	\$/Ton	\$/Ton (metric)	\$/Ton			
January	475	431	368	334	476	432			
February	496	450	380	345	453	411			
March			407	369	432	392			
April			433	393	421	382			
May			451	409	416	377			
June			463	420	430	390			
July			465	422	445	404			
August			463	420	454	412			
September			463	420	447	406			
October			464	421	425	386			
November			462	419	397	360			
December			463	420	378	343			

EB 18-004 Page 2 of 2

The following table lists Producer Price Indexes (PPI) from the USDOL Bureau of Labor Statistics (BLS) along with a listing of initial cost basis (CB) values for steel/iron products. The final PPI is usually available 4 months after publication of the preliminary PPI.

PRODUCER PRICE INDEXES (PPI) FOR WPU 101702 - SEMI FINISHED STEEL MILL PRODUCTS												
	2018				2017				2016			
	Prelim PPI*	Final	Cost Basis		Prelim PPI*	Final PPI	Cost Basis		Prelim PPI* (\$/metric	Final PPI	Cost Basis	
			(\$/metric ton)	(\$/ton)			(\$/metric ton)	(\$/ton)	ton)	· · ·	(\$/metric ton)	(\$/ton)
January			662	601	230.3	224.6	582	528	213.0	213.2	590	536
February			674	612	231.0	226.7	620	563	219.6	214.5	567	515
March					236.8	233.6	653	593	213.7	213.1	575	522
April					236.7	235.1	685	622	219.7	216.5	576	523
May					238.3	238.4	728	661	231.3	223.1	575	522
June					240.5	240.0	715	650	228.3	223.0	609	553
July					239.2	237.0	708	643	250.2	225.2	661	600
August					241.2	238.3	702	637	225.9	225.3	675	613
September					241.0	-	704	640	220.0	223.1	667	605
October					235.1	-	707	642	221.4	221.5	649	589
November					234.1	-	709	644	220.2	220.1	613	557
December					232.7	-	673	611	221.1	221.2	588	534

^{*}Preliminary PPI derived from the Annual Average PPI posted by the USDOL Bureau of Labor Statistics.

CONTACT: Refer questions to Joe Zuchowski via email at Joe.Zuchowski@dot.ny.gov or Brian DeWald via email at Brian.Dewald@dot.ny.gov or by phone at the Office of Construction at (518) 457-6472.

SPECIAL NOTE EMERGENCY CONTACTS

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

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

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

A. During Normal Work Hours:

- 1. The Contractor's responsible person shall respond to the person or agency that initiated the call within 20 minutes from the time the answering service received the call.
- 2. Immediately following the return call to the initiator, he should contact the Engineer advising of the situation and what action he plans to take. If the Engineer is not reachable, he should leave a message on the Engineer's answering machine and contact the Essex County Department of Public Works at (518) 873-6326 with the same information.
- 3. The Contractor shall respond to the emergency and make the follow-up confirmatory calls as directed by the Engineer or the Essex County Department of Public Works.

B. During Non-Working Hours:

- 1. The Contractor's responsible person shall respond to the person or agency that initiated the call within 20 minutes from the time his answering service received the call. If the call initiated from a person or agency other than the Essex County Department of Public Works, immediately notify the Engineer of the situation and the action he plans to take by contacting Greenman-Pedersen, Inc. at (518) 453-9431 ext. 1563 and leave a message.
- 2. If work is required at the project site, the Contractor's responsible person shall be at the site within one hour from the time of the initiator's original call.
- 3. Follow-up call within two hours of the original call shall be made to the original caller, the Essex County Department of Public Works and to Greenman-Pedersen, Inc. advising the status of the emergency and the actions taken. At the same time, a message shall be left on the Engineer's field office answering machine with the same information.

DUST CONTROL

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

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

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

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

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

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

INSURANCE

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

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

Essex County
Greenman-Pedersen, Inc
Federal Highways Administration
NYS Department of Transportation

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

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

SPECIAL NOTE MODIFICATION TO INSURANCE REQUIREMENTS

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

Where required for professional services requiring the signature, stamp or certification of a licensed professional, the Contractor shall provide insurance coverage for Professional Liability/Errors and Omissions in accordance with NYSDOT Standard Specifications §107-06B.8. *Professional Liability/Errors and Omissions*. The insurance coverage for this contract shall be not less than \$3,000,000 per claim and \$3,000,000 in the aggregate. EI

NOISE POLLUTION

The Contractor shall comply with all Federal, State and Local sound control and noise level rules, regulations and ordinances that apply to any work performed under the contract.

The proximity of commercial or private properties in the vicinity of the project will require that noise control procedures be utilized to limit the noise impact of the work on the ambient noise levels in the area

These noise control procedures shall consist of any or all of the following measures:

- 1. Source control
 - a. Equipment mufflers where applicable.
 - b. Maintenance and operations.
 - c. Adherence to equipment noise level emission requirements.
- 2. Site control of overall noise level.
- 3. Time and activity constraints.
- 4. Public awareness of the work.

The Contractor's operations shall be performed in such a manner that contract work related noise levels do not exceed the ambient noise levels. During work hours, the maximum allowable exterior noise level as measured at the exterior of any building shall be 88 db(A). In the event ambient noise levels exceed the above criteria, a noise level increase of 10 db(A) or greater during the above periods will be considered adverse. In the event construction noise levels exceed the noted levels, the Contractor shall take such action as necessary to conform with this provision prior to proceeding with his operations.

The Contractor shall be responsible for all costs arising from delay of operation(s) due to noncompliance with noise control procedures. Conformance to such regulation will not be deemed as a basis for claim for either extension of time or increased compensation. Full compensation shall be considered as included in the prices paid for the various contract items of work involved.

The County reserves the right to monitor the noise levels produced by the construction operations as deemed necessary, or in response to the concerns of residents in the area.

SIGN INSTALLATION IDENTIFICATION LABELS

As required under Section 645 of the Standard Specifications, the back of every sign panel shall be labeled indicating the date of sheeting application and Contract number.

SPILLAGE OF OIL OR HAZARDOUS SUBSTANCES

Spillage of oil and other hazardous substances is especially prohibited by Section 311 of the Clean Water Act of 1977. The contractor shall be responsible to incorporate measures and procedures to prevent spillage of hazardous substances. These measures shall include proper maintenance of construction equipment, designation of special fuel/hazardous substance handling areas which allow spills to be contained before reaching the waterway, and instructions to personnel that oil or other hazardous materials must never be poured into drains or waterways.

If, in spite of the above prevention measures, oil or hazardous substances is spilled onto soils or into a watercourse, the Contractor must provide immediate notification to the following:

- 1. N Y S Department of Environmental Conservation Spills Hotline (518) 457-7362
- 2. National Response Center 1-800-424-8802
- 3. Engineer-in-Charge

A supply of straw or other absorbent material must be readily available to the Contractor at all times so that it may be rapidly deployed to soak up any possible spillage, pending NYSDEC and/or US Coast Guard arrival on the scene. The use of chemical dispersing agents and emulsifiers is not authorized without prior, specific, Federal or State approval.

SPECIAL NOTES GREEN CONSTRUCTION REQUIREMENTS

ULTRALOW SULFUR DIESEL FUEL

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

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

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

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

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

SPECIAL NOTES GREEN CONSTRUCTION REQUIREMENTS

CONTROLLING EXPOSURE TO DIESEL EXHAUST

The Contractor shall exercise measures to protect "Sensitive Receptors" from the impacts of diesel exhaust fumes. Sensitive Receptors include, but are not limited to: hospitals, schools, daycare facilities, building fresh air or ventilation intakes, elderly housing or convalescent facilities. The Contractor shall ensure that diesel powered engines are located away from building air conditioners and windows.

The goal is to minimize exposure of Sensitive Receptors in close proximity to diesel exhaust, in terms of both concentration and time. In general, close proximity is defined as within 15 meters of a Sensitive Receptor. Mitigation techniques include positioning stationary equipment exhausts greater than 15 meters from Sensitive Receptors, extension of equipment exhausts through the use of flexible tubing; protecting building air intakes; and the use of moving operations.

Idling time for diesel powered equipment shall be limited to three consecutive minutes for Delivery and dump trucks and all other diesel powered equipment except as follows:

- When a "mobile source" (vehicle) is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control.
- When it is necessary to operate a loading, unloading or processing device.
- When the outdoor temperature is less than-3°C (27°F).
- When the "mobile source" is being repaired.

Arrow panels and portable variable message signs shall be solar powered wherever possible or practical.

Whenever possible and practicable, the Contractor shall establish staging areas for diesel powered vehicles waiting to load or unload materials at the work site. Such areas shall be located where diesel emissions have the least impact on Sensitive Receptors and the general public.

SPECIAL NOTES GREEN CONSTRUCTION REQUIREMENTS

DUST CONTROL

The Contractor shall minimize dust from disturbed soil surfaces or other materials that can cause off-site damage, health hazards and traffic safety problems. Dusty conditions resulting from the Contractor's operations shall be corrected at no additional cost to the State. Buffer areas of vegetation should be left where practical. Water quality shall be considered when selecting materials for dust control. An approved dust palliative may be used in conformance with applicable conditions placed on its use. A list of acceptable dust palliatives is available at:

www.nysdot.gov/divisions/engineering/technical-services/geotechnical-engineering-bureau/dust-palliatives

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- Vegetative Cover—provides the most practical method of dust control.
- Mulch (including rolled erosion control products)-provides a fast, effective method of dust control.
- Spray Adhesives—Generally composed of polymers in a liquid or solid form mixed with water to
 form an emulsion that is sprayed on the soil surface. The mixing ratios and application rates will
 be in accordance with the manufacturer's recommendations for the specific soils on the site.
 Adhesives shall not be applied to wet soils or if there is a probability of precipitation within 48
 hours.
- For areas subject to traffic (traveling public or construction traffic) products and materials may be applied or placed on soil surfaces to prevent airborne migration of soil particles, including:
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- Polymer Additives—Polymers shall be mixed with water and applied to the driving surface using mixing ratios and application rates in accordance with the manufacturer's recommendations. No application of the polymer will be made if there is a probability of precipitation within 48 hours of its proposed use. Any polymers must be used in accordance with the NYSDEC issued "Conditions for Use" and "Application Instructions." This information can be obtained from the NYSDEC website.
- Barriers—Woven geotextiles or stone can be placed on the driving surface to effectively reduce dust throw and particle migration on haul roads.
- Windbreak—A silt fence or similar barrier can control air currents at horizontal intervals equal to ten times the barrier height. Preserve existing vegetation that acts as a wind barrier as much as practical.
- Wheel Washing–Mechanical or manual wet-method cleaning of on-road construction vehicle tires prior to leaving site.





A SUBSIDIARY OF SJB SERVICES, INC.

CORPORATE/ BUFFALO OFFICE

5167 South Park Avenue Hamburg, NY 14075 Phone: (716) 649-8110 Fax: (716) 649-8051

V

ALBANY OFFICE PO Box 2199 Ballston Spa, NY 12020

5 Knabner Road Mechanicville, NY 12118 Phone: (518) 899-7491 Fax: (518) 899-7496

CORTLAND OFFICE 60 Miller Street Cortland, NY 13045 Phone: (607) 758-7182 Fax: (607) 758-7188

ROCHESTER OFFICE 535 Summit Point Drive Henrietta, NY 14467 Phone: (585) 359-2730 Fax: (585) 359-9668

MINERS

ACEC New York

July 7, 2017

Greenman-Pedersen, Inc. 80 Wolf Road, Suite 300 Albany, New York 12205

phone: (518) 453-9431 fax: (518) 453-9458

Attn: Jeff Gentzler, I.E.

Re: Geotechnical Investigation

Shore Airport Road (CR 43) Rehabilitation

Town of Ticonderoga, New York Empire Project No. AE-17-011

Dear Mr. Gentzler:

Presented herein are the results of a geotechnical engineering investigation performed by Empire Geo-Services, Inc. along Shore Airport Road in the town of Ticonderoga, Essex County, New York. This work was performed under the terms of our proposal number PA-17-095, which was authorized by Greenman-Pedersen, Inc. (GPI) by way of a subconsultant agreement for design services entered into on or about May 16, 2017.

1.0 BACKGROUND

As we understand it, roadway rehabilitation is planned along Shore Airport Road (County Route 43), which runs from the NYS Route 22/74 overlap to the NYS Route 9N/22 overlap, this a distance of some 4.1 miles.

The existing roadway consists of an asphalt pavement surface with typically one travel lane in each direction (although portions at its south and north ends have two travel lanes in one direction). While it is located in a generally rural area, the roadway carries a significant amount of heavy truck traffic associated with the International Paper Co. facility located there. We understand the anticipated means of pavement rehabilitation will be hot in-place recycling with a 2-inch overlay in the travel lanes, whereas the shoulders will receive a truing and leveling course with overlay.

2.0 SUBSURFACE INVESTIGATION

Pavement Cores/Test Borings

Subsurface conditions along the roadway were investigated through the

completion of ten pavement cores/shallow test borings (designated in pairs as A-1 and A-2, B-1 and B-2, C-1 and C-2, and so on). The test locations were selected and marked in the field by GPI, as shown on the attached pavement core location plan. At most of the letter-designated locations, the "1" core was located in the northbound travel lane, and the "2" core was located in the northbound shoulder (the exception to this being location "E", where the "1" and "2" cores were taken in the northbound and southbound travel lanes, respectively).

The cores/test borings were performed by our drilling and materials testing affiliate, SJB Services, Inc., and were generally completed as follows:

- The pavement cores were performed with a portable electric pavement coring machine equipped with a 4-inch diameter thin-wall bit, and were extended through whatever surface paving materials were in-place.
- To allow characterization of the pavement subbase and underlying subgrade, split-spoon sampling was performed to a nominal depth of six feet or refusal at each core location, whereby continuous samples of the subbase/subgrade were retrieved and SPT N-values were measured. The sampling was performed in general accordance with ASTM D1586. A grab sample of the subbase directly below the pavement was taken at some locations prior to the split-spoon sampling.
- Upon completion of sampling, each core/borehole was backfilled with granular fill, and was finished at-grade with asphalt cold patch to approximately match the existing pavement section.

The recovered pavement cores and soil samples were transported to Empire's office for visual classification by a geotechnical engineer, whereby the asphalt cores were measured, photographed, and described based on individual layer thickness and any apparent weathering. The soil samples were described based on estimation of grain size distribution, and characteristics such as color, consistency, moisture, etc.

Individual subsurface logs were prepared based on the visual classifications and the driller's field notes. The logs are presented in Attachment A, together with a summary sheet and key which explains the terms and symbols used in their preparation. Photographs of each pavement core are presented in Attachment B.

Laboratory Testing

Limited laboratory testing of the recovered soil samples was performed to confirm the visual classifications and to provide soil index properties; results of this testing are presented in Attachment C.

3.0 SUBSURFACE CONDITIONS

Refer to the individual subsurface logs for the specific conditions encountered at each core/test boring location. A summary of these conditions by stratum is provided below.

Total asphalt pavement thickness as indicated by the cores was found to range from $7\frac{1}{2}$ to $12\frac{1}{4}$ inches at the traffic lane locations, and $1\frac{1}{4}$ to $2\frac{1}{4}$ inches at the shoulder locations. For the most part, the cores exhibited little or no weathering, separation or disintegration.

Subbase material below the existing pavements typically consisted of firm to compact gravelly sands with trace to little amounts of silt. In general, no clear distinction was evident between whatever subbase material was present directly beneath the asphalt pavement and the underlying subgrade (granular roadway embankment material as described below), although the relative portion of gravel may have been greater directly beneath the asphalt in some instances. It should be understood the subbase characterization and measurement was compromised by limited sight/access through the core holes; additionally, coarser materials present in the subbase may not be fully represented in the recovered samples due to the relatively small sampler diameter. A summary table of pavement core and subbase findings is presented in Attachment D.

Subgrade soils at the core locations consisted of loose to compact sands with lesser amounts of gravel and silt, this material apparently imported as roadway embankment material and typically extending to depths of about 4.0 to 5.5 feet below the pavement surface (exclusive of locations C-2 and E-2, where shallow refusals were encountered at depths of 3.2 and 2.7 feet, respectively, presumably on bedrock and/or boulders). We estimate the granular subgrade soils would typically qualify among the A-1 group using the AASHTO soil classification system.

Native soils, which were present beneath the granular roadway embankment material at most locations (exclusive of C-2 and E-2), were generally found to consist of soft to medium consistency cohesive silts and clays. Pocket penetrometer readings on samples from select locations indicate the unconfined compressive strength of these fine-grained soils are between 1.3 and 3.8 tons per square foot (tsf). The native soils encountered are consistent with those indicated on the NRCS National Cooperative Soil Survey.

As previously indicated, bedrock (or possibly boulders) was encountered at the C-2 and E-2 locations as evidenced by shallow refusals. We note that bedrock appears to be shallow in roughly the southern portion of the roadway, as bedrock outcrops and/or rock cuts can be seen along the roadside in places. For information purposes, the Geologic Map of New York - Adirondack Sheet (New York State Education Department, 1970) indicates that bedrock beneath the project area consists of limestones, dolostones and siltstones of the Beekmantown group.

Groundwater Observations

Roadway subbase soils were for the most part well-drained and free of generalized groundwater conditions at the time of investigation, although the underlying subgrades were found to be very moist to wet in places, and measurable groundwater was present upon completion of sampling at locations A-2 and E-1. It appears that groundwater may have a tendency to become locally perched or trapped in the granular subgrade soils atop the relatively impermeable native silts and clays and/or bedrock at depth.

Wet subgrades may become more prevalent during seasonally wet periods and following heavy or extended periods of precipitation. Perched water conditions may also result from intermittent and variable frost penetration. It should be expected that groundwater conditions, and the extent of any perched water, will vary with location and with seasonal fluctuations in precipitation and runoff.

4.0 CONCLUDING REMARKS

Please contact us at your convenience should you have any questions or if anything further is needed.

Sincerely,

EMPIRE GEO-SERVICES, INC.

John S. Hutchison, P.E. Geotechnical Engineer

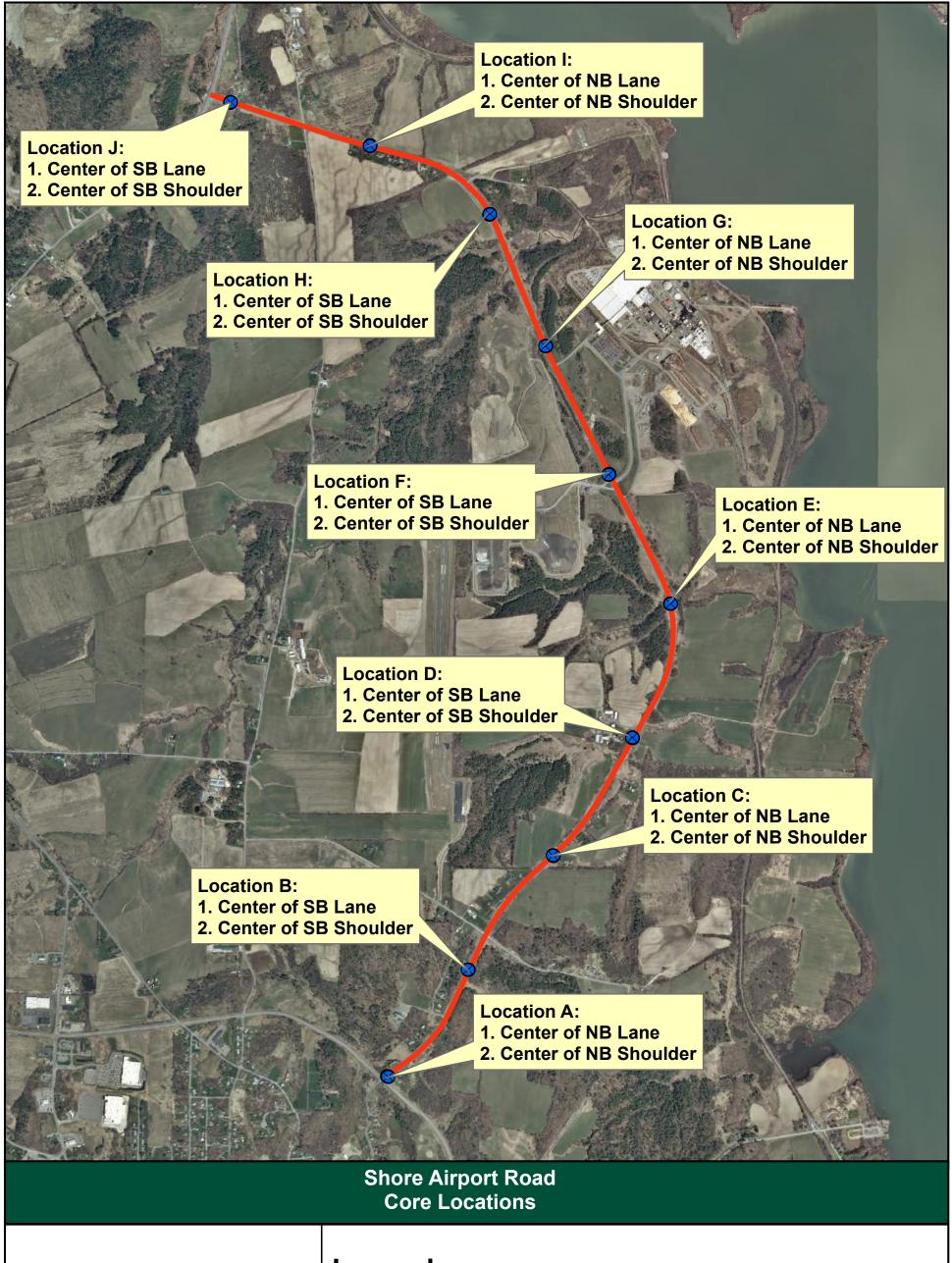
enc: Figures and Attachments A, B, C and D

Figures

Subsurface Investigation Plan

ATTACHMENT A

Subsurface Logs and Key

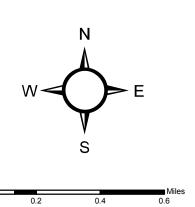


Legend

GPI

Core Locations

Shore Airport Road



DATE: PROJ. NO. AE-17-011 SJB SERVICES, INC. START HOLE NO. 6/5/2017 SUBSURFACE LOG **FINISH** 6/5/2017 SURF. ELEV. SHEET 1 OF 1 G.W. DEPTH See notes PROJECT: Proposed Roadway Rehabilitation LOCATION: Town of Ticonderoga County Route 43 (Shore Airport Road) Essex County, New York BLOWS ON SAMPLER SOIL OR ROCK DEPTH NOTES CLASSIFICATION REC. (ft.) (ft.) 12/18 9 13 0.9 10-3/4" Asphalt pavement, then: Brown f-c SAND & GRAVEL, little silt (Moist - Firm) 10 17 - similar (Very Moist) 9 8 8 1.4 4.0' 3 2 3 2 5 2.0 Gray-Brown CLAY & SILT (Moist - Soft) Pt = 2.0 - 3.0 tsfEnd of Boring at 6.0' No measurable groundwater in borehole upon completion of sampling (mucky at bottom). Grab sample of nominal subbase directly beneath asphalt pavement apparently more gravelly than that recovered in spoon sample, but otherwise similar. N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW CLASSIFICATION: Visual by

- All recovered samples will be retained for approximately sixty (60) days, after which the samples will be discarded unless directed otherwise. -

Geotechnical Engineer

DRILL RIG TYPE :

Electric core machine w/ thin wall bit, ASTM D1586

DRILLER: T. Farrell

DATE: PROJ. NO. AE-17-011 SJB SERVICES, INC. START 6/5/2017 HOLE NO. SUBSURFACE LOG FINISH 6/5/2017 SURF. ELEV. SHEET 1 OF 1 G.W. DEPTH See notes PROJECT: Proposed Roadway Rehabilitation LOCATION: Town of Ticonderoga County Route 43 (Shore Airport Road) Essex County, New York BLOWS ON SAMPLER SOIL OR ROCK DEPTH NOTES CLASSIFICATION REC. (ft.) 2" Asphalt pavement, then: Brown f-c SAND, some Gravel 6 5 5 11 1.3 little silt (Very Moist - Firm) 4 0.6 - similar (Very Moist to Wet - Loose) 3 4.0' 3 2 6 0.5 Brown Silty CLAY w/ some Sand, Gravel (Very Moist) (apparently reworked) End of Boring at 6.0' Water level at 3.9' in borehole upon completion of sampling.

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFICATION: Visual by

DRILLER: T. Farrell DRILL RIG TYPE: CME-550X Geotechnical Engineer

METHOD OF INVESTIGATION Electric core machine w/ thin wall bit, ASTM D1586

DATE: PROJ. NO. AE-17-011 SJB SERVICES, INC. START HOLE NO. 6/5/2017 SUBSURFACE LOG **FINISH** 6/5/2017 SURF. ELEV. SHEET 1 OF 1 G.W. DEPTH See notes PROJECT: Proposed Roadway Rehabilitation LOCATION: Town of Ticonderoga County Route 43 (Shore Airport Road) Essex County, New York **BLOWS ON SAMPLER** SOIL OR ROCK DEPTH NOTES CLASSIFICATION REC. (ft.) 12/18 19 30 0.9 11" Asphalt pavement, then: Brown f-c SAND, some Sample no. 1 taken with 3" spoon, which likely Gravel, trace silt (Moist - Firm) elevated blow counts. 17 20 38 1.7 - grades little gravel 18 10 4.5' 7 5 6 9 1.6 Brown-Gray Clayey SILT w/ little f-m sand (Moist - Medium) End of Boring at 6.0' No measurable groundwater in borehole upon completion of sampling (mucky at bottom). Grab sample of nominal subbase directly beneath asphalt pavement apparently more gravelly than that recovered in spoon sample, but otherwise similar. N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW CLASSIFICATION: Visual by

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Geotechnical Engineer

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N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFICATION: Visual by

DRILLER: T. Farrell DRILL RIG TYPE: CME-550X Geotechnical Engineer

METHOD OF INVESTIGATION Electric core machine w/ thin wall bit, ASTM D1586

DATE: PROJ. NO. AE-17-011 SJB SERVICES, INC. START HOLE NO. 6/5/2017 SUBSURFACE LOG **FINISH** 6/5/2017 SURF. ELEV. SHEET 1 OF 1 G.W. DEPTH See notes PROJECT: Proposed Roadway Rehabilitation LOCATION: Town of Ticonderoga County Route 43 (Shore Airport Road) Essex County, New York **BLOWS ON SAMPLER** SOIL OR ROCK DEPTH NOTES CLASSIFICATION REC. (ft.) (ft.) 12/18 40 37 22 59 1.6 7-1/2" Asphalt pavement, then: Brown f-c SAND, some Sample no. 1 taken with 3" Gravel, little silt (Damp - Firm) spoon, which likely elevated blow counts. 26 45 1.9 - grades little gravel (Moist - Compact) 14 20 25 4.5' 3 19 7 8 10 15 1.8 Brown-Gray SILT & CLAY w/ little embedded c. sand, gravel (till-like) (Moist - Medium) End of Boring at 6.0' No measurable groundwater in borehole upon completion of sampling (mucky at bottom). Grab sample of nominal subbase directly beneath asphalt pavement apparently more gravelly than that recovered in spoon sample, but otherwise similar.

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW DRILLER: T. Farrell

DRILL RIG TYPE :

CLASSIFICATION: Visual by Geotechnical Engineer

Electric core machine w/ thin wall bit, ASTM D1586 METHOD OF INVESTIGATION

- All recovered samples will be retained for approximately sixty (60) days, after which the samples will be discarded unless directed otherwise. -

DATE: PROJ. NO. AE-17-011 SJB SERVICES, INC. START 6/5/2017 HOLE NO. SUBSURFACE LOG **FINISH** 6/5/2017 SURF. ELEV. SHEET 1 OF 1 G.W. DEPTH See notes PROJECT: Proposed Roadway Rehabilitation LOCATION: Town of Ticonderoga County Route 43 (Shore Airport Road) Essex County, New York BLOWS ON SAMPLER SOIL OR ROCK DEPTH NOTES CLASSIFICATION REC. (ft.) 12/18 2-1/4" Asphalt pavement, then: Brown f-c SAND & GRAVEL 25 19 20 22 39 1.8 little silt (Moist - Compact) 2 24 27 50/.2 0.9 - similar, w/ rock or boulder fragments (Damp - V. Compact) End of Boring at 3.2' No measurable groundwater in borehole upon completion of sampling. N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW CLASSIFICATION: Visual by DRILLER: T. Farrell DRILL RIG TYPE : Geotechnical Engineer Electric core machine w/ thin wall bit, ASTM D1586 METHOD OF INVESTIGATION

⁻ All recovered samples will be retained for approximately sixty (60) days, after which the samples will be discarded unless directed otherwise. -

DATE: PROJ. NO. AE-17-011 SJB SERVICES, INC. START 6/6/2017 HOLE NO. SUBSURFACE LOG **FINISH** 6/6/2017 SURF. ELEV. SHEET 1 OF 1 G.W. DEPTH See notes PROJECT: Proposed Roadway Rehabilitation LOCATION: Town of Ticonderoga County Route 43 (Shore Airport Road) Essex County, New York BLOWS ON SAMPLER SOIL OR ROCK DEPTH NOTES CLASSIFICATION REC. (ft.) 12/18 20 25 0.9 12" Asphalt pavement, then: Brown f-c SAND, some Gravel, little silt (V. Moist - Firm) 19 10 36 1.8 - grades trace gravel 26 11 4.0' Pt = 3.0 - 3.8 tsf 7 5 6 9 2.0 Brown SILT & CLAY (Moist - Medium) End of Boring at 6.0' No measurable groundwater in borehole upon completion of sampling. Grab sample of nominal subbase directly beneath asphalt pavement apparently more gravelly than that recovered in spoon sample, but otherwise similar.

N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW

CLASSIFICATION: Visual by

DRILLER: T. Farrell DRILL RIG TYPE: CME-550X Geotechnical Engineer

METHOD OF INVESTIGATION Electric core machine w/ thin wall bit, ASTM D1586

- All recovered samples will be retained for approximately sixty (60) days, after which the samples will be discarded unless directed otherwise. -

DATE: PROJ. NO. AE-17-011 SJB SERVICES, INC. START 6/6/2017 HOLE NO. SUBSURFACE LOG **FINISH** 6/6/2017 SURF. ELEV. SHEET 1 OF 1 G.W. DEPTH See notes PROJECT: Proposed Roadway Rehabilitation LOCATION: Town of Ticonderoga County Route 43 (Shore Airport Road) Essex County, New York BLOWS ON SAMPLER SOIL OR ROCK DEPTH NOTES CLASSIFICATION REC. (ft.) 12/18 26 30 22 56 1.5 1-1/2" Asphalt pavement, then: Brown f-c SAND, little Sample no. 1 taken with 3" gravel, trace silt (Moist - Firm) spoon, which likely elevated blow counts. 8 7 5 12 1.3 - similar (Very Moist to Wet) 2 3 7 0.3 5.5' Brown-Gray SILT & CLAY (V. Moist) End of Boring at 6.0' No measurable groundwater in borehole upon completion of sampling. N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW CLASSIFICATION: Visual by DRILLER: T. Farrell DRILL RIG TYPE : Geotechnical Engineer

Electric core machine w/ thin wall bit, ASTM D1586

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DATE: PROJ. NO. AE-17-011 SJB SERVICES, INC. START 6/6/2017 HOLE NO. SUBSURFACE LOG **FINISH** 6/6/2017 SURF. ELEV. SHEET 1 OF 1 G.W. DEPTH See notes PROJECT: Proposed Roadway Rehabilitation LOCATION: Town of Ticonderoga County Route 43 (Shore Airport Road) Essex County, New York BLOWS ON SAMPLER SOIL OR ROCK DEPTH NOTES CLASSIFICATION REC. (ft.) 12/18 12-1/4" Asphalt pavement, then: Brown f-c SAND, some 22 27 8.0 Sample no. 1 taken with 3" spoon, which likely Gravel, little silt (Moist - Firm) elevated blow counts. 20 18 17 22 45 1.7 - grades little gravel (Moist to Wet - Compact) 4.0' 6 5 5 9 1.3 Brown Silty CLAY (V. Moist - Medium) Pt = 1.3 - 1.5 tsf End of Boring at 6.0' Water level at 4.2' in borehole upon completion of sampling. N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW CLASSIFICATION: Visual by

- All recovered samples will be retained for approximately sixty (60) days, after which the samples will be discarded unless directed otherwise. -

Geotechnical Engineer

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Electric core machine w/ thin wall bit, ASTM D1586

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DATE: PROJ. NO. AE-17-011 SJB SERVICES, INC. START 6/6/2017 HOLE NO. SUBSURFACE LOG FINISH 6/6/2017 SURF. ELEV. SHEET 1 OF 1 G.W. DEPTH See notes PROJECT: Proposed Roadway Rehabilitation LOCATION: Town of Ticonderoga County Route 43 (Shore Airport Road) Essex County, New York BLOWS ON SAMPLER SOIL OR ROCK DEPTH NOTES CLASSIFICATION REC. (ft.) 12/18 12" Asphalt pavement, then: Brown f-c SAND, some 26 19 8.0 Gravel, little silt (Moist - Firm) 31 50/.2 0.3 - similar, w/ thin seam silty clay (V. Moist) Driller notes refusal on End of Boring at 2.7' probable boulder (or No measurable groundwater in borehole upon completion of sampling. N = NO. BLOWS TO DRIVE 2-INCH SPOON 12-INCHES WITH A 140 LB. PIN WT. FALLING 30-INCHES PER BLOW CLASSIFICATION: Visual by DRILLER: T. Farrell DRILL RIG TYPE : Geotechnical Engineer

Electric core machine w/ thin wall bit, ASTM D1586

⁻ All recovered samples will be retained for approximately sixty (60) days, after which the samples will be discarded unless directed otherwise. -

GENERAL INFORMATION & KEY TO SUBSURFACE LOGS

The Subsurface Logs attached to this report present the observations and mechanical data collected by the driller at the site, supplemented by classification of the material removed from the borings as determined through visual identification by technicians in the laboratory. It is cautioned that the materials removed from the borings represent only a fraction of the total volume of the deposits at the site and may not necessarily be representative of the subsurface conditions between adjacent borings or between the sampled intervals. The data presented on the Subsurface Logs together with the recovered samples provide a basis for evaluating the character of the subsurface conditions relative to the project. The evaluation must consider all the recorded details and their significance relative to each other. Often analyses of standard boring data indicate the need for additional testing or sampling procedures to more accurately evaluate the subsurface conditions. Any evaluation of the contents of this report and recovered samples must be performed by qualified professionals. The following information defines some of the procedures and terms used on the Subsurface Logs to describe the conditions encountered, consistent with the numbered identifiers shown on the Key opposite this page.

- 1. The figures in the Depth column define the scale of the Subsurface Log.
- 2. The Samples column shows, graphically, the depth range from which a sample was recovered. See Table I for descriptions of the symbols used to represent the various types of samples.
- 3. The Sample No. is used for identification on sample containers and/or Laboratory Test Reports.
- 4. Blows on Sampler shows the results of the "Penetration Test", recording the number of blows required to drive a split spoon sampler into the soil. The number of blows required for each six inches is recorded. The first 6 inches of penetration is considered a seating drive. The number of blows required for the second and third 6 inches of penetration is termed the penetration resistance, N. The outside diameter of the sampler, hammer weight and length of drop are noted at the bottom of the Subsurface Log.
- 5. Blows on Casing Shows the number of blows required to advance the casing a distance of 12 inches. The casing size, hammer weight, and length of drop are noted at the bottom of the Subsurface Log. If the casing is advanced by means other than driving, the method of advancement will be indicated in the Notes column or under the Method of Investigation at the bottom of the Subsurface Log. Alternatively, sample recovery may be shown in this column, or other data consistent with the column heading.
- 6. All recovered soil samples are reviewed in the laboratory by an engineering technician, geologist or geotechnical engineer, unless noted otherwise. Visual descriptions are made on the basis of a combination of the driller's field descriptions and noted observations together with the sample as received in the laboratory. The method of visual classification is based primarily on the Unified Soil Classification System (ASTM D 2487) with regard to the particle size and plasticity (See Table No. II), and the Unified Soil Classification System group symbols for the soil types are sometimes included with the soil classification. Additionally, the relative portion, by weight, of two or more soil types is described for granular soils in accordance with "Suggested Methods of Test for Identification of Soils" by D.M. Burmister, ASTM Special Technical Publication 479, June 1970. (See Table No. III). Description of the relative soil density or consistency is based upon the penetration records as defined in Table No. IV. The description of the soil moisture is based upon the relative wetness of the soil as recovered and is described as dry, moist, wet and saturated. Water introduced into the boring either naturally or during drilling may have affected the moisture condition of the recovered sample. Special terms are used as required to describe soil deposition in greater detail; several such terms are listed in Table V. When sampling gravely soils with a standard two inch diameter split spoon, the true percentage of gravel is often not recovered due to the relatively small sampler diameter. The presence of boulders and large gravel is sometimes, but not necessarily, detected by an evaluation of the casing and sampler blows or through the "action" of the drill rig as reported by the driller.
- 7. Rock description is based on review of the recovered rock core and the driller's notes. Frequently used rock classification terms are included in Table VI.
- 8. The stratification lines represent the approximate boundary between soil types and the transition may be gradual. Solid stratification lines delineate apparent changes in soil type, based upon review of recovered soil samples and the driller's notes. Dashed lines convey a lesser degree of certainty with respect to either a change in soil type or where such change may occur.
- 9. Miscellaneous observations and procedures noted by the driller are shown in this column, including water level observations. It is important to realize the reliability of the water level observations depends upon the soil type (water does not readily stabilize in a hole through fine grained soils), and that any drill water used to advance the boring may have influenced the observations. The ground water level will fluctuate seasonally, typically. One or more perched or trapped water levels may exist in the ground seasonally. All the available readings should be evaluated. If definite conclusions cannot be made, it is often prudent to examine the conditions more thoroughly through test pit excavations or groundwater observation wells.
- 10. The length of core run is defined as the length of penetration of the core barrel. Core recovery is the length of core recovered divided by the core run. The RQD (Rock Quality Designation) is the total length of pieces of NX core exceeding 4 inches divided by the core run. The size core barrel used is also noted in the Method of Investigation at the bottom of the Subsurface Log.

DATE

STARTED ____7/29/09__

FINISHED 7/30/09

SHEET __1_ OF __1_



SJB SERVICES, INC. SUBSURFACE LOG

PROJ. No. <u>AE-09-099</u>

HOLE No. B-1

SURF. ELEV. 325.6

G.W. DEPTH see notes

PROJECT _____ LOCATION _____

	DEPTH (SAMPLES	SAMPLE No.	0 6		MPLI		N	BLOWS ON CASING C	SOIL OR ROCK CLASSIFICATION	NOTES
Г	0	1	1	3	3	4	8	7	10	3" TOPSOIL	Groundwater at 10' _
									15	Brown SILT, some Sand, trace clay, ML	upon completion, and
									50/.5	(Moist-Loose)	5' 24 hrs. after
		\setminus									completion _
	_	\setminus								Gray SHALE, medium hard, weathered,	
	וֹ [ī						Ī	thin bedded, some fractures	Run#1, 2.5'-5.0'
	\mathfrak{D}_{0}^{1}		3	~		₩_			(5)	(numbered features	95% Recovery
ı	_ (2)			(Ð				explained on reverse)	50% RQD (0)

TABLE I













TABLE II

Identification of soil type is made on basis of an estimate of particle sizes, and in the case of fine grained soils also on basis of plasticity.

Soil Type	Soil Particle Size	
Boulder	>12"	
Cobble	3" - 12"	
Gravel - Coarse	3" - 3/4"	Coarse Grained
- Fine	3/4" - #4	(Granular)
Sand - Coarse	#4 - #10	
- Medium	#10 - #40	
- Fine	#40 - #200	
Silt - Non Plastic (Clay - Plastic (Co	′ <#200	Cohesive

TABLE III

The following terms are used in classifying soils consisting of mixtures of two or more soil types. The estimate is based on weight of total sample.

Term	Percent of Total Sample
"and"	35 - 50
"some"	20 - 35
"little"	10 - 20
"trace"	less than 10

(When sampling gravelly soils with a standard split spoon, the true percentage of gravel is often not recovered due to the relatively small sampler diameter.)

TABLE IV

The relative compactness or consistency is described in accordance with the following terms:

l	Granular Soi	nular Soils Cohesive Soils		
Ĺ	Term	Blows per Foot, N	Term	Blows per Foot, N
I	Loose	<11	Very Soft	<3
l	Firm	11 - 30	Soft	3 - 5
l	Compact	31 - 50	Medium	6 - 15
l	Very Compact	>50	Stiff	16 - 25
l			Hard	>25
н				

(Large particles in the soils will often significantly influence the blows per foot recorded during the penetration test)

TABLE V

Varved	Horizontal uniform layers or seams of soil(s).
Layer	Soil deposit more than 6" thick.
Seam	Soil deposit less than 6" thick.
Parting	Soil deposit less than 1/8" thick.
Laminated	Irregular, horizontal and angled seams and partings of soil(s).

TABLE VI

Rock Clas	sification Term	Meaning	Rock Clas	ssification Term	Meaning	
Hardness	- Soft - Medium Hard - Hard - Very Hard	Scratched by fingernail Scratched easily by penknife Scratched with difficulty by penknife Cannot be scratched by penknife	Bedding	LaminatedThin BeddedBeddedThick Bedded	(<1") (1" - 4") (4" - 12") (12" - 36")	Natural breaks in Rock Layers
Weathering	Very WeatheredWeatheredSound	Judged from the relative amounts of disintegration, iron staining, core recovery, clay seams, etc.		- Massive refers to natural brea e rock layers)	(>36") aks in the rock o	oriented at some

ATTACHMENT B

Pavement Core Photographs



Pavement core at A-1 (in northbound travel lane)



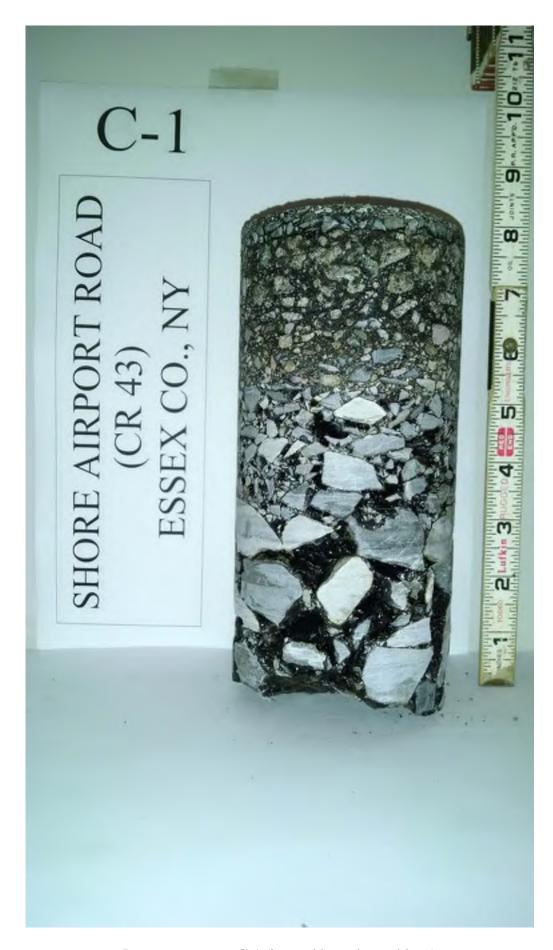
Pavement core at A-2 (in northbound shoulder)



Pavement core at B-1 (in northbound travel lane)



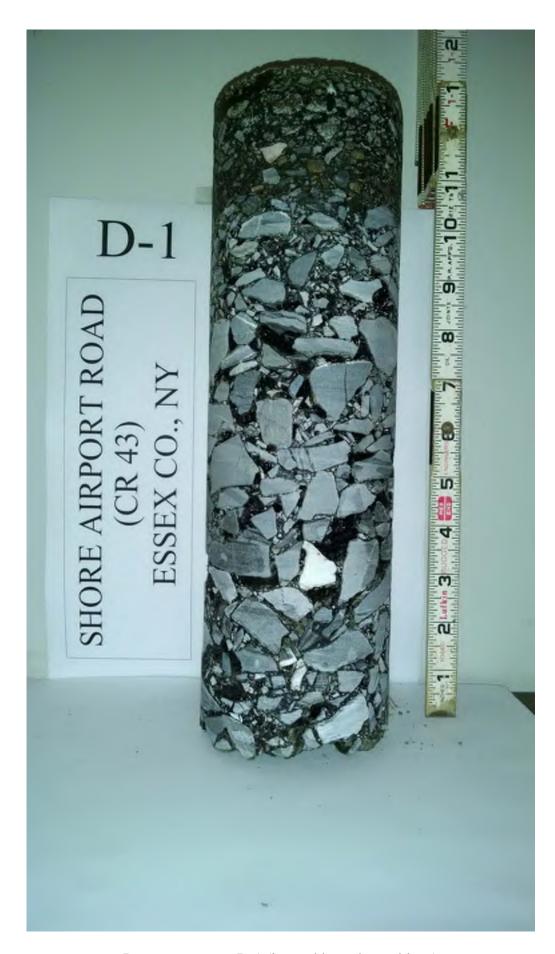
Pavement core at B-2 (in northbound shoulder)



Pavement core at C-1 (in northbound travel lane)



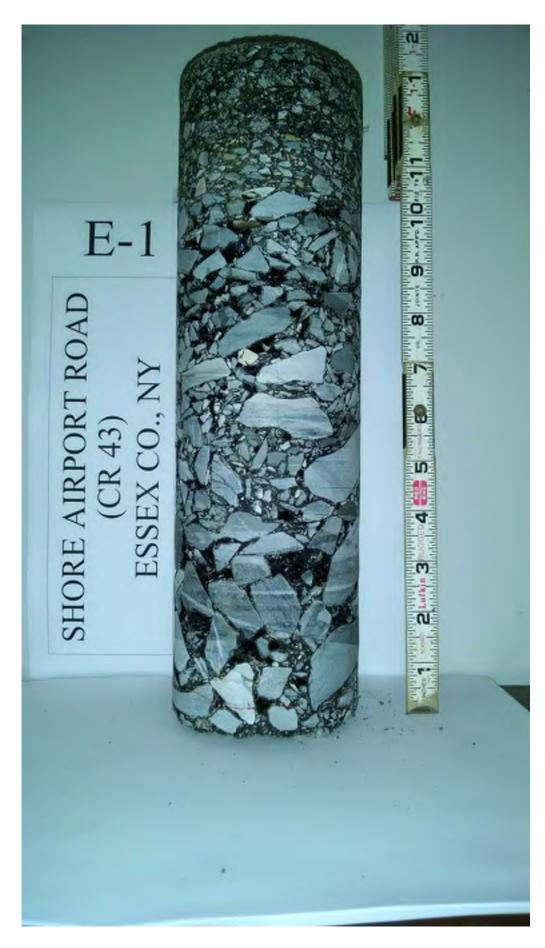
Pavement core at C-2 (in northbound shoulder)



Pavement core at D-1 (in northbound travel lane)



Pavement core at D-2 (in northbound shoulder)



Pavement core at E-1 (in northbound travel lane)



Pavement core at E-2 (in southbound travel lane)

ATTACHMENT C

Laboratory Test Results



Laboratory Test Report

Project: Shore Airport Road Rehabilitation

Ticonderoga, New York

Client: GPI

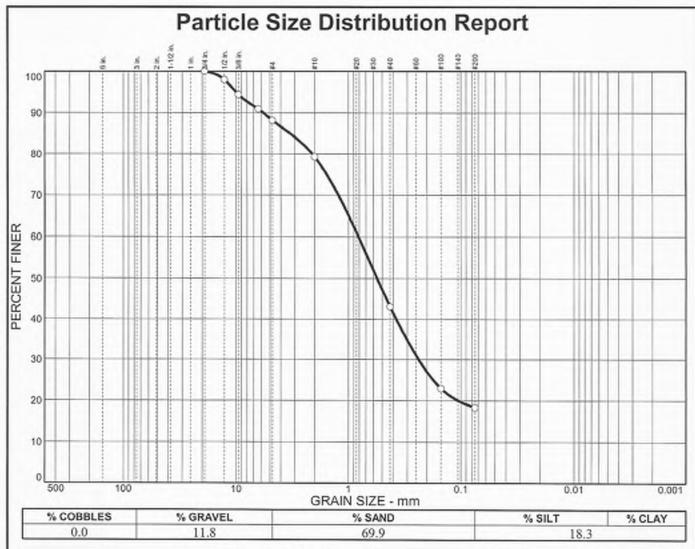
Date: July 10, 2017 Project No.: AE-17-011

Report No.: LTR-1

Samples collected June 5 and 6, 2017 by SJB drill crew.

ASTM D2216 - Laboratory Determination of Water (Moisture) Content of Soil and Rock

Sample Identification	Natural Moisture Content, %
A-1, S-1 (1' - 2')	6.2
B-1, S-2, (2' - 4')	7.6
C-1, S-1, (0.5' - 2')	3.7
D-2, S-1 (0.2' - 2')	3.9
E-1, S-2 (2' - 4')	3.9



SIEVE	PERCENT	SPEC.* PERCENT	PASS? (X=NO)
.75 in. .5 in. .375 in. .25 in. #40 #100 #200	100.0 98.0 94.4 90.9 88.2 79.3 43.1 22.9 18.3		

Brown f-c SAN	Soil Description D, little gravel, little s	
PL=	Atterberg Limits	PI=
D ₈₅ = 3.30 D ₃₀ = 0.237 C _u =	Coefficients D ₆₀ = 0.814 D ₁₅ = C _c =	D ₅₀ = 0.556 D ₁₀ =
USCS=	Classification AASHT	O=
	Remarks	

" (no specification provided)

Sample No.: S-1 Location: A-1

Source of Sample:

Date: 7/7/17 Elev./Depth: 1'-2'

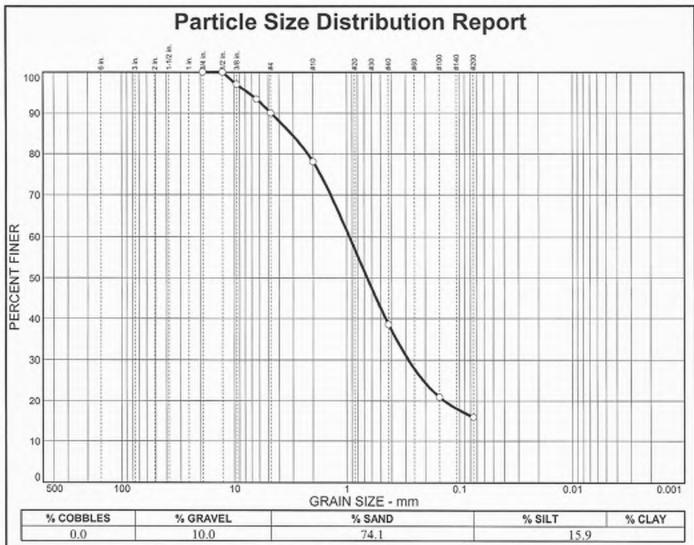
SJB SERVICES, INC. Client: GPI

Project: Shore Airport Road Rehabilitation

Ticonderoga, NY

Project No: AE-17-011

Plate



SIEVE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.75 in. .5 in. .375 in. .25 in. #40 #100 #200	100.0 100.0 97.0 93.4 90.0 78.0 38.6 20.9 15.9		

Brown f-c SAN	Soil Description D, little gravel, little s	
PL=	Atterberg Limits	PI=
D ₈₅ = 3.15 D ₃₀ = 0.283 C _u =	Coefficients D ₆₀ = 0.948 D ₁₅ = C _c =	D ₅₀ = 0.660 D ₁₀ =
USCS=	Classification AASH	го=
	Remarks	

(no specification provided)

Sample No.: S-2 Location: B-1 Source of Sample:

Date: 7/7/17 Elev./Depth: 2'-4'

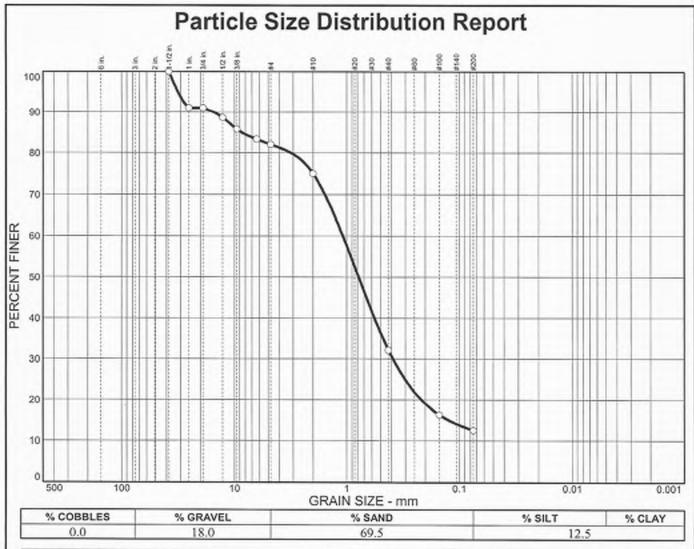
SJB SERVICES, INC. Client: GPI

Project: Shore Airport Road Rehabilitation

Ticonderoga, NY

Project No: AE-17-011

Plate 7-061



SIEVE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1.5 in. 1 in. .75 in. .5 in. .375 in. .25 in. #4 #10 #40 #100 #200	100.0 91.0 91.0 88.6 85.7 83.3 82.0 75.0 32.2 16.3 12.5		

Brown f-c SAN	Soil Description D, little gravel, little si	lt
PL=	Atterberg Limits	PI=
D ₈₅ = 8.73 D ₃₀ = 0.387 C _u =	Coefficients D ₆₀ = 1.08 D ₁₅ = 0.125 C _C =	D ₅₀ = 0.783 D ₁₀ =
USCS=	Classification AASHT	0=
	Remarks	

* (no specification provided)

Sample No.: S-1 Location: C-1

Source of Sample:

Date: 7/7/17 Elev./Depth: 0.5'-2'

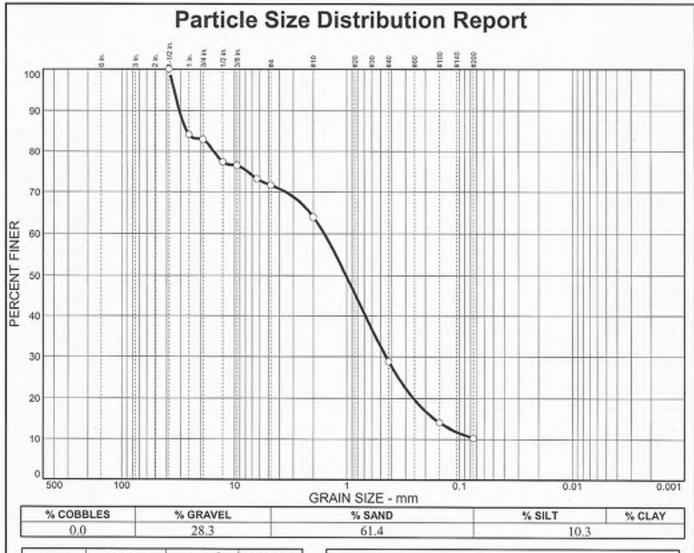
SJB SERVICES, INC. Client: GPI

Project: Shore Airport Road Rehabilitation

Ticonderoga, NY

Project No: AE-17-011

Plate



SIEVE	PERCENT	SPEC." PERCENT	PASS? (X=NO)
1.5 in. 1 in. .75 in. .5 in. .375 in. .25 in. #44 #10 #40 #100 #200	100.0 84.1 82.9 77.3 76.5 73.3 71.7 64.1 28.9 14.1 10.3		

Brown f-c SAN	Soil Description D, some Gravel, little	silt
PL=	Atterberg Limits	PI=
D ₈₅ = 26.6 D ₃₀ = 0.448 C _u =	Coefficients D ₆₀ = 1.59 D ₁₅ = 0.167 C _c =	D ₅₀ = 1.02 D ₁₀ =
USCS=	Classification AASHT	·O=
	Remarks	

* (no specification provided)

Sample No.: S-1 Location: D-2

Source of Sample:

Date: 7/7/17 Elev./Depth: 0.2'-2'

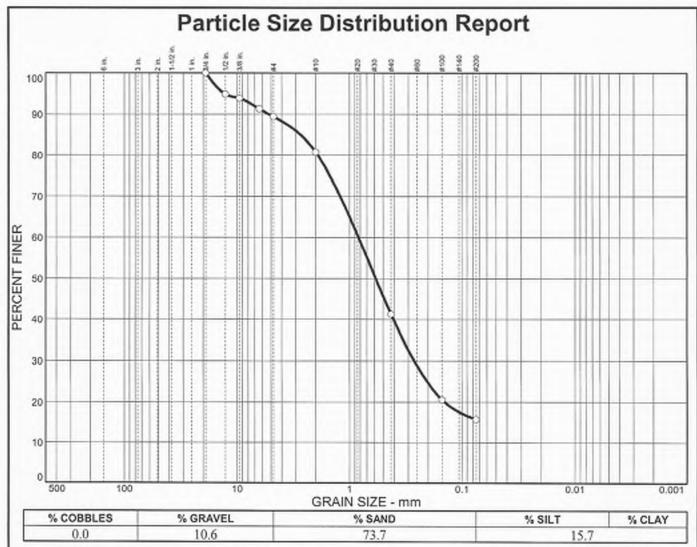
SJB SERVICES, INC. Client: GPI

Project: Shore Airport Road Rehabilitation

Ticonderoga, NY

Project No: AE-17-011

Plate



SIEVE	PERCENT FINER	SPEC." PERCENT	PASS? (X=NO)
.75 in. .5 in. .375 in. .25 in. .25 in. #4 #10 #40 #100 #200	100.0 94.9 93.9 91.3 89.4 80.7 41.3 20.6 15.7		

Brown f-c SAN	Soil Description D, little gravel, little si	
PL=	Atterberg Limits	PI=
D ₈₅ = 2.75 D ₃₀ = 0.265 C _u =	Coefficients D ₆₀ = 0.830 D ₁₅ = C _c =	D ₅₀ = 0.583 D ₁₀ =
USCS=	Classification AASHT	O=
	Remarks	

(no specification provided)

Sample No.: S-2 Location: E-1

Source of Sample:

Date: 7/7/17 Elev./Depth: 2'-4'

SJB SERVICES, INC. Client: GPI

Project: Shore Airport Road Rehabilitation

Ticonderoga, NY

Project No: AE-17-011

Plate

ATTACHMENT D

Summary of Pavement Core Findings

Summary of Pavement Core Findings

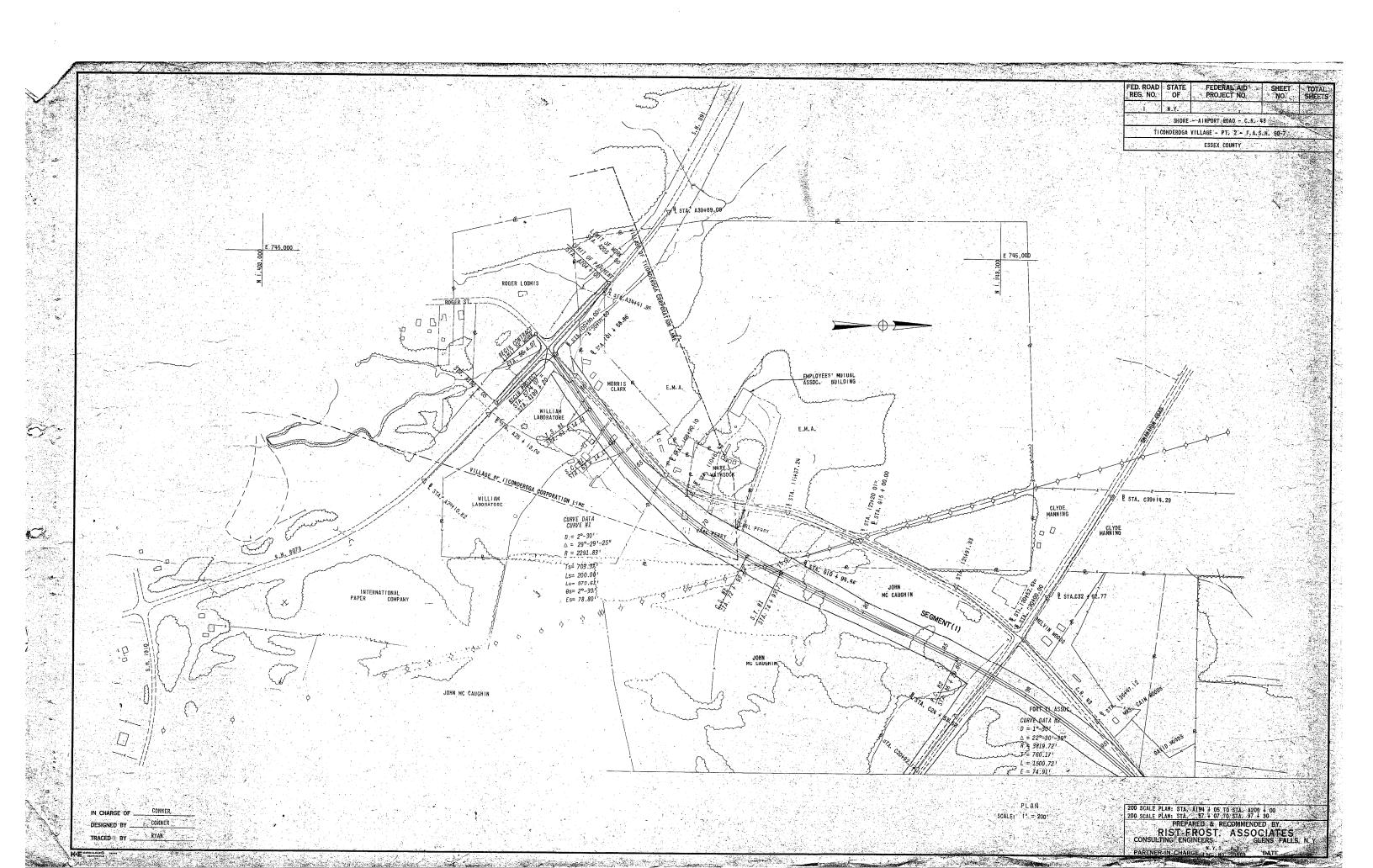
Shore Airport Road – County Route 43 Ticonderoga, New York June, 2017

-	Total	- 1	5 1	p 1	Subl	base		
Location	Asphalt Thickness	Top¹	Binder ¹	Base ¹	Туре	Thickness	Comments	
A-1	103/4"	1"	2"	73/4"	Sand & Gravel	See note 2	Core removed in one piece - all layers tightly bound together	
A-2	2"	2"	1	-	Gravelly Sand	See note 2	Core removed in one piece (despite incipient vertical fracture)	
B-1	11"	2½"	2"	6½"	Sand & Gravel	See note 2	Core removed in one piece - all layers tightly bound together	
B-2	11/4"	11/4"	-	-	Gravelly Sand	See note 2	Core removed in one piece	
C-1	7½"	2½"	13/4"	31/4"	Sand & Gravel	See note 2	Core removed in one piece - all layers tightly bound together	
C-2	21/4"	21/4"	-	-	Sand & Gravel	See note 2	Core removed in one piece	
D-1	12"	21/4"	2"	73/4"	Gravelly Sand	See note 2	Core removed in one piece - all layers tightly bound together	
D-2	1½"	1½"	-	-	Gravelly Sand	See note 2	Core removed in one piece	
E-1	121/4"	2½"	6"	3¾"	Gravelly Sand	See note 2	Core removed in one piece - all layers tightly bound together	
E-2	12"	2½"	-	9½"	Gravelly Sand	See note 2	Core removed in one piece - all layers tightly bound together	

Notes: 1) Distinction between top, binder and base made on the basis of apparent maximum aggregate size (top roughly 3/8", binder roughly 3/4", base roughly 11/2").

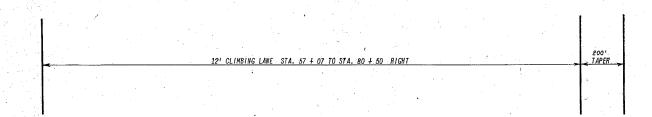
²⁾ In general, no clear distinction was evident between whatever subbase material was present directly beneath the asphalt pavement and the underlying subgrade (granular roadway embankment material). However, the relative portion of gravel may have been greater directly beneath the asphalt in some instances.

