
PROJECT MANUAL

COUNTY ROUTE 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS

TOWN OF TICONDEROGA, NY

March 13, 2019

D036169

PIN 1760.63

Prepared For:

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

Prepared By:

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

SUBMITTED IN ACCORDANCE WITH THE HIGHWAY LAW AND THE NYSDOT
STANDARD SPECIFICATIONS OFFICIALLY FINALIZED AND ADOPTED ON
JANUARY 1, 2019 AS POSTED ON THE DEPARTMENTS WEBSITE

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NOTICE TO BIDDERS

D036169
PIN 1760.63

REHABILITATION OF COUNTY ROUTE 43, SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS TOWN OF TICONDEROGA ESSEX COUNTY, NEW YORK

Sealed bids will be received by the Essex County Purchasing Agent (7551 Court Street, Elizabethtown, New York) until 2:00 pm, Tuesday, April 4, 2019, at which time they will be publicly opened and read aloud.

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 1760.63. 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 no 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 drainage rehabilitation 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 the rehabilitation of (15) culverts, placement of stone aprons and culvert end sections for scour protection, and miscellaneous drainage improvements.

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

Contract documents will be provided electronically on the County's website at www.co.essex.ny.us. Hard copy full and partial plan sets will not be distributed. Drawings and Specifications may be examined at the Essex County Purchasing Department, 7551 Court Street, Elizabethtown, NY.

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. Bids received from contractors other than those on the official plan holder's list will not be accepted.

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.

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

NTB-1

- Bidders Name and Address
- Sealed Bid D036169/PIN 1760.63 – Shore Airport Road (CR 43) Drainage Improvements,
- Date and Time of Bid Opening

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

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

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

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

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

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

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

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

OWNER

Essex County
 7551 Court Street
 Elizabethtown, New York 12932

OWNER’S CONTACT

Linda Wolf

 Purchasing Agent
 Essex County Government Center
 7551 Court Street
 Elizabethtown, NY 12932
 (518) 873-3332

ENGINEER

Christopher Cornwell, PE – Project Manager
 Jeff Gentzler, PE – Project Engineer
 Greenman-Pedersen, Inc
 80 Wolf Road, Suite 300
 Albany, New York 12205
 Phone: (518) 453-9431
jgentzler@gpinet.com

INSTRUCTIONS TO BIDDERS

PROJECT IDENTIFICATION:

Project Title: County Route 43 Shore Airport Road Drainage Improvements

- a) Owner: Essex County
- b) Engineer: Greenman-Pedersen, Inc.

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1. Defined Terms

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

- Bidder – one who submits a bid directly to owner as distinct from sub-bidder, who submits a bid to a bidder.
- Issuing Office – the office from which the bidding documents are to be issued and where the bidding procedures are to be administered.
- Successful Bidder – the lowest responsible, responsive bidder to whom owner (on the basis of owners evaluation as hereinafter provided) makes an award.
- Agreement – The written contract between OWNER and CONTRACTOR covering the Work to be performed.
- Bid – The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- Bidding Documents – The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids)
- Contract Times – 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.
- CONTRACTOR – The person, firm or corporation with whom Owner has entered into the Agreement.
- Drawings – 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.
- Effective Date of the Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.
- Engineer – The person, firm or corporation named as such in the Agreement.
- Notice of Award – 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.
- OWNER – 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, ducts, 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. Interpretation and Addenda

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. Bid Security

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. Contract Times

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

9. Liquidated Damages

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

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, or conditional Bids and to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate, to the extent permitted by law, contract times with the Successful Bidder.

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 OWNER'S 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. Prebid Conference

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

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 Contractor	No later than 15 days following Notice of Award

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

27. Prevailing Wages

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

28. Federal Aid Contract

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

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

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 1760.63

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	Right of Way Plan
	X	Earthwork Cross Sections
	X	Earthwork Sheets
X		Drainage Estimate Sheets
	X	Sign Face Layouts
X		Logs of Subsurface Exploration
	X	Tabulated Results of Probing
	X	Tabulated Depth to Bed Rock
X		Logs Showing Laboratory Description of Soil Samples
	X	Laboratory Test Data from Soil Samples
	X	Rock Outcrop Maps
	X	Granular Materials Resources Survey Reports
	X	Terrain Reconnaissance Reports
	X	Subsurface Data Obtained from Sources Outside the Department
	X	Granular Material Sources Report
X		Record Plans
	X	SPDES Report/SWPPP
X		Environmental Permits <ul style="list-style-type: none"> • Adirondack Park Agency Project Permit • Army Corps of Engineers – Nationwide #3 Permit • NYS Department of Environmental Conservation 401 Individual • Water Quality Certification

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:	
-------------------------	--

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

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-8)
- _____ 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)
- _____ Certification of Experience
- _____ Vendor Responsibility Questionnaire
- _____ W-9

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
- _____ One AAPHC-89 from each DBE subcontractor proposed

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

BID FORM

PROJECT IDENTIFICATION: PIN 1760.63
County Route 43 Shore Airport Road Drainage
Improvements
Essex County, New York

CONTRACT IDENTIFICATION: D036169

THIS BID IS SUBMITTED TO: Linda Wolf
Purchasing Agent
Essex County Government Center
7551 Court Street – PO Box 217
Elizabethtown, NY 12932

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents

2. Bidder accepts all the terms and conditions of the Advertisement or Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award

3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

 - b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.

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

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

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

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 CORPORATION)

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

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

the following project:

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

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

(NAME OF CORPORATION)

At meeting of its Board of Directors held on the _____ day of _____ 20__

By _____

Title _____

(SEAL)

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

D036169

P.I.N. 1760.63

CR 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
201.06	1	CLEARING AND GRUBBING				
		LUMP SUM				
203.07	25	SELECT GRANULAR FILL				
		PER CUBIC YARD				
204.01	10	CONTROLLED LOW STRENGTH MATERIAL (CLSM)				
		PER CUBIC YARD				
206.0201	550	TRENCH AND CULVERT EXCAVATION				
		PER CUBIC YARD				
209.1003	2,000	SEED AND MULCH - TEMPORARY				
		PER SQUARE YARD				

CARRY FORWARD _____

D036169

P.I.N. 1760.63

CR 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
209.18030124	90	VEGETATED MAT				
		PER SQUARE YARD				
209.2301	1,700	SEDIMENT FILTER LOG - TEMPORARY, 12"				
		PER LINEAR FOOT				
209.22	1,500	CONSTRUCTION ENTRANCE				
		PER SQUARE YARD				
555.0105	30	CONCRETE FOR STRUCTURES, CLASS A				
		PER CUBIC YARD				
555.10000006	11	ABANDON EXISTING CULVERT				
		PER CUBIC YARD				

CARRY FORWARD _____

D036169

P.I.N. 1760.63

CR 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
602.2101	9,000	LINING CULVERT WITH SHOTCRETE				
		PER SQUARE FOOT				
602.2742	125	LINING WITH PROFILE WALL HIGH DENSITY POLYETHYLENE PIPE, 42 INCH DIAMETER				
		PER LINEAR FOOT				
602.2760	330	LINING WITH PROFILE WALL HIGH DENSITY POLYETHYLENE PIPE, 60 INCH DIAMETER				
		PER LINEAR FOOT				
602.3624	180	LINING WITH CURED IN PLACE PIPE (CIPP), 24 INCH DIAMETER				
		PER LINEAR FOOT				
602.3636	550	LINING WITH CURED IN PLACE PIPE (CIPP), 36 INCH DIAMETER				
		PER LINEAR FOOT				

CARRY FORWARD _____

D036169

P.I.N. 1760.63

CR 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
603.171416	10	GALVANIZED STEEL END SECTIONS - PIPE (2-2/3" X 1/2" CORRUGATIONS) 24 INCH DIAMETER, 16 GAUGE				
		EACH				
603.171814	8	GALVANIZED STEEL END SECTIONS - PIPE (2-2/3" X 1/2" CORRUGATIONS) 36 INCH DIAMETER, 14 GAUGE				
		EACH				
603.172012	2	GALVANIZED STEEL END SECTIONS - PIPE (2-2/3" X 1/2" CORRUGATIONS) 48 INCH DIAMETER, 12 GAUGE				
		EACH				
603.172212	4	GALVANIZED STEEL END SECTIONS - PIPE (2-2/3" X 1/2" CORRUGATIONS) 72 INCH DIAMETER, 12 GAUGE				
		EACH				
607.0522	90	VINYL COATED STEEL CHAIN-LINK FENCE ON PLASTIC COATED FRAME WITH TOP TENSION WIRE 1830 MILLIMETER HIGH				
		PER LINEAR FOOT				

CARRY FORWARD _____

D036169

P.I.N. 1760.63

CR 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
607.96000008	45	REMOVE AND DISPOSE OF EXISTING FENCE				
		PER LINEAR FOOT				
610.1403	25	TOPSOIL - LAWNS				
		PER CUBIC YARD				
610.1602	200	TURF ESTABLISHMENT - LAWNS				
		PER SQUARE YARD				
619.01	1	BASIC WORK ZONE TRAFFIC CONTROL				
		LUMP SUM				
620.03	200	STONE FILLING - (LIGHT)				
		PER CUBIC YARD				

CARRY FORWARD _____

D036169

P.I.N. 1760.63

CR 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
620.08	100	BEDDING MATERIAL				
		PER CUBIC YARD				
620.29010009	100	NATIVE STREAM BED MATERIAL (A)				
		PER CUBIC YARD				
621.01	270	CLEANING CULVERTS WITH SPAN OF 50 IN. OR LESS				
		PER LINEAR FOOT				
625.01	1	SURVEY OPERATIONS				
		LUMP SUM				
637.11	4	ENGINEER'S FIELD OFFICE - TYPE 1				
		PER MONTH				

CARRY FORWARD _____

D036169

P.I.N. 1760.63

CR 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
637.34	3,000	OFFICE TECHNOLOGY AND SUPPLIES				
		ONE				
		DOLLARS & CENTS	1	00	3000	00
656.01	2,000	MISCELLANEOUS METALS				
		PER POUND				
697.03	78,000	FIELD CHANGE PAYMENT (FCP)				
		ONE				
		DOLLARS & CENTS	1	00	78000	00
698.05	100	FUEL PRICE ADJUSTMENT				
		ONE				
			1	00	100	00
698.06	100	STEEL/IRON PRICE ADJUSTMENT				
		ONE				
		DOLLARS & CENTS	1	00	100	00

CARRY FORWARD _____

D036169

P.I.N. 1760.63

CR 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS

BROUGHT FORWARD _____

ITEM NUMBER	ESTIMATED QUANTITY	ITEM DESCRIPTION WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
699.040001	NEC	MOBILIZATION				
		CANNOT EXCEED 4% OF BID TOTAL				
		LUMP SUM				
TOTAL OR GROSS SUM WRITTEN IN WORDS (BASE BID):			\$ _____			

CARRY FORWARD _____

BID BOND

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name and Include Location*):

BOND

Bond Number:

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

Penal sum

_____ (Words)

\$

_____ (Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By:

Signature

Print Name

Title

Attest:

Signature

Title

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

Title

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

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

AFFIDAVIT OF WORKERS COMPENSATION

State of _____

SS:

County of _____

of _____

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

Signed: _____

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Notary Public

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

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

NYS Department of Transportation
Office of 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

SEXUAL HARASSMENT PREVENTION CERTIFICATION FOR CONSTRUCTION CONTRACT BIDS
(Per NYSDOT EB 18-047, signed 12/20/2018)

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the New York State Labor Law.

I _____, being duly sworn, deposes and says that he/she is the
_____ of _____ and certify

_____ is compliance with maintaining a written policy addressing sexual harassment prevention in the workplace and providing annual sexual harassment prevention training to all their employees.

SWORN to before me this

_____ day of _____

20__

Notary Public: _____

CERTIFICATION OF EXPERIENCE

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

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

NAMES OF BUSINESS: _____ CONTACT NAME: _____

ADDRESS: _____

AMOUNT OF CONTRACT: _____ TELEPHONE NO.: _____

TYPE OF WORK: _____ FAX NO.: _____

**ESSEX COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

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

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

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

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

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

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

19. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES' WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? ___ YES ___ NO
Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? YES NO
Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; YES NO
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

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

**ESSEX COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # _____

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business: _____

Signature of Owner: _____

Printed Name of Signatory: _____

Title: _____

Address: _____ City, State, Zip: _____

Date: _____

Sworn before me this _____ day of
_____, 20____

Notary Public

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
					-					
					-					
OR										
Employer identification number										
					-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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INFORMATION FOR BIDDERS

Proposals to be entitled to consideration must be made in accordance with the following instructions:

1. Sealed proposals for performing the work described in the **NOTICE TO BIDDERS**. The awarding of the Contract, if awarded, will be made within forty-five (45) days after the opening of bids.
2. Proposals shall be made according to the form provided therefore, and all blank spaces in the form, that apply, shall be fully filled; numbers shall be stated, both in writing and figures; the signature shall be in longhand; and the completed form shall be without interlineations, alteration or erasures.
3. No proposals will be considered unless received and on hand at the specified time, date, and address to which proposals are to be opened. Proposals en route by mail or other means but not so received and on hand will not be considered. **NOTE: THERE IS NO GUARANTEED OVERNIGHT DELIVERY BEFORE 11:00 A.M. TO ELIZABETHTOWN.**
4. Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic, facsimile machine, or telephone proposals or modifications will be considered.
5. Proposals shall be addressed to the address indicated in the **NOTICE TO BIDDERS**.
6. Before submitting a proposal, bidders shall carefully examine the plans and specifications, visit the site of the work, fully inform themselves as to all the conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the Contract.
7. The competency and responsibility of the bidders and of their proposed sub-contractors will be considered in making the award.
8. Each proposal shall be accompanied by a Certified Check or Bid Bond in the amount of five percent (5%) of the bid. This shall be made payable to the Essex County Treasurer. The check shall insure the County of Essex of the adherence of the bidder to his proposal, the execution of the Contract, and the furnishing of a faithful performance, labor and materials payment bond by the bidder as specified in the Contract documents, if his proposal is accepted. Bonding company and bond must be approved by the Essex County Attorney.
9. Acceptance of a proposal will be a notice in writing, signed by the Essex County Manager.
10. Any Bidder whose proposal is accepted will be required to execute the Contract within ten (10) days after Notice of Contract has been awarded to the Company.
11. Work shall not be started prior to the Award of the Contract, and the Contractor must diligently continue work without unnecessary delays and with sufficient manpower and equipment to complete the work schedule detailed in the **PROJECT SCHEDULE**.
12. The Contractor shall upon execution of the Agreement furnish and deliver to the County of Essex a faithful Performance Bond and a labor and materials Payment Bond. He shall furnish and maintain said bonds at his own expense and without expense to the County until final acceptance of the work covered by the Agreement. Each bond coverage shall be one hundred percent (100%) of the amount of the total Contract price. The furnishing of the bonds shall be a condition precedent to the effectuation of an Agreement between the County and the Contractor. The bonds shall be in a form satisfactory to the County and shall be issued by a Surety Company licensed to do business in the State of New York.

13. It is a requirement of the County of Essex that for work performed under Contract that the Contractor procure and maintain at his own expense and without expense to the County, until final acceptance of the work by the County, the insurance listed below.

Before Commencement of any work, a Certificate or Certificates of Insurance must be furnished the County in forms satisfactory to the County Attorney.

All Certificates of Insurance must provide that the policy or policies shall not be changed or canceled until after at least thirty days (30) prior written notice has been given to the County.

When required by the Department of Public Works the "XCU" exclusion of the policy or policies shall be eliminated or show proof the "XCU" is covered.

THE KINDS OF INSURANCE, LIMITS, AND/OR CONDITIONS ARE AS FOLLOWS:

A. Worker's Compensation -- statutory - covering all operations and locations involved in the Contract.

B. Comprehensive General Liability - covering all operations and locations involved in the Contract including the following coverages:

1. Premises Operations
2. Independent Contractors and Sub-Contractors
3. Products and Completed Operations.
4. Broad Form Contractual

C. Comprehensive General Liability - covering all operations and locations involved in the Contract, including the following coverages:

1. Owned Automobiles
2. Hired Automobiles
3. Non-owned Automobiles.

Unless specifically required, each policy shall provide limits of not less than:

- Bodily Injury Liability-per occurrence - single limit of \$1,000,000.00
- Property Damage Liability-per occurrence - single limit of \$1,000,000.00

D. New York State Disability Benefits - Statutory

STANDARD INSURANCE REQUIREMENTS AND INDEMNIFICATION REQUIREMENT

All policies and Certificates of Insurance of the Contractor shall contain the following clauses:

1. Essex County is named as an additional assured. Insurers shall have no right of recovery or subrogation against the County of Essex (including its agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

2. The clause "other insurance provisions" in a policy in which the County of Essex is named as an insured, shall not apply to the County of Essex.

3. The Insurance Companies issuing the policy or policies shall have no recourse against the County of Essex (including its agents or agencies) for payment of any premiums or for assessments under any form of policy.

4. Any and all deductibles in the above-described insurance policies shall be assumed by and at the risk of the Contractor.

The following indemnification agreement shall be, and is hereby, a provision of the Contract and shall be endorsed on the reverse side of all Certificates of Insurance:

The Contractor, person or firm agrees to protect, defend, indemnify and hold the County of Essex and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expense or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all costs and expense related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

14. Blasting - the Contractor shall comply with the requirements of the Penal Law, Section 1918, as amended, regarding blasting.

15. Wages - the Contractor shall pay a minimum wage which shall be equal to the hourly wage as scheduled by the New York State Department of Labor for the various classes of labor, such schedules being the prevailing rate in Essex County at the time of the receipt of bids. (See Attachment No. 1 - Prevailing Wage Rate). In addition, the following requirements of the Labor Law of the State of New York shall be complied with:

A. Latest amendments of Sections 220, 220-d and 220-e, 222 and 222-e.

16. Estimates and Payments - As the work progresses but not more than once a month and then on such days as he may fix, the Engineer will make an estimate in writing of the amount and value of the work performed and the materials and equipment incorporated in the work, such as in his opinion is just and fair. The first such estimate will be of the amount and value of work performed and material and equipment incorporated in the work since the Contractor began the work under the Contract. Every subsequent estimate except the final estimate will be of the amount incorporated in the work since the last preceding estimate was made. Except for the final estimate the amount of each such estimate less five percent (5%) retainage will be paid the Contractor within a reasonable time after the date of completion of such estimate by the Engineer. The retained percentage will be held until payment of the final estimate.

All estimates will be made for actual quantities of work performed and materials and equipment incorporated in the work as determined by the measurements of the Engineer, and this determination shall be accepted as final, conclusive and binding upon the Contractor. All estimates will be subject to correction in any succeeding estimate.

The Contractor shall furnish to the Engineer, prior to his making up any partial or final estimate, a copy of his and his sub-Contractor's weekly payrolls for each and every preceding payroll period. The payroll submitted shall be a certified true copy and shall contain full information including, but not limited to, the number of hours worked, rate, classification and total sum paid each employee charged to or working on the job.

With all except the first estimate, the Contractor shall furnish to the Engineer a sworn statement listing all unpaid bills and liabilities incurred under the Contract. Where there are any bills or liabilities in excess of money due under any estimate, the Engineer may withhold payment of the estimate pending a satisfactory proof of settlement or adjustment of any excess claims.

Subject to the prior approval of the Superintendent of Public Works, allowances for the value of certain materials or equipment stored on the construction site but not incorporated in the work may be used by the Engineer in making up estimates for partial payment, upon written request by the Contractor, subject to the following conditions.

A. The material or equipment is stored and maintained on the construction site in first class condition in the manner directed by the Engineer.

B. The material will not be used or the equipment will not be installed within forty-five (45) days from the date of the submission of the Contractor's request for partial payment.

C. The Contractor has submitted certified copies of the manufacturer's or vendor's invoices or statements establishing the true purchase value of the material or equipment and evidence that the accounts for the claimed material or equipment have been paid in full.

Allowances for such materials or equipment shall not exceed ninety percent (90%) of the stored material or equipment, but the actual allowances incorporated in the estimates will be at the discretion of the Engineer.

Upon the completion of the required work as shown and specified in the Contract documents, should the final estimate of quantities show either an increase or decrease from the approximate estimates of quantities, then such variations will be computed at the unit price bid and the final estimate will be that arrived at by adding or deducting the respective amount from the gross sum bid.

The final estimate will be prepared after the work has been completed; tested and approved by the Engineer and after acceptance of the work has been given by the Superintendent of Public Works. No final estimate will be approved for payment unless and until the Contractor furnishes satisfactory proof that all bills and liabilities incurred under the Contract have been paid in full. Payments on the final estimate will not be made prior to the expiration of thirty-one (31) days from the date of acceptance of the work.

17. Contract Drawings - The Design Drawings, detailed in the **SPECIFICATIONS** show in general and/or in detail the work to be done under this Contract.

Upon request and after award and execution of the Contract, the successful Bidder will be issued for permanent possession a maximum of five (5) complete sets of the Contract Drawings and Specifications at no cost to him.

Additional sets beyond that number, requested by the Contractor, will be furnished to him by the Department, but at his expense.

18. Conditions of Work. Each Bidder must inform himself fully of the conditions relating to the work to be performed. Failure to do so will not relieve a successful Bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract documents and to complete the contemplated work for the consideration set forth in his bid.

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract documents (including all addenda).

19. Addenda and Interpretation. No interpretation of the meaning of the plans, specifications or other Contract documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the Essex County Department of Public Works, 8053 US Route 9, Elizabethtown, NY 12932, and to be given consideration must be received at least five (5) days prior to the date fixed for opening the bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications or plans which if issued will be mailed by Certified Mail with return receipt requested to all prospective Bidders (at the respective Addresses furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation or any other form, instrument or document shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract.

20. Shown Quantities and Site Inspection. All bids shall be submitted upon the following express conditions which shall apply to and become a part of every bid received. The quantities shown on the Proposal Sheets opposite items of the work for which unit prices are to be bid are accepted by Bidders as being approximate estimated quantities. Bidders shall satisfy themselves by personal examination of the location of the proposed work and surroundings thereof, and by such other means, as they may prefer, as to the scope of the work and the accuracy of the approximate estimated quantities; and shall not at any time after submission of their bids dispute such approximate estimated quantities nor assert that there was any misunderstanding in regard to the quantity or kind of materials to be furnished, or work to be done.

The Contractor waives all claims of any nature due to a misunderstanding of the location, character, or other conditions surrounding the work or of the shown approximate estimated quantities of items of the work.

21. Increase or Decrease of Quantities: Elimination of Items: In entering into this Contract, the Contractor agrees that quantities shown on the proposal sheets opposite items of the work for which unit prices have been requested are approximate estimated quantities, and that during the progress of the work the County may find it advisable and shall have the right to omit portions of the work, and to increase or decrease the whole work; and that the County reserves the right to add to or take from the total amount of the work up to a limit of thirty percent (30%) of the total amount of the Contract based upon the executed Contract price for all the specified work.

The Contractor shall and will at no time make any claim for anticipated profit or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished and the original specified scope of work and the shown approximate estimated quantities.

The aforesaid thirty percent (30%) pertains to the total amount of the Contract and not to any individual item. Individual items may be increased or decreased any amount or may be eliminated entirely if so ordered by the Engineer, excepting that the total amount of the Contract shall not be increased or decreased more than thirty percent (30%) except by mutual agreement between both parties thereto.

22. State and Local Sales Tax Exemption. The Contractor's attention is directed to the changes made in Section 1115 of the Tax Law of New York State by Chapters 513 and 514 of the Laws of 1974. In connection with capital improvement Contracts entered into on or after September 1, 1974, all tangible personal property which will become an integral component of a structure, building or real property of New York State, or any of its political subdivisions, including the County of Essex, is exempt from State and Local retail sales tax and compensating use tax.

In formulating their proposals, all Bidders shall exclude any dollar amounts for the payment of State and Local retail sales tax and compensating use tax. The successful Bidder shall be obligated to file the required Contractor Exempt Purchase Certificates, a sample of which is reproduced on the following pages of this Information for Bidders.

23. Engineering Charges. When the work embraced in the Contract is not completed on or before the date specified herein, engineering and inspection expenses incurred by the County of Essex upon the work from the completion date originally fixed in the Contract to the final date of completion of work may be charged to the Contractor and be deducted from the final monies due the Contractor. Consideration of any extra work or supplemental Contract work added to the original will be given due consideration by the County before assessing engineering and inspection charges against the Contractor. Such charges will be assessed, however in cases where in the opinion of the Engineer, the work has been unduly delayed by the Contractor.

24. Apprentices. The attention of all Bidders is directed to Section 220 (3-e) of the New York State Labor Law, which is hereby incorporated herein by reference, which requires, among other things, that "Apprentices will be permitted to work as such only when they are registered, individually, under a bona fide program registered with the New York State Department of Labor".

25. Affirmative Action Provision. During the performance of this Contract, the Contractor agrees that he will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to include, or require the inclusion of the above provision in any subcontract made pursuant to its Contract with the County.

26. Certificate of Authority from the State of New York. Any corporation not incorporated under the Laws of New York State, must furnish a copy of its Certificate of Authority, from the New York State Secretary of State, to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law.

27. Licensing Requirements. On building alterations and new building construction Contracts, it shall be a requirement that all electrical and plumbing work be done under the direct supervision of a licensed electrician or plumber. For the purpose of this Contract, licensing shall mean licensure in a municipality in the geographic limits of Essex, Warren, Clinton, or Franklin Counties.

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GENERAL CLAUSES

1. Material and Workmanship

It is the intent of these specifications to require first-class work constructed of new and best quality materials unless otherwise stated. For any unexpected features arising during the progress of the work and not fully covered herein, the specifications shall be interpreted by the Engineer to require first-class work and materials, and such interpretations shall be accepted by the Contractor. Upon award of the Contract the Contractor shall furnish in writing to the Engineer the sources of supply for concrete, and other materials, which he proposes to use in the work, and material shall not be furnished from other sources of supply except after approval by the Engineer.

2. Definitions

OWNER - The County of Essex

COUNTY - Party of the First part to the Contract as represented by the Superintendent of Public Works for the County of Essex.

SUPERINTENDENT - The head of the Department of Public Works of the County of Essex.

ENGINEER - The Superintendent of Public Works or his duly authorized representative.

INSPECTOR - The representative of the Engineer specially designated to supervise the work for which these specifications are intended.

PLANS - All official drawings or reproductions of drawings pertaining to the work or to any structure connected therewith.

SPECIFICATIONS - The body of directions, requirements, etc., contained in this present volume, together with all documents of the methods (or manner) of performing the work or to the quantities and quality. Specifications shall also include the Notice to Contractors, Instructions to Bidders, Bond, Proposal and Contract Agreement.

CONTRACT - Shall mean each of the various parts of these documents both as a whole or severally and except for titles, subtitles, headings and table of contents, shall include the Notice to Bidders, Information for Bidders, the Proposal, the Specifications, the Performance Bond, the Plans, the Contract Form, and all addenda and provisions required by law.

CONTRACTOR - Party of the second part to the contract acting directly or through his agents, sub-contractors, or employees, and who is responsible for all debts pertaining to and for the acceptable performance of the work for which he had contracted.

A.A.S.H.T.O. - American Association of State Highway and Transportation Officials

A.R.E.A. - American Railway Engineering Association

A.S.T.M. - American Society of Testing Materials

A.W.W.A. - American Water Works Association

N.E.C. - National Electrical Code

N.E.M.A. - National Electric Manufacturers Association

SURETY - The corporate body which is bound with and for the Contractor and which engages to be responsible for the faithful performance of the Contract and to indemnify the County against all claims for damages.

3. Boundaries of Work

The County will provide land or rights-of-way for the work specified in this Contract. Other contractors, employees or concessionaires of the County, may for all necessary purposes enter upon the work and premises used by the Contractor, and the Contractor shall give to other contractors and employees of the County all reasonable facilities and assistance for the completion of adjoining work.

4. Proper Method of Work and Proper Materials

The Engineer shall have the power in general to direct the order and sequence of the work, which will be such as to permit the entire work under this contract to be started and to proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion at about the same time. If at any time before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase efficiency or to improve their character, and the Contractor shall conform to such order; but the failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress specified.

5. Control of Area

Unloading of materials and parking of equipment shall be subject to the orders of the Engineer so far as he may find necessary for the protection and safety of the traveling public and the preservation of property.

6. Permits, Fees, Etc.

All necessary permits from County, State or other concerned Public Authorities shall be secured at the cost and expense of the Contractor. He shall also give all notices required by law, ordinance, or the rules and regulations of the concerned Public Bureaus or Departments, and also as a part of the Contract, comply without extra charge or compensation with all State Laws and all other Ordinances or Regulations that may be applicable to this work. Contractor, however, shall first notify the Owner before proceeding with the securing of all necessary permits and the giving of required notices.

7. Traffic

The Contractor shall be responsible for the Maintenance and Protection of traffic at all times until the date of completion and acceptance of his work. During the whole course of the work the Contractor shall so conduct his work and operations so as to interfere with traffic passing the work as little as possible and effect by every reasonable means the safety and comfort of pedestrians, vehicles and vehicle passengers passing the work.

8. Inspection

The Contractor shall at all times provide convenient access and safe and proper facilities for the inspection of all parts of the work. No work, except such shop work as may be so permitted, shall be done except in the presence of the Engineer or his assistants. No material of any kind shall be used upon the work until it has been inspected and accepted by the Engineer. All materials rejected shall be immediately removed from the work and not again offered for inspection. Any materials or workmanship found at any time to be defective shall be remedied at once, regardless of previous inspection. The inspection and supervision of the work by the Engineer is intended to aid the Contractor in supplying labor and materials in accordance with the specifications, but such inspection shall not operate to release the Contractor from any of his contract obligations.

9. Stopping Work

The Engineer may stop by written order any work or any part of the work under this contract if, in his opinion the methods employed or conditions are such that unsatisfactory work might result. When work is so stopped it shall not be resumed until the methods or conditions are revised to the satisfaction of the Engineer, which must be signified in writing.

10. Dimensions

Figured dimensions on the plans shall be given preference over scaled dimensions, but shall be checked by the Contractor before starting construction. Any errors, omissions or discrepancies shall be brought to the attention of the Engineer and his decision hereon shall be final.

11. Utilities and Service Lines

The Contractor is hereby warned that a reasonable opportunity is to be given the Municipalities and Public Service Corporations to alter and install pipes, conduits or other structures prior to placing of pavement. No guarantee is given that public utility structures and service lines herein shown are correctly located. Locations given are from the best available information

12. Sanitary Regulations

Necessary housing convenience for the use of the workmen for changing clothes and for protection during inclement weather shall be provided. Toilet accommodations, properly secluded from observation, shall also be erected and maintained by the Contractor in such manner and at such points as shall be approved, and their use shall be strictly enforced. The Contractor shall obey and enforce such other sanitary regulations and orders and shall take such precautions against infectious diseases as may be deemed necessary. The building of shanties or other structures for housing the men, tools, machinery or supplies will be permitted only at approved places, and the sanitary condition of the grounds in and at such shanties or other structures must be at all times maintained in a satisfactory manner.

13. Representative Always Present

The Contractor in case of his absence from the work shall have a competent representative or foreman present, who shall follow without delay, all instructions of the Engineer or his assistants in the prosecution and completion of the work in conformity with this Contract, and shall have full authority to supply labor and materials immediately.

14. Work in Bad Weather

During freezing, stormy or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout.

15. Protection of Work until Completion

The Contractor shall be responsible for the protection and maintenance of his work until the same has been accepted by the Owner and shall make good any damage to the work caused by floods, storms, settlements, accidents, or acts or the negligence of himself or his employees or others so that the complete work when turned over to the Owner will be in first-class condition and in accordance with the plans and specifications.

16. Removal of Temporary Structures and Cleaning Up

On or before the completion of the work the Contractor shall, without charge therefore, tear down and remove all buildings and other structures built by him for facilitating the carrying out of the work, and shall remove all rubbish of all kinds from the grounds which he has occupied, shall do any small amount of additional trimming and grading and shall leave the entire work and premises clean, neat and in good condition. The Contractor shall provide at his own expense suitable dumping places for such materials. When the necessity for protecting traffic ends, the Contractor shall remove all signs, lighting devices, barricades and temporary railing from the site of the work.

17. Gross Loads Hauled on Highway

The Contractor shall at no time during the construction of the Contract, haul gross loads exceeding the legal limit prescribed by the Highway Law over the highways of access to, or the highway included in this contract.

18. Repairs Caused by Damage Due to Contractor's Operations

In the event that damage is caused to structures, surfacing, pavement, shrubbery, trees, or to grassed areas through trucking operations, delivery of materials, the actual performance of the work, or other causes, the Contractor shall fully restore the same to their original condition at his own expense. In the event that damages to any one area are caused by more than one contractor, the Engineer will apportion the amount of repair work to be done by each contractor. The decision of the Engineer shall be final.

19. Property Damage

The Contractor shall not enter upon nor make use of any private property along the line of work except when written permission is secured from the Owner. In case of any damage or injury done along the line of work in consequence of any act or omission on the part of the Contractor, or any one in his employ, in carrying out the contract, the Contractor shall at his own expense restore the same or make repairs as are necessary in consequence thereof in a manner satisfactory to the Owner; provided, however, that the obligation thus assumed by the Contractor shall not inure directly or indirectly to the benefit of any insurer of physical damage to property or loss of use, rents or profits of property regardless of whether the insurer has actually paid the claim or made only a loan to its insured, nor to the latter if he shall waive or abandon any claim against his insurer or insurers.

20. Claims for Damages

No claims of any description for damages or delays caused by the work or negligence of other contractors will be allowed. Allowance will be made, however, for extension of the time of completion, provided, in the opinion of the Engineer, the delays of other contractors have actually delayed completion and further provided, that the Contractor has complied with those sections of the contract documents governing progress of the work, time of completion and extension of time.

21. Equivalent Quality

Wherever in the Contract Documents an article, material, apparatus, product or process is called for by trade name or catalog reference, or by the name of the patentee, manufacturer or dealer, it shall be the basis of the bid and shall be furnished under the Contract unless otherwise permitted by the Engineer. Should the Contractor desire to substitute other articles, materials, apparatus, products or processes, he shall apply to the Engineer in writing for approval of such substitution. With this application shall be furnished such information as required by the Engineer to demonstrate that the article, material, apparatus, product or process he wishes to use is the equal of that specified in quality, finish, design, efficiency and durability and has been elsewhere demonstrated to be equally serviceable for the purpose for which it is intended. The Contractor shall set forth the reasons for desiring to make the substitution and shall further state what difference, if any, will be made in the Contract price for such substitution should it be accepted; it being the intent hereunder that any savings shall accrue to the benefit of the County. If the Engineer shall reject any such desired substitution as not being the equal of that specifically named in the contract, or if he shall determine that the adjustment in price in favor of the County is insufficient, the Contractor shall immediately proceed to furnish the designated article, material, apparatus, product or process. Where two or more articles, materials, apparatus, products or processes are listed as acceptable by reference to trade name or otherwise, the choice of these will be optional to the Contractor.

22. Payment

No direct payment will be made for work done or materials furnished under the Information for Bidders, General Clauses and Special Clauses, except where expressly stated elsewhere, but compensation shall be deemed to be

included in the contract lump sum price for the total work and/or the contract unit prices for the various items of the work.

23. Extra Work: Increased Compensation

Decreased Work: Credit to the Owner

The Engineer may, at any time, by a written order, and without notice to the sureties, require the performance of extra work or require or approve changes in the work, or Decreased work ("work" to include but not be limited to specified methods of performing work) as he may deem necessary or desirable. The amount of compensation to be paid to the Contractor for any Extra Work, as so ordered, or credit to the Owner for such Decreased Work, as so ordered or approved, shall be determined as follows:

First: By such applicable unit prices, if any, as set forth in the Contract; or Second: If no such unit prices are so set forth, then by unit prices or by a lump sum, or sums, mutually agreed upon by the Engineer and the Contractor; or Third: If, in the opinion of the Engineer, the aforesaid unit prices, under "First" above, are not applicable, or if the two parties hereto cannot reach agreement as to new unit prices or a lump sum, or sums, under "Second" above, then by the actual net cost in money to the Contractor of the materials and of the wages of applied labor (including cost of supplements provided and premiums for Workmen's Compensation Insurance) required for such Extra Work, plus thirty percentum as compensation for all items of profit and costs or expenses including administration, overhead, superintendence, insurance (other than Workmen's Compensation Insurance) materials used in temporary structures, allowances made by the Contractor to subcontractors, including those made for overhead and profit, additional premiums upon the performance bond of the Contractor and the use of small tools and any and all other costs and expenses not enumerated above, plus such rental for plant and equipment (other than small tools) required and approved for such extra work. Where extra work is performed by a Subcontractor, the thirty percentum stipulated above shall be divided between the Contractor and the Subcontractor as per their contractual agreement, or if not defined herein, then as the Contractor sees fit.

Rental rates for any power-operated machinery, trucks or equipment, which it may be found necessary to use as in "Third" above, shall be negotiated between the Engineer and the Contractor. These rates shall be reasonable and shall be based on those prevailing in the area of the County where such work is to be done, and they shall be agreed upon in writing before the work is begun.

These rates shall include all repairs, fuel, lubricants, applicable taxes, insurance, depreciation, storage and all attachments complete, ready to operate, but excluding operators. Operators shall be paid as stated hereinabove for labor.

For equipment which is already on the project, the rental price shall start when ordered to work by the Engineer, and shall continue until ordered to discontinue by him.

No percentage shall be added to the amounts of equipment rental prices agreed upon, but the price agreed upon shall be the total compensation allowed for the use of such equipment.

The provisions hereof shall not affect the power of the Contractor to act in case of emergency.

24. Disputed Work - Notice of Claims for Damages

If the Contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with or is not required by the terms and provisions of this Contract, he must promptly, within five calendar days after being directed to perform such work, notify the Engineer, in writing, of his contentions with respect thereto and request a final determination thereon. If the Engineer determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the contractor shall

promptly comply. In order, however, to preserve his right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Engineer's determination and direction, notify the Engineer, in writing that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefore.