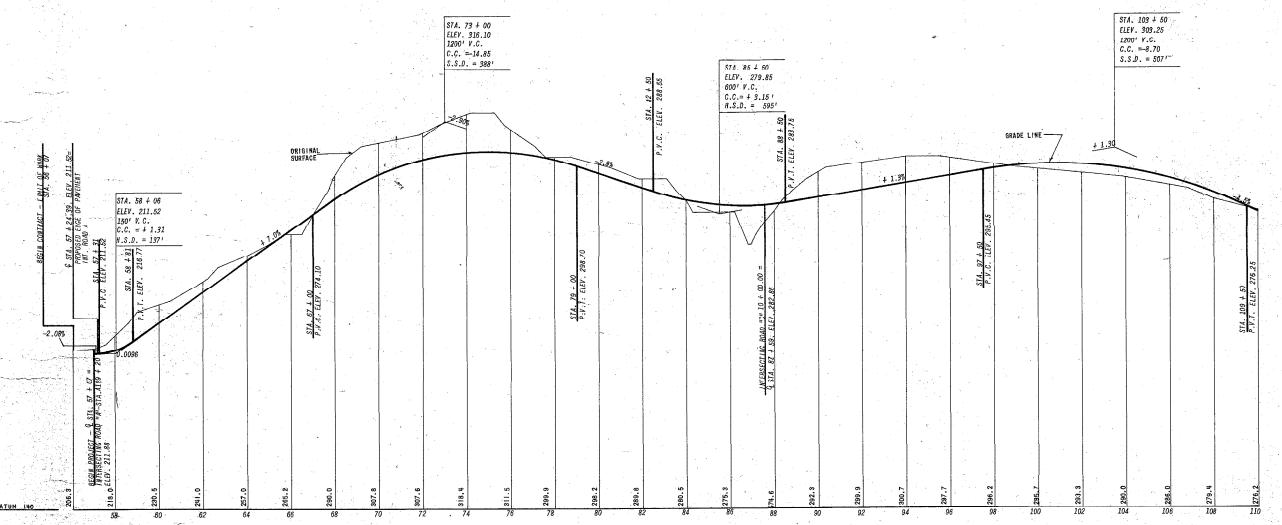




FED. ROAD STATE REG. NO. OF FEDERAL AID PROJECT NO. SHEET NO. TOTAL SHEETS N.Y. SHORE - AIRPORT ROAD C.R. NO. 43

ESSEX COUNTY





Q PROFILE

 $HORIZ : 1^n = 200^n$ SCALE:

VERT .: 1" = 20"

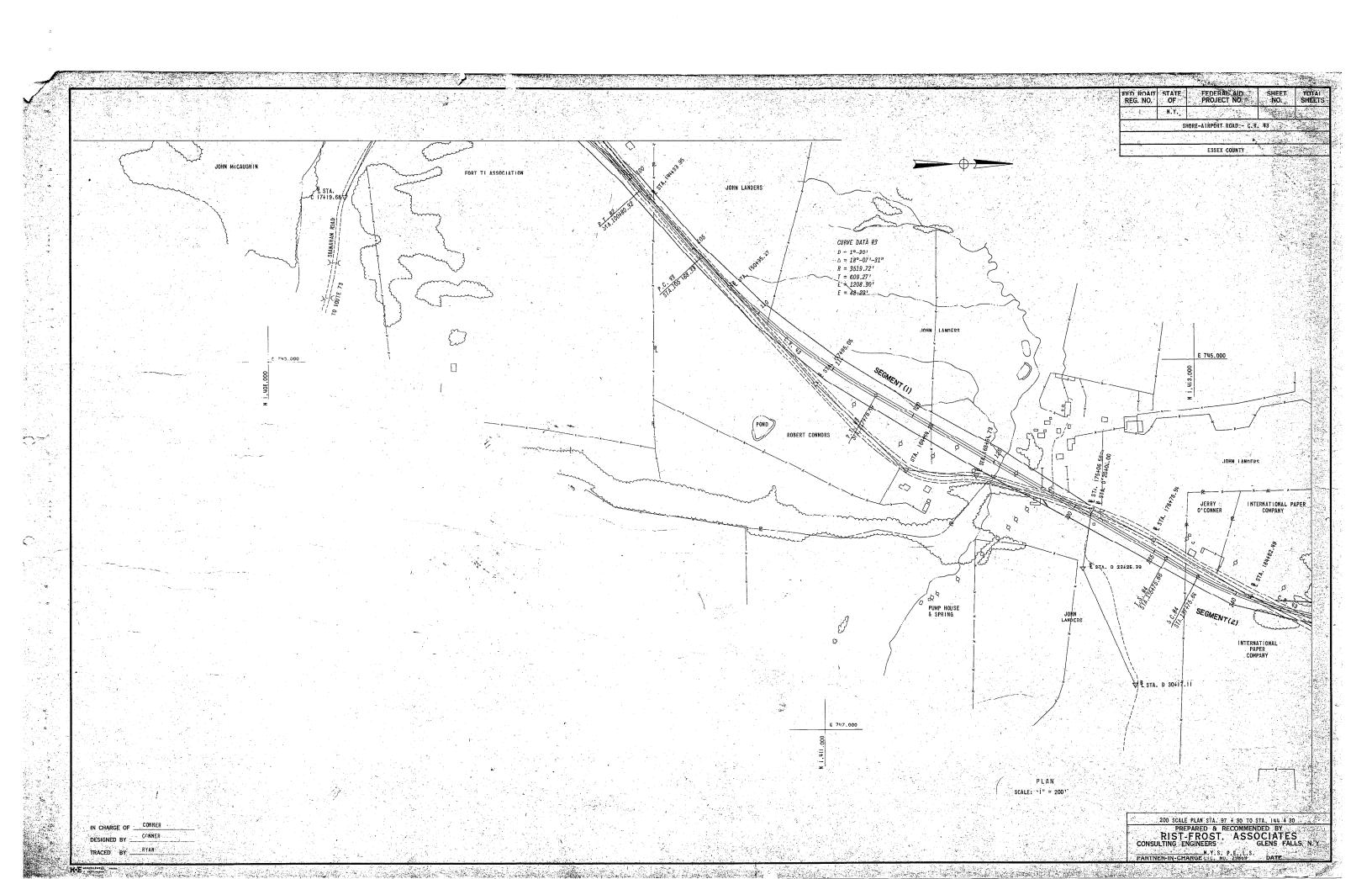
DUDLEY

200 SCALE PROFILE: STA: 57497: TG:110400
PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS, N.Y.S. P.E.
PARTNER-IN-CHARGE 11C. ND. 29869 DATE

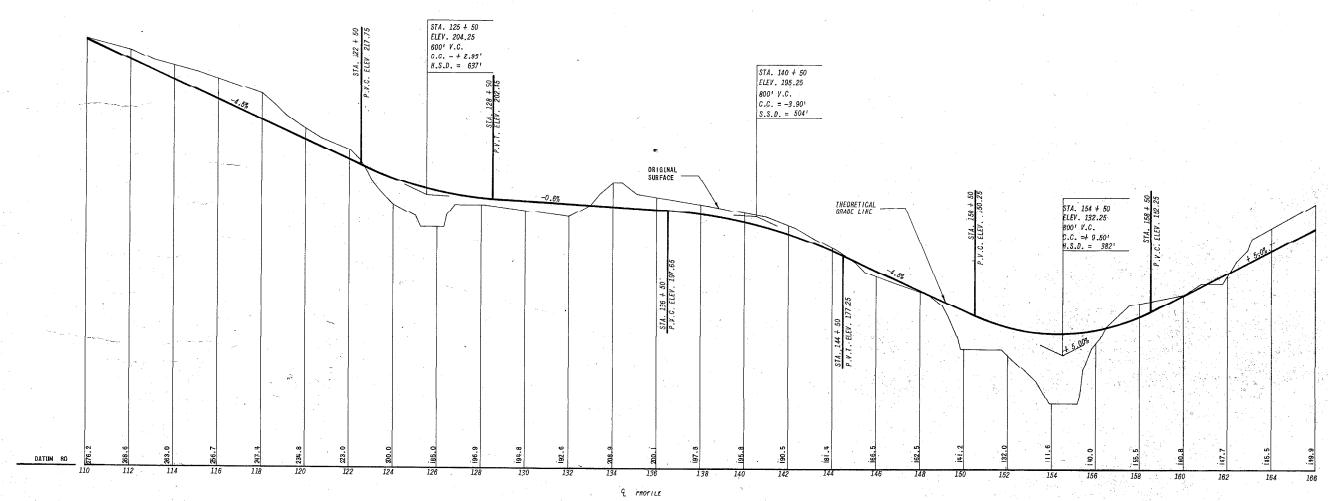
100

5

 $\langle \cdot \rangle$



ř	FED. ROAD REG. NO.		FEDERAL ÄID- PROJECT NO.	SHEET NO:	TOTAL SHEETS
				T _i k/ MHZ	
	10.46	1.5	SNORE - AIRPORT ROAO		70.0
		11. (4.7)	C.R. NO. 43		15
			ESSEX COUNTY	1.75	

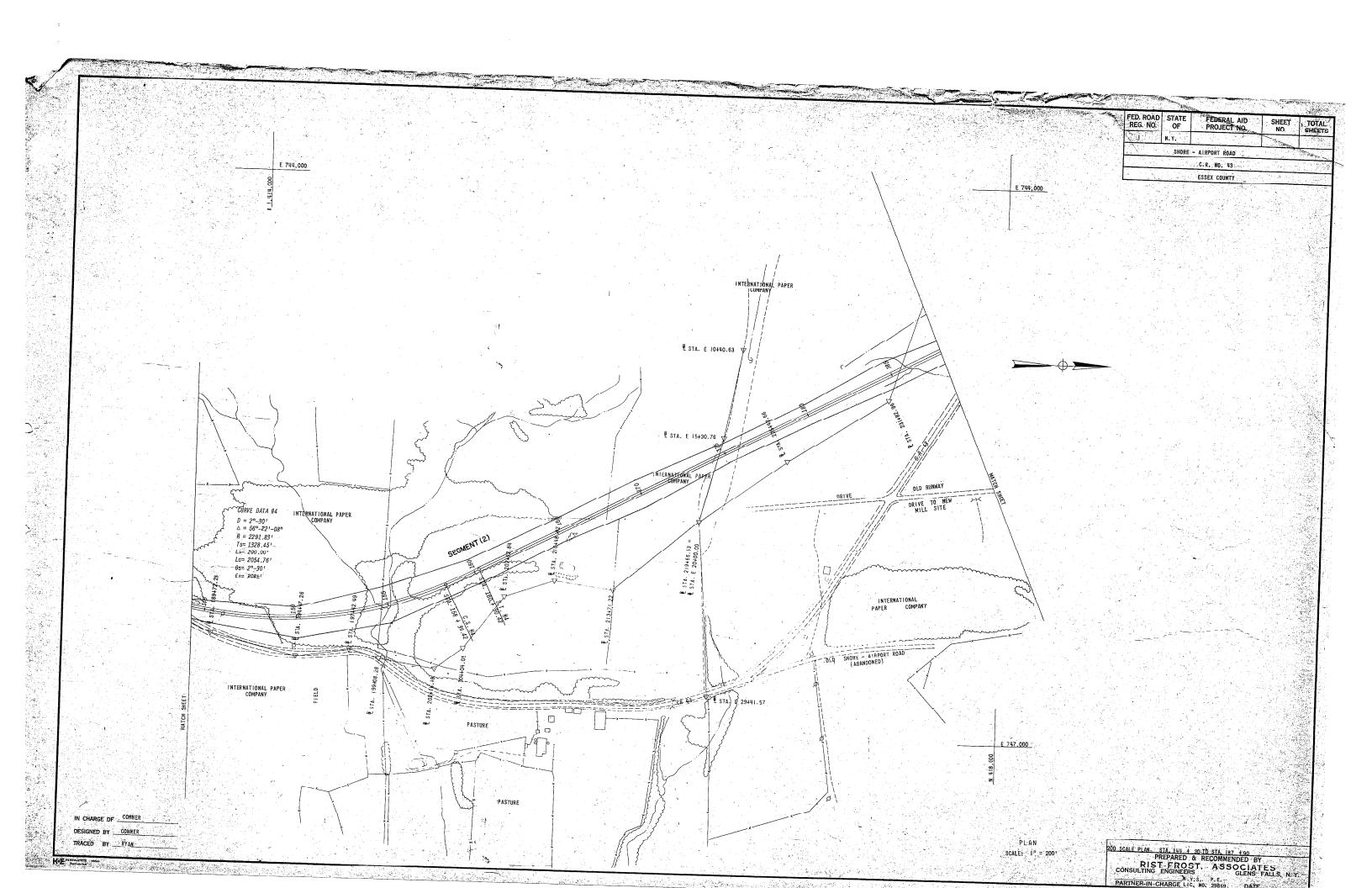


HORIZ.: 1" = 200'

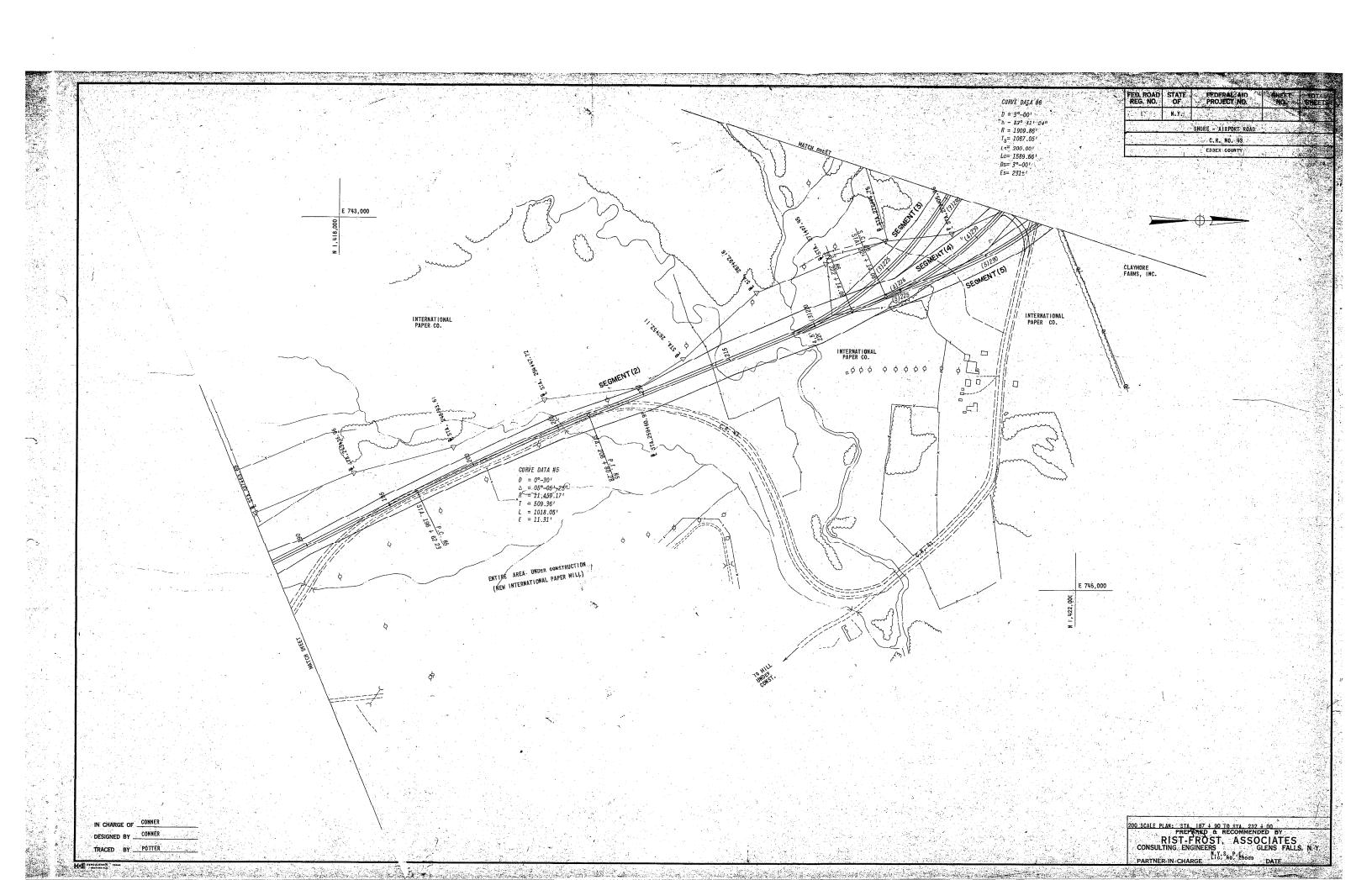
VERT.: 1" = 20"

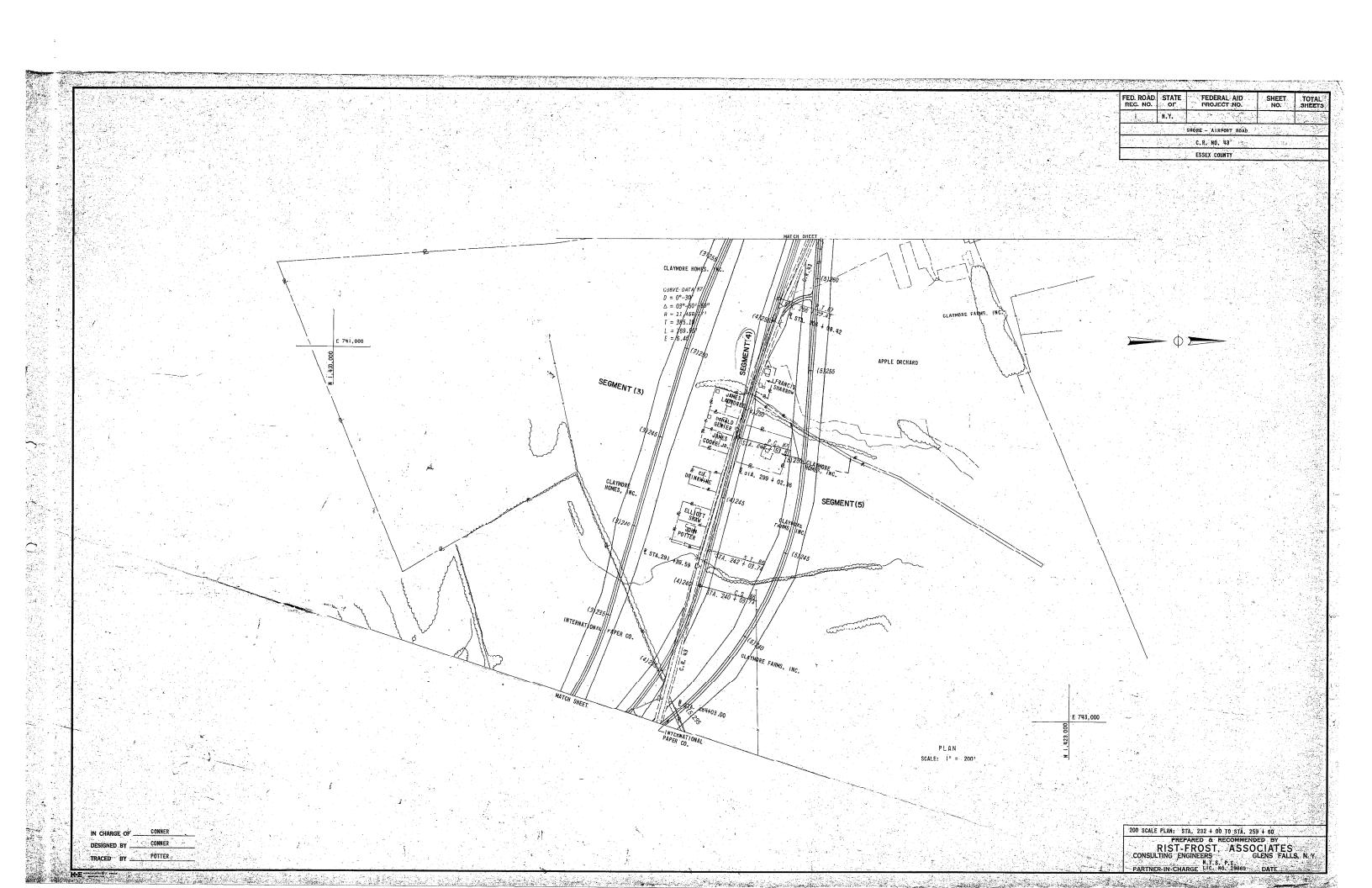
IN CHARGE OF _____CONNER DESIGNED BY _____RYAN POTTER 200 SCALE PROFILE STA. 110 1 00, 10 STA. 186 1-200 FREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N. Y.
PARTNER-IN-CHARGE LIC. 80. P.25869 DATE

 \Diamond

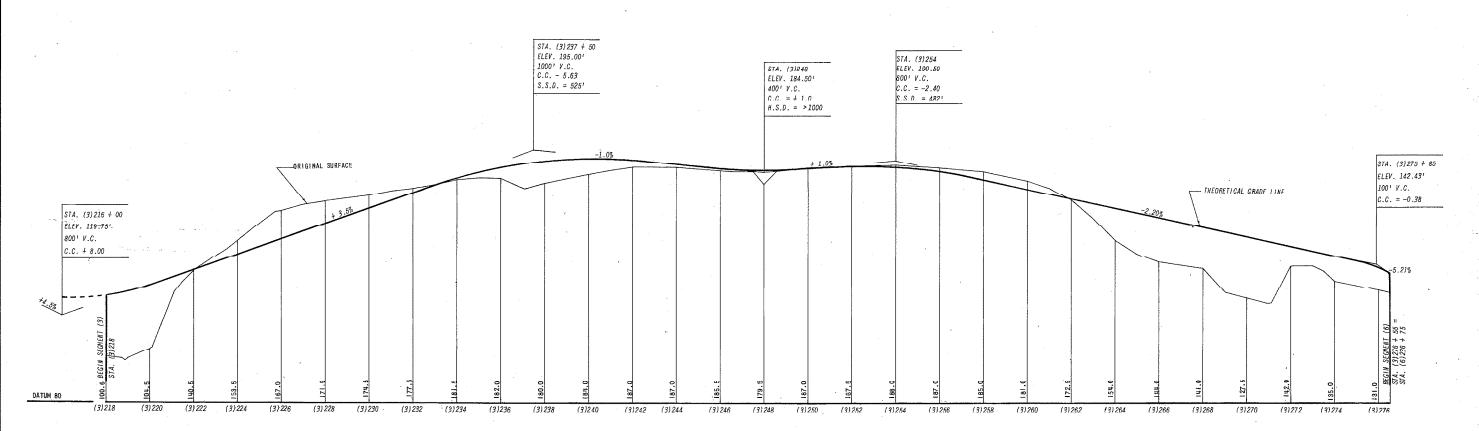


FEO. ROAD STATE REG. NO. OF FEDERAL AIO PROJECT NO. SHEET TOTAL NO. SHEETS SHORE - AIRPORT ROAD C.R. NO. 43 ESSEX COUNTY STA. 172. + 00 ELEV. 219.75 1100' V.C. C.G. = -8.25' S.S.D. = 477' STA. 200 + 00 ELEV. 191.75 1000' V.C. C.C. = 4.38 S.S.D. = 595' THEORETICAL GRADE LINE--1.0% ORIGINAL SURFACE \$7A. 216 + 00 ELEV. 119.75 800' V.C. C.C. = + 8.00 H.S.D. = 440' Q PROFILE
HORIZ.: 1" = 200' VERT. : 1" - 201 200 SCALE PROFILE STA, 166 + 00 TO STA, 224 + 00
PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS N.Y.
PARTNER-IN-CHARGE LEC., NO. 29869 DATE DESIGNED BY RYAN TRACED BY COCHRAN





FED ROAD STATE REG. NO. OF FEDERAL AID PROJECT NO. SHEET NO. TOTAL SHEETS SHORE - AIRPORT ROAD C.R. NO. 43 ESSEX COUNTY



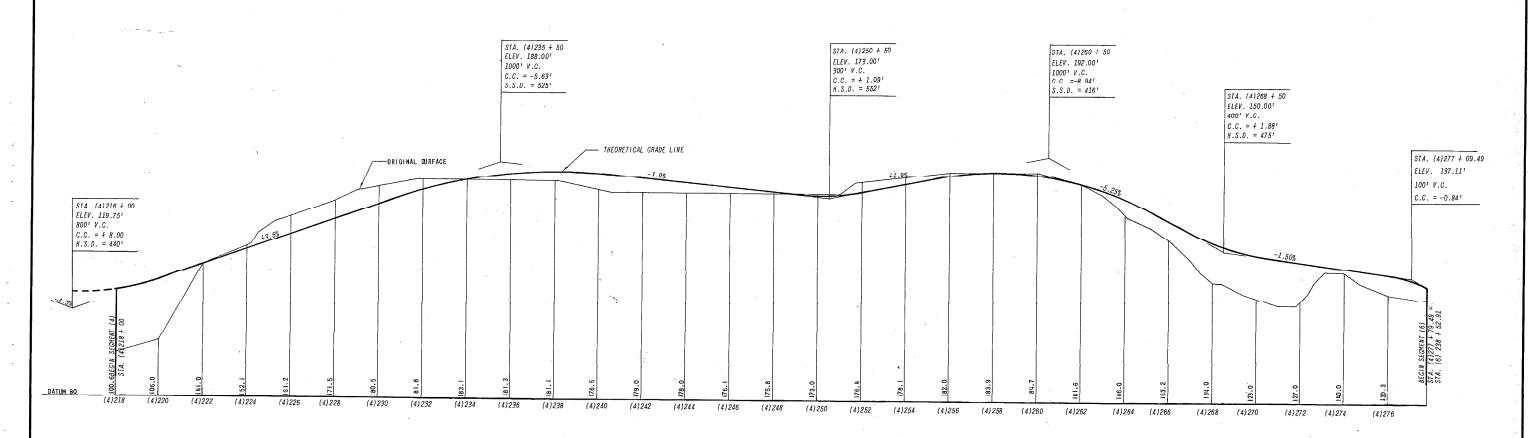
E PROFILE

HORIZ. I" = 200' VERT. I" = 20'

IN CHARGE OF CONNER DESIGNED BY RYAN TRACED BY BAILEY PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N. Y.
N.Y.S. P.E.
PARTNER-IN-CHARGE LIC. NO. 29869 DATE

K-E HERCULEHE®

FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
i	N.Y.	1.		
		SHORE - AIRPORT ROAD		
		C.R. NO. 43		
		ESSEX COUNTY		:



& PROFILE SCALE: HORIZ, 1" = 200"

PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N. Y.

PARTNER-IN-CHARGE LIC. NO. 29869

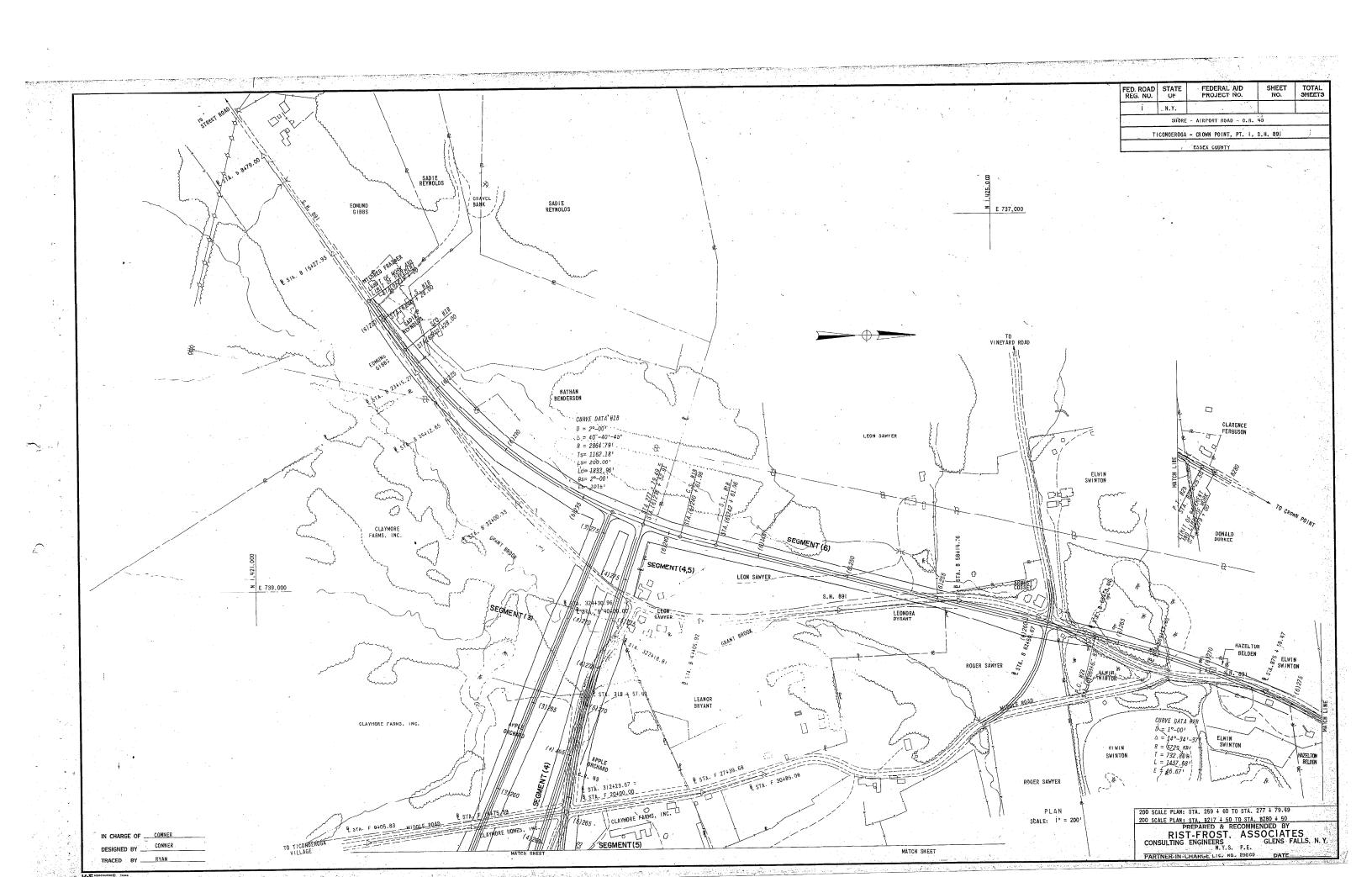
FED. ROAD STATE REG. NO. OF FEDERAL AID PROJECT NO. SHEET NO. TOTAL SHEETS SHORE - AIRPORT ROAD C. R. NO. 43 ESSEX COUNTY STA. (5)263 + 00 STA. (5)232 + 00 ELEV. 175.75' 1000' V.C. C.C. =-5.63 SIA. (5/263 + 00 FLEV. 180.75' 800' V.C. C.C. = -5.75 S.S.D. = 415 S.S.V. = 525 STA. (5)251 + 00 ELEV. 156.75' 600' V.C. C.C. = + 2.25 H.S.D. = 880' STA. (5)271 + 20 ELEV. 150.00' 400' V.C. C.C. = + 1.13 H. S. N => 1000' STA. (5)279 + 85 ORIGINAL SURFACE -ELEY. 137.02' 100' V.C. C.C. = -0.46 SEGIN SECNENT (6) STA. (5)280 + 40= STA. (6)238 + 53 (5) 224 (5)226 (5)228 (5)230 (5) 232 (5)254 (5)238 (5)240 (5)242 (5)236 (5)244 (5)246 (5)248 (5)252 (5) 254 (5)256 (5)260 (5)262 (5)264 (5)266 (5)268 (5)270 (5)272 (5)274 (5)276 € PROFILE SCALE: HORIZ. i' = 200'
VERT. i' = 20'

HOE HENCOLENE® 7

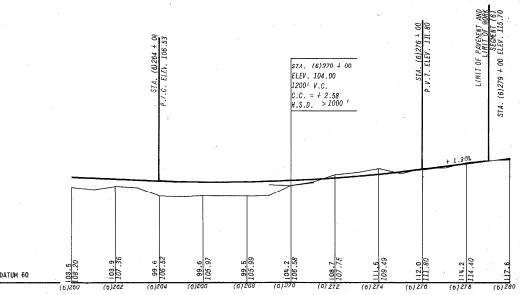
TRACED BY BAILEY

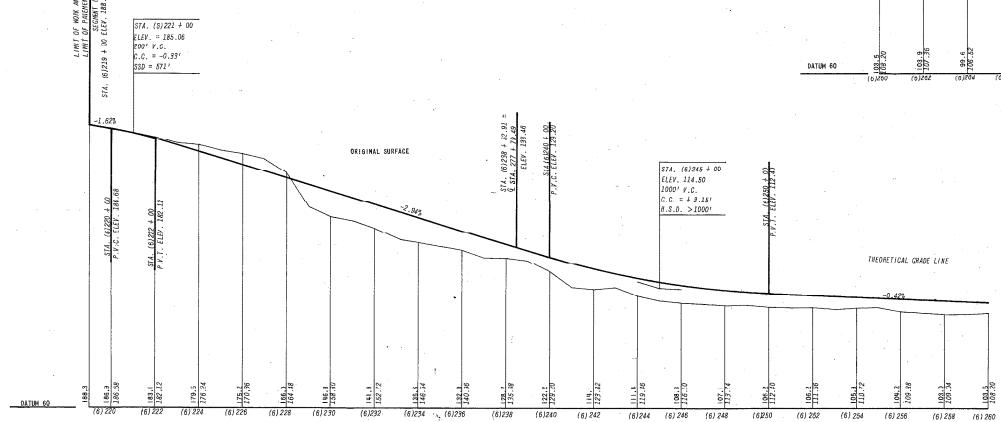
PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N. Y.

PARTNER-IN-CHARGE LIC. NO. 29869 DATE



FED. ROAD STATE REG. NO. OF SHEET NO. TOTAL SHEETS FEDERAL AID PROJECT NO. N.Y. SHORE - AIRPORT ROAD C.R. NO. 43 ESSEX COUNTY





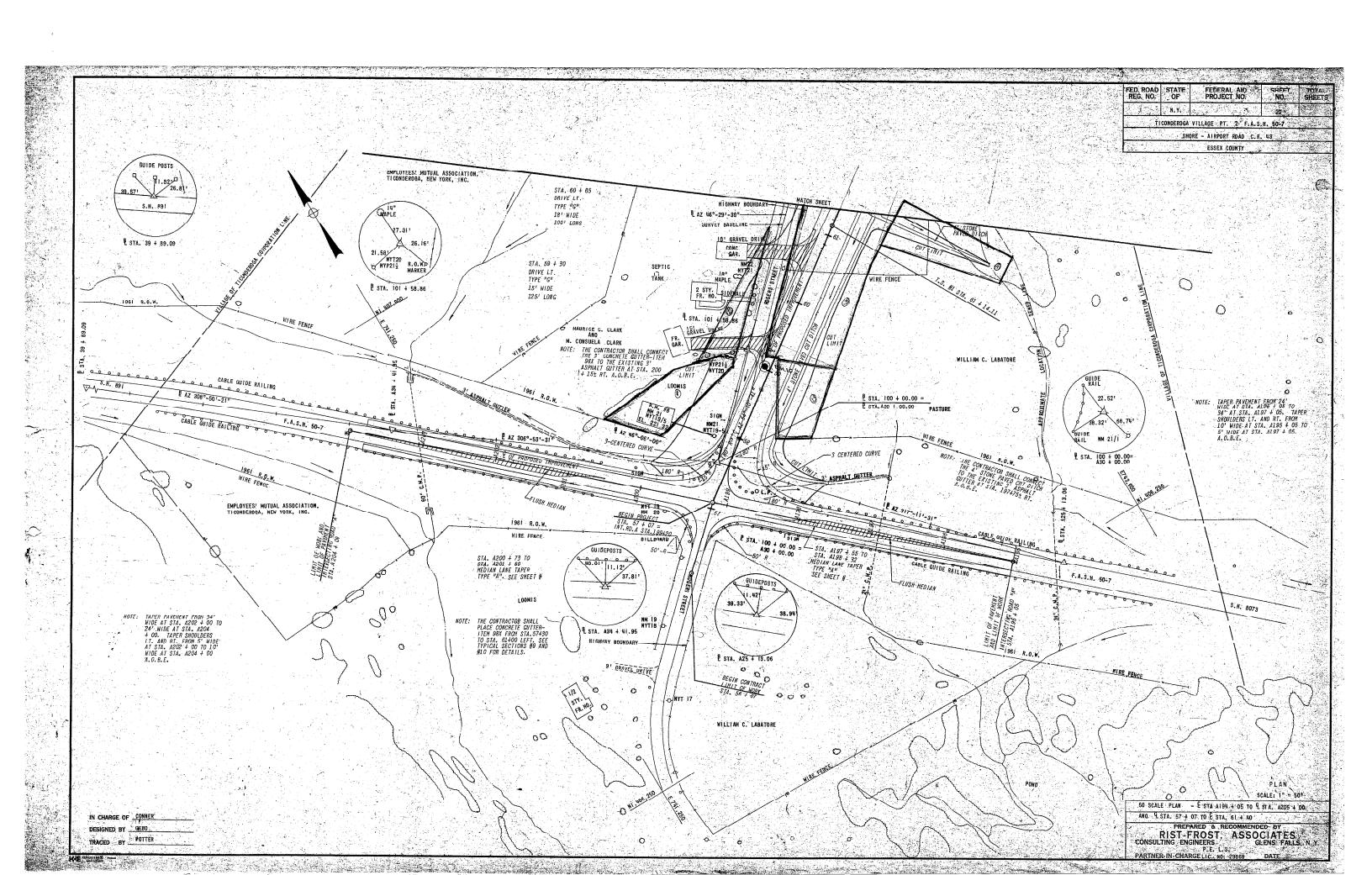
£ PROFILE

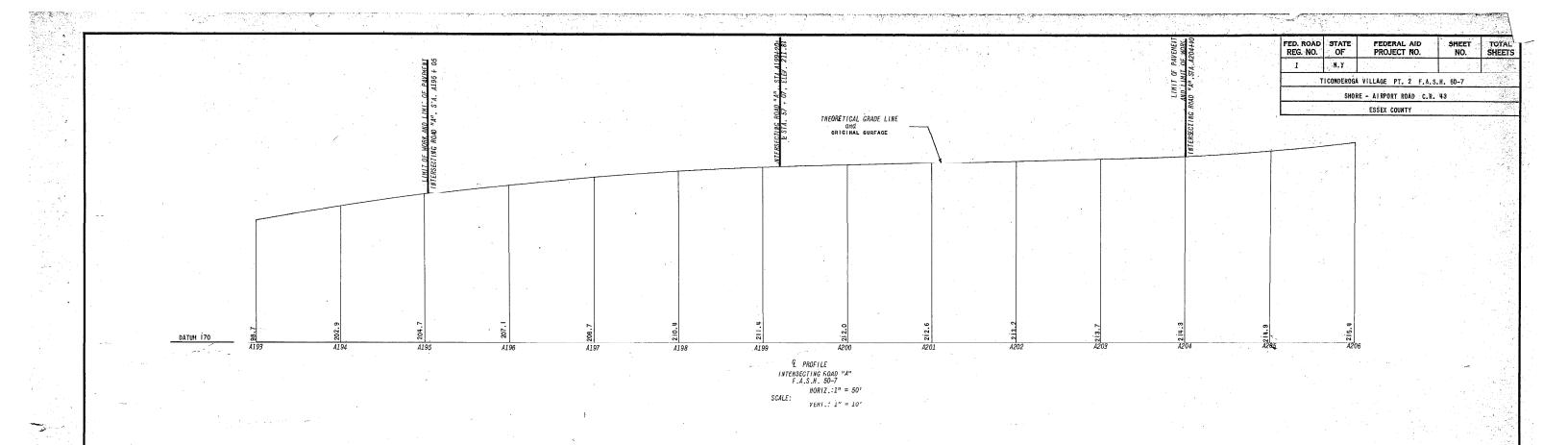
VERT .: 1" = 20'

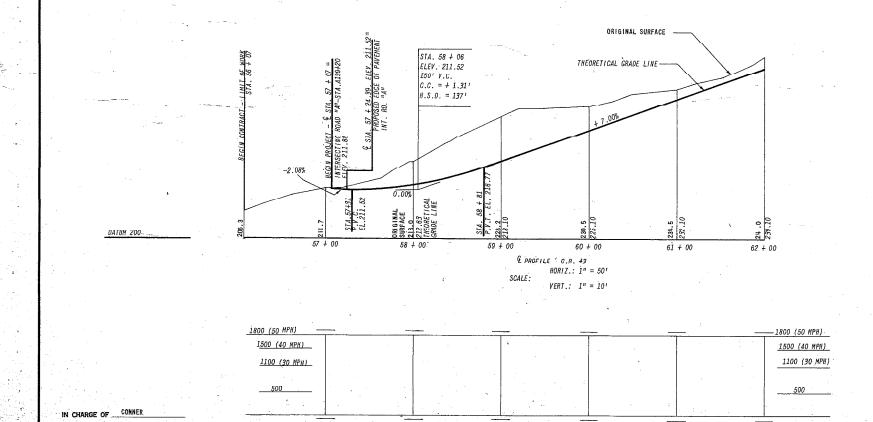
PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS
LIC. NO. 29869 DATE

TRACED BY BAILEY

DESIGNED BY ____CONNER







MINIMUM PASSING SIGHT DISTANCE GRAPH

EXPLANATION: THE MINIMUM PASSING SIGHT DISTANCE FROM D' TO 1800' ON THE VERTICAL CURVES AND PROFILE TANGENTS
IS SHOWN NUMBERICALLY BELOW THE LINE OF THE SIGHT GRAPH AND BY THE PLOTTED DASH LINE. THE MINIMUM SIGHT
DISTANCE ON THE HORIZONTAL CURVES SHOT TANGENTS IS SHOWN NUMBERICALLY ABOVE THE UPPER LINES OF THE GRAPH AND RY
THE PLOTTED FULL LINE. VERTICAL CURVE SIGHT DISTANCES AND ROBIZONTAL OR ALLGHENT SIGHT DISTANCES ARE COMPUTED,
NOTEO AND PLOTTED, EACH INDEPENDENT OF THE OTHER. THE GRAPH AT ONCE SHOWS WHETHER PROFILE OR ALIGNMENT IS
RESPONSIBLE FOR THE MINHUM SIGHT OISTANCE SHOWN FOR ANY PARTICULAR STATION. THE ARROWS SHOT THE ORDERTON OF
THE OBSERVER'S LINE OF SIGHT CORRESPONDING TO THE MINHUM SIGHT DISTANCE SHOWN AT ANY PARTICULAR PROFILE OF THE OBSERVER'S LINE OF SIGHT CORRESPONDING TO THE MINHUM SIGHT DISTANCE SHOWN AT ANY PARTICULAR POWN AT ANY PARTICULAR FOR THE OBSERVER'S LILE IS ASSUMED AT 45" ABOVE GROUND AND. OF THE OBJECT AT 54" ABOVE GROUND.

50 SCALE PROFILE - STA, 57 + 07 TO STA, 62 + 00 AND INT. ROAD.

"A" STA-A193 + 00 TO STA, A206 + 00

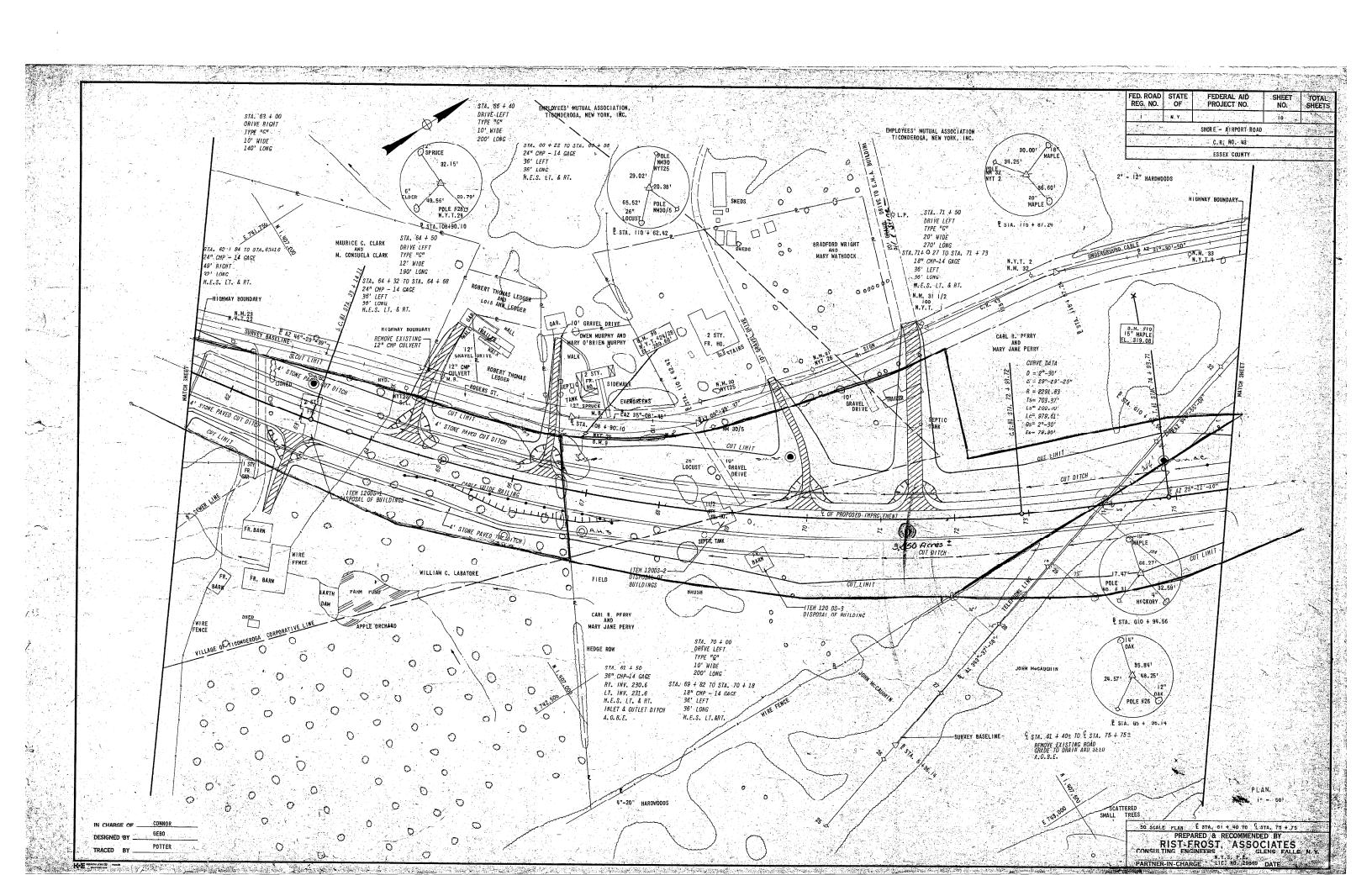
PREPARED & RECOMMENDED BY

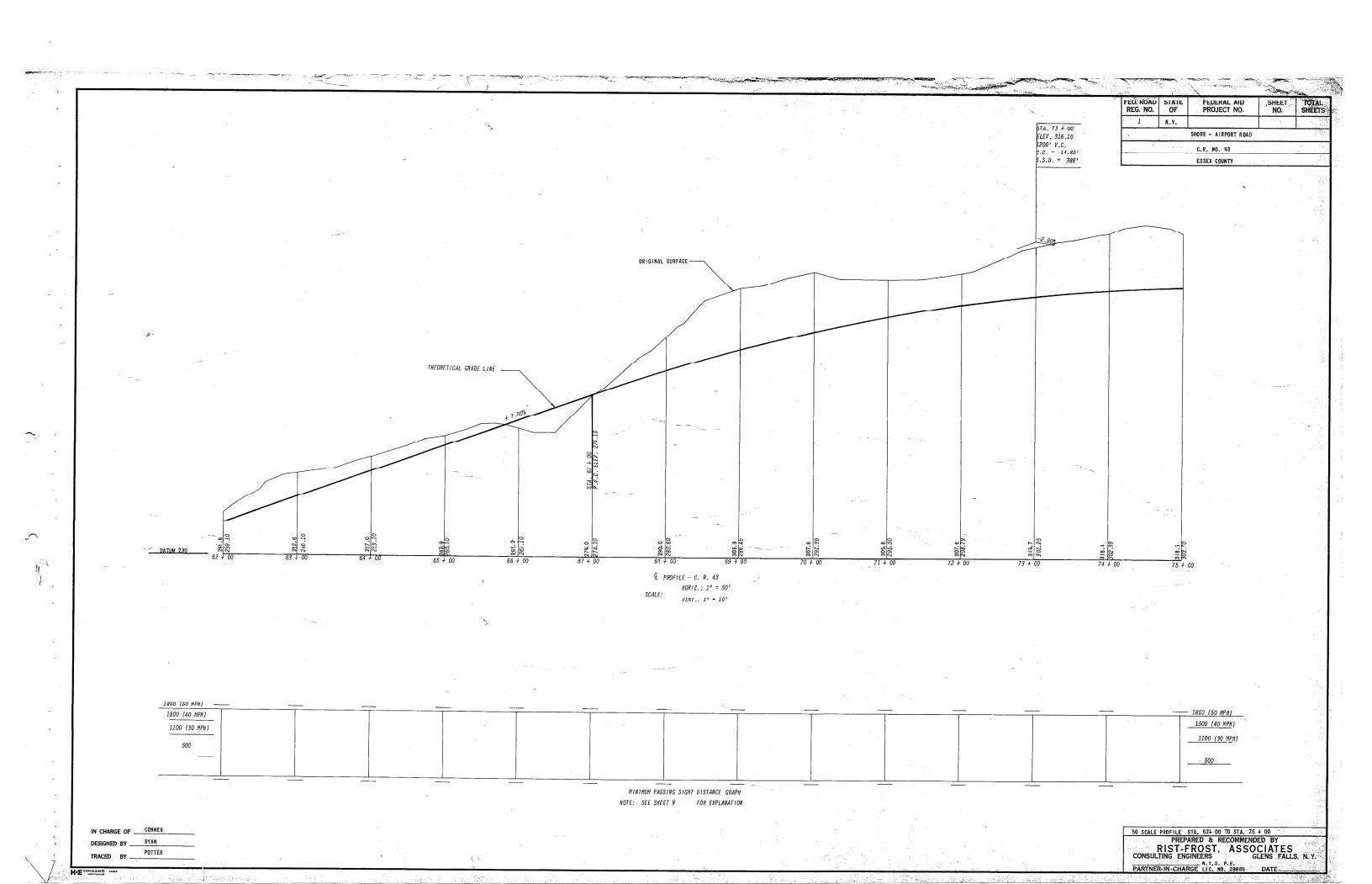
RIST-FROST, ASSOCIATES

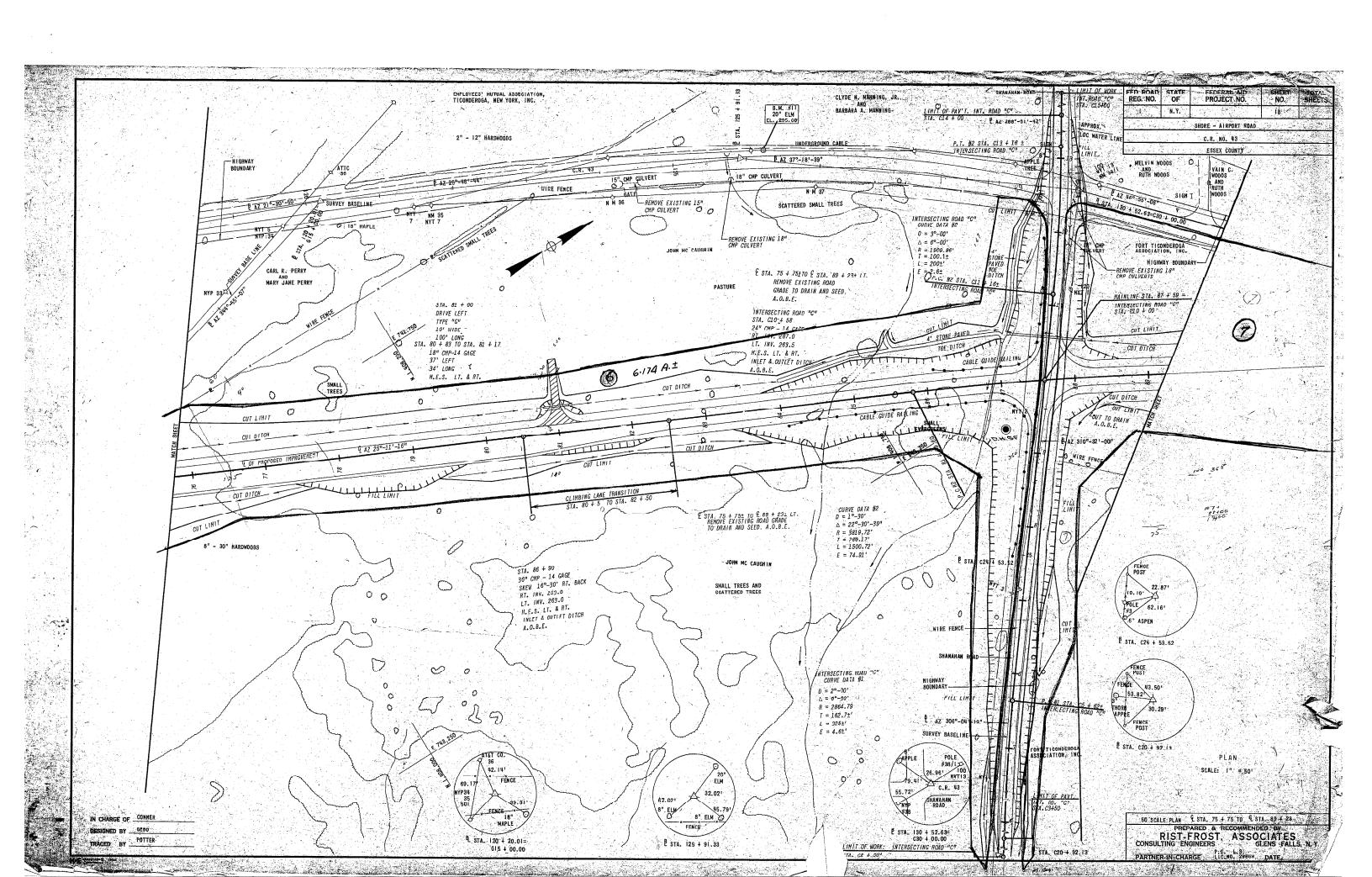
CONSULTING ENGINEERS GLENS FALLS N. Y

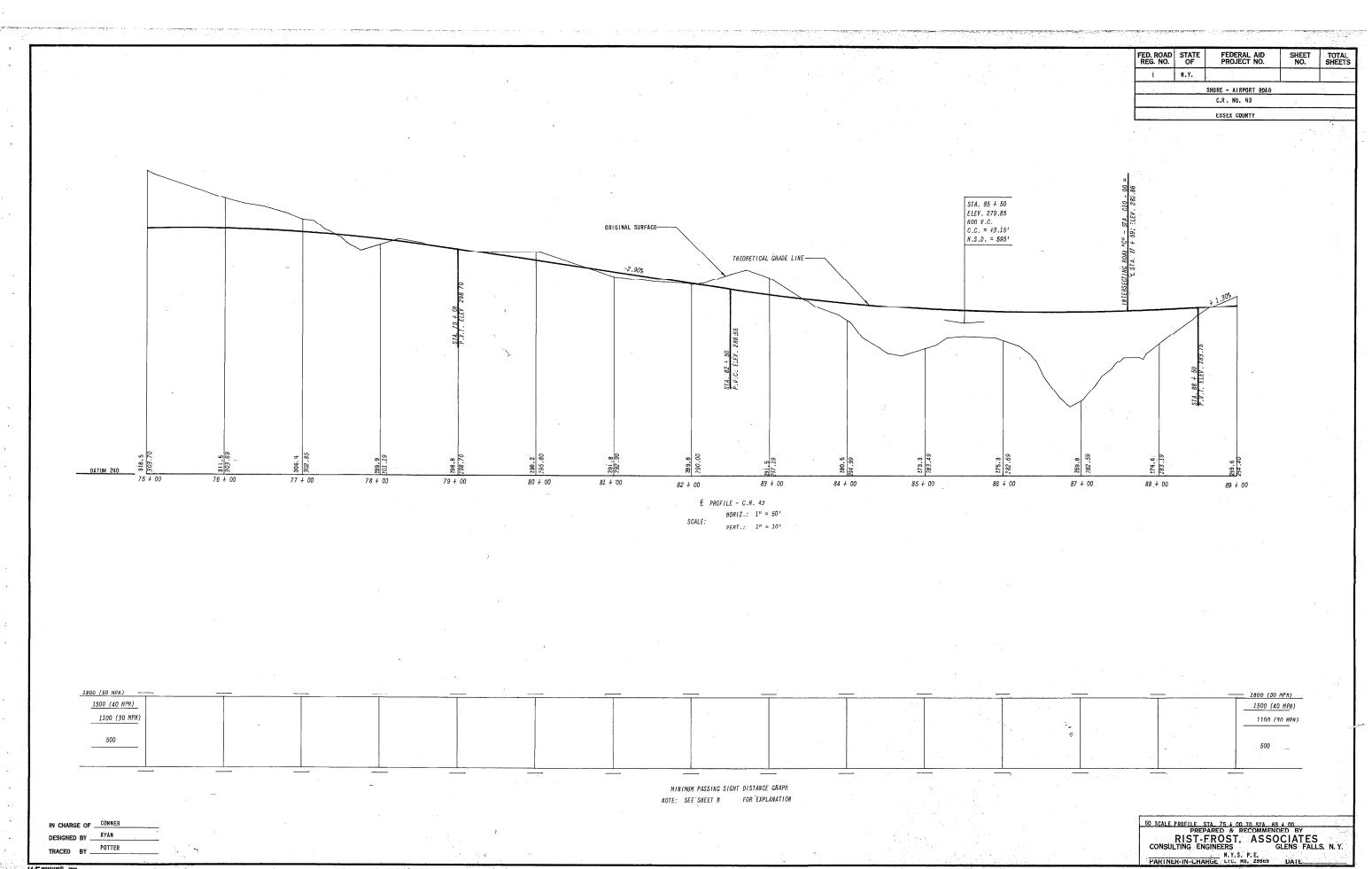
PARTNER-IN-CHARGE LIC, NO. 29869 DATE

TRACED BY POTTER









. 3

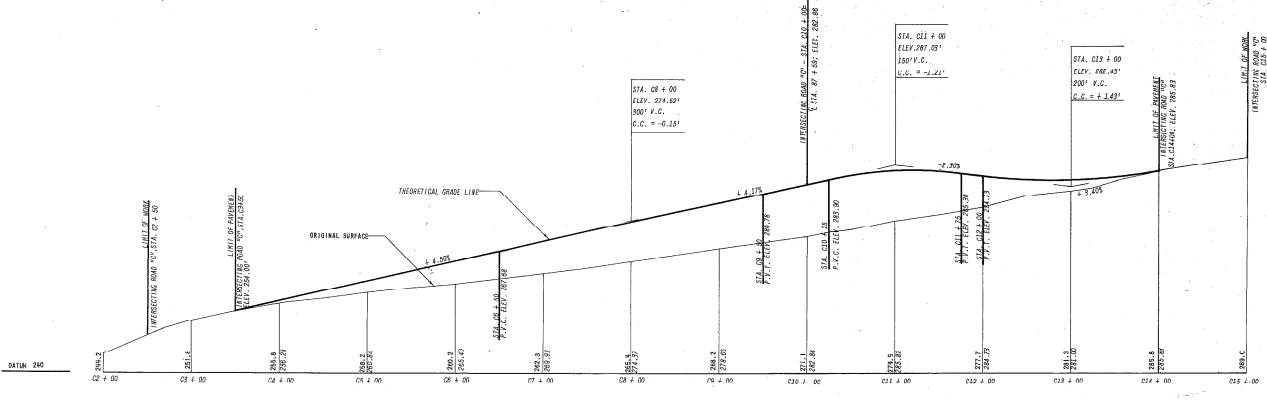
K+E HEREULENE® 78040

FED ROAD STATE FEDERAL AID SHEET TOTAL REG. NO. OF PROJECT NO. NO. SHEETS

I N.Y. SHORE - AIRPORT ROAD

C.R. NO. 43

ESSEX COUNTY



E PROFILE INTERSECTING ROAD "C"

IN CHARGE OF CONNER

DESIGNED BY RYAN

TRACED BY POTTER

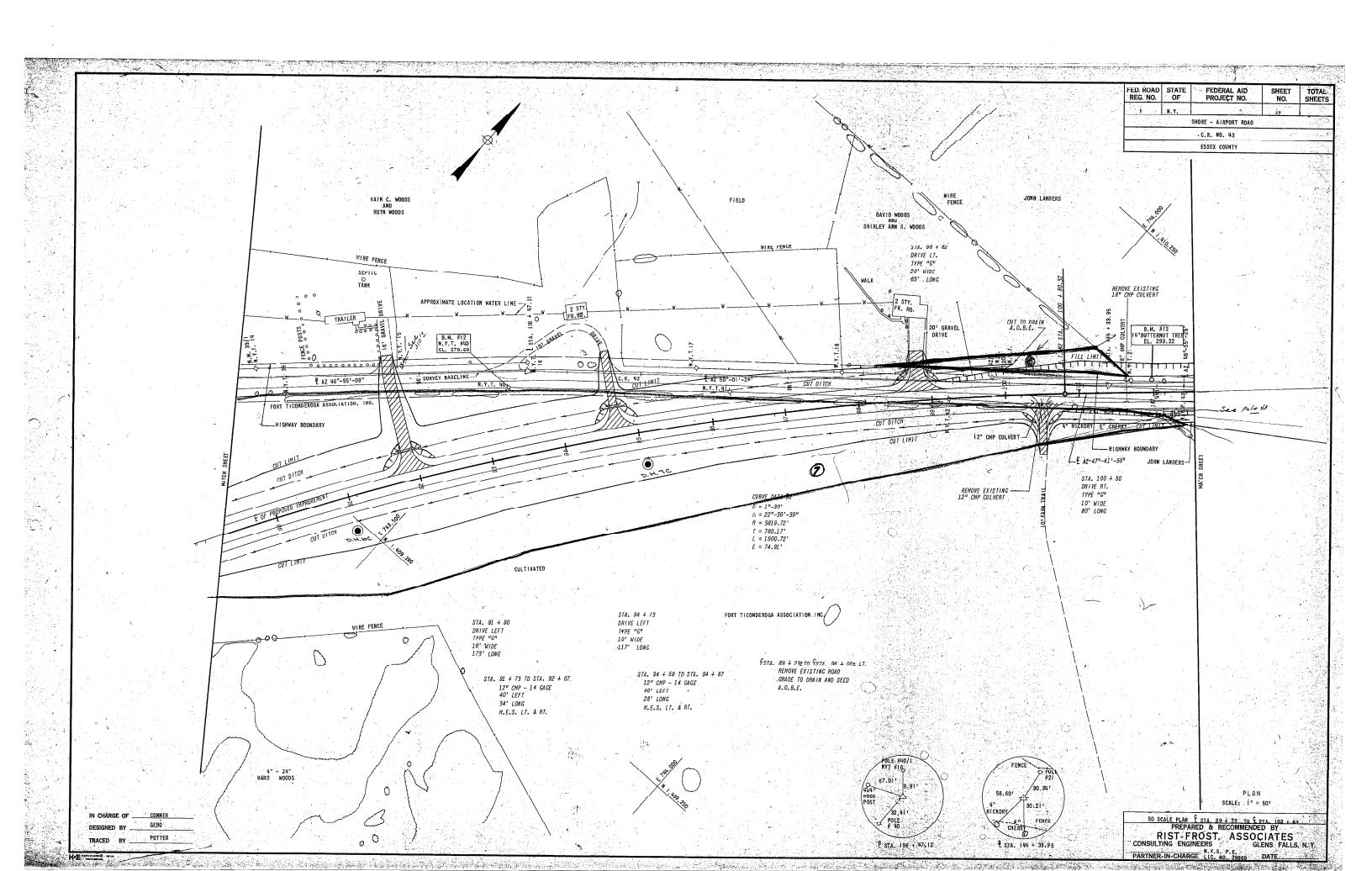
STA C2 + 50 TO STA C15 + 00

PREPARED & PRECOMMENDED BY

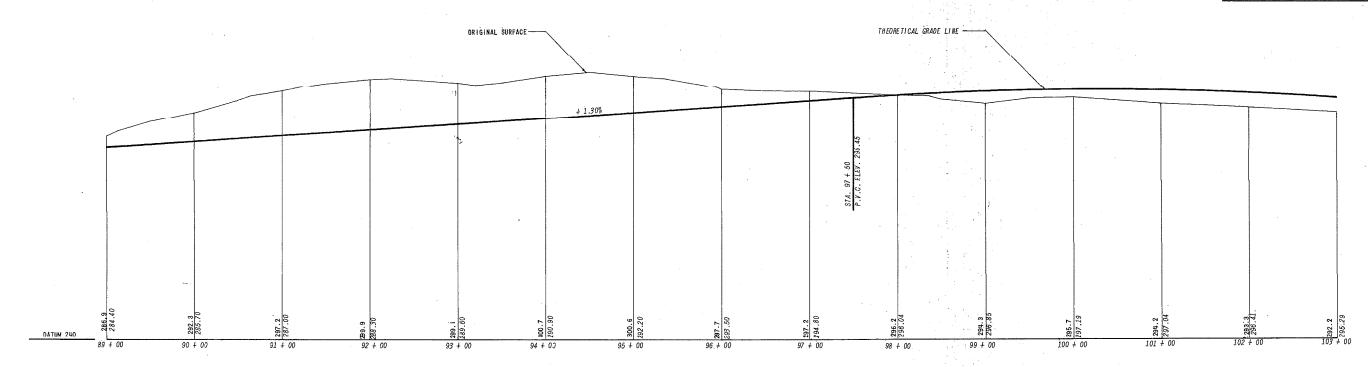
RIST-FROST, ASSOCIATES

CONSULTING ENGINEERS GLENS FALLS, N. Y.

PARTNER-IN-CHARGE LIC. NO. 29869 DATE



FEDERAL AID PROJECT NO. SHEET TOTAL SHEETS SHORE - AIRPORT ROAD C.R. NO. 43 ESSEX COUNTY



G PROFILE - C. R. 43 HORIZ.: I" = 50'

1800 (50 MPH) 1800 (50 MPH) 1500 (40 MPH) 1500 (40 MPH) 1100 (30 MPH) 1100 (30 MPH) 500

> MINIMUM PASSING SIGHT DISTANCE GRAPH NOTE: SEE SHEET # FOR EXPLANATION

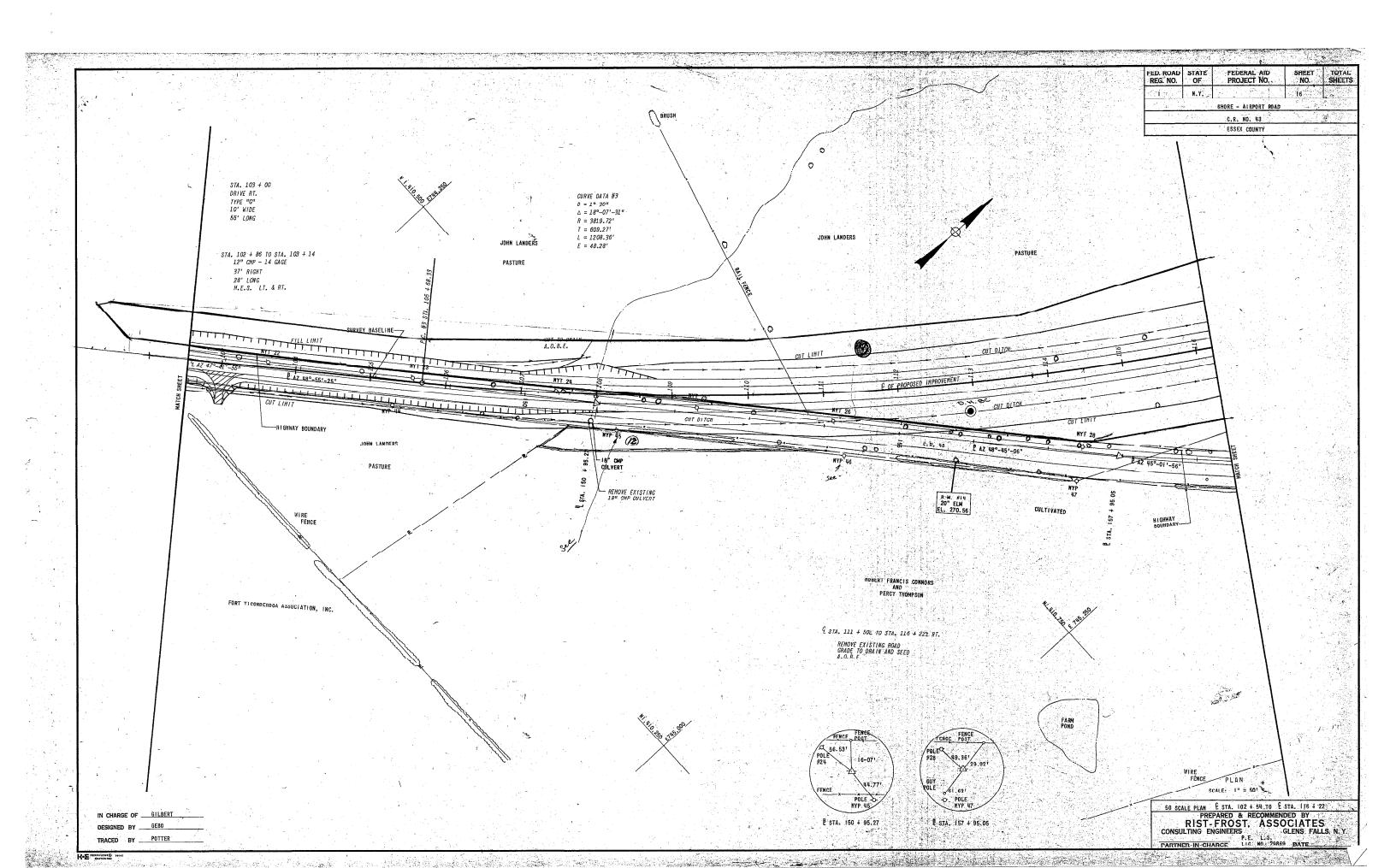
TRACED BY POTTER

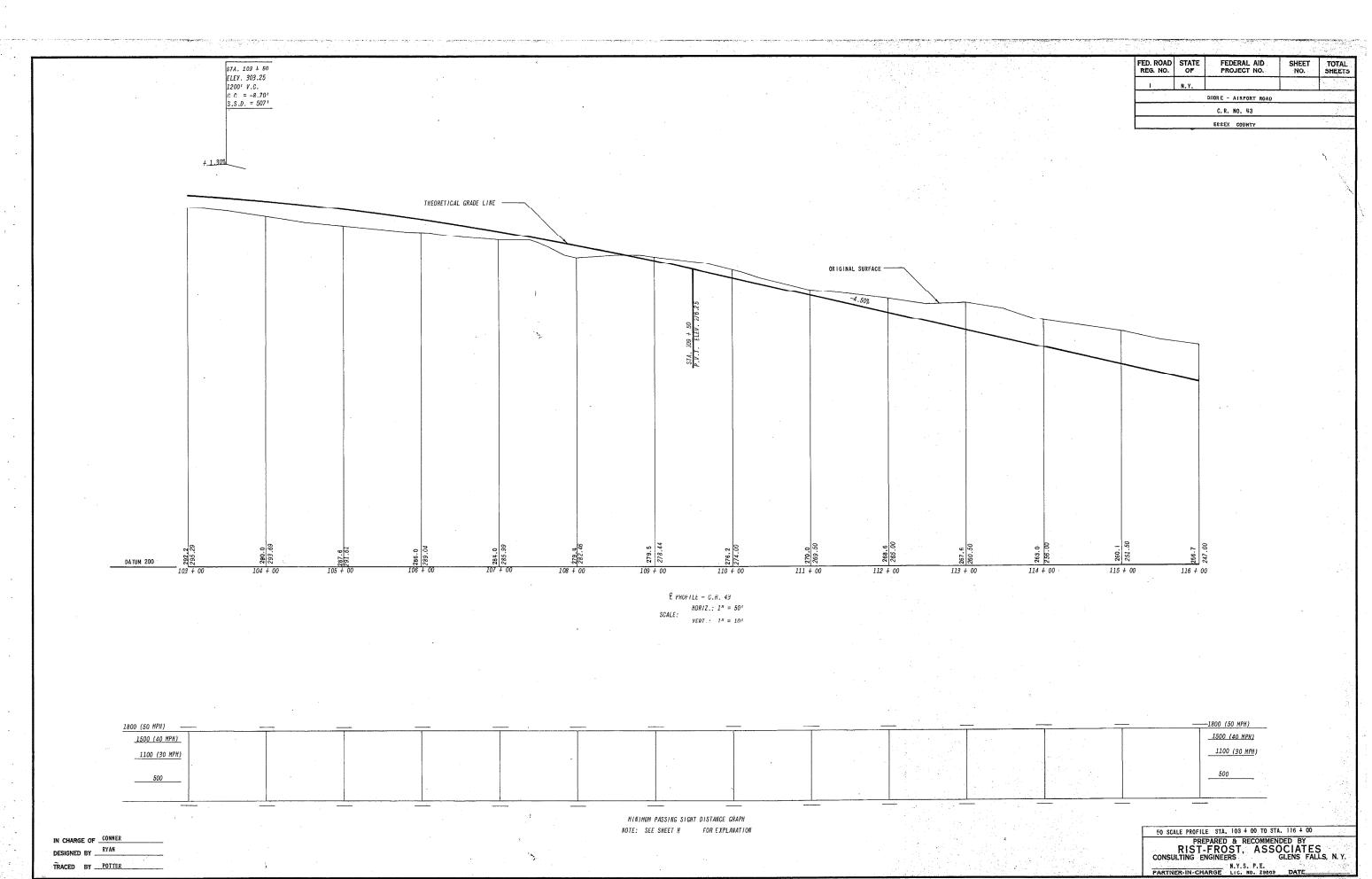
50 SCALE PROFILE STA. 89 + 00 TO STA. 103 + 00

PREPARED & RECOMMENDED BY

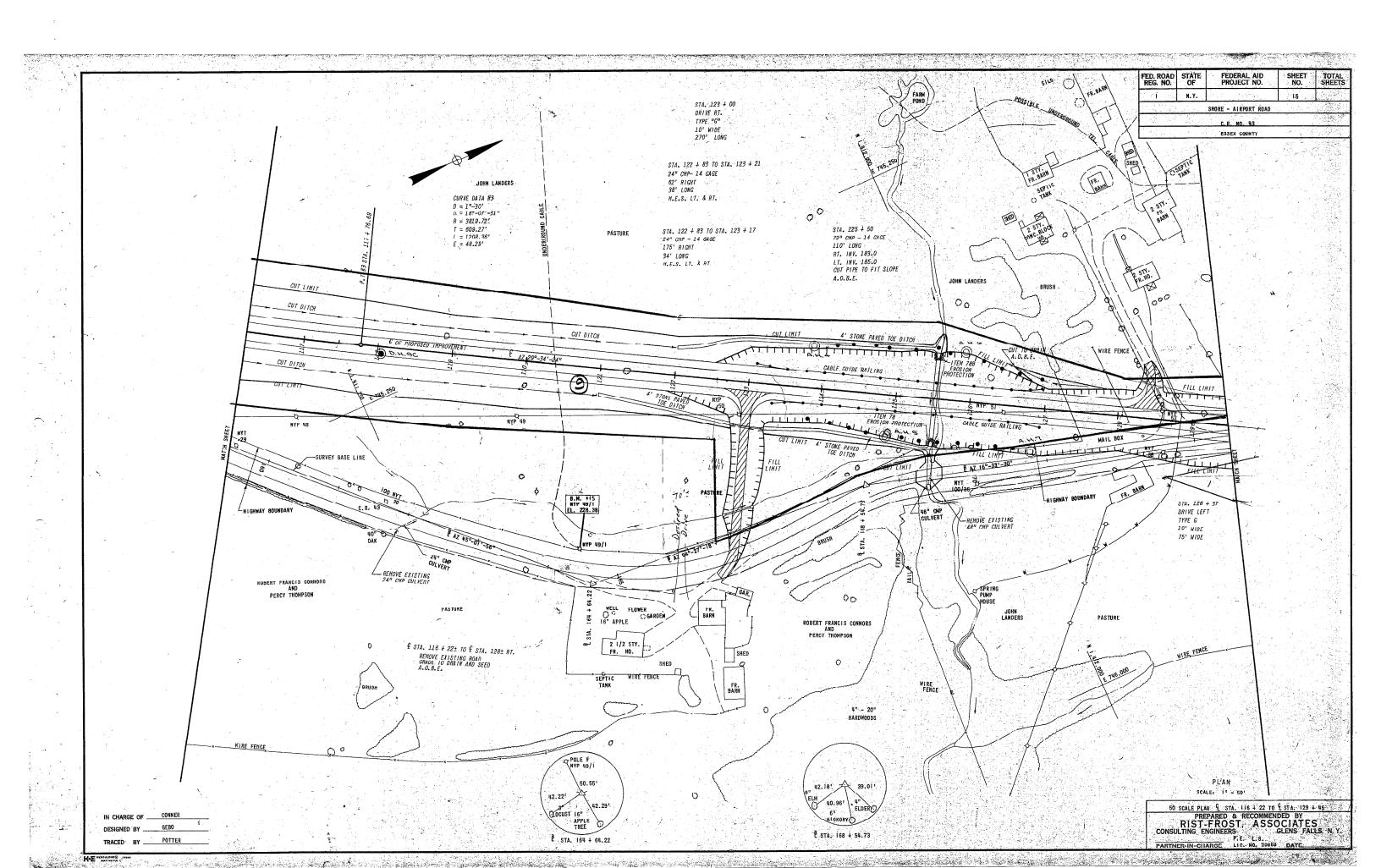
RIST-FROST, ASSOCIATES

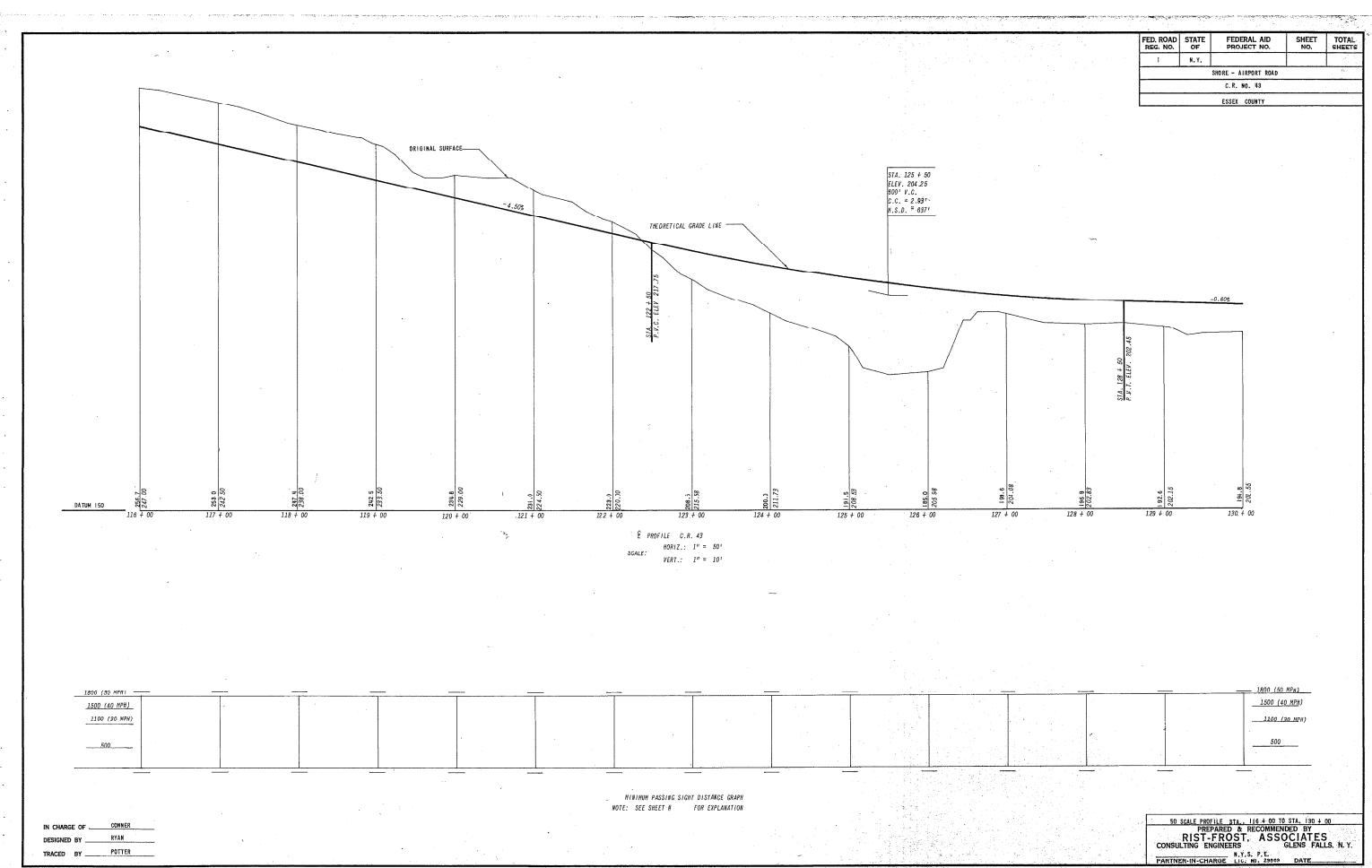
CONSULTING ENGINEERS GLENS FALLS, N.Y.

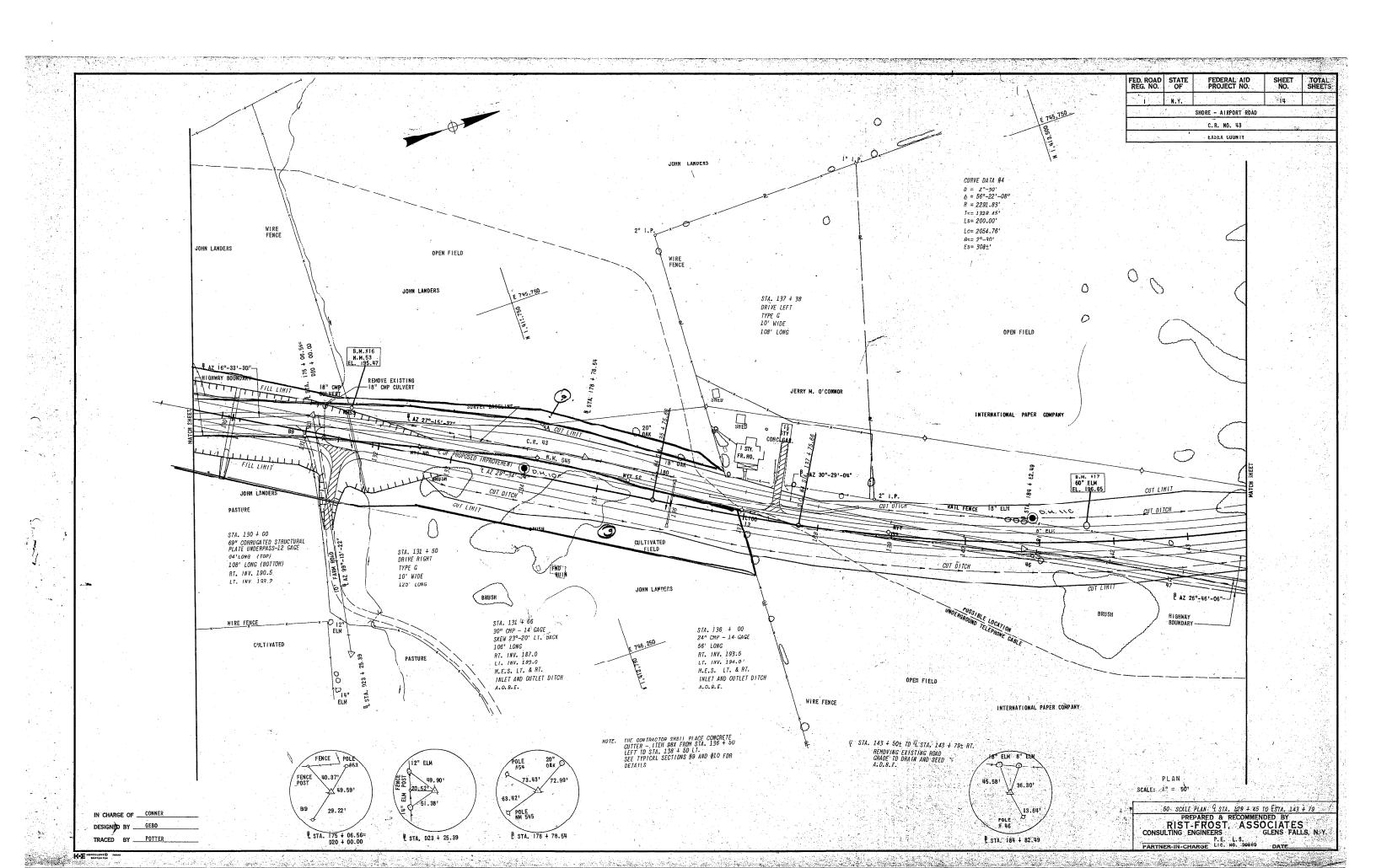


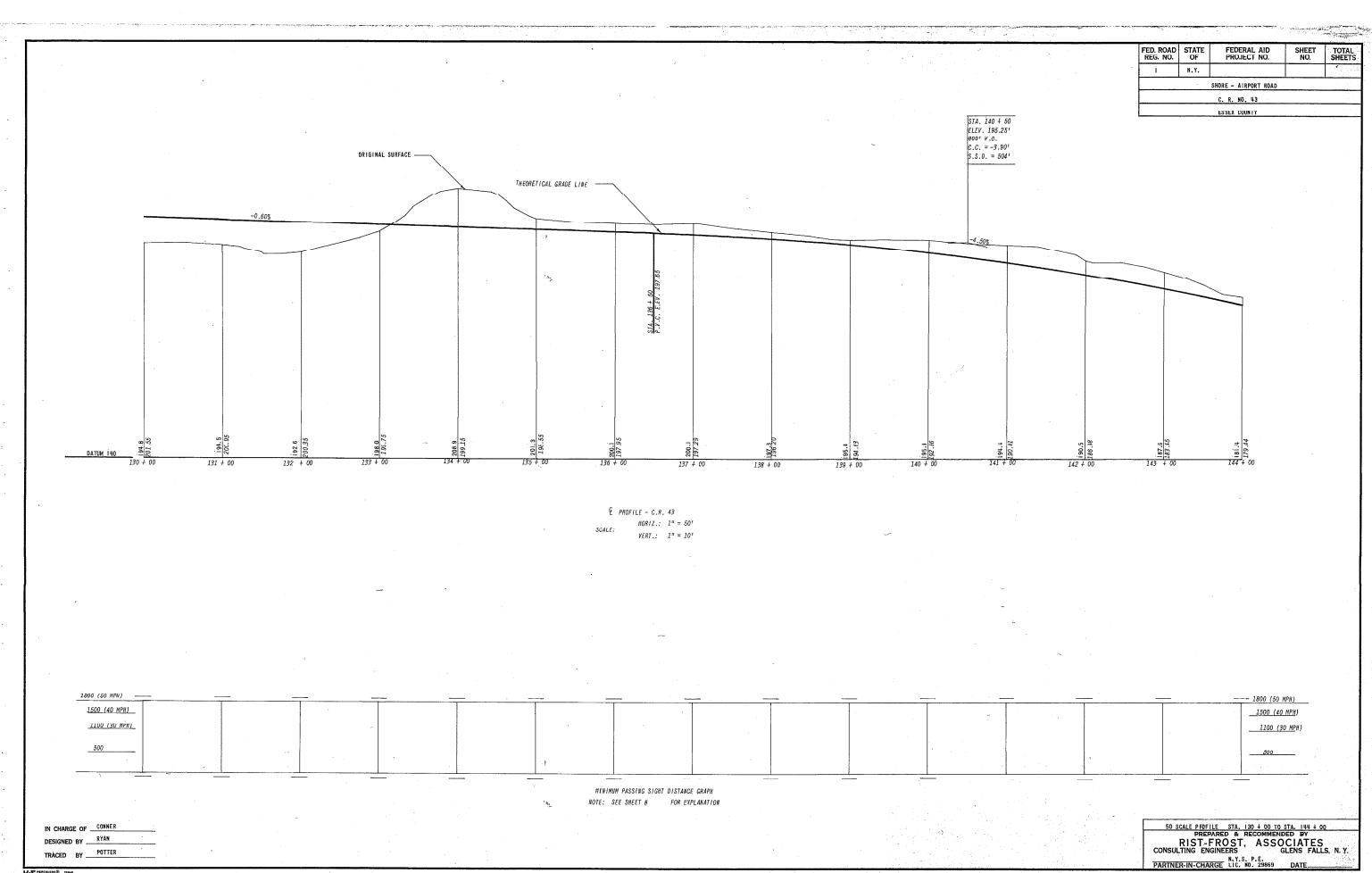


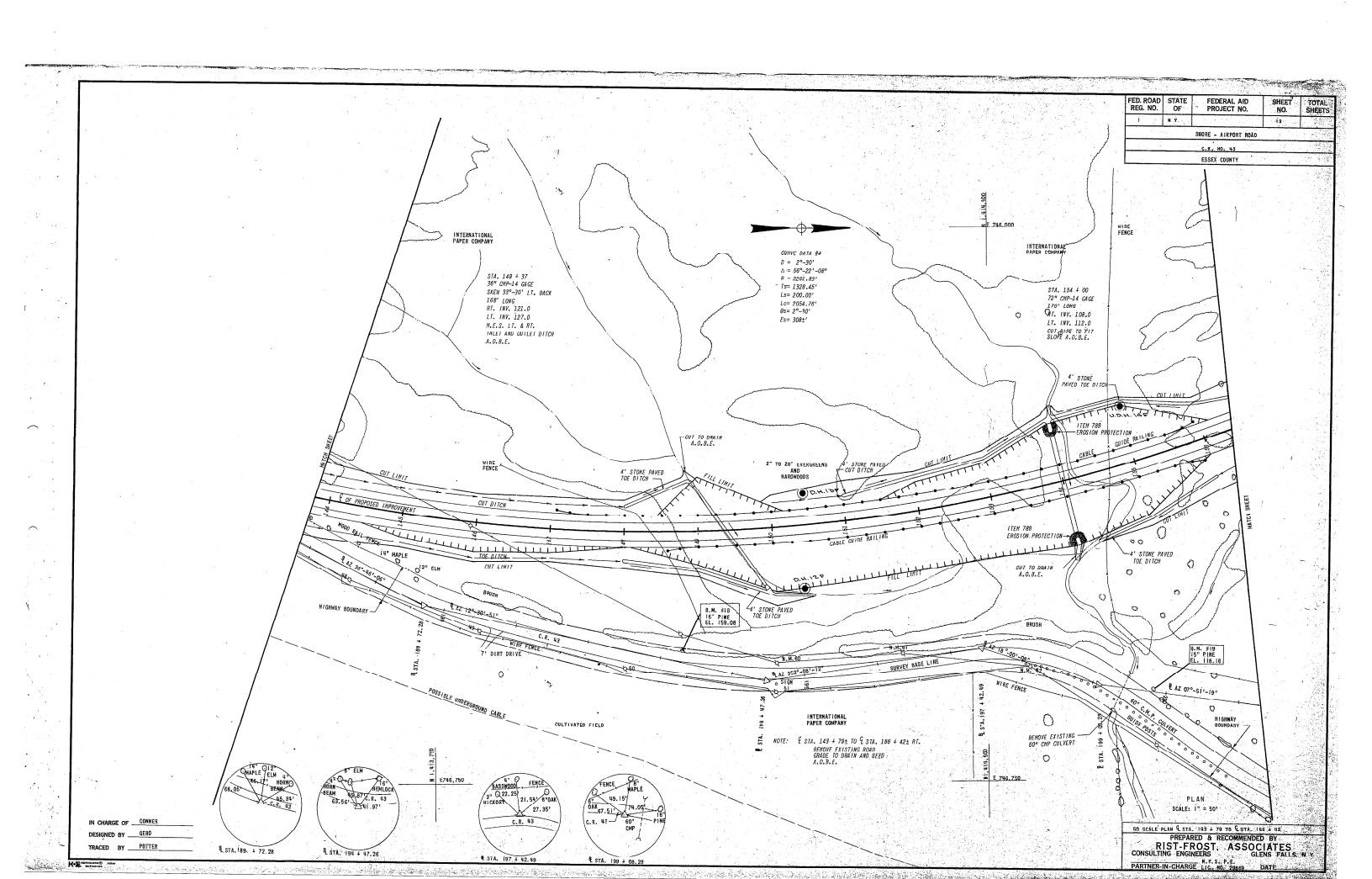
LAS RESCULENES 700

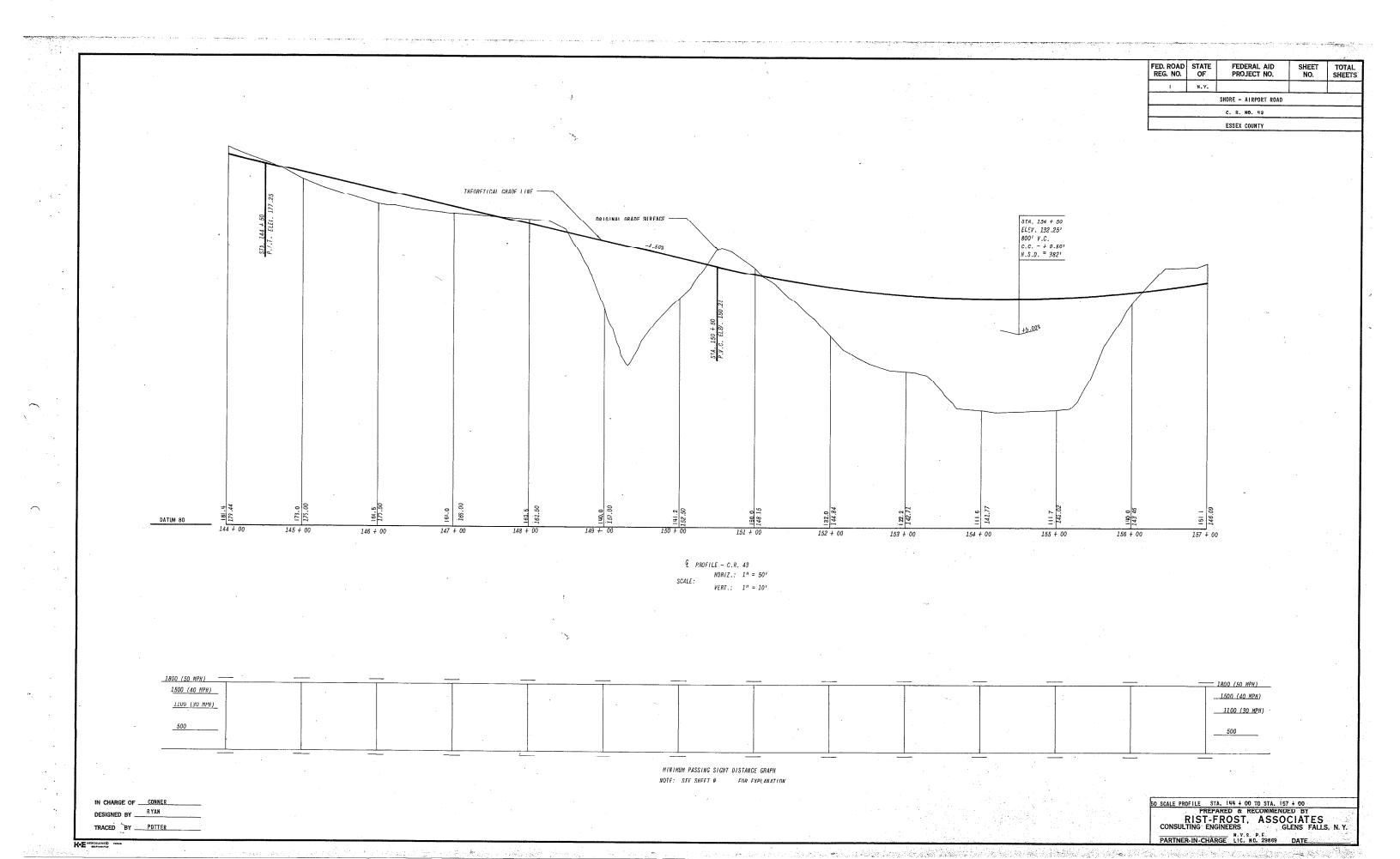


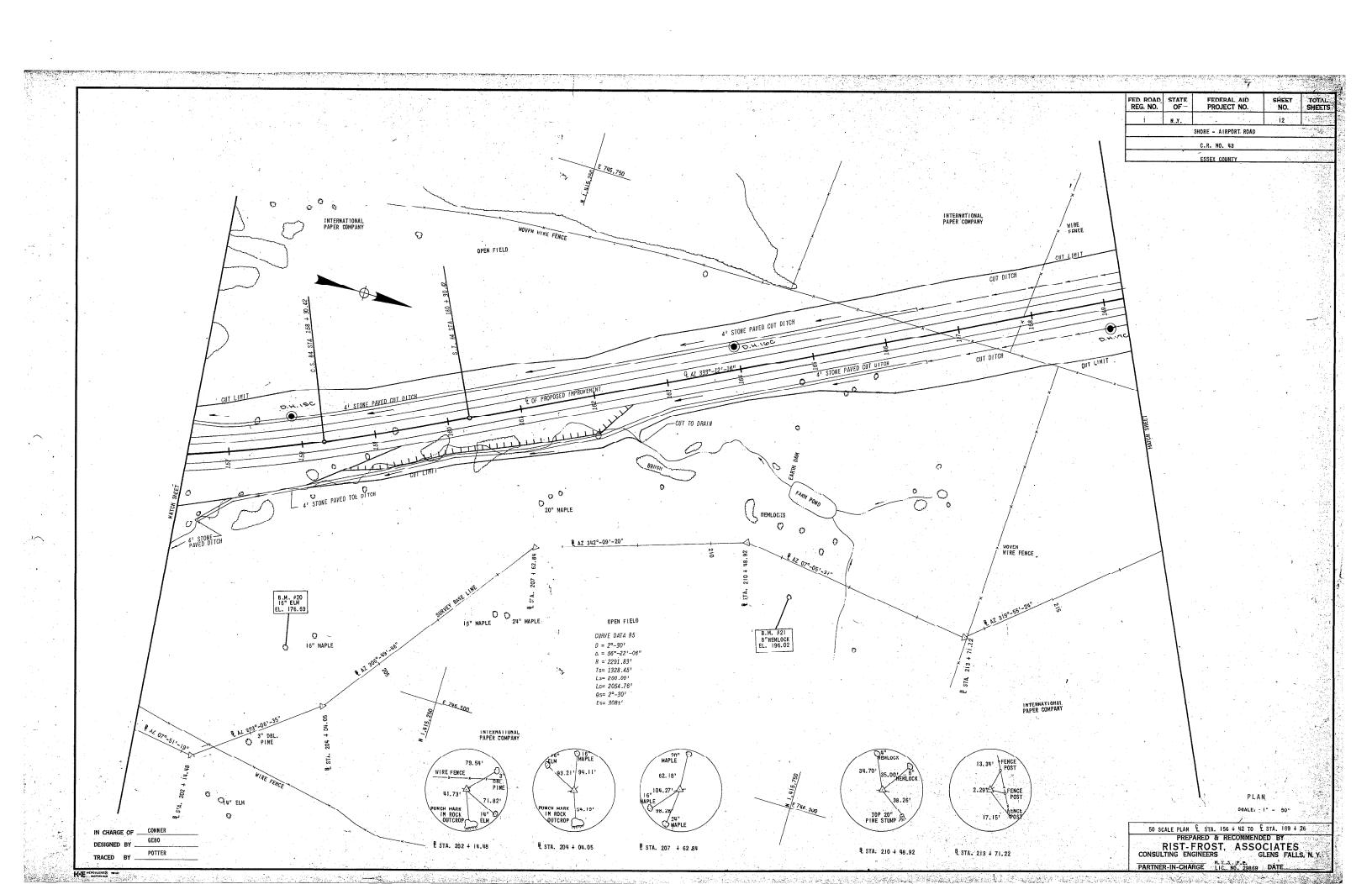








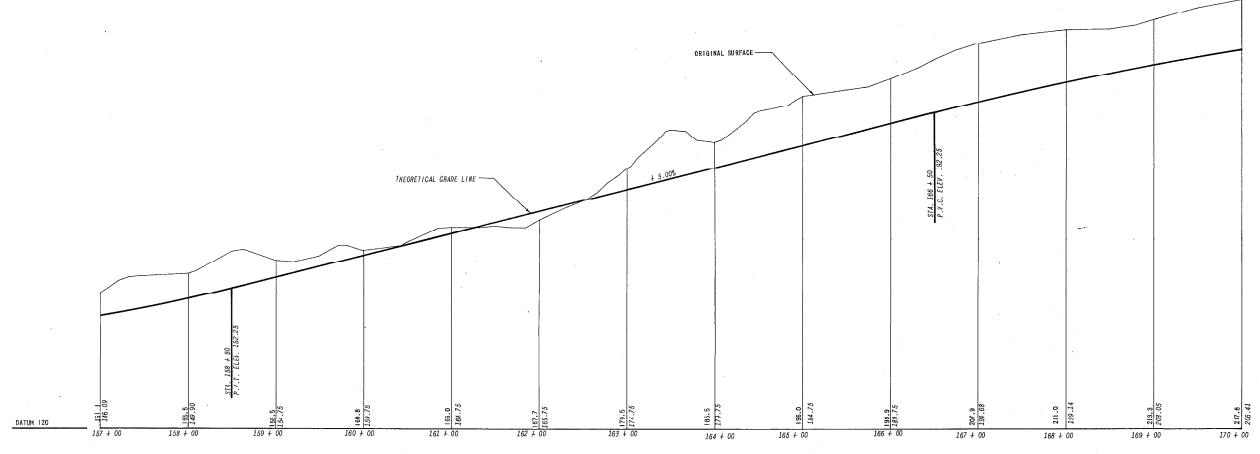




FED. ROAD STATE PROJECT NO. SHEET. TOTAL: SHEETS:

1 N.Y. SHORE - AIRPORT ROAD

C.R. NO. 43
ESSEX COUNTY



Q PROFILE - C. R. 43

HORIZ. 1" = 50'

SCALE: VERT.: 1" = 10'

1800 (50 MPH)

1500 (40 MPH)

1100 (30 MPH)

500

MINIMUM PASSING SIGHT DISTANCE GRAPH
NOTE: SEE SHEEL # FOR EXPLANATION

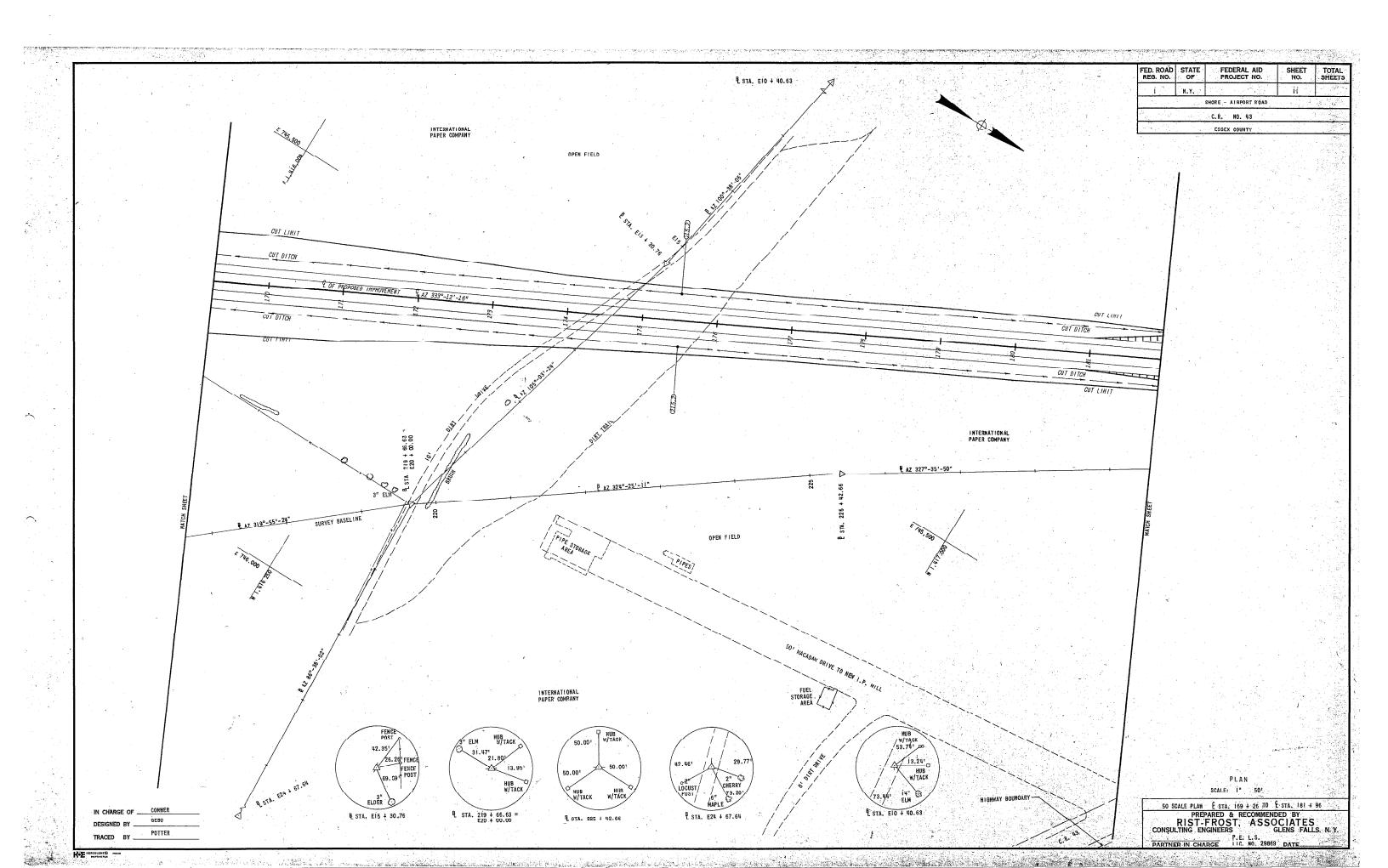
 50 SCALE PROFILE STA. 157 + 00 TO STA. 170 + 00

PREPARED & RECOMMENDED BY

RIST-FROST, ASSOCIATES

CONSULTING ENGINEERS GLENS FALLS, N. Y.

PARTNER-IN-CHARGE IIC. NO. 29869 DATE



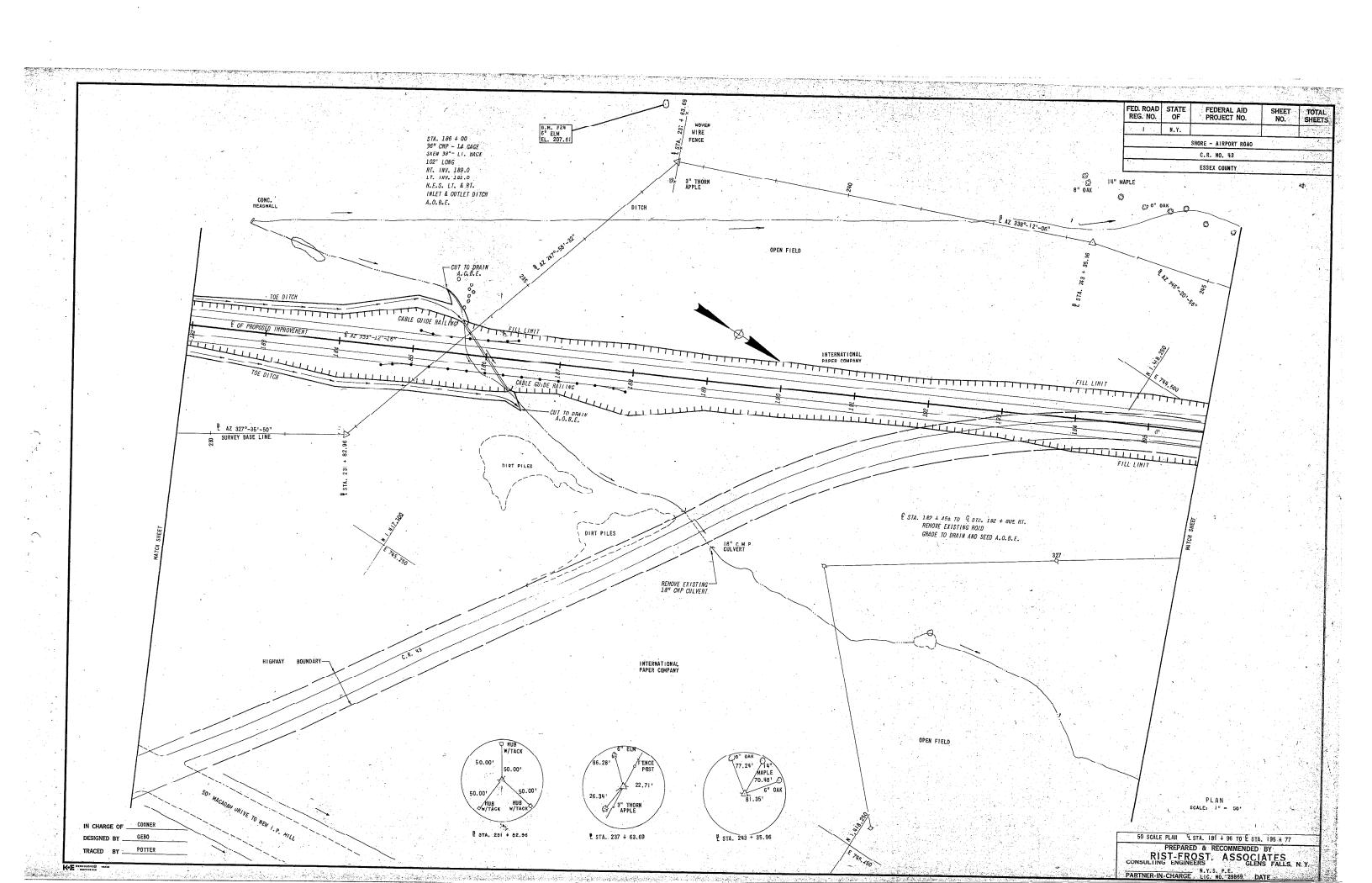
FEDERAL AID PROJECT NO. SHORE - AIRPORT ROAD C.R. NO. 43 STA. 172 + 00 ELEV. 219.75' ESSEX COUNTY ORIGINAL SURFACE -THEORETICAL GRADE LINE -2i7.5 213.23 218.i 211.50 215.0 208.9 DATUM 160 170 + 00 172 + 00 £ PROFILE - C. R. 43 HORIZ.: 1" = 50' SCALE: VERT.: 1" - 10' 1800 (50 MPH) 1500 (40 мрн) 1500 (40 MPH) 1100 (30 MPH) 1100 (30 MPH) 500 500 MINIMUM PASSING SIGHT DISTANCE GRAPH NOTE: SEE SHEET # FOR EXPLANATION 50 SCALE PROFILE STA. 170 + 00 TO STA. 183 + 00

PREPARED & RECOMMENDED BY

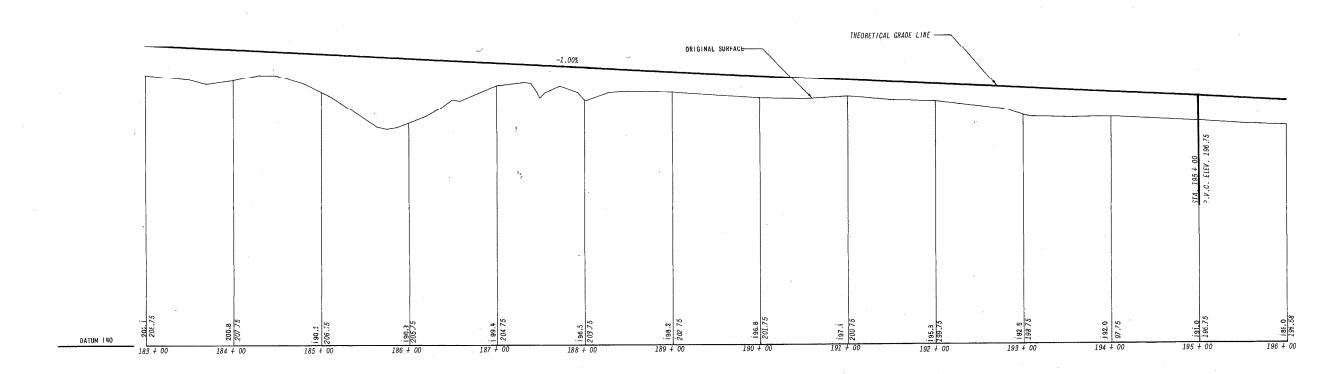
RIST-FROST, ASSOCIATES

CONSULTING ENGINEERS GLENS FALLS, N.Y. IN CHARGE OF ___CONNER DESIGNED BY ___RYAN_

TRACED BY POTTER



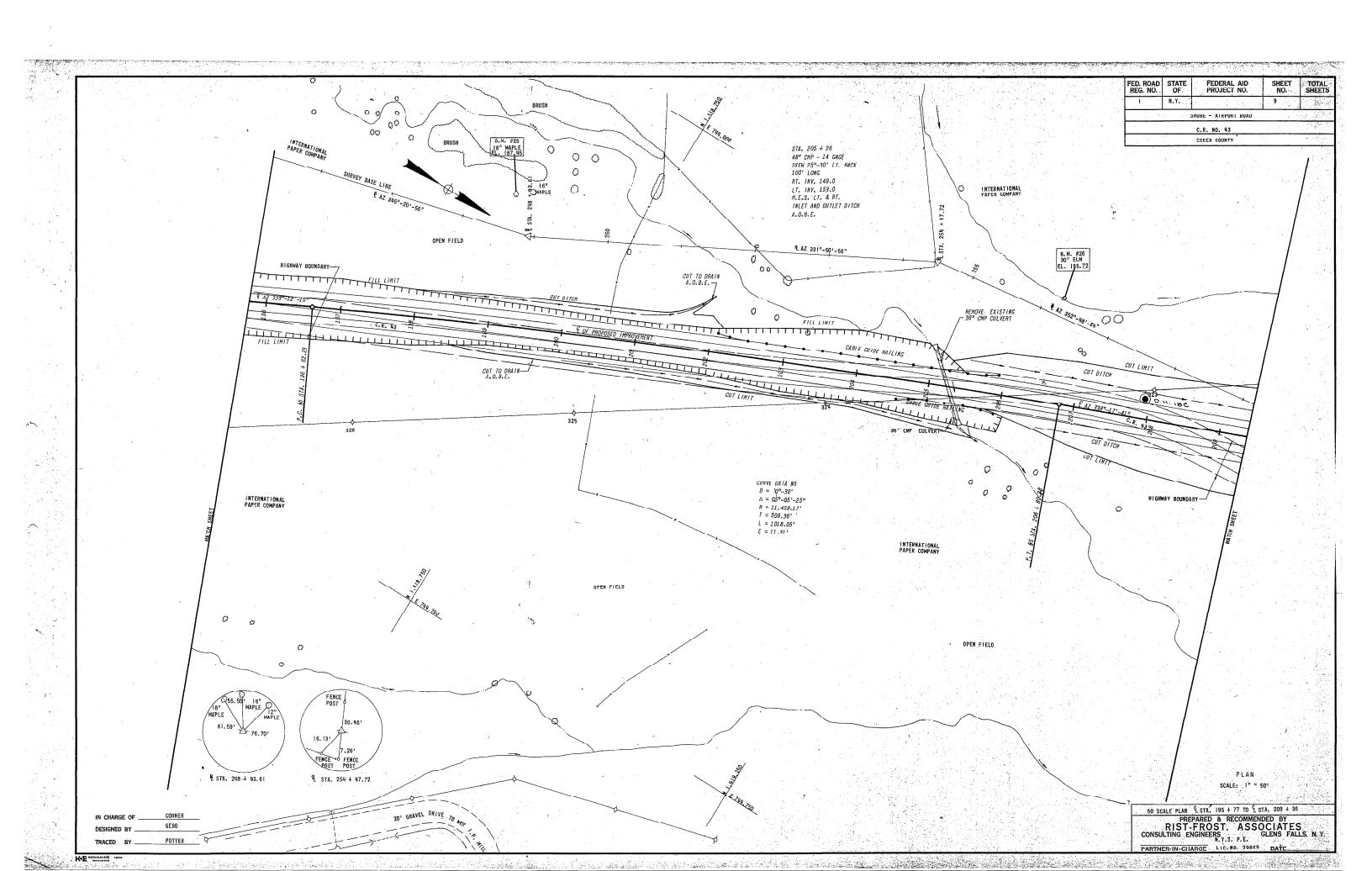
FED. ROAD REG. NO.	SIAIL	PROJECT NO.	SHEET .	TOTAL SHEETS
i i	N.Y.	:		45:
		SHORE - AIRPORT ROAD		- 4 T
		C.R. NO. 43		
		ESSEX COUNTY		

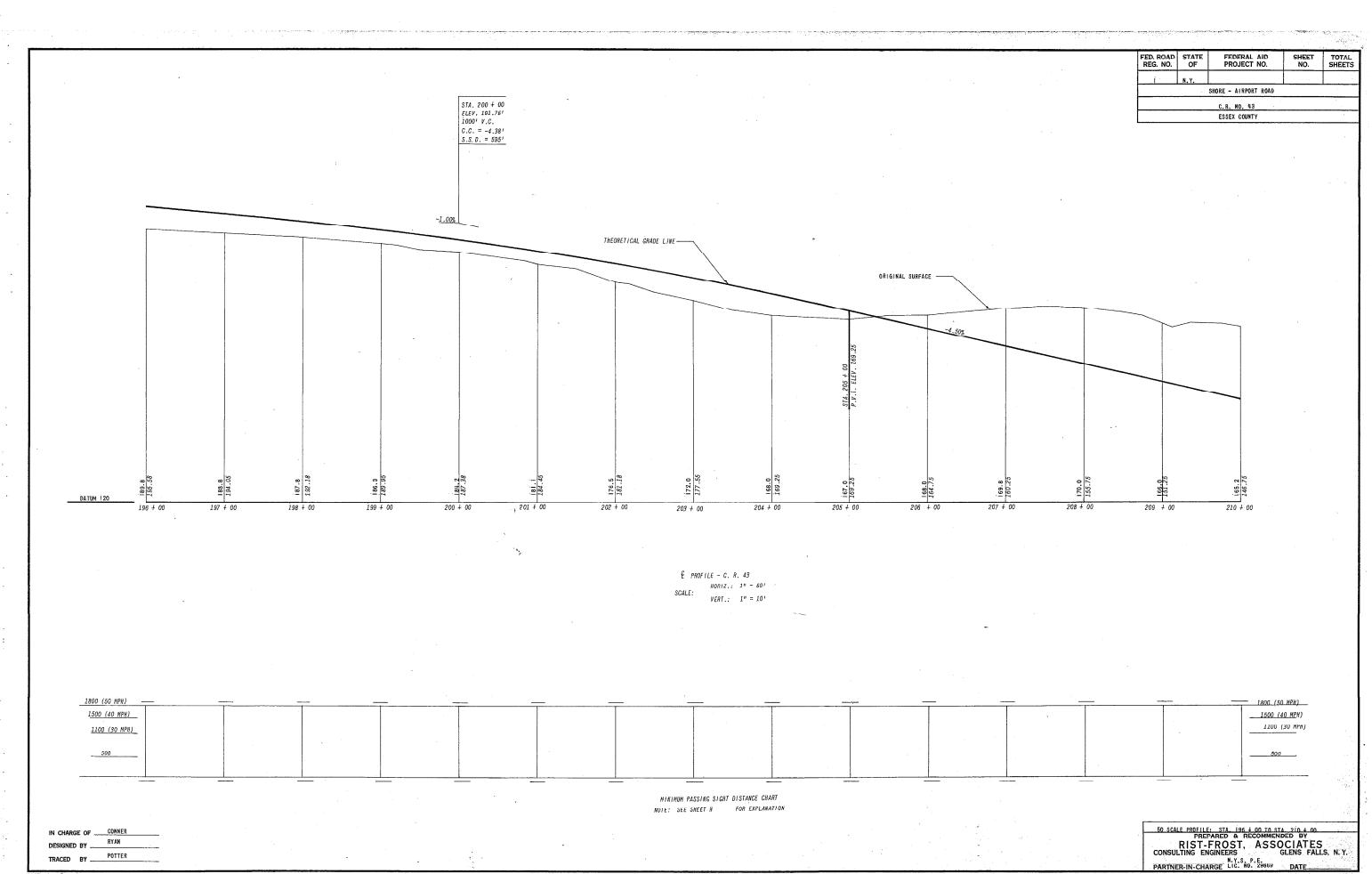


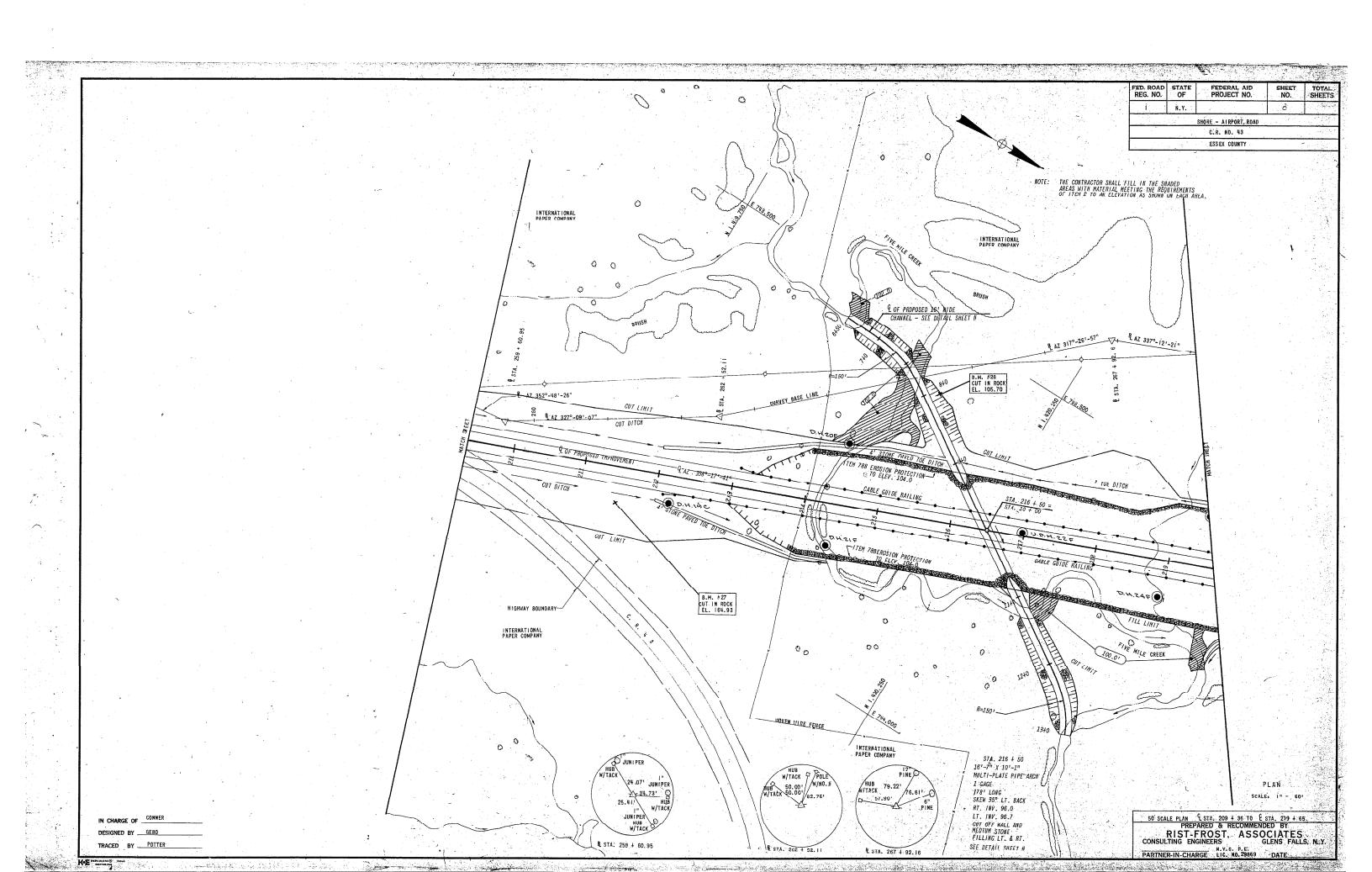
9_ PHUFILE - C.R. 43 HORIZ.: 1" = 50' SCALE:

MINIMUM PASSING SIGHT DISTANCE GRAPH
NOTE SEE SHEET # FOR EXPLANATION

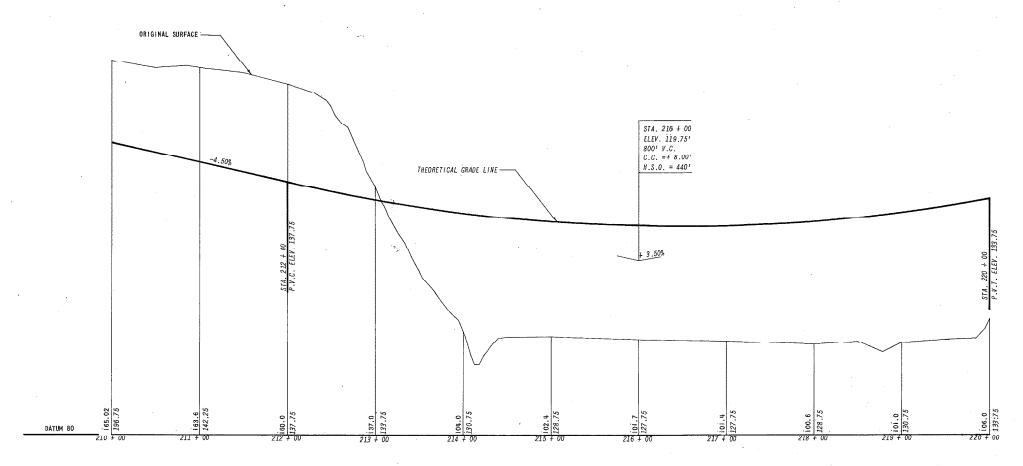
 50 SCALE PROFILE STS. 183 + 00 TO STA. 196 + 00
PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS
N.Y.S. P.E.
PARTNER-IN-CHARGE LIC. NO. 29869 DATE







FED. ROAD REG. NO.	STATE OF	PROJECT NO.	SHEET NO.	TOTAL SHEETS
i	N.Y.		11.	
		SHORE - AIR PORT ROAD		
		C. R. NO. 43		18 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
		ESSEX COUNTY		



PROFILE - C.R. 43

SCALE:

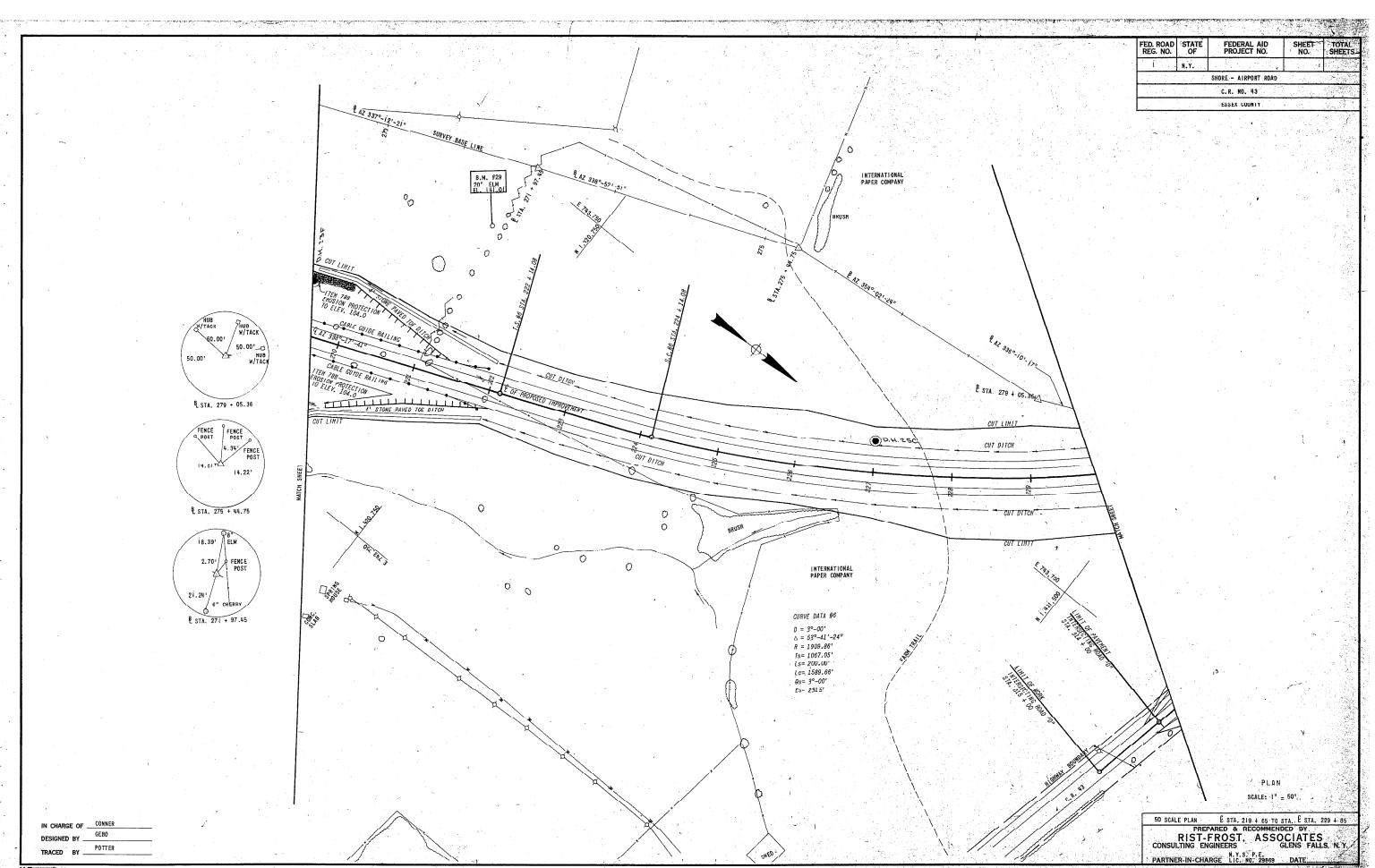
**RORIZ.: 1" = 50'

**VERT.': 1" = 10'

| 1800 (50 MPH) | 1800 (50 MPH) | 1500 (40 MPH) | 1500 (40 MPH) | 1100 (30 MPH) | 1100 (30 MPH) | 1500 (40 MPH

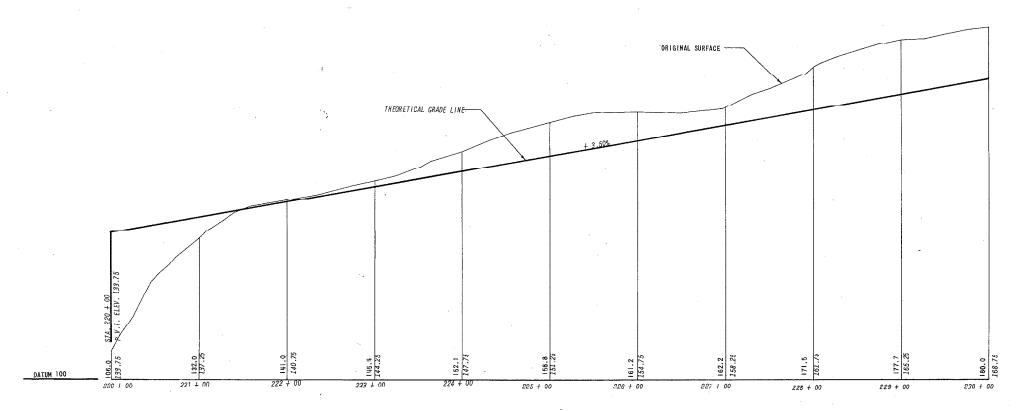
MINIMUM PASSING SIGHT DISTANCE GRAPH
NOTE: SEE SHEET # FOR EXPLANATION

50 SCALE PROFILE STA. 210 + 00 TO STA. 220 + 00
PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N.Y.
PARTNER-IN-CHARGE LIC. NO. 29869 DATE



K-E HERCULENE® 74844

FED. ROAD REG. NO.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
i	N.Y.			179.1
		SHORE - AIRPORT ROAD	11740	ars [F
		C.R. NO. 43		. 10.
		ESSEX COUNTY		:



 $\begin{array}{ll} \P & \textit{PROFILE} - \textit{C. R. 43} \\ & \textit{HORIZ. : } 1^n = 50^\circ \\ \text{SCALE:} & \textit{VERT. : } 1^n = 10^\circ \\ \end{array}$

100 (50 MPH) —		<u> </u>		 			1800 (50 MPH)
500 (40 MPH)				•	·		1500 (40 MPH) 1100 (30 MPH)
1100 (30 MPH)			4				
500						15 12	500
		-	a a				

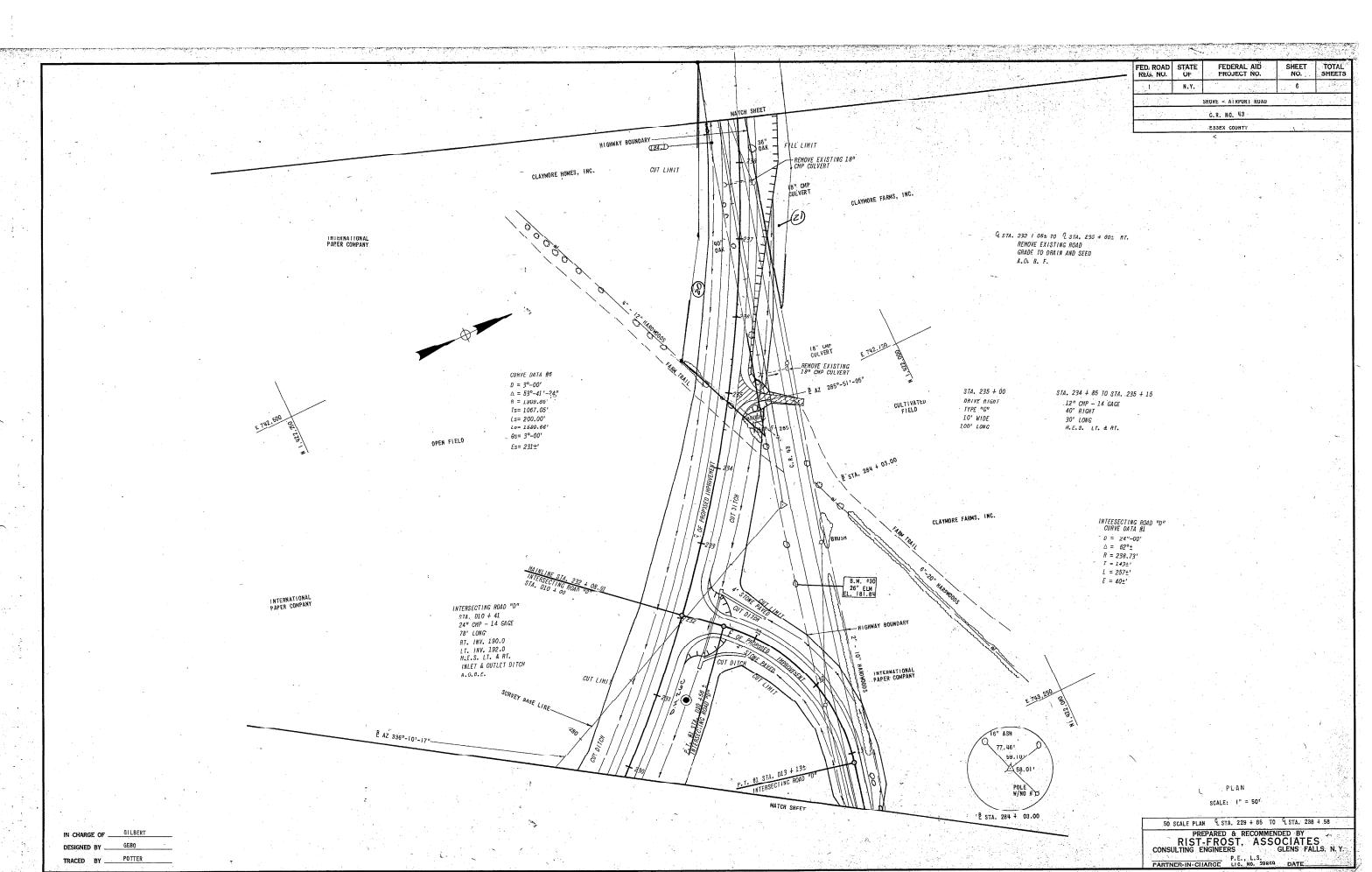
MINIMUM PASSING SIGHT DISTANCE GRAPH NOTE: SEE SHEET # FOR EXPLANATION

IN CHARGE OF CONNER

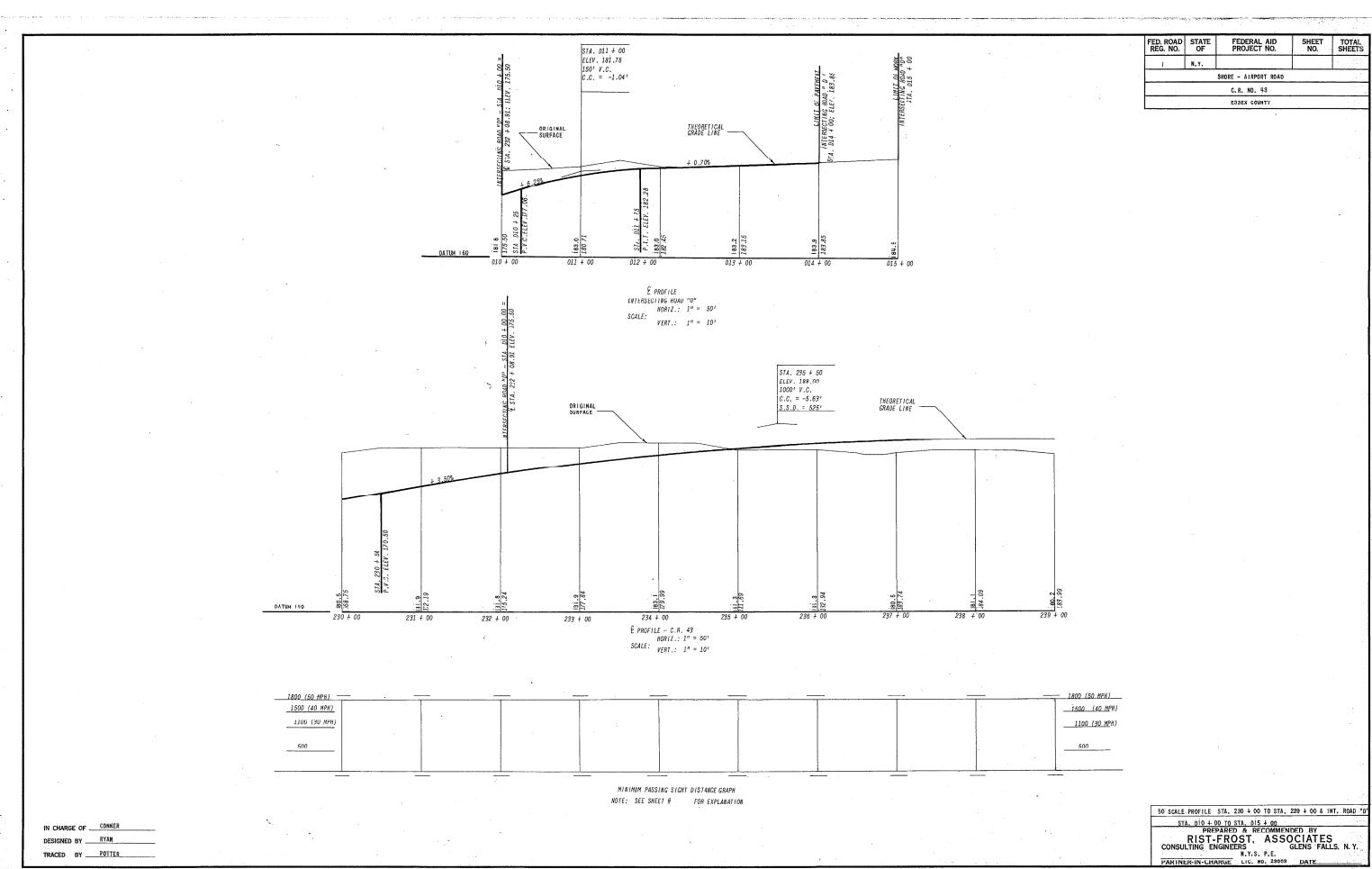
DESIGNED BY RYAN

TRACED BY POTTER

50 SCALE PROFILE STA. 220 + 00 TO STA. 230 + 00
PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N.Y.
PARTNER-IN-CHARGE LIC. NO. 29869 DATE



K.E HENCULENES



K•E HENCGLENE® 74

FED. ROAD STATE REG. NO. OF SHEET NO. TOTAL SHEETS FEDERAL AID PROJECT NO. SHORE - AIR PORT ROAD C.R. NO. 43 ESSEX COUNTY MATCH SHEET HIGHWAY BOUNDAR CUT LIMIT EDWARD J. DRINKWINE

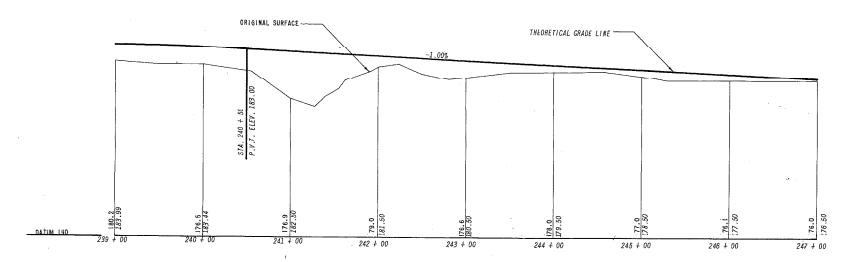
PATRICTA A. DRINKWINE

PATIO I STY
FR.