On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, or alleged to have been sustained, the Contractor shall file with the Engineer an itemized statement setting forth in detail the hours, rates, amounts, etc., of the labor, materials, equipment and other costs of such damages incurred during the preceding month, and, unless such statement shall be made as thus required, his claim for compensation shall be forfeited and invalidated and he shall not be entitled to payment on account of any such damage.

In addition to the foregoing statements, the Contractor shall, upon notice from the Superintendent of Public Works, produce for examination by the duly appointed representative of the Superintendent of Public Works, all his books of accounts, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, checkbooks and cancelled checks, showing all of his acts and transactions in connection with or relating to or arising by reason of this contract, and submit himself, his agents, servants and employees for examination under oath by a duly appointed representative designated by the Superintendent of Public Works to investigate claims made against the County. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination and the Contractor, his agents, servants, and employees submit themselves for examination as aforesaid, the County shall be released from all claims arising under, relating to or by reason of this contract, except for the sums certified by the Engineer to be due under the provisions of this contract. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the County to recover any sum in excess of the sums certified by the Engineer to be due under or by reason of this Contract, the Contractor must allege in his complaint and prove, at the trial, compliance with the provisions of this article.

Before final acceptance of the work by the County, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Determinations and decisions in case any questions shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefore, until the matter in question has been adjusted.

25. Disqualification from Public Contracts of Persons who refuse to Waive Immunity

When Called to Testify Before a Grand Jury. It is understood and agreed by the Contractor that upon the refusal of the Contractor, or if the Contractor is a partnership or corporation, upon the refusal of a member, partner, director or officer of such partnership or corporation, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political subdivision thereof, or of a public authority, to sign a waiver of immunity against any future criminal prosecution or to answer any relevant question concerning such transaction or contract,

- (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with the State, the County of Essex, or any public department or official thereof, for goods, work or services, for a period of five (5) years after such refusal to sign a waiver of immunity; and
- (b) any and all contracts made with the State, the County of Essex or any public department, agency or official thereof, since July 1, 1959 by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the State, or by the

County of Essex, without incurring any penalty or owing pursuant to said transaction or contract prior to the cancellation and termination, shall be paid.

26. Contractor's Report of Employment and Weekly Affidavit

Each week the Contractor shall furnish to the Superintendent of Public Works a report of employment and affidavit in the form as shown within.

27. Subletting

As soon as practicable after execution of the contract, the successful bidder shall submit to the County for approval, a list with the names and addresses of the subcontractors to whom he is proposing to sublet parts of the work, and statements of the work they are to perform. He shall also submit additional information regarding their qualifications as may be later requested by the County. No part of the work may be sublet until after the Contractor has received the County's approval.

The Contractor shall be fully responsible for all acts and omissions of his subcontractors and persons directly or indirectly employed by them, and the County's approval to sublet parts of the work will in no way relieve the Contractor of any of his obligations under the Contract. All dealings of the Engineer with the subcontractors shall be through the Contractor, subcontractors being recognized by the County only as employees of the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind the subcontractors to the Contractor by all applicable provisions of the contract documents executed between the Contractor and the County, but this shall not be construed as creating any contractual relationship between subcontractors and the County. Prior to approval of the subcontractors, the County has the right to review and recommend changes in the subcontracts.

The County may designate the percentage and the specific parts of the total work that can be sublet by the Contractor, and if this designation has been made, it will be described in the Special Clauses.

28. Assignment of Contract

The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract or any part of it or any monies due and payable under the Contract, without prior written approval of the County. If such approvals are granted by the County, they shall in no way relieve the Contractor from any of his obligations under the terms of this contract. All documents assigning the Contract or any part of it or any monies due and payable under the Contract shall under the Contract shall contain a clause stating that all monies to be paid the assignee in accordance with the terms of the Contractor's contract with the County, are subject to a prior lien for services rendered or materials and equipment supplying such materials and equipment.

29. Claims and Disputes

Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the contract. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim. The written notice of claim must be accompanied by full documentation and proof to substantiate the claim.

Decision of Essex County, its Engineer or Construction Manager. Claims shall be referred initially to the County or its Engineer or Construction Manager for action as provided below. A decision by the County or its Engineer or Construction Manager, shall be required as a condition precedent to litigation of a Claim between Essex County and Contractor as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision

by the County or Construction Manager in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) **the position of the County _____** or Construction Manager is vacant, (2) the County or Construction Manager has not received evidence or has failed to render a decision within agreed time limits, (3) the County or its Engineer or Construction Manager has failed to take action required within 15 days after the Claim is made, (4) 45 days has passed after the Claim has been referred to the County or its Engineer or Construction Manager or (5) the Claim relates to a mechanic's lien.

Time Limits on Claims. Claims by either party must be made with 15 days after occurrence of the event giving rise to such Claim or within 15 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

Continuing Contract Performance. Pending final resolution of a Claim, unless otherwise agreed in writing Contractor shall proceed diligently with performance of the Contract and Essex County shall continue to make payments in accordance with the Contract Documents.

Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by Essex County except those arising from:

- (a) Liens, Claims, security interest or encumbrances arising out of the Contract and unsettled;
- (b) Failure of the Work to comply with the requirements of the Contracts Documents; or
- (c) Terms of special warranties required by the Contract Documents.

Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 15 days after first observance of the conditions. The County or its Engineer or Construction Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the County or its Engineer or Construction Manager determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the County shall so notify the County and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 15 days after the County has given notice of the decision. If the County and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the County or its Engineer or Construction Manager for initial determination.

Claim for Additional Cost. If Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the work. If Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the County or its Engineer or Construction Manager, (2) an order by the County to stop the Work where Contractor was not at fault, (3) a written order for a minor change in the Work issued by the County or its Engineer or Construction Manager, (4) failure of payment by Essex County, (5) termination of the contract by Essex County, (6) Essex County's suspension or (7) other reasonable grounds, Claim shall be filed and evaluated in accordance with the procedure established herein and under this Section 29 and Section 30 of these Supplementary Conditions.

30. Resolution of Claims and Disputes

The County or Construction Manager will review Claims and take one or more of the following preliminary actions within fifteen (15) days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the County or Construction Manager expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. The County or Construction Manager may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

If a Claim has been resolved, the County or Construction Manager will prepare or obtain appropriate documentation.

If a Claim has not been resolved, the party making the Claim shall, within ten days after the County or Construction Manager's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the County or Construction Manager, (2) modify the initial Claim or (3) notify the County or Construction Manager that the initial Claim stands.

If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the County or Construction Manager, the County or Construction Manager will notify the parties in writing that the County or Construction Manager's decision will be made within ten (10) days, which decision shall be final and binding on the parties but subject to arbitration. Upon expiration of such time period, the County or Construction Manager will render to the parties the County or Construction Manager's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the County or Construction Manager may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

The parties expressly agree that any and all controversies and claims arising out this contract will not be referred to arbitration but will be referred and brought in a Court of competent jurisdiction within Essex County, New York.

31. Delays

Essex County shall not be liable to the Contractor or any subcontractors for claims or damages of any nature caused by or rising out of delays. The sole remedy against Essex County for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to those resulting from increased labor or material costs, directions given or not given by Essex County, including scheduling of the work, or an account of any delay, or on account of any delay, obstruction, or hindrance for any cause whatsoever by Essex County, or its agents or any other Contractor on the project, whether or not foreseeable or anticipated. CONTRACTOR AGREES THAT ITS SOLE RIGHT AND REMEDY THEREFORE SHALL BE AN EXTENSION OF TIME, IF APPROPRIATE. IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY CONTRACTOR FOR ANY DELAY AGAINST ESSEX COUNTY, CONSTRUCTION MANAGER, OR ITS ENGINEER BASED ON ANY REASON AND THAT CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME.

32. Overlapping Work

The Contractor shall take notice that because of work on other contracts within and adjacent to the contract limits he may not have exclusive occupancy of the territory within or adjacent to the contract limits, and that during the life of this contract the owners and operators of Public Utilities may make changes in their facilities. The said changes may be made by utility employees or by contract within or adjacent to the contract limits and may be both temporary and permanent. The Contractor shall cooperate with other Contractors and owners of various utilities and shall coordinate and arrange the sequence of his work to conform with the progressive operations of work already or to be put under contract. Cooperation with Contractors already or to be engaged upon the site is essential to properly coordinate the construction efforts of all Contractors, Utility owners and Sub-contractors engaged in work within

and adjacent to the contract limits.

The Contractor shall coordinate the work of his various Subcontractors. Their respective operations shall be arranged and conducted so that delays are avoided. Where the work of the Contractor or Subcontractors overlaps or dovetails with that of other Contractors, materials shall be delivered and operations conducted so as to carry on the work continuously in an efficient and workmanlike manner. Delays or oversights on the part of the Contractor or Subcontractors or Utility Owners in performing their work in the proper manner thereby causing cutting, removing and replacing work already in place, shall not be the basis for a claim for extra compensation.

In the event of interference between operations of Utility Owners and other Contractors, the Engineer shall be the sole judge of the rights of each Contractor and the sequence of work necessary to expedite the completion of the entire project, and in all cases his decision shall be final. The Contractor agrees that he has included in his unit prices bid for the various items of the Contract the possible additional cost of performing the work under this contract because he may not have a clear site for his work and because of possible interference of roadway use, other Contractors and necessary utility work, and the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed.

Delays in availability of any part of the site or any delays due to interference between the several Contractors and the Utility Owners shall be compensated for by the Engineer solely through granting an extension of time in which to complete the work of the contract without assessment of Engineering charges. The Contractor in submitting his bid hereby agrees that he shall make no other claim against the County for any damages due to such delays or interference.

CONTRACTOR'S REPORT OF EMPLOYMENT AND WEEKLY AFFIDAVIT

County of Essex

Department of Public Works

Contract No. _____ Report No. _____ Weeks Ending _____

Title of Contract and Location _____

Contractor or Subcontractor _____

Address _____

I, _____
(Name of signatory person and title)

being duly sworn, to depose and say, that I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor)

on the above referenced contract work; that during the payroll period commencing on the ____ day of _____
____ 20__ and ending on the ____ day of _____, 20__, all persons employed by me on the contract
work have been paid the full weekly wages earned; that no rebates have been made or will be made either directly or
indirectly to or on behalf of said _____, other than those deductions which are
permissible or required by the various Federal, State or local statutes and ordinances; and that the following
summary of wages paid is true and accurate:

	<u>During the Week</u>	<u>Total to Date</u>
Number of names on payroll		
Hours works		
Total wages earned		

By _____
(Signature and Title)

State of _____) ss.
County of _____)

Sworn to before me this ____ day of _____ 20__

_____ Notary Public

The above summary of wages paid is true and accurate as to facts and extensions, to the best of my knowledge and belief.

(DATE)

(Signature & Title of Essex County Public Works Engineer)

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APPENDIX A – NYS DEC Municipal General Permit

STANDARD SPECIAL CLAUSES
ROAD AND BRIDGE CONSTRUCTION CONTRACTS

1. Intent.

The Special Clauses modify or supplement the Information to Bidders, the General Clauses and the Standard Itemized Specifications and govern where there is conflict with those documents.

2. Contract Items.

All Materials of Construction, General Construction Items and Item Specifications, and Roadside Development Payment Items and Item Specifications not prefixed with the letter "E" shall be as specified in Section 200 thru 700 of the State of New York, Department of Transportation Design and Construction Division Standard Specifications of January 2, 2008 as amended to date, hereafter referred to as the "New York State Department of Transportation Specifications." In utilizing the State Department of Transportation Specifications, the following substitutions in the text shall be made:

- a. for State, substitute County of Essex
- b. for Department or Division, substitute Essex County Department of Public Works
- c. for Commissioner substitute Essex County Superintendent of Public Works
- d. for Executive Deputy Commissioner substitute Deputy Superintendent of Public Works
- e. for Chief Engineer, Deputy Chief Engineer, District Engineer, Engineer, or Engineer in Charge, substitute Engineer
- f. for Comptroller, substitute County Treasurer of Essex County Copies of the State publication are available for reference purposes in the offices of the Engineering Division, Essex County Department of Public Works, 8053 US Route 9, Elizabethtown, NY 12932 (office location, Route 9, Town of Lewis). They may be purchased from Accounting and Fiscal Service Bureau, D.O.T., State Office Campus, 1120 Washington Avenue, Albany, NY, 12232.

3. Tonnage Payments.

Each delivery to the work site of materials for construction for which payment is specified to be made on a tonnage basis, a ton being defined as 2000 pounds, shall be accompanied by a copy of a certified weigh-master's certificate or tape from an approved measuring computer, and that copy shall be given over into the permanent possession of the Engineer.

4. Pre-Construction Conference.

The Contractor shall not commence any work under the contract prior to a pre-construction conference between the Contractor, the County's representatives and other concerned governmental and utility company representatives. At this conference all special requirements of the work, the scheduling of the work and details for the proper maintenance and protection of traffic during the work will be fully explained and discussed.

The Contractor shall submit a proposed schedule for maintaining, protecting, and regulating traffic, showing chronologically and in detail the sequence and methods that will be followed. In the event the Contractor desires to use traffic control devices other than those specified, he shall submit his request with samples or detailed sketches and descriptions of the proposed devices, for approval by the County.

5. Preservation of Natural Features.

Essex County lies entirely within the boundary of the Adirondack Park and, therefore, the Contractor shall exercise extraordinary care to preserve and protect the natural features of all public and private property on or adjacent to the work site which will not be directly affected by the required construction. Before commencing work under the contract, the Contractor shall secure the Engineer's approval of proposed locations for temporary access roads not specified, storage areas for his equipment and materials, and parking areas for his/her own vehicles and those of his/hers workers. Thereafter, unless otherwise approved by the Engineer, the Contractor shall restrict all such activities to these locations. Before completion of the contract work, the Contractor shall restore at his/her own expense to their original condition or better, all temporary access, storage or parking areas

and all other areas on or adjacent to the work site not directly affected by the required construction which have been disturbed in any way by the Contractor's operations.

The Contractor shall be responsible for the preservation and protection of all parts of existing trees within and bordering on the contract limits. As may be required at his own expense the Contractor shall protect the trunks of trees against injury by the proper use of burlap padding, boards or other protective devices approved by the Engineer.

6. Protection of Waters and Environmental Conservation Law Compliance

The County of Essex shall obtain a Protection of Waters Permit or a Municipal General Permit from NYSDEC. The contractor shall be provided with a copy of the permit. The Contractor shall be responsible for complying with all the Protection of Waters Permit and Municipal General Permit condition. Municipal Permit conditions are provided in Appendix "A" of this document.

7. Prevention of Dust Hazard.

In accordance with the New York State Labor Law, Section 22a, in the event a silica or other harmful dust hazard is created due to construction operations under the contract, the Contractor shall install, maintain and keep in effective operation the appliances and methods for the elimination of such silica dust or other harmful dust as have been recommended and approved by the State and local authorities.

8. Use of Explosives.

Explosives for blasting shall be stored, handled and used in accordance with the laws, ordinances and regulations of the State of New York and the local municipalities involved, and following the safety recommendations contained in the latest edition of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., and the latest editions of the pamphlets published by the Institute of Makers of Explosives entitled, "Do's and Don'ts - Instructions and Warnings in Using, Transporting, Handling and Storing Explosives" and "Safety in the Handling and Use of Explosives."

The Contractor shall limit all blasting operations to a minimum and shall notify the Engineer and local municipal authorities at least seventy-two hours in advance of all such operations. No blasting of any kind shall be done during other than normal working hours on normal working days, unless permission is first secured from the Engineer and from local municipal authorities. The Contractor shall protect the traveling public from all damage to person and property and shall be responsible for damage to pipe lines, conduits, cables and any other surface or subsurface lines or structures that may be encountered, and for damage caused by blast shocks or debris.

The Contractor shall utilize only thoroughly trained and experienced men in all blasting operations, and blasting crews shall be held to the minimum consistent with efficient operation. They shall be thoroughly familiar with all recommended safety practices and shall be adequately supervised to insure that they adhere to those practices. No person under eighteen years of age shall be permitted to handle, use or be near explosives.

In accordance with the New York State Penal Law, Section 1918 as amended, the Contractor or his subcontractor shall not discharge explosives in the ground unless written notice is first given seventy-two hours in advance to the person, corporation or municipality engaged in the distribution of combustible gas in the area. He shall further ascertain if there are any gas lines within a radius of two hundred feet from the point of discharge which are being maintained by a person, corporation or municipality other than the person, corporation or municipality servicing the territory. If there are, he shall give written notice seventy-two hours in advance to those parties. Thereafter the work shall be performed in such manner as to avoid damages to any pipe conveying combustible gas.

In any emergency, if explosives must be discharged in order to protect persons from immediate and substantial

danger of death or serious personal injury, the seventy-two hour notice requirements of this article will be waived, provided the Engineer, the concerned persons, corporations or municipalities are notified as soon as reasonably possible before any such discharge is undertaken.

9. Construction Near Pipes Conveying Combustible Gas.

In accordance with the New York State Penal Law, Section 1918 as amended, the Contractor shall not excavate any existing street, highway or public place unless written notice shall have been given at least seventy-two hours in advance to the person, corporation or municipality engaged in the distribution of gas in such territory. He shall further ascertain whether there is within one hundred feet in such street, highway or public place any other person, corporation or municipality conveying combustible gas in pipe, and if there is such pipe, he shall also give similar notice to such person, corporation or municipality.

10. Notices to Utility Owners.

At least forty-eight hours before breaking ground for construction, the Contractor shall give written notice to all concerned utility owners that valve boxes, curb boxes, manholes and other similar structures must be adjusted to the finished surfaces of roadway, shoulder or sidewalk areas, or that pipes, conduits, poles or other structures must be altered, removed or relocated. Thereafter the Contractor shall give a reasonable opportunity to the owner of the utility or structure to have the work done. All work adjusting structures or altering, removing, relocating or installing pipes, conduits, poles or other structures will be done at the expense of the owners of the utility or structure, utilizing their own facilities if they so choose, or by utilizing the forces of the Contractor under separate contract.

11. Protection of Utilities and Structures.

The Contractor shall be responsible for the preservation of all public and private underground and surface utilities and structures at or adjacent to the site of construction, insofar as they may be endangered by his operations. This shall hold true whether or not they are shown on the contract drawings. If they are shown on the drawings, their locations are not guaranteed by the County even though the information will be from the best available sources, and in any event, others not shown may be encountered in the field. The Contractor shall give ample and reasonable notice to all private, corporate, or municipal owners before work is done near their utility or structure, shall properly protect all utilities and structures he encounters, shall at his own expense repair or replace any that he damages, and shall constantly proceed with caution to prevent undue interruptions to utility services.

12. Test Pits.

Test pits shall be excavated by the Contractor at such locations as may be designated by the Engineer for the purpose of locating underground structures and pipes or to determine subsurface conditions. Test pits shall be backfilled at such time as directed by the Engineer. Payment for this work will be made under applicable excavation payment items that may be in the contract; otherwise payment will be made under Item E-800-Miscellaneous Additional Work.

13. Protection of Pavement.

No equipment other than equipment with rubber tires will be allowed on any existing or new pavement within the limits of the Contract, unless the pavement has been first protected by planking or other means approved by the Engineer.

14. Protection of Structures from Bituminous Materials.

Before applying any bituminous materials, the Contractor shall protect as may be necessary all inlets, catch basins, manholes, vaults, water valve boxes, walls, curbs, gutters and other similar structures to prevent their defacement by such materials. Structures shall be completely covered or treated to prevent bituminous materials from entering their covers, gratings or crevices, or to prevent their concealment. After the application of the bituminous materials has been completed, the Contractor shall inspect all structures within the area of

such construction activities and remove all remaining bituminous defacements caused by his operations.

15. Salvable Materials

All existing construction materials such as manhole and catch basin frames and casting, pipe, curbs, signs, guide railing and other similar salvable materials encountered in the work and owned by the County, a political subdivision of the County or third parties, which the Engineer directs to be salvaged but not reused in the work, shall be removed and stored by the Contractor at areas on or adjacent to the work site. The Contractor shall then notify the respective owners in writing that the salvaged material is awaiting their disposition. If the material is not claimed or removed by the owners within a reasonable time after written notices have been given, as determined by the Engineer, the materials shall then become the property of the Contractor and shall be removed by him before completion of the work under the Contract.

Similar construction material which is removed by the Contractor and which the Engineer orders not to be salvaged shall become the property of the Contractor and shall be immediately removed by him from the site of the work.

16. Filling and Backfilling at Structures, Culverts & Pipes.

All filling and backfilling at structures, culverts and pipes shall be done in accordance with the provisions of subsection 203-3.15 of the General Specifications of the New York State Department of Transportation Specifications, except as follows:

Backfill shall be placed over pipe to a minimum height of twelve inches.

17. Areas Inaccessible to Roller.

Compaction of subgrade and base courses where widths restrict the use of a standard ten-ton roller shall be accomplished with a trench roller or a vibrating compactor, in accordance with the directions of the Engineer.

18. Pipes and Culverts in Fill Areas.

Where pipes or culverts are to be placed in fill areas, the Contractor shall first place and compact the fill to a plane one foot above the design elevation of the top of the pipe and the trench thereafter excavated.

19. Delivery of Materials.

The Contractor shall make his own arrangements for the receipt of materials delivered to the construction site. No representative of the County will accept any materials ordered by the Contractor.

20. Asphalt Concrete Pavement.

- a. In order to insure the uniform appearance of finished pavement, aggregate from only one stone quarry shall be used throughout the work.
- b. Prior to the placement of asphalt concrete pavement, the contact surfaces of all structures within or adjacent to the area of the new pavement shall be
- c. painted with the same bituminous material as used in the pavement mix. Payment for the forgoing work shall be deemed to be included in the unit price the Contractor has bid for the appropriate asphalt concrete payment item.

21. Portland Cement Concrete.

It is intended that all concrete placed under the Contract shall be air-entraining concrete. The type of Portland cement to be used shall be Type 2 with an approved air-entraining agent as specified in Section 701-01 Portland cement and Section 711-08 Admixtures of the New York State Department of Transportation Specification. The amount of air-entrainment shall be as required in Table 501.4 of the same specifications.

22. Cleaning of Catch Basins and Manholes.

After completion of all other work under the contract, the Contractor shall thoroughly clean out all catch basins

and manholes that have been built, altered or adjusted as part of the work of the contract, and shall remove from all other catch basins and manholes within the limits of the contract, all materials and debris deposited therein as the direct result of his operations under the Contract. Payment for all the foregoing work shall be deemed to be included in the unit prices the Contractor has bid for the appropriate payment item for building, altering or adjusting catch basins and manholes.

23. Noisy Manhole Covers.

After the work of resurfacing old pavement or the placement of new pavement has been completed, the Contractor shall check all structures within the limits of the contract for the existence of noisy manhole covers. All such manhole covers shall then be treated with an approved anti-rattling compound, in accordance with the directions of the Engineer. Payment for all the foregoing work shall be deemed to be included in the unit prices the Contractor has bid for the appropriate payment item for building, altering or adjusting catch basins and manholes.

24. Guarantee of the Work Under the Contract.

Unless otherwise stated in other parts of the specifications, all work performed under the contract shall be guaranteed by the Contractor against all defects resulting from the use of inferior materials, equipment or workmanship, for a period of one year from the date of final completion and acceptance of the work, or from the date the County take possession and make full use of the constructed facility.

25. Contract Work by General Contractor.

Contract work amounting to not less than 50 percent of the executed contract price shall be performed by the Contractor's own organization which shall be construed to include only workman directly employed and paid by the Contractor, and equipment owned or rented by the Contractor, such equipment being furnished with or without operators.

The only exception to the foregoing requirement shall relate to "Specialty Items" as designated by the County in these specifications or during the course of the actual contract construction work. "Specialty Items" shall be construed to be limited to contract work requiring highly specialized knowledge, craftsmanship or equipment not ordinarily available in the contracting organizations qualified to bid on this contract as a whole, and in general, shall be limited to minor components of the total contract. Such "Specialty Items" of the contract work may be sublet by the Contractor, but only after he has solicited permission to do so from the County and the County has granted such permission and has approved the Contractor's proposed subcontractor. The total sum of all County approved "Specialty Item" subcontracts as negotiated directly by the Contractor will be deducted from the contract price as executed between the Contractor and the County, before the County computes the final dollar amount of contract work that the Contractor must and shall perform with his own organization.



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
General Permit Number GP-5-12-001

PERMIT
Under the Environmental Conservation Law (ECL)

GENERAL PERMIT GP-5-12-001
Municipal

Permittee and Facility Information

Permit Issued To:

Facility:

Applicable DEC Region(s): 5

General Permit Authorized Activity: Projects designed and constructed for County and Municipal offices and are located in

- (a) navigable waters of the state; and/or
- (b) non-navigable waters of the state classified AA, AA(T), A, A(T), B, B(T) and C(T); and/or
- (c) regulated NYS DEC Freshwater Wetlands (FWW) and their 100 foot Adjacent Areas (AA) not within the Adirondack Park boundary.

All projects are limited to the following thresholds:

1. Construction or placement of a single-span bridge with no central supports, including associated bank and substructure erosion protection that involves stream bed/bank disturbance which totals less than one hundred (100) lineal feet.
2. New installation, replacement, repair or maintenance of a single arch, box, elliptical or round culvert and associated headwall protection that involves stream bed/bank disturbance which totals less than seventy (70) lineal feet, provided the replacement or repair does not consist of slip-lining.
3. The implementation of instream stabilization, habitat or feature techniques.
4. The implementation, construction or placement of non-vertical erosion protection structures, not in conjunction with any other activity listed herein, that involves stream bed/bank disturbance which totals less than one hundred (100) lineal feet.
5. Restoration, maintenance, replacement, substantial reconstruction, modification or expansion of existing functional structures other than culverts, or facilities located in (a) navigable waters, (b) protected streams and (c) FWWs and AAs, including but not limited to utility lines, bridges, roads, highways, railroad beds or paved areas; provided the activity involves less than one-quarter (1/4) acre of new disturbance in the regulated FWW and AA.
6. Installation of dry hydrants for fire protection purposes.



Permit Authorizations

Excavation & Fill in Navigable Waters - Under Article 15, Title 5

Effective Date: 03/12/2012 Expiration Date: 03/11/2022

Freshwater Wetlands - Under Article 24

Effective Date: 03/12/2012 Expiration Date: 03/11/2022

Stream Disturbance - Under Article 15, Title 5

Effective Date: 03/12/2012 Expiration Date: 03/11/2022

Water Quality Certification - Under Section 401 - Clean Water Act

Effective Date: 03/12/2012 Expiration Date: 03/11/2022

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

General Permit Authorized by

Permit Administrator: MARC S MIGLIORE , Deputy Regional Permit Administrator

Address: REGION 5 WARRENSBURG SUB-OFFICE
232 GOLF COURSE RD
WARRENSBURG, NY 12885

Authorized Signature: _____

Date: 03/12/2012

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: WATER QUALITY CERTIFICATION; STREAM DISTURBANCE; FRESHWATER WETLANDS; EXCAVATION & FILL IN NAVIGABLE WATERS



REPORTING AND RECORD KEEPING

- 1. Other Agency Approvals** This Municipal General Permit does not eliminate the need to obtain approvals from other local, state or federal agencies such as the Adirondack Park Agency (APA) for projects located within the Adirondack Park, the Lake George Park Commission (LGPC) for projects located in Lake George Park, the Hudson River-Black River Regulating District (HRBRRD) for projects located on Great Sacandaga Lake or the U.S. Army Corps of Engineers (USACE) for projects which are located in Federal waters or wetlands.
- 2. Floodplain Regulations** The project must meet all local and federal floodplain regulations and, if applicable, a written approval from the floodplain administrator must be kept on file.
- 3. Project Segmentation Prohibited** Projects for this General Permit (GP) shall be complete projects, not a part of a larger project that exceeds the thresholds of this GP's Authorized Activity.
- 4. Authorization to Commence Work** The permittee shall notify the Regional Permit Administrator at least 3 business days prior to the commencement of work that work will begin on the project. Notification shall be made by completing and faxing, e-mailing or mailing the Authorization Form to the Regional Permit Administrator at the location indicated on the form. Should the Department not contact the permittee with objections to the proposal within the 3 business after receiving the Authorization Form, there shall be no objection to the activity or activities authorized, and the Authorization Form will be date-stamped and returned, documenting receipt by the Regional Permit Administrator.
- 5. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by and approved by the county, municipality or their agents, and are on file at the county or municipal office.
- 6. Conditions Prevail Over Plans** If any condition of this permit conflicts with the approved plans, the permit condition shall prevail over the plans.

PRE-CONSTRUCTION REQUIREMENTS

- 7. Prohibited Streams and Rivers** This General Permit is not valid for use in the following regulated watercourses:

Great Chazy River from I-87 (Northway) downstream to lake Champlain;
West Branch Ausable River in its entirety;
Boquet River from the falls north of CR22 in Wadhams downstream to Lake Champlain;
Ausable River from Rainbow Falls downstream to Lake Champlain;
Saranac River from Kents Falls downstream to Lake Champlain;
Raquette River from Lower Falls downstream to the boat ramp off Rtes 3 & 30 (in the Town of Harrietstown);
Sacandaga River from the dam at the campground just north of the West Branch confluence downstream to Great Sacandaga Lake;
West Stony Creek from the State Forest Preserve boundary downstream to the Sacandaga River;
Sacandaga Lake outlet (to Lake Pleasant) in its entirety;
Batten Kill from the NY/VT border downstream to Center Falls.



8. Prohibition Period for In-water Work All in-water work, as well as any work that may result in the suspension of sediment, is prohibited during the trout and salmon spawning and incubation period commencing October 1 and ending April 30, unless prior project-specific approval is granted by the Department. Such approval shall be requested by checking "YES" following the question on the Authorization Form, and by providing written justification with submittal of the Form to the Regional Permit Administrator.

9. Precautions Against Contamination of Waters All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

10. Creosote, Penta and CCA Use Prohibited The use of wood treated with creosote, Pentachlorophenol or CCA (Chromated Copper Arsenate) is prohibited for in-water and above-water use.

11. No Interference With Navigation There shall be no unreasonable interference with navigation by the work herein authorized.

12. Install and Maintain Erosion Controls Staked straw bales, silt fence or other DEC-approved erosion control measures are to be installed on the downslope edge of any disturbed areas. This barrier to sediments is to be put in place before any disturbance of the ground occurs and is to be maintained in a functional condition until all disturbed ground is heavily vegetated or otherwise stabilized. All erosion control measures intended to stabilize the work site shall be completed by October 1st of any calendar year. If work authorized by this permit cannot be completed by October 1st, interim stabilization measures consisting of erosion control matting or mulching shall be installed by October 1st and maintained in an effective condition until such time as authorized work resumes in the spring. Upon completion of work and satisfactory stabilization of disturbed areas, all erosion controls shall be entirely removed immediately.

13. Silt Screen If turbidity may be created as a result of this project, a silt screen curtain (maximum opening of U.S. Sieve No. 70) continually weighted across the bottom and suspended on floats or staked upright must be positioned to surround the work site. The curtain must remain in place for at least 12 hours after completion of the project or longer, if necessary.

14. No Impedance to Aquatic Organisms Structures must not impede upstream and downstream migration of aquatic organisms.

15. Return Stranded Fish Any fish remaining in the dewatered area shall be returned to the stream, lake or wetland.

16. Siltation Prevention Measures Siltation prevention measures, such as silt fencing, sediment traps or settling basins, shall be installed and maintained during the project, to prevent movement of silt and turbid waters from the project site into any watercourse, stream, water body or wetland.

17. Clearing of Vegetation and Snags Clearing of natural vegetation shall be limited to that material which poses a hazard or a hindrance to the authorized construction activity. Snags which provide shelter in streams for fish shall not be disturbed unless they cause serious obstructions, scouring or erosion. Trees shall not be felled onto the immediate banks or into any lake, stream or wetland.



18. Turbid Discharges Visibly turbid discharges from land clearing, grading or excavation activities, or de-watering operations shall not enter the stream, navigable water, or wetland. Prior to entry into stream, navigable water or wetland, any such discharge shall be retained in an appropriately maintained upland settling basin; filtered through crushed stone, sand, straw bales, silt screening (maximum opening size of U.S. Sieve Number 20), etc.; or directed to a grassy upland area a sufficient distance from the stream to prevent change in turbidity of the receiving water.

CONSTRUCTION REQUIREMENTS

19. Install Culvert in the Dry All culverts shall be installed in the dry. This may require constructing a cofferdam and/or pumping or piping the stream flow around the work area.

20. Cofferdam Specifications Any temporary cofferdam shall be constructed of materials such as sheet piling, sandbags or clean #1 or larger stone that will not contribute to turbidity or siltation of the waterbody. Sandbags shall be of the filter fabric type, double bagged and individually tied to prevent sand leakage. They shall be placed and removed manually to prevent spillage. Only clean sand free of debris, silt, fine particles, or other foreign substances shall be used to fill the bags. The cofferdam shall be entirely removed immediately upon completion of work.

21. Temporary Diversion Channel Any temporary diversion channel, culvert or pump-around shall be constructed to prevent running water in the work area. If a diversion channel is used, its sides and bottom shall be protected by rock riprap or other suitable non-erodible materials to prevent scour and erosion. The area of temporary diversion must be restored to its original condition following completion of the work.

22. Excavation for Authorized Structure Placement Only that excavation minimally necessary for proper placement of the permitted structure is authorized. Excavation or, including but not limited to, dredging of waterway or freshwater wetland bottom sediments, for any purpose other than those authorized by this GP is expressly prohibited.

23. Concrete Leachate No wet or fresh concrete or leachate shall be allowed to escape into any wetlands or waters of New York State, nor shall washings from ready-mixed concrete trucks, mixers, or other devices be allowed to enter any wetland or waters. Only watertight or waterproof forms shall be used. Wet concrete shall not be poured to displace water within the forms.

24. Bridge and Culvert Size For new or replacement bridges and culverts, the minimum bridge span (abutment to abutment) and culvert diameter or span shall be equal to or greater than 1.25 times the channel bed width. The channel bed width shall be an average width measured at the project location and straight sections of stream upstream and downstream, which are not influenced by structures or representative of unusual channel characteristics. If this condition cannot be met, an individual permit will be required. Notwithstanding the aforementioned, all such bridges and culverts must be designed to meet appropriate hydraulic capacity and structural integrity criteria.

25. Culvert Slope For streams which have a slope of three percent (3%) or less at the project area, the embedded culvert shall be installed with a zero percent (0%) slope. For streams which have a slope of more than 3% at the project area, a bottomless culvert or bridge must be installed. An individual permit is required for projects which deviate from this condition.



26. Embed Culverts All culverts with bottoms, including round culverts, must be installed so that at least 20% of the culvert's vertical height is embedded below the existing stream bed at the outlet end of the culvert. The streambed material that was excavated to accommodate culvert placement shall then be spread evenly throughout the bottom of the new culvert. If it is not practical to spread streambed material throughout the entire bottom of the new culvert, material must be spread in the culvert at the inlet and outlet ends gradually up to streambed elevation to promote natural deposition. Culverts with bottoms, including round culverts, shall not be installed if the placement is on bedrock.

27. Maintain Channel Geometry The stream channel bed width, depth and bank height immediately upstream and downstream of the project site shall be consistent with the average channel bed width of the stream. There shall be no widening or constriction of the stream channel bed through the road crossing, and no berms shall be constructed on the stream or river banks.

28. Maintain Water Flow During Work During periods of work activity, flow immediately downstream of the work site shall equal flow immediately upstream of the work site.

29. Riprap Placement Specifications All stone riprap shall be placed rather than dumped. Riprap shall be installed at a 1 vertical to 2 horizontal slope or flatter. During the bank sloping operation, soil shall not be pushed or placed into the stream bed or the flowing water, and shall not result in flow constriction. The stone riprap shall be placed on a layer of filter material such as gravel, small rock and/or woven filter cloth to provide positive drainage and soil stability. The placement of riprap shall not impede the movement of aquatic life. Riprap may not be consolidated with concrete or by any other means.

30. No Machinery in Waterbody or Wetland Machinery shall not be operated in or from any protected waterbody or in any portion of a regulated Freshwater Wetland without project-specific approval from the Department. However, with backhoes and similar heavy equipment, the bucket may enter the water or wetland, and is not considered operation in the water. Approval to operate machinery in or from the water shall be requested by checking "YES" following the question on the Authorization Form, and by providing written justification with submittal of the Form to the Regional Permit Administrator.

31. Fill and Riprap at Culvert Only compacted, clean earthen fill shall be used as backfill and fill around the culvert to minimize water infiltration around the culvert. Both ends of the culvert shall be adequately riprapped to prevent erosion and culvert failure during periods of high water flow.

32. Materials Disposed at Upland Site Any demolition debris, excess construction materials, and/or excess excavated materials shall be immediately and completely disposed of on an upland site more than 100 feet from any waterbody, including freshwater wetlands. These materials shall be suitably stabilized so as not to re-enter any water body, wetland, or wetland adjacent area.



33. Stabilize Disturbed Areas All disturbed stream banks **below** the normal high water elevation must be graded no steeper than 1 vertical to 2 horizontal slope, and adequately stabilized with stone riprap (native stone preferred). All other areas of soil disturbance **above** the ordinary high water elevation, or elsewhere, shall be seeded with a native perennial grass seed and mulched with straw within two (2) days of final grading. Mulch shall be maintained until suitable vegetative cover is established. Destroyed bank vegetation shall be replaced with shrub willow or silky dogwood plantings, for example, unless the natural growth disturbed consisted of species which immediately regenerate by "suckering."

34. Protect Stream, Wetland and Buffer From Road Runoff Roads, driveways and/or parking areas shall be graded to direct runoff away from streams, freshwater wetlands and/or adjacent areas where possible. The road banks within 50 feet of the stream shall be adequately protected with riprap or seeded and mulched within 2 days of completion of the crossing. If the protection consists of seeding and mulching, growth of vegetative cover must become successfully established. If vegetation fails to successfully establish, the area must be replanted until successful vegetation establishment is achieved.

35. State Not Liable for Damage The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

36. State May Order Removal or Alteration of Work If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

37. State May Require Site Restoration If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. Water Quality Certification The NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301, 302, 303, 306 and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.



GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Freshwater Wetlands, Stream Disturbance, Water Quality Certification.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;



- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

EXHIBIT C

INSURANCE REQUIREMENTS – PUBLIC WORKS CONTRACTORS

I. The Contractor and each of its subcontractors shall procure and maintain during the entire term of the contract the following required insurance:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence / \$2,000,000 aggregate, including coverage for liability assumed by contract, completed operations, explosion, collapse, underground hazard and products liability.
- **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
- **Owners & Contractors Protective Liability Insurance**
\$2,000,000 per occurrence / \$2,000,000 aggregate.
- **Excess/Umbrella Liability Insurance**
\$1,000,000 per occurrence / \$2,000,000 aggregate.

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to name the County as:

- (a) an additional insured on the Contractor's Commercial General Liability, Automobile Liability and Excess/Umbrella Liability insurance policies, and
- (b) a named insured on the Owners & Contractors Protective Liability Insurance Policy.

III. The policy/policies of insurance furnished by the Contractor shall:

- be from an A.M. Best rated "A" New York State licensed insurer; and
- contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the County for any applicable deductibles.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

VI. All certificates of insurance will provide 30 days notice to the county of cancellation or non-renewal.

VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

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. **Damage/Injury To Persons & Property**

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

9. **Records**

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

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

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

contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

10. **Claims For Payment**

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

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

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

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

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

- (a) **Definitions.** The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.
- (1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.
 - (2) "Covered Entity" shall mean Essex County (the "County"), its departments, agencies, officers and employees.
 - (3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
 - (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
 - (5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.
 - (6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.
 - (7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- (b) **Obligations and Activities of Contractor.**
Contractor agrees to:
- (1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
 - (2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
 - (3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;
 - (4) report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
 - (5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;
 - (6) provide access, at the request of the County, and in the time and manner designated by the County or the Secretary, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR §164.524;
 - (7) make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an Individual, and in the time and manner designated by the County or the Secretary;

- (8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, and/or to the Secretary, in a time and manner designated by the County or by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule;
- (9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;
- (10) provide to the County or an Individual, in time and manner designated by the County or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(c) Permitted Uses and Disclosures by Contractor.

Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the persons entitled to services under this Agreement:

- (1) solely for the purposes of performing Contractor's obligations under this Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County; or
- (2) provided that such use or disclosures are required by law; or
- (3) Contractor
 - (A) obtains written authorization(s) from the individual to which the information pertains permitting the specific uses or disclosures of such information to third persons,
 - (B) represents and agrees in writing with such individual that the information to be used and/or disclosed will remain confidential and used or further disclosed only as required by law or for the purposes specified in the written authorization(s), and
 - (C) such third persons agree in writing to notify the County as soon as practicable and in writing of any instances of which such third person(s) is/are aware in which the confidentiality of the information has been breached; or
- (4) provide Data Aggregation services to the County as permitted by 42 CFR §164.504(e)(2)(i)(B); or
- (5) report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

(d) County To Inform Contractor of Privacy Practices and Restrictions.

The County agrees to notify the Contractor of any

- (1) limitation(s) in its notice of privacy practices of the County in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Contractor's use or disclosure of Protected Health Information;
- (2) changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Contractor's use or disclosure of Protected Health Information; and/or
- (3) restriction to the use or disclosure of Protected Health Information that the

County has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

(e) Permissible Requests by County.

The County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County; except that in the event that the services to be furnished by the Contractor under this Agreement requires data aggregation by the Contractor, the Contractor may use or disclose protected health information for such data aggregation or management and administrative activities of Contractor.

(f) Survival of Provisions.

The obligations of the Contractor under this paragraph 24 shall survive the expiration of the term of this Agreement and/or the termination of this Agreement, and said obligations shall remain effective and shall not terminate until all of the Protected Health Information provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in subparagraph (g) below.

(g) Return or Destruction of Protected Health Information.

Except as otherwise provided below, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon determination by the County that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(h) Termination for Cause.

Upon the County's knowledge of a material breach of this paragraph by Contractor, the County shall:

- (1) either:
 - (A) provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement within the time specified by the County, or
 - (B) immediately terminate this Agreement if cure is not possible; and
- (2) report the violation to the Secretary.

(i) Miscellaneous.

- (1) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.

(4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

25. **Severability**

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

26. **Entire Agreement**

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

27. **For Medicaid/Federal Health Care Related Work**

Excluded/Debarred Party Clause

The Vendor/Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event Vendor/Contractor, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term, Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

If Vendor/Contractor is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program.

- The Vendor/Contractor further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:
- The General Services Administration's Federal Excluded Party List System (or any successor system),
- The United States Department of Health and Human Services' Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,

The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

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

28. **Cooperative Purchasing (Piggybacking)**

Pursuant to General Municipal Law §103 and County Law §408-a, any political 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.

29. **New York State Sexual Harassment Laws**

Contractor certifies as to its self or its own organization, under penalty of perjury, that Contractor has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found here:
<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

CONTRACTOR PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: _____

OWNER: ESSEX COUNTY

CONTRACTOR: _____

WITNESSETH:

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

1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) the Project Architect/Engineer; and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).

4. For and in consideration of the sum of \$_____, and other good and valuable consideration, which sum is acknowledged as being the full and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor.

CONTRACTOR FINAL PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: _____

OWNER: _____

CONTRACTOR: _____

WITNESSETH:

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

1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2 Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above- named Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) Essex County, its agencies and departments (including but not limited to its Office for the Aging); and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).

4. For and in consideration of the sum of \$_____, and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor.

CONTRACTORS AFFIDAVIT RELATIVE TO FINAL PAYMENT

PROJECT: _____

OWNER: ESSEX COUNTY

CONTRACTOR: _____

W I T N E S S E T H :

The herein below designated representative of the Contractor being duly sworn deposes and states:

1. He is duly authorized to sign this Affidavit on behalf of the Contractor.

2. That all payrolls, bills for materials and equipment, and other indebtedness connection with the work for which the County or the County's property might be responsible or encumbered have been paid or otherwise satisfied and there remain no further indebtedness or bills outstanding.

3. Attached hereto and made a part hereof is a valid certificate of insurance evidencing that insurance required by the contract documents will remain in full force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the owner.

4. Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents.

5. Attached hereto and made a part hereof at Schedule B is a detailed list of all sub-contractors and material suppliers.

6. Contractor warrants and represents that all sub-contractors, material suppliers and fringe benefit trust funds for employees of contractor and sub-contractors on the portion of the project encompassed by the work, as well as all workers and persons employed in connection therewith have been paid in full for all labor and work and materials furnished.

7. Contractor releases and waives any and all public improvement lien rights which contractor has against the County.

IN WITNESS WHEREOF deponent has executed this Document on this _____ day of _____, 20__.

Contractor

By: _____
Print Name

Title

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

I, _____, being duly sworn, depose and say that: I reside at _____, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

Vendor/Releasor Agent Sign Here

Sworn to before me this ____
day of _____, 20__.

Notary Public

SUBCONTRACTOR/SUPPLIER PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: _____

OWNER: ESSEX COUNTY

CONTRACTOR: _____

SUBCONTRACTOR/SUPPLIER: _____

WITNESSETH:

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

1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

4. For and in consideration of the sum of \$_____, and other good and valuable consideration, which sum is acknowledged as being the full and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished

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

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

IN WITNESS WHEREOF this instrument has been executed this ____ day of ____
_____, 20 .

Releasor

By: _____

(Print Name)

(Title)

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

I, _____, being duly sworn, depose and say that: I reside at _____, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

Vendor/Releasor Agent Sign Here

Sworn to before me this ____
day of _____, 20 .

Notary Public

SUBCONTRACTOR/SUPPLIER FINAL WAIVER, RELEASE AND DISCHARGE

PROJECT: _____

OWNER: ESSEX COUNTY

CONTRACTOR: _____

SUBCONTRACTOR/SUPPLIER: _____

W I T N E S S E T H :

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

1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

4. For and in consideration of the sum of \$ _____, and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished

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

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

IN WITNESS WHEREOF this instrument has been executed this ____ day of _____, _____.

Releasor

By: _____

(Print Name)

(Title)

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

I, _____, being duly sworn, depose and say that: I reside at _____, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

Vendor/Releasor Agent Sign Here

Sworn to before me this ____
day of _____, 20__.

Notary Public

APPENDIX E



ESSEX COUNTY

Office of the Purchasing Agent

7551 Court Street, P.O. Box 217

Elizabethtown, NY 12932

518-873-3330/Fax 518-873-3339

GENERAL SPECIFICATIONS FOR PROCUREMENT CONTRACTS

Adopted May 20, 1999.

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PART I
General Provisions

1. APPLICABILITY The terms and conditions set forth herein are expressly incorporated in and applicable to all procurements and resulting procurement contracts let by the Office of the Essex County Purchasing Agent where incorporated by reference in its Bid Documents. The provisions herein shall govern such procurement or contract unless expressly modified or amended by the terms of a Bid Specifications, or a negotiated Contract/Clarification document, if any. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. GOVERNING LAW The laws of the State of New York shall govern and apply to the procurement, any resulting contract and for determinations in a court of competent jurisdiction in New York of any and all disputes, litigation or interpretations arising from or connected with the procurement or contract, except where expressly superseded in a specific contract letting or where the Federal supremacy clause requires otherwise. These specifications are modeled after and upon the specifications developed and used by the New York State Office of General Services for procurements by New York State.

3. APPENDIX A / INSURANCE The mandatory terms for all Essex County contracts are expressly incorporated herein and in all bid documents and/or resulting contracts, such terms being set forth in Appendix A (*Standard Clauses for Essex County Contracts*). Insurance requirements are also attached and incorporated herein.

4. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of the *General Municipal Law*, the *Public Officers Law*, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State and/or municipalities. In signing the bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving Essex County and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5. CONFLICT OF CLAUSES Conflicts between procurement or contract documents shall be resolved in the following order of precedence:

(a) **Appendix A** (*Standard Clauses for Essex County Contracts*)

(b) **Contract/Clarification Documents** Writing(s) setting forth the final agreements, clarifications, terms, statement of work and/or modifications between the Bid Documents and Contractors Bid or Mini-bid.

(c) **Bid Documents** - Bid Specifications prepared by Essex County

(d) **Contractors Bid or Proposal**

6. DEFINITIONS

Terms used in this document shall have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

COUNTY Essex County, New York.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bid Submission

7. BID LANGUAGE & CURRENCY All offers (tenders), and all information and Product documentation required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$ US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

8. BID OPENING Bids may, as applicable, be opened publicly. The Purchasing Agent reserves the right at anytime to postpone or cancel a scheduled bid opening.

9. BID SUBMISSION The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

All bids shall comply with the following:

(a) Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their bids to the location set forth in the Bid Specifications prior to the stated bid opening date/time.

(b) A bid return envelope, if provided with the Bid Specifications, should be used with the bid sealed inside. If the bid response does not fit into the envelope, the bid envelope should be taped onto the outside of the sealed box or package with the bid inside. If using a commercial delivery company which requires use of their shipping package or envelope, Bidders sealed bid, labeled as detailed below, should be placed within the shippers sealed envelope to ensure that the bid is not prematurely opened. All bids must have a label on the outside of the package or shipping container outlining the following information:

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

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

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

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

- (a) FAX number(s) indicated in the Bid Specifications must be used.
- (b) Access to the facsimile machine(s) is on a “first come, first serve” basis, and the Purchasing Agent bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidders access to such equipment at any specific time.
- (c) Bidders are solely responsible for submission and receipt of the entire facsimile bid by the Essex County Purchasing Agent prior to bid opening and must include on the first page of the transmission the total number of pages transmitted in the bid, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Purchasing Agent.
- (d) Facsimile bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

11. AUTHENTICATION OF FACSIMILE BIDS The act of submitting a bid by facsimile transmission, when, as and if specifically authorized, including an executed signature page, shall be deemed a confirming act by Bidder which authenticates the signing of the bid.

12. LATE BIDS Any bid received at the specified location after the time specified will be considered a late bid. A late bid shall not be considered for award unless acceptance of the late bid is in the best interests of Essex County and either (a) no timely bids meeting the requirements of the Bid Documents are received, or (b) in the case of a multiple award, an insufficient number of timely bids were received to satisfy the multiple award. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of Essex County, shall not excuse late bid submissions. Otherwise, all late bids will not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

13. BID CONTENTS Bids must be complete and legible. All bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified in the Bid Specifications. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Purchasing Agent or may be grounds for rejection of the bid. Changes, corrections and/or use of white-out in the bid or Bidders response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their bids before submission, as amendments to bids or requests for withdrawal of bids received by the Purchasing Agent after the time specified for the bid opening, may not be considered. All lines must have an indication of bidders response whether it be “o”, “N/A” or a dollar figure. All lines must be filled in to indicate bidder acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. The Purchasing Agent shall not assume there is “no charge” when lines are left empty.

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

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

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

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

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

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

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

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

15. CONFIDENTIAL / TRADE SECRET MATERIALS Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the *Freedom of Information Law* must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

16. PREVAILING WAGE RATES - Public Works and Building Services Contracts If any portion of work being bid is subject to the prevailing wage rate provisions of Labor Law, the following shall apply:

(a) "Public Works" and "Building Services" – Definitions

i. Public Works *Labor Law* Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the contract. The wage and hours provision applies to any work performed by contractor or subcontractors.

ii. Building Services *Labor Law* Article 9 applies to contracts for building service work over \$1,500 with a public agency, which 1) involve the care or maintenance of an existing building, or 2) involve the transportation of office furniture or equipment to or from such building, or 3) involve the transportation and delivery of fossil fuel to such building, and 4) the principal purpose of which is to furnish services through use of building service employees.

(b) Prevailing Wage Rate Applicable to Bid Submissions A copy of the applicable prevailing wage rates to be paid or provided are attached to this solicitation. Bidders must submit bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Where the Bid Documents require the Bidder to enumerate hourly wage rates in the bid, Bidders may not submit bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. **Bids which fail to comply with this requirement will be disqualified.**

(c) Wage Rate Payments / Changes During Contract Term The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which are subject to the provisions of the *Labor Law*. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

(d) Public Posting & Certified Payroll Records In compliance with Article 8, Section 220 of the *Labor Law*, as amended by Chapter 565 of the Laws of 1997:

i. Posting The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and sub-contractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and sub-contractors on public works projects must submit monthly payroll transcripts to Essex County which has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For mini-bid solicitations, the payroll records must be submitted to the entity preparing the agency mini-bid project specification. For "agency specific" bids, the payroll records should be submitted to the entity issuing the purchase order. For all other Essex County procurement contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and Essex County, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor so long as: 1) the contractor/subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the contractor or subcontractor attesting to the truth and accuracy of the records accompanies the disk. **This provision does not apply to building services contracts.**

iv. Records Retention Contractors and subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

(e) Days Labor - Defined for Article 8, Public Works (For Purposes of Article 8 of the Labor Law) No laborer, worker or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such

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

17. TAXES

(a) Unless otherwise specified in the Bid Specifications or set forth in this clause, the quoted bid price includes all taxes applicable to the transaction.

(b) Purchases made by Essex County and certain non-County Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a County Agency or the invoice forwarded to authorize payment for such items will be sufficient evidence that the sale by the Contractor was made to the County, an exempt organization under Section 1116 (a) (1) of the *Tax Law*. Non-County Authorized Users must offer their own proof of exemption where required. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor. For tax free transactions under the Internal Revenue Code, the Essex County Registration Number is 14 6002889.

(c) Purchases by Authorized Users other than Essex County may be subject to such taxes, and in those instances the tax should be computed based on the bid price and added to the invoice submitted to such entity for payment.

18. EXPENSES PRIOR TO AWARD Essex County is not liable for any costs incurred by a Bidder in the preparation and production of a bid or for any work performed prior to contract award and/or issuance of an approved Purchase Order.

19. ADVERTISING BID RESULTS A Bidder in submitting a bid agrees not to use the results therefrom as a part of any commercial advertising without the prior written approval of the Purchasing Agent. In addition to any other sanctions or remedies available to it in law or equity, the Purchasing Agent may suspend from bidding on its requirements or terminate a contract of any Bidder/Contractor who violates the terms of this clause.

20. PRODUCT REFERENCES

(a) **“Or Equal”** On all Bid Specifications the words “or equal” are understood to apply where a copyright brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agents decision as to acceptance of the Product as equal shall be final.

(b) **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products therein which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

21. RECYCLED OR RECOVERED MATERIALS Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid

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

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

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

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

23. PRICING

(a) Unit Pricing If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item, in the bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Purchasing Agent, such unit pricing is obviously erroneous.

(b) Net Pricing Prices must be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject only to the cash discount. If the award is to be made on another basis, transportation and other charges must be prepaid by the Contractor and added to the invoice as a separate item, unless otherwise required in the Bid Specifications.

(c) "No Charge" Bid When bids are requested on a number of Products as a group or Lot, a Bidder desiring to bid "no charge" on a Product in the grouping or Lot must clearly indicate such. Otherwise, such bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Purchasing Agent.

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

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

24. DRAWINGS

(a) Drawings Submitted With Bid When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Purchasing Agent, be considered a part of the bid and of any resulting contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

(b) Drawings Submitted During the Contract Term Where required by the Bid Specifications to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall be required to develop, maintain, deliver and update such drawings on an ongoing basis at no additional charge. Contractor shall be responsible for updating drawings and plans during the contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized

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

(c) Accuracy of Drawings Submitted All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

25. SITE INSPECTION Where Bidder is required by the Bid Specifications to deliver or install Product, or to service installed product(s) or equipment, Bidder shall be given an opportunity and shall be required to inspect the site prior to submission of the Bid, including environmental or other conditions or pre-existing deficiencies in the installed product, equipment or environment, which may affect Bidders ability to deliver, install or otherwise provide the required product. All inquiries regarding such conditions may only be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed, and to have included the costs of repair in its bid. Bidder must provide a detailed explanation of work intended to be performed under this clause. Bidder shall be required to remedy any pre-existing deficiencies or conditions at the commencement of the contract term. Reimbursement for the cost of repairing the conditions or deficiencies shall be separately enumerated in the bid.

26. SAMPLES

(a) Standard Samples Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Purchasing Agent and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Documents.

(b) Bidder Supplied Samples The Purchasing Agent reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidders name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate bid or Essex County contract reference.

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

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

(d) Conformance with Sample(s) Submission of a sample (whether or not such sample is tested by, or for, the Purchasing Agent) and approval thereof shall not relieve the Contractor from full compliance with all conditions and terms, performance related and otherwise, specified in the Bid Documents. If in the judgment of the Purchasing Agent the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Documents, the Purchasing Agent may reject the bid. If an award has been made, the Purchasing Agent may cancel the contract at the expense of the Contractor.

(e) Testing All samples are subject to tests in the manner and place designated by the Purchasing Agent, either prior to or after contract award. Unless otherwise stated in the Bid Specifications, Bidder Samples consumed or rendered useless by testing will not be returned to the Bidder.

27. ADDENDA / INTERPRETATION No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, 100 Court Street, P.O. Box 217, Elizabethtown, NY 12932, and to be given consideration must be received by the Purchasing Agent at least seven (7) days prior to the date set for the opening of bids.

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

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

Bid Evaluation

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

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

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

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

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

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

29. CONDITIONAL BID Unless the Bid Specifications provides otherwise, a bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

30. CLARIFICATIONS / REVISIONS Prior to award, the Purchasing Agent reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all Bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

31. PROMPT PAYMENT DISCOUNTS While prompt payment discounts will not be considered in determining the low bid, the Purchasing Agent may consider any prompt payment discount in resolving bids which are otherwise tied. However, any notation indicating that the price is net, (e.g. net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11_A of the *State Finance Law*, which are applicable in any case, may render the bid non-responsive and may be cause for its rejection.

32. EQUIVALENT OR IDENTICAL BIDS In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent bids as to pricing or other factors, the decision of the Purchasing Agent to award a contract to one or more of such Bidders shall be final.

33. PERFORMANCE QUALIFICATIONS The Purchasing Agent reserves the right to investigate or inspect at any time whether or not the Product, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Documents. Contractor shall at all times during the contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Purchasing Agent, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the Product bid. If the Purchasing Agent determines that the conditions and terms of the Bid Documents or Contract are not complied with, or that items or Product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the Purchasing Agent may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the Purchasing Agent to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the Bidder/Contractor from fulfilling all requirements and conditions of the contract.

34. DISQUALIFICATION FOR PAST PERFORMANCE Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidders employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.

35. QUANTITY CHANGES PRIOR TO AWARD The Purchasing Agent reserves the right, at any time prior to the award of a specific quantity contract, to alter in good faith the quantities listed in the Bid Specifications to conform with requirements. In the event such right is exercised, the lowest responsible Bidder meeting specifications will be advised of the revised requirements and afforded an opportunity to extend or reduce its bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its bid price may result in the rejection of its bid and the award of such contract to the lowest responsible Bidder who accepts the revised requirements.

36. RELEASE OF BID EVALUATION MATERIALS Requests concerning the evaluation of bids may be submitted under the *Freedom of Information Law*. Information, other than the Bid Tabulation, shall be released as required by law after contract award. Written requests should be directed to the Purchasing Agent.

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

TERMS & CONDITIONS

38. CONTRACT CREATION / EXECUTION Except as may be otherwise provided by law or by the Purchasing Agent, upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Purchasing Agent's mailing or electronic communication to the address on the bid of (a) a Letter of Acceptance and (b) a fully executed contract, or (c) a Purchase Order authorized by the Purchasing Agent.

39. COMPLIANCE WITH LAWS, ETC. The Bidder shall comply with all the provisions of the laws of the State of New York and of the United States of America which affect municipalities and municipal contracts, and any and all State and Federal rules and regulation, and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The Bidder's special attention is called to the following laws: *General Municipal Law* Section 1 03-d, *State Finance Law* Section 167-b prohibiting the purchase of tropical hardwood products, and the New York State Public Employee Safety & Health Act of 1980.

40. MODIFICATION OF TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Purchasing Agent and Contractor.

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

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

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

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

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

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

43. BEST PRICING OFFER During the contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this contract vehicle upon the same or similar terms and conditions as that of this contract at a lower price, the price under this contract shall be immediately reduced to the lower price.

44. PURCHASE ORDERS Unless otherwise authorized in writing by the Purchasing Agent, no Products are to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User requiring the Product. Unless terminated or canceled pursuant to the authority vested in the Purchasing Agent, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address set forth in the Contract for receipt of orders, or in the Contract Award Notification.

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

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

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

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

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

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

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

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

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

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

47. SHIPPING / RECEIPT OF PRODUCT

(a) **Packaging** Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. The container shall become and remain the property of the receiving entity unless otherwise specified in the contract documents.

(b) **Shipping Charges** Contractor shall be responsible for insuring that the Bill of Lading states "charges prepaid" for all shipments. Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be FOB Destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges are understood to not relieve the contractor from responsibility for safe and proper delivery notwithstanding the Authorized Users payment of transportation charges.

(c) **Receipt of Product** The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractors failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

48. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title and risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g. signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product which is substandard or does not comply with the Contract terms, may be rejected or accepted on an adjusted price basis, as determined by the Purchasing Agent.

49. RE-WEIGHING PRODUCT Deliveries are subject to re-weighing at the point of destination by the receiving entity. If shrinkage occurs which exceeds that normally allowable in the trade, the receiving

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

50. PRODUCT SUBSTITUTION In the event a specified manufacturers Product listed in the Contractors Bid becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause below) a Product deemed by the Purchasing Agent to be the equal or better of the specified commodity or service must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Purchasing Agents approval may be cause for cancellation of contract.

51. REJECTED PRODUCT When Products are rejected, they must be removed by the Contractor from the premises of the receiving entity within ten days of notification of rejection by Authorized User. Upon rejection notification, risk of loss of rejected or non-conforming Product shall remain on Contractor. Rejected items not removed by the Contractor within ten days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of the items as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition.

52. INSTALLATION Where installation is required, Bidder shall be responsible for placing and installing the equipment in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects which would mar the appearance of the equipment or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site to its original condition. Work shall be performed so as to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

53. REPAIRED OR REPLACED PRODUCT / COMPONENTS Where the Contractor is required to repair, replace or substitute Product or components under the Contract, the repaired, replaced or substituted Product shall be subject to all terms and conditions for new Product set forth in the contract, including product warranties.

54. ON-SITE STORAGE Materials, equipment or supplies may be stored at the County/s or Authorized User's site at the Contractors sole risk and only with the approval of, as the case may be, the County or the Authorized User.

55. EMPLOYEES / SUBCONTRACTORS / AGENTS All employees, subcontractors or agents performing work under the contract must be trained technicians who meet or exceed the technical and training qualifications set forth in the Bid Specifications or the Bid, whichever is greater, and must comply with all rules and requirements of the Contract. The Purchasing Agent reserves the right to conduct a security background check or otherwise approve any employee or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause, including but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized Users security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the contract terms. The Purchasing Agent reserves the right to reject and/or bar from the facility for cause any employee, subcontractor, or agents of the Contractor.

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

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

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

58. STOP / SUSPENSION OF WORK

(a) Stop Work Order The Purchasing Agent reserves the right to stop the work covered by this contract at any time that the successful Contractor becomes unable or incapable of performing the work or meeting any requirements or qualifications set forth in the contract. In the event of such stopping, the Purchasing Agent shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Contractor shall be liable for any such cost on account thereof.

(b) Suspension of Work Order The Purchasing Agent, in his/her sole discretion, reserves the right to suspend any or all activities under this contract, at anytime, in the best interests of the State or Issuing Entity. In the event of such suspension, the contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on County spending, declaration of emergency, or other such circumstances. Upon issuance of such suspension of work, the Contractor is not to accept any purchase orders, as specified in the Suspension Order. Activity may resume at such time as the Purchasing Agent issues a formal written notice authorizing a resumption of work.

59. CANCELLATION A contract may be canceled by the Purchasing Agent, and/or an Authorized User may cancel its participation, license or service order under the contract, at the Contractors expense upon non-performance, or upon a determination that Contractor is non-responsive, or non-responsible.

60. FORCE MAJEURE The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor negligence of the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires or floods, or other similar cause beyond the control of the Contractor, or for any of the foregoing which affect subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, Contractor shall notify the Purchasing Agent, by certified or registered mail, of the delay or potential delay and the cause(s) thereof either (a) within ten (10) calendar days after the cause which creates or will create the delay first arose if the Contractor could reasonably foresee that a delay could occur by reason thereof, or (b), if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe a delay could result. The foregoing shall constitute the Contractors sole remedy or excuse with respect to such delay. In the

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

- (a) Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to County Agencies with respect to Product subjected to allocation; and/or
- (b) Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the contract quantity; or
- (c) Terminate the contract or the portion thereof which is subject to delivery delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.

61. CONTRACT BILLINGS Contractor shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Agencies must contain all information required by the County Treasurer and/or Auditor. The County Treasurer shall render payment for Agency purchases, and such payment shall be made in accordance with ordinary County procedures and practices. Payment of contract purchases made by Authorized Users other than Agencies shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

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

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

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

63. INTEREST ON LATE PAYMENTS

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

Authorized User.

(c) By Contractor Should the Contractor be liable for any payments to the County hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the *State Finance Law* to the same extent as though the contract was with the State of New York rather than the County.

64. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

(a) Cover / Substitute Performance Upon the failure of the Contractor to properly perform within the time specified, failure to provide acceptable service, to make immediate replacement of rejected Product when so requested, or upon the revocation of the Contract by the Purchasing Agent for cause, or upon repudiation of the contract by the Contractor, the Purchasing Agent may, with or without formally bidding same:

i. Purchase from other sources to replace the Product rejected, revoked, not timely delivered or repudiated; or

ii. If after making reasonable attempts, under the circumstances then existing, to timely provide acceptable service or acquire replacement product of equal or comparable quality, the Purchasing Agent is unsuccessful, the Purchasing Agent may acquire acceptable service or replacement product of lesser or greater quality.

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

(b) Withhold Payment In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Purchasing Agent. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

(c) Reimbursement of Costs Incurred The Contractor agrees to reimburse the County and/or Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the County or Authorized User in connection therewith, including reasonable attorneys fees, shall be paid by the Contractor.

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

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

65. ASSIGNMENT OF CLAIM Contractor hereby assigns to the County any and all its claims for overcharges associated with this contract which may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* and the antitrust laws of the State of New York, *General Business Law* Section 340, *et seq.*

66. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance as defined by Section 875 of the *Labor Law*, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the *Labor Law*.

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

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

68. SECURITY / CONFIDENTIALITY Contractor warrants, covenants and represents that it will comply fully with all security procedures of the County and any Authorized User(s) in performance of the Contract.

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

69. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party agents, including but not limited to subcontractors of the Authorized User, relating to delivery of product or coordination of services.

70. CONTRACT TERM - EXTENSION In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Purchasing Agent may be extended by the Purchasing Agent for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.

71. WARRANTIES & GUARANTEES Contractor hereby warrants and guarantees:

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

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

(b) Contractor warrants full ownership, clear title free of all liens, or perpetual license rights to any Products transferred to Authorized User under this Contract, and Contractor shall be solely liable for any costs of acquisition associated therewith without limitation. Contractor warrants that Authorized User will have undisturbed, peaceful use of the Products, including, without limitation, software, object or source codes, custom programming or third party intellectual property rights incorporated or embedded therein, and training modules or Documentation. Contractor fully indemnifies the County and Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

(c) To pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the contract.

(d) Unless recycled or recovered materials are available in accordance with the "Recycled & Recovered Materials" clause, Product offered shall be standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturers recommendations and standard practice. Every Product, including any substituted or replacement unit delivered, must be guaranteed against faulty material and workmanship for a period of one year from and after the date the unit is accepted unless otherwise specified by the County or Authorized User. Notwithstanding the foregoing, when the manufacturers standard guarantee for Product or any component thereof exceeds one year, the longer guarantee period shall apply to such unit or component thereof delivered under this contract. Furthermore, the Contractor agrees to extend its warranty period with regard to any Product delivered by the cumulative periods of time, after notification, during which the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty periods shall be borne solely by the Contractor, and the County or Authorized User shall in no event be liable or responsible therefore. This warranty shall survive any termination of the contract in accordance with the warranty term.

(e) Where the provision of services requires the replacement or repair of Product, any replaced or repaired component, part or Product shall be new and shall, if available, be replaced by the original manufacturers component, part or Product. All proposed substitutes for the original manufacturers installed Product must be approved by the Authorized User before installation. The Product or part shall be equal to or of better quality than the original Product being replaced. Any Product replaced by the Contractor under the contract shall be guaranteed for one (1) year from the date of replacement and replaced at no cost to the Authorized User if found defective during that time.

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

The Contractor further warrants and guarantees:

i. His/Her/Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

ii. To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

iii. To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.

iv. That all deliveries will be equal to the accepted bid sample.

v. That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the County.

vi. That all manufacturers product warranties and guarantees shall be furnished to the County, and that the County's rights thereunder shall not be in any way impaired or limited.

GENERAL

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

73. DEFINITIONS - Part II

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

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

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS

74. SOFTWARE LICENSE GRANT *Unless otherwise set forth in the Bid Specifications or Contract, where Product is acquired on a licensed based the following shall constitute the license grant:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definitions

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

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

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

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

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

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

this paragraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Essex County Supplementary Terms and Conditions to Agreement

1. No application for payment shall be deemed complete or approved by Essex County, and no progress payment shall be due from Essex County, unless Contractor shall have submitted properly executed Public Improvement Lien Releases and Waivers, in a form satisfactory to Essex County, signed by all persons who could claim public improvement lien rights on the project in connection with the work, and acknowledging payment of all work, materials and equipment supplied to the project up to and including the last day covered by the application for payment. Lien releases and Waivers from each individual subcontractor and material supplier must be presented prior to the progress payment being made. Essex County reserves the right to request further substantiation from Contractor of such payments, including substantiation that all required payments have been made to fringe benefit trust funds for the benefit of employees of Contractor or subcontractors who have provided services to the project in connection with the work, however, Essex County's failure to require such shall not be deemed a waiver or diminution of Essex County's rights.

2. The application for final payment shall not be deemed completed or approved by Essex County, and no payment shall be due from Essex County until Contractor shall have submitted the following properly executed documents:
 - (1) A General Release from Contractor in favor of Essex County;
 - (2) A Final Release and Waiver of any public improvement lien rights of Contractor;
 - (3) A sworn statement by Contractor, and a form satisfactory to Essex County, indicating that all subcontractors, materials suppliers, and fringe benefit trust funds for employees of Contractor and subcontractors on the project encompassed by the work, as well as all workers and persons employed in connection herewith, have been paid in full for all labor and work and materials furnished;
 - (4) An Indemnity Agreement whereby Contractor shall defend and indemnify Essex County from any and all claims of every and any kind in nature by third parties, including but not limited to materials suppliers, subcontractors, and employees and workers employed in this project; and
 - (5) Final Lien Releases and Waivers from each individual materials supplier and subcontractor.

3. Neither final payment or any remaining retained percentage shall become due until Contractor submits to Essex County:
 - (1) Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which Essex County or Essex County's property might be responsible or encumbered (less amounts held by Essex County) have been paid or otherwise satisfied;
 - (2) A certificate evidencing that insurance required by the contract is to remain in full force after final payment is currently in effect and will not be

- canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Essex County;
- (3) A written statement that Contractor knows of no substantial reason that the insurance will not be renewed to cover the period required by the contract;
 - (4) Consent of surety, if any, to final payment; and
 - (5) If required by Essex County, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, security interests or encumbrance arising out of the contract, to the extent and in such form as may be designated by Essex County.

4. CLAIMS AND DISPUTES

4.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the contract. The term "Claim" also includes other disputes and matters in question between Essex County and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim. The written notice of claim must be accompanied by full documentation and proof to substantiate the claim.

4.2 Decision of Essex County, its Engineer or Construction Manager. Claims shall be referred initially to Essex County, or its Engineer or Construction Manager for action as provided below. A decision by Essex County or its Engineer or Construction Manager, shall be required as a condition precedent to litigation of a Claim between Essex County and Contractor as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to the execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by Essex County or Construction Manager in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Essex County or Construction Manager is vacant, (2) Essex County or Construction Manager has not received evidence or has failed to render a decision within agreed time limits, (3) Essex County or its Engineer or Construction Manager has failed to take action required under Section 4.3 within fifteen (15) days after the Claim is made, (4) forty-five (45) days has passed after the Claim has been referred to Essex County or its Engineer or Construction Manager or (5) the Claim relates to a mechanic's lien.

4.3 Time Limits on Claims. Claims by either party must be made within fifteen (15) days after occurrence of the even giving rise to such Claim or within fifteen (15) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

4.4 Continuing Contract Performance. Pending final resolution of a Claim, unless

otherwise agreed in writing Contractor shall proceed diligently with performance of the Contract and Essex County shall continue to make payments in accordance with the Contract Documents.

4.5 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by Essex County except those arising from:

1. Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
2. Failure of the Work to comply with the requirements of the Contract Documents; or
3. Terms of special warranties required by the Contract Documents.

4.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 15 days after first observance of the conditions. Essex County or its Engineer or Construction Manager will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If Essex County or its Engineer or Construction Manager determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, Essex County shall so notify Essex County and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within fifteen (15) days after Essex County has given notice of the decision. If Essex County and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to Essex County or its Engineer or Construction Manager for initial determination.

4.7 Claim for Additional Cost. If Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. If Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from Essex County or its Engineer or Construction Manager, (2) an order by Essex County to stop the Work where Contractor was not at fault, (3) a written order for a minor change in the Work issued by Essex County or its Engineer or Construction Manager, (4) failure of payment by Essex County, (5) termination of the contract by Essex County, (6) Essex County's suspension or (7) other reasonable grounds, Claim shall be filed and evaluated in accordance with the procedure established herein and under this Section (4) and Section (5) of these Supplementary Conditions.

5. RESOLUTION OF CLAIMS AND DISPUTES

5.1 Essex County or Construction Manager will review Claims and take one or more of the following preliminary actions within fifteen (15) days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when Essex County or Construction Manager expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other party or (5) suggest a compromise. Essex County or Construction Manager may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

5.2 If a Claim has been resolved, Essex County or Construction Manager will prepare or obtain appropriate documentation.

5.3 If a Claim has not been resolved, the party making the Claim shall, within ten days after Essex County or Construction Manager's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by Essex County or Construction Manager, (2) modify the initial Claim or (3) notify Essex County or Construction Manager that the initial Claim stands.

5.4 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by Essex County or Construction Manager, Essex County or Construction Manager will notify the parties in writing that Essex County or Construction Manager's decision will be made within ten (10) days, which decision shall be final and binding on the parties but subject to arbitration. Upon expiration of such time period, Essex County or Construction Manager will render to the parties Essex County or Construction Manager's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, Essex County or Construction Manager may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

The parties expressly agree that any and all controversies and claims arising out of this contract will not be referred to arbitration but will be referred and brought in a Court of competent jurisdiction within Essex County, New York.

6. DELAYS. Essex County shall not be liable to Contractor or any sub-contractors for claims or damages of any nature caused by or rising out of delays. The sole remedy against Essex County for delays shall be the allowance of additional time for completion of the Work, the amount of which shall be subject to the claims procedure set forth herein. Except to the extent, if any, expressly prohibited by law, Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to those resulting from increased labor or material costs, directions given or not given by Essex County, including scheduling of the work, or an account of any delay, or on account of any delay, obstruction or hindrance for any cause whatsoever by Essex County, or its agents or any other Contractor on the project, whether or not foreseeable or anticipated. CONTRACTOR AGREES THAT ITS

SOLE RIGHT AND REMEDY THEREFORE SHALL BE AN EXTENSION OF TIME, IF APPROPRIATE. IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY CONTRACTOR FOR ANY DELAY AGAINST ESSEX COUNTY, CONSTRUCTION MANAGER, OR ITS ENGINEER OR CONSTRUCTION MANAGER BASED ON ANY REASON AND THAT CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME.

7. Subcontractors and their subcontractors are required to defend, indemnify and hold harmless, to the full extent allowed by law, Essex County, any Essex County or Construction Manager from and against any and all claims, suits, causes of actions, judgments, etc. arising out of or in any way connected with the subcontractors performance of the work as well as name Essex County, Architect and Construction Manager, if any, as an additional insured on its policies of liability insurance. Subcontractors are to furnish to Essex County a duly executed Release of Lien for each progress payment as well as the Final Release, Waiver and Discharge of Lien upon payment due under the subcontract from Contractor.