HO. STA. 245 + 85 DRIVE LEFT TYPE "M" 10' WIDE THE CONTRACTOR SHALL PLACE CONCRETE GUTTER - ITEM 98X FROW STA. 242 +50 LEFT TO 8TA. 246 ± 90 LEFT. SEE TYPICAL SECTIONS #9 AND #10 FOR DETAILS 60' LONG REMOVE EXISTING 12" CMP CULVERT-CUNCRETE GUTTER 4 AZ 286°-21'-12" ELLIOTT A. SHAW STA. 243 4 87 DRIVE LEFT TYPE "H." MARGARET M. SHAW 10' WIDE 60' LONG CLAYMORE FARMS, INC. CLAYMORE HOMES. INC. REHOVE EXISTING 12" CMP CULVERT. STA. 242 + 85 DRIVE LEFT TYPE "M" I STY. WALK O 10' WIDE JOHN W. POTTER
AND
HELEN A. POTTER 60' LONG STA. 241 + 19 30" CMP - 14 GAGE ST. #6 STA. 242 + 03.74 D SKEW 19°-30' RT. BACK 100' LONG RT. INV. 168.5 LT. INV. 171.5 NM 108 S.L. M.E.S. LT. & RT. INLET & OUTLET DITCH 24" C.M.P. CULV .-A.O.B.E. CURVE DATA #0 D = 3°-00' △ = 53°-41'-24" R = 1909.86 BRUSH B STA. 291 4 39.59 Ts= 1067.05' Ls= 200.00' Lc= 1589.66' θ = 3°-00' CUT TO DRAIN Es= 231±' C.S. HO STA. 240 1 03.74 STA. 239 + 25 DRIVE RIGHT 97.97' 40.17' TYPE "G" . B AZ 285°-51'-05"-10' WIDE CHERRY SURVEY BASELINE-70' LONG POLE NM CUT LIMIT B STA. 291 + 39.59 ILL LIMIT PLAN SCALE: 1" = 501 50 SCALE PLAN & STA. 238 + 58 TO & STA. 248 + 99 IN CHARGE OF ____CONNER PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N. Y.
PARTNER-IN-CHARGE LIC. NO. 29869 DATE DESIGNED BY ___GEBO TRACED BY POTTER

K+E HENCULENE®

FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
i	N.Y.			
1.00	5	HORE - AIRPORT ROAD		
		C.R. NO. 43		
		ESSEX COUNTY		



| 1800 (50 MPH) | 1500 (40 MPH) | 1500 (40 MPH) | 1100 (30 MPH) | 1100 (30 MPH) | 1500 (40 MPH

MINIMUM PASSING SIGHT DISTANCE GRAPH
NOTE: SEE SHEET # FOR EXPLANATION

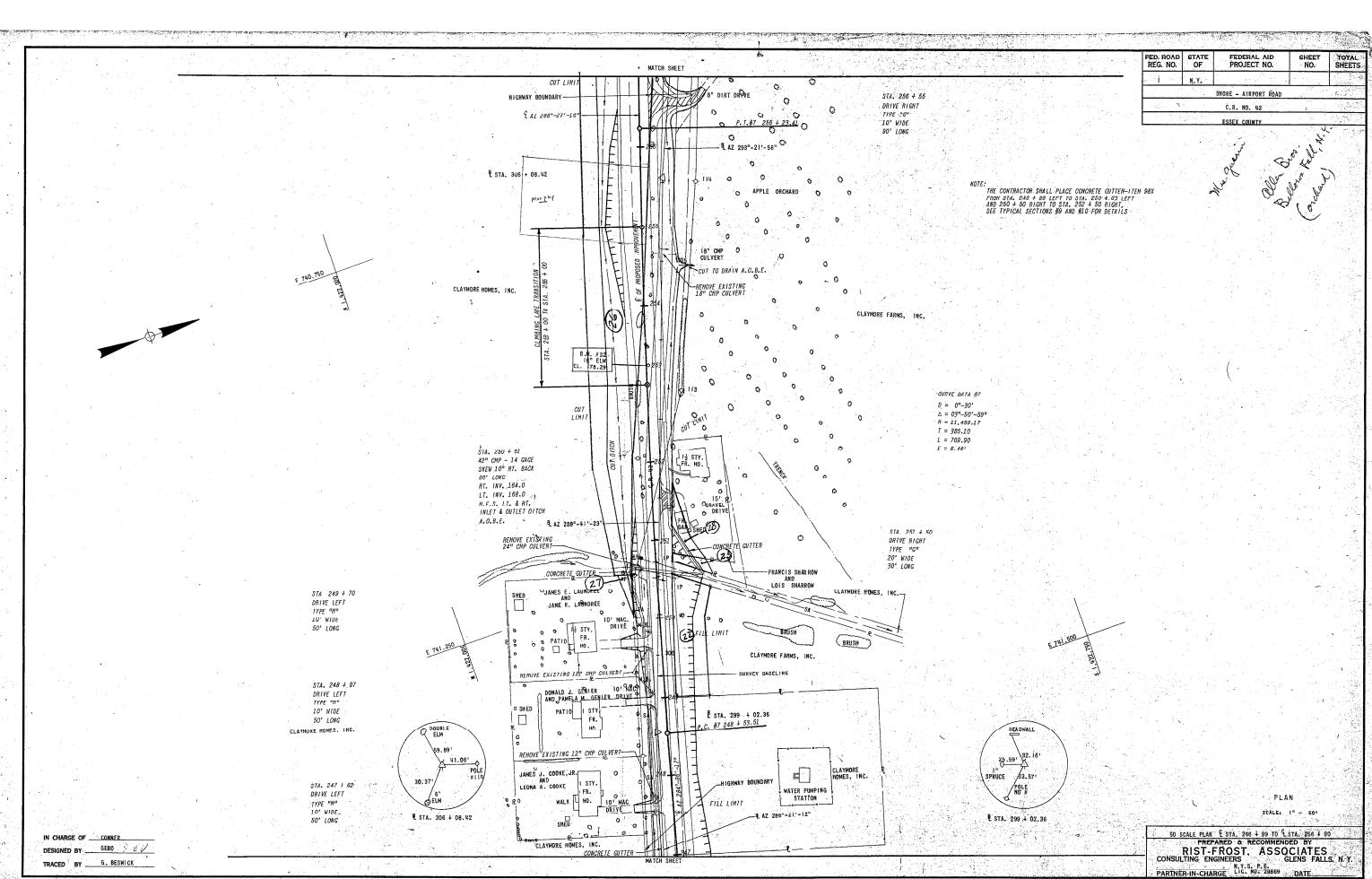
 50 SCALE PROFILE STA. 239 + 00 TO STA. 247 + 00

PREPARED & RECOMMENDED BY

RIST-FROST, ASSOCIATES

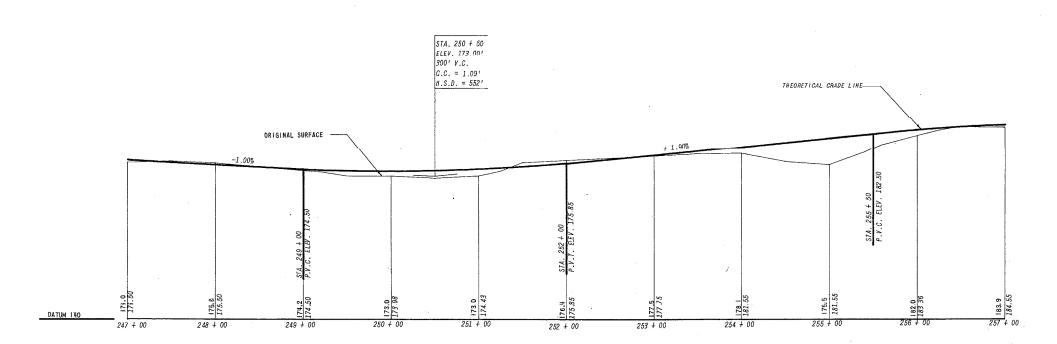
CONSULTING ENGINEERS GLENS FALLS, N. Y.

PARTNER-IN-CHARGE LIC. NO. 29869 DATE



K-E HENCULENES

FED. ROAD REG. NO.	STATE	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
I	N.Y.			
		SHORE - AIRPORT ROAD		
		C.R. NO. 43	:	
		ESSEX COUNTY		



 \hat{L} PROFILE - C.R. 43 HORIZ.: 1'' = 50'SCALE: VERT.: 1'' = 10'

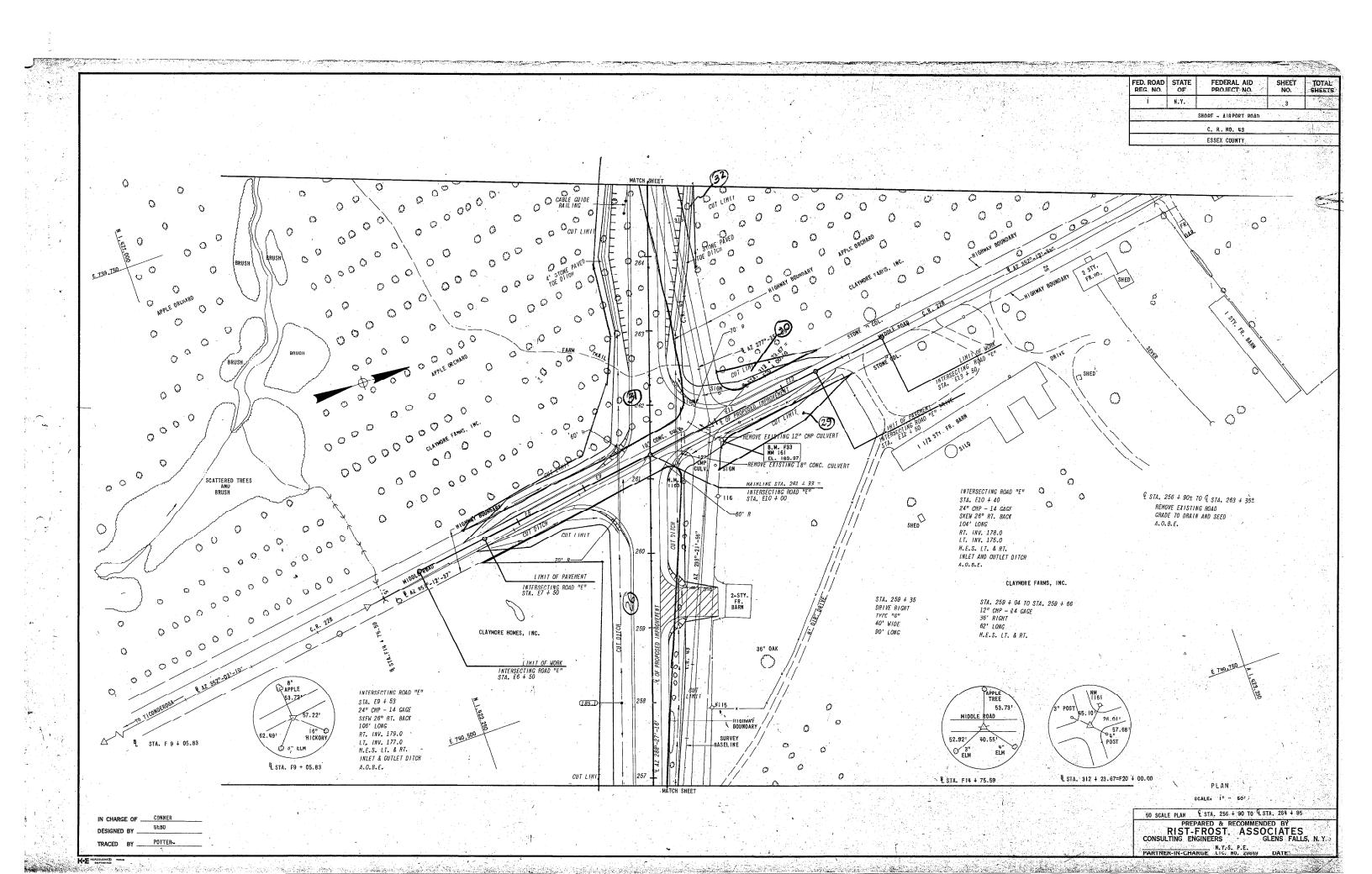
> MINIMUM PASSING SIGHT DISTANCE GRAPH NOTE: SEE SHEET # FOR EXPLANATION

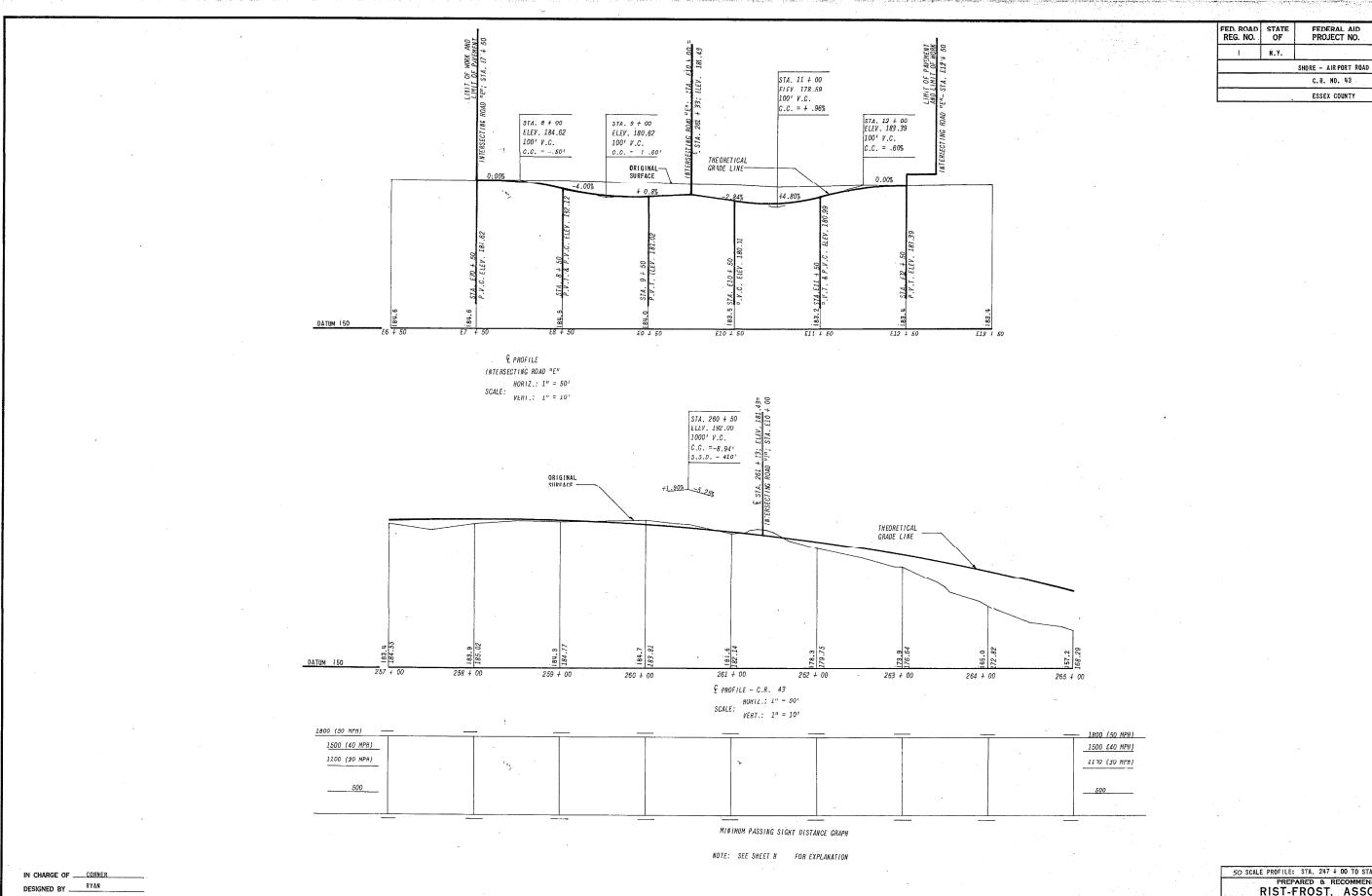
IN CHARGE OF CONNER

DESIGNED BY RYAN

TRACED BY POTTER

50 SCALE PROFILE STA. 247 + 00 TO STA. 257 + 00
PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS
N.Y.S. P.E.
PARTNER-IN-CHARGE LIG. NO. 29009 DATE





50 SCALE PROFILE: STA. 247 + 00 TO STA. 257 + 00

PREPARED & RECOMMENDED BY

RIST-FROST, ASSOCIATES

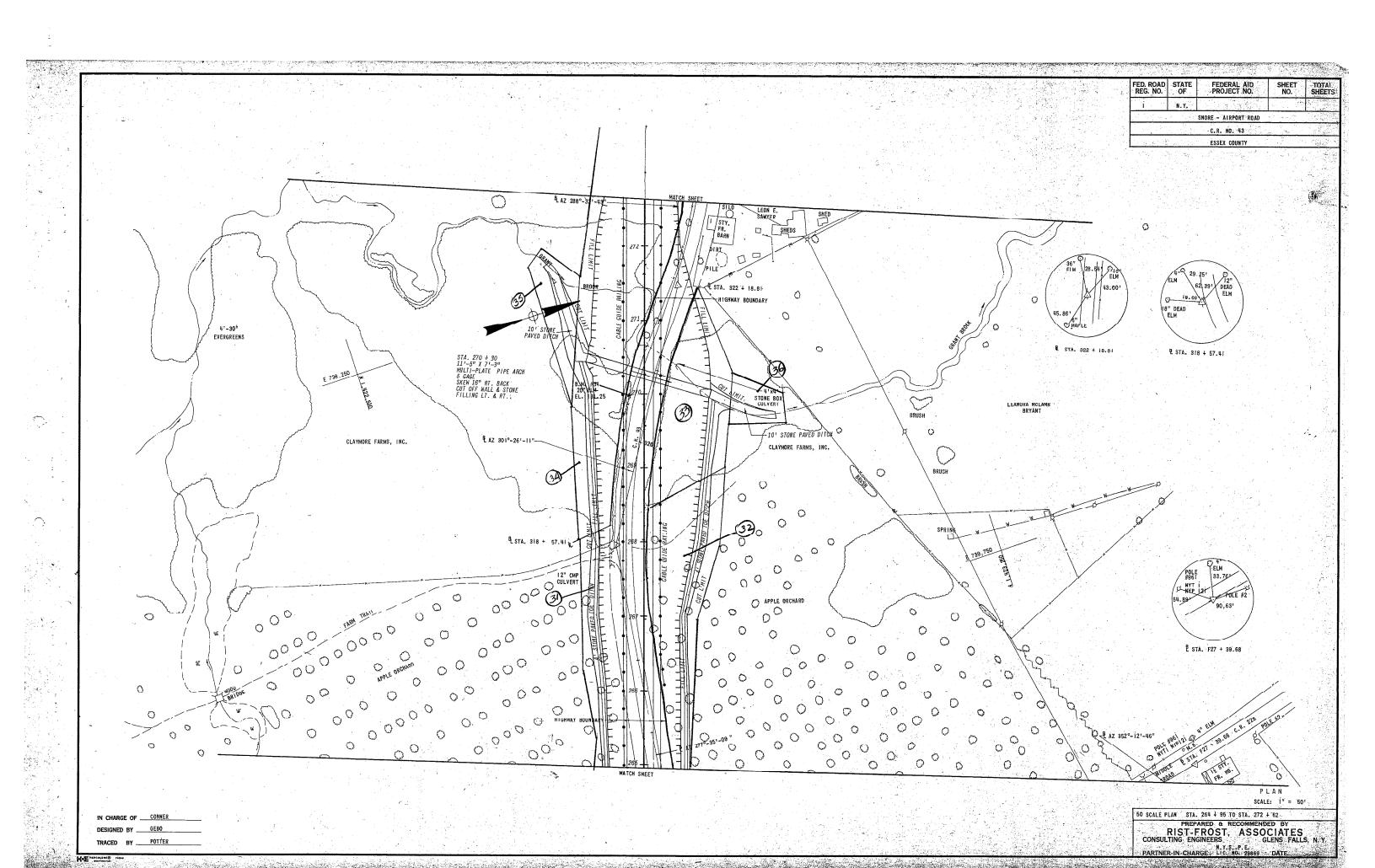
CONSULTING ENGINEERS GLENS FALLS, N.Y. PARTNER-IN-CHARGE LIC. NO. 29869 DATE

FEDERAL AID PROJECT NO.

C.R. NO. 43 ESSEX COUNTY SHEET NO.

TOTAL SHEETS

TRACED BY ____POTTER



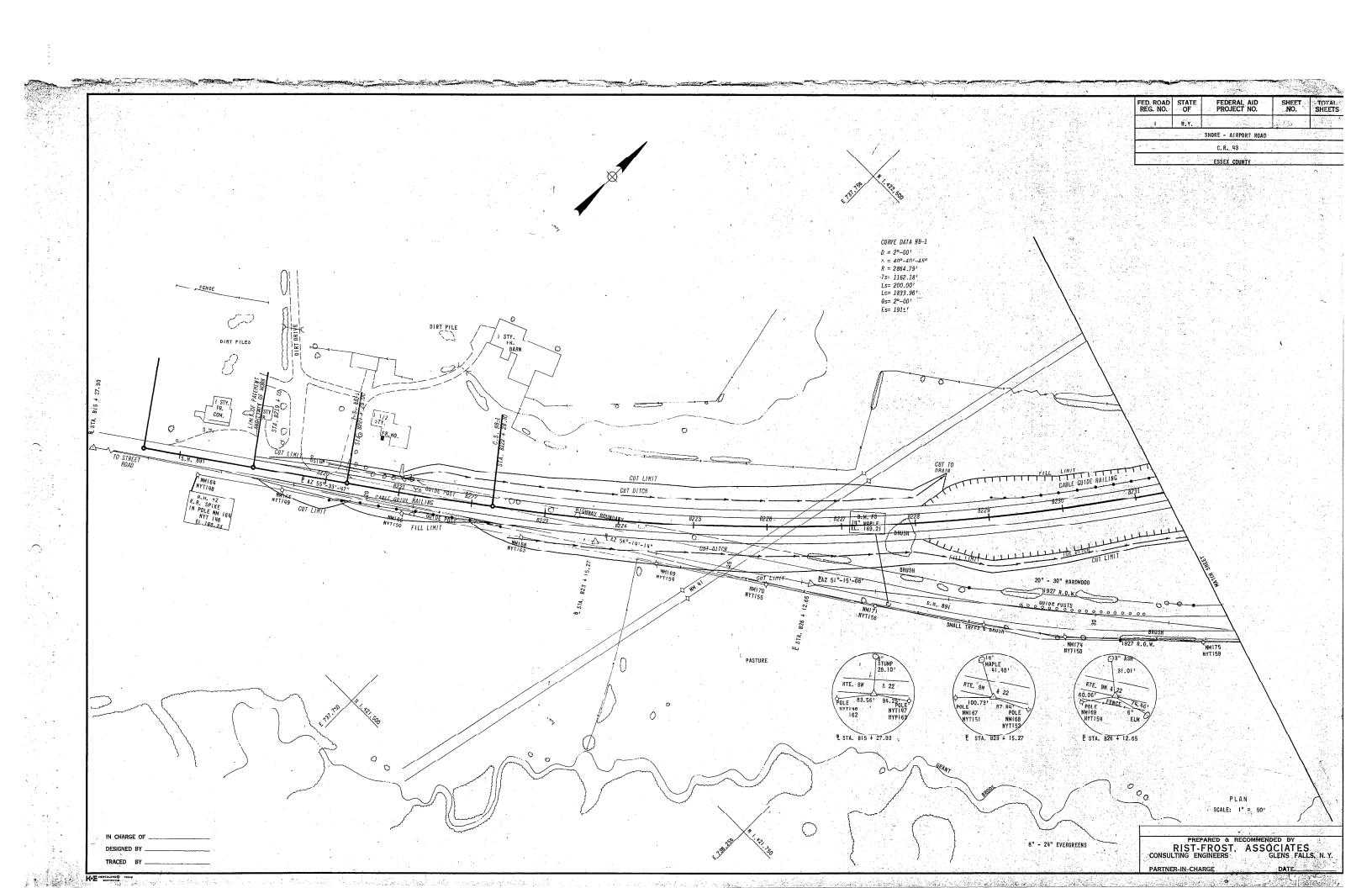
FED. ROAD STATE REG. NO. OF FEDERAL AID PROJECT NO. SHEET NO. SHORE - AIRPORT ROAD C.R. NO. 43 STA. 268 + 50 ELEV. 150.00 400' V.C. C.C. = + 1.88' H.S.D. = 475' IHEORETICAL GRADE LINE -STA. 277 + 09.49 ELEV. 137.11 100' V.C. 0.0. - -0.84' 265 + 00 274 + 00 275 + 00 PROFILE - C. R. 43

HORIZ.: 1" = 50' SCALE: VERT .: 1" = 10' 1800 (50 MPH) -1500 (40 MPH) -1800 (50 MPH) 1500 (40 MPH) 1100 (50 MPH) 1100 (30 MPH) 500 500 MINIMUM PASSING SIGHT DISTANCE GRAPH NOTE: SEE SHEET # FOR EXPLANATION IN CHARGE OF ____CONNER_ DESIGNED BY ____RYAN

K-E HERCULENE® 765

TRACED BY POTTER

50 SCALE PROFILE STA. 265 + 00 TO STA. 278 + 00
PREPARED α RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N. Y.
PARTNER-IN-CHARGE LIC. NO. 29869 DATE

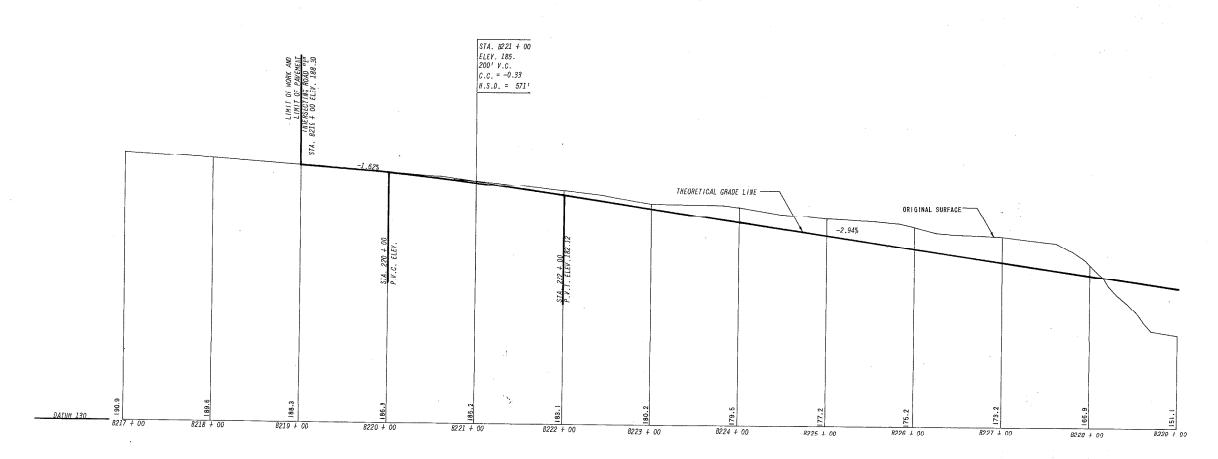


FED. HOAD STATE FEDERAL AID SHEET TOTAL SHEETS

I N.Y.

TICONDEROGA - CROWN POINT, PART I

S.H. NO.891
ESSEX COUNTY



Q PROFILE - S.H. 891

HORIZ.: 1" = 50'

CALE:

VERT.; 1" = 10'

(50 MPII)		 ·				
(40MPH)					-	1800 (50 MP)
(30MPH }						1500 (40 M
						1100 (30
0	-					1
		-	Ì			300
				[

MINIMUM PASSING SLGHT DISTANCE GRAPH

NOTE: SEE SHEET #

FOR EXPLANATION

50 SCALE PROFILE: STA. 8217 + 00 TO STA. 8229 + 00

PREPARED & RECOMMENDED BY

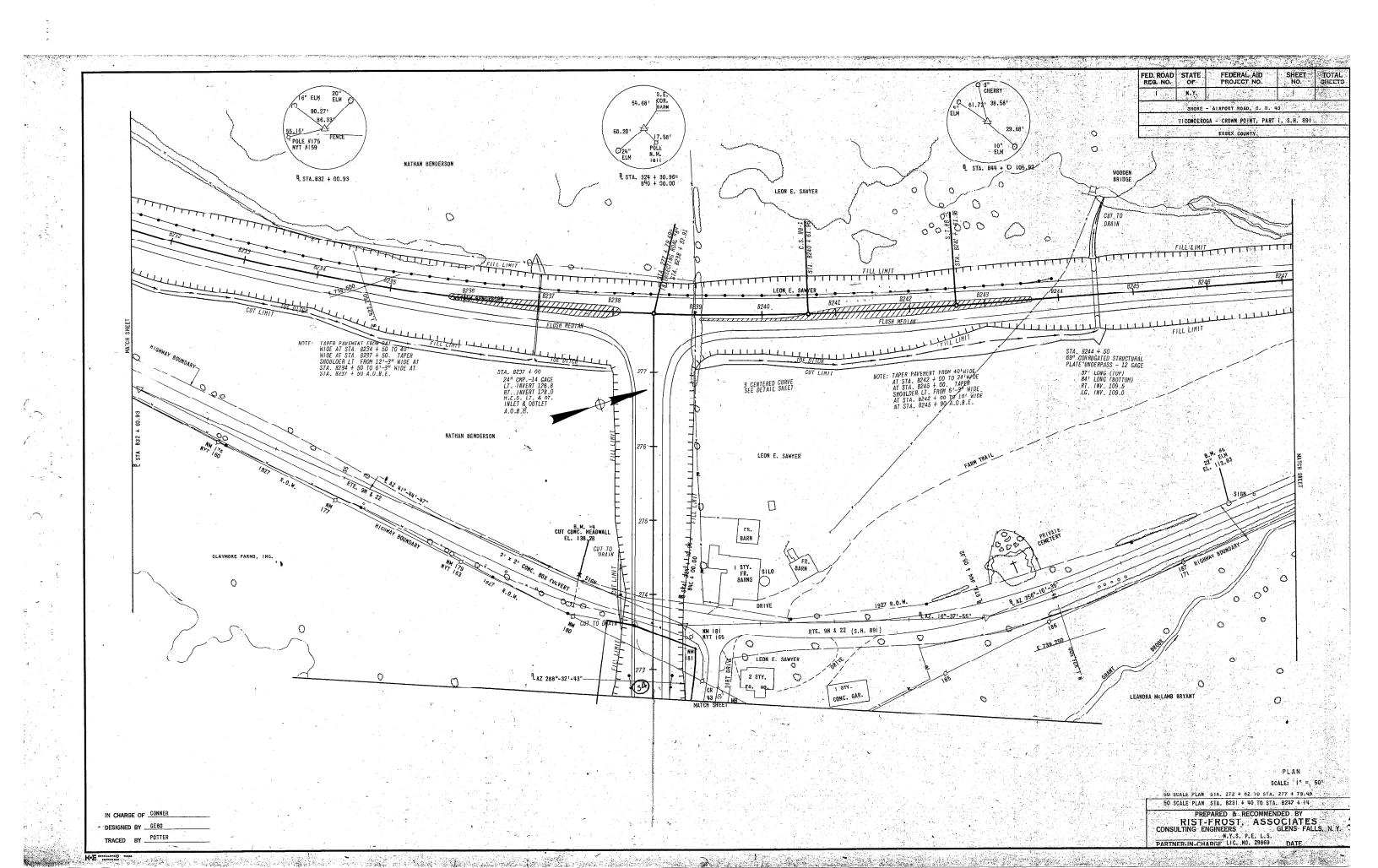
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS
N.V.B. P.E.

PARTNER-IN-CHARGE LIC. NO. 29869 DATE

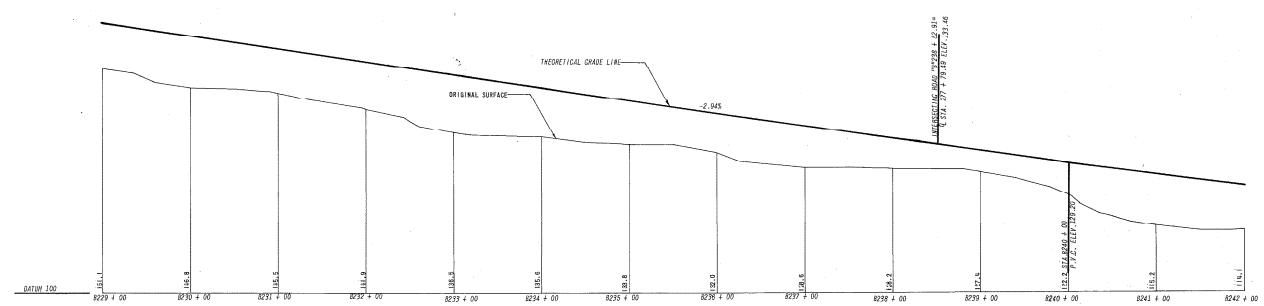
K+E HERICULINE® 75245

IN CHARGE OF CONNER

DESIGNED BY RYAN
TRACED BY BAILEY



FED. ROAD STATE REG. NO. OF FEDERAL AID PROJECT NO. SHEET TOTAL SHEETS TICONDEROGA - CROWN POINT, PART I ESSEX COUNTY



Q PROFILE - S.H. 891 HORIZ.: 1" = 50' VERT.: 1" = 10"

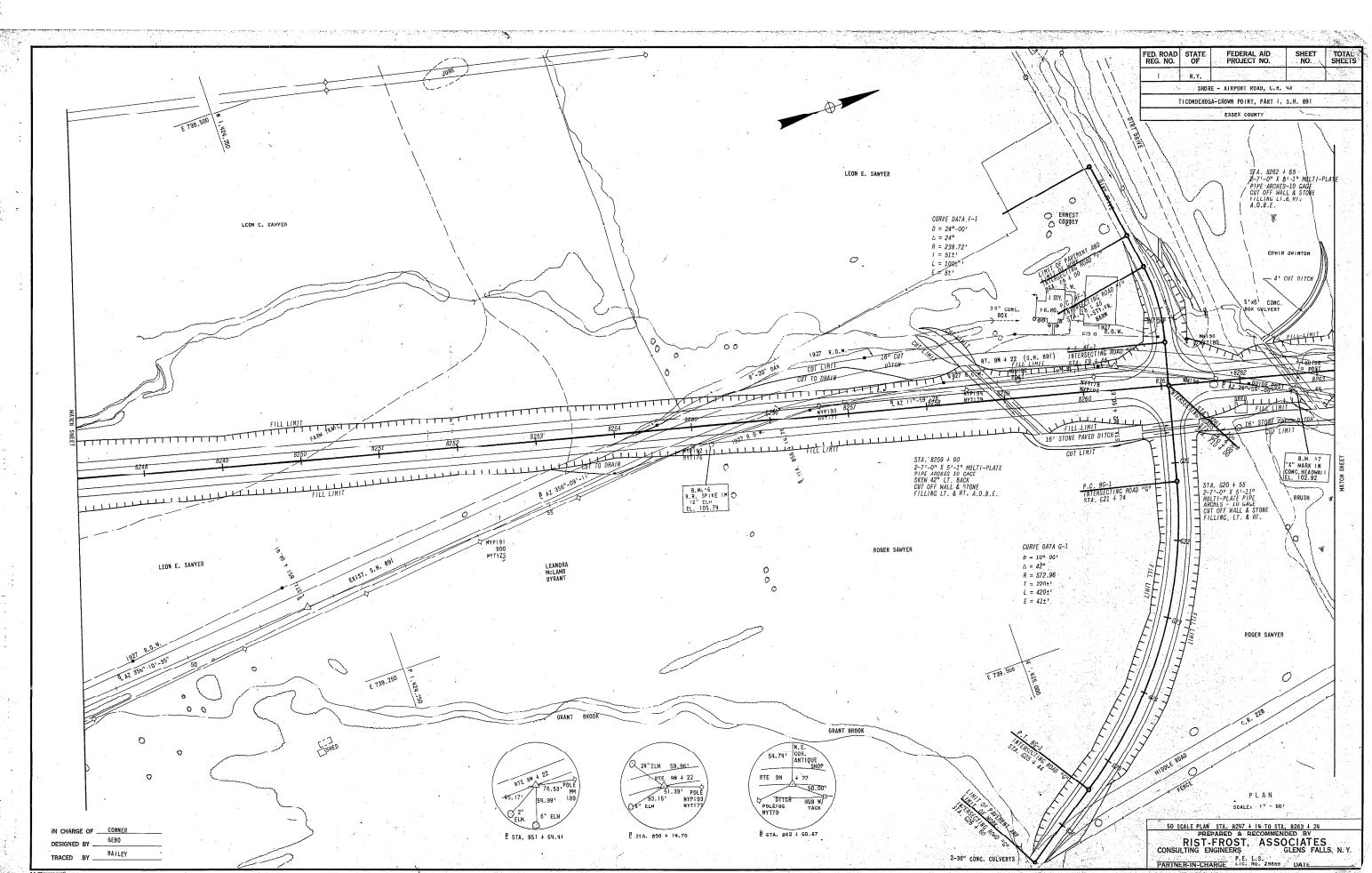
1800 (50 MPH) -1800 (50 MPH) 1500 (40 MPH) 1500 (40 MPH) 1100 (30 MPH) 1100 (30 MPH) 500____

MINIMUM PASSING SIGHT DISTANCE GRAPH

IN CHARGE OF __RYAN DESIGNED BY POTTER TRACED BY LAMY

NOTE: SEE SHEET # FOR EXPLANATION 50 SCALE PROFILE: STA. B229 + 00 TO STA. B242 + 00

PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N.Y.



K-E HERCULENE® 7

TICONOEROGA - CROWN POINT, PART | S.H. NO. 891 ESSEX COUNTY THEORETICAL GRADE LINE -ORIGINAL SURFACE --0.42% 8251 / 00 8253 + 00 5242 + 00 D244 + 00 6245 + 00 Q PROFILE - S.H. 891 HORIZ.: 1" = 50" SCALE: VERT .: 1" = 10" 1800 (50 MPH) 1800 (50 MPH) ____1500 (40 MPH) 1500 (40 MPH) 1100 (30 HPH) 1100 (30 MPH) MINIMUM PASSING SIGHT DISTANCE GRAPH NOTE: SEE SHEET # FOR EXPLANATION IN CHARGE OF ___CONNER

DESIGNED BY _____GEBO TRACED BY POTTER 50 SCALE PROFILE: STA. 8242 + 00 TO STA. 8255 + 00

PREPARED & RECOMMENDED BY

RIST-FROST, ASSOCIATES

CONSULTING ENGINEERS GLENS FALLS, N. Y.

PARTNER-IN-CHARGE LIC, NO. 29869 DATE

PROJECT LOCATION

61 SHEETS



CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION

FROM NY 9/74 TO NY 9N/22

TOWN OF TICONDEROGA, ESSEX COUNTY

FEBRUARY 26, 2018

D035459

ESSEX COUNTY

THE LATEST REVISIONS OF THE STANDARD SHEETS MAINTAINED BY THE DEPARTMENT, MHICH ARE CURRENT ON THE DATE OF ADVERTISEMENT FOR BIDS, SHALL BE CONSIDERED TO BE IN EFFECT. ALL PAY ITEMS AND WORK CONTAINED IN THE CONTRACT AND ANY ADDITIONAL PAY ITEMS AND WORK ENCOUNTERED DURING THE COURSE OF THE CONTRACT SHALL BE SUBJECT TO THE APPLICABLE STANDARD SHEET(S) UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.

ALL WORK CONTEMPLATED UNDER THIS CONTRACT IS TO BE COVERED BY AND IN CONFORMITY WITH THE STANDARD SPECIFICATIONS (US CUSTOMARY) REFERENCED IN THE CONTRACT PROJECT "PROPOSAL" EXCEPT AS MODIFIED BY THESE PLANS OR BY CHANGES SET FORTH IN THE CONTRACT PROJECT "PROPOSAL."

CONTRACT PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH NYSDOT POLICIES AND GUIDELINES AND THE FINAL DESIGN REPORT APPROVED ON 2/1/18.

CONTRACTOR'S NAME

AWARD DATE

COMPLETION DATE

FINAL ACCEPTANCE DATE

REGIONAL DIRECTOR

ENGINEER IN CHARGE

FINAL COST TOTAL

FISCAL SHARE

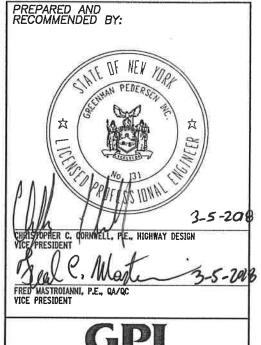
COST(S)

END PROJECT
STA. 221+34

END PROJECT
STA. 1+00

CHRIS GARROW OF PUBLIC WORKS, DATE

PROJECT LOCATION
NOT TO SCALE



GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS
BO WOLF ROAD, SUITE 300

	LDANI, NI 12203	
CR 43 SHORE AIRP	ORT ROAD	
ROADWAY SURFACE	PRESERVATION	
TOWN OF TICONDER	ROGA	
ESSEX COUNTY		
FED. ROAD REG. NO.	STATE	SHEET NO.
1	N.Y.	1
CAPITAL PROJECT	1	

INDEX ON SHEET NO. 2

FILE NAWE = \$FILEABBREV\$
DATE/TIME = \$CIATE\$
USER = \$NTUSER\$

FILE NAME = ...V176950_CPH_IND-1.dgn
DATE/TIME = 3/5/2018

USER = Jgentzler

DESIGN SUPERVISOR FRED MASTROIANNI

HCL	HORIZONTAL CONTROL LINE	T
HSD	HEADLIGHT SIGHT DISTANCE	1
L	LENGTH OF CIRCULAR CURVE	\top
LS	LENGTH OF SPIRAL	1
LVC	LENGTH OF VERTICAL CURVE	T
E	CENTER CORRECTION OF VERTICAL CURVE	T
M	MAIN LINE	F
PC	POINT OF CURVATURE	
PI	POINT OF INTERSECTION	
POL	POINT ON LINE	
PSD	PASSING SIGHT DISTANCE	
PT	POINT OF TANGENT	
PVC	POINT OF VERTICAL CURVE	
PVI	POINT OF VERTICAL INTERSECTION	
PVT	POINT OF VERTICAL TANGENT	
R	RADIUS	
SC	SPIRAL TO CURVE	
SSD	STOPPING SIGHT DISTANCE	
ST	SPIRAL TO TANGENT	
STA	STATION	Ι
T	TANGENT LENGTH	
TGL	THEORETICAL GRADE LINE	
TS	TANGENT TO SPIRAL	
VC	VERTICAL CURVE	F
	TOPOGRAPHY (DRAINAGE)	
ABBR.	DESCRIPTION	┪
BB	BOTTOM OF BANK (STREAM)	1
BC	BOTTOM OF CURB	
В0	BOTTOM OF OPENING	
CAP	CORRUGATED ALUMINUM PIPE	
СВ	CATCH BASIN	T
CD		
CIP	CAST IRON PIPE	
	CAST IRON PIPE CENTERLINE OF STREAM	
CIP		+
CIP C STRM	CENTERLINE OF STREAM	
CIP © STRM CMP	CENTERLINE OF STREAM CORRUGATED METAL PIPE	
CIP © STRM CMP CP	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE	
CIP © STRM CMP CP CSP	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER	
CIP © STRM CMP CP CSP CULV	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT	
CIP © STRM CMP CP CSP CULV DIA	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER	
CIP © STRM CMP CP CSP CULV DIA DMH	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE	
CIP © STRM CMP CP CSP CUL V DIA DMH DS	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE	
CIP © STRM CMP CP CSP CUL V DIA DMH DS D'XING	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE DITCH CROSSING	
CIP © STRM CMP CP CSP CUL V DIA DMH DS D'XING EHW	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE DITCH CROSSING EXTREME HIGH WATER	
CIP © STRM CMP CP CSP CUL V DIA DMH DS D'XING EHW EL	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE DITCH CROSSING EXTREME HIGH WATER ELEVATION	
CIP © STRM CMP CP CSP CUL V DIA DMH DS D'XING EHW EL ELEV	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE DITCH CROSSING EXTREME HIGH WATER ELEVATION	
CIP © STRM CMP CP CSP CULV DIA DMH DS D'XING EHW EL ELEV ES HW	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE DITCH CROSSING EXTREME HIGH WATER ELEVATION ELEVATION EXTREME LOW WATER	
CIP © STRM CMP CP CSP CULV DIA DMH DS D'XING EHW EL ELEV ELEV ES	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE DITCH CROSSING EXTREME HIGH WATER ELEVATION ELEVATION EXTREME LOW WATER END SECTION	
CIP © STRM CMP CP CSP CULV DIA DMH DS D'XING EHW EL ELEV ES HW	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE DITCH CROSSING EXTREME HIGH WATER ELEVATION ELEVATION EXTREME LOW WATER END SECTION HEADWALL	
CIP © STRM CMP CP CSP CULV DIA DMH DS D'XING EHW EL ELEV ELW ES HW INV	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE DITCH CROSSING EXTREME HIGH WATER ELEVATION ELEVATION EXTREME LOW WATER END SECTION HEADWALL INVERT	
CIP © STRM CMP CP CSP CULV DIA DMH DS D'XING EHW EL ELEV ELW ES HW INV	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE DITCH CROSSING EXTREME HIGH WATER ELEVATION ELEVATION EXTREME LOW WATER END SECTION HEADWALL INVERT MANHOLE	
CIP © STRM CMP CP CSP CULV DIA DMH DS D'XING EHW EL ELEV ELW INV MH MHW	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE DITCH CROSSING EXTREME HIGH WATER ELEVATION ELEVATION ELEVATION EXTREME LOW WATER END SECTION HEADWALL INVERT MANHOLE MEAN HIGH WATER	
CIP © STRM CMP CP CSP CULV DIA DMH DS D'XING EHW EL ELEV ELW ES HW INV MH MHW OHW	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE DITCH CROSSING EXTREME HIGH WATER ELEVATION ELEVATION EXTREME LOW WATER END SECTION HEADWALL INVERT MANHOLE MEAN HIGH WATER ORDINARY HIGH WATER	
CIP © STRM CMP CP CSP CULV DIA DS D'XING EHW EL ELEV ELW ES HW INV MH MHW OHW OLW	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE DITCH CROSSING EXTREME HIGH WATER ELEVATION ELEVATION EXTREME LOW WATER END SECTION HEADWALL INVERT MANHOLE MEAN HIGH WATER ORDINARY HIGH WATER ORDINARY LOW WATER	
CIP © STRM CMP CP CSP CUL V DIA DMH DS D'XING EHW EL ELEV ELW ES HW INV MH MHW OHW OLW RCP	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE DITCH CROSSING EXTREME HIGH WATER ELEVATION ELEVATION EXTREME LOW WATER END SECTION HEADWALL INVERT MANHOLE MEAN HIGH WATER ORDINARY HIGH WATER ORDINARY LOW WATER REINFORCED CONCRETE PIPE	
CIP © STRM CMP CP CSP CULV DIA DMH DS D'XING EHW EL ELEV ELW ES HW INV MHW OHW OLW RCP SICPP	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE EXTREME HIGH WATER ELEVATION ELEVATION EXTREME LOW WATER END SECTION HEADWALL INVERT MANHOLE MEAN HIGH WATER ORDINARY HIGH WATER ORDINARY LOW WATER REINFORCED CONCRETE PIPE SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE	
CIP STRM CMP CP CSP CULV DIA DMH DS D'XING EHW ELEV ELW ES HW INV MH MHW OHW OLW RCP SICPP	CENTERLINE OF STREAM CORRUGATED METAL PIPE CONCRETE PIPE CORRUGATED STEEL PIPE CULVERT DIAMETER DRAINAGE MANHOLE DRAINAGE STRUCTURE PIPE DITCH CROSSING EXTREME HIGH WATER ELEVATION ELEVATION EXTREME LOW WATER END SECTION HEADWALL INVERT MANHOLE MEAN HIGH WATER ORDINARY HIGH WATER ORDINARY LOW WATER REINFORCED CONCRETE PIPE SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE TOP OF BANK (STREAM)	

ALIGNMENT

1				I	
ABBR.	DESCRIPTION	ABBR.	DESCRIPTION	ABBR.	DESCRIPTION
AH	AHEAD	ABUT	ABUTMENT	E	ELECTRIC
AZ	AZIMUTH	AOBE	AS ORDERED BY ENGINEER	EMH	ELECTRIC MANHOLE
ВК	BACK	ASPH	ASPHALT	G	GAS
₽.	BASELINE	BDY	BOUNDARY	GP	GUY POLE
BRG	BEARING	BLDG	BUILDING	GSB	GAS SERVICE BOX (HOUSE LINE)
Ç	CENTERLINE	ВМ	BENCH MARK	GV	GAS VALVE (MAIN LINE)
CS	CURVE TO SPIRAL	cc	CENTER TO CENTER	HYD	HYDRANT
е	SUPERELEVATION RATE (CROSS SLOPE)	CONC	CONCRETE	LP	LIGHT POLE
EQ	EQUALITY	CONST	CONSTRUCTION	LPG	LOW PRESSURE GAS
EXT	EXTERNAL	CR	COUNTY ROAD	PP	POWER POLE
HCL	HORIZONTAL CONTROL LINE	D	DEED DISTANCE	SA	SANITARY SEWER
HSD	HEADLIGHT SIGHT DISTANCE	DM	DIRECT MEASUREMENT	SMH	SANITARY MANHOLE
L	LENGTH OF CIRCULAR CURVE	DWY	DRIVEWAY	ST	STORM SEWER
LS	LENGTH OF SPIRAL	EP	EDGE OF PAVEMENT	T	TELEPHONE
LVC	LENGTH OF VERTICAL CURVE	ES	EDGE OF SHOULDER	TCB	TRAFFIC CONTROL BOX
E	CENTER CORRECTION OF VERTICAL CURVE	FEE	FEE ACQUISITION	TELBOX	TELEPHONE BOX
₩ <u></u>	MAIN LINE	FEE WO/A	FEE ACQUISITION WITHOUT ACCESS	TEL P	TELEPHONE POLE
PC	POINT OF CURVATURE	FP	FENCE POST	TMH	TELEPHONE MANHOLE
PI	POINT OF INTERSECTION	FD	FOUNDATION	сту	CABLE TELEVISION
POL	POINT ON LINE	FL	FENCE LINE	w	WATER
PSD	PASSING SIGHT DISTANCE	GAR	GARAGE	WSB	WATER SERVICE BOX (HOUSE LINE)
PT	POINT OF TANGENT	GR	GRAVEL	wv	WATER VALVE (MAIN LINE)
PVC	POINT OF VERTICAL CURVE	но	HOUSE		CURCURE LOS EVOLORATION
PVI	POINT OF VERTICAL INTERSECTION	HWY	HIGHWAY		SUBSURFACE EXPLORATION
PVT	POINT OF VERTICAL TANGENT	IP	IRON PIN OR IRON PIPE	ABBR.	DESCRIPTION
R	RADIUS	МВ	MAILBOX		
SC	SPIRAL TO CURVE	MON	MONUMENT	T REF	PLACE ABBREVIATION "AB" WITH:
SSD	STOPPING SIGHT DISTANCE	N&W	NAIL AND WASHER	AH	HAND AUGER
ST	SPIRAL TO TANGENT	OG	ORIGINAL GROUND	CP	CONE PENTROMETER
STA	STATION	0/H	OVERHEAD	DA	21/4 INCHES CASED DRILL HOLE
T	TANGENT LENGTH	P	PARCEL	DM	DRILLING MUD
TGL	THEORETICAL GRADE LINE	PAV'T	PAVEMENT	DN	4 INCHES CASED DRILL HOLE
TS	TANGENT TO SPIRAL	PE	PERMANENT EASEMENT	FH	HOLLOW FLIGHT AUGER
VC	VERTICAL CURVE	PED POLE	PEDESTRIAN POLE	PA	POWER AUGER
	TOPOGRAPHY (DRAINAGE)	P	PROPERTY LINE	PH	PROBE
		POR	PORCH	PT	PERCOLATION TEST HOLE
ABBR.	DESCRIPTION	RR	RAILROAD	RP	1 INCH SAMPLER (RETRACTABLE PLUG)
BB	BOTTOM OF BANK (STREAM)	RTE	ROUTE		TO BE DEFINED AT THE TIME OF EXPLORATION
BC	BOTTOM OF CURB	ROW	RIGHT OF WAY	SP	SEISMIC POINT
BO	BOTTOM OF OPENING	RW	RETAINING WALL	TP	
CAP	CORRUGATED ALUMINUM PIPE	SH	STATE HIGHWAY	ABBREV:	IATION "C" IN CATEGORIES:
СВ	CATCH BASIN	SHLDR	SHOULDER	DA, DM,	DN, AND FH WITH:
CIP	CAST IRON PIPE	SPK	SPIKE	В	BRIDGE
€ STRM	CENTERLINE OF STREAM	ST	STREET	С	CUT
CMP	CORRUGATED METAL PIPE	STK	STAKE	D	DAM
CP	CONCRETE PIPE	STY	STORY	F	FILL
CSP	CORRUGATED STEEL PIPE	SW	SIDEWALK	K	CULVERT
CULV	CULVERT	TE	TEMPORARY EASEMENT	W	WALL
DIA	DIAMETER	T0	TEMPORARY OCCUPANCY	X	TO BE USED IF ONE OF THE ABOVE CANNOT BE DEFINED AT THE TIME THE EXPLORATION
DMH	DRAINAGE MANHOLE	U/G	UNDERGROUND		BE DEFINED AT THE TIME THE EXPLORATION
DS	DRAINAGE STRUCTURE PIPE	ww	WING WALL		IS MADE
D'XING	DITCH CROSSING				•
EHW	EXTREME HIGH WATER		CTAL	IDADD ITT	EM DAVMENT LINIT. FOLITIVALENT
FI	FLEVATION		SIAN	IDARD ITI	EM PAYMENT UNIT: EQUIVALENT

TOPOGRAPHY (MISCELLANEOUS)

STANDARD SYMBOL (PLANS)	ITEM PAYMENT UNIT: ESTIMATE OF QUANTITIES SHEET	EQUIVALENT NOMENCLATURE: (SPECS/PROPOSAL)
II .	-	INCHES
,	LF	LINEAR FEET
mi	MI	MILES
f†²	SF	SQUARE FEET
YD ²	SY	SQUARE YARD
AC	AC	ACRES
YD ³	CY	CUBIC YARD
GAL	GAL	GALLON
lb	LB	POUND
TON	TON	TON

UTILITIES

	INDEX	TOTAL NUMBER OF SH	HEETS 61
SHEET NUMBER	DESCRIPTION		DRAWING NUMBER
1	TITLE SHEET		COV-1
2	INDEX AND ABBREVIATIONS		IND-1
3-4	3-4 LEGEND, LINE AND POINT SYMBOLOGY		LEG-1 TO LEG-2
5	5 TYPICAL SECTIONS		TYP-1
6	GENERAL NOTES		GNN-1
7-8	WORK ZONE TRAFFIC CONTROL PLANS		WZTC-1 TO WZTC-2
9	HORIZONTAL CONTROL TABLE		HCT-1
10-11	10-11 MISCELLANEOUS TABLES AND DETAILS		MTD-1 TO MTD-2
12-57	12-57 GENERAL PLANS		GNP-1 TO GNP-44
58-60	SIGN DATA SHEETS		SGT-1 TO SGT-3
61	ESTIMATE OF QUANTITIES		E0Q-1

LIST OF STANDARD SHEETS:

203-01, 203-03, 402-01, 606-01, 606-04, 608-03, 619-01, 619-02, 619-04, 619-10, 619-11, 619-12, 619-20, 619-21, 619-30, 619-60, 619-61, 624-01, 625-01, 645-01, 645-02, 645-03, 645-09, 645-11, 645-12, 685-01

CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION	PIN: 1760.50	BRIDGES	CULVERTS	ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED	CONTRACT NUMBER
TOWN OF TICONDEROGA	UTIL QLVL = D				D035459
				INDEX AND ABBREVIATIONS	DRAWING NO. IND-1
COUNTY: ESSEX REGION: 1					SHEET NO. 2
				GPI GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS	ESSEX COUNTY

ALIGNMENT LANDSCAPE ROADWAY TRAFFIC WORK ZONE NAME STYLE NAME STYLE NAME BARRIER, TEMPORARY STYLE DESCRIPTION DESCRIPTION DESCRIPTION BARRIER, TEMPORARY, W/ WARNING CONTROL (CENTERLINE) LABL AREA, BRUSH LINE · CZ RCZ_P CLEAR ZONE TW7BTWI TWZCD_P CHANNELIZING DEVICE AD_P LAHR AREA, HEDGE ROW -0-GUIDE RAIL, MISCELLANEOUS **DETOUR** PAVEMENT MARKING REMOVAL OR TWZPMRC_P AREA, PLANTING BED AT P TRANSITION CONTROL I APR ___ _ RGB GUIDE RAIL. BOX BEAM COVERING **BRIDGE** UTILITIES LAWA AREA, WOODED AREA OUTLINE RGBM GUIDE RAIL, BOX BEAM, MEDIAN -___ - \cap LAWE AREA, WATERS EDGE RGC GUIDE RAIL, CABLE STYLE NAME DESCRIPTION RAIL _____ UC CONDUIT, UNDERGROUND **BSHT** SHEET PILING LCUT_P CUT LIMIT RGCB GUIDE RAIL, CONCRETE BARRIER UCH CONDUIT, HANGING RGP_F CONTROL LFILL_F FILL LIMIT 0 GUIDE POST 0 UC0 CONDUIT, OVERHEAD OC. GUIDE RAIL, W BEAM **-**⊠-RGW BASELINE LFNC FENCE UE ELECTRIC LINE, UNDERGROUND *********** LTRC TREE ROW, CONIFEROUS RGWM GUIDE RAIL, W BEAM, MEDIAN CBPR BASELINE, PROJECTION M ELECTRIC LINE, HANGING UEH LTRD TREE ROW, DECIDUOUS PARKING BUMPER DRAINAGE OF UE0 ELECTRIC LINE, OVERHEAD RRC RAIL ROAD, CATENARY LWH WALL, H PILE CULVERT PIPE DCP UFTO ELECTRIC TRANSMISSION, OVERHEAD -[3*R*]-RRER RAIL ROAD, 3RD RAIL WALL, RETAINING -ST-> DCP_I CULVERT PIPE (DIR) \times UESS ELECTRIC. SUBSTATIONS LWS WALL, STONE RRPLS_P RAIL, PHOTO, LARGE SCALE FΩ FIBER OPTIC, UNDERGROUND DDG_P DITCH, GRASS LINED **ROW MAPPING** – IFO[-FIBER OPTIC, HANGING RRPSS RAIL, PHOTO, SMALL SCALE DDP_F DITCH, PAVED INVERT DEED LINE UF00 FIBER OPTIC, OVERHEAD - OF O RRS RUMBLE STRIP PΕ EASEMENT, EXISTING HG GAS, UNDERGROUND DDS_P DITCH, STONE LINED RRSLS_P RAIL, SURVEY, LARGE SCALE MFP P FASEMENT, PERMANENT]G[GAS, HANGING DFL_F FLOW LINE RRSSS EASEMENT, PERMANENT, APPROX. RAIL, SURVEY, SMALL SCALE APF UGO GAS, OVERHEAD OGDSSD SLOTTED DRAIN MFT P EASEMENT, TEMPORARY SIGNS ΤE IC. UIC INFORM CABLE, UNDERGROUND DUD_P UNDERDRAIN -00-> - ATE -META_P EASEMENT. TEMPORARY, APPROX. SBLB **BILLBOARDS** -]*IC*[INFORM CABLE, HANGING **ENVIRONMENTAL** MULTIPLE POST FEE ACQUISITION. W/ ACCESS FEE UО OIL LINE, UNDERGROUND S **EBLHS** BALE, STRAW SS0 STRUCTURE, OVERHEAD AFEE MFA_P FEE ACQUISITION, APPROXIMATE **⊕========** UOH OIL LINE, HANGING CURTAIN, TURBIDITY MFS_P FEE ACQUISITION, SHAPE SSOC STRUCTURE, OVHD, CANTILEVER POLE, BRACE, PUSH BRACE 000000 EDMC DAM, COFFER MEWOA FEE ACQUISITION, W/O ACCESS **STRIPING** -FEE W/OA LIPGW POLE, GUY WIRE EDMEC_P DAM, EARTHEN CHECK MHA HISTORICAL, ACQUISITION STB* BROKEN LINE USA SANITARY SEWER, UNDERGROUND - SA MHB STDB* DOUBLE BROKEN LINE HIGHWAY BOUNDARY HR - ISA[-SANITARY SEWER. HANGING USAH EDMGSC_P DAM, GRAVEL BAG/SAND BAG CHECK MHBA HIGHWAY BOUNDARY, APPROX. - AHR -STDL* DOTTED LINE LONG - SAF-USAF SANITARY SEWER, FORCE MAIN, UGND EDMPC_P DAM, PREFABRICATED CHECK MHBW HWY BOUNDARY, FACE OF WALL STDS. DOTTED LINE SHORT -15*AF*[· SANITARY SEWER, FORCE MAIN, HANG FULL BARRIER LINE MHBWOA HIGHWAY BOUNDARY, W/O ACCESS STFB* HR W/OA UТ TELEPHONE. UNDERGROUND EDMSC_P DAM, STONE CHECK MJC JURISDICTION, CITY STH* HATCH LINE]7[UTH TELEPHONE, HANGING MJCY JURISDICTION, COUNTY PARTIAL BARRIER LINE UT0 TELEPHONE, OVERHEAD **EFNSV** FENCE, SILT & VEGETATION MJHD JURISDICTION, HISTORIC DISTRICT STRCT ROUNDABOUT, CAT TRACKS IITV CABLE TV, UNDERGROUND - CTV FENCE, VEGETATION ********** MJLL JURIS., (GREAT, MILITARY) LOT LINE STRYL ROUNDABOUT, YIELD LINE -]CTV[-UTVH CABLE TV, HANGING AA EWAA_F WETLAND, ADJACENT AREA MJN JURISDICTION, NATION STSB STOP BAR UTV0 CABLE TV, OVERHEAD -OCTV-WETLAND, FEDERAL MJPB JURISDICTION, PUBLIC LANDS STSE* SOLID, EDGE 11/1 UNKNOWN, UNDERGROUND **FWFS** WETLAND, FEDERAL AND STATE MJS JURISDICTION, STATE - 100[-STXL UNKNOWN. HANGING X WALK, LADDER LINE EWM WETLAND, MITIGATION AREA JURISDICTION, TOWN UU0 UNKNOWN, OVERHEAD OUL SW EWS WETLAND, STATE STXLB X WALK, LADDER BAR LINE M.IV JURISDICTION, VILLAGE UW WATER LINE, UNDERGROUND * = W (WHITE) OR Y (YELLOW) MPL PROPERTY LOT LINE WATER LINE, HANGING TRAFFIC CONTROL MPLA PROPERTY LOT LINE, APPROXIMATE 1. THE LEGEND ILLUSTRATES MAPPING FEATURES (EXISTING AND PROPOSED). UWO WATER LINE, OVERHEAD OW 0 TCSW SIGNAL, SPAN WIRE MSL SUB LOT LINE 2. FEATURES ARE SHOWN AS EITHER LINEAR (ROADWAY GUIDERAIL, ROADWAY SIDEWALK, UTILITY LINES, ETC.) OR POINT (SIGN, UTILITY POLE, ETC.). 3. FEATURES SHOWN ON THE LEGEND AS EXISTING FEATURES ALSO HAVE CORRESPONDING PROPOSED FEATURES. 4. PROPOSED FEATURE SYMBOLOGY IS IDENTICAL TO EXISTING FEATURE SYMBOLOGY EXCLUDING LINE WEIGHT, LINE WEIGHT FOR PROPOSED FEATURES IS THICKER (0.015 PIN: 1760.50 BRIDGES **CULVERTS** CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION . MAPPING FEATURES NOT INCLUDED ON THE LEGEND SHEET DO NOT HAVE A UNIQUE SYMBOLOGY (SUCH AS THE PAVEMENT EDGE, PAVEMENT EDGE OF TRAVEL WAY) AND ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED CONTRACT NUMBER D035459 TOWN OF TICONDEROGA UTIL QLVL = D SHOULD BE LABELED ON THE PLANS.

COUNTY: ESSEX

REGION:

LEGEND, LINE & POINT SYMBOLOGY

GREENMAN-PEDERSEN, INC.

CONSULTING ENGINEERS

DRAWING NO. LEG-1

ESSEX COUNTY

SHEET NO. 3

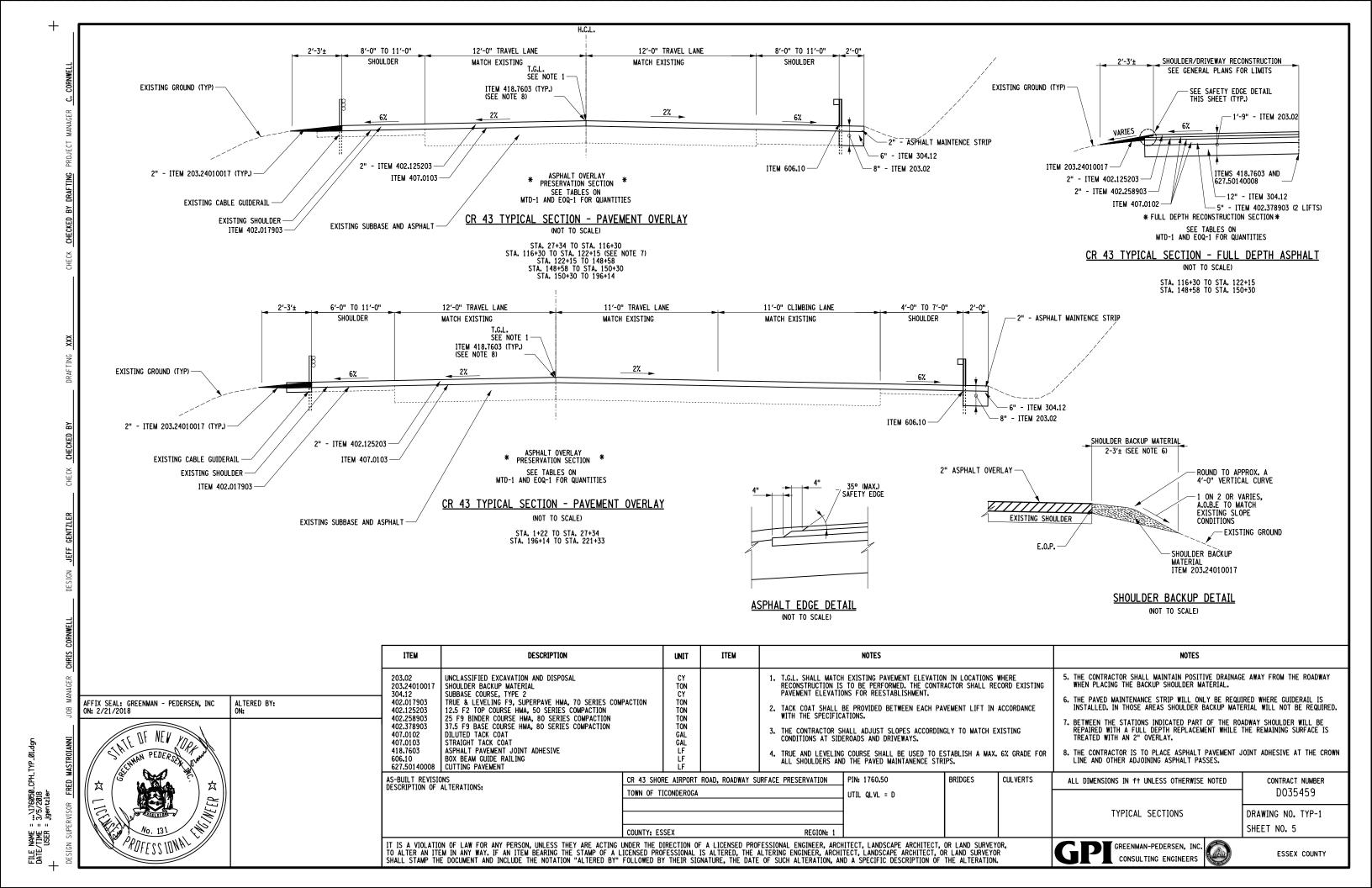
TILE NAME = ...\I76050.CPH.LEG-1.dgn DATE/TIME = 3/5/2018 USER = Jgentzler

6. FEATURES SHOWN AT THE HEAVIER WEIGHT ARE PROPOSED ONLY AND DO NOT HAVE

CORRESPONDING EXISTING FEATURES.

ROW MAPPING **ALIGNMENT** DRAINAGE ITS SIGNS UTILITIES CELL DESCRIPTION CELL DESCRIPTION **CELL** CELL CELL DESCRIPTION NAME NAME DESCRIPTION CELL NAME DESCRIPTION NAME DESCRIPTION NAME NAME \oplus CENTER OF CURVATURE ₩ IANT_P 0 MDL1P DEED LINE, TYPE 1 -ф- \mathbb{E} UEB ELECTRIC, BOX +DINV INVERT **ANTENNAS** SINGLE POST ACOGO 2 S_P SINGLE POST, PROPOSED ELECTRIC, METER IASCTS ACCOU, SPEED/COUNT SNSR.S MDL2P DEED LINE. TYPE 2 UEM DS STRUCTURE, RECTANGULAR (<u>©</u>) ACS CURVE TO SPIRAL P (3) SB F BACK TO BACK, PROPOSED Œ) UEMH ELECTRIC. MANHOLE TCARPAD CABINET & PAD MDI 3F DEED LINE. TYPE 3 DSI STRUCTURE, INVERT DETOUR, POINT OF INTERSECT 4 Δ \oplus ADPT P ICCTV CCTV SITE MDL 4P DEED LINE, TYPE 4 UEPT ELECTRIC, POLE, TRANS. DSM STRUCTURE, MANHOLE)CDPD(0 ADPL_P DETOUR, POINT ON LINE ICDPD **⊕** \bigoplus UGM GAS, METER CDPD TRANSCEIVER MDL5P DEED LINE, TYPE 5 SPM PARKING METER STRUCTURE, MANHOLE, DSMTXX_F TYPE "XX" **AEQN EQUATION** 0 **ICELL** CELL PHONE TOWER MEEP EASEMENT, EXISTING RFMSRM REFERENCE MARKERS UGMH GAS. MANHOLE "XX" = 48, 60, 72, 96 (A) **AEQNAHD** EQUATION AHEAD SRSC3 SHLD, CTY, 123 DIG **-⟨Ĝ>**-GAS, LINE MARKER **ICJB** CONDUIT JACK OR BORING (A) EASEMENT, PERM., APPROX. DSR STRUCTURE, ROUND (B) **AEQNBK EQUATION BACK** 0 SRSC4 SHLD, CTY, 4 DIG. FP UGP GAS/FUEL PUMP \boxtimes TONTI CAR MEPP F CONTROLLER CABINET EASEMENT, PERM., BACK LINE STRUCTURE, RECT., WITH CURB TYPE "X"
"X" = F, G, N, O, P, R \odot **AEVT EVENT STATION** \bigcirc 0 Ω **ICPB** COMMUNICATION PULL BOX MEPSP_ EASEMENT, PERM., SHAPE SRSCT2 SHLD, CTY TOUR, 1-2 DIG. ₩ UGV GAS, VALVE APC POINT OF CURVATURE $-\otimes$ ICTD CONDUIT TURNING DOWN ♦ MFAP F FEE ACQUISITION, APPROX. SRSCT4 SHLD, CTY TOUR, 3-4 DIG. (XIO) STRUCTURE, RECT., TYPE "X" POINT OF COMPOUND CURVATURE "X" = I, K, L, M, O, P, U APCC ULP \odot —⊙ ICTU CONDUIT TURNING UP **۞** MFP_P FEE ACQUISITION, BACK LINE SRSI SHLD. INTERSTATE LIGHTING. POLE \Box API POINT OF INTERSECTION)Ó(ICVTR1 COMM. VEH. ROAD TRANSCEIVER **\Phi** MFSP_ FEE ACQUISITION, SHAPE SRSN2 SHLD, NATIONAL, 2 DIG. **ULPM** LIGHTING, POLE, MEDIAN **ENVIRONMENTAL APOB** POINT OF BEGINNING IDEF AUL 1 SHLD, NATIONAL, 3 DIG. ULPP LIGHTING, POLE, PED. MHRA HIGHWAY BNDRY., APPROX CULV EI0P_P STR., INLET, OUTLET PROT. \odot **APOC** POINT OF CURVATURE ΕZ • \Box UMFC MISC. FILLER CAP SRSS2 SHLD, STATE, 2 DIG **IEZR** E-ZPASS READER MHBCP HISTORICAL, BLDG. CORNERS AP0E POINT OF END Δ **IEZTR** TRANSMITTAL READER MHBF HIGHWAY BNDRY, PT SRSS3 SHLD, STATE, 3 DIG **-**∅>-**UOL M** OIL, LINE MARKER (B) EIPGB_P STR., INLET PROT., GRAVEL BAG APOL POINT ON LINE \odot **IFOXCAB** 0 SRSS4 SHLD, STATE, 4 DIG. POLE, WITH UTILITY FIBER OPTIC X-CONNECT CABINET MJCF PT., JURIS, CITY H/S EIPHS_P STR., INLET PROT., HAY/STRAW \odot APOS POINT ON SPIRAL **(** MPBC PT., BUILDING CORNER \odot LIPD POLE, DEAD (NO UTILITY) IFUSSPL FUSION SPLICE TRAFFIC CONTROL 0 AP01 POINT ON TANGENT THARADY HAR ADVISORY SIGN MPCC PT., CROSS CUI UPL POLE, WITH LIGHT EIPP_P STR., INLET PROT., PREFAB. (PRFB) **TCBJ** BOX. JUNCTION POINT ON VERTICAL CURVE 一位 **APOVO** IHARS1 HAR SITE MPDH PT., DRILL HOLE (S) USME SANITARY SEWER MANHOLE BOX. PULL BOX (SF) EIPSF_F STR., INLET PROT., SILT FENCE \boxtimes POINT ON VERTICAL TANGENT APOVT * P Δ ILC LOAD CENTER MPF PT., FENCE LOCATION HTR TELEPHONE, BOOTH **TCBS** BOX, SPLICE **APORC** POINT ON REVERSE CURVE 0 UTLM TELEPHONE, LINE MARKER IMECSPI MECHANICAL SPLICE MPIF PT., IRON PIPE **ERCB** RISER, CONCRETE BOX TCMC MICROCOMPUTER CABINET 0 APT POINT OF TANGENCY PM] \odot \overline{T} HTMH TELEPHONE, MANHOLE TMSCS PORT, SPEED & COUNT SENSOR MPTR PT. IRON ROD \triangle ETRS_F TRAP, SEDIMENT TCPP PED POLE POINT OF VERTICAL CURVATURE **(** APVC | M | **IMSCTS** MICRO SPEED & COUNT SENSOR MPM PT., MONUMENT **-**♦> UTVLM CABLE TV, LINE MARKER WFTLAND FLAG TCSH SIGNAL HEADS APVCC POINT OF VERT. CMPND CURVE \blacksquare CABLE TV, PULL BOX (M): IMT MICROWAVE TRANSCEIVER мРММ PT., MONUMENT, MISC. UTVPB \odot TCSP SIGNAL POLE GEOTECHNICAL APVI POINT OF VERT. INTERSECTION VMS Ø PT., NATI \Box TOVHVMS PERM, OVERHEAD VMS MPN UUB UNKNOWN, BOX TRAFFIC WORK ZONE • GDH DRILL HOLE APVRC POINT OF VERT. REVERSE CURVE Δ PA) PORT. ACCOU. SPD & CNT. SENSOR * MPRS PT., RAILROAD SPIKE \boxtimes UNKNOWN, JUNCTION BOX **IPASCS** UUJB APV1 POINT OF VERTICAL TANGENCY PEDESTRIAN SIGNAL HEAD 斑 PT. SPIKE **IPEDS** MPSE UNKNOWN, MANHOLE UUMH LANDSCAPE ASC SPIRAL TO CURVE \Diamond **IPSS** PAVEMENT SURFACE SENSOR MPS1 PT., STAKE TW7APC P ARROW PANEL, CAUTION MODE UUPE UNKNOWN, PULL BOX LELS ELEVATION. SPOT SPIRAL POINT OF INTERSECTION **ASPI** PVMS ••• ARROW PANEL, TRAILER OR SUPPOR **IPVMS** (×) PT., TREE W/ WIRE TWZAPT_P UUVL UNKNOWN, VALVE LFP FLAG POLE SPIRAL TO SPIRAL ASTS IRM + BARRICADE (TYPE III) PT., WALL LOCATION ∞ RAMP METER UUVT UNKNOWN, VENT MAILBOX \otimes AST SPIRAL TO TANGENT ∕\ RWI **IRWIS** RDWY WEATHER INFO. SENSOR TWZCMS_F CHANGEABLE MESSAGE SIGN (PVMS) 0 UUW UNKNOWN, WELI ROW ACQUISITION PAPER BOX LPB \otimes ATS TANGENT TO SPIRAL × ISF TWZFLG_F \odot WATER, FIRE HYDRANT -HWF 0 **LPST** POST, SINGLE MFS_P_T FFF ACQUISITION AVEVI VERTICAL EVENT POINT ISST SPREAD SPECT. TRANSCEIVER TWZFT_P FLAG TREE Δ W UWM WATER, METER (II) LRB ROCK, BOULDER IMPACT ATTENUATOR AVHTGH VERTICAL HIGH POINT ITDB TELEPHONE DEMARCATION BLK TWZIA_P UWMH WATER, MANHOLE MEPS_P_T CRASH CUSHION (TEMPORARY) EASEMENT, PERMANENT LSHC SHRUB, CONIFEROUS \odot AVLOW VERTICAL LOW POINT ITF SUBSURFACE TEMP. PROBE LUMINAIRE (TEMPORARY) UWV WATER, VALVE () LSHD SHRUB, DECIDUOUS METS_P_T EASEMENT, TEMPORARY ➾ **W** HWW IVTRI TW7SDT P SYMBOL. DIRECTION OF TRAFFIC WATER. WELL VEHICLE TO RDWY TRANSCEIVER BRIDGE 滤 LTC TREE, CONIFEROUS YMBOL, DIRECTION OF TEMPORARY IWIMD TWZSDTD_F W/M WEIGHT IN MOTION DETECTOR METS_P. OCCUPANCY, TEMPORARY BSC BRIDGE, SCUPPER LTD TREE, DECIDUOUS)WVR TWZSGN_P SIGN (TEMPORARY TWVR WIRELESS VIDEO REPEATER \bigcirc LTS TREE, STUMP CONTROL FEE ACQUISITION W/O ACCESS SIGNAL, TRAFFIC OR PEDESTRIAN TWZSIG_P (V)**TWVRC** WIRELESS VIDEO RECEIVER (TEMPORARY) Ø TREE, WELL OR WALL CBP WIRELESS VIDEO TRANSMITTER മ WARNING LIGHT Δ BASELINE, POINT IWVT TWZWL_P ROADWAY UNKNOWN POINT \odot CBPOL BASELINE, POINT ON LINE ĐΞ WORK VEHICLE \bigcirc RES_P ELEVATION, SPOT WORK VEHICLE WITH TRUCK 1. THE LEGEND ILLUSTRATES MAPPING FEATURES (EXISTING AND PROPOSED). CBSP BASELINE, SPUR POINT TWZWVA_P MOUNTED ATTENUATOR \boxtimes RGA GUIDE RAIL, ANCHOR 2. FEATURES ARE SHOWN AS EITHER LINEAR (ROADWAY GUIDERAIL, ROADWAY SIDEWALK, UTILITY LINES, ETC.) OR POINT (SIGN, UTILITY POLE, ETC.). CBTP BASELINE, TIE POINT \bigcirc GUIDE POST, SINGLE ⊡ CPBM 3. FEATURES SHOWN ON THE LEGEND AS EXISTING FEATURES ALSO HAVE CORRESPONDING PROPOSED FEATURES. CPH POINT, HORIZ, PHOTOGRAMMETRY BRIDGES **CULVERTS** CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION PIN: 1760.50 ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED CONTRACT NUMBER . PROPOSED FEATURE SYMBOLOGY IS IDENTICAL TO EXISTING FEATURE SYMBOLOGY EXCLUDING LINE WEIGHT, LINE WEIGHT FOR PROPOSED FEATURES IS THICKER (0.015 IN ON B SIZE DRAWINGS). D035459 **(** CPSM POINT, SURVEY MARKER, PERM UTIL QLVL = D CPSV POINT, VERT., PHOTOGRAMMETRY LEGEND, LINE & POINT SYMBOLOGY DRAWING NO. LEG-2 MAPPING FEATURES NOT INCLUDED ON THE LEGEND SHEET DO NOT HAVE A UNIQUE SYMBOLOGY (SUCH AS THE PAVEMENT EDGE, PAVEMENT EDGE OF SHEET NO. 4 COUNTY: ESSEX REGION: WAY) AND SHOULD BE LABELED ON THE PLANS. GREENMAN-PEDERSEN, INC. 6. FEATURES SHOWN AT THE HEAVIER WEIGHT ARE PROPOSED ONLY AND DO NOT HAVE CORRESPONDING EXISTING FEATURES. ESSEX COUNTY CONSULTING ENGINEERS

ILE NAME = ...\176050.CPH.LEG-2.dgn ATE/TIME = 3/5/2018 USER = Jgentzler



JPERVISOR FRED MASTROIANNI

GENERAL NOTES

- MATERIAL AND CONSTRUCTION SPECIFICATIONS: "STANDARD SPECIFICATIONS, CONSTRUCTION AND MATERIALS". NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) OFFICE OF ENGINEERING, DATED JANUARY 1, 2018 WITH CURRENT ADDITIONS AND MODIFICATIONS, SHALL BE IN EFFECT FOR THIS PROJECT.
- CURRENT NATIONAL "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) WITH NEW YORK STATE SUPPLEMENT SHALL BE IN EFFECT FOR THIS PROJECT.
- ADDITIONAL NOTES MAY BE FOUND ON SUBSEQUENT DRAWINGS. SUCH NOTES, WHILE PERTAINING TO THE SPECIFIC DRAWING THEY ARE PLACED ON, ALSO SUPPLEMENT THE GENERAL NOTES LISTED HEREIN. 19.
- 4. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE FACT THAT DUE TO THE NATURE OF RECONSTRUCTION PROJECTS, THE EXACT EXTENT OF THE WORK CANNOT ALWAYS BE ACCURATELY DETERMINED PRIOR TO THE COMMENCEMENT. THESE CONTRACT DOCUMENTS HAVE BEEN PREPARED BASED ON FIELD INSPECTION AND OTHER INFORMATION AVAILABLE AT THE TIME. ACTUAL FIELD CONDITIONS MAY REQUIRE MODIFICATIONS TO CONSTRUCTION DETAILS AND WORK QUANTITIES. THE CONTRACTOR SHALL PERFORM THE WORK IN ACCORDANCE WITH THE CONDITIONS AND A.O.B.E.
- 5. THE CONTRACTOR SHALL EXAMINE AND VERIFY IN THE FIELD ALL EXISTING CONDITIONS AND DIMENSIONS WITH THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL USE THE FIELD CONDITIONS AND DIMENSIONS, AND MAKE THE APPROPRIATE CHANGES TO THOSE SHOWN ON THE PLANS AS APPROVED BY THE ENGINEER. THE RESULTS OF THIS CHECK OF CONDITIONS AND DIMENSIONS SHALL BE SO NOTED ON THE DRAWINGS SUBMITTED FOR APPROVAL.
- THERE SHALL BE NO CLAIM AGAINST THE COUNTY OR STATE BY THE CONTRACTOR FOR WORK
 PERTAINING TO MODIFICATIONS AS MAY BE REQUIRED DUE TO ANY DIFFERENCE BETWEEN ACTUAL FIELD 23.
 CONDITIONS AND THOSE SHOWN BY THE DETAILS AND DIMENSIONS ON THE CONTRACT PLANS. THE
 CONTRACTOR WILL BE PAID AT THE UNIT BID PRICE FOR THE ACTUAL QUANTITIES OF MATERIALS USED
 OR FOR THE WORK PERFORMED, AS INDICATED BY THE VARIOUS ITEMS IN THE CONTRACT AND PER
 SECTION 104-04 OF THE STANDARD SPECIFICATIONS.
- 7. AT ALL TIMES, THE CONTRACTOR SHALL TAKE MEASURES TO PROVIDE POSITIVE DRAINAGE OF SURFACE RUNOFF FROM THE TRAVEL LANES AND CONTROL OF THE RUNOFF TO PREVENT EROSION, POLLUTION, SEDIMENTATION OR OTHER DISCHARGES WHICH WOULD AFFECT PROPERTIES ADJACENT TO THE WORK SITE. ALL MEASURES TAKEN TO PROVIDE POSITIVE DRAINAGE SHALL BE APPROVED BY THE ENGINEER PRIOR TO IMPLEMENTATION. THE COST FOR THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR VARIOUS ITEMS IN THE CONTRACT.
- 8. THE CONTRACTOR SHOULD NOTE THAT ADDITIONAL WORK MAY BE REQUIRED AS THE CONTRACT PROGRESSES WHICH IS NOT SHOWN OR NOTED ON THE PLANS. THIS WORK SHALL BE PERFORMED BY THE CONTRACTOR AS ORDERED BY THE ENGINEER AND PAYMENT SHALL BE MADE AT THE BID PRICE FOR THE APPROPRIATE ITEMS AND PER SECTION 104-04 OF THE STANDARD SPECIFICATIONS.
- 9. NO PAYMENT SHALL BE MADE FOR WORK CALLED FOR BY NOTES ON THE PLANS, IN THE SPECIFICATIONS, OR UNDER THE HEADING GENERAL NOTES UNLESS PAYMENT IS SPECIFICALLY INDICATED BY ITEM NUMBER. THE COST OF WORK FOR WHICH NO PAYMENT IS INDICATED SHALL BE INCLUDED IN THE UNIT PRICES BID FOR THE VARIOUS ITEMS IN THE CONTRACT.
- 10. WHENEVER ITEMS IN THE CONTRACT REQUIRE MATERIALS TO BE REMOVED AND DISPOSED, THE COST OF SUPPLYING A DISPOSAL AREA AND TRANSPORTATION TO THAT AREA SHALL BE INCLUDED IN THE PRICE BID FOR THOSE ITEMS.
- 11. THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY SUPPORTS, BRACING OR OTHER DEVICES THAT MAY BE REQUIRED OR THAT MAY BE DIRECTED BY THE ENGINEER TO PROTECT THE SAFETY OF ADJACENT STRUCTURES, ROADWAYS OR THE VARIOUS ITEMS IN THE CONTRACT. NO SEPARATE PAYMENT SHALL BE MADE
- 12. PAVED AREAS DISTURBED BY THE CONTRACTOR WHICH ARE NOT PART OF THE WORK TO BE PERFORMED UNDER THIS CONTRACT, SHALL BE RESTORED TO AN ACCEPTABLE CONDITION AS SPECIFIED BY AND TO THE SATISFACTION OF THE ENGINEER.
- 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GUARDING AND PROTECTING ALL OPEN EXCAVATIONS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 107.05 "SAFETY & HEALTH REQUIREMENTS" OF THE NYSDOT STANDARD SPECIFICATIONS.
- 14. PROVISIONS TO DE-WATER EXCAVATIONS, DUE TO CONSTRUCTION OPERATIONS ALONG THE PROJECT MAY BE REQUIRED. THERE SHALL BE NO DIRECT PAYMENT FOR ANY DE-WATERING SYSTEMS. COST SHALL BE INCLUDED IN THE PRICE BID FOR VARIOUS ITEMS IN THE CONTRACT.
- 15. THE CONTRACTOR SHALL KEEP ALL DRAINAGE FACILITIES, WITHIN THE CONTRACT LIMITS, CLEAN AND FULLY OPERATIONAL AT ALL TIMES (A.O.B.E.J. THIS WORK SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT
- 16. THE CONTRACTOR SHALL PROVIDE SURVEY AND STAKEOUT AS REQUIRED AND IN ACCORDANCE WITH SECTION 625 OF THE STANDARD SPECIFICATIONS. COST FOR THIS WORK SHALL BE INCLUDED UNDER ITEM 625.01-SURVEY OPERATIONS.

- 17. THE CONTRACTOR IS TO VISIT THE SITE BEFORE BIDDING TO BECOME FAMILIAR WITH THE PRESENT CONDITIONS AND TO JUDGE THE EXTENT AND NATURE OF THE WORK TO BE DONE UNDER THIS CONTRACT. NO EXTRA COMPENSATION WILL BE ALLOWED BECAUSE OF FAILURE TO INCLUDE IN THE BID ALL ITEMS AND MATERIALS WHICH ARE REQUIRED TO BE FURNISHED IN ACCORDANCE WITH THE CONTRACT DOCIMENTS AND PER SECTION 104-04 OF THE STANDARD SPECIFICATIONS.
- 8. THE CONTRACTOR SHALL BE REQUIRED TO PROTECT HIS WORKERS AT ALL TIMES IN CONFORMANCE WITH APPLICABLE OSHA REGULATIONS.
- WATERING NEEDED FOR VEGETATION AND OTHER LANDSCAPING ITEMS SHALL BE INCLUDED UNDER EACH RESPECTIVE ITEMS IN THE CONTRACT.
- 20. DETAILS ON THE DRAWINGS LABELED AS 'NOT TO SCALE' ARE INTENTIONALLY DRAWN NOT TO SCALE FOR VISUAL CLARITY, ALL OTHER DETAILS FOR WHICH NO SCALE IS SHOWN ARE DRAWN PROPORTIONALLY AND ARE FULLY DIMENSIONED.
- TWO WEEKS PRIOR TO THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL SUBMIT A PROPOSED CONSTRUCTION SEQUENCE TO THE ENGINEER FOR APPROVAL.
- 22. BASEMAPPING WAS DEVELOPED FROM A LIMITED GPS SURVEY CONDUCTED BY GREENMAN-PEDERSEN, INC. IN MAY, 2017. THE HORIZONTAL DATUM SHOWN HEREON IS REFERENCED TO THE NEW YORK STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EASTERN ZONE, NAD 1983 IN US SURVEY FEET. THE VERTICAL DATUM SHOWN HEREON IS REFERENCED TO THE NATIONAL VERTICAL DATUM OF 1988 IN SURVEY FEFT
- 23. SUBMITTALS, CATALOG CUTS, SAMPLES, AND SHOP DRAWINGS MUST BE RECEIVED, REVIEWED, AND APPROVED BY THE ENGINEER PRIOR TO ORDERING, FABRICATING, OR INSTALLING MATERIALS. FAILURE TO DO SO MAY CAUSE TIME DELAYS FOR THE CONTRACTOR. THE CONTRACTOR WILL NOT BE ENTITILED TO COMPENSATION FOR SAID TIME DELAYS, REMOVALS, OR REPLACEMENTS.
- 24. DURING CONSTRUCTION, FLOWABLE FILL SHALL NOT BE ALLOWED TO ESCAPE INTO WETLANDS, DRAINAGE SYSTEMS OR WATERS OF NEW YORK STATE, DESIGNATED WASH OUT AREAS ARE TO BE APPROVED BY THE ENGINEER IN CHARGE.
- 25. THE CONTRACTOR IS REQUIRED TO OBTAIN A RIGHT-OF-WAY PERMIT FROM THE ESSEX COUNTY AND RIGHT-OF-WAY PERMIT (PERM 33) FROM NYSDOT.
- 26. THE CONTRACTOR WILL NOTIFY THE COUNTY OF ANY ANTICIPATED LANE CLOSURES 72 HOURS PRIOR TO ANY LANE CLOSURES.
- 27. THE CONTRACTOR IS REQUIRED TO TURN OVER ALL REMOVED CABLE GUIDERAIL POSTS TO THE COUNTY. THE REMOVED ITEMS SHALL BE STORED IN A STOCKPILE AT AN AREA TO BE DETERMINED.

UTILITY NOTES

- LOCATION OF UTILITIES, PUBLIC AND/OR PRIVATE, INDICATED ON THE PLANS AS EXISTING AND/OR TO BE CONSTRUCTED ARE APPROXIMATE ONLY. THEIR EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD. ADDITIONAL UTILITY LINES, WHETHER ABANDONED OR IN SERVICE, MAY EXIST AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT HIS OPERATIONS AND TAKE NECESSARY PRECAUTIONS SUCH THAT INTERFERENCE WITH OR DAMAGE TO THESE OR OTHER FACILITIES DURING THE COURSE OF CONSTRUCTION IS PREVENTED. PRIOR TO ANY EXCAVATION, THE CONTRACTOR IS TO CALL DIG SAFELY N.Y. TO HAVE UNDERGROUND UTILITIES LOCATED.
- IN THE EVENT THE CONTRACTOR DAMAGES AN EXISTING UTILITY SERVICE, CAUSING THE INTERRUPTION IN SAID SERVICE, THE CONTRACTOR SHALL IMMEDIATELY COMMENCE WORK TO RESTORE SERVICE AND MAY NOT CEASE WORK UNTIL SERVICE IS RESTORED. ALL COSTS TO REPAIR OR REPLACE DAMAGE UTILITIES SHALL BE AT THE EXPENSE OF THE CONTRACTOR. IF THE CONTRACTOR DOES NOT MAKE IMMEDIATE NECESSARY REPAIRS, THE RESPECTIVE OWNING COMPANIES OR MUNICIPAL FORCES MAY DO THE WORK, AND THE COST THEREOF CHARGED AGAINST THE CONTRACTOR.
- 3. THE UNDERGROUND UTILITY INFORMATION SHOWN IS BASED ON QUALITY LEVEL "D". FOUR SEPARATE QUALITY LEVELS OF SUBSURFACE UTILITY FACILITY INFORMATION ARE GENERALLY RECOGNIZED AND ARE AS FOLLOWS.

QUALITY LEVEL A IS THE HIGHEST DEGREE OF ACCURACY. THE INFORMATION SHOWN ON THE PLANS HAS BEEN OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED AND SURVEYED UTILITY FACILITIES) OF THE SUBSURFACE UTILITIES, USING (TYPICALLY) MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT TO DETERMINE THEIR PRECISE HORIZONTAL AND VERTICAL POSITIONS, AS WELL AS THEIR OTHER DAWN EACH LIVE ATTRIBUTES (CHOUND AS OILA).

QUALITY LEVEL B IS THE SECOND HIGHEST DEGREE OF ACCURACY. THE INFORMATION SHOWN ON THE PLANS HAS BEEN OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS (I.E., UNDERGROUND CAMERAS, RADAR, SONAR, TONE OUTS, ETC.) TO IDENTIFY THE EXISTENCE AND APPROPRIATE HORIZONTAL POSITION OF SUBSURFACE UTILITY FACILITIES, QUALITY LEVEL B DATA ARE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THE INFORMATION WAS SURVEYED TO APPLICABLE TOLERANCES AND REDUCED ONTO THE PLANS, NO EXCAVATIONS WERE PERFORMED. (SHOWN AS QLB)

QUALITY LEVEL C IS THE THIRD HIGHEST DEGREE OF ACCURACY. THE INFORMATION SHOWN ON THE PLANS HAS BEEN OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-FORUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION. (SHOWN AS QLC)

QUALITY LEVEL D IS THE LOWEST DEGREE OF ACCURACY. THE INFORMATION SHOWN ON THE PLANS WAS DERIVED SOLELY FROM EXISTING NYSDOT AND/OR UTILITY COMPANY RECORDS OR RECOLLECTIONS. (SHOWN AS QLD)

- 4. THE CONTRACTOR SHALL PROTECT ALL UNDERGROUND UTILITIES TO REMAIN IN PLACE FROM DAMAGE DURING THE CONSTRUCTION. METHODS OF PROTECTION MAY INCLUDE STEEL PLATES OVER THE UTILITY SO THAT WHEEL LOADINGS FROM CONSTRUCTION VEHICLES DO NOT DAMAGE THE UTILITY. THE COST OF PROVIDING PROTECTION OF UNDERGROUND UTILITIES SHALL BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT.
- 5. PRIVATE UTILITY COMPANIES ARE ALSO REQUIRED TO ALTER/RELOCATE THEIR FACILITIES WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL LAY OUT THE PROJECT CENTERLINE AND OTHER FEATURES TO PROVIDE THE UTILITY COMPANIES WITH SUFFICIENT INFORMATION TO ALTER/RELOCATE THEIR FACILITIES. THE COST OF THIS WORK SHALL BE INCLUDED UNDER ITEM 625.01. ALTERATION/RELOCATIONS OF UTILITIES MAY NOT ALL BE SHOWN IN THE CONTRACT PLANS. ADDITIONAL ALTERATIONS/RELOCATIONS MAY BE REQUIRED BY THEIR RESPECTIVE OWNERS.
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING NATIONAL GRID FOR PROVIDING RESTRAINTS TO THE EXISTING UTILITY POLES IF REQUIRED WITHIN THE PROJECT LIMITS, WHILE CONSTRUCTION IS TAKING PLACE. THE CONTRACTOR SHALL COORDINATE WITH NATIONAL GRID TO PERFORM THE WORK. THE COST FOR THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR VARIOUS ITEMS.
- ALL UTILITY POLES TO BE RELOCATED BY OTHERS SHALL BE APPROVED BY THE ENGINEER OF THEIR NEW LOCATION SO THAT THEY DO NOT CONFLICT WITH CONSTRUCTION.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CALL "DIG SAFELY" (1-800-962-7962) TO HAVE UNDERGROUND UTILITIES LOCATED.

RIGHT-OF-WAY NOTES

- . THE WORK TO BE PERFORMED UNDER THIS CONTRACT WILL BE WITHIN THE PUBLIC RIGHT-OF-WAY (ROW) IN ACCORDANCE WITH SECTION 105-15 OF THE STANDARD SPECIFICATIONS, WITHIN EASEMENTS OBTAINED BY THE CITY, AND WITHIN PROPERTY RELEASES OBTAIN BY THE CITY. THE CONTRACTOR IS TO ASSURE HIMSELF THAT ALL WORK IS BEING PERFORMED WITHIN THE ROW/EASEMENTS, INCLUDING BUT NOT LIMITED TO VEHICLE ACCESS; STORAGE OR EQUIPMENT, MATERIALS, DEBRIS AND WASTE; LANDSCAPING; VEGETATION REMOVAL AND MANAGEMENT; GRADING, SEEDING AND THE INSTALLATION OF TURF; AND THE INSTALLATION OF ANY FENCES OR PROTECTIVE BARRIER.
- IF CONTRACTOR IS UNABLE TO IDENTIFY THE LIMITS OF THE RIGHTS-OF-WAY WHEN THE CONTRACT CALLS FOR WORK IN THOSE VICINITIES, THE CONTRACTOR MUST CONTACT THE ENGINEER FOR DEFINITIVE BOUNDARY DETERMINATION BEFORE AND WORK MAY BE INITIATED AT THOSE LOCATION (STANDARD SPECIFICATION SECTIONS 105-10 AND 625).
- IN ACCORDANCE WITH SECTION 107-13 OF THE STANDARD SPECIFICATIONS, RELEASES FOR ANY NON-ESSENTIAL CONTRACT WORK OUTSIDE OF THE EXISTING RIGHTS-OF-WAY, INCLUDING PLANTINGS, LANDSCAPING OR DRIVEWAY ENHANCEMENT, WILL BE PROVIDED BY THE ENGINEER AND IN NO INSTANCE ARE TO BE SECURED BY THE CONTRACTOR, THE CONTRACTOR SHALL NOT INVADE UPON PRIVATE PROPERTIES, LANDS OR BUILDINGS OUTSIDE OF THE RIGHTS-OF-WAY FOR ANY REASON WITHOUT FIRST SECURING WRITTEN PERMISSION FROM THE PROPERTY OWNER (STANDARD SPECIFICATIONS SECTIONS 105-15 107-13)
- 4. THE CONTRACTOR WILL BE HELD LIABLE FOR ANY DAMAGES DONE. ANY SUCH INJURIES OR DAMAGES SHALL BE SATISFACTORILY REPAIRED OR ITEMS REPLACED AT THE CONTRACTOR'S EXPENSE (STANDARD SPECIFICATIONS SECTION 107-08 AND 107-13).
- 5. THE HIGHWAY BOUNDARY SHOWN IN THE GENERAL PLANS IS BASED ON GIS TAX MAP PARCELS AND WAS PROVIDED BY ESSEX COUNTY REAL PROPERTY.

ELECTRICAL SAFETY NOTE

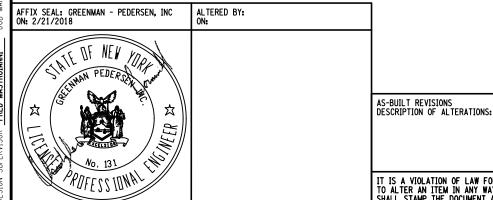
 HIGH VOLTAGE LINES MAY BE PRESENT WITHIN THE PROJECT LIMITS. REFER TO ELECTRICAL SAFETY NOTE CONTAINED IN THE CONTRACT PROPOSAL FOR SPECIAL CONTRACTOR'S SAFETY REQUIREMENTS.

ENVIRONMENTAL PERMITS

 THE CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL PERMIT REQUIREMENTS PROVIDED IN THE CONSTRUCTION DOCUMENTS. COST TO BE INCLUDED UNDER VARIOUS ITEMS IN THE CONTRACT. NO ENVIRONMENTAL PERMITS ARE ANTICIPATED FOR THE WORK AT THIS TIME.

DAMAGE TO EXISTING STRUCTURES; VEGATATION/SHRUBS; OR OTHER AMENITIES

. NUMEROUS STRUCTURES AND VEGETATION/SHRUBS ARE PRESENT WITHIN THE WORK LIMITS AND ARE TO REMAIN IN PLACE, THE CONTRACTOR SHALL TAKE EXTRA PRECAUTIONS NOT TO DAMAGE THESE ITEMS. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ALL DAMAGE CAUSED BY HIS OPERATIONS TO THE EXISTING STRUCTURES OR MATERIALS WHICH ARE NOT INCLUDED AS PART OF THE INTENDED WORK, ALL DAMAGE TO THE EXISTING STRUCTURES OR MATERIALS WHICH ARE NOT PART OF THE INTENDED WORK SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR WITHOUT COST TO THE COUNTY AND TO THE SATISFACTION OF THE ENGINEER.



CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION PIN:
TOWN OF TICONDEROGA UTIL

PIN: 1760.50 UTIL QLVL = D BRIDGES

CULVERTS

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

GENERAL NOTES

CONTRACT NUMBER
D035459

DRAWING NO. GNN-1 SHEET NO. 6

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

COUNTY: ESSEX



WORK ZONE TRAFFIC CONTROL NOTES:

- THE FOLLOWING NOTES ARE INTENDED TO SUPPLEMENT AND CLARIFY REQUIREMENTS SET FORTH IN SECTION 619 OF THE CURRENT NYS STANDARD SPECIFICATIONS AND SECTION 619 OF THE NYS STANDARD SHEETS.
- ALL WORK ZONE TRAFFIC CONTROL ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT NYSDOT STANDARD SPECIFICATIONS, THE CURRENT NATIONAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MITCH) AND NYS SUPPLEMENT.
- 3. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH ALL PROVISIONS OF ITEM 619.01 BASIC WORK ZONE TRAFFIC CONTROL, OR AS AMENDED ON THESE PLANS, FOR THE DURATION OF THE PROJECT.
- I. THE CONTRACTOR MAY SUBMIT REVISIONS TO THESE PLANS, IN WRITING, TO THE ENGINEER FOR APPROVAL, HOWEVER ANY COSTS RESULTING FROM THESE CHANGES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 5. ALL VEHICLES AND EQUIPMENT THAT SHALL BE MOVING IN AND OUT OF TRAFFIC AT WORK AREAS SHALL BE EQUIPPED WITH AN APPROVED AMBER ROTATING SAFETY LIGHT. THIS LIGHT SHALL BE MOUNTED SO AS TO BE EASILY SEEN BY APPROACHING TRAFFIC.
- 6. VEHICLES BELONGING TO THE CONTRACTOR, OR THE CONTRACTOR'S EMPLOYEES, SHALL NOT BE PARKED ON THE PAVEMENT OR SHOULDERS, OR WITHIN 30 FEET OF THE EDGE OF PAVEMENT ALONG OR ADJACENT TO OPEN TRAVEL LANES.
- 7. THE CLEAR ROADSIDE AREA IS DEFINED AS THE AREA WITHIN 30 FEET OF THE EDGE OF THE TRAVELWAY. NO MATERIAL SHALL BE STORED OR VEHICLES PARKED WITHIN THE CLEAR ROADSIDE AREA UNLESS WITHIN AN ACTIVE WORK ZONE OR WITH THE APPROVAL OF THE ENGINEER.
- B. DRIVING AGAINST TRAFFIC AT ANY TIME, REGARDLESS OF WHETHER OR NOT THE AREA HAS BEEN CLOSED TO TRAFFIC, SHALL NOT BE PERMITTED, EXCEPT FOR TRAFFIC CONE PICK-UP OR AS SPECIFICALLY PERMITTED BY THE ENGINEER.
- ESCORT VEHICLES EQUIPPED WITH AN AMBER LIGHT OR AN OPERATING ARROW PANEL WILL BE REQUIRED WHEN TRANSPORTING SLOW MOVING CONSTRUCTION EQUIPMENT ALONG ANY PORTION OF THE ROADWAY OPEN TO TRAFFIC.
- 10. WHEN REOPENING DRIVING LANES TO TRAFFIC, THE CONTRACTOR SHALL START BY MOVING THE DEVICES AT THE FAR END OF THE LANE CLOSURE AND WORKING TOWARDS THE SIGNS AT THE BEGINNING OF THE LANE CLOSURE. THE SIGNS ARE NOT TO BE TAKEN DOWN UNTIL ALL TRAFFIC CONTROL DEVICES HAVE BEEN REMOVED.
- 11. THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO AVOID DAMAGING EXISTING PAVEMENT, CURBS, AND SIDEWALKS WHEN IT IS NECESARY TO MOVE EQUIPMENT THROUGH LOCAL STREETS. HE/SHE SHALL OBSERVE ALL OF THE RULES, REGULATIONS, AND DIRECTIONS OF LOCAL MUNICIPALITIES RELATIVE TO SUCH HANDLING OF EQUIPMENT, AND TAKE SUCH PROTECTIVE MEASURES AS HE/SHE DEEMS NECESSARY OR AS DIRECTED BY THE ENGINEER. LOCAL STREET PAVEMENT, CURBS, VEGETATION, SIDEWALKS, AND OTHER APPURTENANCES LOCATED WITHIN THE CONTRACT LIMITS THAT ARE NOT SCHEDULED TO BE REPLACED, AND ARE DAMAGED BY THE CONTRACTOR, SHALL BE REPLACED OR REPAIRED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S SOLE COST AND EXPENSE.
- 12. THE WORK ZONE TRAFFIC CONTROL PLANS PROVIDED HEREIN AND AS PER STANDARD SHEETS ARE NOT INTENDED TO BE ALL INCLUSIVE, BUT RATHER SERVE AS A GUIDE FOR THE SAFE AND EFFICIENT SEQUENCE OF TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS. ANY ADDITIONS OR DELETIONS TO THE TRAFFIC CONTROL PLANS MAY BE ORDERED BY THE ENGINEER. COST TO BE INCLUDED LINDER LIFE 619 01
- 13. COSTS FOR ALL TEMPORARY SIGNS FOR WORK ZONE TRAFFIC CONTROL SHALL BE INCLUDED UNDER ITEM 619.01.
- 15. THE COST OF PROVIDING AND MAINTAINING SAFE AND ADEQUATE INGRESS AND EGRESS TO AND FROM INTERSECTING HIGHWAYS, HOMES AND COMMERCIAL ESTABLISHMENTS AT ALL TIMES, TO THE SATISFACTION OF THE ENGINEER, SHALL BE BORNE BY THE CONTRACTOR, INCLUDING PROVIDING TEMPORARY ASPHALT PAVEMENT TO MAINTAIN THIS ACCESS.
- 16. IF THE ENGINEER NOTIFIES THE CONTRACTOR OR HIS SUPERINTENDENT OF ANY HAZARDOUS CONSTRUCTION PRACTICES, ALL OPERATIONS IN THAT AREA SHALL BE DISCONTINUED AND IMMEDIATE REMEDIAL ACTION SHALL BE TAKEN TO THE SATISFACTION OF THE ENGINEER BEFORE WORK IS RESUMED.
- 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL SIGNS, CONES, FLASHERS, BARRIERS, ETC. ARE IN PLACE AND IN GOOD CONDITION. THE SOLE JUDGE OF THE EFFECTIVENESS OF THE CONTRACTOR'S EFFORTS TOWARDS THE PROTECTION OF TRAFFIC AND PERSONNEL SHALL BE THE ENGINEER.

WORK ZONE TRAFFIC CONTROL NOTES (CON'T):

- 18. FLAGGERS SHALL BE LOCATED AT ALL ACTIVE WORK AREAS AND AT OTHER LOCATIONS WITHIN A WORK AREA WHERE RESTRICTED SIGHT DISTANCE IMPEDES THE FLOW OF TRAFFIC OR A.O.B.E.
- 19. EXISTING TRAFFIC SIGNS SHALL BE COVERED AND UNCOVERED AS NECESSARY DURING CONSTRUCTION. COST TO BE INCLUDED UNDER ITEM 619.01.
- IF IN THE ENGINEER'S JUDGMENT, FLAGS ON SIGNS ARE NECESSARY DUE TO LIMITED SIGHT DISTANCE, THEY SHALL BE PROVIDED BY THE CONTRACTOR. COST SHALL BE INCLUDED IN ITEM 619.01.
- 21. PEDESTRIAN AND BICYCLIST TRAFFIC SHALL BE MAINTAINED AND PROTECTED AT ALL TIMES IN ACCORDANCE WITH SECTION 619 OF THE NYSDOT STANDARD SPECIFICATIONS.
- THE CONTRACTOR IS ADVISED THAT THROUGHOUT THE DURATION OF THE PROJECT, NIGHTTIME CONSTRUCTION WILL NOT BE ALLOWED UNLESS APPROVED BY ENGINEER, NIGHTTIME CONSTRUCTION IS DEFINED AS THE PERIOD BETWEEN 7 PM AND 6 AM.
- 23. THE CONTRACTOR SHALL MAINTAIN STABLE EXCAVATED SIDE SLOPES AT ALL TIMES.
- 4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH ALL PUBLIC AND PRIVATE UTILITIES FOR MAINTENANCE OR RELOCATION WORK WITH RESPECT TO SITE ACCESS, TRAFFIC CONTROL AND SCHEDULING TO AVOID CONFLICTS FOR TIMELY COMPLETION OF THE WORK.
- 25. THE CONTRACTOR SHALL PROVIDE SAFE AND CONVENIENT EMERGENCY ACCESS FOR LOCAL FIRE, POLICE AUTHORITIES, AND AMBULANCE SERVICES THROUGHOUT THE PROJECT AREA AT ALL TIMES.
- 6. RESPONSIBILITY FOR EMERGENCY REPAIRS: THE CONTRACTOR SHALL, IN WRITING, SUBMIT TO THE APPROPRIATE LAW ENFORCEMENT AND GOVERNMENT AGENCIES THE NAME, ADDRESS AND TELEPHONE NUMBER(S) OF THE PERSON OR PERSONS AUTHORIZED TO SECURE LABOR, MATERIALS AND EQUIPMENT FOR EMERGENCY REPAIRS OUTSIDE OF NORMAL WORKING HOURS. DUPLICATE COPIES OF THE ABOVE SHALL BE FILED WITH THE ENGINEER.
- WHERE DRUMS, CONES, VERTICAL PANELS OR TUBULAR MARKERS ARE USED IN CONTROLLING THE MOVEMENT OF TRAFFIC, THE CONTRACTOR SHALL TAKE WHATEVER STEPS ARE NECESSARY TO PREVENT ALL TRAFFIC CONTROL DEVICES FROM BEING BLOWN OVER OR DISPLACED BY PASSING VEHICLES. THE CONTRACTOR SHALL ACCOMPLISH THIS BY DOUBLING CONES, THE USE OF SAND BAGS, RINGS OR BY OTHER MEANS, AS APPROVED BY THE ENGINEER, WHICH SHALL NOT PRESENT A HAZARD TO MOTORISTS OR WORKERS IF THE CONES, DRUMS, VERTICAL PANELS OR TUBULAR MARKERS ARE STRUCK.
- 28. THE CONTRACTOR SHALL BACKFILL ALL OPEN EXCAVATIONS OR PROVIDE ANCHORED STEEL PLATES TO COVER ALL TRENCH EXCAVATIONS DURING NON-WORKING HOURS. ANCHORED STEEL PLATES SHALL ALSO BE PLACED ON SUBGRADE, SUBBASE COURSES OR BASE COURSES TO PROTECT SHALLOW UTILITY FACILITIES FROM WHEEL LOADINGS DUE TO CONSTRUCTION VEHICLES AND EQUIPMENT. STEEL PLATES SHALL BE RAMPED WITH ASPHALT IN THE ROADWAY AREA TO PROVIDE A SMOOTH TRANSITION. THE COST FOR ANCHORED PLATES AND PAVEMENT SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 619.01.
- 29. THE MINIMUM WIDTH OF TRAVEL LANES SHALL BE 11 FEET UNLESS OTHERWISE DIRECTED BY THE FNGINFER.
- WORK RESTRICTIONS: THE CONTRACTOR SHOULD BE AWARE THAT WORKING RESTRICTIONS ARE IN PLACE FOR THIS PROJECT. THE CONTRACTOR WILL NOT BE ALLOWED TO PERFORM ANY WORK AND SHALL HAVE ALL LANES OPEN FOR TRAFFIC DURING THE FOLLOWING DAYS:

DATES:

MEMORIAL DAY INDEPENDENCE DAY LABOR DAY COLUMBUS DAY THANKSGIYING MAY 25-29, 2018 JUL. 3-5, 2018 AUG 31-SEP 4, 2018 OCT. 5-9, 2018 NOV. 21-26, 2018 DEC. 21-26, 2018

31. THE CONTRACTOR SHALL NOT BEGIN WARMING UP EQUIPMENT BEFOR THE SCHEDULED START TIMES, NOR KEEP EQUIPMENT RUNNING AFTER THE SCHEDULED QUIT TIMES.

WORK AREA COORDINATION:

- IT IS THE RESPONSIBILITY OF THE CONTRACTOR, BEFORE COMMENCING WORK, TO SUBMIT TO THE ENGINEER FOR APPROVAL AN OUTLINE OF HIS PROPOSED METHODS AND MANNER OF EXECUTING THE WORK. INCLUDING SEQUENCES OF OPERATION AND A TIME SCHEDULE.
- THE CONTRACTOR SHALL COORDINATE ALL CONTRACT WORK WITH ANY UTILITY WORK, SUBCONTRACTORS WORK, PUBLIC MAINTENANCE OPERATIONS, OR OTHER CONSTRUCTION ACTIVITIES IN THE AREA TO ENSURE THERE ARE NO CONFLICTS.
- 3. ESSEX COUNTY, THE TOWN OF TICONDEROGA DEPARTMENTS OF PUBLIC WORKS, AND INTERNATIONAL PAPER SHALL BE NOTIFIED 2 WEEKS IN ADVANCE OF ANY SCHEDULED WORK.
- 4. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SAFE ACCESS TO ALL BUSINESSES THROUGHTOUT THE PROJECT DURATION DURING ALL HOURS.

PEDESTRIAN AND BICYCLE ACCOMMODATION

1. THE CONTRACTORS ATTENTION IS CALLED TO THE FACT THAT PEDESTRIAN AND BICYCLE TRAFFIC IS TO BE MAINTAINED THROUGHOUT OR AROUND THE PROJECT FOR THE DURATION OF CONSTRUCTION. MATERIAL, EQUIPMENT OR OTHER SUCH BARRIERS SHALL NOT BE PLACED OR PARKED SO AS TO OBSTRUCT PEDESTRIAN/BICYCLE TRAFFIC OR PRESENT A SAFETY HAZARD TO THE NON-MOTORIZED PUBLIC. ALL NECESSARY LABOR, MATERIAL, AND EQUIPMENT NECESSARY TO MAINTAIN PEDESTRIAN AND BICYCLE TRAFFIC SHALL BE INCLUDED IN THE BID PRICE FOR ITEM 619.01 - BASIC WORK ZONE TRAFFIC CONTROL.

DELINEATION

- 1. CONFLICTING PAVEMENT MARKINGS SHALL BE REMOVED AS SPECIFIED IN THE PLANS AND/OR AOBE.
- TEMPORARY OR INTERIM PAVEMENT MARKINGS SHALL BE INSTALLED PRIOR TO OPENING THE PAVEMENT TO TRAFFIC DURING CONSTRUCTION IN ACCORDANCE WITH THE NYSDOT STANDARD SPECIFICATIONS.
- 3. EXISTING PAVEMENT MARKINGS OUTSIDE OF THE CONSTRUCTION ZONES SHALL BE MAINTAINED AND RE -STRIPED AOBE, THIS MAY INCLUDE, BUT IS NOT LIMITED TO RE -STRIPING THE EXISTING ROADWAY PRIOR TO, OR DIRECTLY AFTER, THE WINTER SHUTDOWN, AND/OR RE-STRIPING AREAS THAT ARE NOT SCHEDULED FOR WORK UNTIL LATER STAGES OF CONSTRUCTION. EXISTING PAVEMENT MARKINGS, LETTERS, AND SYMBOLS SHALL BE REAPPLIED AOBE.
- 4. ALL CHANNELIZING AND GUIDING DEVICES ARE TO BE PLACED AS TO PROVIDE A MINIMUM 1 FOOT LATERAL CLEARANCE TO THE TRAVELWAY.
- THE CONTRACTOR SHALL NOT MIX CHANNELIZATION DEVICES (CONES, BARRELS, VERTICAL PANELS) IN A LINEAR CLOSURE OR TAPER. DIFFERENT CHANNELIZATON DEVICES MAY BE USED ON DIFFERENT AREAS OF THE PROJECT.

COORDINATION

1. THE CONTRACTOR SHALL BE AWARE THAT THERE MAY BE OTHER CONTRACTS, MUNICIPALITIES, MAINTENANCE OPERATIONS, OR BRIDGE INSPECTIONS IN PROGRESS IN OR ADJACENT TO THE WORK AREA. THE ENGINEER AND THE CONTRACTOR SHALL COMMUNICATE AND COORDINATE OPERATIONS WITH OTHER OPERATIONS SO THAT NO CONFLICT IN WORK SCHEDULING OR LOCATION OCCUR.

DRIVEWAYS

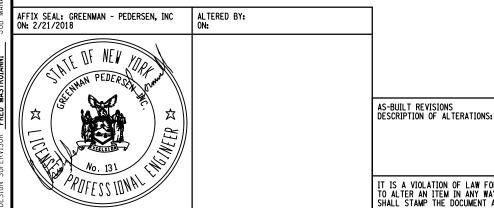
. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING DRIVEWAY PAVING ACTIVITIES WITH INTERNATIONAL PAPER AND RESIDENTIAL PROPERTIES. WHILE PAVING INTERNATIONAL PAPER DRIVEWAYS THE CONTRACTOR SHALL MAINTAIN ONE LANE OF TRAFFIC AT ALL TIMES, ACCESS TO ALL PROPERTIES SHALL BE MAINTAINED AT ALL TIMES TO THE SATISFACTION OF THE ENGINEER.

STANDARD SHEETS 619-10, 11, 12 CRITERIA

- A. PRECONSTRUCTION POSTED SPEED LIMIT: 55 MPH
- B. TYPE OF ROADWAY: MAJOR COLLECTOR
- 3. SETTING: RURAL

GUIDERAIL REMOVAL COORDINATION

WHEN REMOVING THE EXISTING CABLE GUIDERAIL IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE THE PROPOSED BOX BEAM GUIDERAIL INSTALLED WITH (14) FOURTEEN CALENDAR DAYS FOLLOWING THE INITIAL REMOVAL. ALL WORK SHALL ADHERE TO STANDARD SPECIFICATION 619-3.02E. WHILE GUIDERAIL IS NOT INSTALLED, THE SHOULDER IN THOSE AREAS SHALL BE LINED WITH TRAFFIC DELINEATORS PER STANDARD SPECIFICATION 619-3.02J.6 AND PAID UNDER ITEM 619.01.



CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION
TOWN OF TICONDEROGA

COUNTY: ESSEX REGION: 1

PIN: 1760.50 UTIL QLVL = D BRIDGES

CULVERTS

S ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

CONTRACT NUMBER
D035459

DRAWING NO. WZTC-1 SHEET NO. 7

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



WORK ZONE TRAFFIC CONTROL NOTES



AFFIX SEAL: GREENMAN - PEDERSEN, INC ON: 2/21/2018 ALTERED BY: ON: OF NEW

STATE LAW NYR9-11 LICENSE (24x42) LICENSE SUSPENDED AFTER TW

WORK ZON SPEEDING

SHORE AIRPORT RD

ROAD WORK AHEAD

D3-1 (66X12) W20-1 (36X36)

(24x42)

STATE LAW

LICENSE

SUSPENDED

AFTER TWO

WORK ZONE

SPEEDING

TICKETS

G20-2 (36X18)

END

ROAD WORK

LEGEND: PROPOSED PROJECT SIGN PORTABLE VARIABLE MESSAGE SIGN LOCATION

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:

G20-2 (36X18)

END

ROAD WORK

-PROJECT SIGN (SEE NOTE 6)

W20-1 (36×36) W7-3A (24X18)

ROAD WORK AHEAD

NORTHERN PROJECT LIMITS

SHORE AIRPORT RD

ROAD

WORK

AHEAD

D3-1 (66X12) W20-1 (36X36)

TOWN OF TICONDEROGA

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

COUNTY: ESSEX

CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION

D3-1 (66X12) W20-1 (36X36) SHORE AIRPORT RD ROAD WORK AHEAD END ROAD WORK SEE NOTE 7 (TYP.) W20-1 (36x36) W7-3A (24X18) G20-2 (36X18) ROAD WORK -PROJECT SIGN (SEE NOTE 6) AHEAD D3-1 (66X12) W20-1 (36X36) D3-1 (66X12) W20-1 (36X36) G20-2 (36X18) (36x36) (24×42) <u>-**के−**</u> NYR9-11

6. THE PROJECT SIGNS SHALL BE CONSTRUCTED TO INDICATE THE ANTICIPATED DURATION OF THE PROJECT AND INSTALLED TWO WEEKS PRIOR TO CONSTRUCTION. THE SIGNS SHALL BE PAID FOR UNDER ITEM 619.01.

CULVERTS

7. SEE NORTHERN PROJECT LIMITS MAP FOR SIGN FACES.

PIN: 1760.50

UTIL QLVL = D

GREENMAN-PEDERSEN, INC.