Contractor shall:

- (1) Comply with its obligation as a Trustee under New York Lien Law Article 3-a,
- (2) Upon receipt of each progress payment, and upon final payment, expend the funds received as required by said Article 3-a, and in particular number 71 thereof,
- (3) Upon request by Essex County for proof of such compliance,
- (4) Defend, indemnify and hold harmless Essex County from any claims, suits, demands or judgments arising out of any failure to so comply.

In addition to the insurance requirements set forth at Appendix C, liability insurance shall include all major divisions of coverage and be on comprehensive basis including, but not limited to:

- (1) Premises operations (including X, C & U coverage as applicable),
- (2) Independent Contractors Protective,
- (3) Products and completed operations,
- (4) Personal injury liability with employment exclusion deleted,
- (5) Contractual, including specific provisions for Contractors obligation to indemnify and defend Essex County,
- (6) Owned, non-owned and hired motor vehicles,
- (7) Broad formed property damage including completed operations.

8. PERFORMANCE AND PAYMENT BONDS

Contractor shall furnish to Essex County, in duplicate, and keep enforced during the term of the Contract, Performance Bonds and Payment bonds guaranteeing that Contractor will perform its obligations under the contract and will pay for all labor and

materials furnished for the work and the performance of the work. Such Bonds shall be issued on Form A1A Document A312 and by a surety acceptable to Essex County, shall name Essex County as obligee and shall be in an amount equal to 100% of the contract sum. Contractor shall deliver the executed, approved bonds to Essex County with its signed contract. The Bond shall be obtained from a surety licensed to business in the State of New York and listed in the latest issue of US Treasury Circular 570. The sufficiency of the bonds is subject to the approval of Essex county, and Bonds which are deemed insufficient by Essex County may be rejected. Bonds will remain in effect for one year after final completion of the project.

9. TERMINATION BY ESSEX COUNTY FOR CONVENIENCE

Notwithstanding any of the provision to the contrary in this Agreement or these supplemental conditions, Essex County reserved a right at any time and in its absolute discretion to terminate the services of Contractor and the work by giving written notice to Contractor. In such event, Contractor shall be entitled to, and Essex County shall reimburse Contractor for an equitable portion of Contractor's fee based on the portion of the work completed before the effective date of termination and for any other costs attributed to such termination. Contractor's entitlement to payment for all such work shall be predicated on its performance of such work in accordance with these contract documents as certified by Essex County, its Architect or Construction Manager. Contractor shall be entitled to no other payment and waives any claim for damages.

10. INSURANCE REQUIREMENTS

Contractor and each of its subcontractors shall provide Workers Compensation and Disability Insurance, Commercial General Liability Insurance, Commercial Automobile Insurance, Umbrella/Excess Liability Insurance, Special Protective and Highway Liability, Contractor's Risk and all other required insurance shall be pursuant to those requirements set forth in the New York State Department of Transportation Standard Specifications (USC) dated May 1, 2016, more particularly at pages 140-146.

In addition to the above, the insurance shall list the County of Essex as an additional insured on a primary and non-contributory basis and certificate holder. All policies will also contain no exclusions with respect to Sections 240 and 241 of the NYS Labor Law, Contractor and subcontractors waive all rights of subrogation against Essex County and will have the General Liability, Umbrella Liability and Workers Compensation Policies endorsed setting forth this waiver of subrogation. Contractor agrees to indemnify Essex County from all applicable deductibles.

11. Contractor agrees to comply with any and all rules, regulations, procedures, laws and statutes relative to federal aid and local projects.

12. 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 by 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, subcontractors, guests or invitees negligence or its/their performance or failure to perform this agreement.

13. COUNTY'S RIGHT TO 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 monies 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.

14. Contractor shall comply with any and all applicable rules, laws, standards and specifications required with respect to federal-aid highways and Marchiselli-aid local projects, both federal and New York State, including any applicable New York State Department of Transportation Specifications (USC) dated May 1, 2016, as they relate to this project. In the event of any conflict between this Agreement and the New York State Department of Transportation Specifications (USC) dated May 1, 2016, the New York State Department of Transportation Specifications shall supersede and control.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This AGREEMENT made on the ____ day of _____ in the year 2019 by and between,

_____ (hereinafter called OWNER) and
_____ (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 drainage rehabilitation 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 the rehabilitation of (15) culverts, placement of stone aprons and culvert end sections for scour protection, and miscellaneous drainage improvements.

ARTICLE 2 – ENGINEER

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

ARTICLE 3 - CONTRACT TIME

3.1. The Work will be substantially completed on or before **September 1, 2019** and ready for final payment on or before **December 15, 2019**.

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. Semi-monthly payments may be rendered provided (a) the value of work performed in two successive weeks is more than \$50,000 or (b) the Engineer deems it to be on the best interest of the Owner to do so. The Contractor shall not hold any retainage from any Subcontractor.

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

5.2. The 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: COUNTY ROUTE 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS, PIN 1760.63**
- 8.6.
- 8.7. Addenda numbers _____ to _____, inclusive
- 8.8. CONTRACTOR's Bid Pages as set forth in the Bidders Checklist
- 8.9. Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.10. Appendix A – Additional Provisions
- 8.11. State and/or Federal Prevailing Wage Schedules, as applicable
- 8.12. All other documents set forth in this project manual except Supplemental Information Available to Bidders
- 8.13. 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 on _____ 20____ (which is the Effective Date of the Agreement).

OWNER_____

CONTRACTOR_____

By:_____

By:_____

[COPORATE SEAL]

[CORPORATE SEAL]

Attest:_____

Attest:_____

Address for giving notices

Address for giving notices

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

License No. _____

Agent for services of process: _____

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

ACKNOWLEDGMENT OF COUNTY

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

On this.....day of, 20..... before me, the undersigned, a Notary Public in and for said State, personally appeared _____, as Chairman of the Essex County Board of Supervisors, Elizabethtown, New York, personally known to me or proved to me on the basis of

satisfactory evidence to be the individual whose name is subscribed to the within instrument, and that said _____ duly acknowledged to me that he executed the same pursuant to the power and authority vested in 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

ACKNOWLEDGMENT OF CONTRACTOR

State of }ss
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 and that he/ she is the

..... of

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

.....
Notary Public

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address)

SURETY (Name and 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:

CONTRACTOR AS PRINCIPAL

Company

(Corp Seal)

SURETY

Company

(Corp Seal)

Signature: _____ Signature: _____

Name and Title:

Name and Title:

CONTRACTOR AS PRINCIPAL

Company

(Corp Seal)

SURETY

Company

(Corp Seal)

Signature: _____ Signature: _____

Name and Title:

Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and hold harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and provided there is not Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given to the Contractor to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amount owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract area dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner, or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted 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.

(FOR INFORMATION ONLY - Name, Address and Telephone)
 AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

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

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

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

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: _____ (Corp. Seal)

Signature: _____
Name and Title:

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

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.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
 2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
 3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner and the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
 4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with Consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for Contract or performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances.
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons 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 the Contractor.
 7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
 8. The Surety hereby waives notice of any change, include changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 9. Any proceeding, legal, or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by the law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
 11. When this bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
 12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amount received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduce by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract 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.)

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

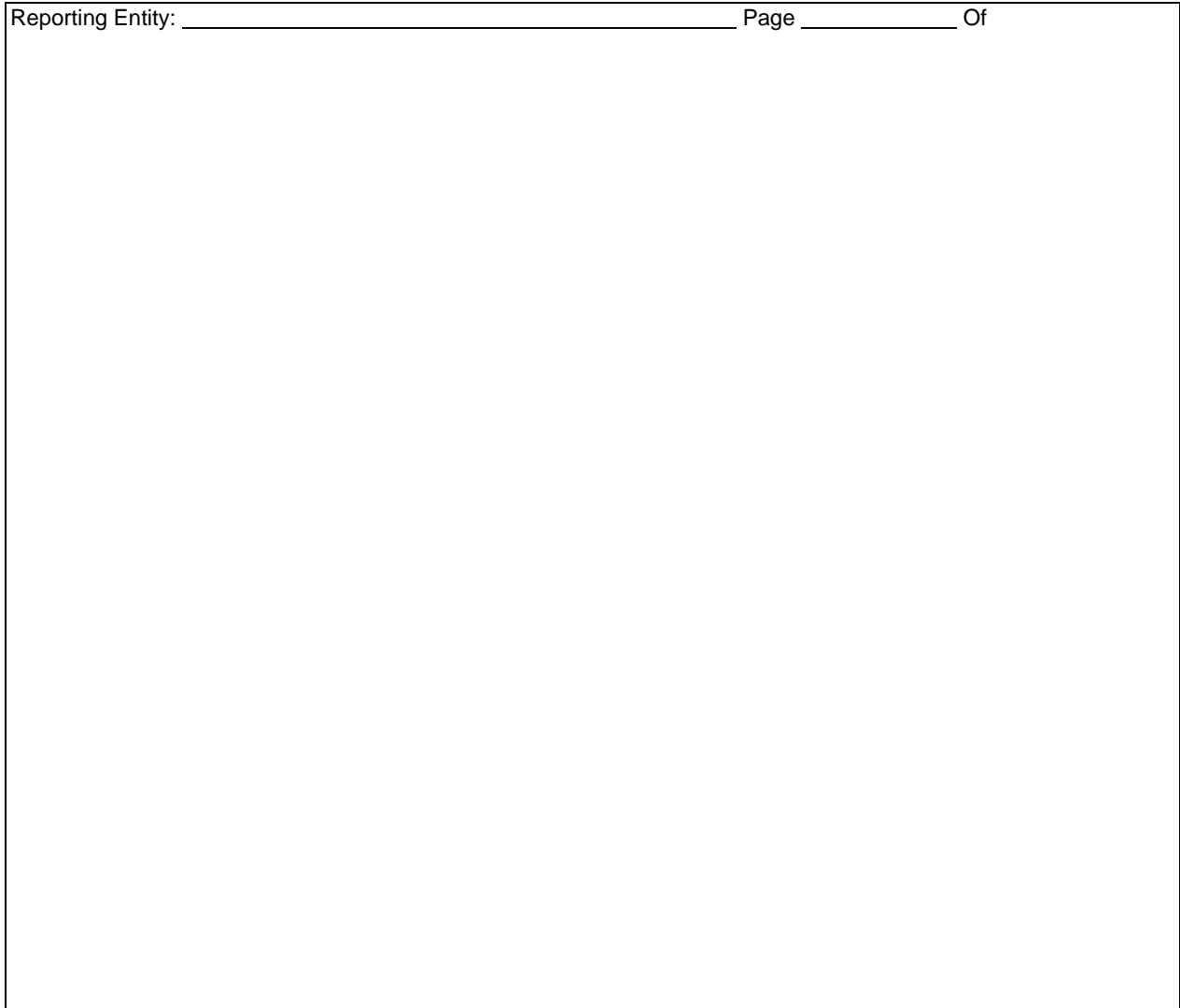
REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by
OMB
0348-0046

Continuation Sheet

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.

Date:

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

BY: _____
(Signature of Person Representing Above)

AS: _____
(Official Title of Signator in Above Firm)
(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20____, before me
personally came _____, to me known and known
to me to be the person who executed the above instrument, who being duly sworn by me, did
depose and say that he/she resides at

_____, and that he/she is the
of the

the corporation described in and which executed the above instrument, and that he/she signed
his/her name thereto on behalf of said Corporation by order of the Board of Directors of said
Corporation.

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

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

Notary Public

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20_____,
before me personally came _____, to me known and

known to me to be described in and who executed the foregoing instrument, and that he/she
acknowledged that he/she executed the same.

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address: _____

Street or P. O. Box No.

City

State ZIP

Federal Identification No.: _____

Name of Contact Person: _____

Phone # of Contact Person: _____

If Bidder is a Corporation:

President's Name & Address:

Secretary's Name & Address:

Treasurer's Name & Address:

If Bidder is a Partnership:

Partner's Name & Address:

Partner's Name & Address:

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

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

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

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

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]**

GOALS FOR MINORITY PARTICIPATION IN THE CONSTRUCTION INDUSTRY

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

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

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

GOALS FOR WOMEN

Female Goals - 6.9%

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

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

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

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

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

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

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

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

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

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

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

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the 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 any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

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

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

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 2018006151. 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: NY190006 03/01/2019 NY6

Superseded General Decision Number: NY20180006

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 \$10.60 for calendar year 2019 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 \$10.60 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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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	01/04/2019
1	03/01/2019

BRNY0002-013 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 37.23	19.51+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 07/01/2018

	Rates	Fringes
CARPENTER		

HEAVY & HIGHWAY
CONSTRUCTION

Carpenter.....	\$ 31.48	21.15
Pile Driver.....	\$ 31.48	21.15

ELEC0910-001 04/01/2018

	Rates	Fringes
ELECTRICIAN.....	\$ 34.50	5.75%+19.68

ELEC1249-003 05/07/2018

	Rates	Fringes
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.....	\$ 26.28	6.75%+23.40+a
Groundman (Truck Driver)....	\$ 35.04	6.75%+23.40+a
Groundman Truck Driver (tractor trailer unit).....	\$ 37.23	6.75%+23.40+a
Lineman & Technician.....	\$ 43.80	6.75%+23.40+a
Mechanic.....	\$ 35.04	6.75%+23.40+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.

ELEC1249-004 05/07/2018

	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.....	\$ 30.36	6.75%+23.40+a
Groundman digging machine operator.....	\$ 45.54	6.75%+23.40+a
Groundman truck driver (tractor trailer unit).....	\$ 43.01	6.75%+23.40+a

Groundman Truck driver.....	\$ 40.48	6.75%+23.40+a
Lineman and Technician.....	\$ 50.60	6.75%+23.40+a
Mechanic.....	\$ 40.48	6.75%+23.40+a
Substation:		
Cable Splicer.....	\$ 55.66	6.75%+23.40+a
Flagman.....	\$ 30.36	6.75%+23.40+a
Ground man truck driver....	\$ 40.48	6.75%+23.40+a
Groundman digging machine operator.....	\$ 45.54	6.75%+23.40+a
Groundman truck driver (tractor trailer unit).....	\$ 43.01	6.75%+23.40+a
Lineman & Technician.....	\$ 50.60	6.75%+23.40+a
Mechanic.....	\$ 40.48	6.75%+23.40+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.....	\$ 57.11	6.75%+23.40+a
Flagman.....	\$ 31.15	6.75%+23.40
Groundman Digging Machine Operator.....	\$ 46.73	6.75%+23.40+a
Groundman Truck Driver (tractor-trailer unit).....	\$ 44.13	6.75%+23.40+a
Groundman Truck Driver.....	\$ 44.13	6.75%+23.40+a
Lineman & Technician.....	\$ 51.92	6.75%+23.40+a
Mechanic.....	\$ 41.54	6.75%+23.40+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 01/01/2019

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 32.78	3%+4.93
Groundman.....	\$ 16.49	3%+4.93
Installer Repairman-		

Teledata		
Lineman/Technician-		
Equipment Operator.....	\$ 31.12	3%+4.93
Tree Trimmer.....	\$ 23.95	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 07/01/2018

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 43.47	26.05+a
GROUP 2.....	\$ 42.56	26.05+a
GROUP 3.....	\$ 39.99	26.05+a
GROUP 4.....	\$ 47.47	26.05+a
GROUP 5.....	\$ 46.47	26.05+a
GROUP 6.....	\$ 45.47	26.05+a
GROUP 7.....	\$ 45.08	26.05+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, Gunitite 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

 IRON0012-002 07/01/2018

	Rates	Fringes
Ironworkers:		
SHEETER.....	\$ 31.25	24.43
STRUCTURAL, ORNAMENTAL, MACHINERY MOVER & RIGGERS, FENCE ERECTOR, REINFORCING, STONE DERRICKMAN, WELDER.....	\$ 31.00	24.43

 LABO1822-001 07/01/2018

HEAVY & HIGHWAY

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 25.67	23.75+a

GROUP 2.....	\$ 25.47	23.75+a
GROUP 3.....	\$ 25.87	23.75+a
GROUP 4.....	\$ 26.07	23.75+a
GROUP 5.....	\$ 27.67	23.75+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 COUNTY		
Lead Abatement Workers,		
Structural Steel.....	\$ 30.00	13.89
Painters, Drywall		
Finishers, Spray.....	\$ 29.00	13.89
Zone #3 All of CLINTON COUNTY		
Lead Abatement Workers,		
Structural Steel.....	\$ 28.14	14.55
Painters, Drywall		
Finishers, Spray.....	\$ 27.14	14.55

PAIN0806-003 10/01/2018

CLINTON AND ESSEX COUNTIES

Rates Fringes

Painters:

Structural Steel and Bridge.	\$ 49.50	41.88
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PLUM0773-001 05/01/2018

Rates Fringes

Plumber and Steamfitter

CLINTON COUNTY.....	\$ 37.00	29.83
ESSEX COUNTY.....	\$ 38.00	29.83

SHEE0083-001 06/01/2018

	Rates	Fringes
Sheet metal worker.....	\$ 33.12	31.78+a

FOOTNOTE:

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

TEAM0687-003 06/01/2018

	Rates	Fringes
Truck drivers:		
HEAVY & HIGHWAY CONSTRUCTION		
GROUP 1:.....	\$ 25.82	25.16+a
GROUP 2:.....	\$ 26.04	25.16+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.
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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)).

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.

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END OF GENERAL DECISION

INCORPORATION OF NYSDOT STANDARD SPECIFICATIONS

NYSDOT STANDARD SPECIFICATIONS

- Except as modified herein, the current Edition of the Standard Specifications, Construction and Materials (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 Materials 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

NO. _____

PROJECT: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____

OWNER'S Contract No. _____

CONTRACTOR _____ ENGINEER Greenman-Pedersen, Inc (GPI)

You are directed to make the following changes in the Contract Documents.

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: _____ _____

This change order represents full and complete compensation for all costs relative to the change itself and all other impacts on the project. Contractor hereby acknowledges that it has considered and priced into this change order impacts beyond the scope of the individual change order and waives all claims otherwise.

RECOMMENDED:	APPROVED:	ACCEPTED:
BY: _____ Engineer (Authorized Signature)	BY: _____ Owner (Authorized Signature)	BY: _____ Contractor (Authorized Signature)

Date: _____ Date: _____ Date: _____

ACCEPTED:

BY: _____
NYSDOT (Authorized Signature)

Date: _____

EJCDC NO. 1910-8-B (1990 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America

NOTICE OF AWARD

Dated: _____, 20 _____

TO: _____

ADDRESS: _____

PROJECT: _____

OWNER'S CONTRACT NO. _____

CONTRACT FOR _____

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that your Bid dated _____, 20 _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for _____

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your contract is _____ Dollars (\$ _____).
(figures)

[Insert appropriate data in re Unit Prices. Change language for Cost-Plus contracts.]

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by _____, 20 _____.

1. You must deliver to the OWNER fully executed counterparts of the Agreement including all the Contract Documents. This includes the triplicate sets of Drawings. Each of the Contract Documents must bear your signature on (the cover) (every) page (pages_____).
2. You must deliver with the executed Agreement the contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 18).

3. (List other conditions precedents).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions. OWNER will return to you one fully signed counterpart of the Agreement the Contract Documents attached.

(OWNER)

By:

(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF AWARD

(CONTRACTOR)

By:

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

COPY to ENGINEER
(Use Certified Mail.
Return Receipt Requested)

NOTICE TO PROCEED

Dated: _____, 20 __

TO: _____

ADDRESS: _____

PROJECT: _____

OWNER'S CONTRACT NO. _____

CONTRACT FOR _____

(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on __, 20__. By that date, you are to start performing you obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and completion and readiness for final payment are ____, 20__ and __, 20__.

Before you may start any Work, you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must (add other requirements)

(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF AWARD

By: _____
(CONTRACTOR)

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)

Special Notes

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 updates 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 from 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

GENERAL SPECIAL NOTES
CR 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS

A. EXISTING PRIVATE PROPERTY MARKERS:

The Contractor's attention is directed to the fact that any existing iron pins, stakes, survey monuments or other markers defining property lines which may be disturbed during construction, shall be properly tied into fixed reference points before being disturbed and accurately reestablished to their proper position upon completion of the work.

The cost of survey to tie and reestablish property marker locations shall be included in the lump sum price bid for item 625.01 – Survey and Stakeout.

B. COORDINATION WITH EMERGENCY RESPONSE SERVICES:

The State Police, Essex County Sheriff's Department, Fire Departments and Ambulance units servicing this area shall be given a minimum of two (2) weeks advance notice of changes in all traffic patterns, including lane closures, necessary to meet construction requirements. Such other agencies including school districts, disaster relief, etc. shall be notified by published notice prior to the inception of any changes in the traffic patterns. The Contractor shall notify the Engineer in a timely manner of any changes in the traffic patterns so the Engineer can make advance notifications.

C. COORDINATION WITH OTHER CONSTRUCTION CONTRACTS

The Contractor shall be aware of any other construction contracts within the area which may be occurring along Town, County or State highways. The Engineer will maintain contact with those projects. The Engineer shall coordinate closures between the projects. If the Engineer deems it necessary to suspend work at various times due to traffic issues the Contractor shall comply. Any cost due to work modifications shall be included in other items of work.

D. PRE-CONSTRUCTION CONFERENCE AND PROJECT SCHEDULE

The project shall be constructed continuously from when construction commences and shall be completed by September 1, 2019. The start date shall be established as the date the contractor has mobilized to the site and begun construction. This date will be documented by the Engineer and provided to the contractor and the Town. Construction completion will be when all work including site cleanup is done. The contractor shall be responsible for paying the construction inspection costs incurred after the aforementioned completion date.

The Contractor shall submit to the Resident Engineer a detailed construction schedule for review and acceptance prior to the pre-construction conference. The schedule shall be based on the beginning and end dates of each subtask. The Contractor should be represented at the pre-construction conference by those staff to be in responsible charge of the work, including the site superintendent. Additional attendees to the Pre-Construction Conference shall include representatives from the County, the Engineer, and NYSDOT.

GENERAL SPECIAL NOTES
CR 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS

E. CONTRACTOR SUBMITTALS

The Contractor shall include a Letter of Transmittal, which includes a uniquely identifiable transmittal number for each transmittal being sent, on all submittals to the County or County's Engineer. All shop drawing transmittals shall also carry a uniquely identifiable transmittal number and letter from the Contractor.

F. MATERIAL STOCKPILES

The Contractor shall not stockpile earth or other materials in a manner conducive to erosion, or in areas likely to cause high turbidity runoff during storm events. All exposed soils shall be re-vegetated in a timely manner to further reduce potential erosion effects.

G. MATERIAL DISPOSAL

The Contractor is advised there are no disposal sites within the project available for disposal of excess material. The Contractor shall remove all excess material from the site. Any material stockpiled awaiting disposal shall be stockpiled in upland areas, and be suitably stabilized so that it cannot re-enter any waterway or wetland.

H. MILLED ROAD SURFACE

Traffic shall not be allowed to travel on milled roadway surface for more than 15 calendar days. The contractor shall place hot mix asphalt, type to be approved by the engineer, on the roadway.

I. EROSION CONTROL DEVICES

The Contractor shall ensure that all synthetic erosion control devices, which are intended for temporary use during construction, are completely removed and properly disposed of after site stabilization has occurred. Only natural fiber materials, which will degrade over time, may be used as permanent measures, or if used temporarily, may be abandoned in place.

J. TRAFFIC CONTROL

The Contractor will be responsible for providing traffic control. All traffic control signage and devices shall be in accordance with the Contract Plans, Federal Manual of Traffic Control Devices, NYSDOT Standard Sheets, NYS Supplement and the Official Compilation - Codes, Rules, and Regulations of the State of New York.

K. DIG SAFELY NY

The Contractor shall have underground utilities marked in the field prior to excavation activities.

L. TEST PITS

The Contractor may perform test pits needed to confirm any underground facilities that could potentially be impacted during excavation. The Contractor shall restore the excavated area as per original condition. Cost for this effort to be included under various items in the contract.

GENERAL SPECIAL NOTES
CR 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS

M. UTILITIES, GENERAL

If utility conflicts are found, the contractor must immediately notify the engineer and coordinate his schedule of operations with the various utility owners involved. There are no utility adjustments or relocations shown in the contract documents. At the pre-construction meeting, any remaining utility coordination will be determined, if necessary.

All known public and private utility installations within the Project Limits and their disposition are shown in their approximate locations on the Contract Plans.

The Contractor is, however, cautioned that these locations are not guaranteed, nor is there any guarantee that all such facilities within the Project Limits have been shown on the plans.

Utilities encountered during the work shall be maintained and protected in their existing locations until otherwise provided for. If services or utility lines not shown on the plans are encountered, then excavation and grading shall be done with caution so that these services will not be disturbed until proper disposition of such is made by their owners. Damage by the Contractor to privately owned utilities shall be in all cases the responsibility of the Contractor. Relocation of public utilities and accessories is a responsibility of the servicing agency. Every reasonable attempt will be made by the agents of the Town not to inconvenience or additionally cost the Contractor due to such location relating to time and/or place; however, no extra compensation will be made to the Contractor for extra work or loss of time due to such utilities or the removal or relocation of such utilities.

The Contractor shall notify the Resident Engineer, in writing, at least fourteen (14) days in advance of any work which may affect any utility or cause an interruption or disruption of utility service.

N. SITE SAFETY

The Contractor shall perform all work in a workmanlike manner with due regard to the safety of the employees and of the public. The Contractor shall comply with all rules, regulations and standards of the Occupational Safety and Health Administration, U.S. Department of Labor in the performance of the work required by the Contract Documents in all matters regarding the safety and protection of persons employed in construction, excavation and demolition work. The Contractor shall also meet all applicable requirements of the State of New York Department of Labor, Industrial Code Rule 53 regarding construction, excavation and demolition operations at or near underground facilities. The Contractor is fully and solely responsible for site safety precautions.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss of:

- a. all employees on the site and other persons who may be affected thereby;
- b. all the work and all products to be incorporated therein, whether in storage on or off the site; and
- c. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall assume all responsibility for damage to persons or property which may occur during the prosecution of the work and shall replace or make good any such damage, loss or injury.

GENERAL SPECIAL NOTES
CR 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS

O. OPERATIONAL DAMAGES

The Contractor will be held entirely responsible for any damages to adjacent property as a result of his operations.

The Contractor shall protect all trees and shrubs that are not shown to be removed in an approved manner, which may include fences and boards lashed to trees to prevent damage from blasting or machine operations. The Contractor shall prevent damage to pipes, conduits and other underground structures and all land monuments and property marks.

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.

SPECIAL NOTE

DUST CONTROL

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

Contractor's operations shall be corrected at no additional cost to the 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.

SPECIAL NOTE

INSURANCE

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

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

**Essex County
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

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

SPECIAL NOTE

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.

SPECIAL NOTE

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 Contractor/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

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

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

SPECIAL NOTE

OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL REQUIREMENTS FOR ITEM 637.34

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

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

Mobile Telephone (Cellular Phone) – Quantity: 1

Technical Specifications:

The mobile telephone equipment shall meet the following requirements:

Telephone

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

Accessories

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

Service

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

SPECIAL NOTE

OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL REQUIREMENTS FOR ITEM 637.34

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

Desktop Computer - Field Office - Quantity: 1

Computer

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

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

Software

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

<u>Type of Software</u>	<u>NYSDOT Requirement/Standard</u>
• Office Suite	Office 2007 (Microsoft)
• Portable Document (.pdf) Reader	Acrobat Reader 9* (Adobe)
• Virus Protection/Computer Utilities ..	Norton Anti Virus 2009 (Symantec)
• Virus Definition Updates	For the virus protection software, it is required to maintain the virus definitions for the duration of contract, this typically requires a service subscription for the updates after the first year.
• File Compression	WinZip 8.1* (WinZip Computing)
	[<i>Note:</i> must provide a licensed copy]

SPECIAL NOTE

**OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL
REQUIREMENTS FOR
ITEM 637.34**

- CD Creator Easy CD & DVD Creator 9* (Roxio)

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

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

Computer Peripherals

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

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

Multifunction Machine - Quantity: 1

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

MULTIFUNCTION MACHINE

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

SPECIAL NOTE

OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL REQUIREMENTS FOR ITEM 637.34

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

ACCESSORIES

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

Digital Camera - Quantity: 1

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

DIGITAL CAMERA

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

ACCESSORIES

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

Communication Services

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

SPECIAL NOTE

OFFICE TECHNOLOGY AND SUPPLIES - TECHNICAL REQUIREMENTS FOR ITEM 637.34

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

Data Storage Media

- X (*) 10 writeable CDs (CD-R) (minimum)
- X (*) 10 rewriteable CDs (CD-RW) (minimum)
- X (*) 1 USB Flash drive
- X (*) Data media storage containers as follows:
 - < 1 container for 20 CDs, with locking capability (minimum)

Mail Supplies

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

Printer Supplies

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

Technical Specifications

SPECIAL SPECIFICATIONS: (P.I.N. 1760.63)

The following items are special specifications:

<u>Item</u>	<u>Description</u>
209.18030124	Vegetated Mat
555.10000006	Abandon Existing Culvert
607.96000008	Remove and Dispose of Existing Fence
620.29010009	Native Stream Bed Material (A)

ITEM 209.18030124 -- VEGETATED MAT

DESCRIPTION

This work shall consist of furnishing and installing vegetative mats in accordance with the contract documents.

A vegetative mat consists of a reinforced coir-woven blanket used along banks of streams, channels, or bodies of water to control erosion and provide a suitable planting medium for selected plants.

MATERIALS

The following sections of the standard specifications shall apply:

Rolled Erosion Control Products and Soil Stabilizers §713-07, Class 1,
Type C

The matrix shall be no less than 70% coconut fiber and 30% straw, excelsior, rice straw or other approved material and be manufacturer-certified 100% weed free.

The matrix shall be encased in a net material which shall be an open mesh, photodegradable or biodegradable material with a grid size of between 3/16“and 3/8”.

The netting material shall be attached on both sides of the matrix and stitched together. The netting shall have a minimum effective life span of no less than one year.

Materials will be accepted on the basis of the manufacturer’s name and location appearing on the Approved List and a material certification that specifies the product conforms to this specification.

CONSTRUCTION DETAILS

Vegetative mats shall be installed according to manufacturer’s recommendations, except when specified otherwise in the contract documents.

METHOD OF MEASUREMENT

This work will be measured as the number of square yards to the nearest whole square yard of vegetated mat satisfactorily furnished and installed.

BASIS OF PAYMENT

The unit price bid per square yard of vegetated mat shall include the cost of all labor, materials, and equipment necessary to complete the work.

Herbaceous plugs, live cuttings, live stakes, fiber rolls, live fascines or other erosion control items, if used in conjunction with vegetative mats, shall be paid for separately.

ITEM 555.10000006 - ABANDON EXISTING CULVERT

DESCRIPTION: This work shall consist of the abandonment and filling of existing culverts that are not removed under excavation items.

MATERIALS: Fill for abandoned culverts shall be a flowable mixture of sand, cement, fly ash, and water, with a 28 day compressive strength of 50 to 100 psi. Mix design shall be submitted to the Engineer for approval.

CONSTRUCTION DETAILS: Prior to filling operations, the Contractor shall remove and dispose of the existing end sections and clean the culvert of any materials that will restrict the flow of the fill material A.D.B.E.

Filling shall begin at the upstream location of the existing culvert to be abandoned.

Provide temporary bulkheads with air vents at the upstream and downstream ends of the culvert to be abandoned.

METHOD OF MEASUREMENT: The work of this item will be measured as the cubic yards of fill material placed within the culvert to be abandoned, based on Engineer approved batch delivery tickets. This quantity shall not exceed the theoretical interior volume of the culvert being abandoned.

BASIS OF PAYMENT: The unit price bid per cubic yard shall include all labor, material, and equipment necessary to complete the work. The cost of removing and disposing of the existing end sections, cleaning the culvert, any required excavation, sheeting, fill and applying water for compaction shall be included in the price bid for this item.

ITEM 607.9600008 - REMOVE AND DISPOSE OF EXISTING FENCE

DESCRIPTION:

The contractor shall remove existing fence in accordance with the plans, specifications and directions of the Engineer. All references to "fencing" shall include existing gates, if any to be removed.

MATERIALS:

Materials needed for modifying end sections shall conform to the requirements of Section 710 of the Standard Specifications or shall conform to the material requirements of the existing fence, as directed by the Engineer.

Concrete for footings shall conform to Section 607-2.01 of the Standard Specifications.

CONSTRUCTION DETAILS:

The contractor shall remove and dispose of the existing fence to a point shown on the plans or where directed by the Engineer. If a portion of the existing fence is to remain, the remaining end section shall be modified to adequately secure the fencing. This modified section shall include all hardware necessary to secure the fencing in a manner similar to the existing end section or as directed by the Engineer. Parts salvaged from the removed portion, acceptable to the Engineer, may be reused in the end section.

All work shall be done in a workmanlike manner with care taken not to disturb the surrounding area or existing fence to remain. Any damage to the area or existing fence to remain caused by the contractor's operations shall be repaired to the original condition at no expense to the state. Any concrete post footings shall be either broken up and removed or removed in one piece as determined by the contractor and approved by the Engineer. All post holes shall be filled to meet existing grade. All excavation and backfill shall conform to Section 203 "Excavation and Embankment".

METHOD OF MEASUREMENT:

This work will be measured as the number of feet of fence removed in accordance with the plans or as directed by the Engineer. An additional 10 foot allowance will be paid for each end section modified to secure the remaining fence.

BASIS OF PAYMENT:

The unit price bid shall include the cost of all labor, equipment and materials necessary to complete the work, including the cost of any fill required to fill the post holes.

ITEM 620.29010009 - NATIVE STREAM BED MATERIAL (A)
ITEM 620.29110009 - NEW (IMPORTED) STREAM BED MATERIAL (B)

DESCRIPTION

This work shall consist of removing, stock piling and replacing native stream bed material or furnishing and placing new stream bed material within freshly dug or established stream channels, in inverts of culvert at locations shown on the plans or as directed by the Engineer. The work shall be completed in conformity with the lines, grades, thicknesses and typical sections as shown on the plans or as established by the Engineer.

MATERIALS

Native stream bed material shall be existing stream bed material, having a consistent character and shall be derived from designated locations as shown on the plans. All native stream bed material must be approved in writing by the Regional Fisheries Officer of the New York State Department of Environmental Conservation (DEC).

New stream bed material shall be furnished from an approved source and shall be composed of well graded naturally occurring round or sub-rounded stone and substantially free of excess dirt or silt. Crushed material is not acceptable. Gradation shall be:

<i>Stone Size</i>	<i>% by Total Weight</i>
Passing 12 inch screen	100%
Passing 10 inch screen	70 to 75 %
Passing 4 inch screen	30 to 40 %
Passing ½ inch screen	0 to 5 %

Of the portion passing the 4 inch screen, there shall be an approximately equal blend of 1 inch, 2 inch and 3 inch material. Gradation approval or rejection will be based on a visual inspection of the material by the Engineer and/or the DEC.

CONSTRUCTION DETAILS

Where specified, native stream bed material shall be removed from only designated areas shown on the plans and stockpiled (if necessary) at a location approved by the Engineer for reuse.

The Contractor shall place native or new stream bed material over existing stream beds, freshly dug or graded stream channels, or in the bottom inverts of specified culverts to the depth, lines and grades specified on the contract documents. The material shall be placed in a manner that will produce a non-uniform surface with larger stones protruding above the smaller ones.

METHOD OF MEASUREMENT

The quantity of stream bed material items shall be measured as the number of cubic yards of material computed to the payment lines shown on the plans or as directed by the Engineer.

ITEM 620.29010009 - NATIVE STREAM BED MATERIAL (A)
ITEM 620.29110009 - NEW (IMPORTED) STREAM BED MATERIAL (B)

BASIS OF PAYMENT

The unit price bid per cubic yard for native stream bed material shall include the cost of all labor, equipment and incidental materials required to excavate the material from it's source, stockpile (if required) and reuse the material by placing it in specified locations in conformance with this specification, except for necessary stream bed preparation work prior to placement.

The unit price bid for new stream bed material shall include the cost of all labor, materials and equipment necessary to satisfactorily complete the work, except for necessary stream bed preparation work prior to placement.

Stream bed preparation work shall be paid for under separate pay items in the contract.

Payment shall be made under the following pay items:

ITEM 620.29010009 - NATIVE STREAM BED MATERIAL (A) C.Y.
ITEM 620.29110009 - NEW (IMPORTED) STREAM BED MATERIAL (B) C.Y.

SUPPLEMENTAL INFORMATION

COUNTY ROUTE 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS

TOWN OF TICONDEROGA, NY

March 4, 2019

D036169
PIN 1760.63

Prepared For:

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

Prepared By:

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

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

**CORPORATE/
BUFFALO OFFICE**

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

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

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 7½ to 12¼ inches at the traffic lane locations, and 1¼ to 2¼ 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

DATE:
 START 6/5/2017
 FINISH 6/5/2017

SJB SERVICES, INC.
SUBSURFACE LOG



PROJ. NO. AE-17-011
 HOLE NO. A-1
 SURF. ELEV. -
 G.W. DEPTH See notes

SHEET 1 OF 1

PROJECT: Proposed Roadway Rehabilitation
County Route 43 (Shore Airport Road)

LOCATION: Town of Ticonderoga
Essex County, New York

DEPTH (ft.)	SAMPLE NO.	BLOWS ON SAMPLER					REC. (ft.)	SOIL OR ROCK CLASSIFICATION	NOTES
		0/6	6/12	12/18	18/24	N			
	1	-	-	9	13	-	0.9	10-3/4" Asphalt pavement, then: Brown f-c SAND & GRAVEL, little silt (Moist - Firm)	
	2	10	9	8	8	17	1.4	- similar (Very Moist)	
	3	3	2	3	2	5	2.0	Gray-Brown CLAY & SILT (Moist - Soft)	Pt = 2.0 - 3.0 tsf
5									
								End of Boring at 6.0'	
									No measurable groundwater in borehole upon completion of sampling (mucky at bottom).
10									
									Grab sample of nominal subbase directly beneath asphalt pavement apparently more gravelly than that recovered in spoon sample, but otherwise similar.
15									
20									
25									
30									
35									
40									

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:
 START 6/5/2017
 FINISH 6/5/2017

SJB SERVICES, INC.
SUBSURFACE LOG



PROJ. NO. AE-17-011
 HOLE NO. A-2
 SURF. ELEV. -
 G.W. DEPTH See notes

SHEET 1 OF 1

PROJECT: Proposed Roadway Rehabilitation
County Route 43 (Shore Airport Road)

LOCATION: Town of Ticonderoga
Essex County, New York

DEPTH (ft.)	SAMPLE NO.	BLOWS ON SAMPLER					REC. (ft.)	SOIL OR ROCK CLASSIFICATION	NOTES
		0/6	6/12	12/18	18/24	N			
	1	7	6	5	5	11	1.3	2" Asphalt pavement, then: Brown f-c SAND, some Gravel little silt (Very Moist - Firm)	
	2	4	3	2	4	5	0.6	- similar (Very Moist to Wet - Loose)	
5	3	3	2	4	4	6	0.5	Brown Silty CLAY w/ some Sand, Gravel (Very Moist) (apparently reworked)	
								End of Boring at 6.0'	
10									Water level at 3.9' in borehole upon completion of sampling.
15									
20									
25									
30									
35									
40									

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:
 START 6/5/2017
 FINISH 6/5/2017

SJB SERVICES, INC.
SUBSURFACE LOG



PROJ. NO. AE-17-011
 HOLE NO. B-1
 SURF. ELEV. -
 G.W. DEPTH See notes

SHEET 1 OF 1

PROJECT: Proposed Roadway Rehabilitation
County Route 43 (Shore Airport Road)

LOCATION: Town of Ticonderoga
Essex County, New York

DEPTH (ft.)	SAMPLE NO.	BLOWS ON SAMPLER					REC. (ft.)	SOIL OR ROCK CLASSIFICATION	NOTES
		0/6	6/12	12/18	18/24	N			
	1	-	-	19	30	-	0.9	11" Asphalt pavement, then: Brown f-c SAND, some Gravel, trace silt (Moist - Firm)	Sample no. 1 taken with 3" spoon, which likely elevated blow counts.
	2	17	18	20	10	38	1.7	- grades little gravel	
5	3	7	5	4	6	9	1.6	Brown-Gray Clayey SILT w/ little f-m sand (Moist - Medium)	
								End of Boring at 6.0'	
10									No measurable groundwater in borehole upon completion of sampling (mucky at bottom).
15									Grab sample of nominal subbase directly beneath asphalt pavement apparently more gravelly than that recovered in spoon sample, but otherwise similar.
20									
25									
30									
35									
40									

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:
 START 6/5/2017
 FINISH 6/5/2017

SJB SERVICES, INC.
SUBSURFACE LOG



PROJ. NO. AE-17-011
 HOLE NO. B-2
 SURF. ELEV. -
 G.W. DEPTH See notes

SHEET 1 OF 1

PROJECT: Proposed Roadway Rehabilitation
County Route 43 (Shore Airport Road)

LOCATION: Town of Ticonderoga
Essex County, New York

DEPTH (ft.)	SAMPLE NO.	BLOWS ON SAMPLER					REC. (ft.)	SOIL OR ROCK CLASSIFICATION	NOTES
		0/6	6/12	12/18	18/24	N			
	1	6	10	14	18	24	1.5	1-1/4" Asphalt pavement, then: Brown f-c SAND, little gravel, trace silt (Damp - Firm)	
	2	7	10	6	5	16	1.1	- grades some Gravel (Very Moist)	
5	3	5	6	5	10	11	1.8	Brown-Gray Silty CLAY, trace sand, gravel (Moist - Medium)	Pt = 2.8 - 3.0 tsf
								End of Boring at 6.0'	No measurable groundwater in borehole upon completion of sampling (mucky at bottom).
10									
15									
20									
25									
30									
35									
40									

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:
 START 6/5/2017
 FINISH 6/5/2017

SJB SERVICES, INC.
SUBSURFACE LOG



PROJ. NO. AE-17-011
 HOLE NO. C-1
 SURF. ELEV. -
 G.W. DEPTH See notes

SHEET 1 OF 1

PROJECT: Proposed Roadway Rehabilitation
County Route 43 (Shore Airport Road)

LOCATION: Town of Ticonderoga
Essex County, New York

DEPTH (ft.)	SAMPLE NO.	BLOWS ON SAMPLER					REC. (ft.)	SOIL OR ROCK CLASSIFICATION	NOTES
		0/6	6/12	12/18	18/24	N			
0	1	-	40	37	22	59	1.6	7-1/2" Asphalt pavement, then: Brown f-c SAND, some Gravel, little silt (Damp - Firm) - grades little gravel (Moist - Compact) Brown-Gray SILT & CLAY w/ little embedded c. sand, gravel (till-like) (Moist - Medium) End of Boring at 6.0'	Sample no. 1 taken with 3" spoon, which likely elevated blow counts. 4.5'
1	2	14	20	25	26	45	1.9		
2	3	19	7	8	10	15	1.8		
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									
33									
34									
35									
36									
37									
38									
39									
40									

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:
 START 6/5/2017
 FINISH 6/5/2017

SJB SERVICES, INC.
SUBSURFACE LOG



PROJ. NO. AE-17-011
 HOLE NO. C-2
 SURF. ELEV. -
 G.W. DEPTH See notes

SHEET 1 OF 1

PROJECT: Proposed Roadway Rehabilitation
County Route 43 (Shore Airport Road)

LOCATION: Town of Ticonderoga
Essex County, New York

DEPTH (ft.)	SAMPLE NO.	BLOWS ON SAMPLER					REC. (ft.)	SOIL OR ROCK CLASSIFICATION	NOTES
		0/6	6/12	12/18	18/24	N			
	1	25	19	20	22	39	1.8	2-1/4" Asphalt pavement, then: Brown f-c SAND & GRAVEL little silt (Moist - Compact)	
	2	24	27	50/2	-	-	0.9	- similar, w/ rock or boulder fragments (Damp - V. Compact)	
5								End of Boring at 3.2'	No measurable groundwater in borehole upon completion of sampling.
10									
15									
20									
25									
30									
35									
40									

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:
 START 6/6/2017
 FINISH 6/6/2017

SJB SERVICES, INC.
SUBSURFACE LOG



PROJ. NO. AE-17-011
 HOLE NO. D-1
 SURF. ELEV. -
 G.W. DEPTH See notes

SHEET 1 OF 1

PROJECT: Proposed Roadway Rehabilitation
County Route 43 (Shore Airport Road)

LOCATION: Town of Ticonderoga
Essex County, New York

DEPTH (ft.)	SAMPLE NO.	BLOWS ON SAMPLER					REC. (ft.)	SOIL OR ROCK CLASSIFICATION	NOTES
		0/6	6/12	12/18	18/24	N			
	1	-	-	20	25	-	0.9	12" Asphalt pavement, then: Brown f-c SAND, some Gravel, little silt (V. Moist - Firm)	
	2	19	26	10	11	36	1.8	- grades trace gravel	
5	3	7	5	4	6	9	2.0	Brown SILT & CLAY (Moist - Medium)	Pt = 3.0 - 3.8 tsf
								End of Boring at 6.0'	No measurable groundwater in borehole upon completion of sampling.
10									
15									Grab sample of nominal subbase directly beneath asphalt pavement apparently more gravelly than that recovered in spoon sample, but otherwise similar.
20									
25									
30									
35									
40									

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:
 START 6/6/2017
 FINISH 6/6/2017

SJB SERVICES, INC.
SUBSURFACE LOG



PROJ. NO. AE-17-011
 HOLE NO. D-2
 SURF. ELEV. -
 G.W. DEPTH See notes

SHEET 1 OF 1

PROJECT: Proposed Roadway Rehabilitation
County Route 43 (Shore Airport Road)

LOCATION: Town of Ticonderoga
Essex County, New York

DEPTH (ft.)	SAMPLE NO.	BLOWS ON SAMPLER					REC. (ft.)	SOIL OR ROCK CLASSIFICATION	NOTES
		0/6	6/12	12/18	18/24	N			
	1	17	26	30	22	56	1.5	1-1/2" Asphalt pavement, then: Brown f-c SAND, little gravel, trace silt (Moist - Firm) - similar (Very Moist to Wet)	Sample no. 1 taken with 3" spoon, which likely elevated blow counts.
	2	8	7	5	4	12	1.3		
5	3	2	3	4	4	7	0.3		
								Brown-Gray SILT & CLAY (V. Moist)	
								End of Boring at 6.0'	
10									No measurable groundwater in borehole upon completion of sampling.
15									
20									
25									
30									
35									
40									

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:
 START 6/6/2017
 FINISH 6/6/2017

SJB SERVICES, INC.
SUBSURFACE LOG



PROJ. NO. AE-17-011
 HOLE NO. E-1
 SURF. ELEV. -
 G.W. DEPTH See notes

SHEET 1 OF 1

PROJECT: Proposed Roadway Rehabilitation
County Route 43 (Shore Airport Road)

LOCATION: Town of Ticonderoga
Essex County, New York

DEPTH (ft.)	SAMPLE NO.	BLOWS ON SAMPLER					REC. (ft.)	SOIL OR ROCK CLASSIFICATION	NOTES
		0/6	6/12	12/18	18/24	N			
0	1	-	-	22	27	-	0.8	12-1/4" Asphalt pavement, then: Brown f-c SAND, some Gravel, little silt (Moist - Firm)	Sample no. 1 taken with 3" spoon, which likely elevated blow counts. Pt = 1.3 - 1.5 tsf
1	2	20	18	17	22	45	1.7	- grades little gravel (Moist to Wet - Compact)	
5	3	6	5	4	5	9	1.3	Brown Silty CLAY (V. Moist - Medium)	
6.0	End of Boring at 6.0'								Water level at 4.2' in borehole upon completion of sampling.
7.0									
8.0									
9.0									
10.0									
11.0									
12.0									
13.0									
14.0									
15.0									
16.0									
17.0									
18.0									
19.0									
20.0									
21.0									
22.0									
23.0									
24.0									
25.0									
26.0									
27.0									
28.0									
29.0									
30.0									
31.0									
32.0									
33.0									
34.0									
35.0									
36.0									
37.0									
38.0									
39.0									
40.0									

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:
 START 6/6/2017
 FINISH 6/6/2017

SJB SERVICES, INC.
SUBSURFACE LOG



PROJ. NO. AE-17-011
 HOLE NO. E-2
 SURF. ELEV. -
 G.W. DEPTH See notes

SHEET 1 OF 1

PROJECT: Proposed Roadway Rehabilitation
County Route 43 (Shore Airport Road)

LOCATION: Town of Ticonderoga
Essex County, New York

DEPTH (ft.)	SAMPLE NO.	BLOWS ON SAMPLER					REC. (ft.)	SOIL OR ROCK CLASSIFICATION	NOTES
		0/6	6/12	12/18	18/24	N			
	1	-	-	26	19	-	0.8	12" Asphalt pavement, then: Brown f-c SAND, some Gravel, little silt (Moist - Firm)	
	2	31	50.2	-	-	-	0.3	- similar, w/ thin seam silty clay (V. Moist)	
								End of Boring at 2.7'	Driller notes refusal on probable boulder (or
5									No measurable groundwater in borehole upon completion of sampling.
10									
15									
20									
25									
30									
35									
40									

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. -

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 gravelly 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. AE-09-099
 HOLE No. B-1
 SURF. ELEV. 325.6
 G.W. DEPTH see notes

PROJECT _____ LOCATION _____

DEPTH (ft)	SAMPLES	SAMPLE NO.	BLOWS ON SAMPLER					BLOWS ON CASING C	SOIL OR ROCK CLASSIFICATION	NOTES
			0/6	6/12	12/18	18/24	N			
0								3" TOPSOIL	Groundwater at 10' upon completion, and 5' 24 hrs. after completion	
		1	3	3	4	8	7	Brown SILT, some Sand, trace clay, ML (Moist-Loose)		
								Gray SHALE, medium hard, weathered, thin bedded, some fractures		
5							50/.5		Run#1, 2.5'-5.0' 95% Recovery 50% RQD	

TABLE I

	Split Spoon Sample
	Shelby Tube Sample
	Geoprobe Macro-Core
	Auger or Test Pit Sample
	Rock Core

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 (Granular)
- Fine	3/4" - #4	
Sand - Coarse	#4 - #10	Cohesive
- Medium	#10 - #40	
- Fine	#40 - #200	
Silt - Non Plastic (Granular)	<#200	
Clay - Plastic (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:

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

(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 Classification Term	Meaning	Rock Classification Term	Meaning
Hardness	- Soft	Bedding	- Laminated (<1")
	- Medium Hard		- Thin Bedded (1" - 4")
	- Hard		- Bedded (4" - 12")
	- Very Hard		- Thick Bedded (12" - 36")
Weathering	- Very Weathered	- Massive (>36")	Natural breaks in Rock Layers
	- Weathered		
	- Sound		

(Fracturing refers to natural breaks in the rock oriented at some angle to the rock layers)

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)

SHORE AIRPORT ROAD
(CR 43)
ESSEX CO., NY

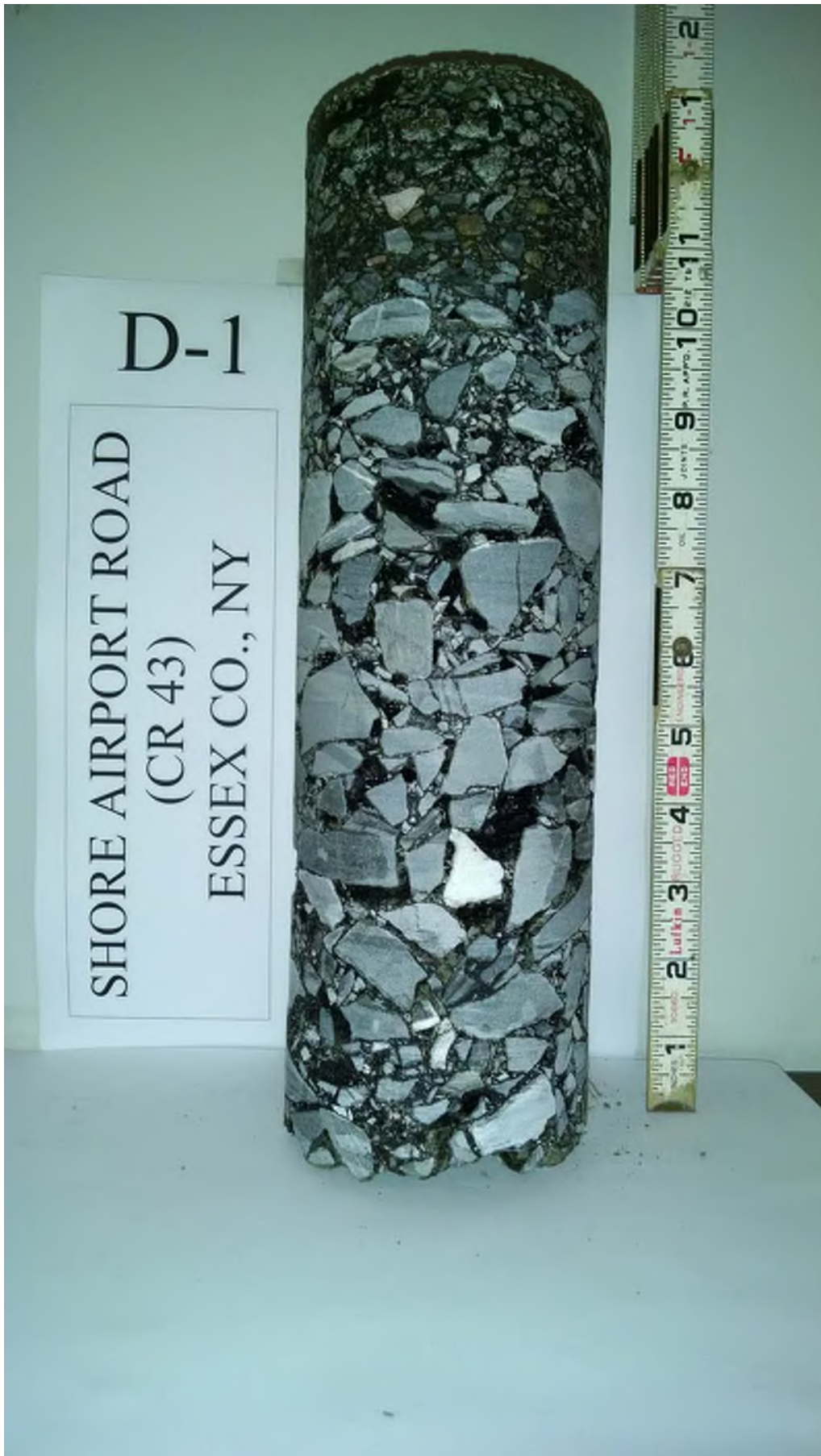
C-1



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

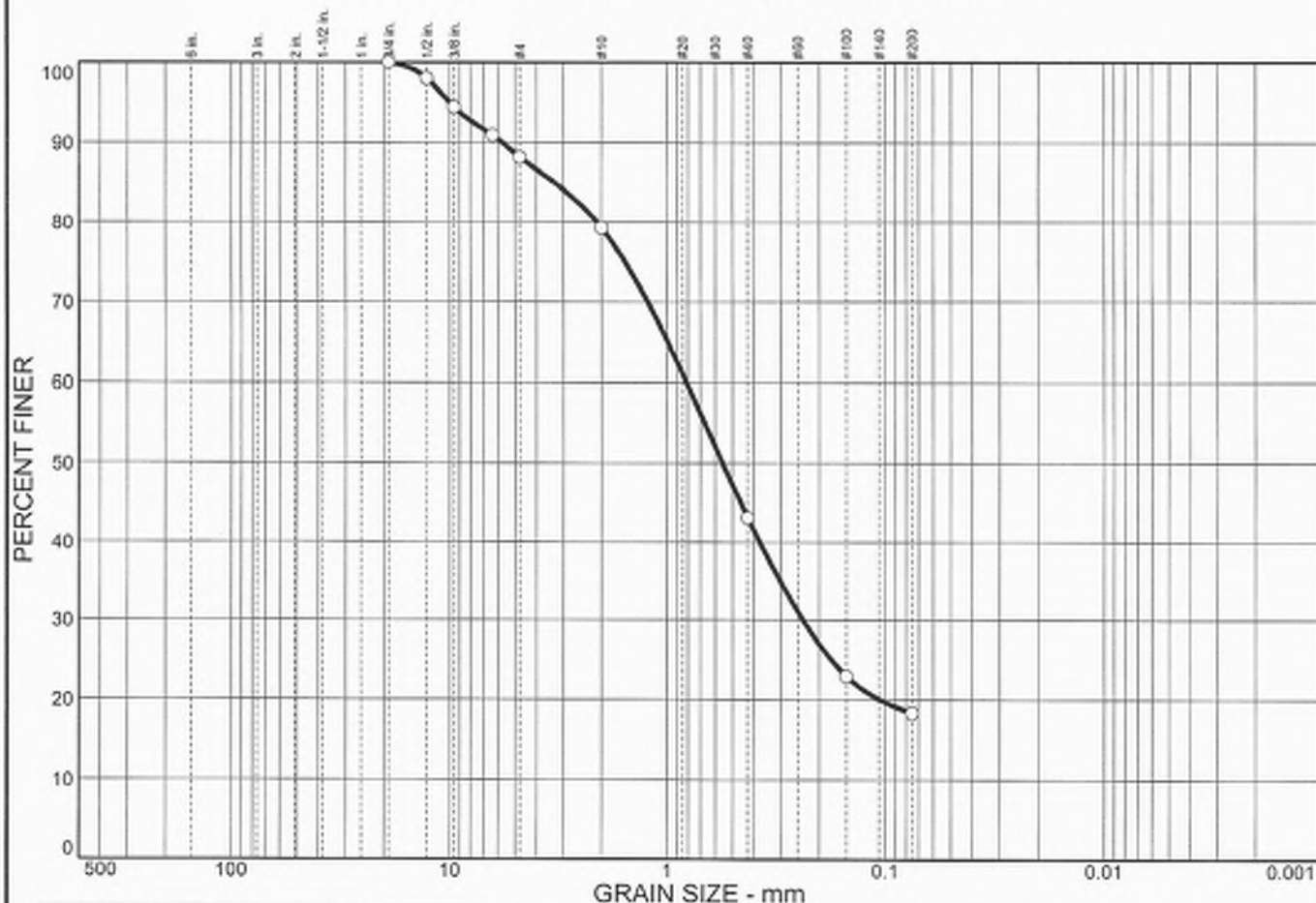
Report No.: LTR-1

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

Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	11.8	69.9	18.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.75 in.	100.0		
.5 in.	98.0		
.375 in.	94.4		
.25 in.	90.9		
#4	88.2		
#10	79.3		
#40	43.1		
#100	22.9		
#200	18.3		

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

* (no specification provided)

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

Source of Sample:

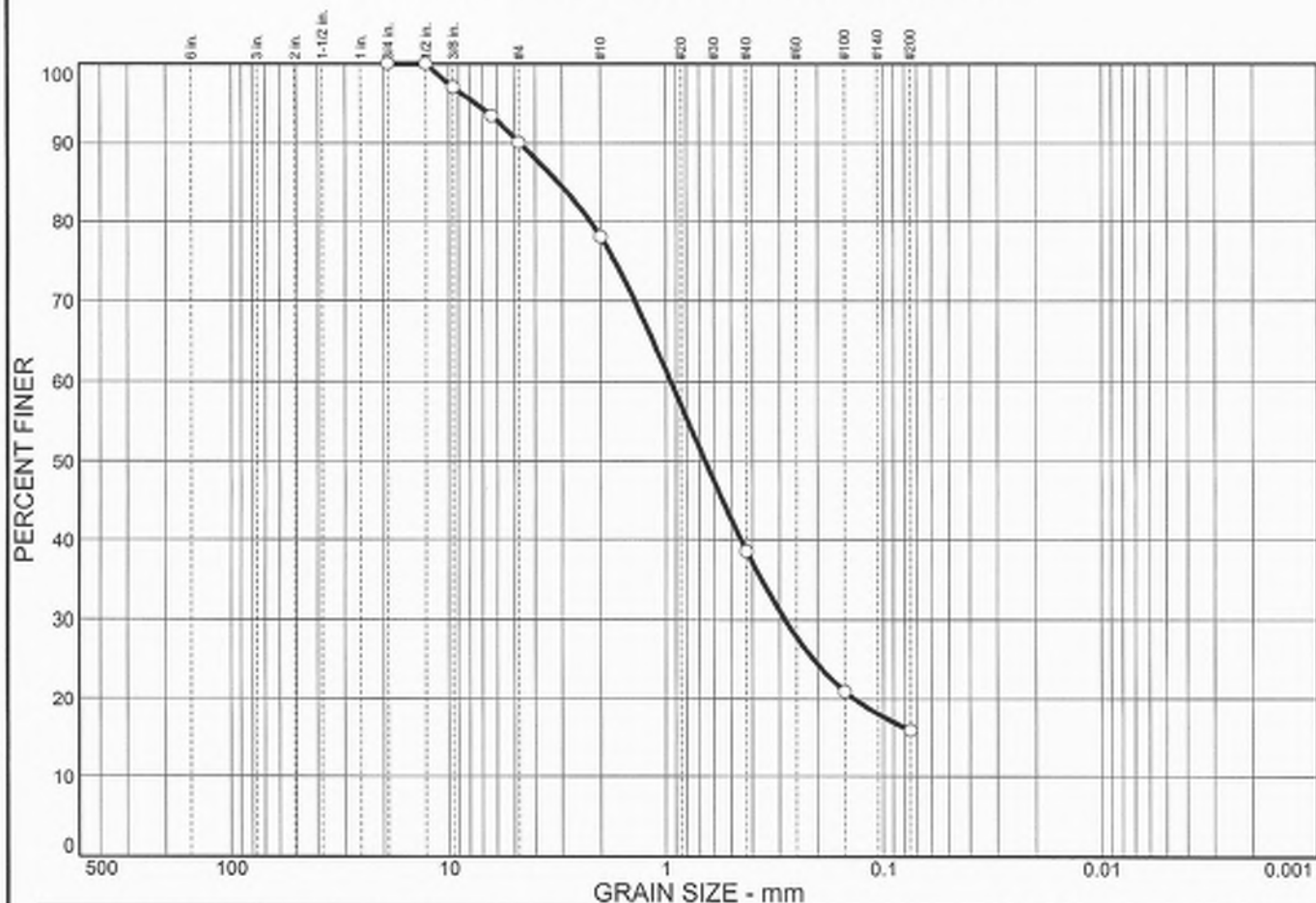
Date: 7/7/17
Elev./Depth: 1'-2'

SJB SERVICES, INC.

Client: GPI
Project: Shore Airport Road Rehabilitation
Ticonderoga, NY
Project No: AE-17-011

Plate 7-060

Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	10.0	74.1	15.9	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
.75 in.	100.0		
.5 in.	100.0		
.375 in.	97.0		
.25 in.	93.4		
#4	90.0		
#10	78.0		
#40	38.6		
#100	20.9		
#200	15.9		

Soil Description

Brown f-c SAND, little gravel, little silt

Atterberg Limits

PL= LL= PI=

Coefficients

D₈₅= 3.15 D₆₀= 0.948 D₅₀= 0.660
D₃₀= 0.283 D₁₅= D₁₀=
C_u=

Classification

USCS= AASHTO=

Remarks

* (no specification provided)

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

Source of Sample:

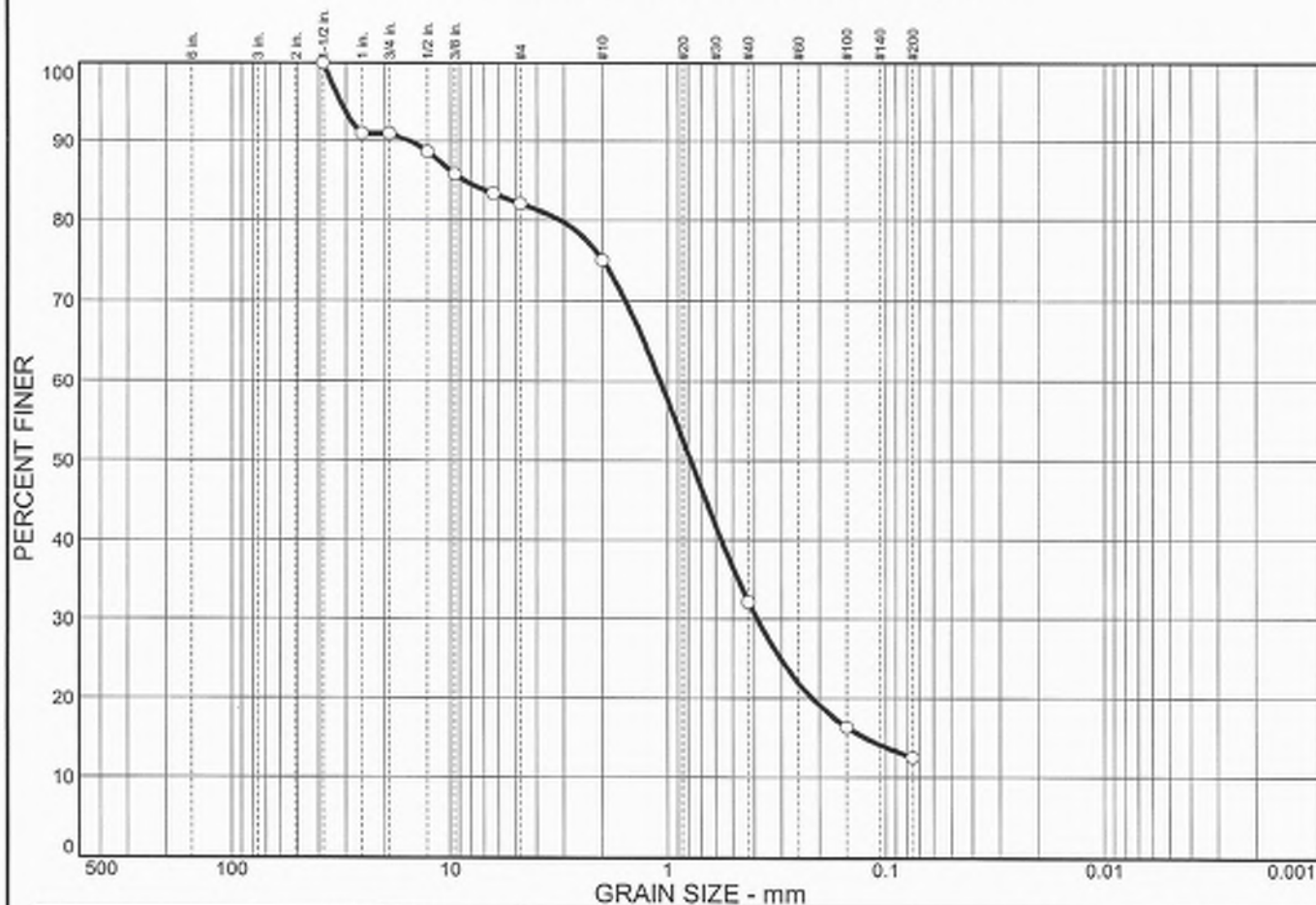
Date: 7/7/17
 Elev./Depth: 2'-4'

SJB SERVICES, INC.

Client: GPI
 Project: Shore Airport Road Rehabilitation
 Ticonderoga, NY
 Project No: AE-17-011

Plate 7-061

Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	18.0	69.5	12.5	12.5

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

Soil Description

Brown f-c SAND, little gravel, little silt

Atterberg Limits

PL= LL= PI=

Coefficients

D₈₅= 8.73 D₆₀= 1.08 D₅₀= 0.783
D₃₀= 0.387 D₁₅= 0.125 D₁₀=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

* (no specification provided)

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

Source of Sample:

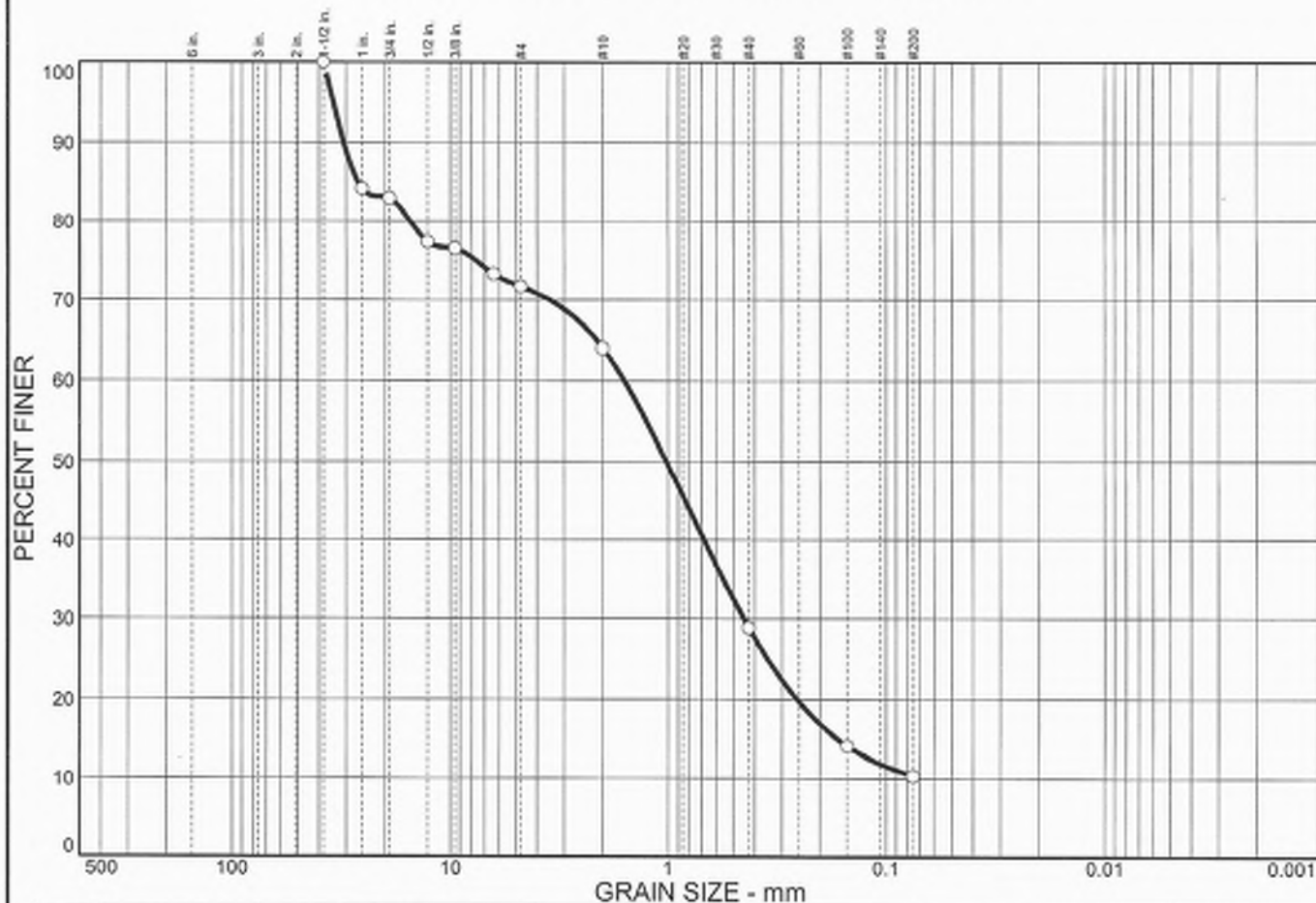
Date: 7/7/17
 Elev./Depth: 0.5'-2'

SJB SERVICES, INC.

Client: GPI
 Project: Shore Airport Road Rehabilitation
 Ticonderoga, NY
 Project No: AE-17-011

Plate 7-062

Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	28.3	61.4	10.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1.5 in.	100.0		
1 in.	84.1		
.75 in.	82.9		
.5 in.	77.3		
.375 in.	76.5		
.25 in.	73.3		
#4	71.7		
#10	64.1		
#40	28.9		
#100	14.1		
#200	10.3		

* (no specification provided)

Soil Description

Brown f-c SAND, some Gravel, little silt

Atterberg Limits

PL= LL= PI=

Coefficients

D₈₅= 26.6 D₆₀= 1.59 D₅₀= 1.02
D₃₀= 0.448 D₁₅= 0.167 D₁₀=
C_u= C_c=

Classification

USCS= AASHTO=

Remarks

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

Source of Sample:

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

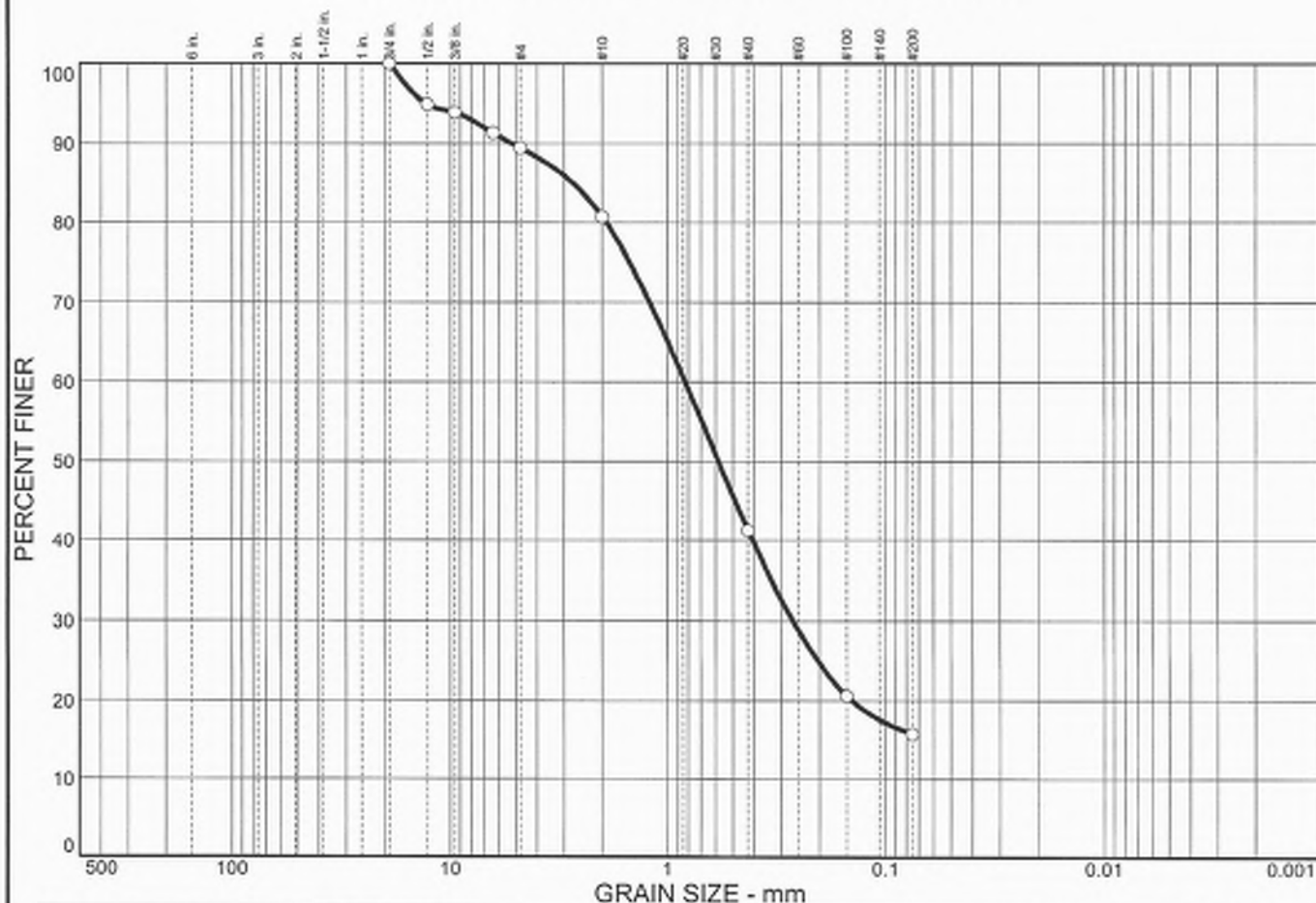
SJB

SERVICES, INC.