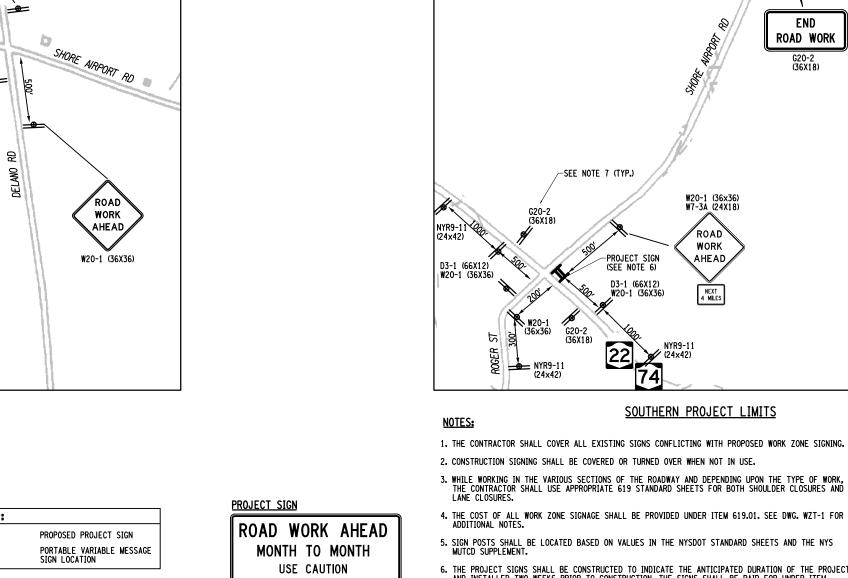
ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

WORK ZONE TRAFFIC CONTROL

D035459 DRAWING NO. WZTC-2 SHEET NO. 8

ESSEX COUNTY

CONTRACT NUMBER



FILE NAME = ...\176050_C DATE/TIME = 3/5/2018 USER = Jgentzler

AFFIX SEAL: GREENMAN - PEDERSEN, INC ON: 2/21/2018 ALTERED BY: ON: STATE OF NEW YORK SELIMAN PEDEROOM

P.C. 29+69 ± 1834211.12 ± 779348.98 ± .C. CURVE 2 P.I. 30+17 ± 1834254.63 ± 779369.34 ± P.I. CURVE 3 Radius: 2461 ± P.C.C. 30+65 ± 1834297.30 ± 779391.37 ± P.C.C. CURVE 1 P.I. 1834362.96 ± I. CURVE 4 31+39 ± 779425.26 ± adius: 6249 ± .C.C. CURVE 2 P.C.C. 1834427.75 ± 32+13 ± 779460.70 ± 33+90 ± 1834582.75 ± 77<u>9545.43</u> ± .I. CURVE 5 Radius: 3922 + P.C.C. 35+66 ± 1834729.51 ± 779643.76 ± .C.C. CURVE 3 P.I. 40+09 ± 1835097.35 ± 779890.22 ± I. CURVE 6 adius: 3708 ± P.T. 44+47 ± 1835396.82 ± 780216.35 ± P.T. CURVE 2 P.C. 50+09 ± 1835776.41 ± 780629.73 ± .C. CURVE 3 P.I. 52+36 ± 1835930.03 ± 780797.02 ± P.I. CURVE 7 Radius: 3572 ± P.C.C. 54+62 ± 1836103.59 ± 780943.51 ± P.C.C. CURVE 4 P.I. 58+06 ± 1836366.61 ± 781165.51 ± P.I. CURVE 8 adius: 3654 ± P.T. 1836666.46 ± 781334.48 ± T. CURVE 3 61+49 ± 1837284.56 ± 781682.81 ± I. CURVE 9 PΙ 71+73 ± 1837559.08 ± 781836.37 ± .I. CURVE 10 P.C. 80+45 ± 1838318.01 ± 782266.50 ± C. CURVE 4 P.I. 83+51 ± $1838584.08 \pm$ 782417.30 ± P.I. CURVE 11 Radius: 2324 ± P.C.C. 86+53 ± 1838880.09 ± 782494.13 ± P.C.C. CURVE 5 P.I. 88+58 ± 1839077.97 ± 782545.49 ± I. CURVE 12 Radius: 2663 ± P.C.C. CURVE 6 $P \subset C$ 1839281.36 ± 90+61 ± 782566.04 ± P.I. 91+45 ± 1839365.16 ± 782574.51 ± I. CURVE 13 Radius: 1569 ± P.C.C. 92+30 ± 1839449.38 ± 782573.96 ± P.C.C. CURVE 7 P.I. 97+97 ± 1840016.78 ± 782570.26 ± I. CURVE 14 Radius: 2407 ± P.T. 103+44 ± 1840522.78 ± 782313.50 ± T. CURVE 4 P.I. 110+92 ± 1841189.96 ± 781974.96 ± .I. CURVE 15 P.I. 111+87 ± 1841274.86 ± I. CURVE 16 P.I. 1841473.63 ± 781829.81 ± I. CURVE 17 114+11 ± 119+89 ± 1841988.37 ± 781566.20 ± I. CURVE 18 P.I. 781133.92 ± .I. CURVE 19 129+48 ± 1842843.92 ± P.C. 140+88 ± 1843860.50 ± 780618.16 ± .C. CURVE 5 P.I. 145+48 ± 1844270.74 ± 780410.02 ± I. CURVE 20 adius: 10788 ± РΤ 150+07 ± 1844697.20 ± 780237.57 ± T. CURVE 5 P.I. 1844957.90 ± 780132.14 ± .I. CURVE 21 152+88 ± P.C. 166+88± 1846258.17 ± 779613.48 ± .C. CURVE 6 P.I. 779251.03 ± .I. CURVE 22 176+66 ± 1847166.82 ± adius: 1933 ± T. CURVE 6 P.T. 1847412.78 ± 778304.19 + 184+99 ± P.C. 191+63 ± 1847579.71 ± C. CURVE 7 777498.57 ± P.I. 193+32 ± 1847622.06 ± .I. CURVE 23 Radius: 58416 ± 777335.81 ± P.C.C. 195+00 ± 1847665.34 ± P.C.C. CURVE 8 P.I. 196+47 ± 1847703.02 ± 777194.11 ± .I. CURVE 24 Radius: 5212 ± 197+93 ± 1847748.61 ± 777054.76 ± T. CURVE 7 P.I. 203+34 ± 1847916.60 ± 776541.24 ± I. CURVE 25 P.I. 211+16 ± 1848161.94 ± 775798.84 ± I. CURVE 26 P.O.E. 221+67 ± 1848494.52 ± 774801.66 ± END ALIGNMENT AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS: CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION PIN: 1760.50 TOWN OF TICONDEROGA UTIL QLVL = D

H.C.L.

POINT

P.O.B.

P.C.

P.I.

P.I.

H.C.L.

STATION

1+00 ±

6+23 ±

11+95 ±

17+44 ±

18+90 ±

HORIZONTAL CONTROL TABLE

777690.13 ± BEGIN ALIGNMENT

.C. CURVE 1

.I. CURVE 1 adius: 2239 ±

.T. CURVE 1

.I. CURVE 2

EAST

778115.14 ±

778580.36 ±

778828.36 ±

778891.41 ±

DESCRIPTION

COORDINATES

NORTH

1831947.62 ±

1832252.37 ±

1832585.96 ±

1833101.93 ±

1833233.17 ±

ABBREVIATIONS:

NOTE:

CULVERTS

THE HORIZONTAL CONTROL LINE WAS DEVELOPED FROM RECORD PLANS PROVIDED BY ESSEX COUNTY AND A FIELD SURVEY. THE DATA POINTS TAKEN ARE +/- ONE INCH ACCURACY. IT IS PROVIDED AS A REFERENCE AND NOT AS A CONTROL FEATURE.

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

HORIZONTAL CONTROL TABLE

D035459 DRAWING NO. HCT-1

CONTRACT NUMBER

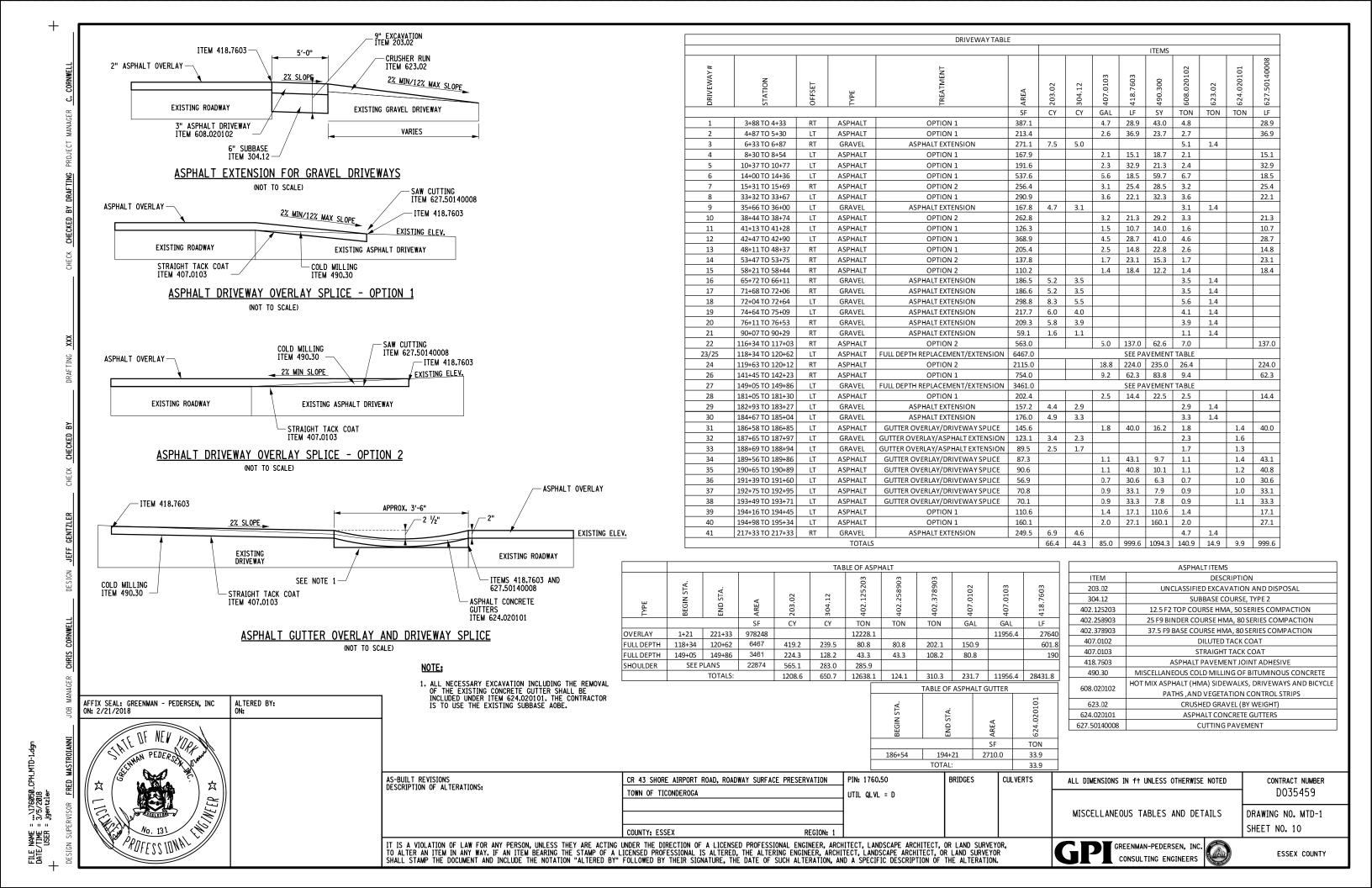
SHEET NO. 9

BRIDGES

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

GPERENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS

ESSEX COUNTY



= ...\176Ø5Ø_ = 3/5/2Ø18 ! = Jgentzler

AFFIX SEAL: GREENMAN - PEDERSEN, INC ON: 2/21/2018

149+76 TO 150+74 153+63 TO 153+85 153+85 TO 165+31

127+78 TO 133+32 133+32 TO 133+55 145+47 TO 146+41 146+41 TO 148+81 148+81 TO 149+23 146+45 TO 149+76

26+9 30+8

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TOTALS

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ALTERED BY: ON:

30+8 30+7 30+ 31+4

STATION TO STA

92+57 TO 101+85

101+85 TO 102+84

124+35 TO 124+58

124+58 TO 132+13

132+13 TO 132+37

127+55 TO 127+78

156+99 TO 157+92

157+92 TO 168+04

168+04 TO 169+02

180+25 TO 180+47

180+47 TO 185+81

185+81 TO 186+03

184+99 TO 185+26

185+26 TO 185+93

185+93 TO 186+15

206+39 TO 206+63

206+63 TO 216+51

216+51 TO 216+74

208+20 TO 219+85

219+85 TO 220+08

OF NEW YORK

WHAN PEDERS

92+34 TO 92+57 LT LT 919.7

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755.6

553.6

240.7

329.6

1021.9

539.6

66.7

988.1

1165.6

10472.1

11+53 TO 11+75	RT	-				1
26+20 TO 27+00	Ľ	205	6		82.8	
26+93 TO 27+72	RT	205			82.5	
27+72 TO 30+82	RT	-	6	308.7		
30+82 TO 31+18	RT	35			62.2	
30+89 TO 31+18	RT		6	177.2		
30+78 TO 30+89	RT					1
27+00 TO 30+99	L		6	400.1		
30+99 TO 31+42	L	45	6		61.3	
31+42 TO 31+69	LT	-	6	198.7		
31+64 TO 31+69	LT					1
65+82 TO 66+88	LT	205	6		112.0	
66+88 TO 71+66	LT		6	473.0		
71+66 TO 71+89	LT					1
66+19 TO 66+42	RT					1
66+42 TO 70+38	RT		6	396.2		
70+38 TO 70+61	RT					1
90+58 TO 91+44	RT	205	6		91.5	
91+44 TO 99+28	RT		6	791.4		
99+28 TO 99+50	RT					1

				Straight	Curved	End	
TATION TO STATION	CIDE	SIDE	RADIUS	POST SPACING	606.10	606.1000002	606.120201
TATION TO STATION	SIDE	KADIOS	POST SPACING 606 10 606 1000002 606 120201				
8+44 TO 8+66	RT	-				1	
8+66 TO 11+53	RT		6	291			
11+53 TO 11+75	RT	-				1	
26+20 TO 27+00	LT	205	6		82.8		
26+93 TO 27+72	RT	205		_	82.5		
27+72 TO 30+82	RT	-	6	308.7			
30+82 TO 31+18	RT	35			62.2		

	GUIDE RAII	INSTALLATION	TABLE			
			Straight	Curved	End	
DE	DADILIC	POST SPACING	606.10	606.1000002	606.120201	
DE	DE RADIUS	LF	LF	LF	EA	
₹T	-				1	
₹T		6	291			
r⊤	_				1	

000002	606.120201		STATION T
LF	EA		SIATION
	1		1+38
			1+31
	1		1+31
2.8		1	1+38
2.5			1+47
		1	11
2.2			15+68
			16+01
	1		16+16
			20
1.3			31+31
		1	31+31
	1		31+39

20+09

31+40

31+52

31+69

31+74

54+41

62+70

73+36

80+94

95+39

104+14

114+02

116+68

116+93

117+00

118+49

119+04

119+13

119+89

120+21

120+31

120+27

120+83

121+04

121+53

127+68

136+01

149+55

141+89

142+18

142+22

149+13

144+95

149+72

152+78

163+28

171+73

176+00

176+20

176+29

180+75

188+39

195+19

204+54

204+95

205+47

205+53

205+77

203+25

211+64

211+55 221+16

221+14 221+17

31+52

31+39

31+59

116+48

31+59

118+49

54+41

62+70

73+36

80+94

95+39

104+14

114+02

116+38

116+93

119+58

118+55

118+85

119+37

120+27

120+31

120+60

141+45

120+53

149+13

121+53

127+68

136+01

141+52

204+54

142+18

175+75

144+95

149+39

149+12

152+78

163+28

171+73

175+60

176+20

205+26

180+75

188+39

195+19

204+86

204+85

221+36

205+77

221+16

221+31

25

55

18

8567

56

8691

8774

839

1066

759

1434

885

987

236

279

154

36

33

120

42

38

2140

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2836

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625

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28

3375

274

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417

307

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844

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958

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101.2

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AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:

		_	
291			
		1	
	82.8		
	82.5		
308.7			
	62.2		
177.2			
		- 1	

		1	
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	82.8		
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000.10	000.1000002	000.120201	
LF	LF	EA	
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606.10	606.1000002	606.120201
LF	LF	EA
		1
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	82.8	
	82.5	

STRIPTING TABLE							
Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8
CTATION T	O STATION	LENGTH (LF)	LINE TYPE	QUANTITY	ITEM 685.11 (LF)	ITEM 685.12 (LF)	ITEM 685.14 (EA
SIATION	USTATION	Col. 2 - Col. 1	FAC		Col. 3 * Col. 5	Col. 3 * Col. 5	
1+38	31+24	3063	WHITE EDGE LINE (RT)	1	3063		
1+31	1+31	31	STOP BAR	4.5	139		
1+31	15+61	1430	CENTERLINE - FULL BARRIER	2		2860	
1+38	15+68	1470	WHITE EDGE LINE (LT)	1	1470		
1+47	14+04	1262	DASHED TRAVEL LANE LINE	0.25	315		
11-	+51		LANE REDUCTION ARROW				1
15+68	15+87	19	STOP BAR	4.5	86		
16+01	31+50	1604	WHITE EDGE LINE (LT)	1.0	1604		
16+16	31+09	1491	CENTERLINE - FULL BARRIER	2		2982	

LANE REDUCTION ARROW STOP BAR

CENTERLINE (RT) - FULL BARRIER

STOP BAR

WHITE EDGE LINE (RT)

CENTERLINE (LT) - FULL BARRIER

WHITE EDGE LINE (LT)

CENTERLINE - FULL BARRIER

CENTERLINE - PARTIAL BARRIER

CENTERLINE - PARTIAL BARRIER

CENTERLINE - FULL BARRIER

CENTERLINE - PARTIAL BARRIER

CENTERLINE - PARTIAL BARRIER

CENTERLINE - FULL BARRIER

WHITE EDGE LINE (RT)

CENTERLINE - FULL BARRIER

STOP BAR

CENTERLINE - FULL BARRIER

WHITE EDGE LINE (LT)

STOP BAR

CENTERLINE - FULL BARRIER

WHITE EDGE LINE (RT)

WHITE EDGE LINE (LT)

CENTERLINE - FULL BARRIER

CENTERLINE - PARTIAL BARRIER

CENTERLINE - DASHED

CENTERLINE - PARTIAL BARRIEF

WHITE EDGE LINE (LT)

STOP BAR

WHITE EDGE LINE (RT)

CENTERLINE - FULL BARRIER

STOP BAR

CENTERLINE - PARTIAL BARRIER

CENTERLINE - PARTIAL BARRIER

CENTERLINE - DASHED

CENTERLINE - PARTIAL BARRIER

STOP BAR

WHITE EDGE LINE (RT)

CENTERLINE - FULL BARRIER

CENTERLINE - PARTIAL BARRIER

CENTERLINE - PARTIAL BARRIER

CENTERLINE - FULL BARRIER

STOP BAR

LANE REDUCTION ARROW

WHITE EDGE LINE (LT)

STOP BAR

CENTERLINE - FULL BARRIER

WHITE EDGE LINE (RT)

LANE REDUCTION ARROW

DASHED TRAVEL LANE LINE

COUNTY: ESSEX

TOWN OF TICONDEROGA

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CENTERLINE - FULL BARRIER

CENTERLINE - DASHED

2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8
ION	LENGTH (LF)	LINE TYPE	QUANTITY	ITEM 685.11 (LF)	ITEM 685.12 (LF)	ITEM 685.14 (EA)
ION	Col. 2 - Col. 1	LINE ITPE	FACTOR	Col. 3 * Col. 5	Col. 3 * Col. 5	
24	3063	WHITE EDGE LINE (RT)	1	3063		
1	31	STOP BAR	4.5	139		
61	1430	CENTERLINE - FULL BARRIER	2		2860	
8	1470	WHITE EDGE LINE (LT)	1	1470		
)4	1262	DASHED TRAVEL LANE LINE	0.25	315		
		LANE REDUCTION ARROW				1
37	19	STOP BAR	4.5	86		
0	1604	WHITE EDGE LINE (LT)	1.0	1604		
)9	1491	CENTERLINE - FULL BARRIER	2		2982	

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BRHABIISHOREOWIRFORTOLROAD, ROADWAY SURFACE PRESERVATION

LINE TOTALS :

STRIPING TABLE				
Col. 4	Col. 5	Col. 6	Col. 7	Col. 8
LINE TYPE	QUANTITY	ITEM 685.11 (LF)	ITEM 685.12 (LF)	ITEM 685.14 (EA)
LINETTPE	FACTOR	Col. 3 * Col. 5	Col. 3 * Col. 5	
WHITE EDGE LINE (RT)	1	3063		
STOP BAR	4.5	139		
ITERLINE - FULL BARRIER	2		2860	
WHITE EDGE LINE (LT)	1	1470		
SHED TRAVEL LANE LINE	0.25	315		
NE REDUCTION ARROW				1
STOP BAR	4.5	86		
WHITE EDGE LINE (LT)	1.0	1604		

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279

162

120

189

2140

2836

126

3375

126

90

1675

135

1567

240

134

46164

110

112

17548

1049

267

949

2868

1106

1234

472

308

66

76

781

209

688

548

521

384

263

1055

772

870

968

851

1930

3126

45069

PIN: 1760.50

UTIL QLVL = D

	1	
Col. 8		IT
685.14 (EA)		606
505.14 (LA)		606.1
		606.1
		606.1
		606
		606
	-	
1	-	SHOP BENDIN

606.100002		BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MIT				MITE		
606.120101			BOX BEAM END PIECE					
606.120201			BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE II.					
606.70		REMOVING AND DISPOSING CABLE GUIDE RAILING						
606.79		REMOVING AND DISPOSING ANCHORAGE UNITS FOR CABLE			BLE G			
BENDING OR MTIREING - RADII IS OVER 20 AND UNDER 720 FEET								
		GUIDE RAIL REMOVAL TABLE						
		STATION TO STATION			606.70	606.	.79	
	STA			SIDE				

1+06

3+98

4+88

8+35

10+40

14+06

15+37

15+75

31+22

31+49

33+41

38+49

41+17

42+55

48+19

53+50

58+23

116+30

116+41

119+51

119+52

141+54

148+58

175+60

181+12

184+68

186+53

186+66

189+65

190+69

191+45

192+78

193+53

194+21

195+03

195+40

204+66

205+27

CULVERTS

BRIDGES

1+47

4+27

5+25

8+50

10+74

14+25

15+62

16+05

31+45

31+70

33+63

38+70

41+27

42+83

48+34

53+73

58+42

122+14

116+95

120+28

142+17

150+30

176+31

181+27

184+87

196+88

186+78

190+86

191+55

192+91

193+65

194+38

195+30

195+40

204+95

205+74

R M1	IREIN	G - RADII I	S OVER 20	AND UNDE	R 720	FEET		
	GUIDE RAIL REMOVAL TABLE							
	стл	TION TO	NOITAT2	SIDE	606	ŝ.70	606.	79
	314	TION TO	STATION	SIDE	L	.F	EAC	H
		8+01 TO 1	.1+22	RT	32	7.8	2	
	;	27+15 TO	31+16	RT	44	6.5	2	
	:	29+32 TO 3	31+52	LT	28	8.8	2	
L	(65+94 TO	71+15	LT	52	1.2	2	
	(66+15 TO	71+21	RT	55	8.2	2	
		73+23 TO	74+58	LT	13	5.6	2	
		75+15 TO	76+21	RT	16	1.8	2	
L	9	1+30 TO 1	.00+38	LT	89	8.2	2	
	9	1+94 TO 1	.00+52	RT	86	6.7	2	
	12	27+63 TO :	131+83	RT	41	9.7	2	
	12	27+64 TO	131+10	LT	34	5.8	2	
	14	44+44 TO :	149+17	LT	51	9.0	2	
	14	47+58 TO :	150+87	RT	32	8.9	2	
	1	55+94 TO :	166+41	LT	104	17.0	2	
	11	C.16 TO	100.00	DT	10/	12 0	1	

ITIREING - RADII IS OVER 20 AND UNDER 720 FEET							
GUIDE RAIL REMOVAL TABLE							
STATION TO STATION	SIDE	606.70	606.79				
STATION TO STATION	SIDE	LF	EACH				
8+01 TO 11+22	RT	327.8	2				
27+15 TO 31+16	RT	446.5	2				
29+32 TO 31+52	LT	288.8	2				
65+94 TO 71+15	LT	521.2	2				
66+15 TO 71+21	RT	558.2	2				
73+23 TO 74+58	LT	135.6	2				
75+15 TO 76+21	RT	161.8	2				
91+30 TO 100+38	LT	898.2	2				
91+94 TO 100+52	RT	866.7	2				
127+63 TO 131+83	RT	419.7	2				
127+64 TO 131+10	LT	345.8	2				
144+44 TO 149+17	LT	519.0	2				
147+58 TO 150+87	RT	328.9	2				
155+94 TO 166+41	LT	1047.0	2				
156+16 TO 166+59	RT	1043.0	2				
182+41 TO 186+35	RT	397.1	2				
TOTALS		8305.2	32.0				
TABLE OF SAMCUTTING							

GUIDE RAIL REMOVAL TABLE STATION TO STATION SIDE 606.70 606.79 LF EACH 8+01 TO 11+22 RT 327.8 2 27+15 TO 31+16 RT 446.5 2 29+32 TO 31+52 LT 288.8 2 65+94 TO 71+15 LT 521.2 2 66+15 TO 71+21 RT 558.2 2 73+23 TO 74+58 LT 135.6 2 75+15 TO 76+21 RT 161.8 2 91+30 TO 100+38 LT 898.2 2 91+94 TO 100+52 RT 866.7 2 127+63 TO 131+83 RT 419.7 2 127+64 TO 131+10 LT 345.8 2 144+44 TO 149+17 LT 519.0 2 147+58 TO 150+87 RT 328.9 2 155+94 TO 166+41 LT 1047.0 2 156+16 TO 166+59 RT 1043.0 2 182+41 TO 186+35 RT
STATION TO STATION SIDE
B+01 TO 11+22
27+15 TO 31+16 RT 446.5 2 29+32 TO 31+52 LT 288.8 2 65+94 TO 71+15 LT 521.2 2 66+15 TO 71+21 RT 558.2 2 73+23 TO 74+58 LT 135.6 2 75+15 TO 76+21 RT 161.8 2 91+30 TO 100+38 LT 898.2 2 91+94 TO 100+52 RT 866.7 2 127+63 TO 131+83 RT 419.7 2 127+64 TO 131+10 LT 345.8 2 144+44 TO 149+17 LT 519.0 2 147+58 TO 150+87 RT 328.9 2 155+94 TO 166+41 LT 1047.0 2 156+16 TO 166+59 RT 1043.0 2
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TOTALS 8305.2 32.0
TABLE OF SAWCUTTING
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MISCELLANEOUS TABLES AND DETAILS

GPERENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS

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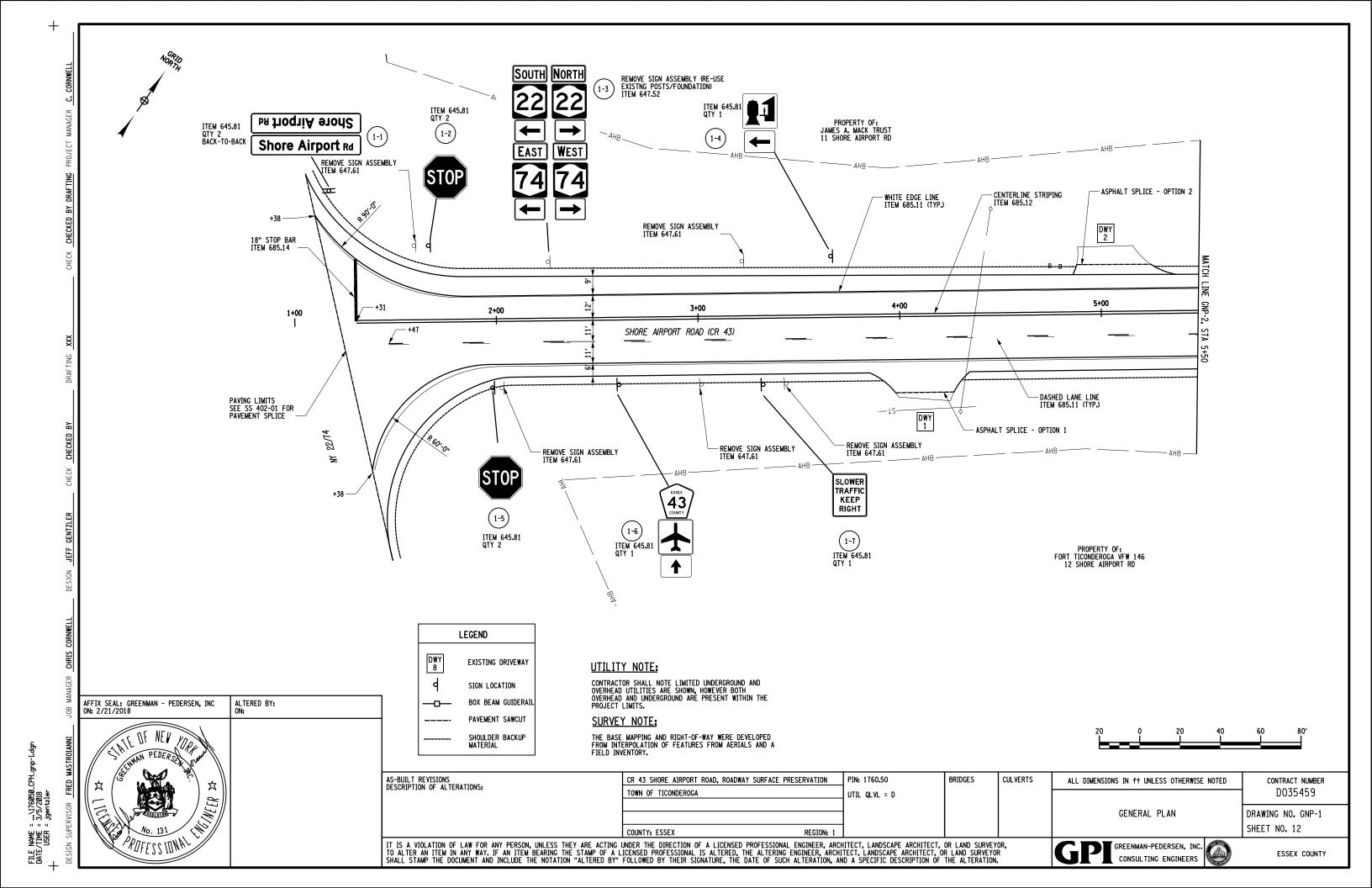
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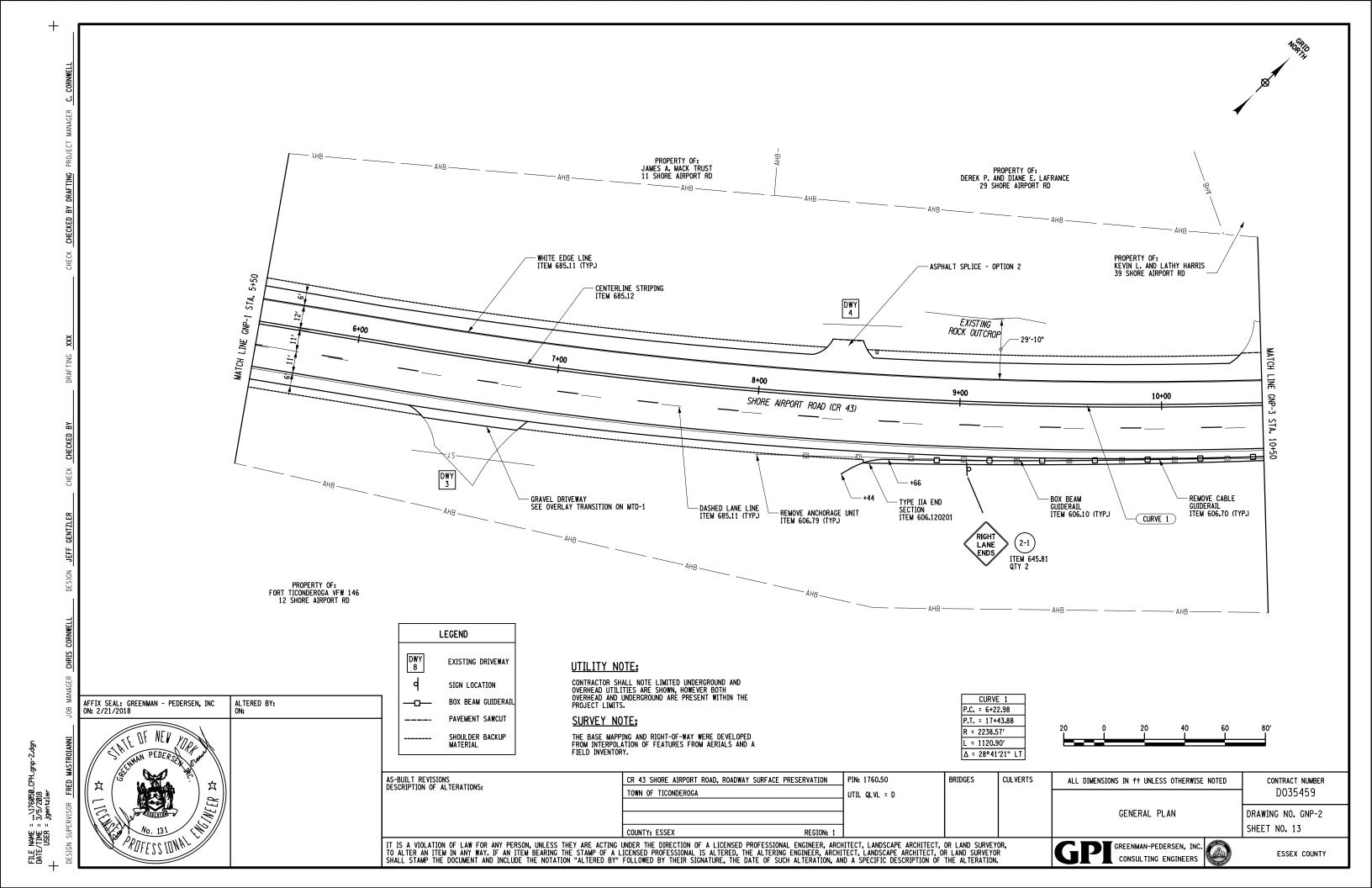
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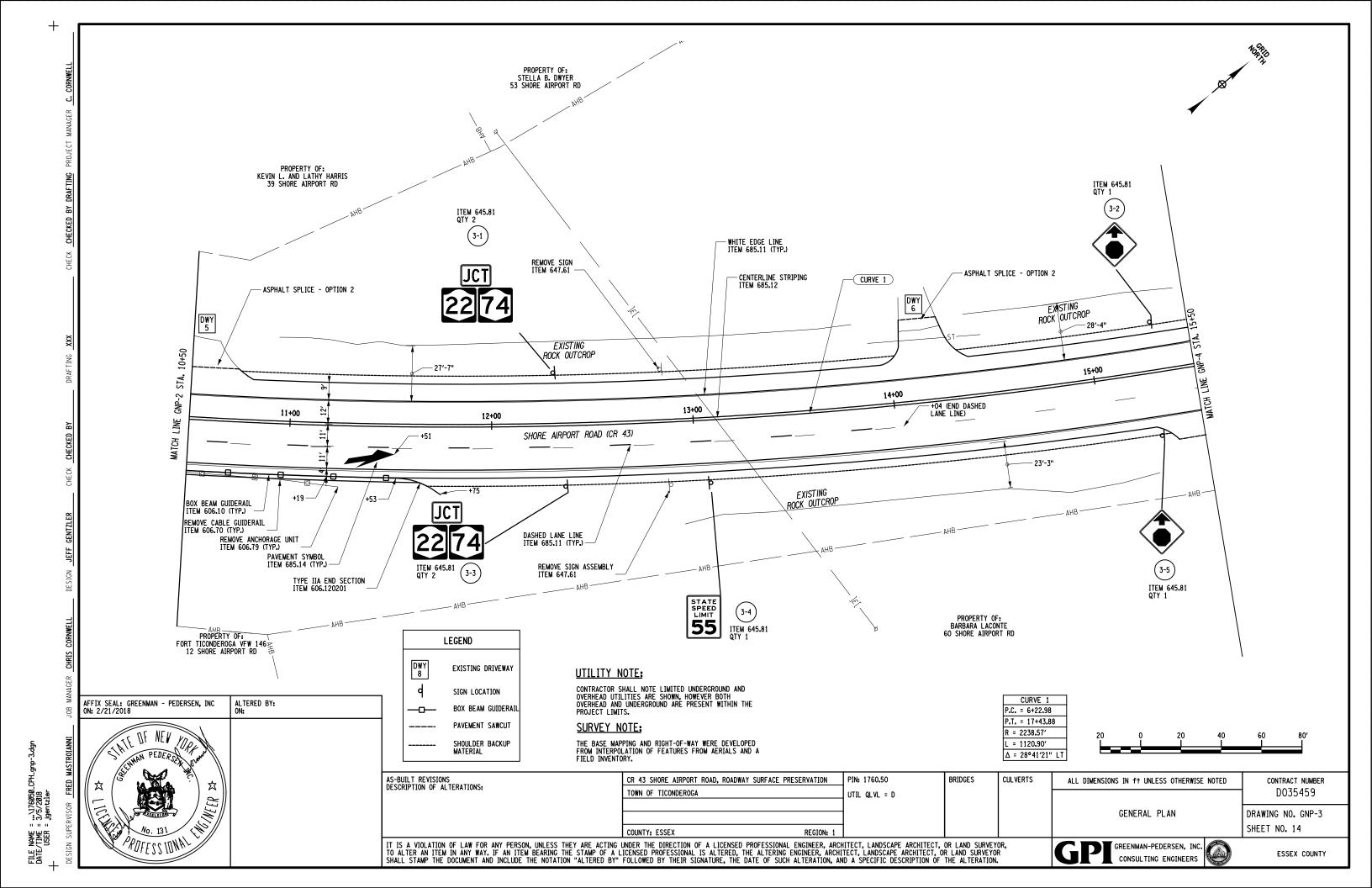
ESSEX COUNTY

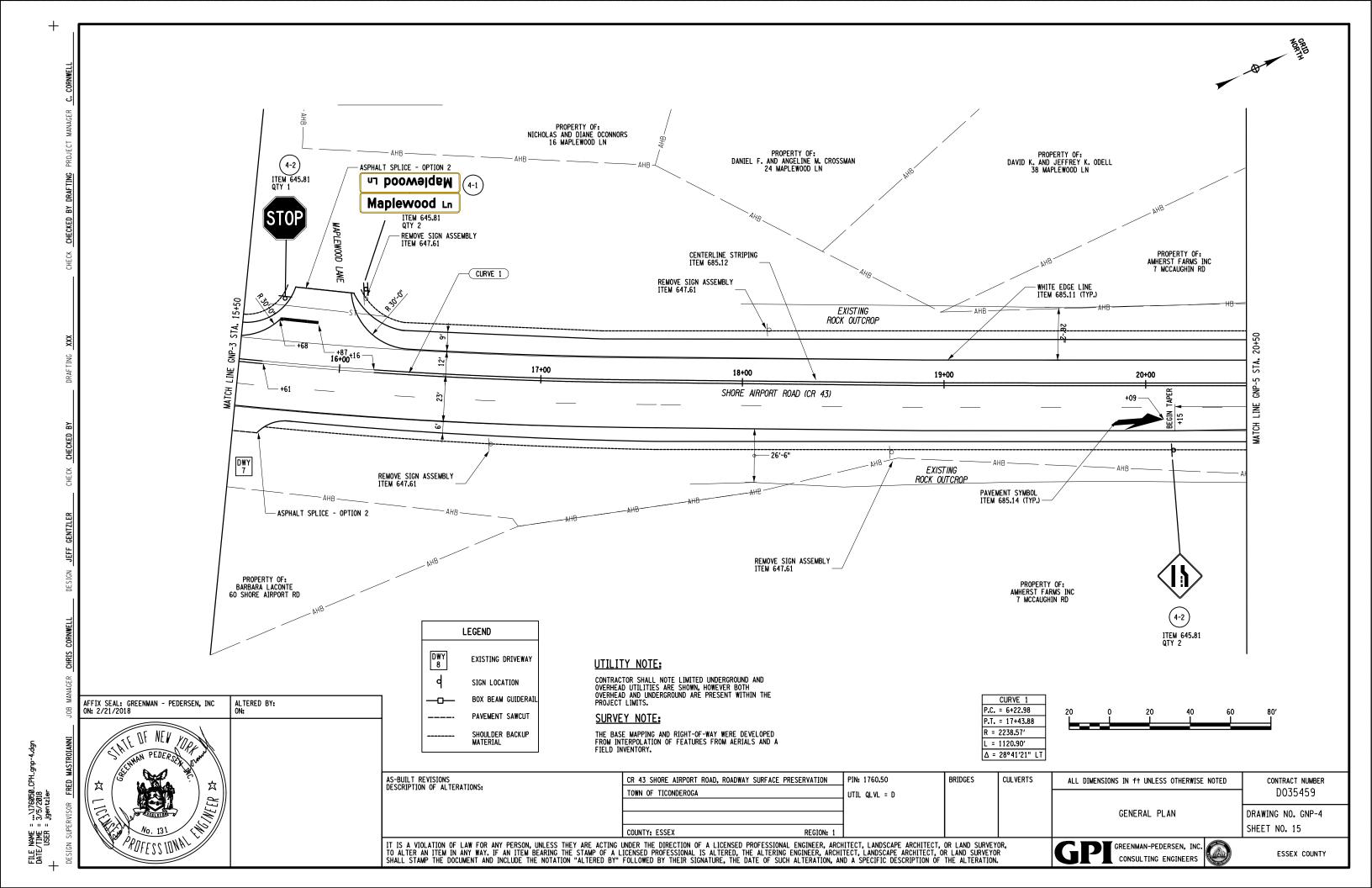
DRAWING NO. MTD-2 SHEET NO. 11

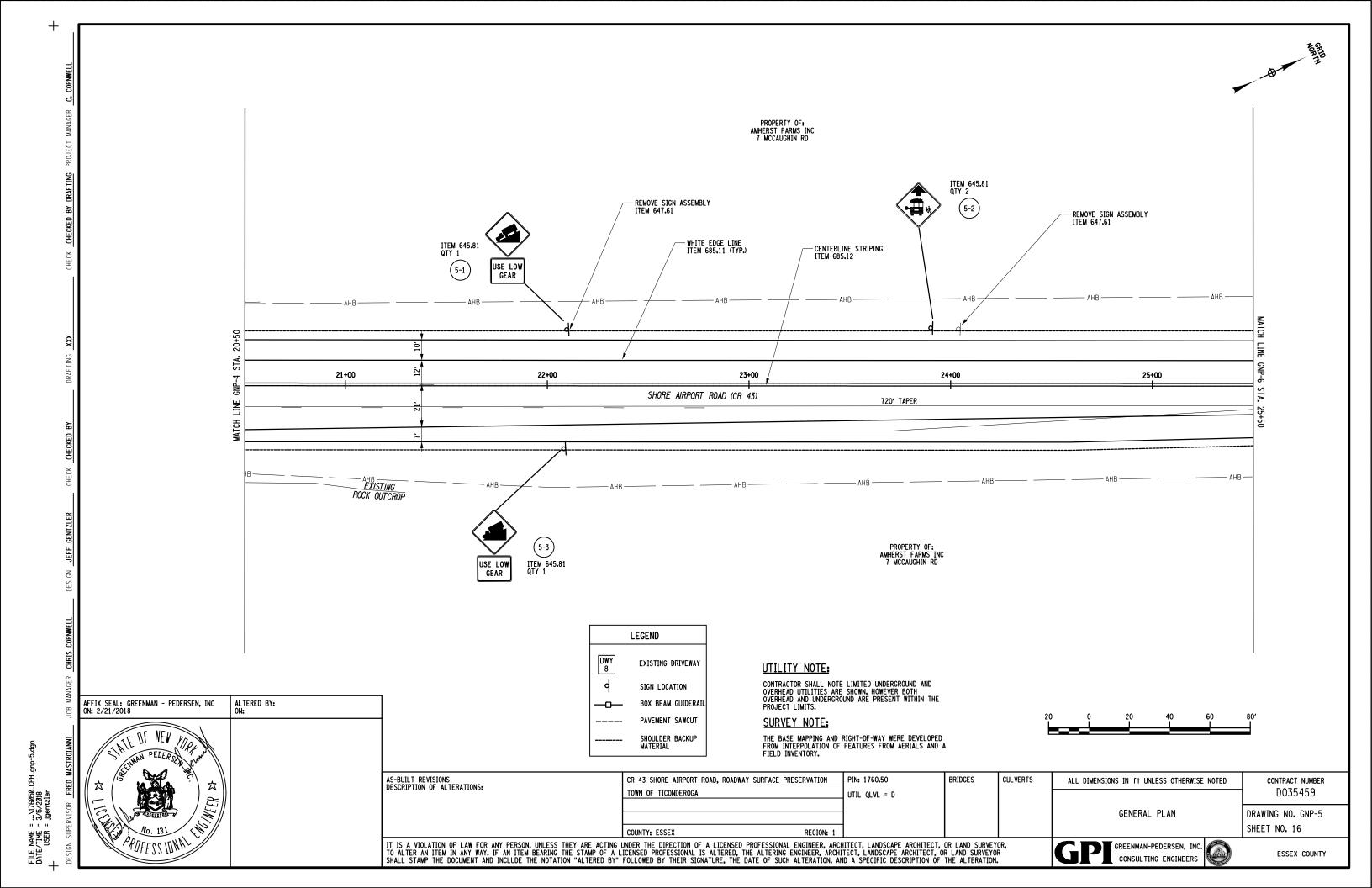
GUIDE RAIL ITEMS				
ITEM	DESCRIPTION			
606.10	BOX BEAM GUIDE RAILING			
606.100002	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED)			
606.120101	BOX BEAM END PIECE			
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA			
606.70	REMOVING AND DISPOSING CABLE GUIDE RAILING			
606.79	REMOVING AND DISPOSING ANCHORAGE UNITS FOR CABLE GUIDE RAILING			

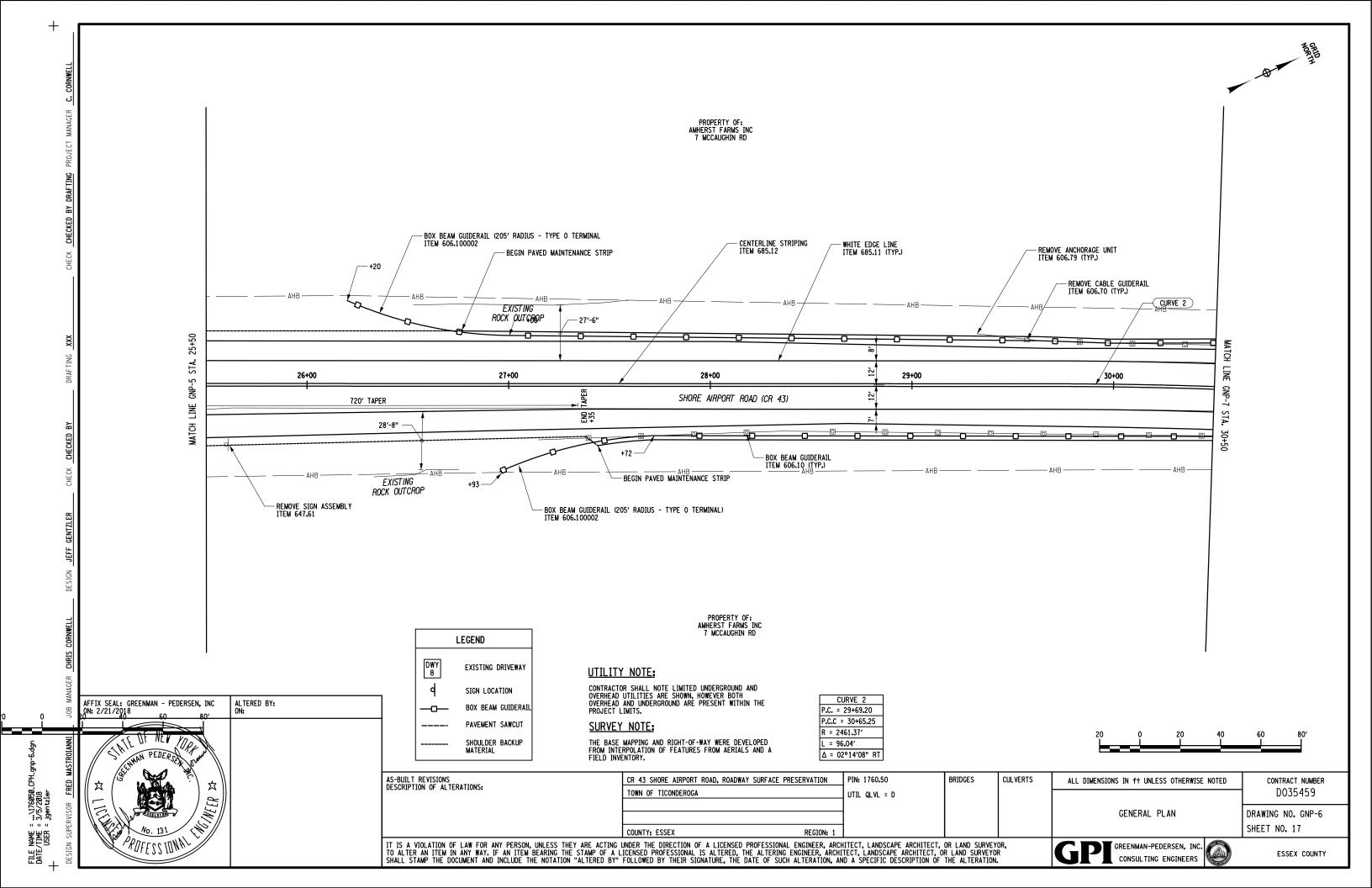


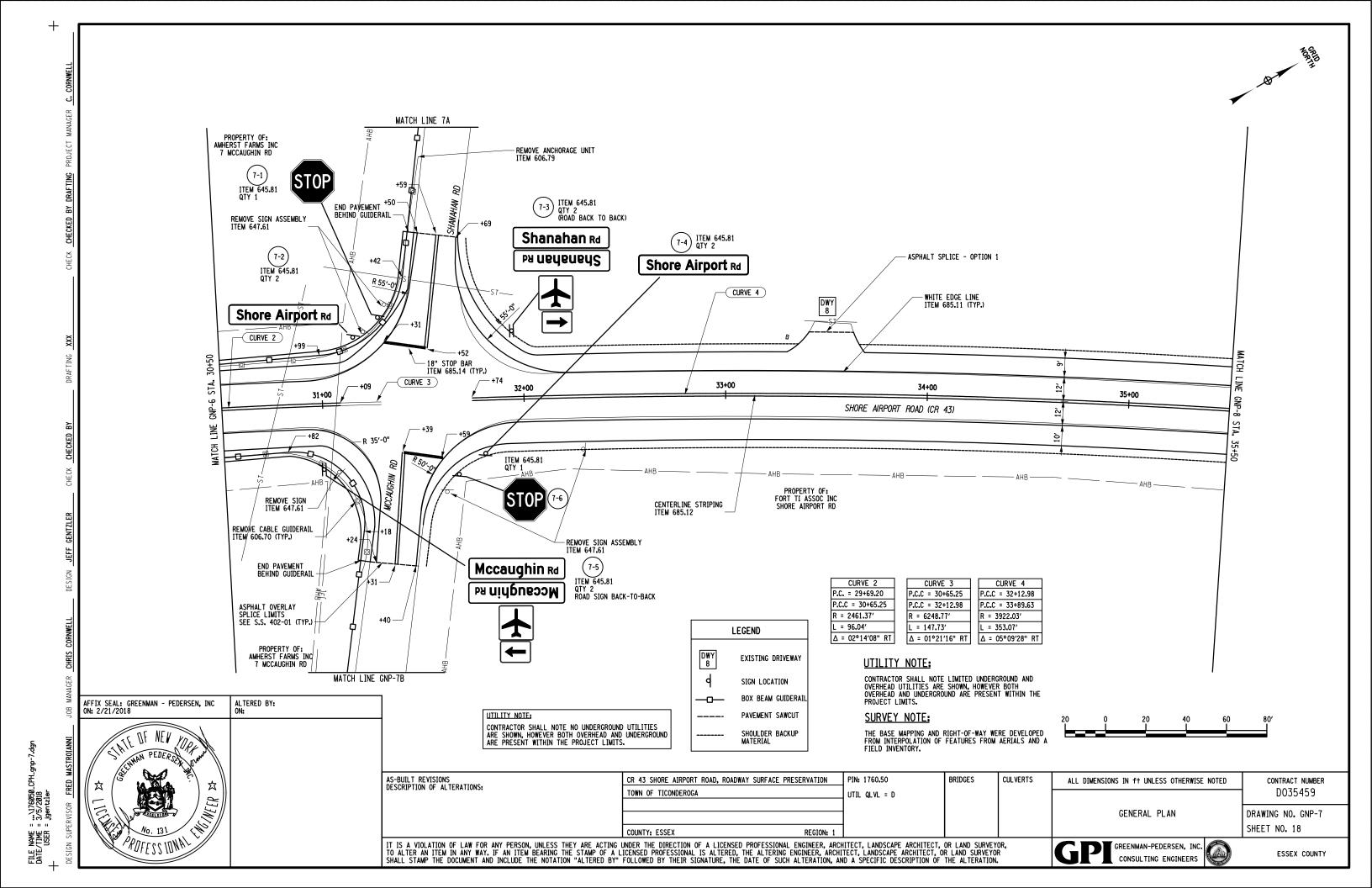


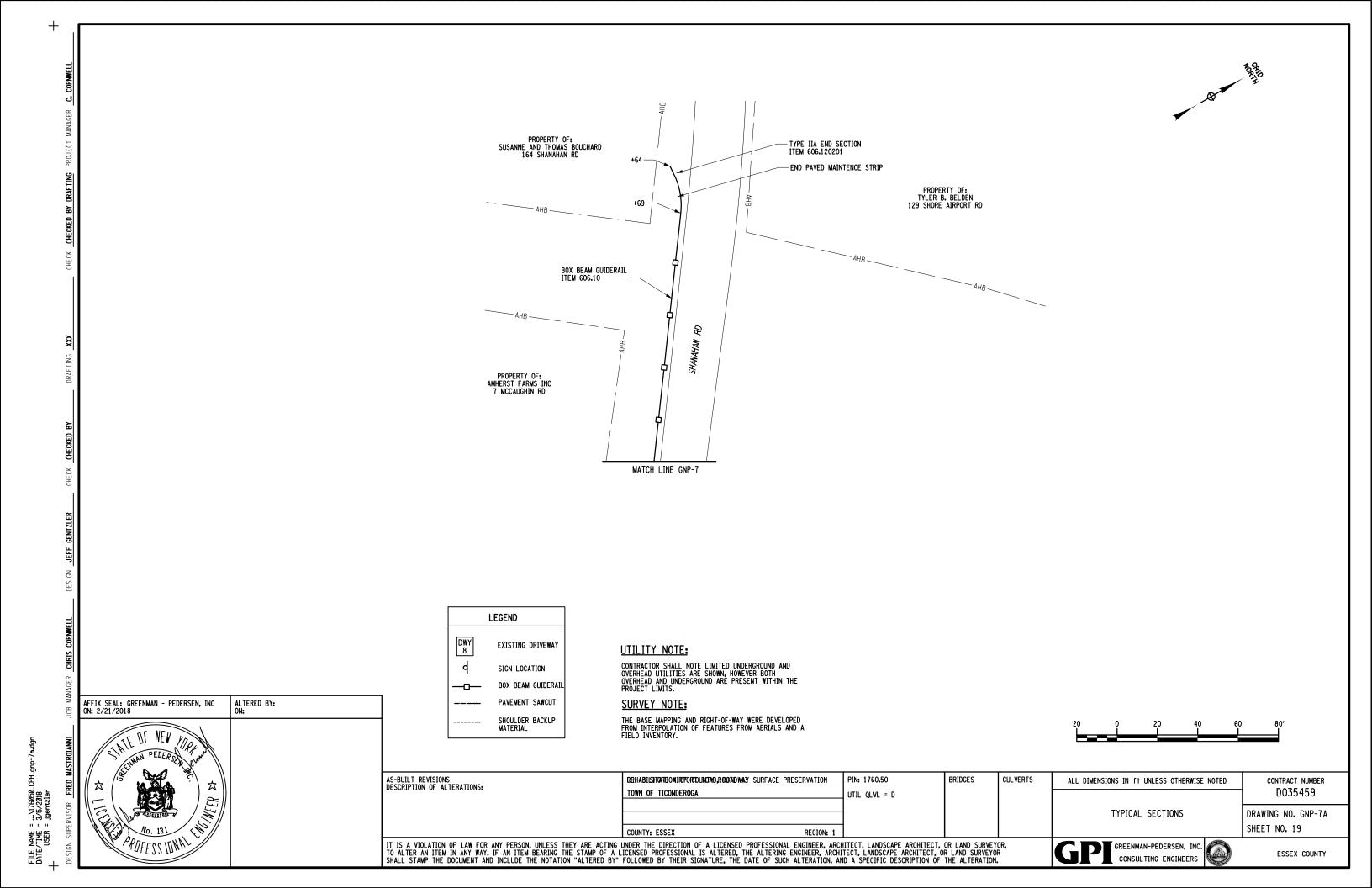




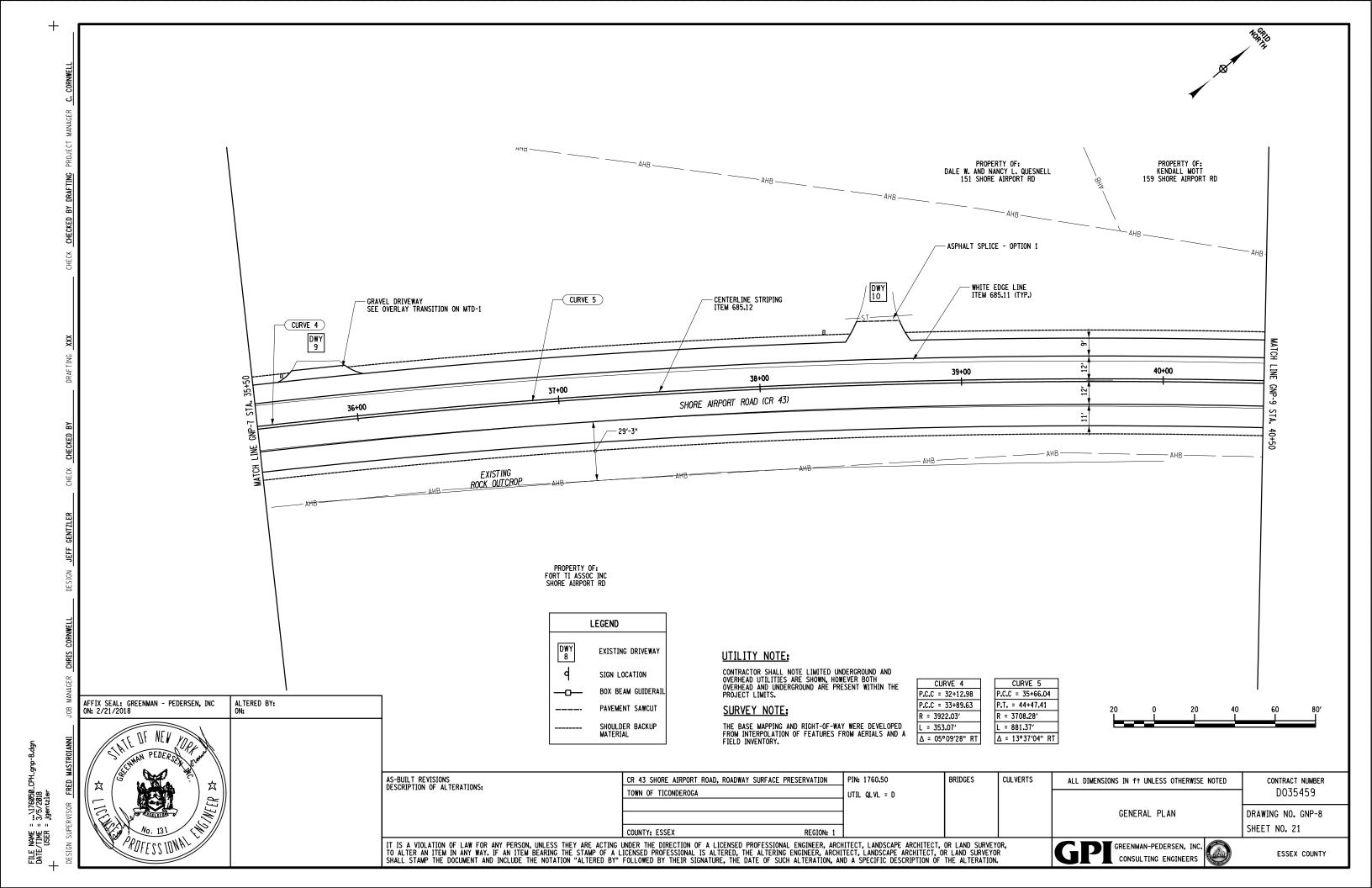


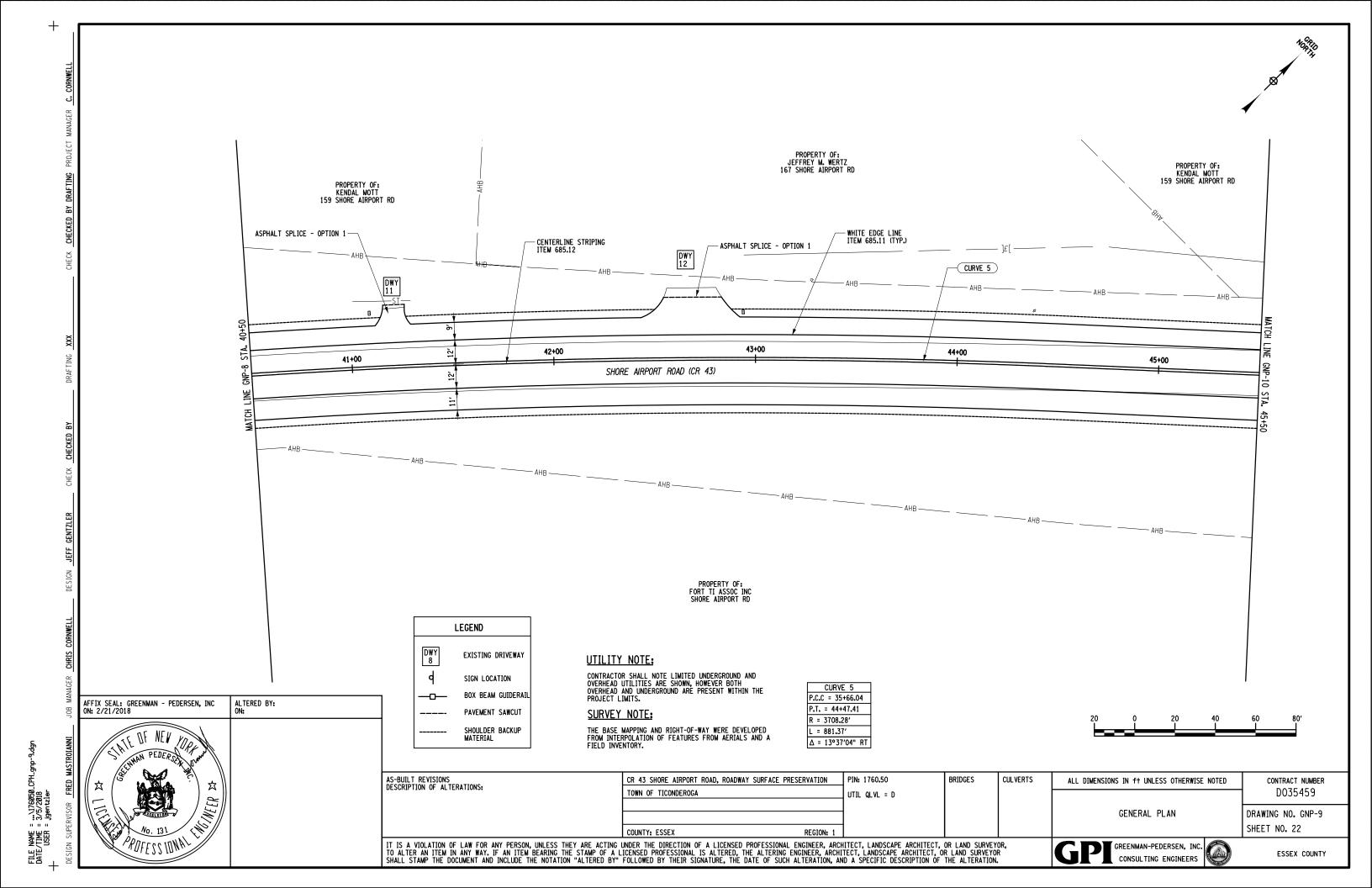


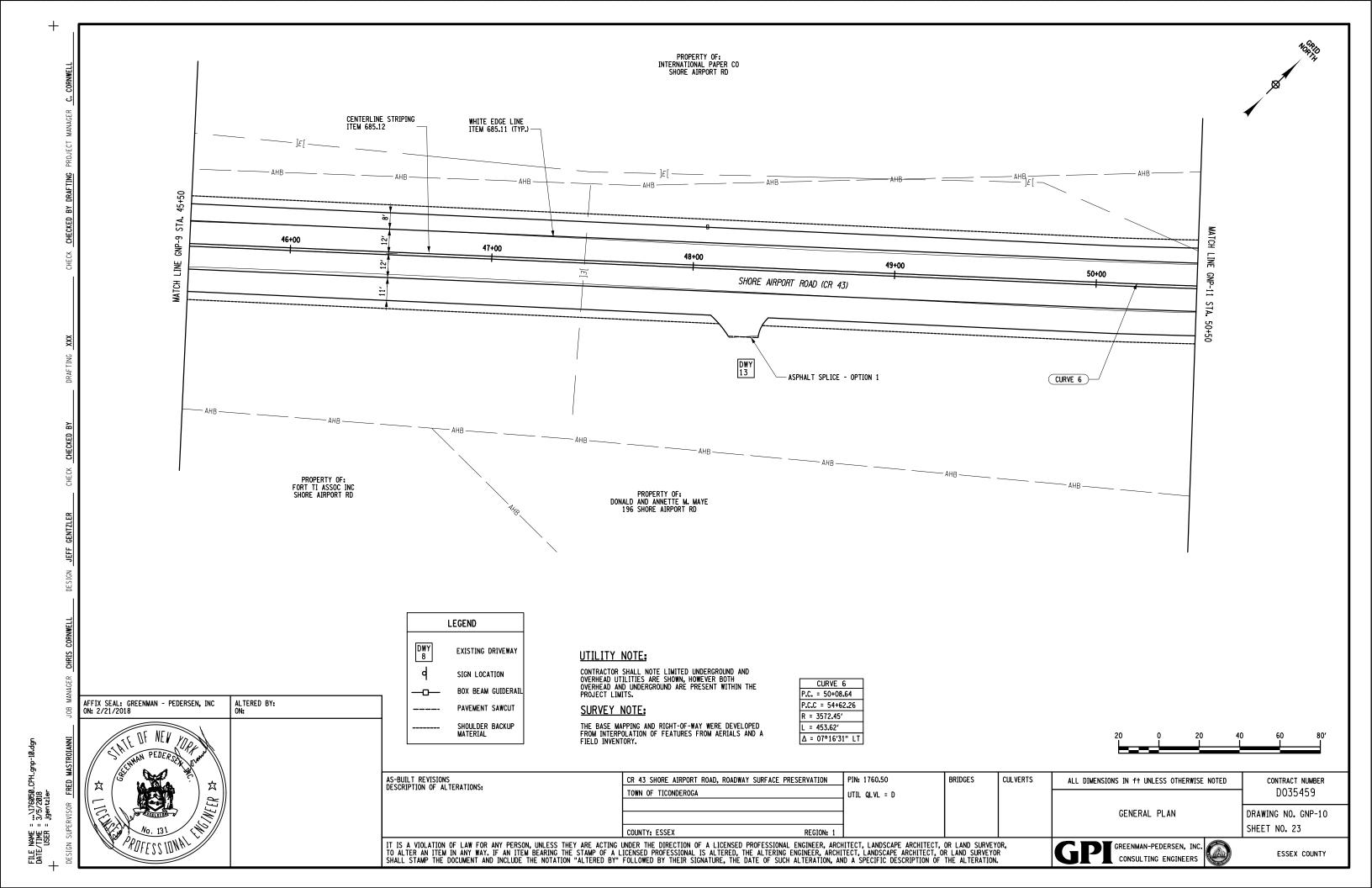


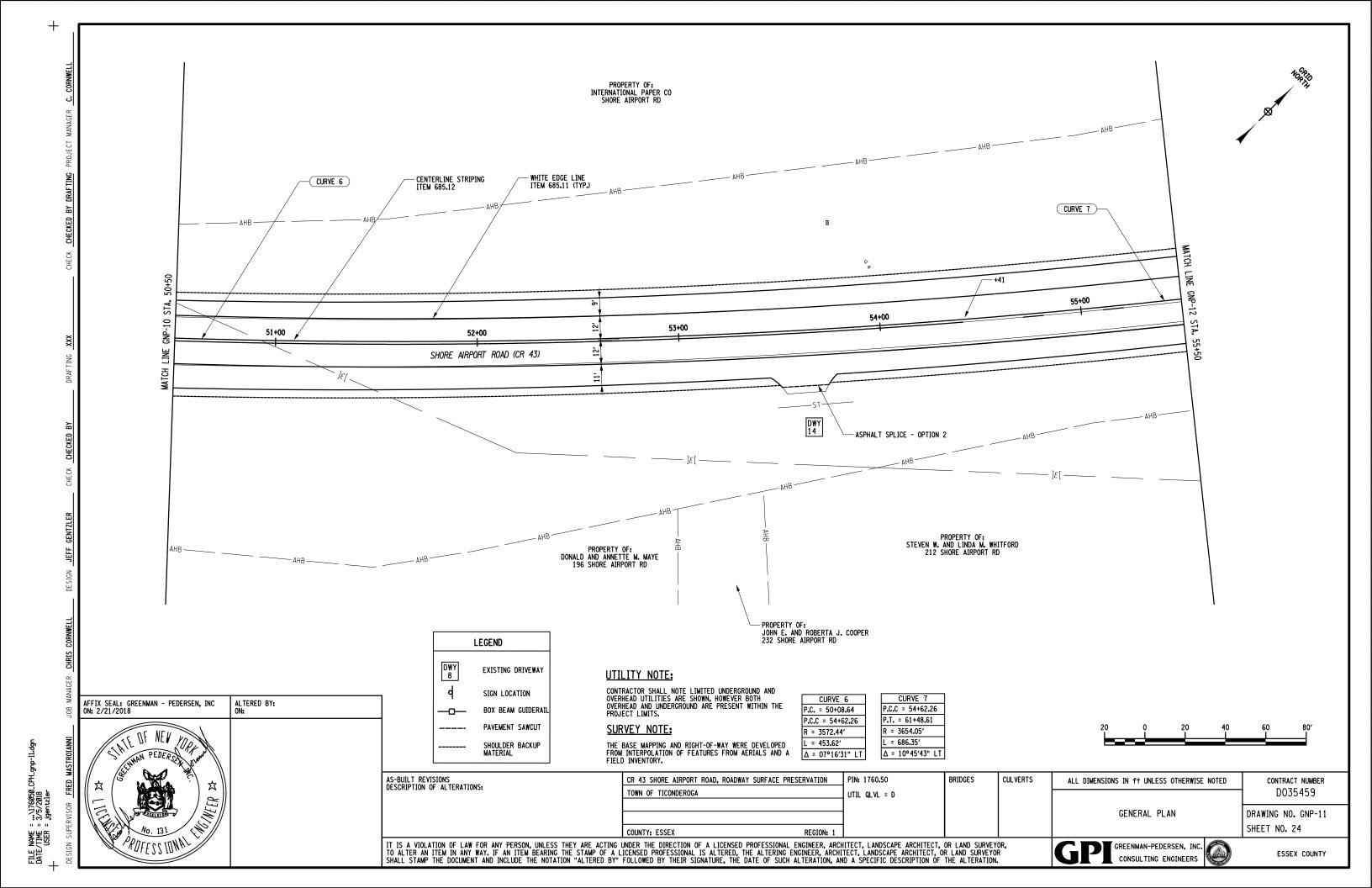


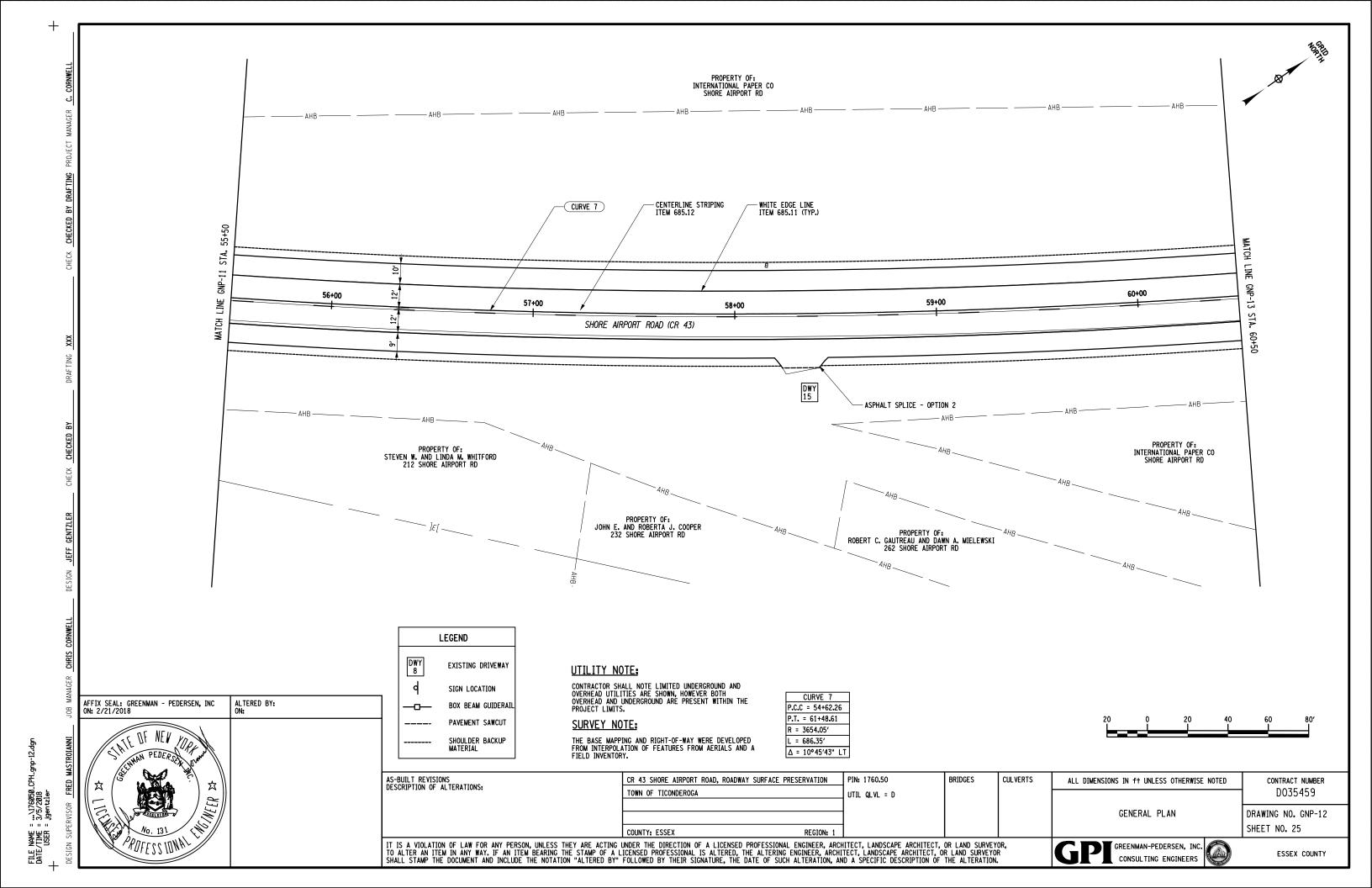
MATCH LINE GNP-7 PROPERTY OF: AMHERST FARMS INC 7 MCCAUGHIN RD -BOX BEAM GUIDERAIL ITEM 606.10 +78 -PROPERTY OF: FORT TI ASSOC INC SHORE AIRPORT RD TYPE IIA END SECTION ITEM 606.120201 - END PAVED MAINTENANCE STRIP LEGEND EXISTING DRIVEWAY **UTILITY NOTE:** CONTRACTOR SHALL NOTE LIMITED UNDERGROUND AND OVERHEAD UTILITIES ARE SHOWN, HOWEVER BOTH OVERHEAD AND UNDERGROUND ARE PRESENT WITHIN THE PROJECT LIMITS. SIGN LOCATION BOX BEAM GUIDERAIL AFFIX SEAL: GREENMAN - PEDERSEN, INC ON: 2/21/2018 ALTERED BY: ON: PAVEMENT SAWCUT **SURVEY NOTE:** SHOULDER BACKUP MATERIAL THE BASE MAPPING AND RIGHT-OF-WAY WERE DEVELOPED FROM INTERPOLATION OF FEATURES FROM AERIALS AND A FIELD INVENTORY. STATE OF NEW YORK AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS: PIN: 1760.50 BRIDGES CULVERTS CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED CONTRACT NUMBER D035459 TOWN OF TICONDEROGA UTIL QLVL = D GENERAL PLAN DRAWING NO. GNP-7B SHEET NO. 20 COUNTY: ESSEX IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION. GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS ESSEX COUNTY

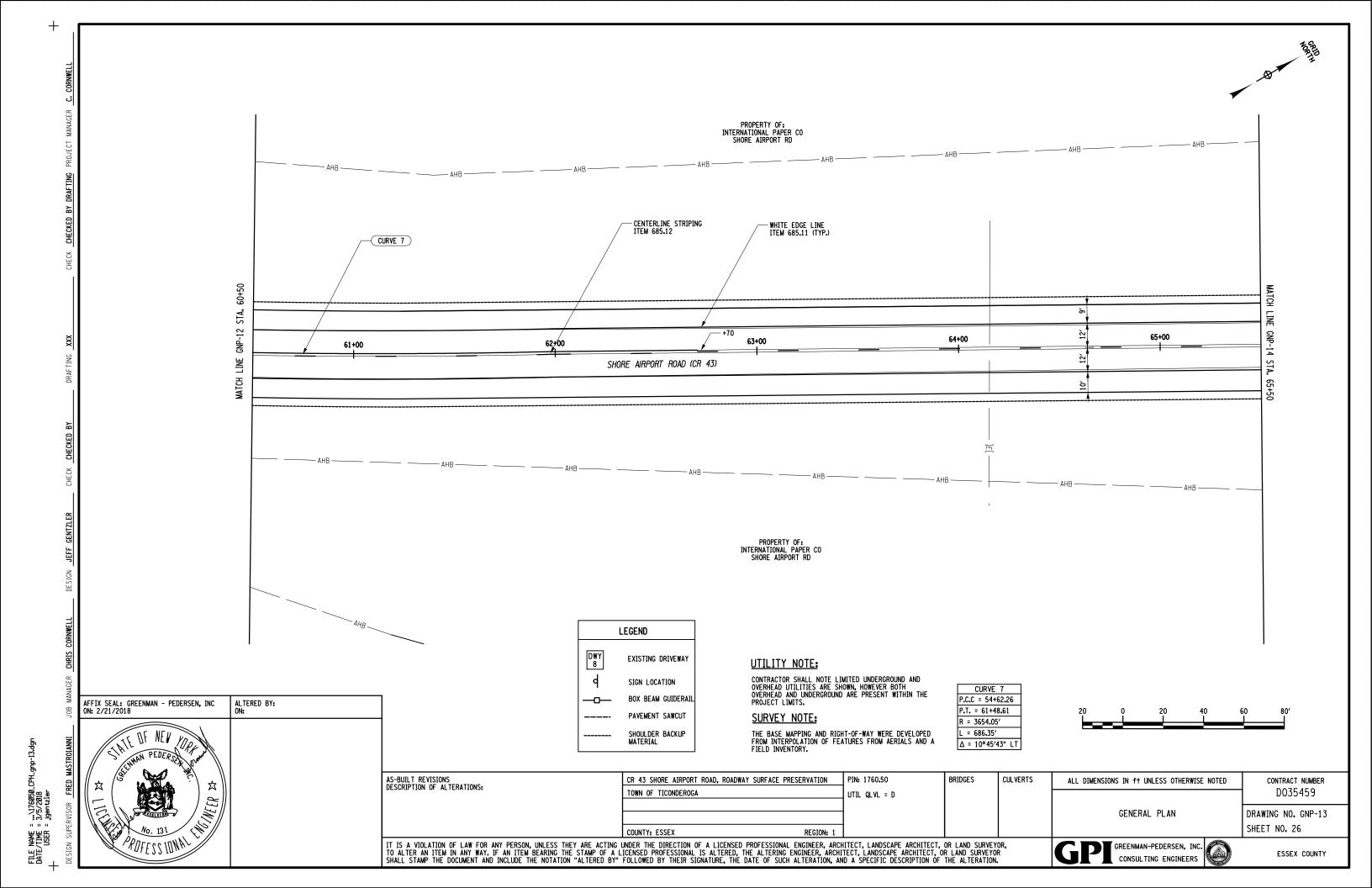


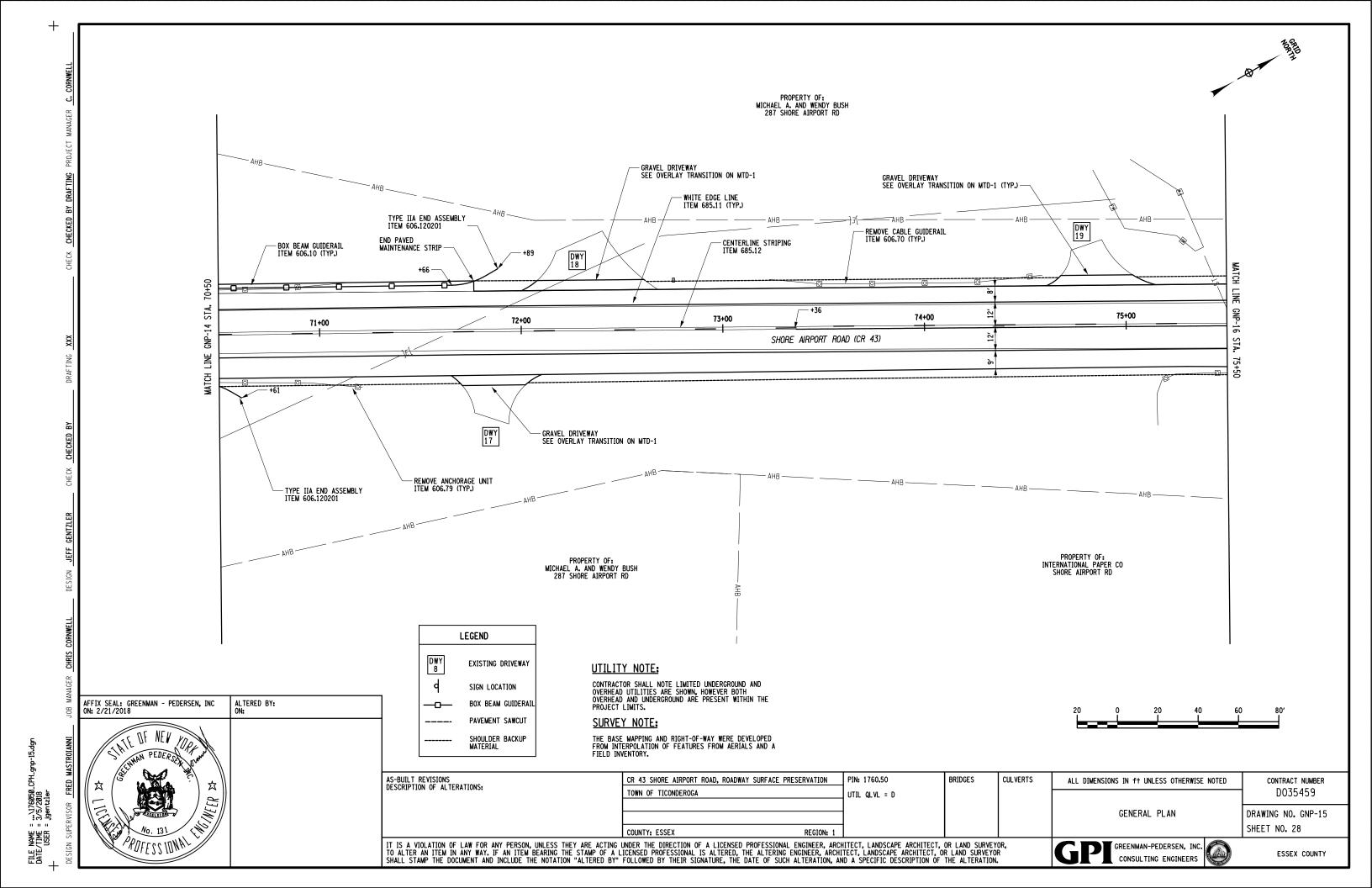


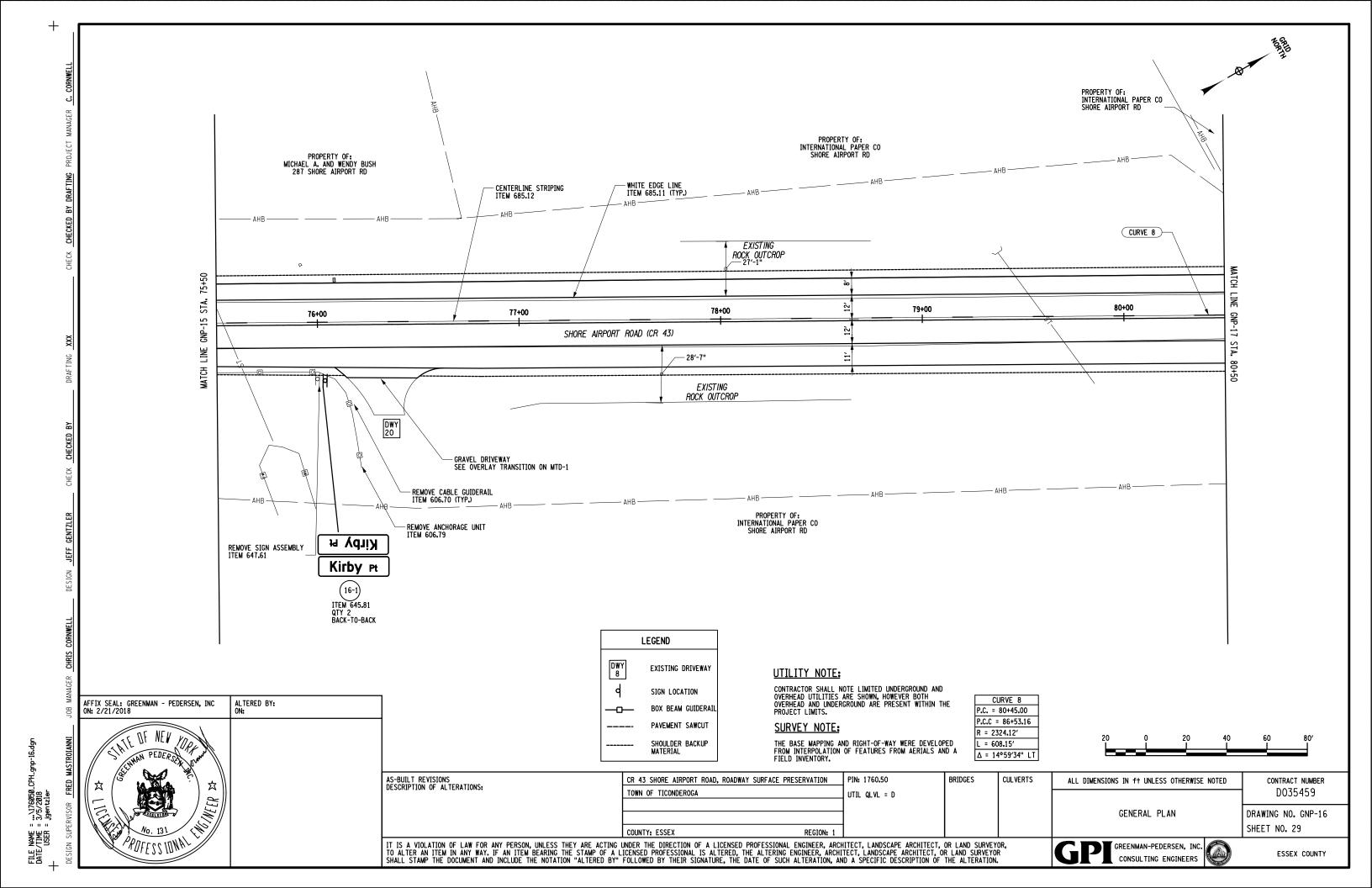


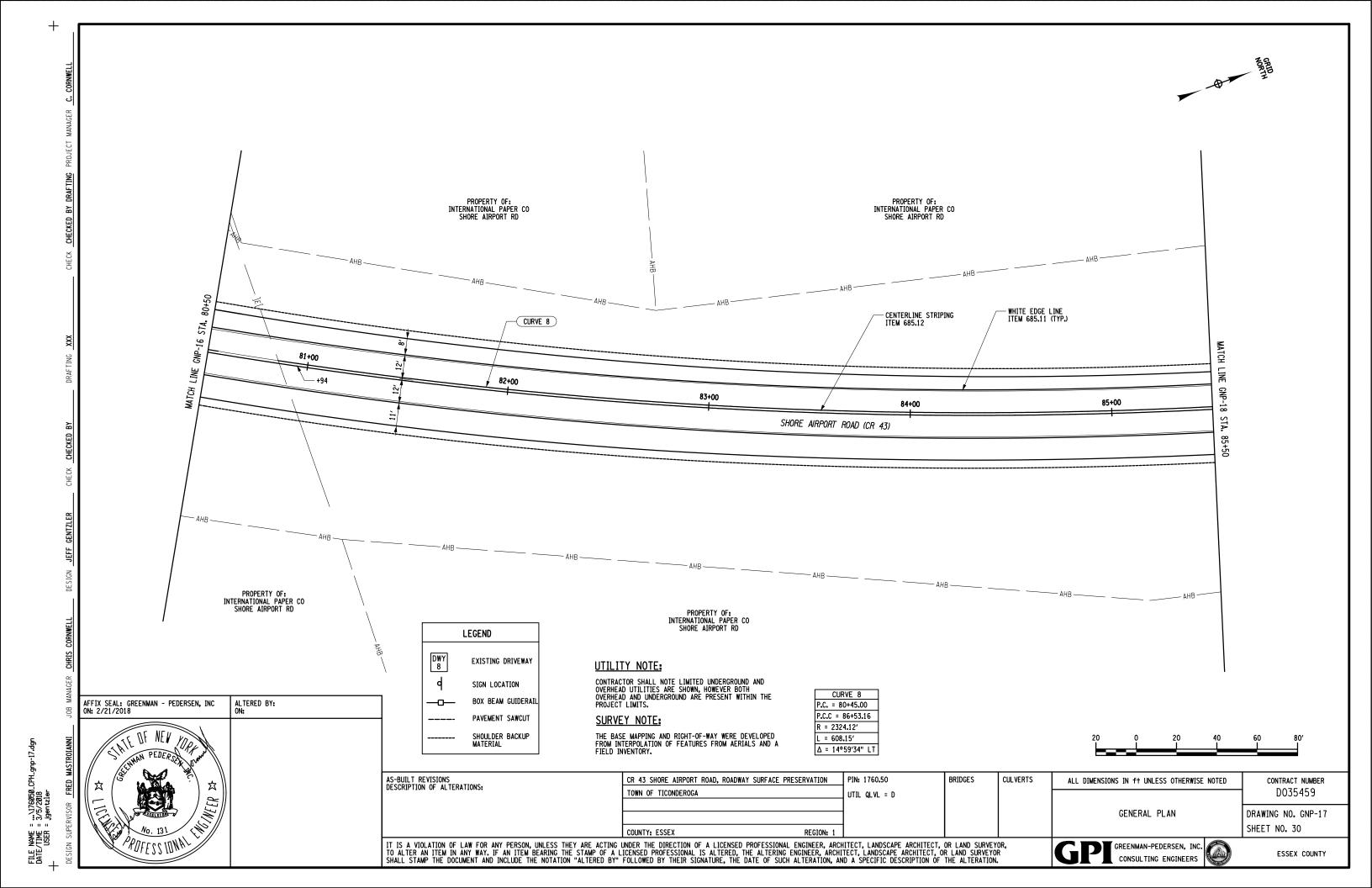


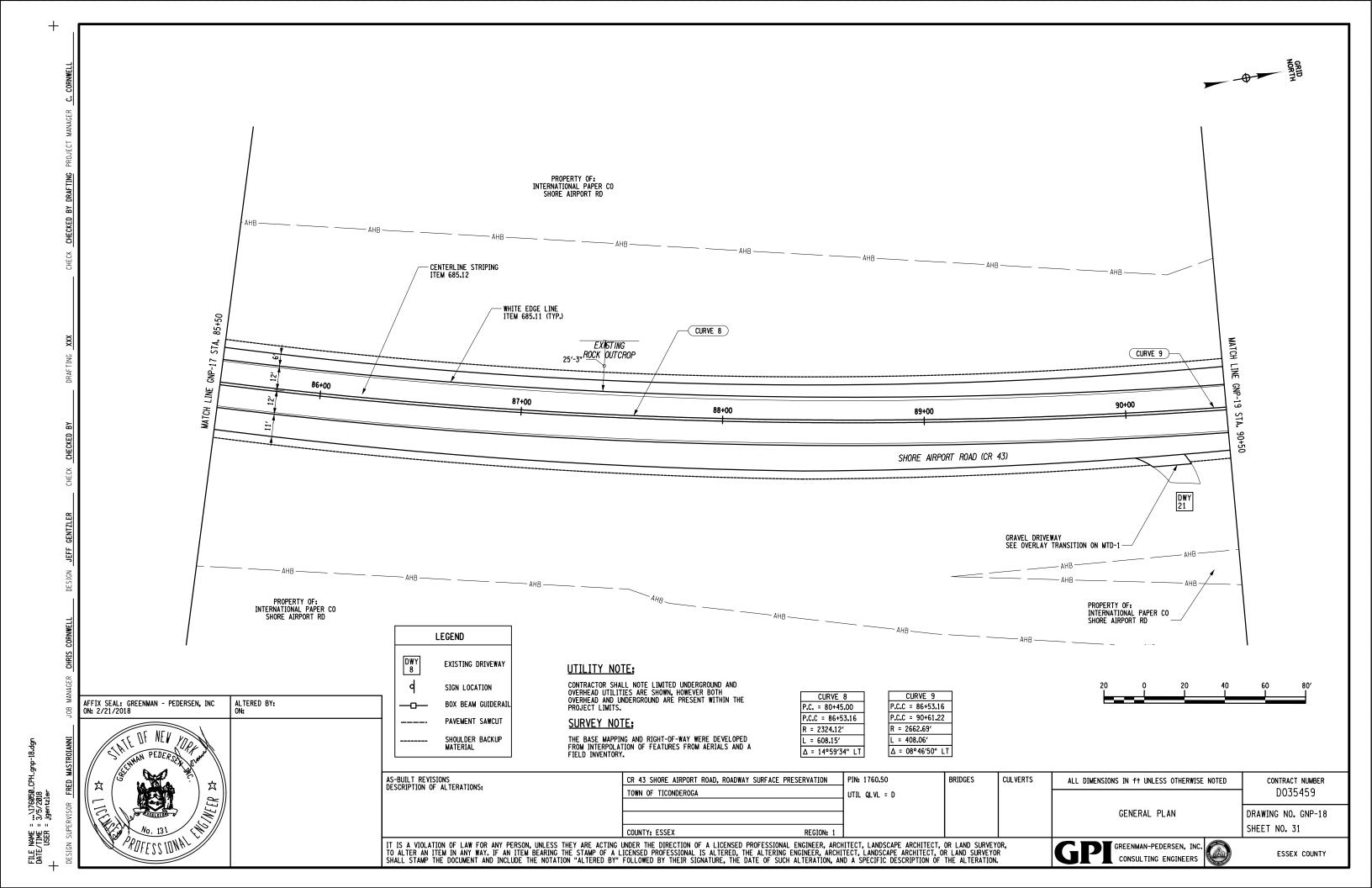


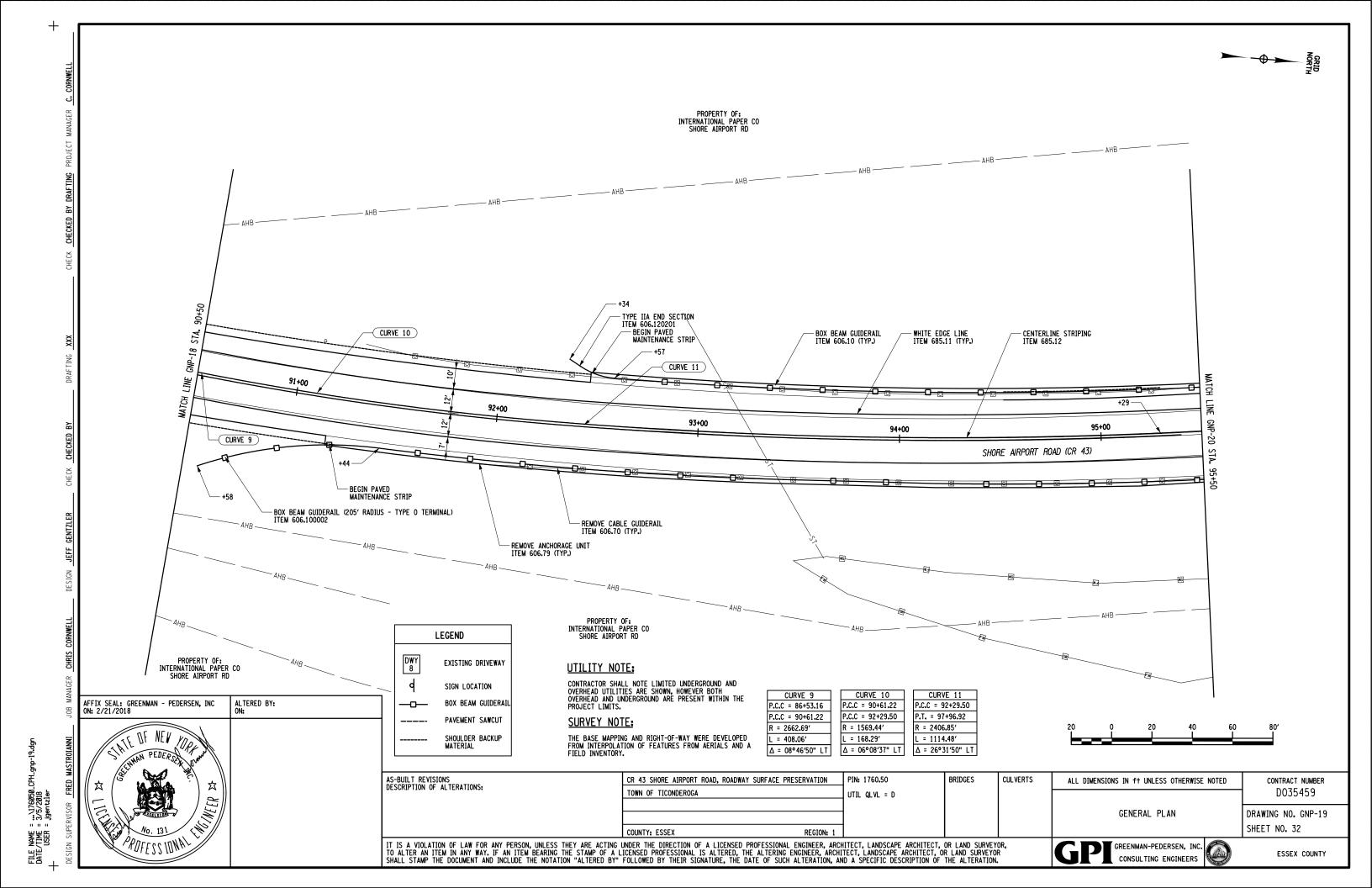


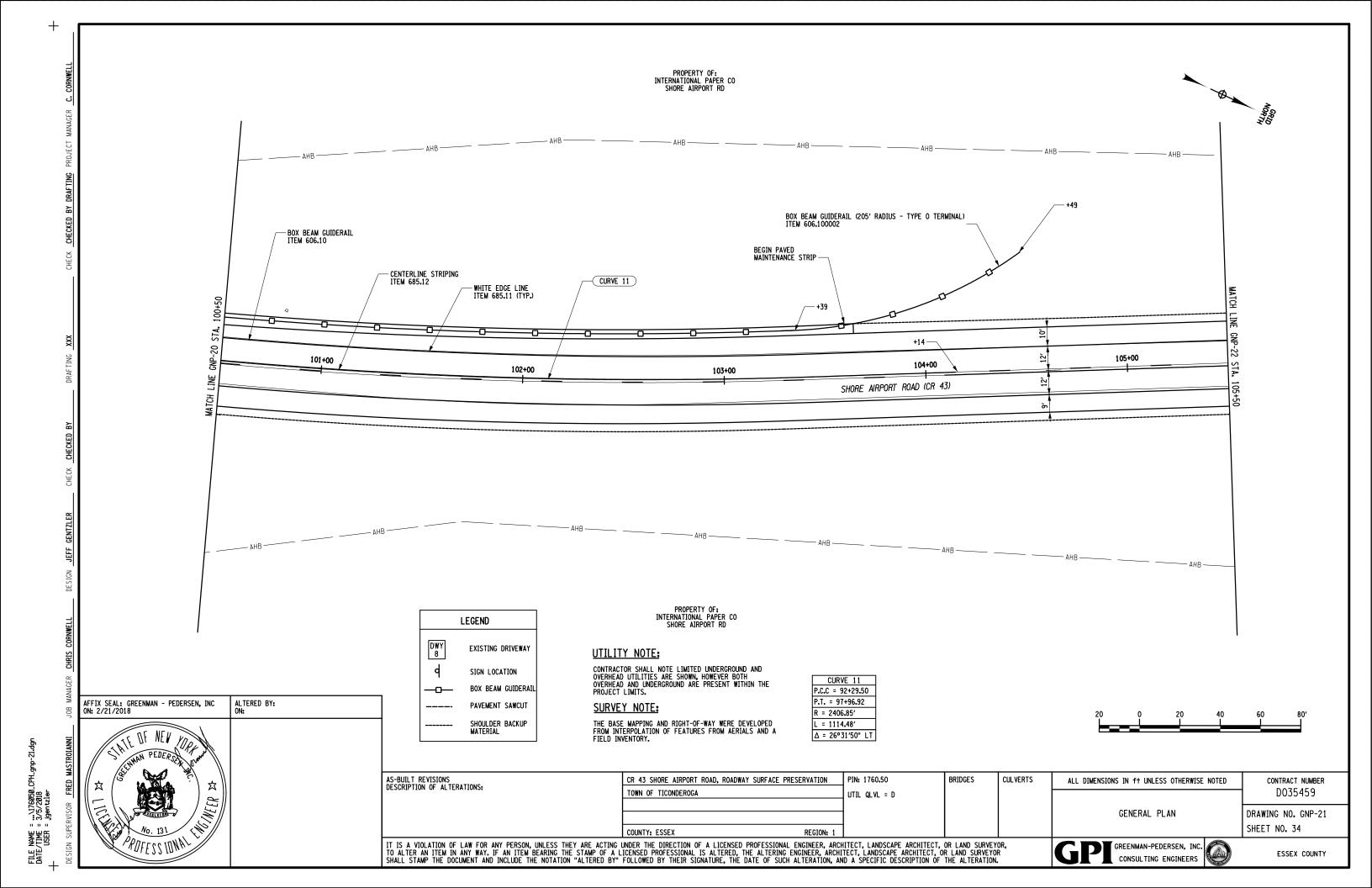


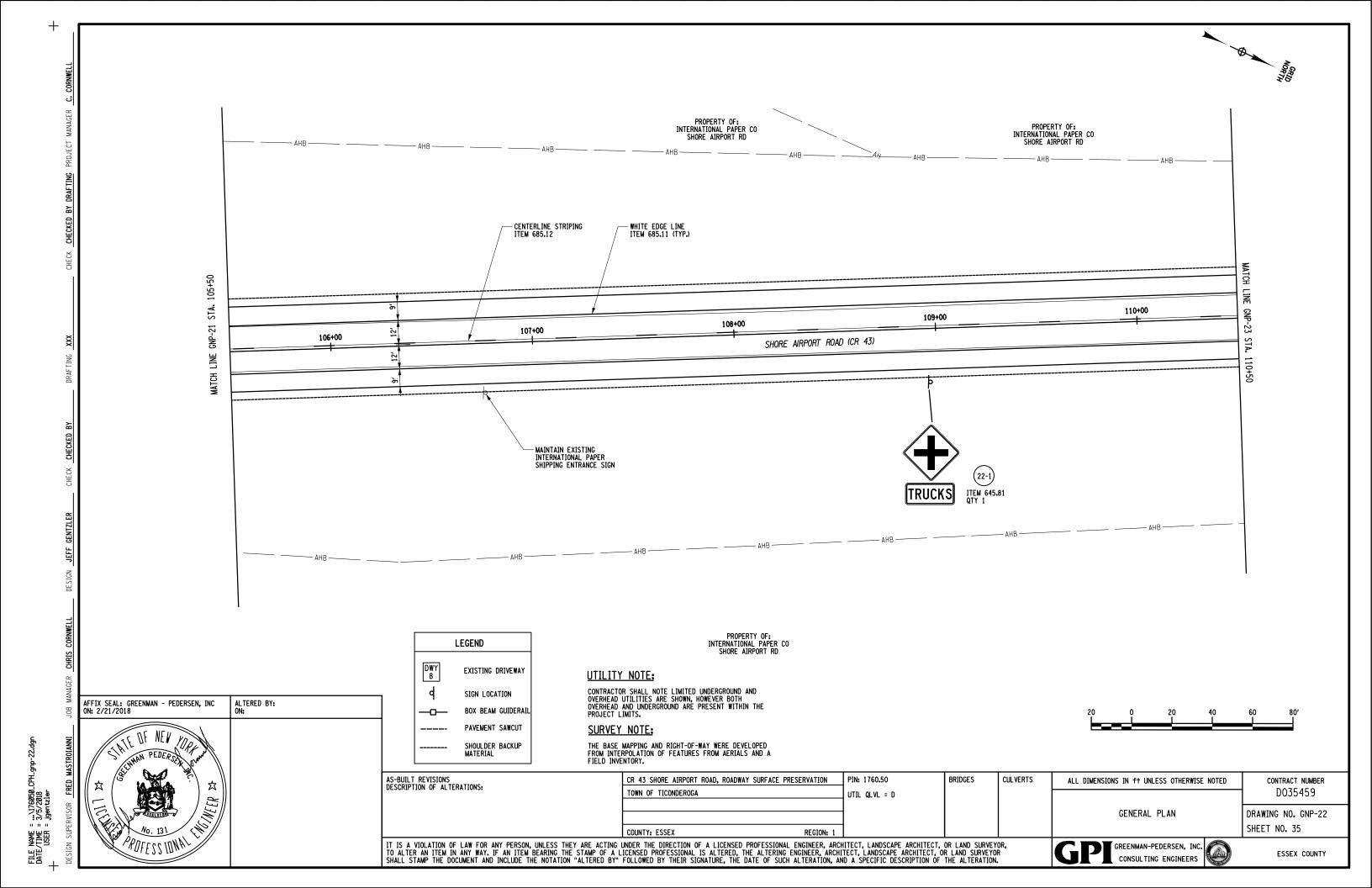


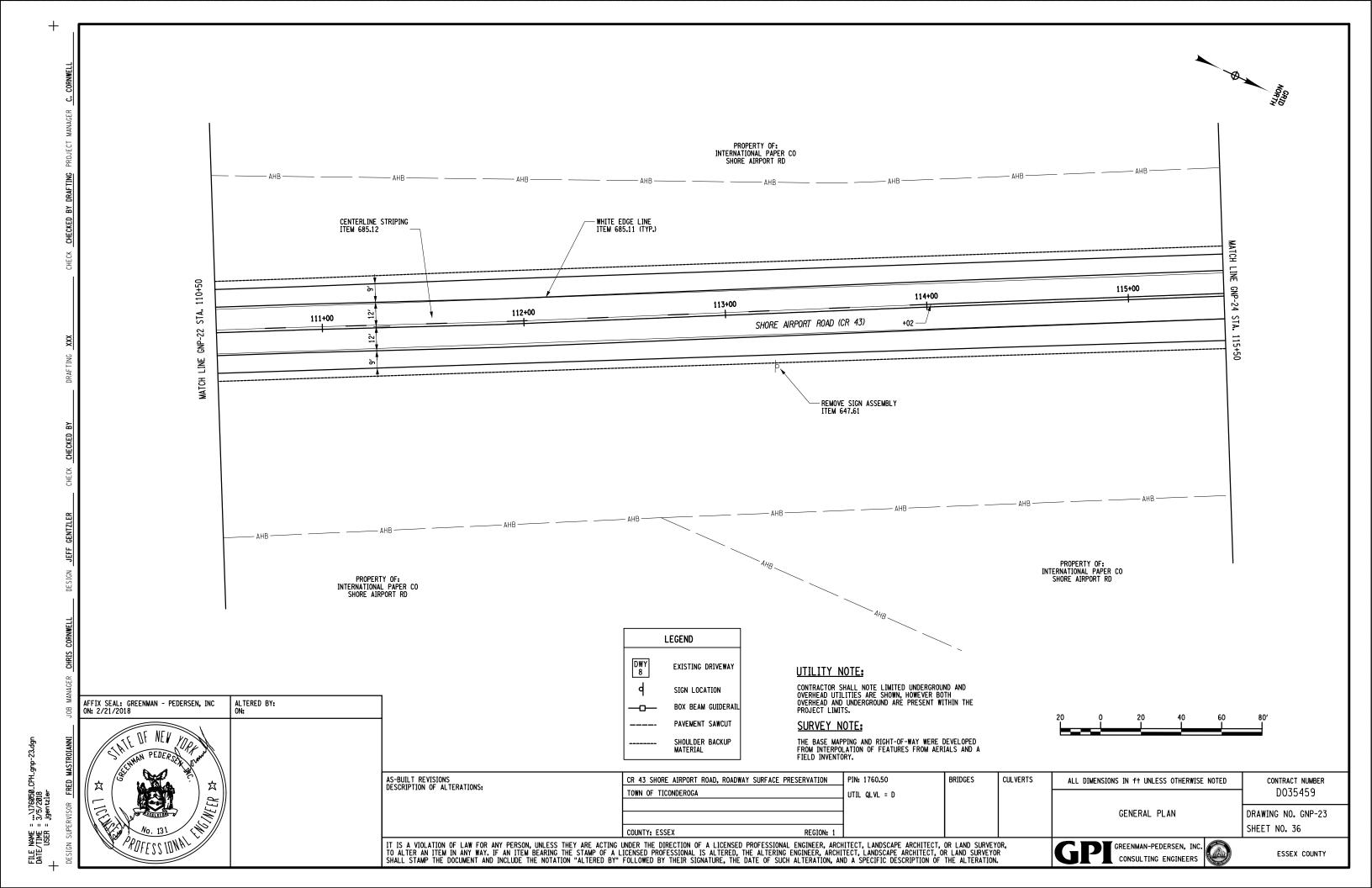


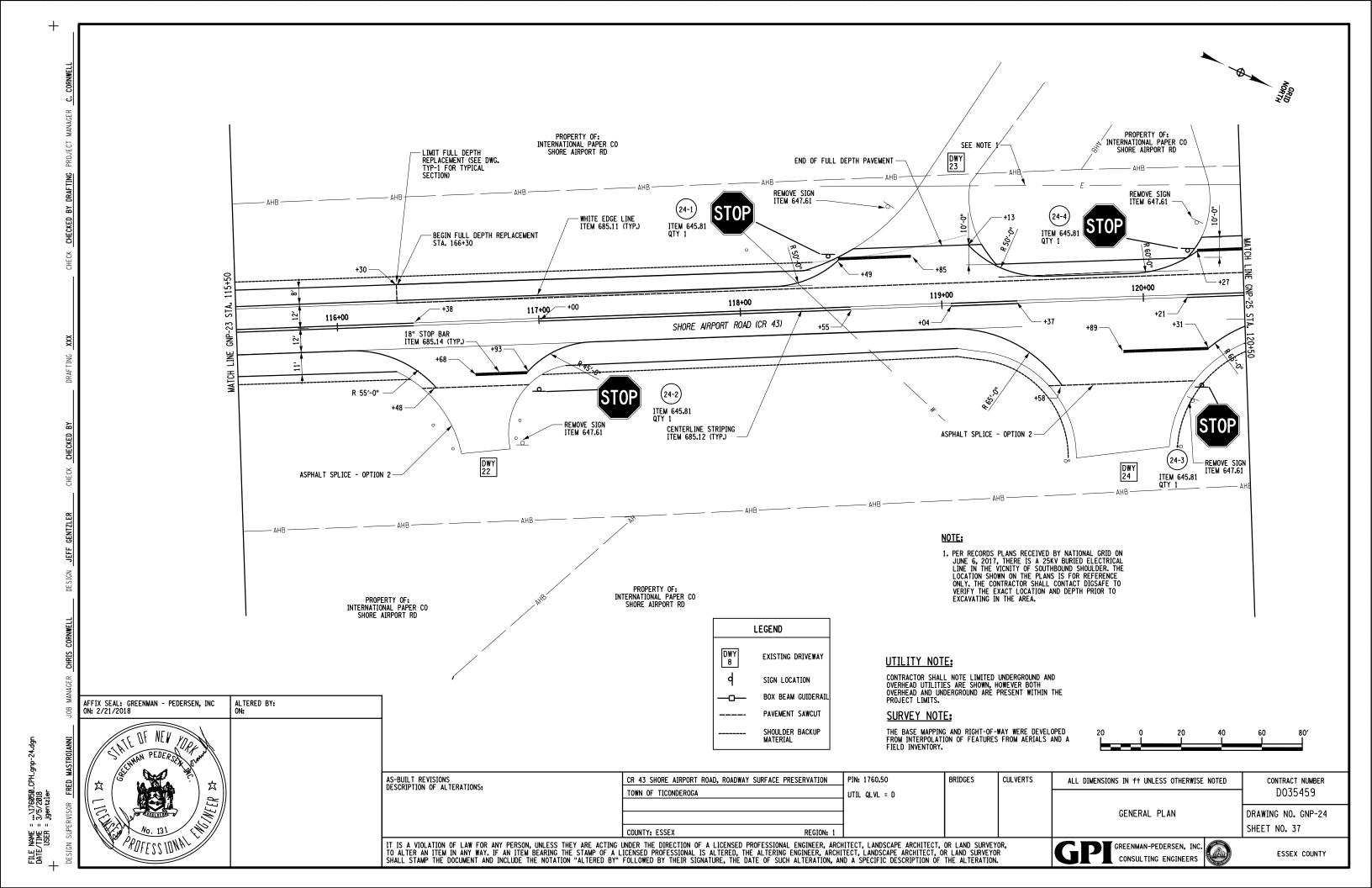


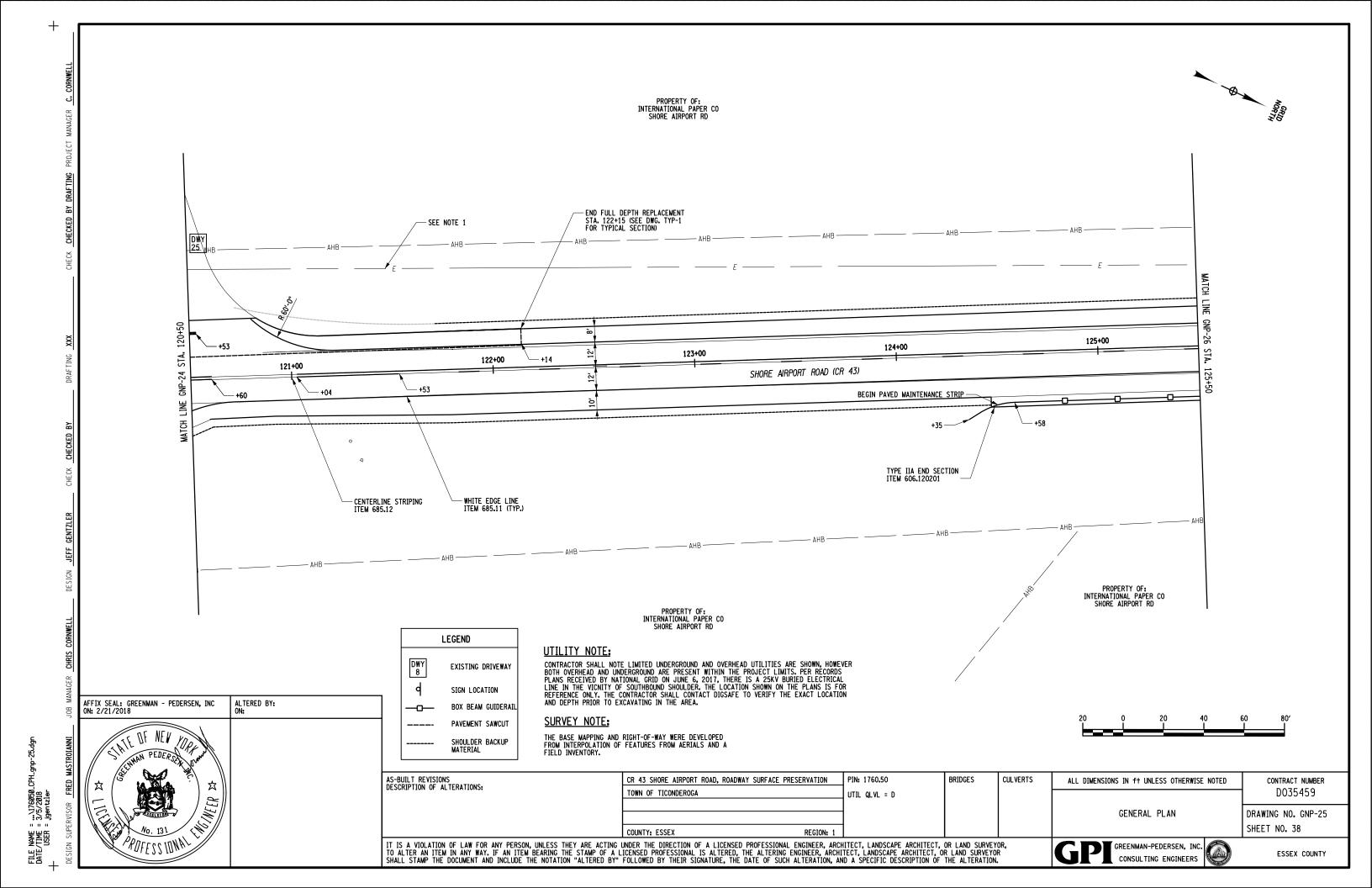


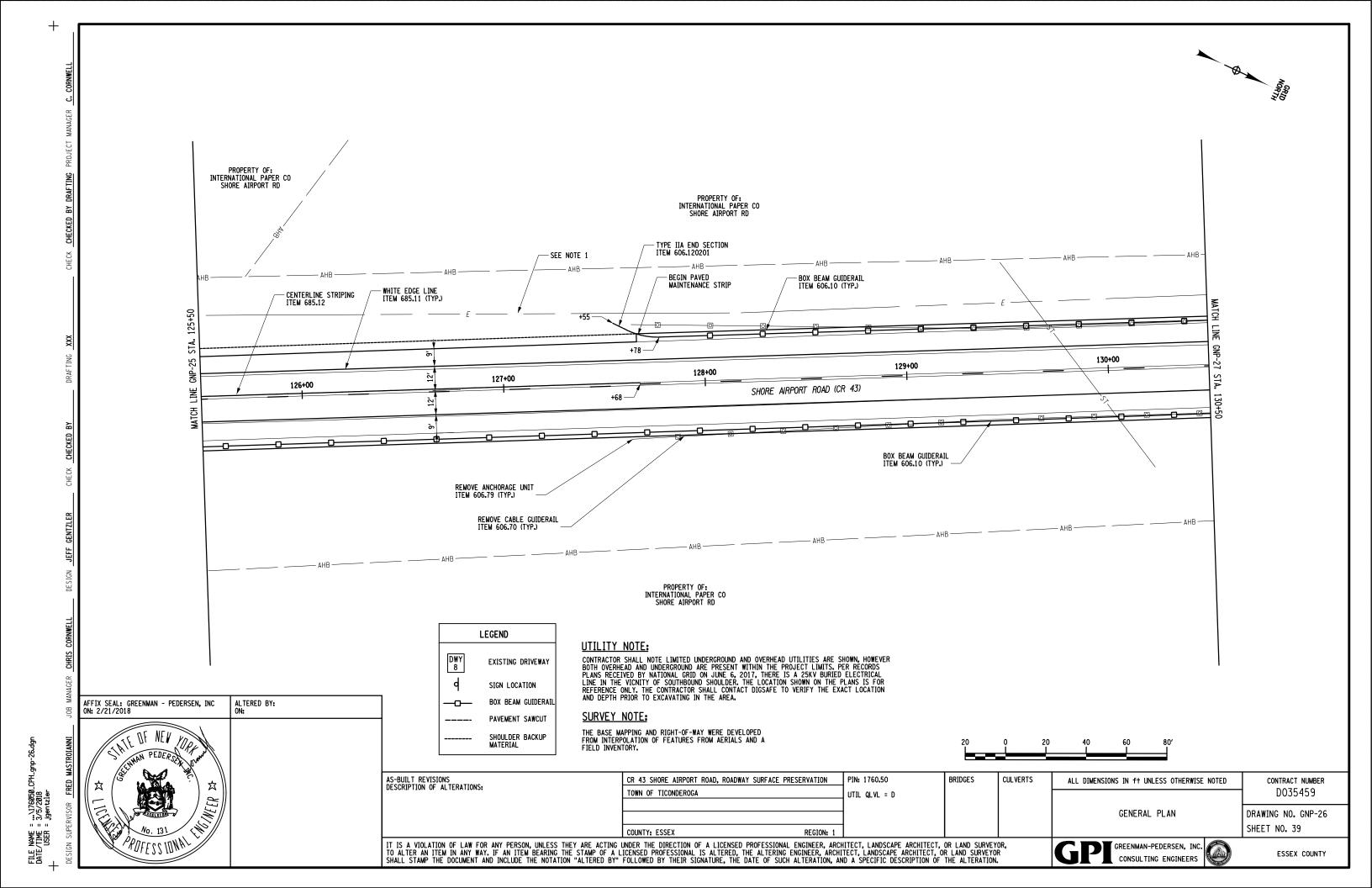


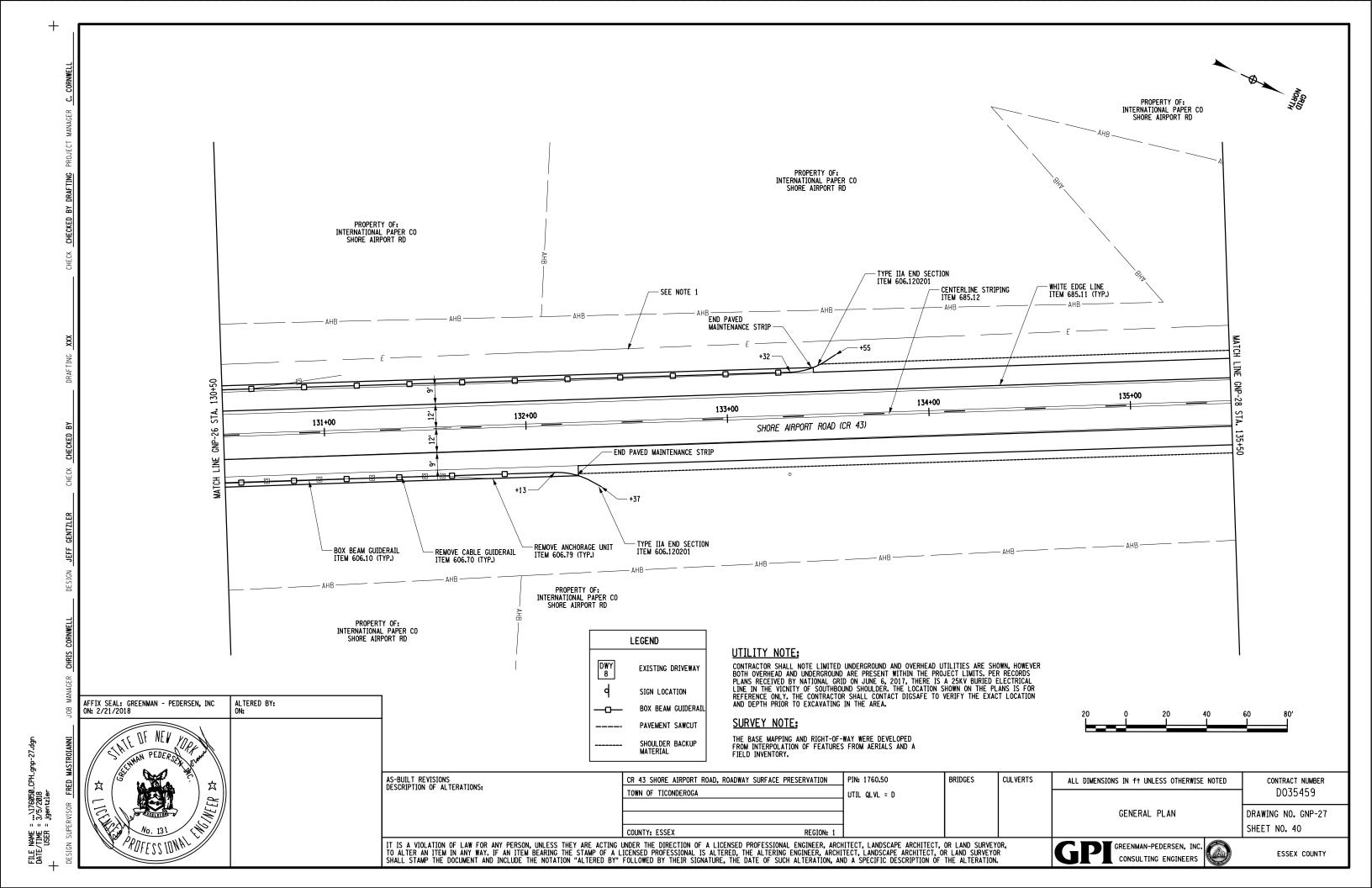


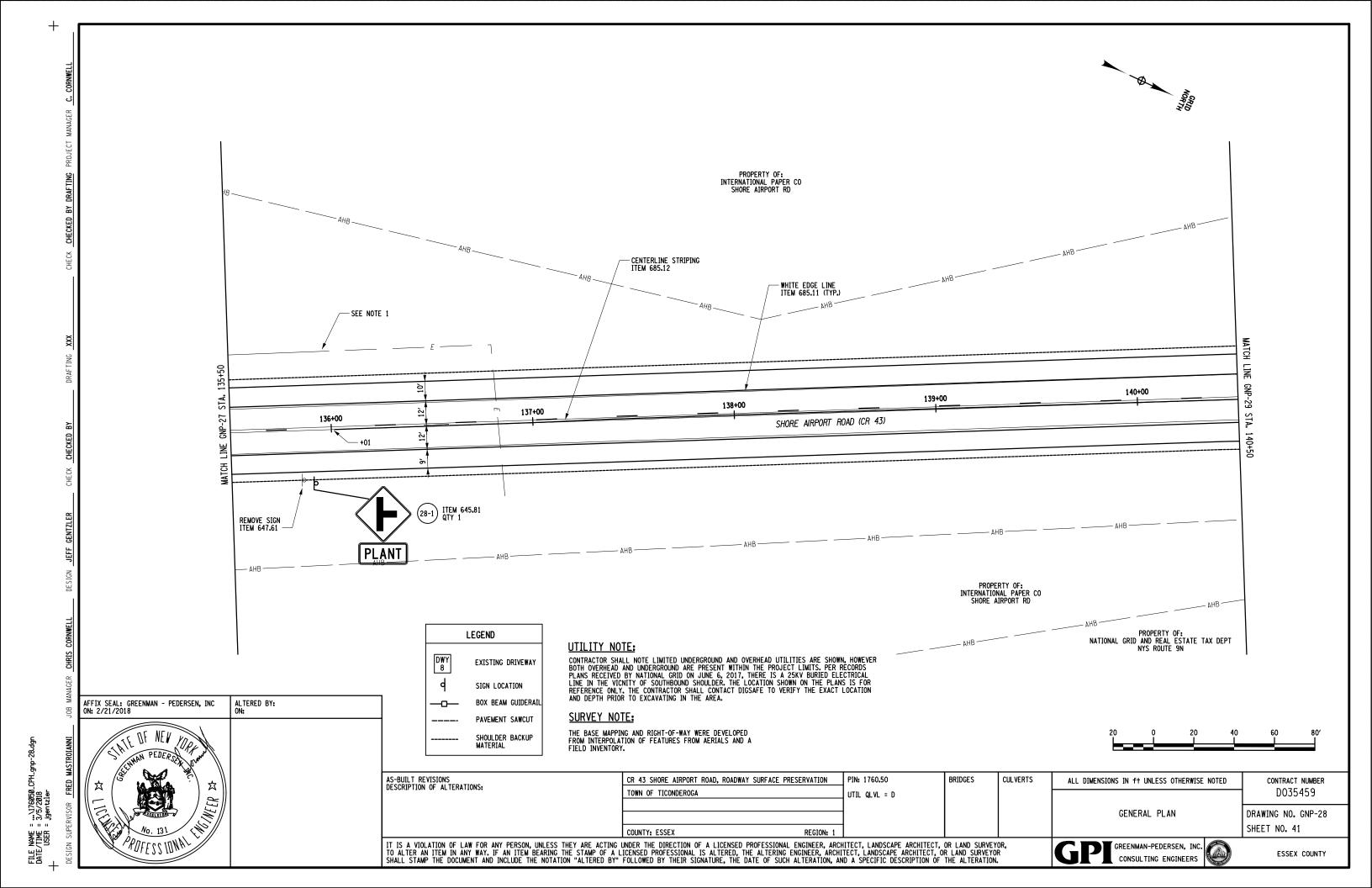


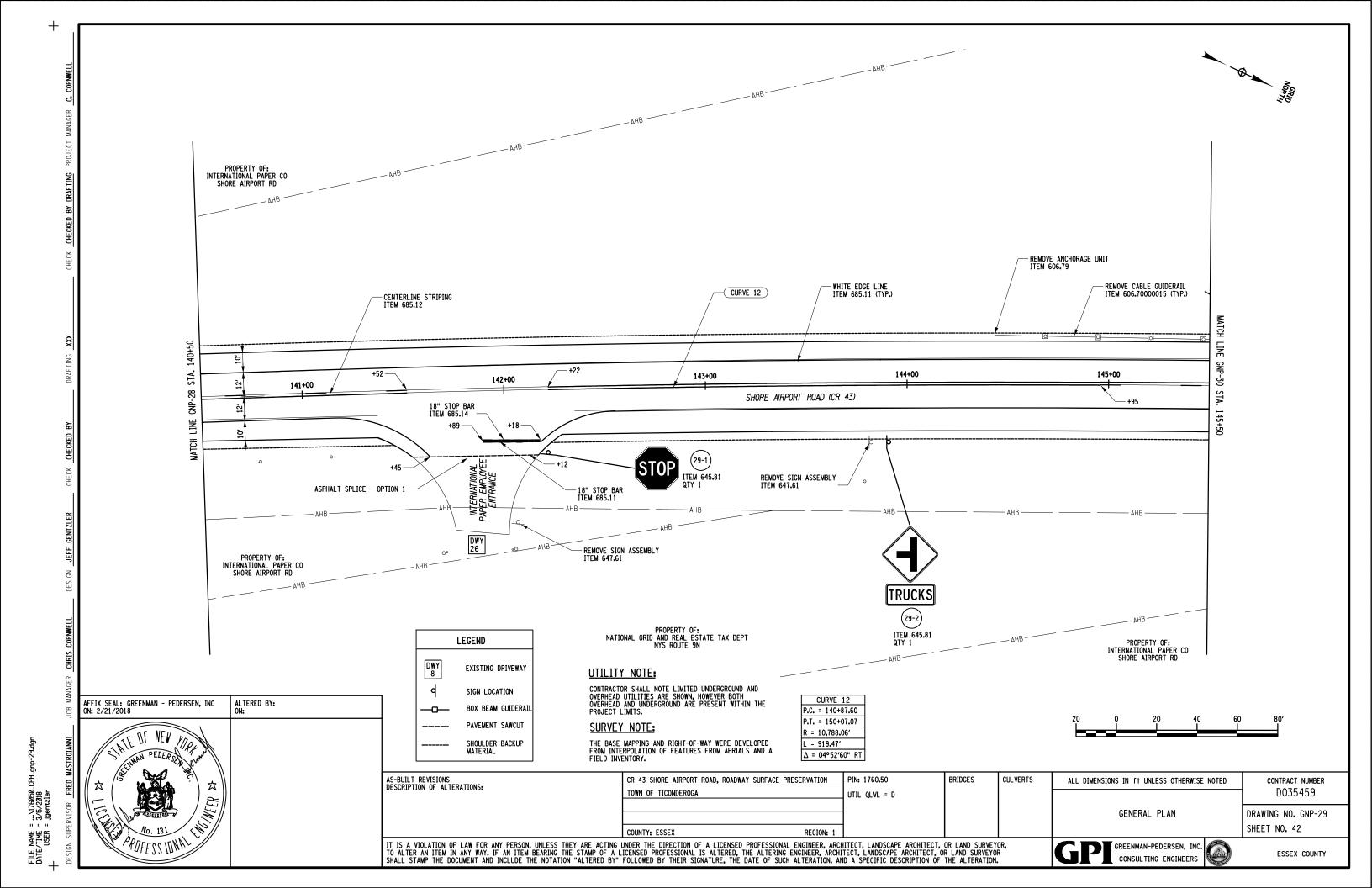


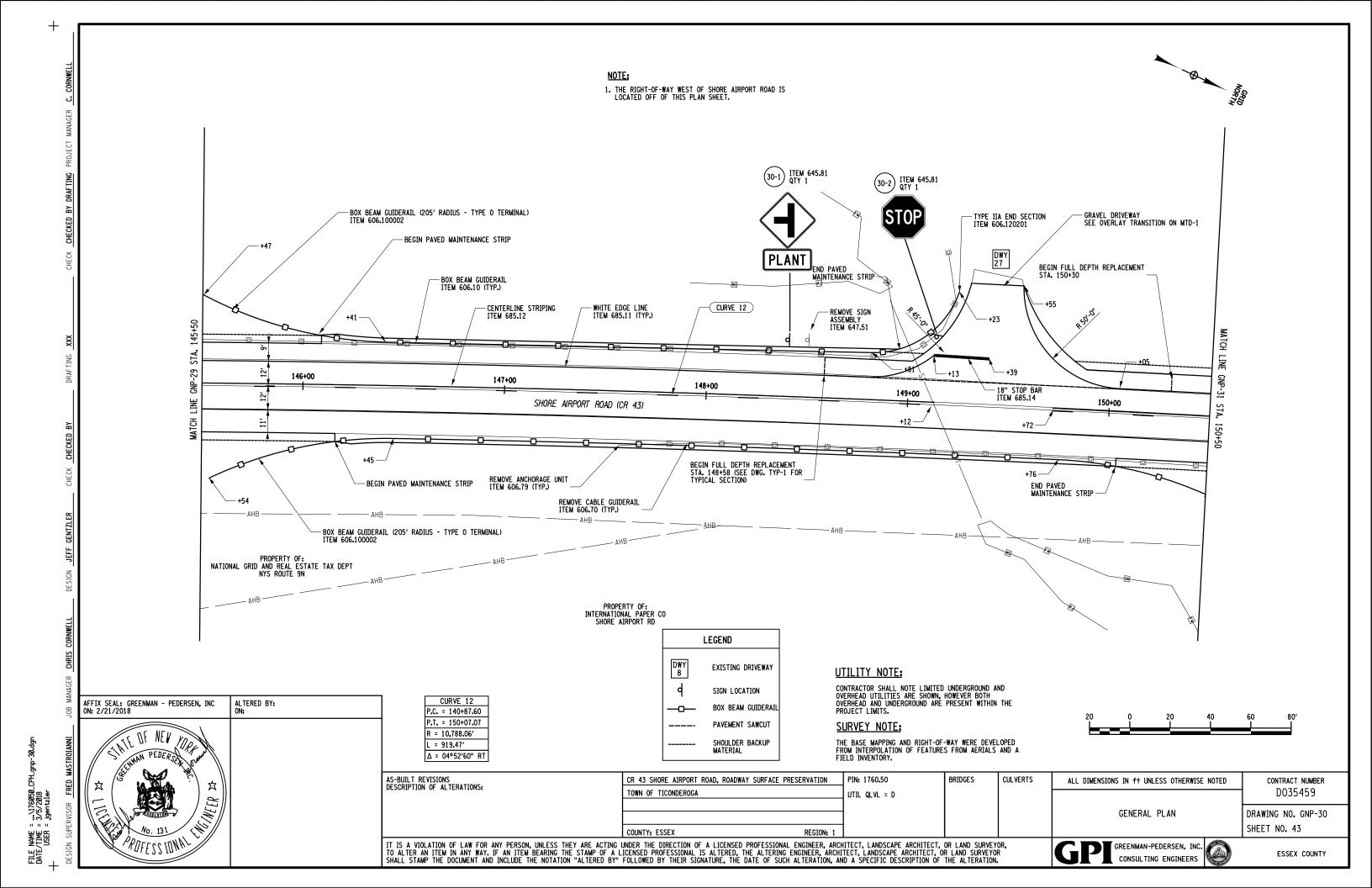


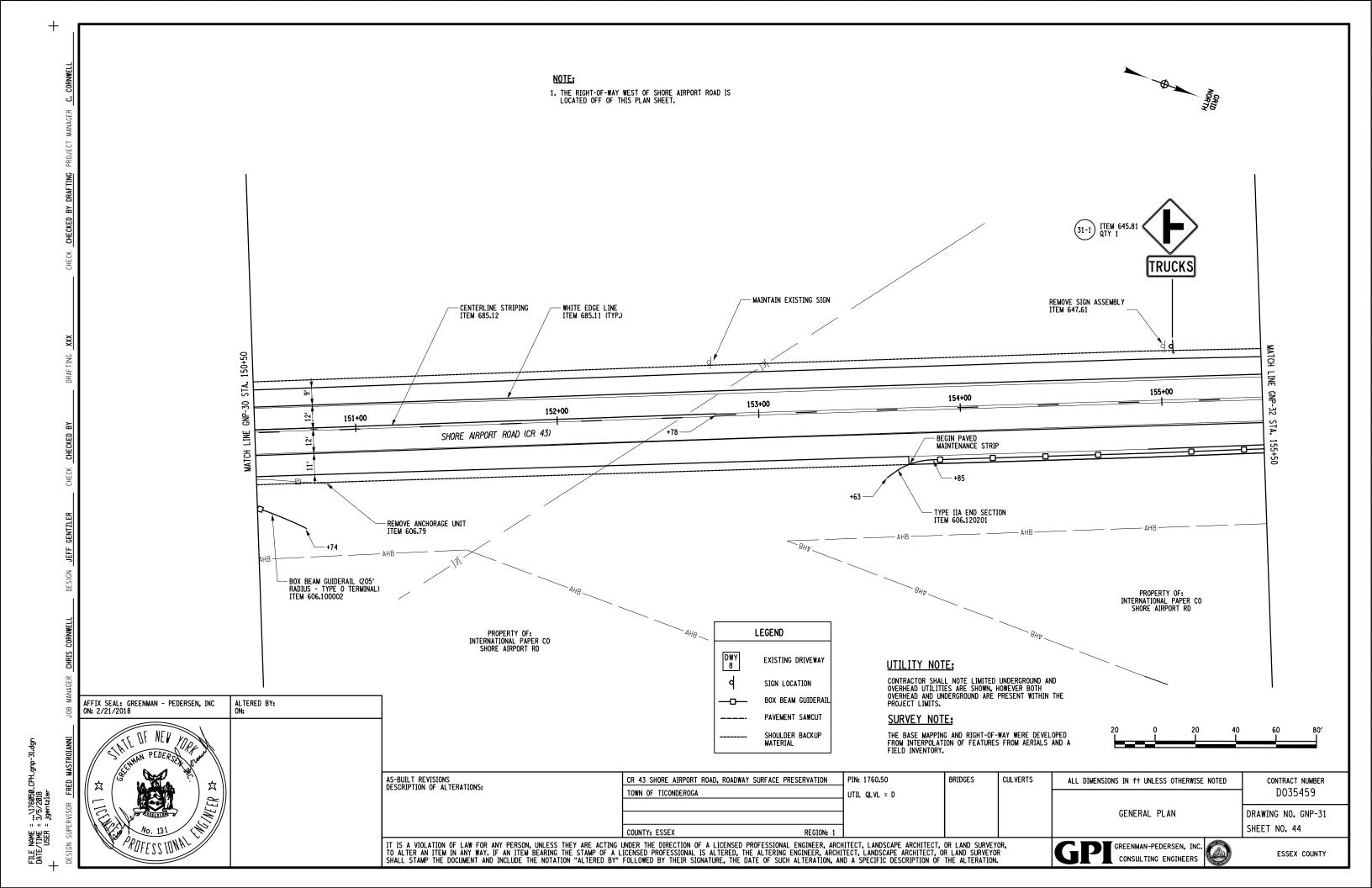


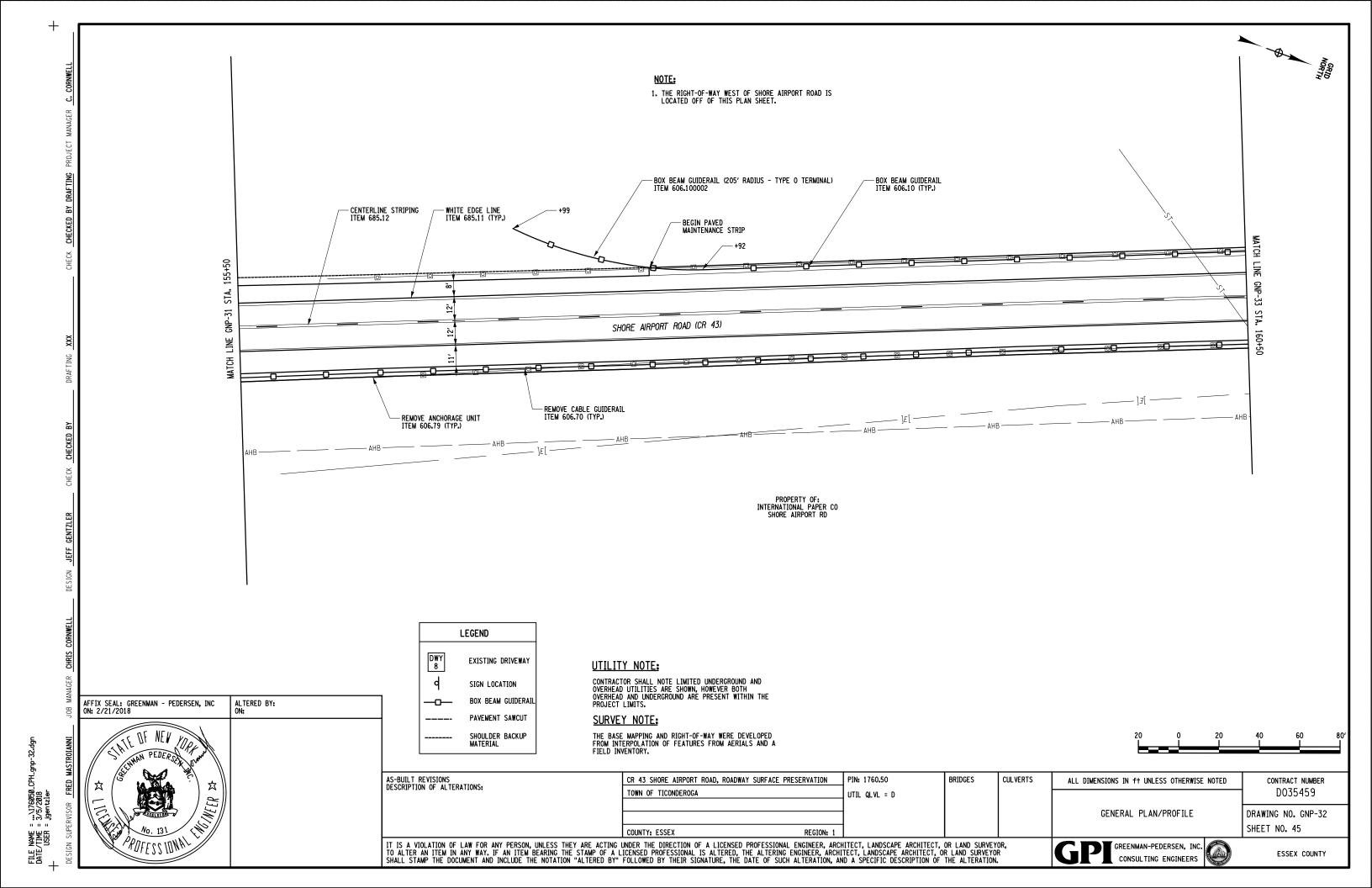


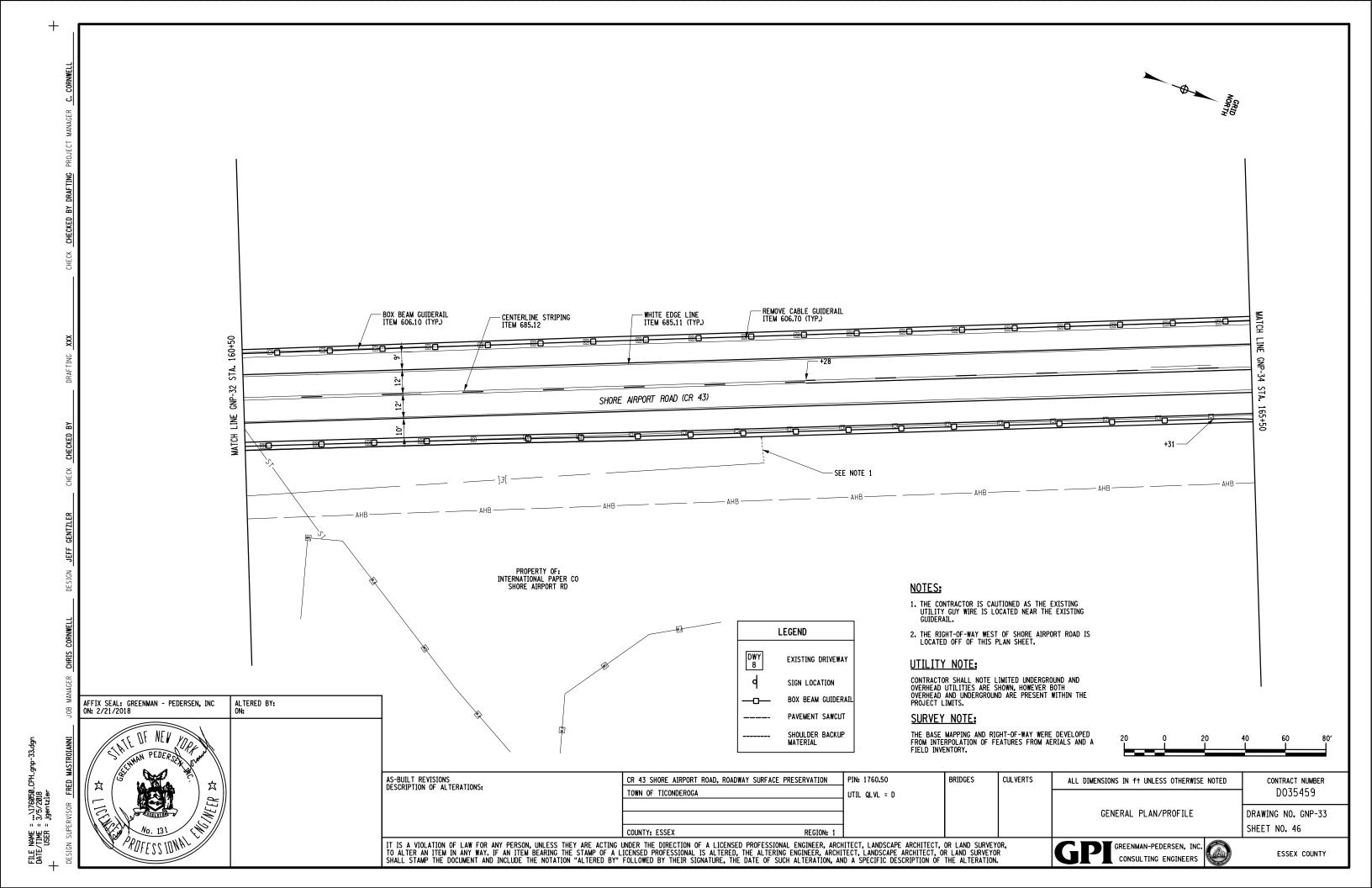


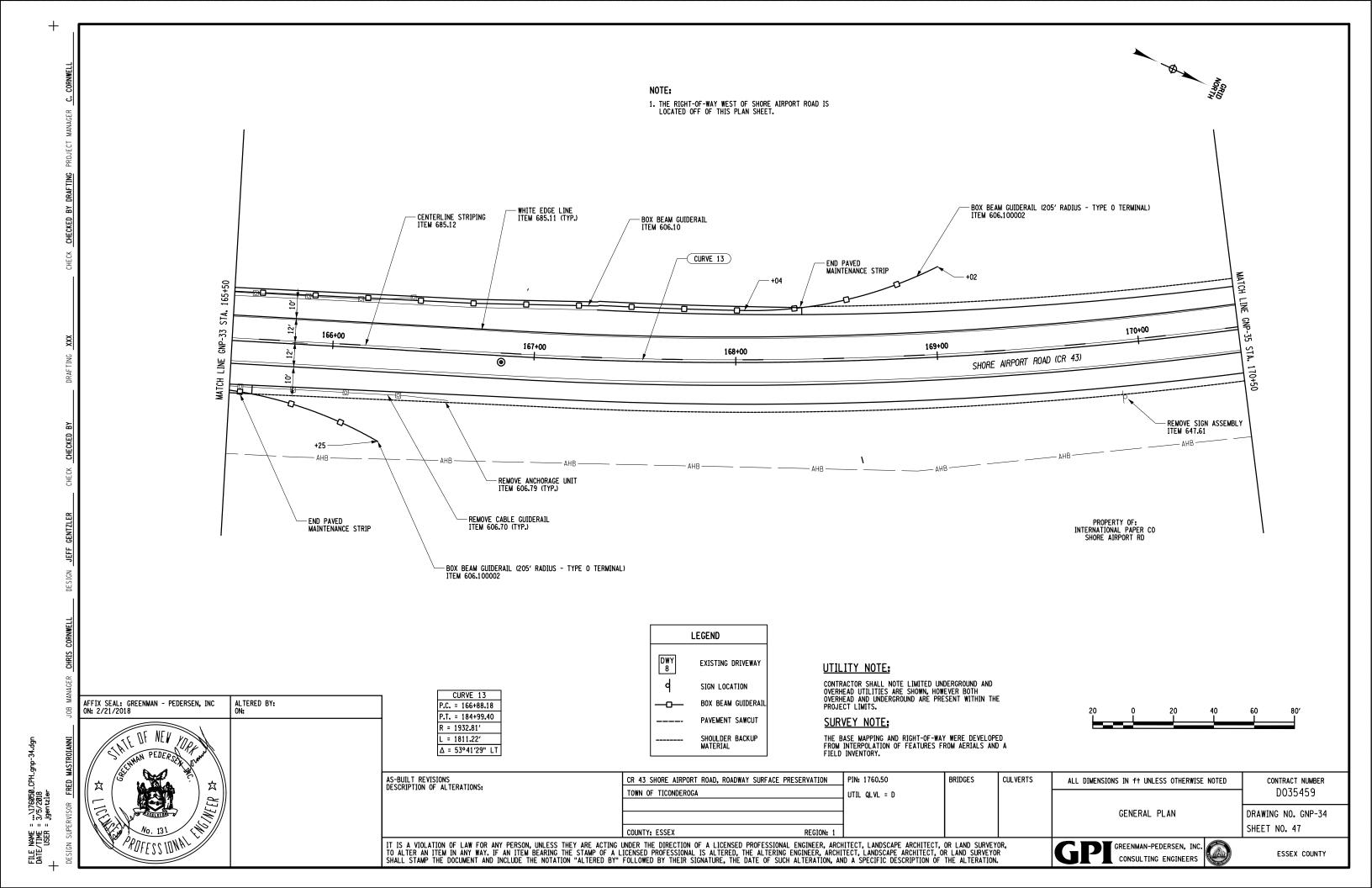


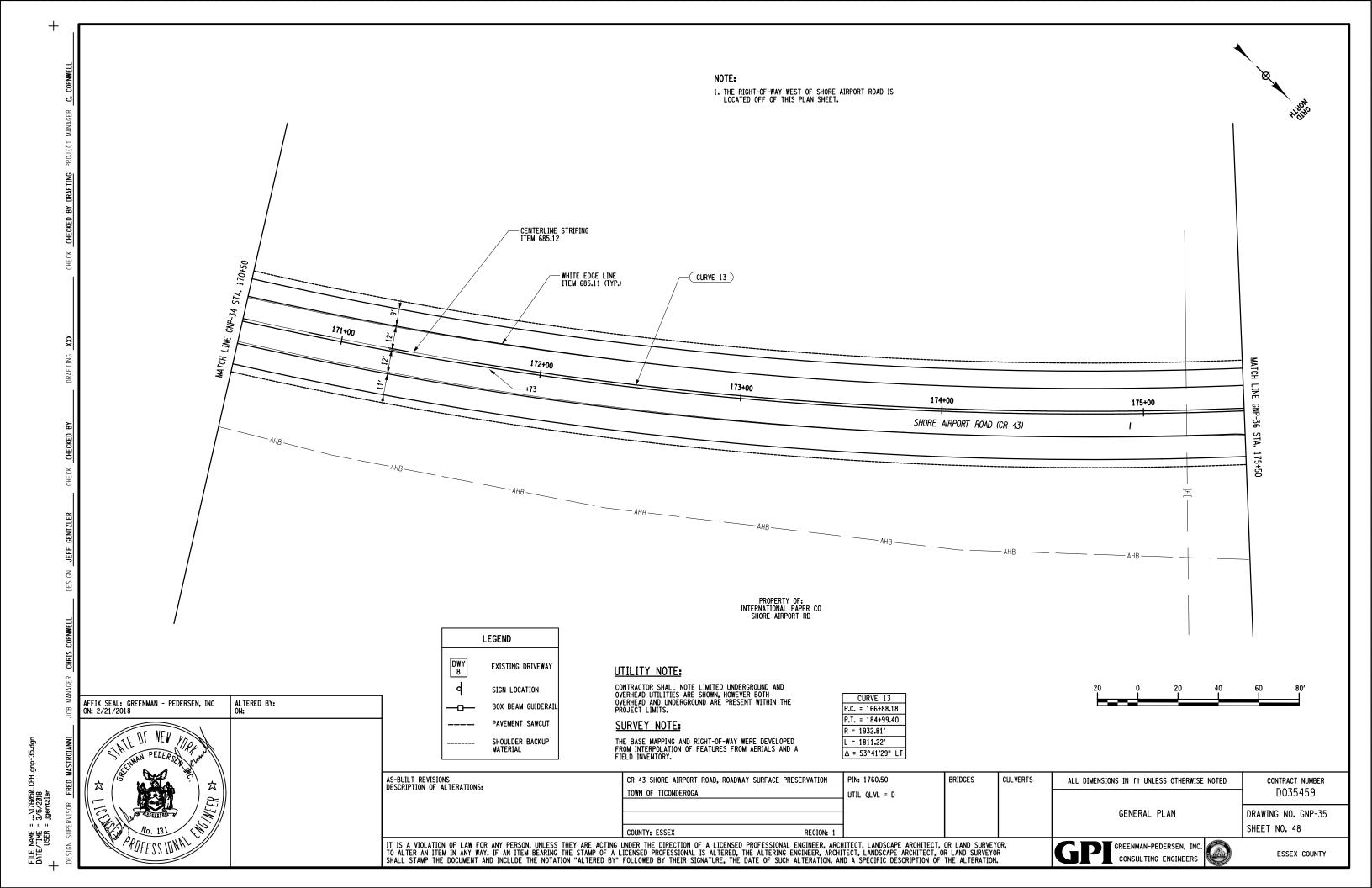


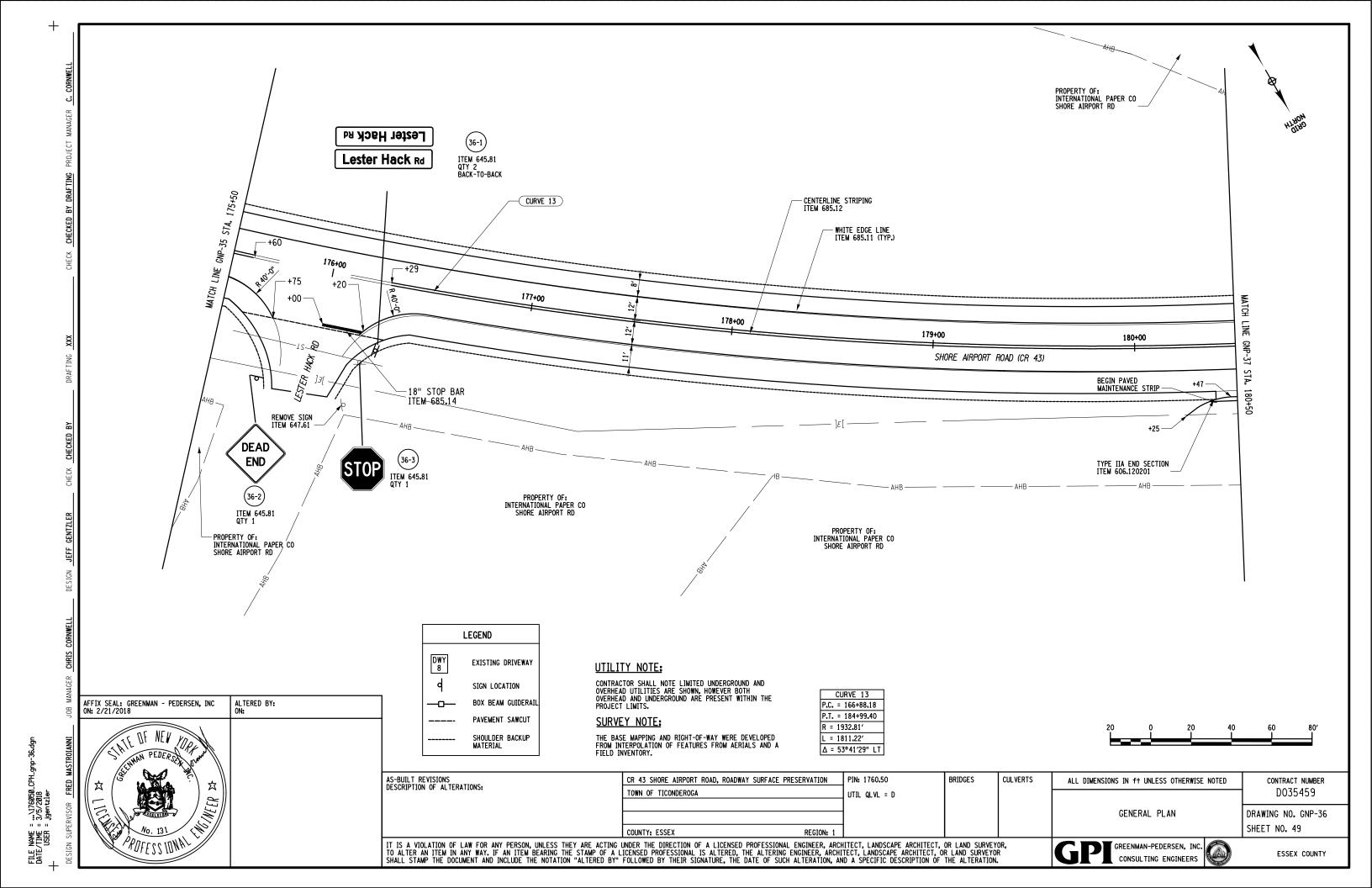


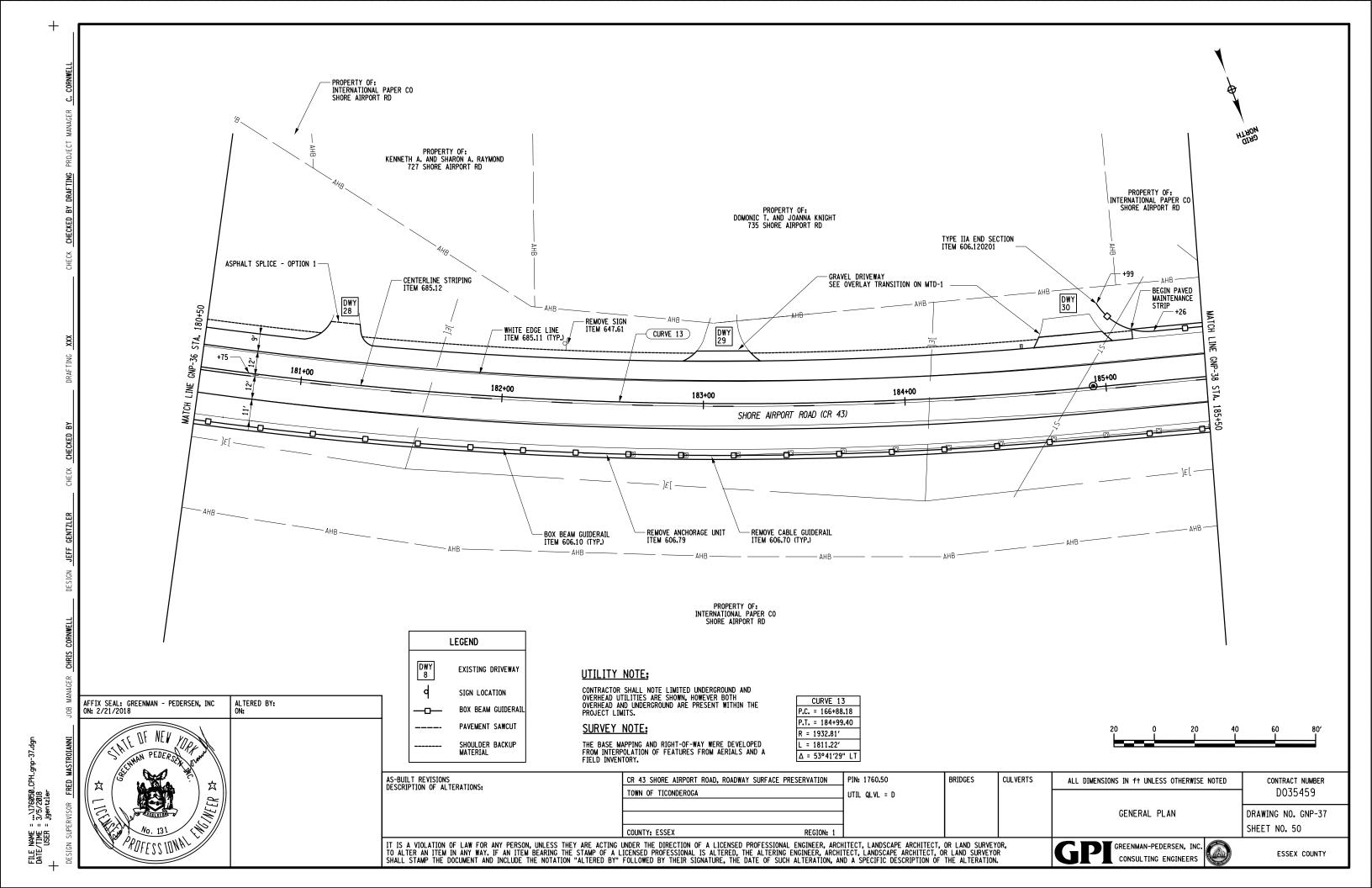






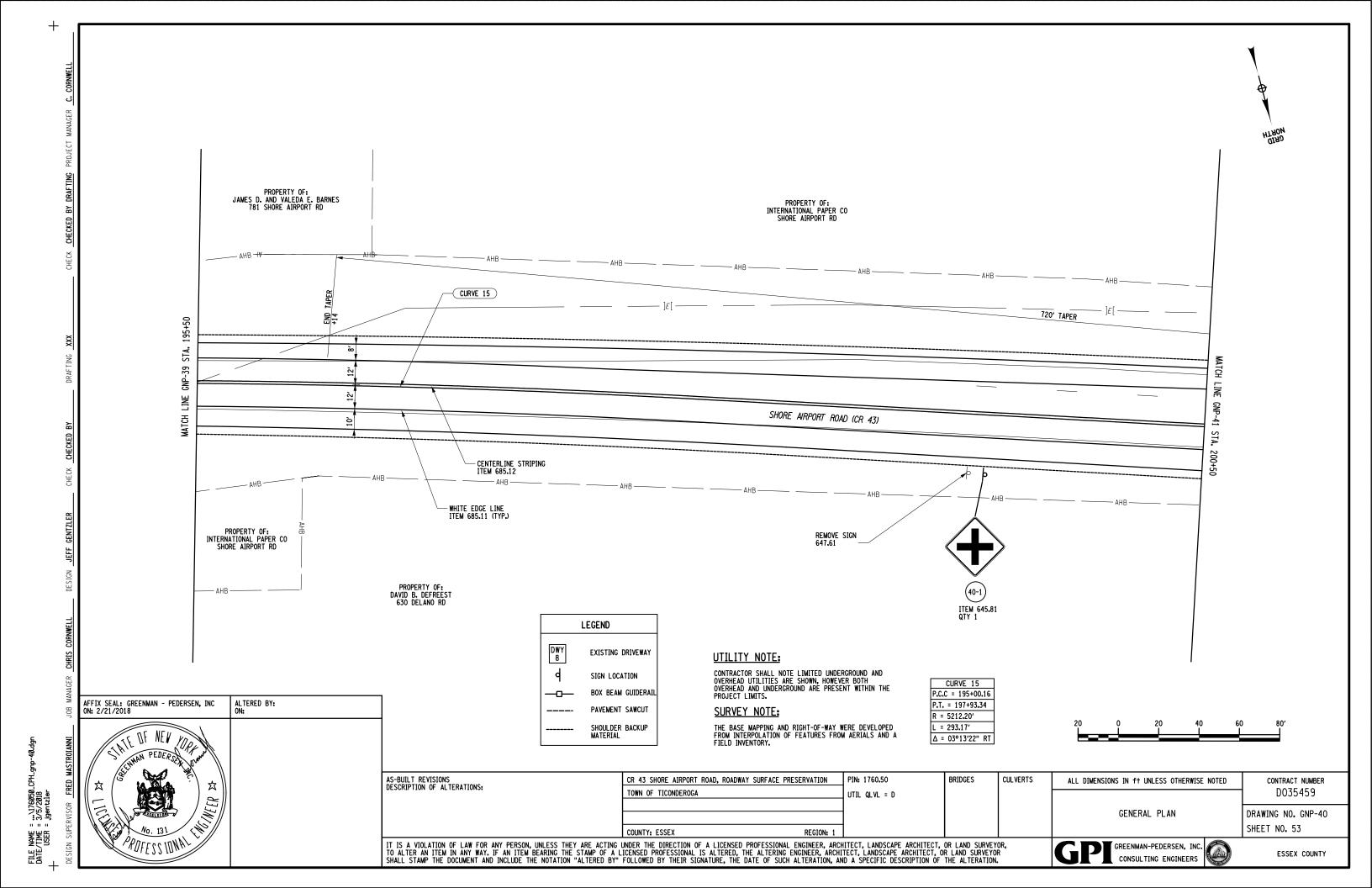


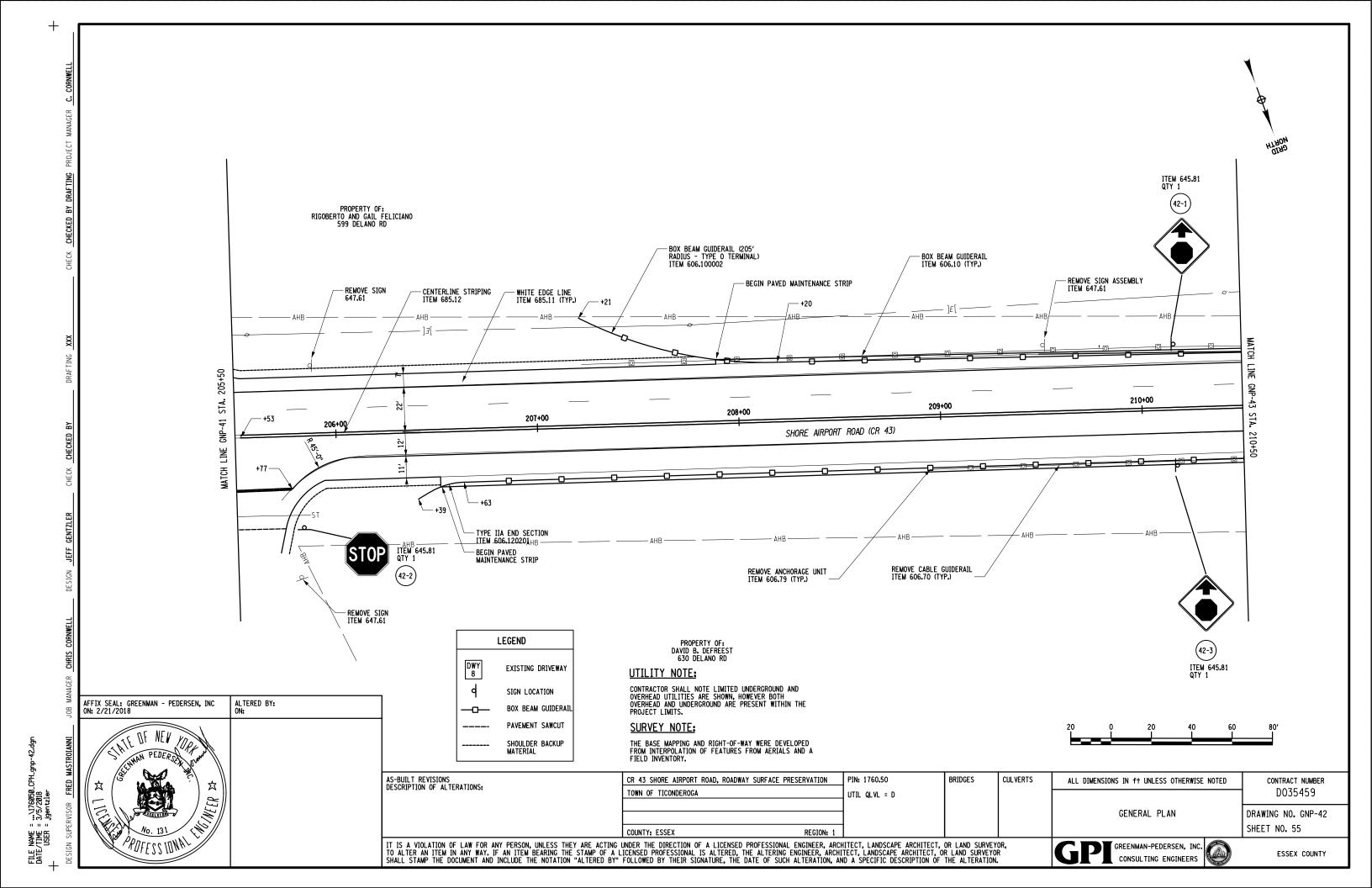


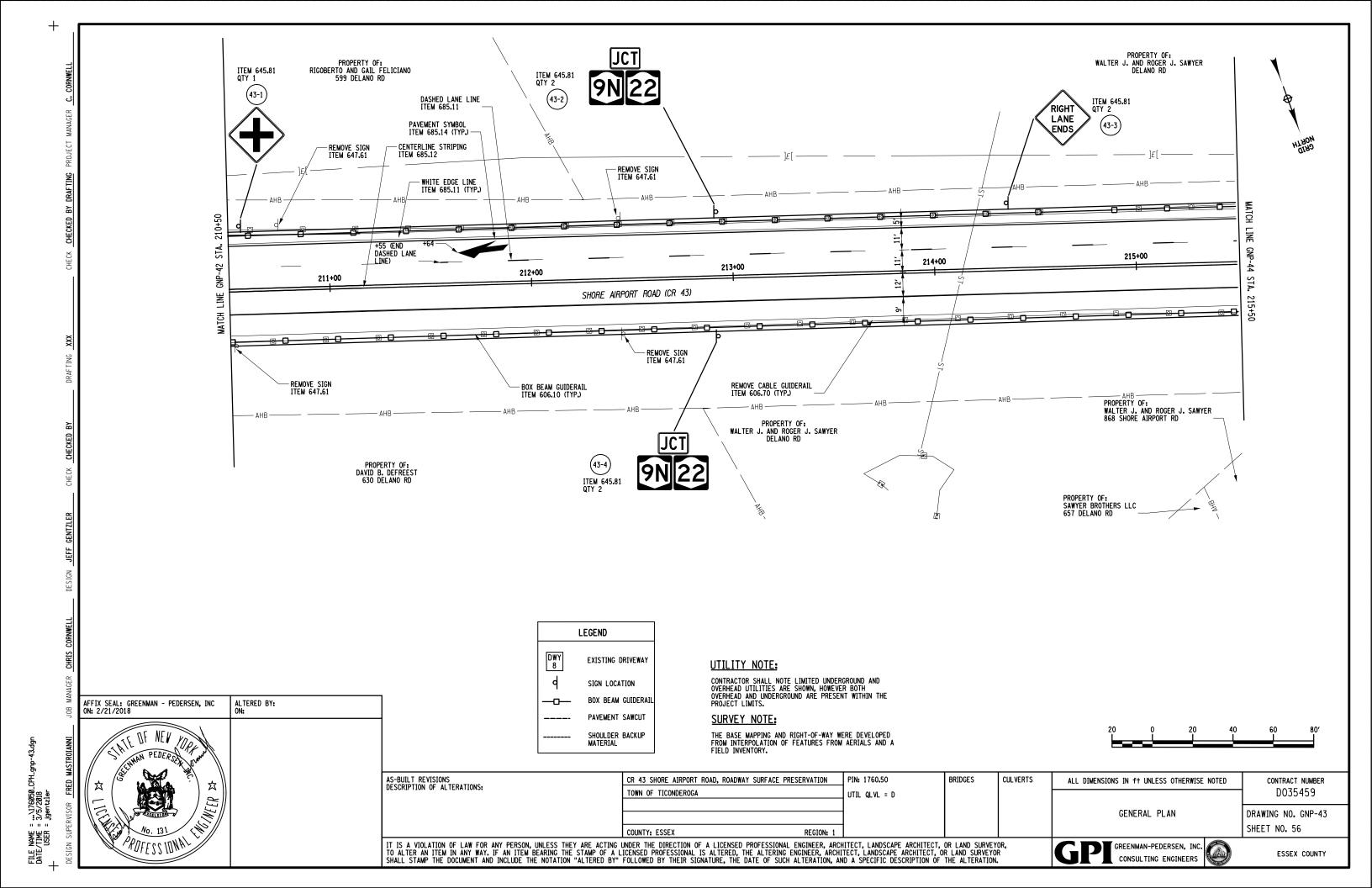


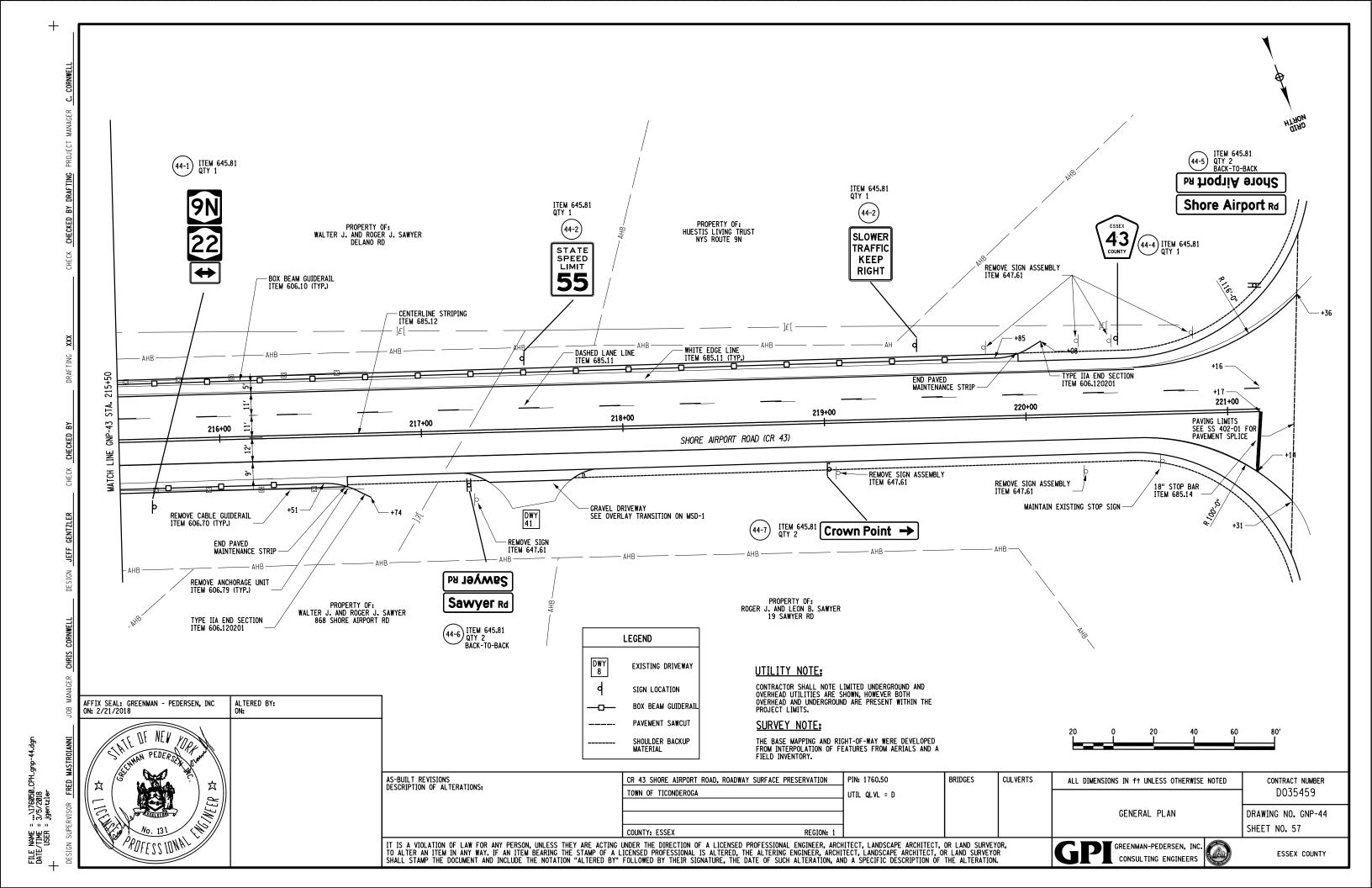
PROPERTY OF: PATRICK T. HENDRIX 765 SHORE AIRPORT RD — PROPERTY OF: PHILIP AND GAIL FREGON 757 SHORE AIRPORT RD PROPERTY OF: INTERNATIONAL PAPER CO SHORE AIRPORT RD -PROPERTY OF: DAVID AND MARC POTTER 745 SHORE AIRPORT RD PROPERTY OF: ANNE MARIE R. BLANCHETTE 753 SHORE AIRPORT RD - PROPERTY OF: INTERNATIONAL PAPER CO SHORE AIRPORT RD PROPERTY OF: FREDERICK J. GONYO 749 SHORE AIRPORT RD PROPERTY OF: PHILIP AND GAIL FREGON 757 SHORE AIRPORT RD ASPHALT SPLICE - OPTION 1 GRAVEL DRIVEWAY
SEE OVERLAY TRANSITION
ON MTD-1 CENTERLINE STRIPING ITEM 685.12 TYPE IIA END SECTION ITEM 606.120201 -BOX BEAM GUIDERAIL ITEM 606.10 (TYP.) - WHITE EDGE LINE ITEM 685.11 (TYP.) DWY 32 DWY 34 ASPHALT SPLICE - OPTION 2-DWY 31 185+50 MATCH -END PAVED MAINTENANCE STRIP STA. 190+00 189+00 188+00 187+00 186+00 GNP-37 GNP-39 SHORE AIRPORT ROAD (CR 43) MATCH 190+50 BEGIN GUTTER RECONSTRUCTION STA. 186+54 (SEE DWG. MTD-1) END PAVED MAINTENANCE STRIP +03 — REMOVE ANCHORAGE UNIT ITEM 606.79 REMOVE CABLE GUIDERAIL ITEM 606.70 (TYP.) TYPE IIA END SECTION ITEM 606.120201 PROPERTY OF: INTERNATIONAL PAPER CO SHORE AIRPORT RD LEGEND EXISTING DRIVEWAY **UTILITY NOTE:** SIGN LOCATION CONTRACTOR SHALL NOTE LIMITED UNDERGROUND AND OVERHEAD UTILITIES ARE SHOWN, HOWEVER BOTH OVERHEAD AND UNDERGROUND ARE PRESENT WITHIN THE PROJECT LIMITS. BOX BEAM GUIDERAIL AFFIX SEAL: GREENMAN - PEDERSEN, INC ON: 2/21/2018 ALTERED BY: ON: PAVEMENT SAWCUT **SURVEY NOTE:** SHOULDER BACKUP MATERIAL STATE OF NEW YORK THE BASE MAPPING AND RIGHT-OF-WAY WERE DEVELOPED FROM INTERPOLATION OF FEATURES FROM AERIALS AND A FIELD INVENTORY. ASPHALT GUTTER CENTERLINE SELHMAN PEDEROOM AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS: CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION PIN: 1760.50 BRIDGES CULVERTS ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED CONTRACT NUMBER FILE NAME = ...\176050_C DATE/TIME = 3/5/2018 USER = Jgentzler D035459 TOWN OF TICONDEROGA UTIL QLVL = D DRAWING NO. GNP-38 GENERAL PLAN SHEET NO. 51 COUNTY: ESSEX IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION. GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS ESSEX COUNTY

PROPERTY OF: JAMES AND JANE R. LAUNDREE 775 SHORE AIRPORT RD PROPERTY OF: RICHARD E. AND JEANNE M. BENNETT 771 SHORE AIRPORT RD PROPERTY OF: INTERNATIONAL PAPER CO SHORE AIRPORT RD PROPERTY OF: PATRICK T. HENDRIX 765 SHORE AIRPORT RD PROPERTY OF: JAMES D. AND VALEDA E. BARNES 781 SHORE AIRPORT RD ASPHALT SPLICE - OPTION 1 - ASPHALT SPLICE - OPTION 1 CLEAN EXISTING CATCH BASIN ITEM 621.04 ASPHALT SPLICE - OPTION 2 ASPHALT SPLICE - OPTION 2 -- CENTERLINE STRIPING ITEM 685.12 DWY 40 WHITE EDGE LINE ITEM 685.11 (TYP.) - ASPHALT GUTTER (SEE DWG. MTD-1) DWY 39 DWY 38 35 MATCH STA. 195+00 192+Q0 193+00 194+00 191+00 -38 40 GNP-SHORE AIRPORT ROAD (CR 43) END GUTTER RECONSTRUCTION STA. 194+21 CURVE 15 CURVE 14 RAISE MANHOLE COVER AND PREFABRICATED RING ITEMS 604.070101 AND 604.10 PROPERTY OF: INTERNATIONAL PAPER CO SHORE AIRPORT RD PROPERTY OF: INTERNATIONAL PAPER CO SHORE AIRPORT RD PROPERTY OF: CLAYMORE HOMEOWNERS ASSOC SHORE AIRPORT RD -PROPERTY OF: INTERNATIONAL PAPER CO SHORE AIRPORT RD PROPERTY OF: DAVID B. DEFREEST LEGEND 630 DELANO RD EXISTING DRIVEWAY **UTILITY NOTE:** SIGN LOCATION CONTRACTOR SHALL NOTE LIMITED UNDERGROUND AND OVERHEAD UTILITIES ARE SHOWN, HOWEVER BOTH OVERHEAD AND UNDERGROUND ARE PRESENT WITHIN THE PROJECT LIMITS. BOX BEAM GUIDERAIL AFFIX SEAL: GREENMAN - PEDERSEN, INC ON: 2/21/2018 CURVE 14 CURVE 15 ALTERED BY: ON: P.C. = 191+63.33 P.C.C = 195+00.16 PAVEMENT SAWCUT P.C.C = 195+00.16 P.T. = 197+93.34 STATE OF NEW YORK **SURVEY NOTE:** SHOULDER BACKUP MATERIAL R = 58,415.80' R = 5212.20' THE BASE MAPPING AND RIGHT-OF-WAY WERE DEVELOPED FROM INTERPOLATION OF FEATURES FROM AERIALS AND A FIELD INVENTORY. = 293.17' = 336.83' STERMAN PEDEROOF ASPHALT GUTTER CENTERLINE Δ = 03°13′22" RT Δ = 00°19'49" RT AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS: CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION PIN: 1760.50 BRIDGES CULVERTS ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED CONTRACT NUMBER FILE NAME = ...\176050_C DATE/TIME = 3/5/2018 USER = Jgentzler D035459 TOWN OF TICONDEROGA UTIL QLVL = D DRAWING NO. GNP-39 GENERAL PLAN SHEET NO. 52 IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION. GREENMAN-PEDERSEN, INC.
CONSULTING ENGINEERS ESSEX COUNTY









JOB MANAGER CHRIS CORNWELL
B MANAGER
FRED
DESIGN SUPERVISOR FRED MASTROIANNI

		DESIGNATION	LOCATION	TEXT	ITEM	SIZE	PAYMENT AREA (SEE NOTE 3)		DESIGNATION	L
		& COLOR (SEE NOTE 2)		\ <u>-</u>		AREA (SEE NOTE 3)	TOTAL PAYMENT AREA		& COLOR (SEE NOTE 2)	_
5		R4-3 (BLACK ON WHITE)	1-7, 44-3	SLOWER TRAFFIC	645.5202	24 X 30	5.0 SF		R1-1 (WHITE ON RED)	1-
1000		(BLACK ON WHITE)	2	KEEP RIGHT	0.000202	5.0 SF	10.0 SF		WITTE ON NED	
		NYR2-2	3-4, 44-2	STATE SPEED LIMIT	645.5202	30 X 36	7.5 SF		R1-1	4-2 24-1.
ורכוורם חו		(BLACK ON WHITE)	1	55	013.3202	7.5 SF	15.0 SF		(WHITE ON RED)	24-1, 24-4, 36-3
5		W9-1	2-1, 43-3	RIGHT	645.5202	36 X 36	9 . 0 SF		M3-1	
		(BLACK ON YELLOW)	2	LANE	643,3202	9.0 SF	18.0 SF		(BLACK ON WHITE)	
VVV		W7-2P	5-1, 5-3	USE LOW	645,5202	24 X 18	3.0 SF		M3-2 (BLACK ON WHITE)	
		(BLACK ON YELLOW)	2	GEAR	645,5202	3.0 SF	6.0 SF		IDLACK ON WHITE)	
		W14-1	36-2	DEAD	645.5202	30 X 30	6.3 SF		M3-3 (BLACK ON WHITE)	
CHECKED		(BLACK ON YELLOW)	1	END	013.3202	6.3 SF	6.3 SF		IDLACK ON WHITE	
· 5		W4-2R (BLACK ON YELLOW)	4-2, 42-1		645.5202	36 X 36	9 . 0 SF		M3-4 (BLACK ON WHITE)	
יייי		IDLACK ON TELLOW!	2		013.3202	9 . 0 SF	18.0 SF		DEACK ON WITTER	
		W3-1	3-2, 3-5, 42-1, 42-3		645.5202	30 X 30	6.3 SF		M1-5 (BLACK ON WHITE)	1-3
		(BLACK ON YELLOW)	42-1, 42-3		043.3202	6.3 SF	25.2 SF		SEACK ON WILLEY	43
רכוווווורר		W7-1	5-1, 5-3		645.5202	30 X 30	6.3 SF		M1-5	43-2,
		(BLACK ON YELLOW)	2		643.3202	6.3 SF	12.5 SF		(BLACK ON WHITE)	
WAIN O	AFFIX SEAL: GREENMAN - PEDERSEN ON: 2/21/2018	A, INC ALTERED BY:	·							
	STATE OF NEW YORK									
2000	SELIMIN PEDERSON OF	Read Mills								
1		\ ☆		AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:		<u> </u>	CR 43 SHORE AIRPORT ROA	D, ROA	DWAY SURFACE PRESERVA	TION
1		WEB				F	- I I I I I I I I I I I I I I I I I I I			
ĺ	I WEEK	<i>\</i> 3″				<u> </u>				

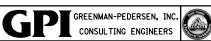
DESIGNATION & COLOR (SEE NOTE 2)	LOCATION	TEXT	ITEM	SIZE AREA (SEE NOTE 3)	PAYMENT AREA (SEE NOTE 3) TOTAL PAYMENT AREA
R1-1 (WHITE ON RED)	1-2, 1-5	STOP	645.5202	48 X 48	16 SF
WHITE ON NED!	2	3101		16 SF	32 SF
R1-1 (WHITE ON RED)	4-2, 7-1, 7-3, 24-1, 24-2, 24-3, 24-4, 29-1, 30-2,	STOP	645.5202	30 X 30	6.3 SF
WILL ON NEW	36-3, 41-2, 42-2 12	3101		6.3 SF	75 . 6 SF
M3-1		Nontu		24 X 12	2.0 SF
(BLACK ON WHITE)	1-3	North	645.5202	2 . 0 SF	2.0 SF