Client: GPI
Project: Shore Airport Road Rehabilitation
Ticonderoga, NY
Project No: AE-17-011

Plate 7-063

Particle Size Distribution Report



% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY
0.0	10.6	73.7	15.7	

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

Soil Description

Brown f-c SAND, little gravel, little silt

Atterberg Limits

PL= LL= PI=

Coefficients

D₈₅= 2.75 D₆₀= 0.830 D₅₀= 0.583
 D₃₀= 0.265 C_u= D₁₀=

Classification

USCS= AASHTO=

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 7-064

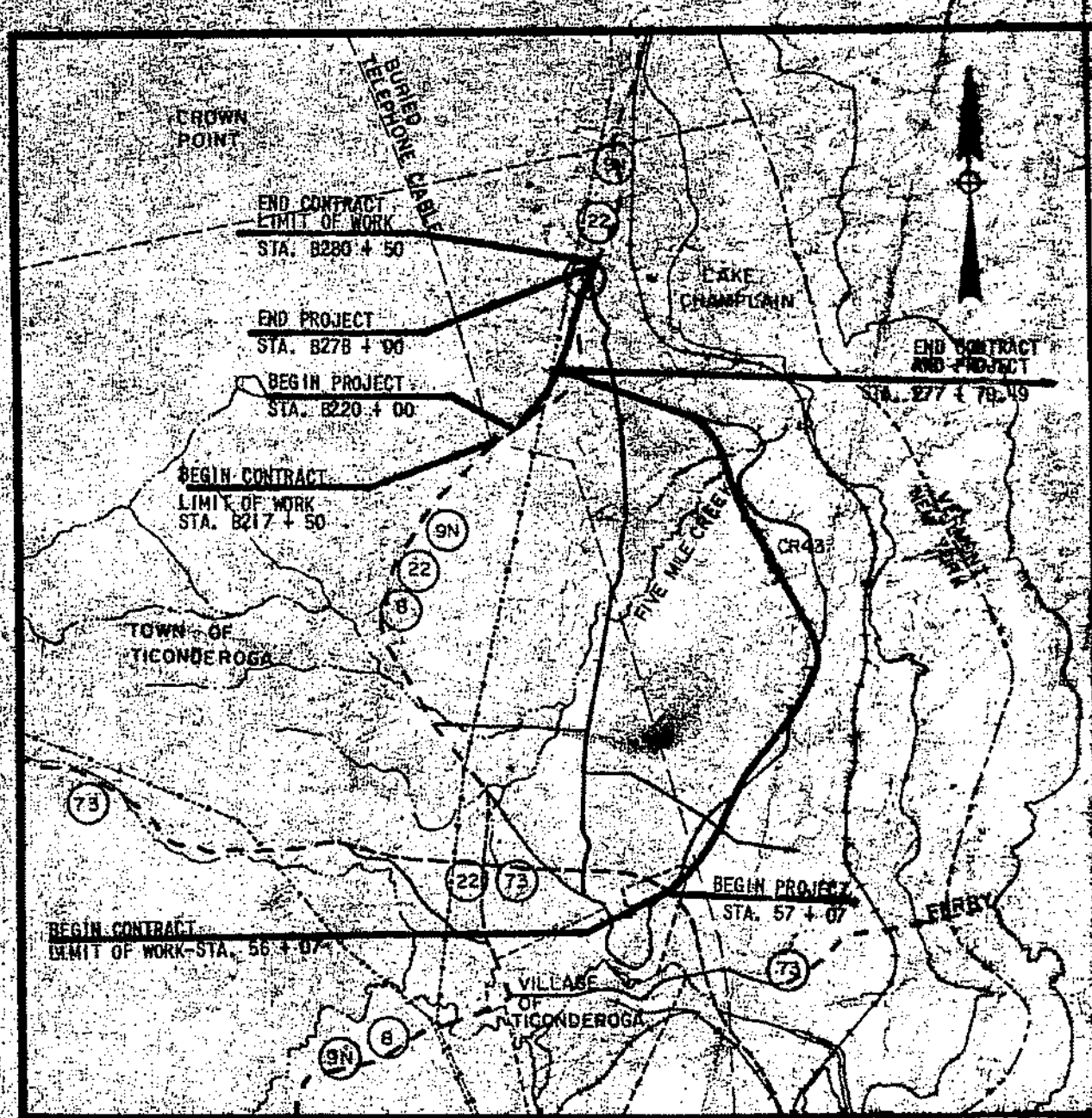
ATTACHMENT D

Summary of Pavement Core Findings

Summary of Pavement Core Findings
 Shore Airport Road – County Route 43
 Ticonderoga, New York
 June, 2017

Location	Total Asphalt Thickness	Top ¹	Binder ¹	Base ¹	Subbase		Comments
					Type	Thickness	
A-1	10¾"	1"	2"	7¾"	Sand & Gravel	See note 2	Core removed in one piece - all layers tightly bound together
A-2	2"	2"	-	-	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	1¼"	1¼"	-	-	Gravelly Sand	See note 2	Core removed in one piece
C-1	7½"	2½"	1¾"	3¼"	Sand & Gravel	See note 2	Core removed in one piece - all layers tightly bound together
C-2	2¼"	2¼"	-	-	Sand & Gravel	See note 2	Core removed in one piece
D-1	12"	2¼"	2"	7¾"	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	12¼"	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 ¾", binder roughly ¾", base roughly 1½").
 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 REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
	N.Y.			
TICONDEROGA VILLAGE PT. 2, F.A.S.N. 50-7				
SHORE ROAD C.R. 43				
TICONDEROGA-CROWN POINT PART 1, S.N. 891				
ESSEX COUNTY				

T1-43.01M

SCALE 0 1/2 1 MILES

LOCATION PLAN

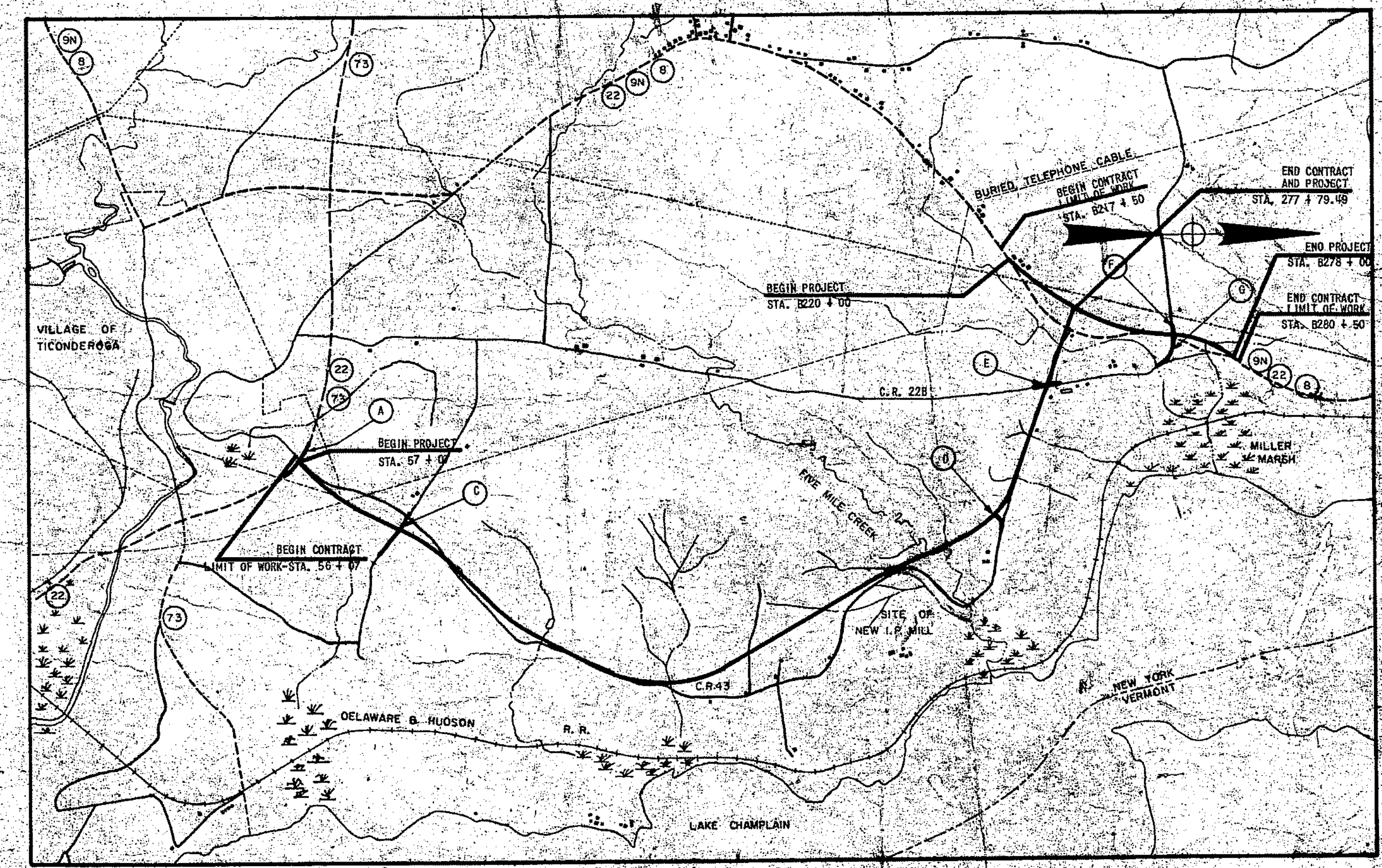
- LEGEND
- STATE ROADS
 - COUNTY ROADS
 - TOWN ROADS
 - NEW CONSTRUCTION

APPROXIMATE LOCATION:
 THE PROJECT BEGINS AT THE INTERSECTION OF ROGERS STREET AND N.Y. ROUTE 78 AND 22 IN THE VILLAGE OF TICONDEROGA, NEW YORK AND RUNS IN A NORTH-EASTERLY AND NORTHWESTERLY DIRECTION FOR A DISTANCE OF 4.18 MILES. THE PROJECT ENDS NEAR THE INTERSECTION OF N.Y. ROUTE 9N, 22, 8 AND ESSEX COUNTY ROAD 43 IN THE TOWN OF TICONDEROGA. ALL CONSTRUCTION IS EITHER IN THE VILLAGE OF TICONDEROGA OR THE TOWN OF TICONDEROGA, ESSEX COUNTY.

MAINTENANCE AND PROTECTION OF TRAFFIC:
 MAINTENANCE AND PROTECTION OF TRAFFIC SHALL BE COMPLIED WITH THROUGHOUT THE LENGTH AND DURATION OF THE CONTRACT UNDER THE PROVISIONS OF ITEM 76, EXCEPT THAT NO MAINTENANCE OF TRAFFIC WILL BE REQUIRED WHERE C.R. 43 IS ON NEW LOCATION. TRAFFIC WILL BE MAINTAINED AT ALL CROSS ROADS WHEN MOVING MATERIAL OR EQUIPMENT ACROSS INTERSECTING PAVEMENTS. THE CONTRACTOR WILL BE REQUIRED TO KEEP INTERSECTING PAVEMENTS CLEAN AND MAINTAIN TRAFFIC AS DIRECTED BY THE ENGINEER.

DESIGN TRAFFIC DATA

	C.R. 43	S.H. 891
DESIGN CLASSIFICATION	R 7	R 5
MAXIMUM GRADE	8%	5%
MAXIMUM CURVE	8°-00'	5°-00'
MINIMUM S.S.O.	350'	475'
PAVEMENT WIDTH	24'	24'
1988 TRAFFIC	D.H. 194	D.H. 194
	A.A.O.T. 1678	A.A.O.T. 1678



SCALE 0 1/2 1 MILE

- LEGEND
- STATE ROADS
 - COUNTY ROADS
 - TOWN ROADS
 - NEW CONSTRUCTION
 - INTERSECTING ROAD CONSTRUCTION

Ben Conner - 793-3875
all of Calif June 12
Del Edwards 457-7120

APPROVED FOR ESSEX COUNTY
 BY _____
 SUPERINTENDENT OF HIGHWAYS
 DATED: _____

REVIEWED: _____ DATED: _____

IN CHARGE OF: CONNER
 DESIGNED BY: GERO
 TRACED BY: ROTTER

RECOMMENDED FOR APPROVAL BY: _____
 ASSOCIATE CIVIL ENGINEER (DESIGN)
 DATED: _____

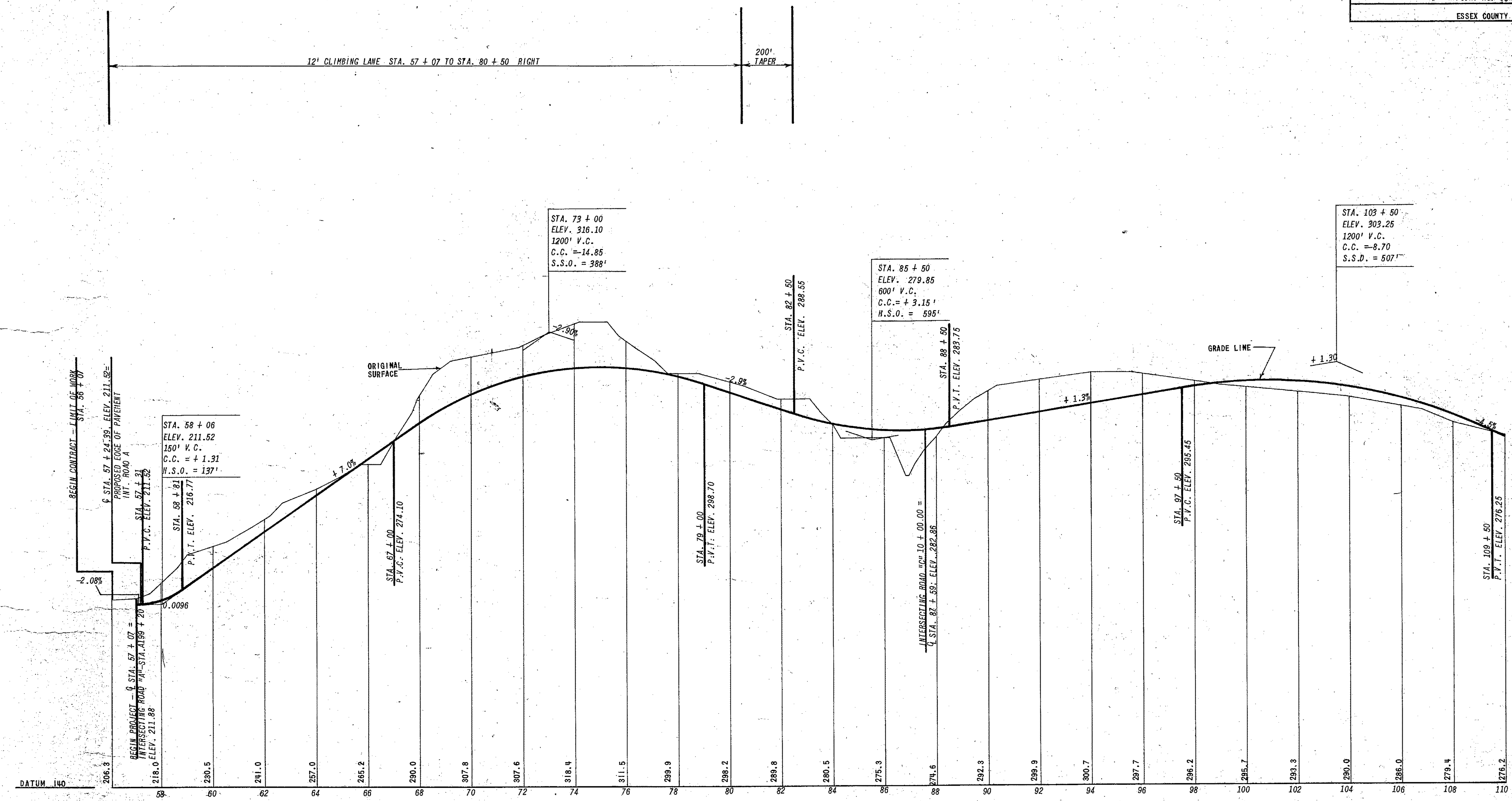
APPROVED BY: _____
 ASSOCIATE CIVIL ENGINEER (CONSTRUCTION)
 DATED: _____

APPROVED BY: _____
 ASSISTANT DISTRICT ENGINEER
 DATED: _____

PREPARED PURSUANT TO THE HIGHWAY LAW AND RECOMMENDED BY: _____
 DISTRICT ENGINEER, DISTRICT NO. 1
 DATED: _____

PREPARED & RECOMMENDED BY:
RIST FROST ASSOCIATES
 CONSULTING ENGINEERS
 GLENS FALLS, N.Y.
 PARTNER IN CHARGE: _____
 DATE: _____

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

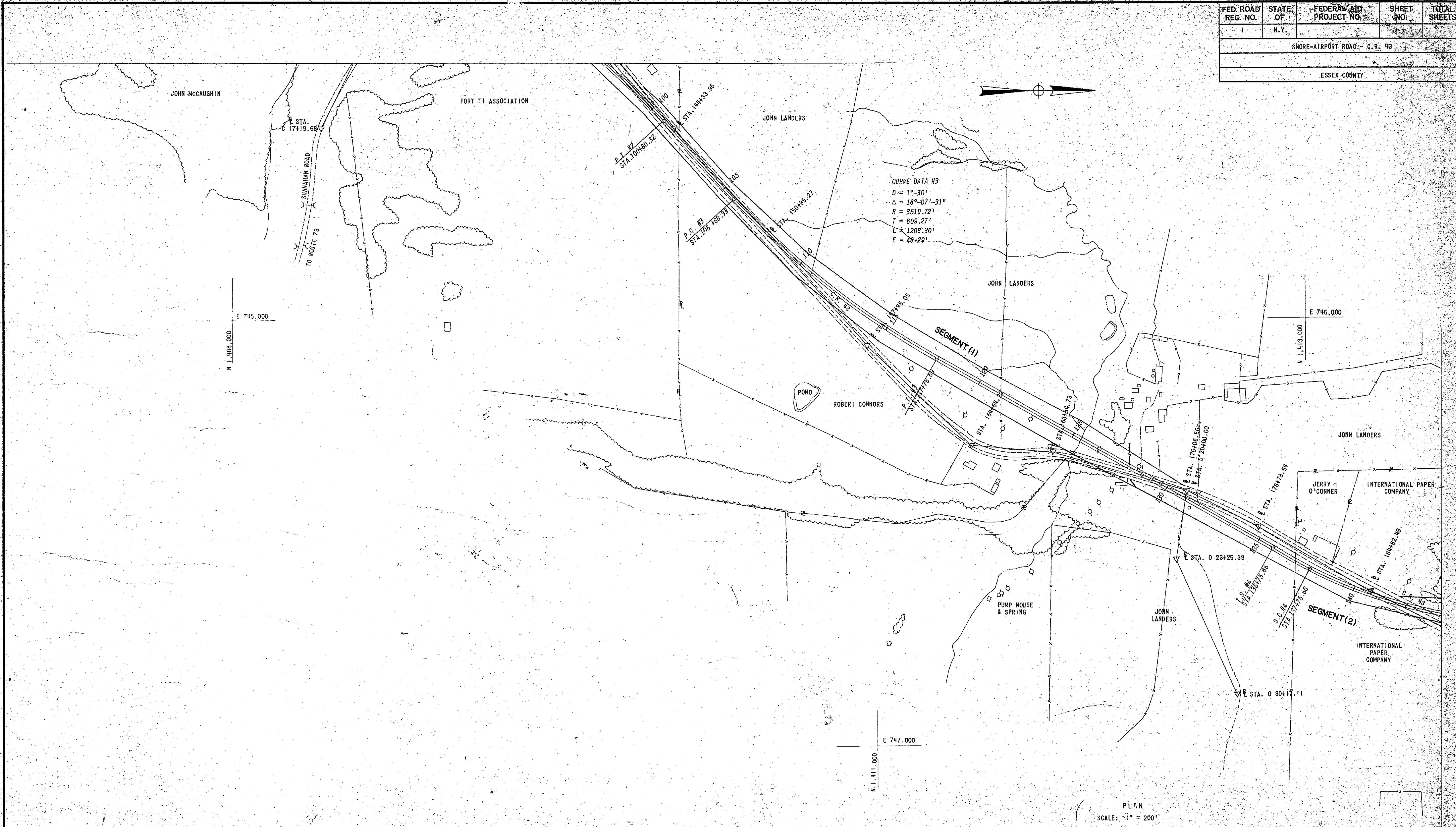


Q PROFILE
HORIZ.: 1" = 200'
SCALE: VERT.: 1" = 20'

IN CHARGE OF CONNER
DESIGNED BY CONNER
TRACED BY QUOLEY

200 SCALE PROFILE STA. 57+07 TO 110+00
PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N.Y.
N.Y.S. P.E.
PARTNER-IN-CHARGE LIC. NO. 29869 DATE

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

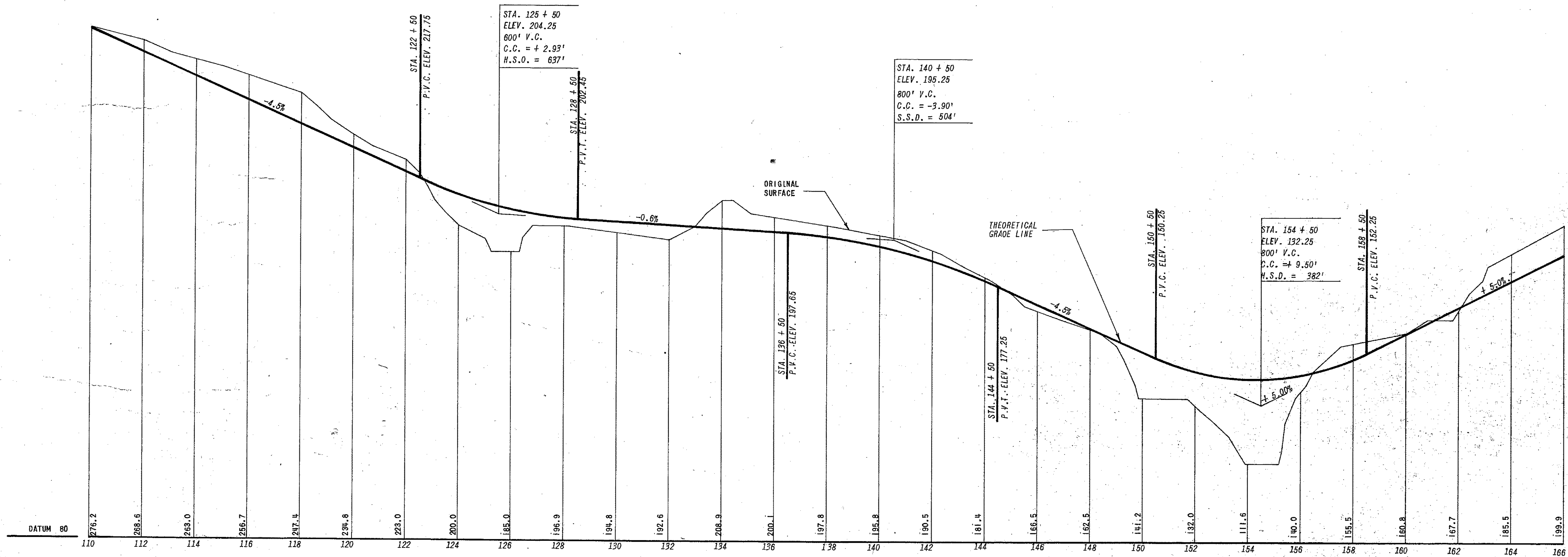


IN CHARGE OF COHNER
 DESIGNED BY COHNER
 TRACED BY RYAN

PLAN
 SCALE: 1" = 200'

200 SCALE PLAN STA. 97 + 30 TO STA. 144 + 30
 PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 N.Y.S. P.E. I.S.
 PARTNER-IN-CHARGE L.I.C. NO. 29869 DATE

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

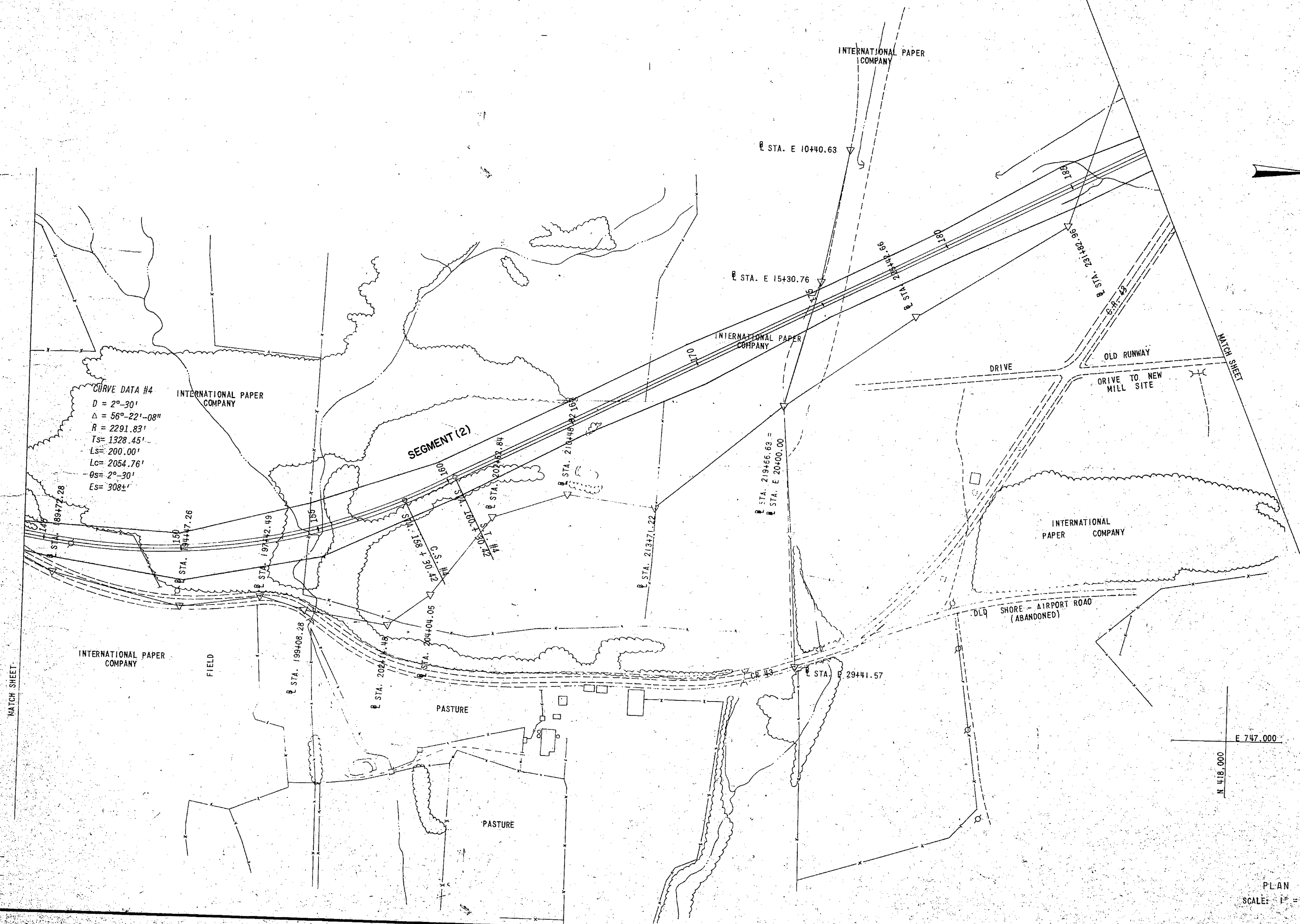
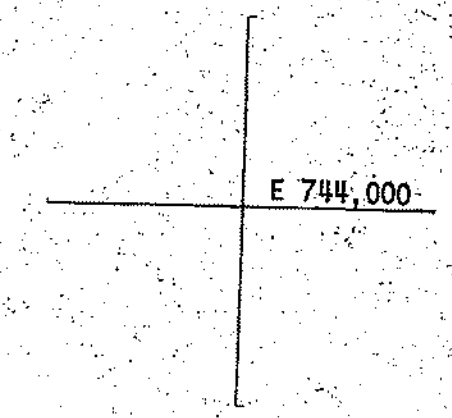
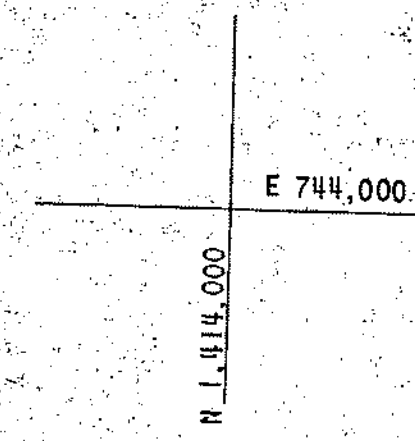


Q PROFILE
 HORIZ.: 1" = 200'
 SCALE: VERT.: 1" = 20'

IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

200 SCALE PROFILE STA. 110 + 00 TO STA. 166 + 00
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 25869 DATE

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

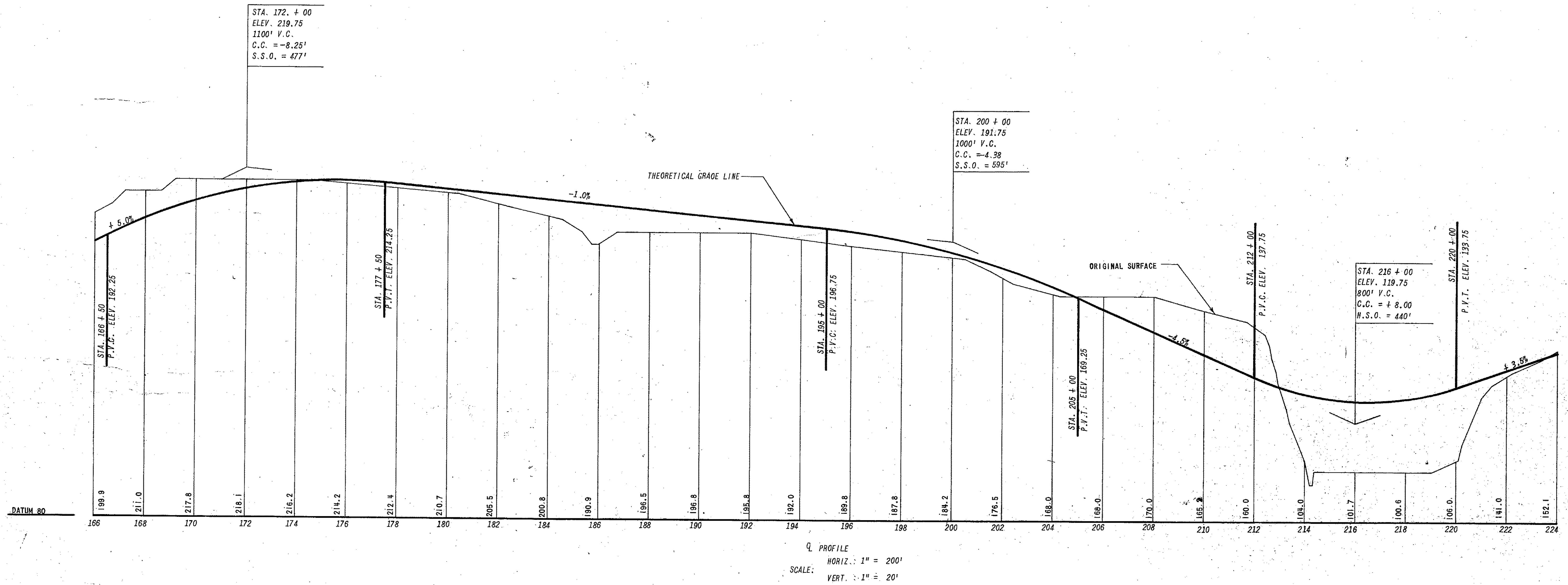


IN CHARGE OF COHNER
DESIGNED BY COHNER
TRACED BY RYAN

PLAN
SCALE: 1" = 200'

200 SCALE PLAN - STA. 100 + 30 TO STA. 187 + 90
PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
CONSULTING ENGINEERS
GLENS FALLS, N.Y.
N.Y.S. P.E.
PARTNER-IN-CHARGE LIC. NO. 29869

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



IN CHARGE OF CONNER
DESIGNED BY RYAN
TRACED BY COCHRAN

200 SCALE PROFILE STA. 166 + 00 TO STA. 224 + 00
PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N. Y.
N. Y. S. P. E.
PARTNER-IN-CHARGE LIC. NO. 29869 DATE

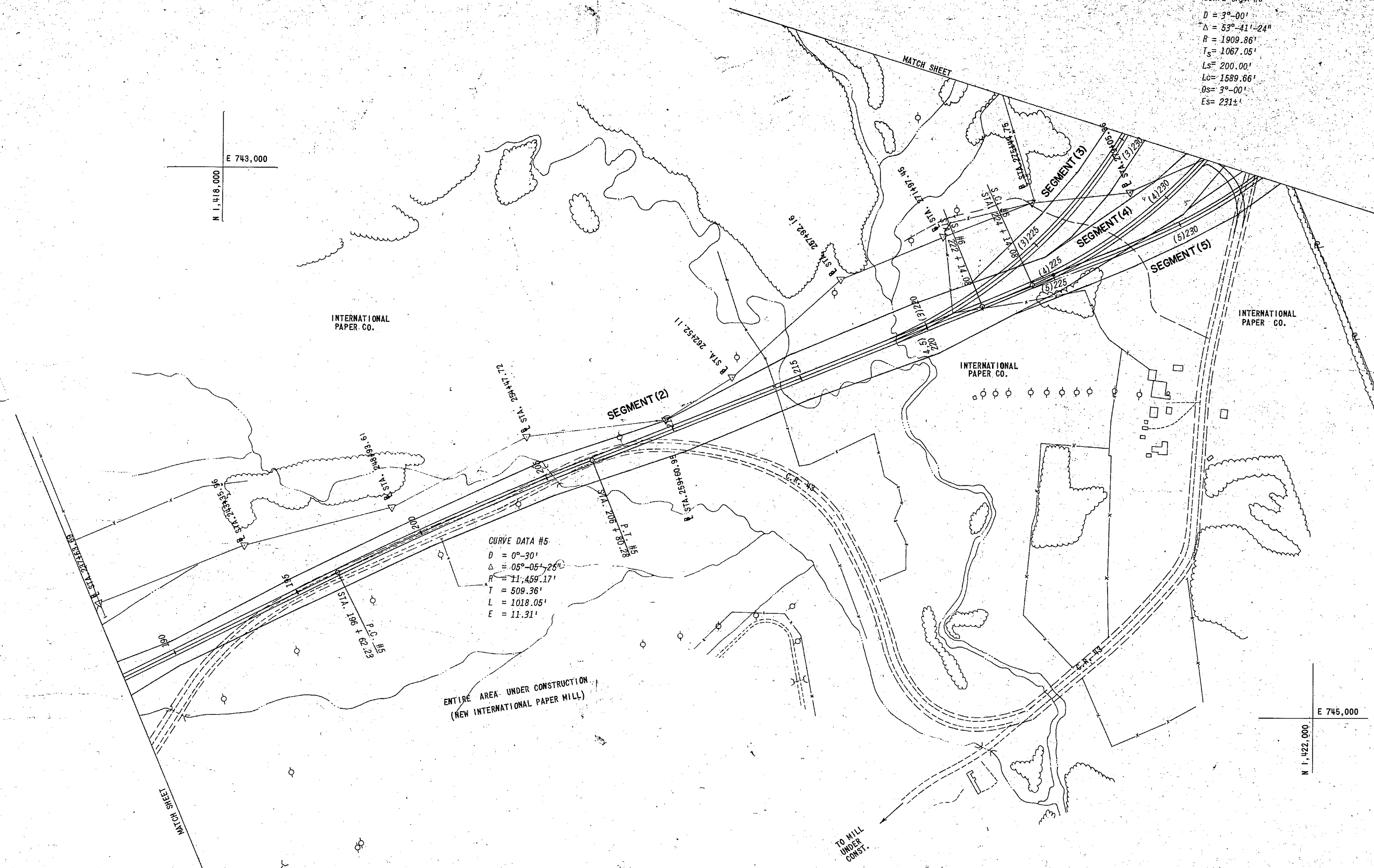
FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
	N.Y.			
SHORE - AIRPORT ROAD				
C.R. NO. 48				
ESSEX COUNTY				

CURVE DATA #6
 D = 3°-00'
 Δ = 53°-41'-24"
 R = 1909.86'
 T_S = 1067.05'
 L_S = 200.00'
 L_o = 1589.66'
 O_S = 3°-00'
 E_S = 231±'

N 1,418,000
 E 743,000



CLAYMORE FARMS, INC.



CURVE DATA #5
 D = 0°-30'
 Δ = 05°-06'-26"
 R = 11,459.17'
 T = 509.36'
 L = 1018.05'
 E = 11.31'

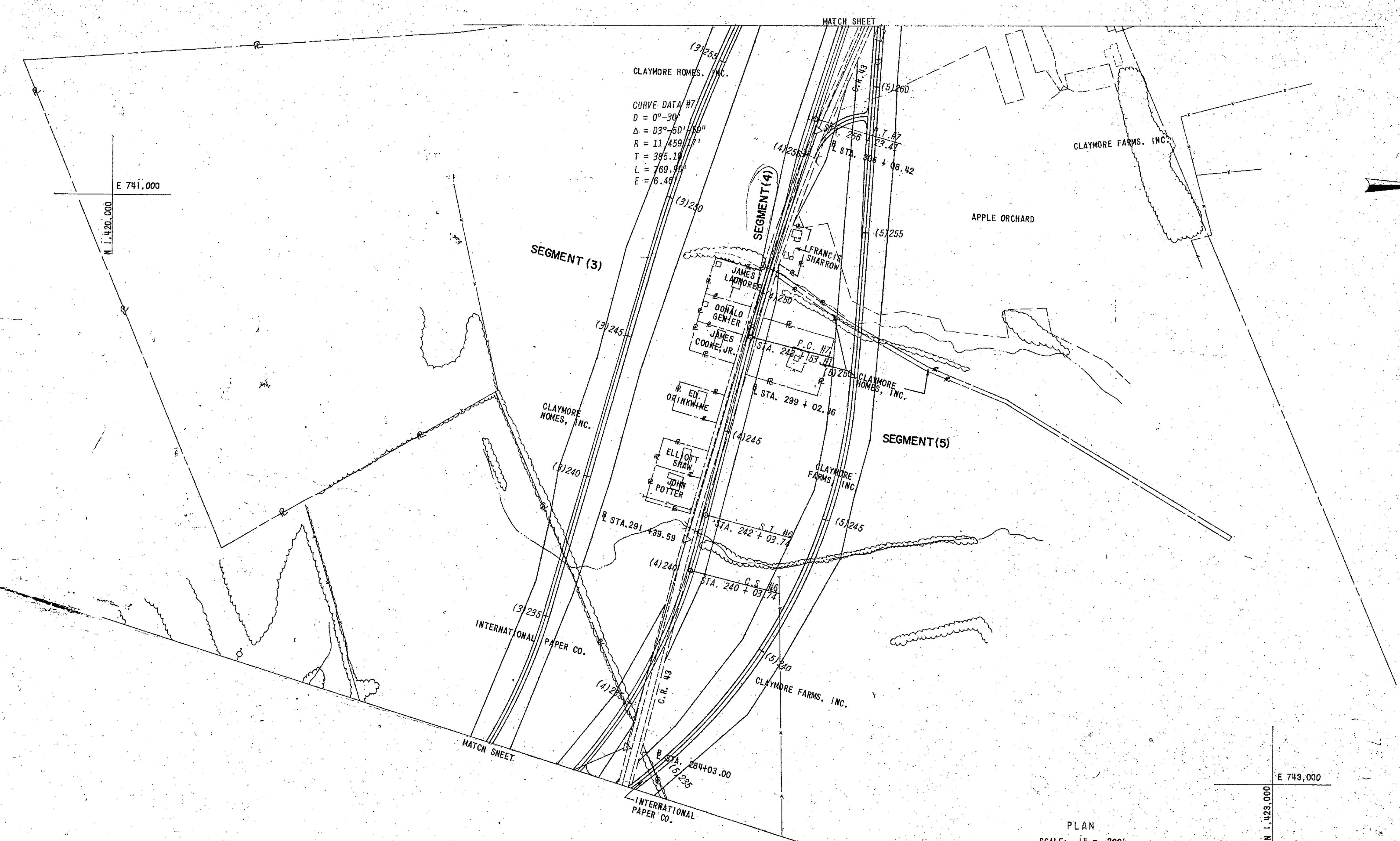
ENTIRE AREA UNDER CONSTRUCTION
 (NEW INTERNATIONAL PAPER MILL)

N 1,422,000
 E 745,000

IN CHARGE OF CONNER
 DESIGNED BY CONNER
 TRACED BY POTTER

200 SCALE PLAN: STA. 187 + 90 TO STA. 232 + 00
 PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
 CONSULTING ENGINEERS
 GLENS FALLS, N.Y.
 PARTNER-IN-CHARGE L.T.C. NO. 29869 DATE

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

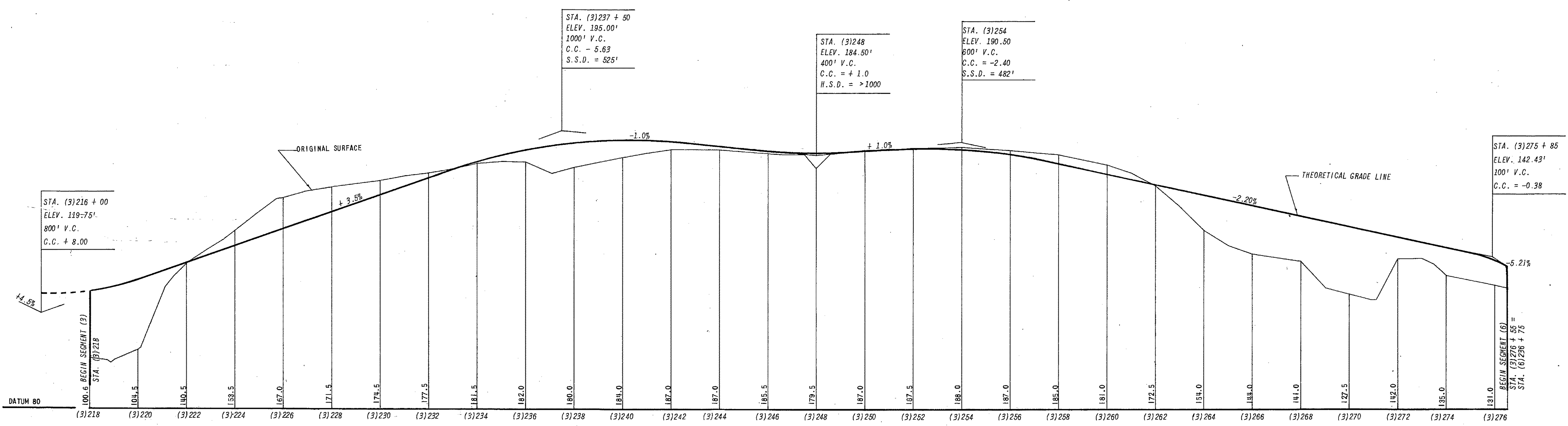


PLAN
 SCALE: 1" = 200'

IN CHARGE OF CONNER
 DESIGNED BY CONNER
 TRACED BY PÖTTER

200 SCALE PLAN: STA. 232 + 00 TO STA. 259 + 60
 PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE L.I.C. NO. 29869 DATE

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



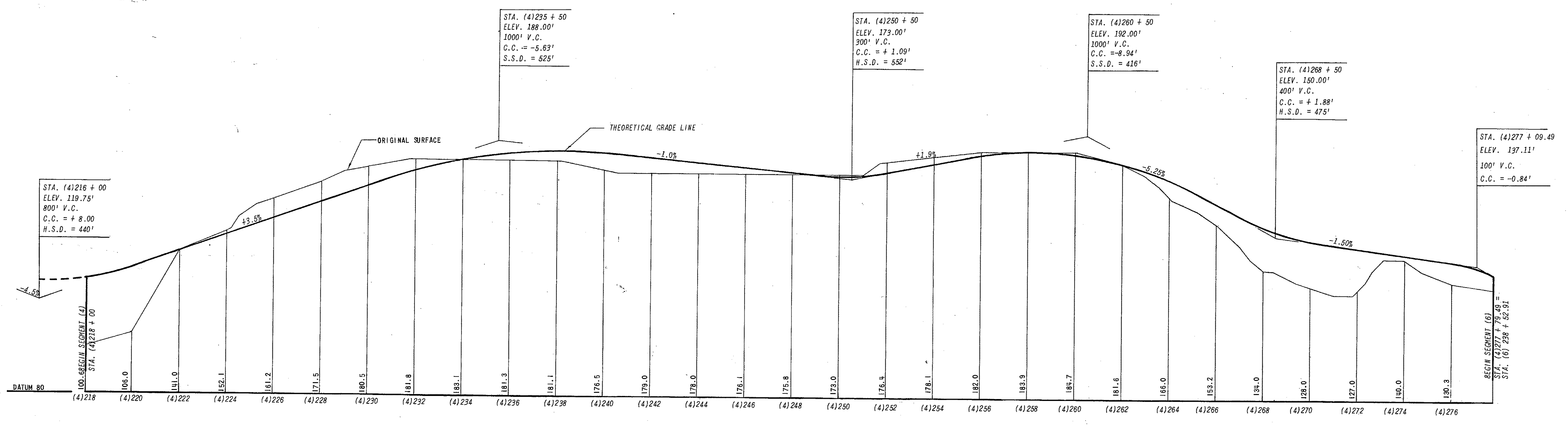
PROFILE
 SCALE: HORIZ. 1" = 200'
 VERT. 1" = 20'

IN CHARGE OF CONNOR
 DESIGNED BY RYAN
 TRACED BY BAILLEY

PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 29869
 GLENS FALLS, N. Y.
 DATE _____



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

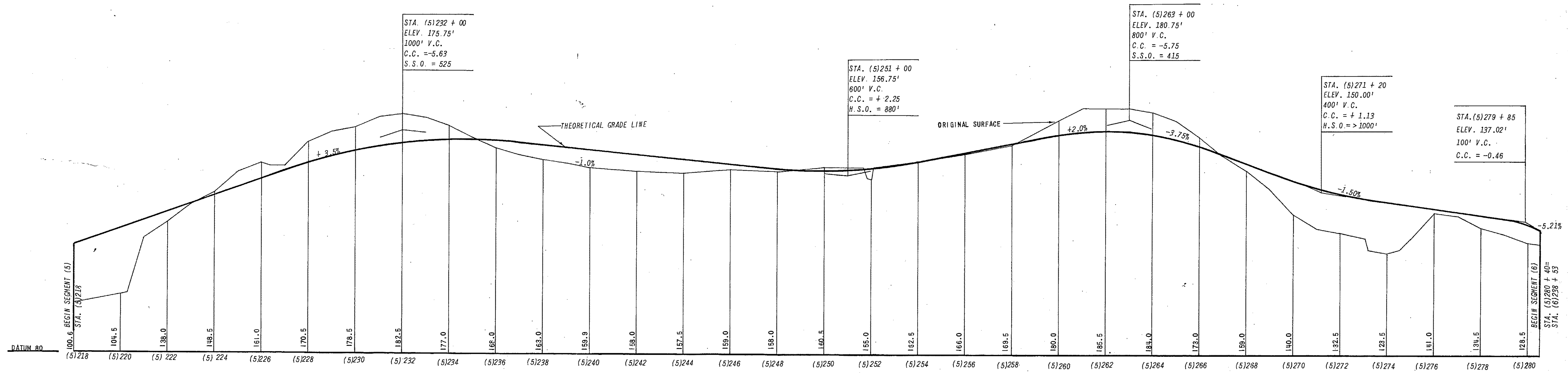


PROFILE
 SCALE: HORIZ. 1" = 200'
 VERT. 1" = 20'

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

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

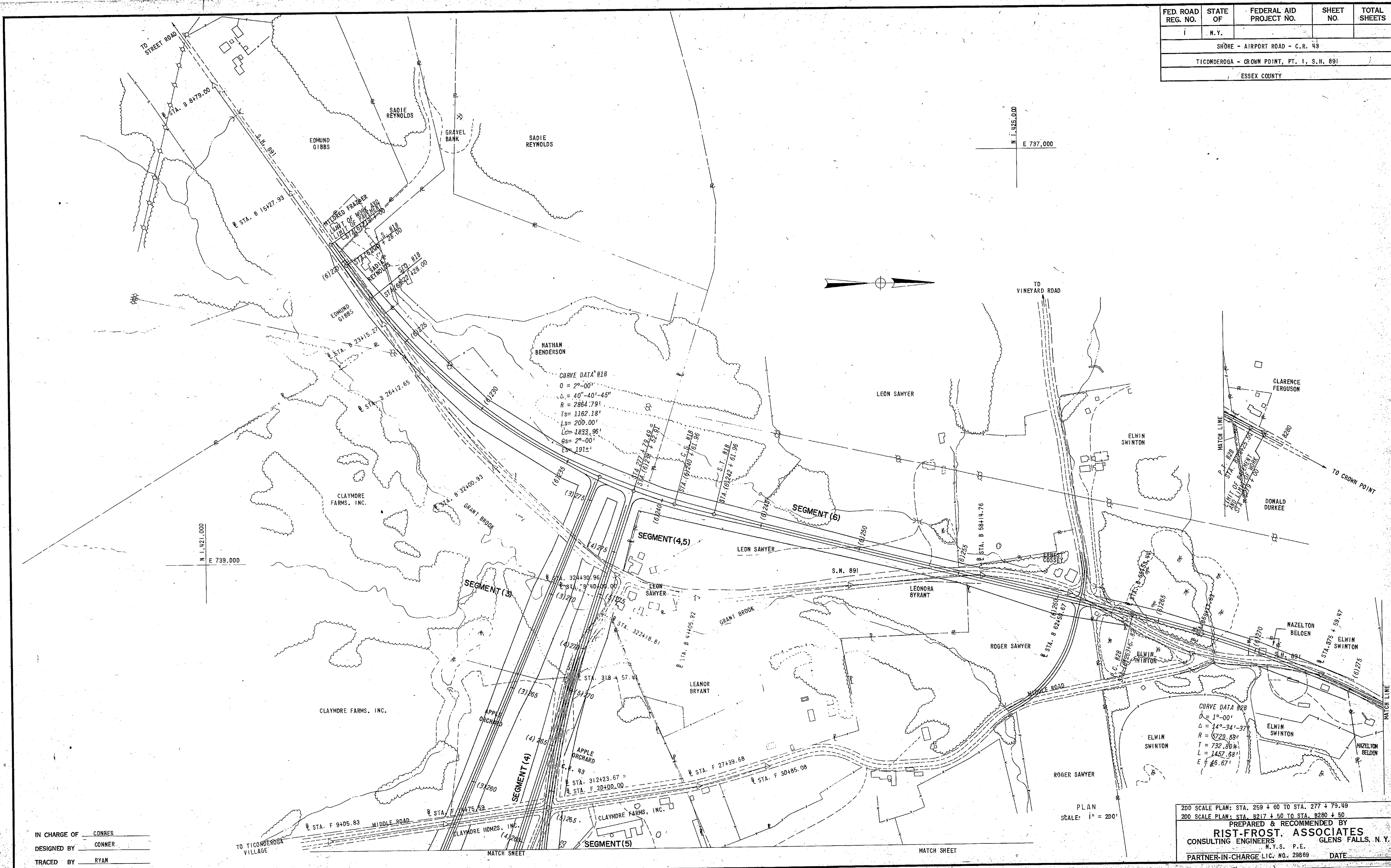


PROFILE
SCALE: HORIZ. 1" = 200'
VERT. 1" = 20'

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

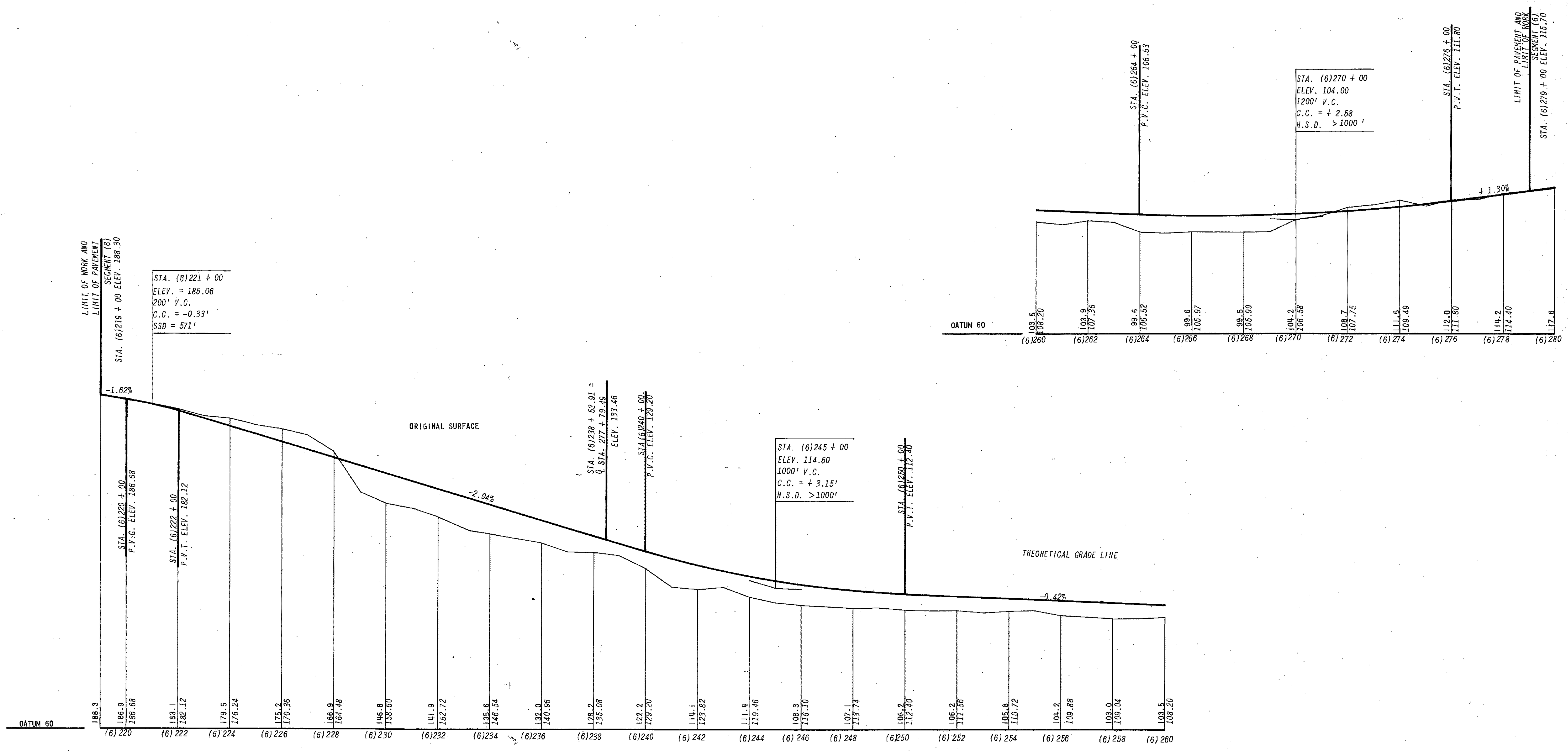
FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.			
SHORE - AIRPORT ROAD - C.R. 43				
TICONDEROGA - CROWN POINT, PT. 1, S.H. 891				
ESSEX COUNTY				



IN CHARGE OF CONNOR
DESIGNED BY CONNOR
TRACED BY RYAN

200 SCALE PLAN: STA. 259 + 60 TO STA. 277 + 79.49
200 SCALE PLAN: STA. 8217 + 50 TO STA. 8280 + 50
PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS
N.Y.S. P.E. GLENS FALLS, N.Y.
PARTNER-IN-CHARGE L.I.C. NO. 29869 DATE

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

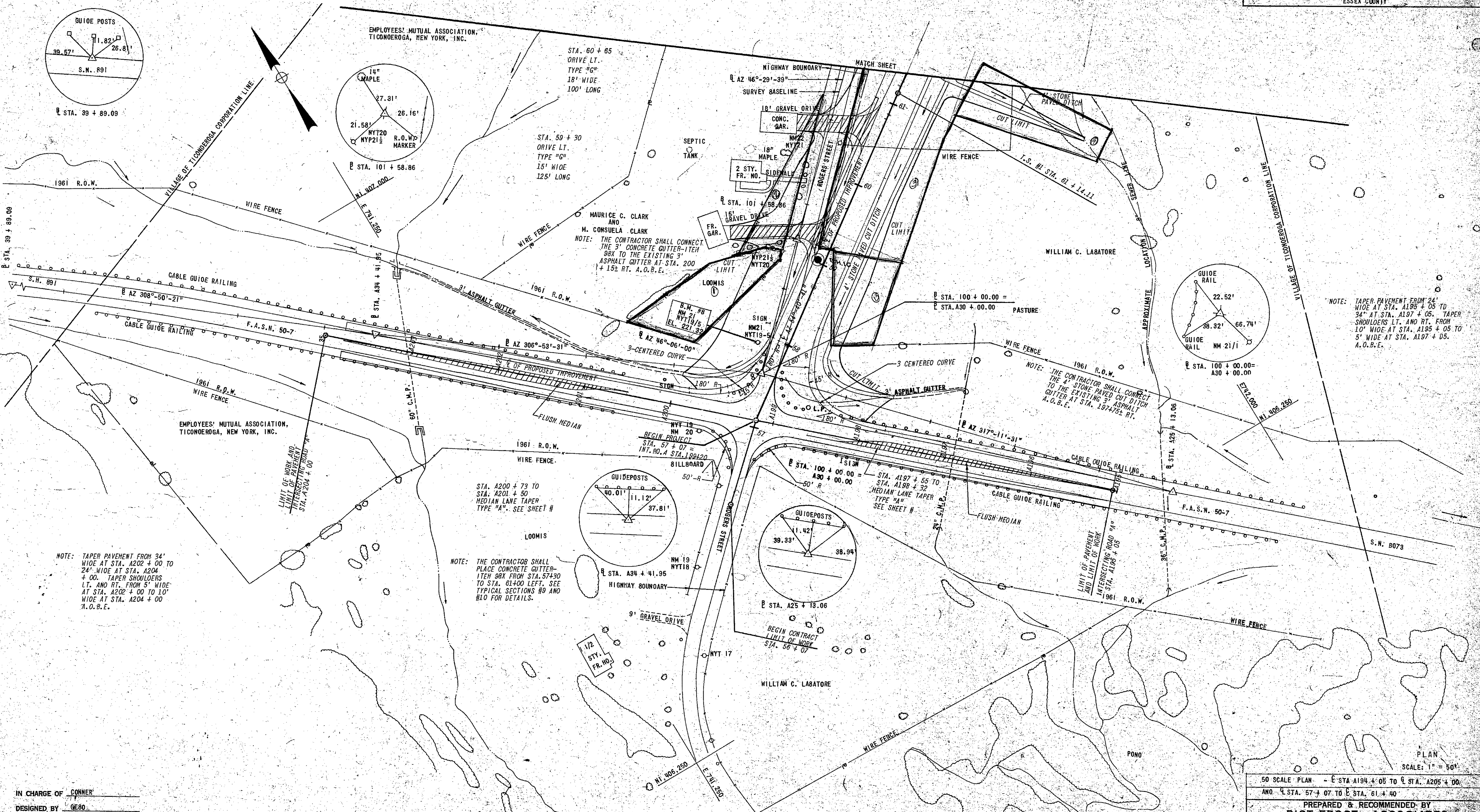
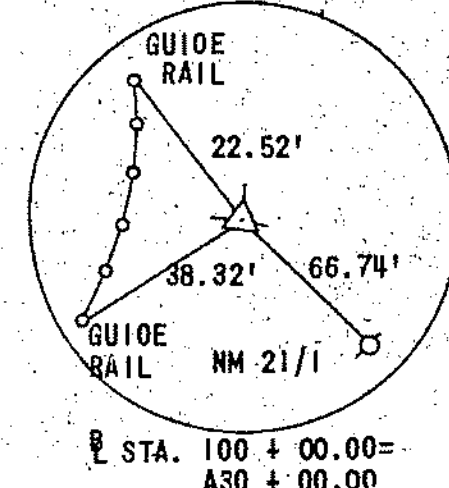
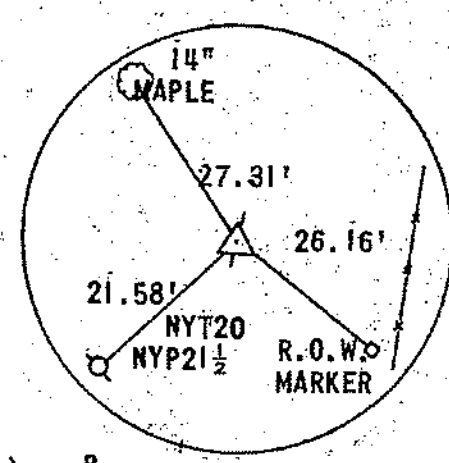
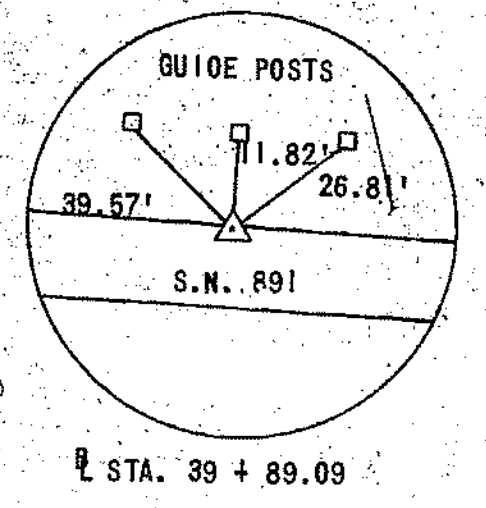


PROFILE
 SCALE: HORIZ.: 1" = 200'
 VERT.: 1" = 20'

IN CHARGE OF CONNER
 DESIGNED BY CONNER
 TRACED BY BAILEY

PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N. Y.
 P. E. L. S.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

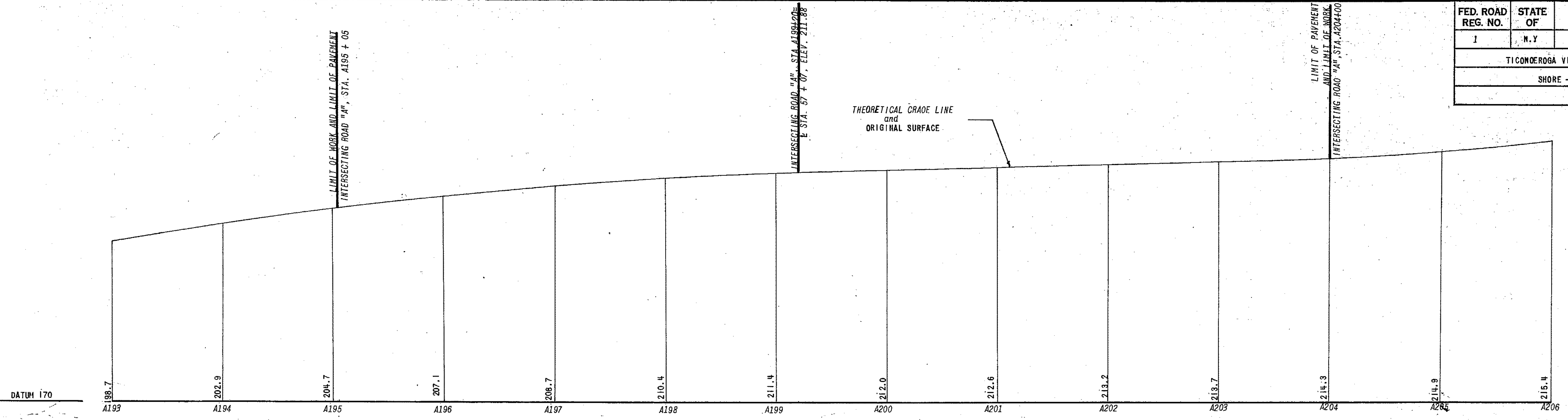
FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
	N.Y.		20	
TICONDEROGA VILLAGE PT. 2 F.A.S.N. 50-7				
SHORE - AIRPORT ROAD C.R. 43				
ESSEX COUNTY				



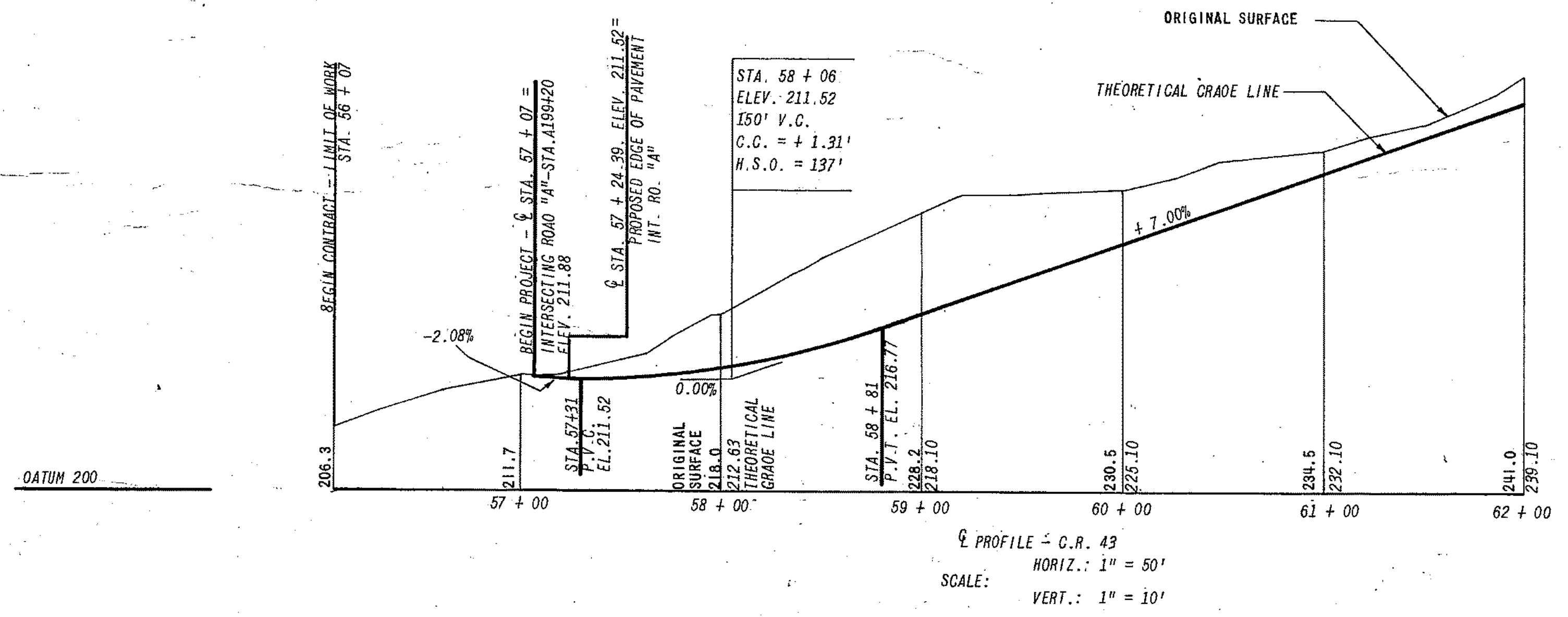
IN CHARGE OF CONNER
DESIGNED BY GEB0
TRACED BY POTTER

50 SCALE PLAN - STA. A194 + 05 TO STA. A205 + 00
AND STA. 57 + 07 TO STA. 61 + 40
PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N.Y.
P.E. L.S.
PARTNER-IN-CHARGE LIC. NO: 29669 DATE

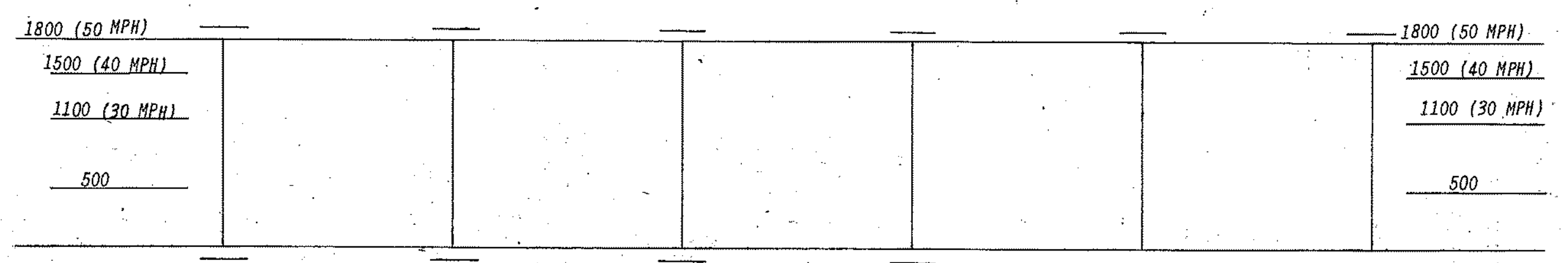
FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.			
TICONDEROGA VILLAGE PT. 2 F.A.S.H. 50-7				
SHORE - AIRPORT ROAD C.R. 43				
ESSEX COUNTY				



PROFILE
 INTERSECTING ROAD "A"
 F.A.S.H. 50-7
 HORIZ.: 1" = 50'
 VERT.: 1" = 10'



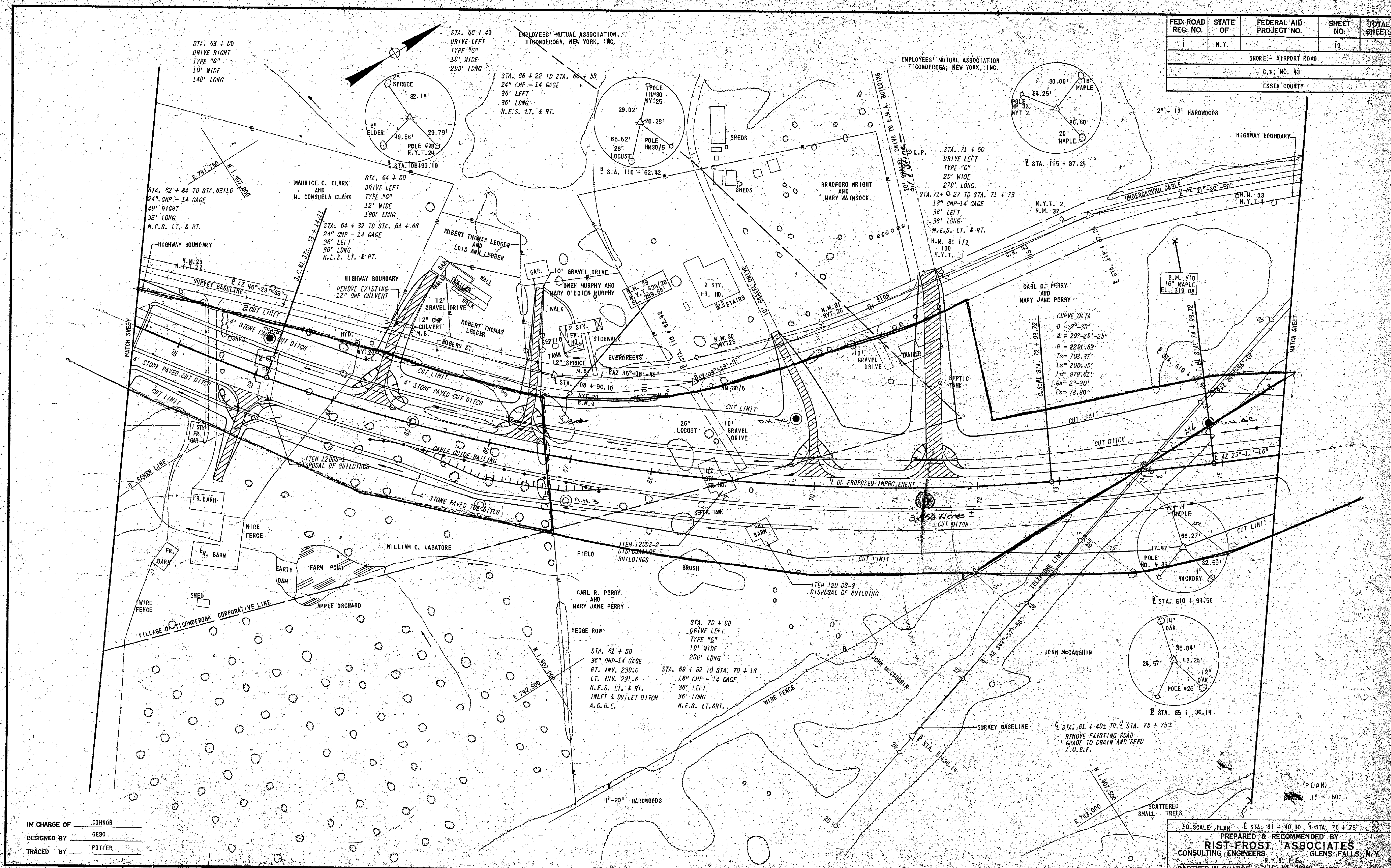
MINIMUM PASSING SIGHT DISTANCE GRAPH
 EXPLANATION: THE MINIMUM PASSING SIGHT DISTANCE FROM 0' TO 1800' ON THE VERTICAL CURVES AND PROFILE TANGENTS IS SHOWN NUMERICALLY BELOW THE LINE OF THE SIGHT GRAPH AND BY THE PLOTTED DASH LINE. THE MINIMUM SIGHT DISTANCE ON THE HORIZONTAL CURVES AND TANGENTS IS SHOWN NUMERICALLY ABOVE THE UPPER LINES OF THE GRAPH AND BY THE PLOTTED FULL LINE. VERTICAL CURVE SIGHT DISTANCES AND HORIZONTAL OR ALIGNMENT SIGHT DISTANCES ARE COMPUTED, NOTED AND PLOTTED, EACH INDEPENDENT OF THE OTHER. THE GRAPH AT ONCE SHOWS WHETHER PROFILE OR ALIGNMENT IS RESPONSIBLE FOR THE MINIMUM SIGHT DISTANCE SHOWN FOR ANY PARTICULAR STATION. THE ARROWS SHOW THE DIRECTION OF THE OBSERVER'S LINE OF SIGHT CORRESPONDING TO THE MINIMUM SIGHT DISTANCE SHOWN AT ANY PARTICULAR POINT. THE HEIGHT OF THE OBSERVER'S EYE IS ASSUMED AT 45" ABOVE GROUND AND OF THE OBJECT AT 54" ABOVE GROUND.