M3-2	1-3	EAST	645.5202	24 X 12	2.0 SF
(BLACK ON WHITE)	1	LASI		2 . 0 SF	2.0 SF
M3-3	1-3	South	645.5202	24 X 12	2.0 SF
(BLACK ON WHITE)	1	300111		2.0 SF	2 . 0 SF
M3-4 (BLACK ON WHITE)	1-3	WEST	645.5202	24 X 12	2.0 SF
IDLACK ON WHITE	1	WLJI		2.0 SF	2 . 0 SF
M1-5 (BLACK ON WHITE)	1-3, 1-3, 3-1, 3-3, 43-2,	22	645 . 5202	24 X 24	4.0 SF
SERVIC ON MILITE	43-4, 44-1			4.0 SF	28 . 0 SF
M1-5	43-2, 43-4, 44-1	ONI	645.5202	24 X 24	4.0 SF
(BLACK ON WHITE)	3	714		4.0 SF	12.0 SF

CULVERTS

BRIDGES

PIN: 1760.50

DESCRIPTION OF RETERRATIONS.	TOWN OF TICONDEROGA	UTIL QLVL = D	
	COUNTY: ESSEX REGION: 1		
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UTO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LI	CENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHI	TECT, LANDSCAPE ARCHITECT, OR	R LAND SURVEYOR
TO ALTER AN ITEM IN ANY WAY. IT AN ITEM BEARING THE STAMP OF A LI			



ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

SIGN TEXT DATA SHEET

CONTRACT NUMBER D035459

DRAWING NO. SGT-1

SHEET NO. 58

FILE NAME = ...\178850.CPH.SGT_02.dgr DATE/TIME = 3.5/2018 + USER = Jgentzler

36 X 36 S3-1 (BLACK ON GREEN) 5-2 645.5102 9.0 SF 1 30 X 30 W2-1 (BLACK ON YELLOW) 22-1, 40-1, 43-1 645.5202 6.3 SF 3 30 X 30 W2-2 (BLACK ON YELLOW) 28-1, 29-2, 30-1, 31-1 645.5202 6.3 SF 78 X 18 D3-1 (YELLOW ON BROWN) 44-7 Crown Point → 645.5202 9.8 SF 72 X 12 1-1, 1-1, 7-2, 7-4, 41-3, 44-5, 44-5 D3-1 (YELLOW ON BROWN) Shore Airport Rd 645.5202 6.0 SF 60 X 12 D3-1 (YELLOW ON BROWN) 7-3, 7-3 Shanahan Rd 645.5202 5.0 SF 60 X 12 D3-1 Mccaughin Rd 7-5, 7-5 645.5202 (YELLOW ON BROWN) 5.0 SF 66 X 12 D3-1 36-1, 36-1 Lester Hack Rd 645.5202 (YELLOW ON BROWN) 5.5 SF 2 AFFIX SEAL: GREENMAN - PEDERSEN, INC ON: 2/21/2018 ALTERED BY: ON: STATE OF NEW YORK AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS: CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION TOWN OF TICONDEROGA

M1-5	1-3, 1-3, 3-1, 3-3	74	645,5202	24 X 24	4.0 SF
(BLACK ON WHITE)	4			4.0 SF	16.0 SF
M1-6	1-6, 44-4	ESSEX A 3	645.5202	24 X 24	4 . 0 SF
(YELLOW ON BROWN)	2	COUNTY		3.0 SF	8.0 SF
I-5	1-6, 7-2, 7-5		C4E E202	24 X 24	4.0 SF
(YELLOW ON BROWN)	3		645.5202	4.0 SF	12.0 SF
I-7	1-4		645.5202	24 X 24	4.0 SF
(YELLOW ON BROWN)	1			4.0 SF	4. 0 SF
M6-1L	1-4, 7-5		645.5202	21 X 15	2.2 SF
(YELLOW ON BROWN)	2		0.1010202	2.2 SF	4.4 SF
M6-1R	7-2		645.5202	21 X 15	2.2 SF
(YELLOW ON BROWN)	1		013.3202	2.2 SF	2.2 SF
M6-3 (YELLOW ON BROWN)			645 5202	21 X 15	2.2 SF
(YELLOW ON BROWN)	1-6		645,5202	2.2 SF	2.2 SF
M6-4	44.4		645.5202	21 X 15	2.2 SF
(BLACK ON WHITE)	44-1		043,3202	2.2 SF	2 . 2 SF

BRIDGES

CULVERTS

COUNTY: ESSEX REGION: 1 IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

PIN: 1760.50

UTIL QLVL = D

9.0 SF

9.0 SF

6.3 SF

18.8 SF

6.3 SF

25.2 SF

9.8SF

9.8 SF

6.0 SF

42 SF

5.0 SF

10.0 SF

5.0 SF

10.0 SF

5.5 SF

11.0 SF



ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

SIGN TEXT DATA SHEET

CONTRACT NUMBER

D035459

DRAWING NO. SGT-2 SHEET NO. 59

FILE NAME = ...\178950.CPH_SGT_03.dgn
DATE/TIME = 3/5/2018
USER = Jgentzler

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DESTAN SUPERVISOR FRED MASTROTANNI JOR MANA

SN SUPERVISOR FRED MASTROIANNI JOB MANAGER CHR

AFFIX SEAL: GREENMAN - PEDERSEN, INC
ON: 2/21/2018

AS-BUILT REVISIONS
DESCRIPTION OF ALTERATIONS:

IT IS A VIOLATION OF LAW FOR TO ALTER AN ITEM IN ANY WAY SHALL STAMP THE DOCUMENT AND ANY WAY SHALL STAMP THE DOCUMENT AND ALTERATIONS.

D3-1 (YELLOW ON BROWN)	44-6, 44-6	Savayor p.	645 . 5202	48 X 12	4.0 SF
(TELLOW ON BROWN)	2	Sawyer Rd	01385202	4 . 0 SF	8.0 SF
D3-1	41-3, 41-3	Dolono	645.5202	48 X 12	4 . 0 SF
(YELLOW ON BROWN)	2	Delano Rd	645.5202	4.0 SF	8.0 SF
D3-1 (YELLOW ON BROWN)	44-6, 44-6	Kirby Pt	645,5202	42 X 12	3 . 5 SF
(TELLOW ON BROWN)	2	Kilby Ft	013.3202	3.5 SF	7 . 0 SF
D3-1	41-3, 41-3	Maplewood Ln	645 . 5202	60 X 12	5.0 SF
(YELLOW ON BROWN)	2	sp.011000 	043.32.02	5.0 SF	10 . 0 SF

M6-1L	1-4, 1-4		645.5202	21 X 15	2 . 2 SF	
(BLACK ON WHITE)	2			2.2 SF	4.4 SF	
M6-1L	1-4, 1-4	645.5202	21 X 15	2.2 SF		
(BLACK ON WHITE)	2			2.2 SF	4.4 SF	
M2-1		3-1, 3-3,	3-1, 3-3, 47 0 47,	645,5202	21 X 15	2.2 SF
(BLACK ON WHITE)			2.2 SF	8.8 SF		
M4-4 (MOD)	22_1 20_2 31_1	29-2, 31-1 Trucks	645.5202	18 X 12	1.5 SF	
(BLACK ON YELLOW)				1.5 SF	4.5 SF	
M4-4 (MOD)	28-1, 30-1		645.5202	18 X 12	1.5 SF	
(BLACK ON YELLOW)	20-1, 30-1	Plant		1.5 SF	3.0 SF	

TOWN OF TICONDEROGA

UTIL QLVL = D

COUNTY: ESSEX

REGION: 1

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PIN: 1760.50

BRIDGES

CULVERTS

CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION

GPI GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

SIGN TEXT DATA SHEET

ESSEX COUNTY

CONTRACT NUMBER

D035459

DRAWING NO. SGT-3 SHEET NO. 60

NE =\176050.cph_eoq-01.dgn NE = 3.5/2018 SR = Jgentzler
FILE NAME :: DATE/TIME :: USER ::

GPI GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS

ALL DIMENSIONS IN ft UNLESS OTHERWISE NOTED

ESTIMATE OF QUANTITIES

SHEET NO. 61 ESSEX COUNTY

CONTRACT NUMBER D035459

DRAWING NO. EOQ-1

AS-BUILT REVISIONS	CR 43 SHORE AIRPORT ROAD, ROADWAY SURFACE PRESERVATION	PIN: 1760.50	BRIDGES	CULVERTS
DESCRIPTION OF ALTERATIONS:	TOWN OF TICONDEROGA	UTIL QLVL = D		
	COUNTY: ESSEX REGION: 1			
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A L SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY"	ICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHI	TECT, LANDSCAPE ARCHITECT, O	R LAND SURVEYOR	₹

Item No.	Description	Unit	Quantity
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	1400
203.24010017	SHOULDER BACKUP MATERIAL	TON	1100
304.12	SUBBASE COURSE, TYPE 2	CY	730
402.000013	PLANT PRODUCTION QUALITY ADJUSTMENT TO HMA ITEMS	QU	688
402.000023	PAVEMENT DENSITY QUALITY ADJUSTMENT TO HMA ITEMS	QU	645
402.000053	TEST SECTION ADJUSTMENT TO HMA ITEMS	QU	200
402.017903	TRUE & LEVELING F9, SUPERPAVE HMA, 70 SERIES COMPACTION	TON	350
402.125203	12.5 F2 TOP COURSE HMA, 50 SERIES COMPACTION	TON	12900
402.258903	25 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	TON	130
402.378903	37.5 F9 BASE COURSE HMA, 80 SERIES COMPACTION	TON	330
407.0102	DILUTED TACK COAT	GAL	240
407.0103	STRAIGHT TACK COAT	GAL	12400
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	LF	29500
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	SY	1150
604.070101	ALTERING DRAINAGE STRUCTURES, LEACHING BASINS AND MANHOLES	EACH	1
604.10	PREFABRICATED ADJUSTMENT RINGS FOR MANHOLES	EACH	1
606.10	BOX BEAM GUIDE RAILING	LF	10750
606.100002	BOX BEAM GUIDE RAILING (SHOP BENT OR SHOP MITERED)	LF	1325
606.120201	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA	EACH	22
606.70	REMOVING AND DISPOSING CABLE GUIDE RAILING	LF	8500
606.79	REMOVING AND DISPOSING ANCHORAGE UNITS FOR CABLE GUIDE RAILING	EACH	32
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS ,AND VEGETATION CONTROL STRIPS	TON	150
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	1
621.04	CLEANING DRAINAGE STRUCTURES	EACH	1
623.02	CRUSHED GRAVEL (BY WEIGHT)	TON	16
624.020101	ASPHALT CONCRETE GUTTERS	TON	36
625.01	SURVEY OPERATIONS	LS	1
627.50140008	CUTTING PAVEMENT	LF	2950
637.11	ENGINEER'S FIELD OFFICE - TYPE 1	MNTH	4
637.34	OFFICE TECHNOLOGY AND SUPPLIES	DC	1
645.5202	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS, HIGH-VISIBILITY SHEETING	SF	520
645.81	TYPE A SIGN POSTS	EACH	82
647.52	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE II (30 - 100 SQUARE FEET)	EACH	1
647.61	REM AND DISPOSE GROUND MOUNTED TYPE A SIGN SUPPORT(S), FDNS AND ANY ATTACHED SIGNS - SIZE I (UNDER 30 SQUARE FEET)	EACH	13
685.11	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	46626
685.12	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	45520
685.14	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 20 MILS	EACH	4
697.03	FIELD CHANGE PAYMENT	DC	91300
698.04	ASPHALT PRICE ADJUSTMENT	DC	100
698.05	FUEL PRICE ADJUSTMENT	DC	100
698.06	STEEL/IRON PRICE ADJUSTMENT	DC	100
699.040001	MOBILIZATION	LS	1