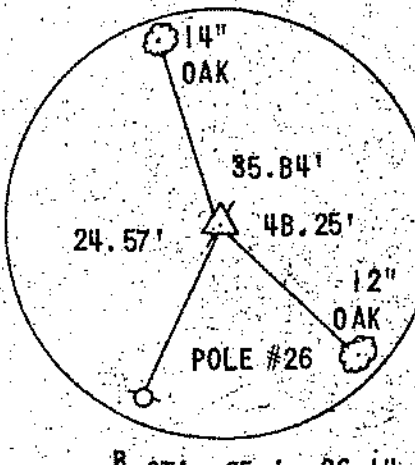
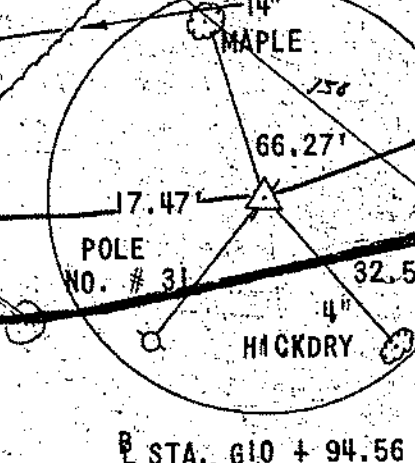
IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

50 SCALE PROFILE - STA. 57+07 TO STA. 62+00 AND INT. ROAD
 "A" STA. 193+00 TO STA. 206+00
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
	N.Y.		19	
SNORE - AIRPORT ROAD				
C.R. NO. 43				
ESSEX COUNTY				



CURVE DATA
 D = 2°-30'
 Δ = 29°-29'-25"
 R = 2291.83
 Ts = 703.37'
 Ls = 200.10'
 Lc = 978.61'
 Es = 2°-30'



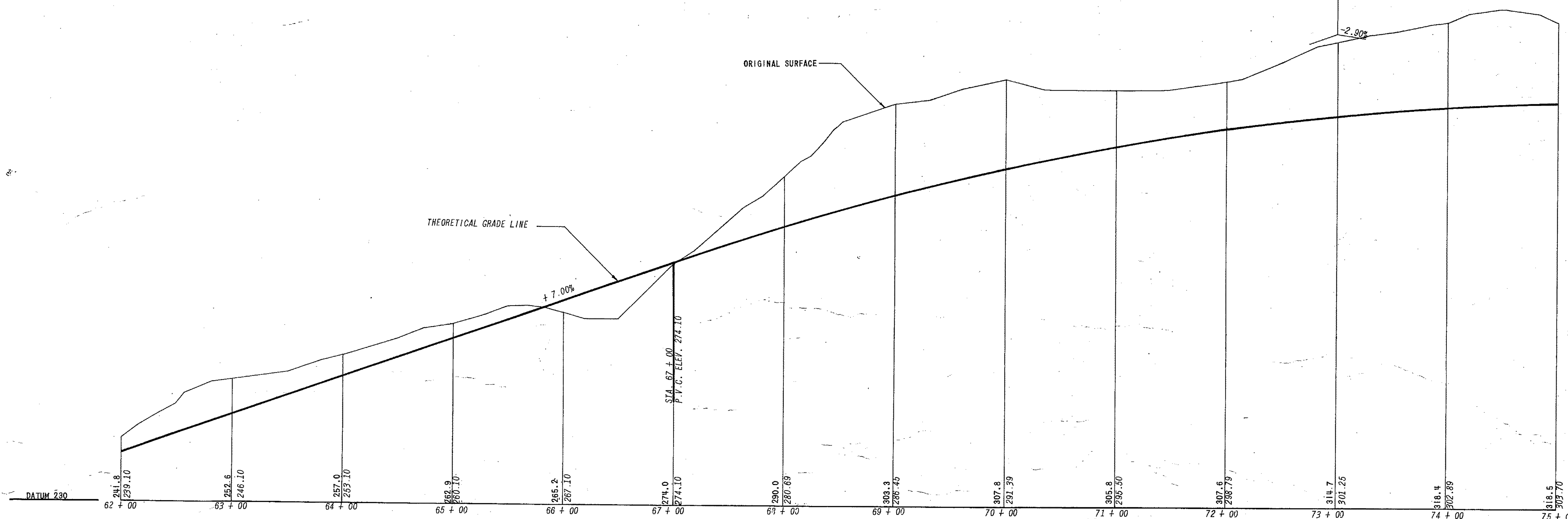
IN CHARGE OF COHNOR
 DESIGNED BY GEDO
 TRACED BY POTTER

50 SCALE PLAN STA. 61 + 40 TO STA. 75 + 75
 PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 PARTNER-IN-CHARGE DATE

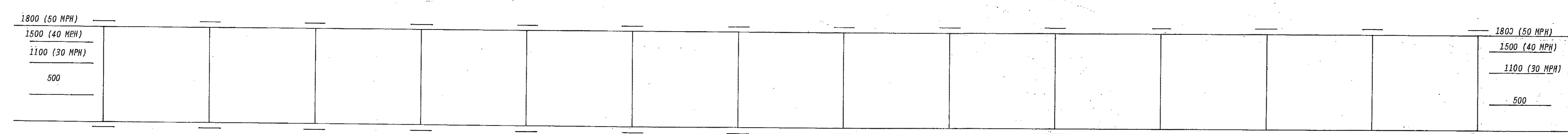
PLAN
 1" = 50'

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

STA. 73 + 00
 ELEV. 316.10
 1200' V.C.
 P.C. = -14.85'
 S.S.O. = 388'



PROFILE - C. R. 43
 HORIZ.: 1" = 50'
 SCALE: VERT.: 1" = 10'



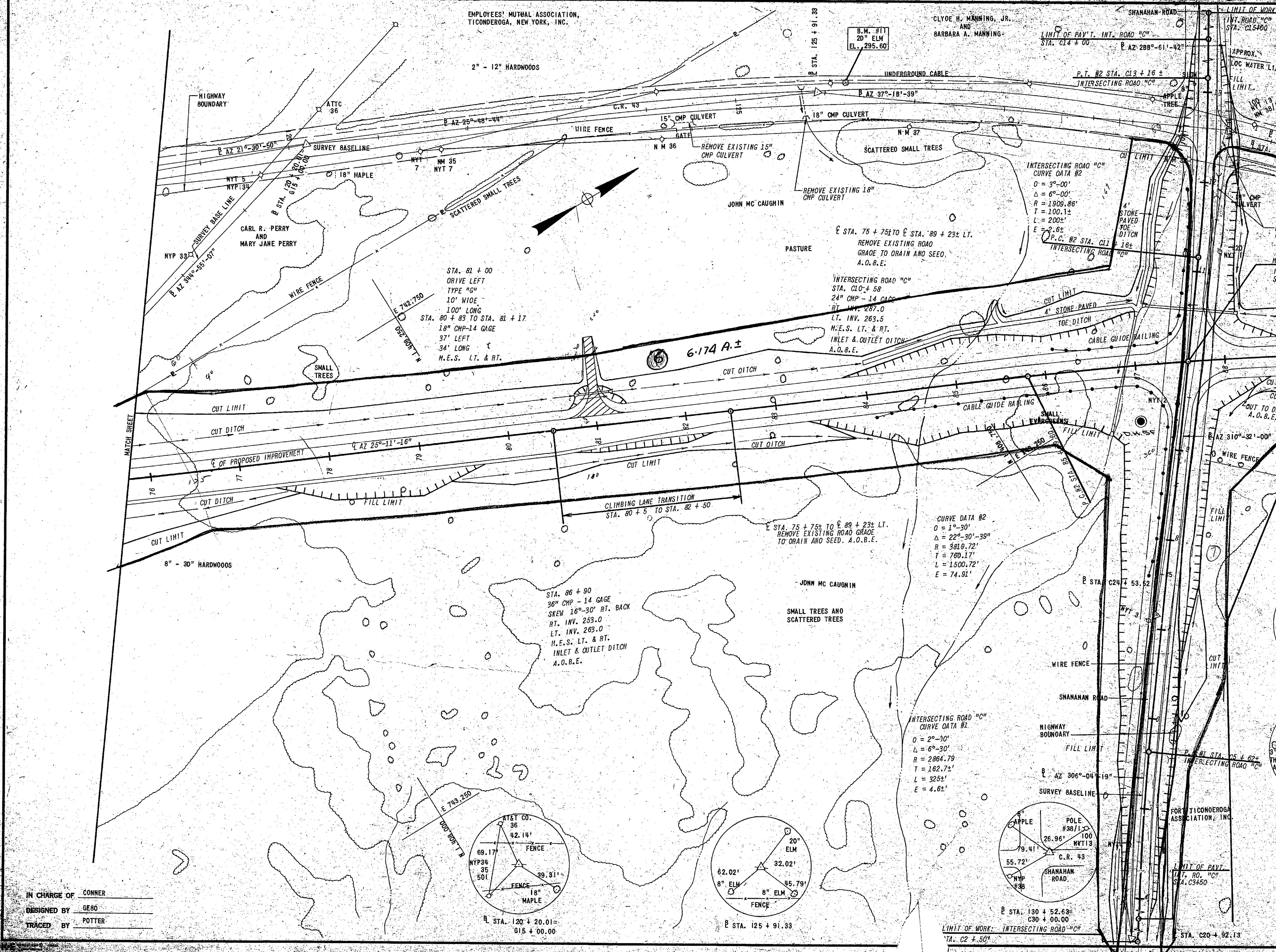
MINIMUM PASSING SIGHT DISTANCE GRAPH
 NOTE: SEE SHEET # FOR EXPLANATION

IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

50 SCALE PROFILE STA. 62+00 TO STA. 75+00
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE L.I.C. NO. 29869 DATE

FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
	N.Y.		18	

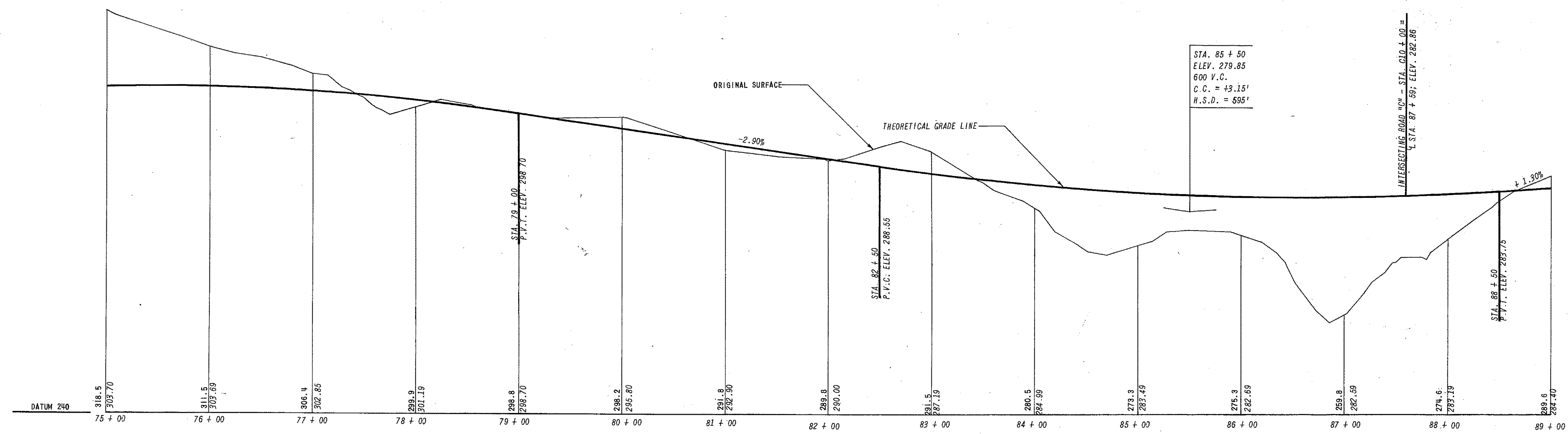
SHORE - AIRPORT ROAD
C.R. NO. 43
ESSEX COUNTY



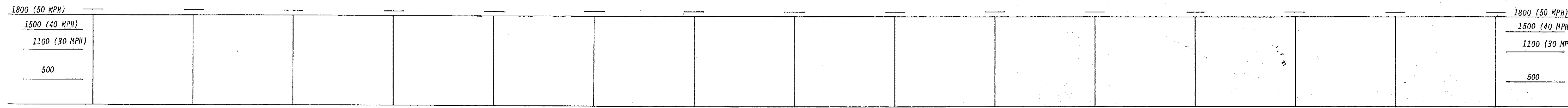
IN CHARGE OF CONNER
DESIGNED BY GEB0
TRACED BY POTTER

50' SCALE PLAN
PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
CONSULTING ENGINEERS
GLENS FALLS, N.Y.
PARTNER-IN-CHARGE
DATE

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



PROFILE - C.R. 43
 HORIZ.: 1" = 50'
 SCALE: VERT.: 1" = 10'

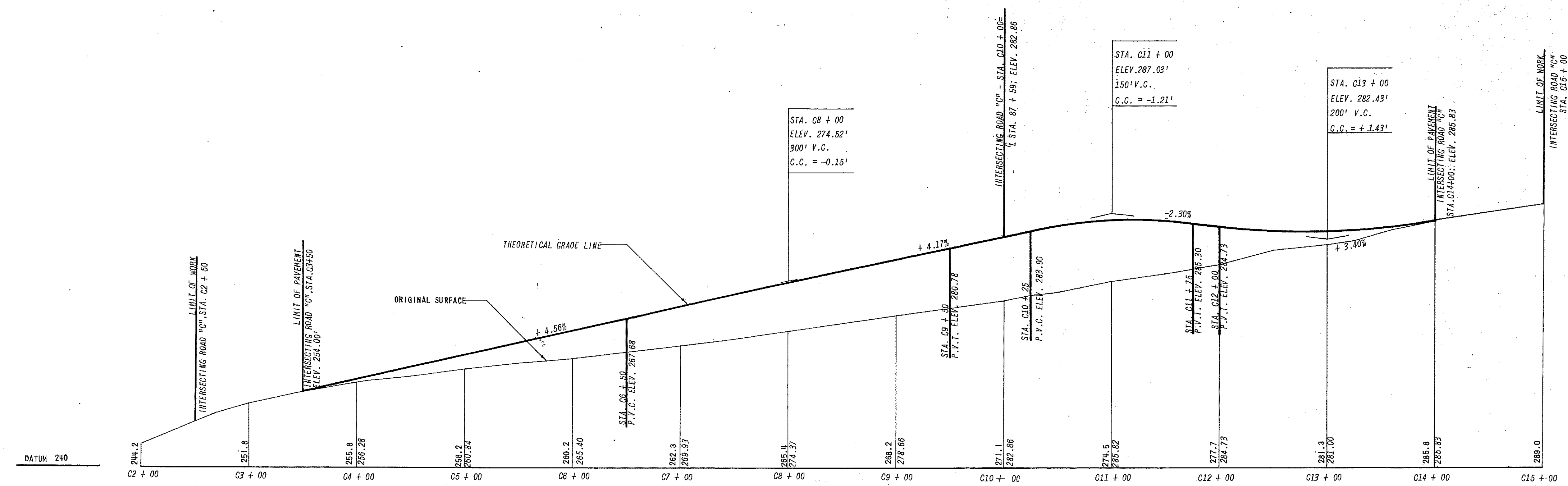


MINIMUM PASSING SIGHT DISTANCE GRAPH
 NOTE: SEE SHEET # FOR EXPLANATION

IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

50 SCALE PROFILE STA. 75+00 TO STA. 89+00
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N. Y.
 N. Y. S. P. E.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

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

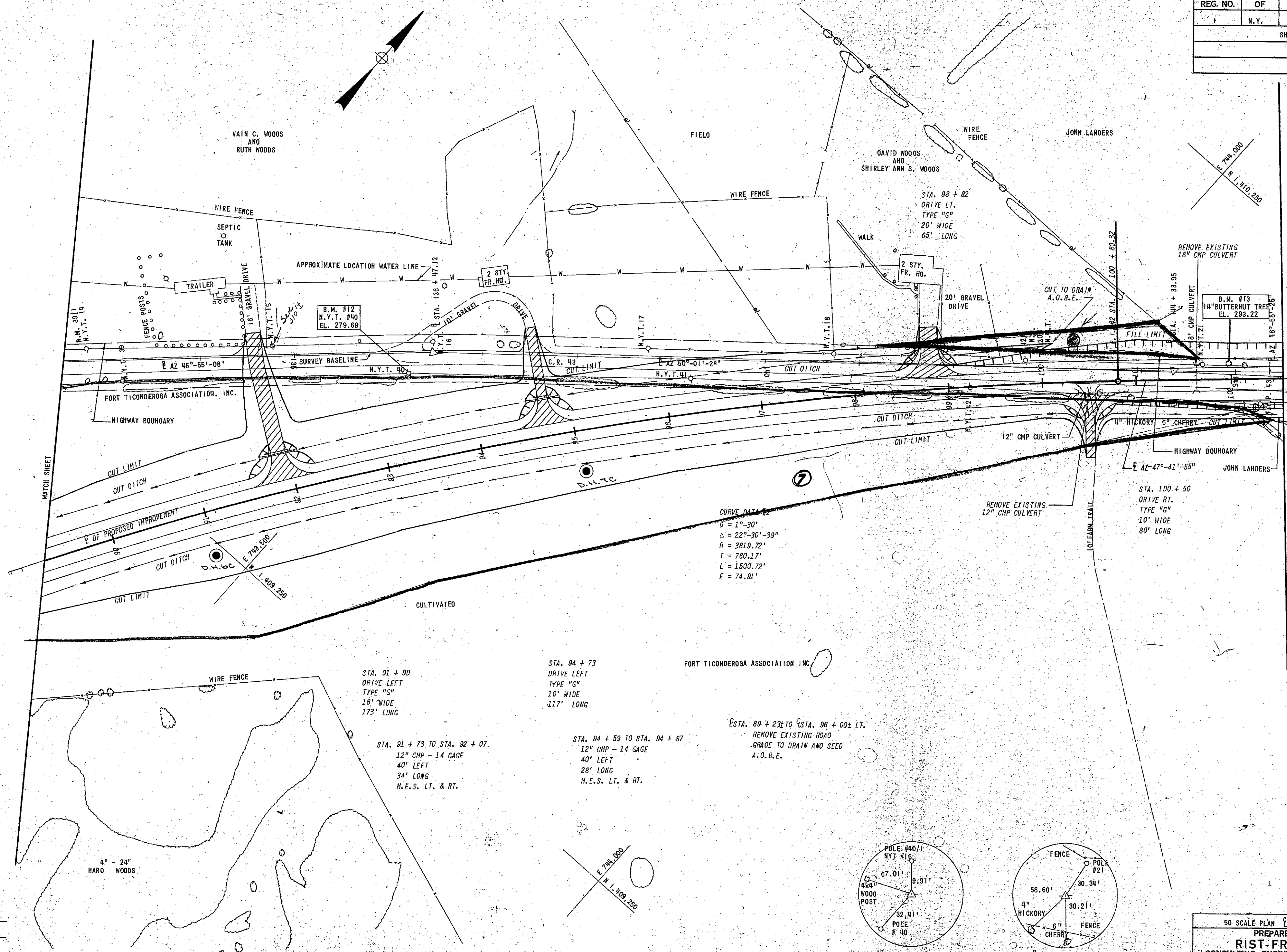


PROFILE
 INTERSECTING ROAD "C"
 SCALE: HORIZ.: 1" = 50'
 VERT.: 1" = 10'

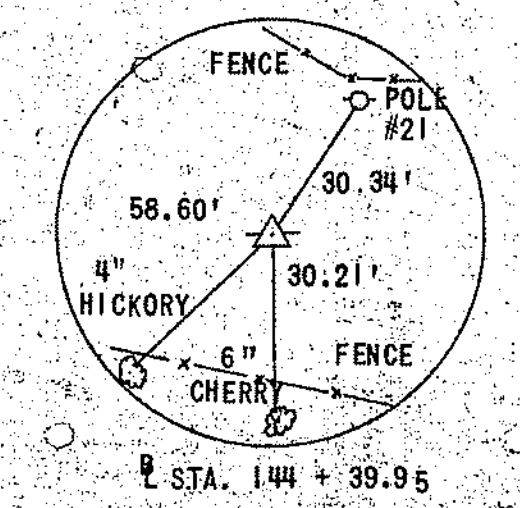
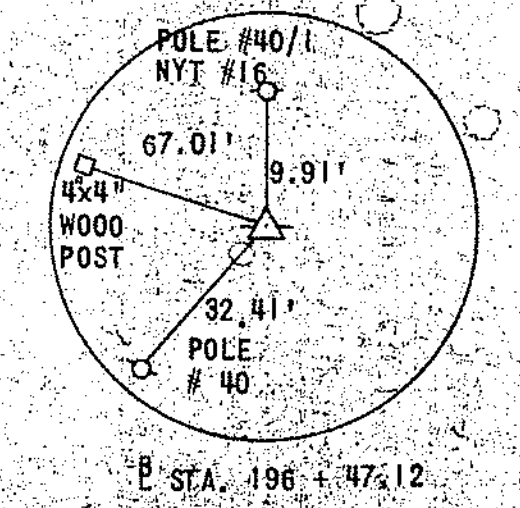
IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

50 SCALE PROFILE, INT. ROAD "C"
 STA. C2+50 TO STA. C15+00
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
	N.Y.		17	
SHORE - AIRPORT ROAD				
C.R. NO. 43				
ESSEX COUNTY				



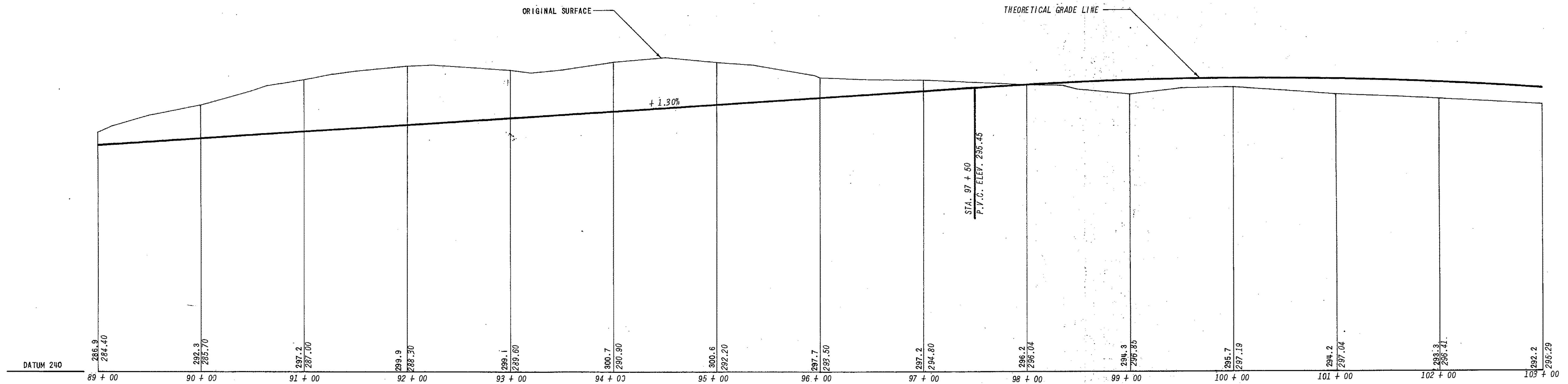
CURVE DATA #2
 $D = 1^{\circ}-30'$
 $\Delta = 22^{\circ}-30'-30''$
 $R = 3819.72'$
 $T = 760.17'$
 $L = 1500.72'$
 $E = 74.91'$



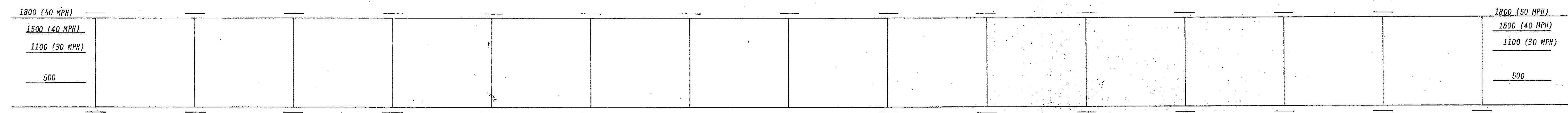
IN CHARGE OF CONNER
DESIGNED BY GEBO
TRACED BY POTTER

PLAN
SCALE: 1" = 50'
50 SCALE PLAN FROM STA. 89+23 TO STA. 102+54
PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N.Y.
N.Y.S. P.E.
PARTNER-IN-CHARGE LIC. NO. 23869 DATE

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



PROFILE - C. R. 43
 HORIZ.: 1" = 50'
 SCALE: VERT.: 1" = 10'



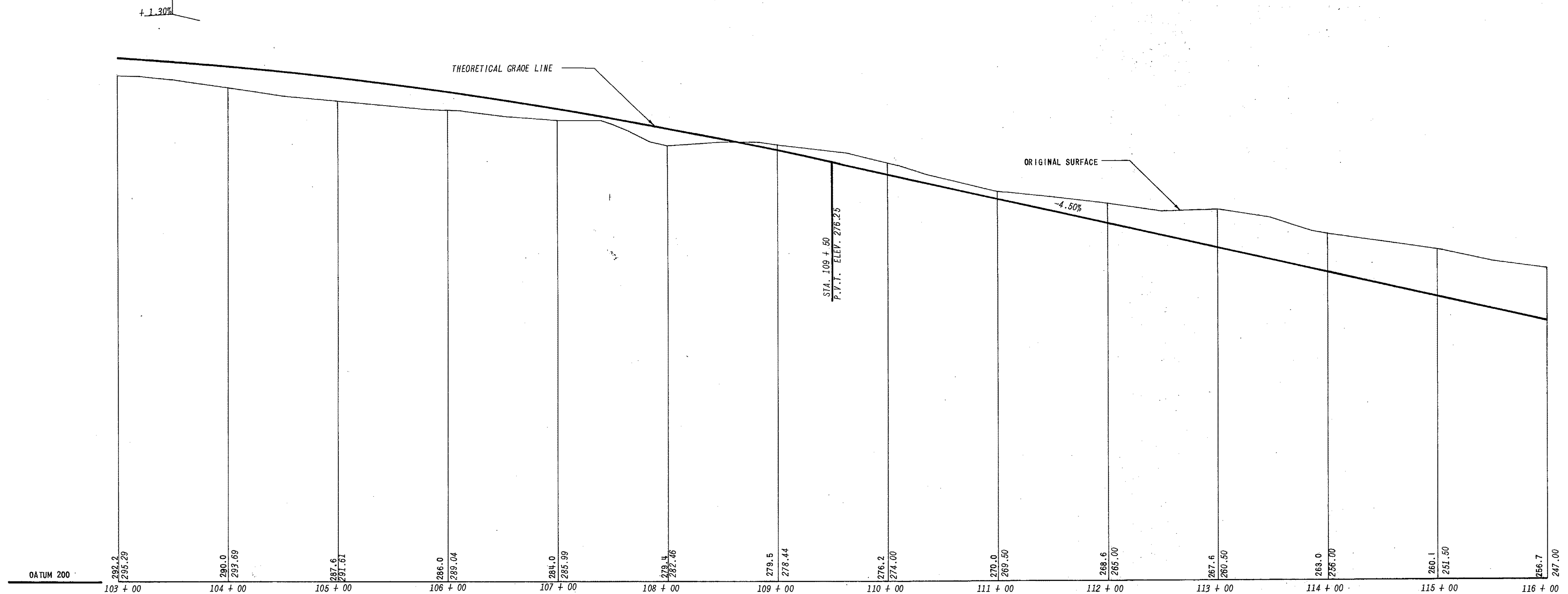
MINIMUM PASSING SIGHT DISTANCE GRAPH
 NOTE: SEE SHEET # FOR EXPLANATION

IN CHARGE OF CONNOR
 DESIGNED BY RYAN
 TRACED BY POTTER

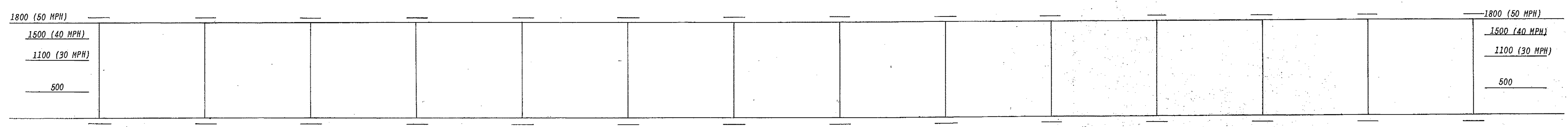
50 SCALE PROFILE STA. 89+00 TO STA. 103+00
 PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

STA. 103 + 50
 ELEV. 303.25
 1200' V.C.
 C.C. = -8.70'
 S.S.O. = 507'

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



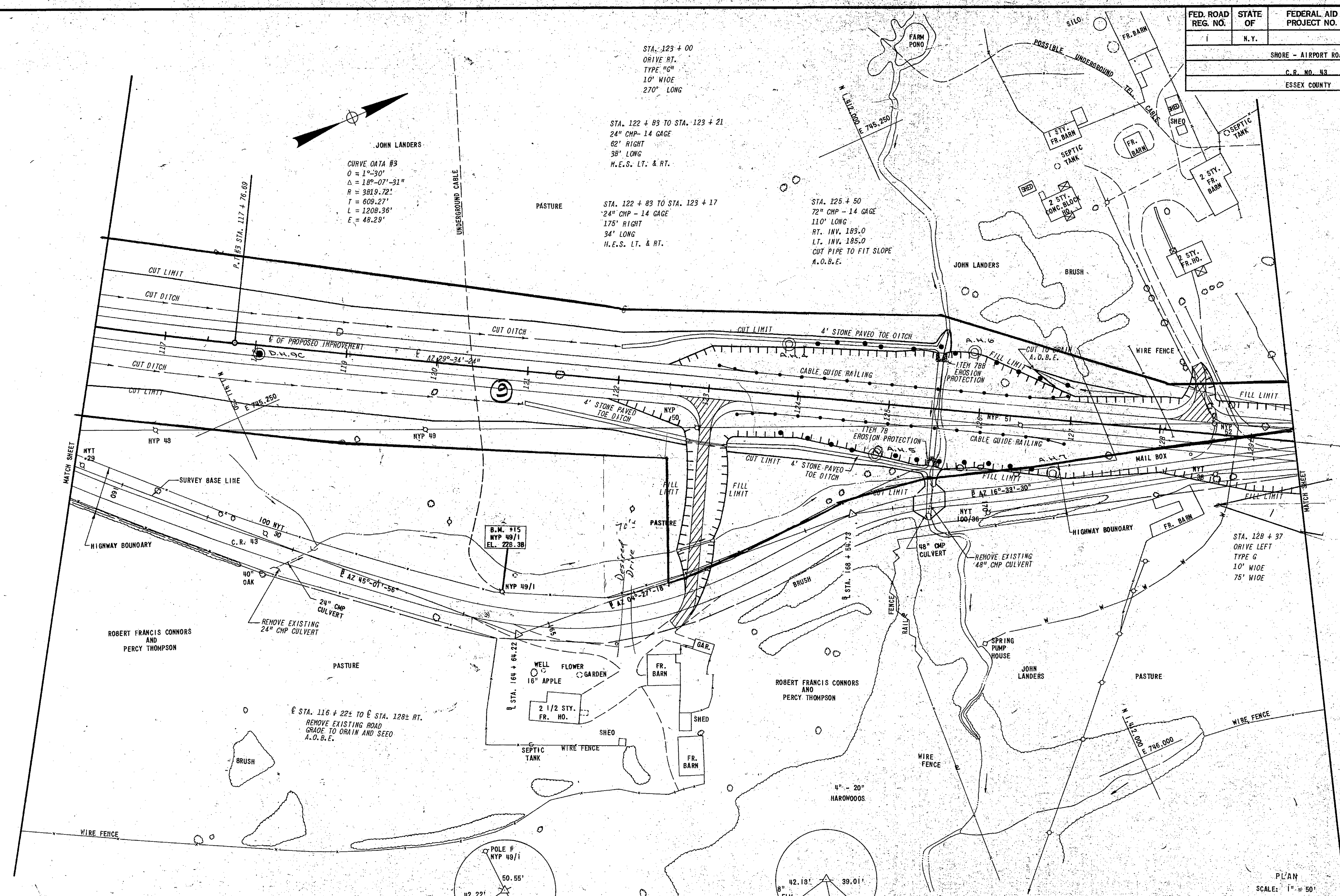
PROFILE - C.R. 43
 HORIZ.: 1" = 50'
 SCALE: VERT.: 1" = 10'



IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

50 SCALE PROFILE STA. 103 + 00 TO STA. 116 + 00
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
	N.Y.		15	
SHORE - AIRPORT ROAD				
C.R. NO. 43				
ESSEX COUNTY				



JOHN LANDERS
 CURVE DATA #3
 Δ = 1°-30'
 Δ = 18°-07'-31"
 R = 3819.72'
 T = 609.27'
 L = 1208.36'
 E = 48.29'

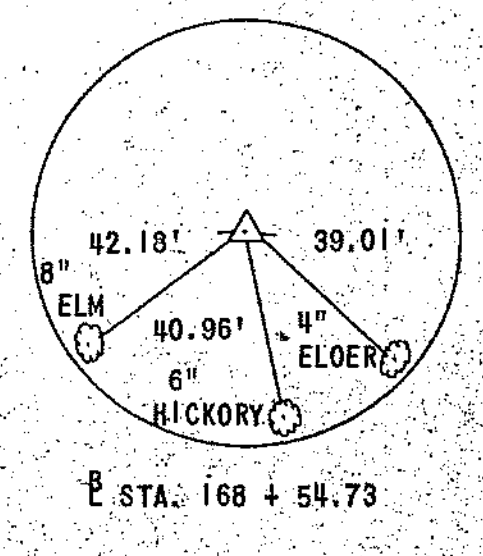
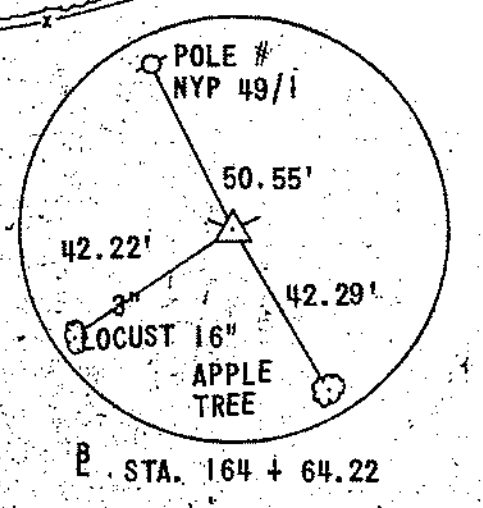
STA. 123 + 00
 DRIVE RT.
 TYPE "C"
 10' WIDE
 270' LONG

STA. 122 + 83 TO STA. 123 + 21
 24" CMP - 14 GAGE
 82' RIGHT
 38' LONG
 H.E.S. LT. & RT.

STA. 122 + 83 TO STA. 123 + 17
 24" CMP - 14 GAGE
 175' RIGHT
 34' LONG
 H.E.S. LT. & RT.

STA. 125 + 50
 72" CMP - 14 GAGE
 110' LONG
 RT. INV. 183.0
 LT. INV. 185.0
 CUT PIPE TO FIT SLOPE
 A.O.B.E.

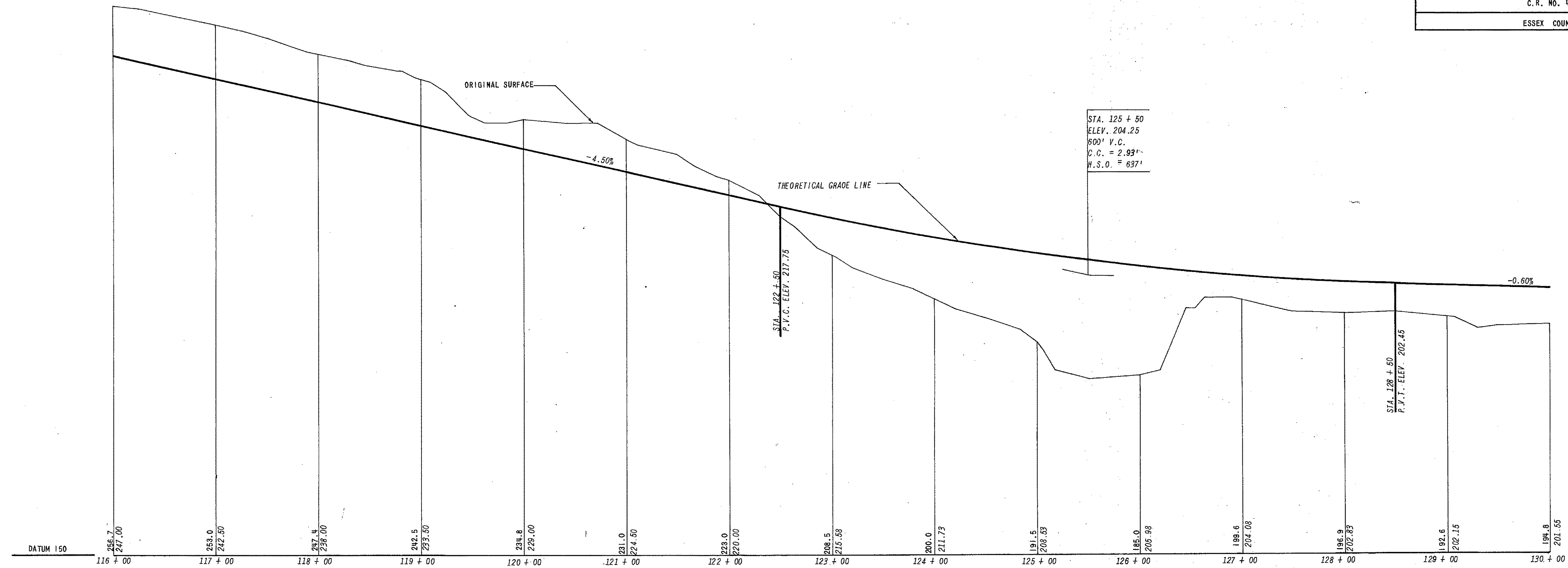
STA. 128 + 37
 DRIVE LEFT
 TYPE G
 10' WIDE
 75' WIDE



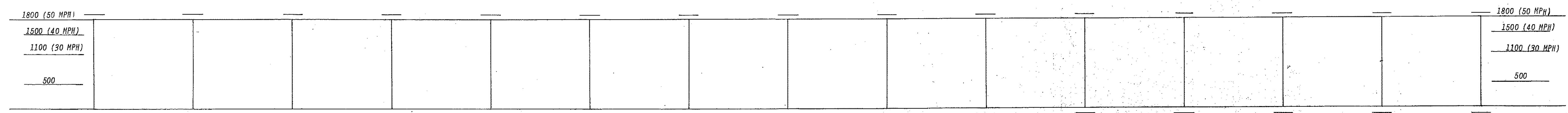
IN CHARGE OF CONNER
 DESIGNED BY GEBO
 TRACED BY POTTER

PLAN
 SCALE: 1" = 50'
 50 SCALE PLAN FROM STA. 116 + 22 TO STA. 129 + 45
 PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 P.E. L.S.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

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



PROFILE C.R. 43
HORIZ.: 1" = 50'
SCALE: VERT.: 1" = 10'



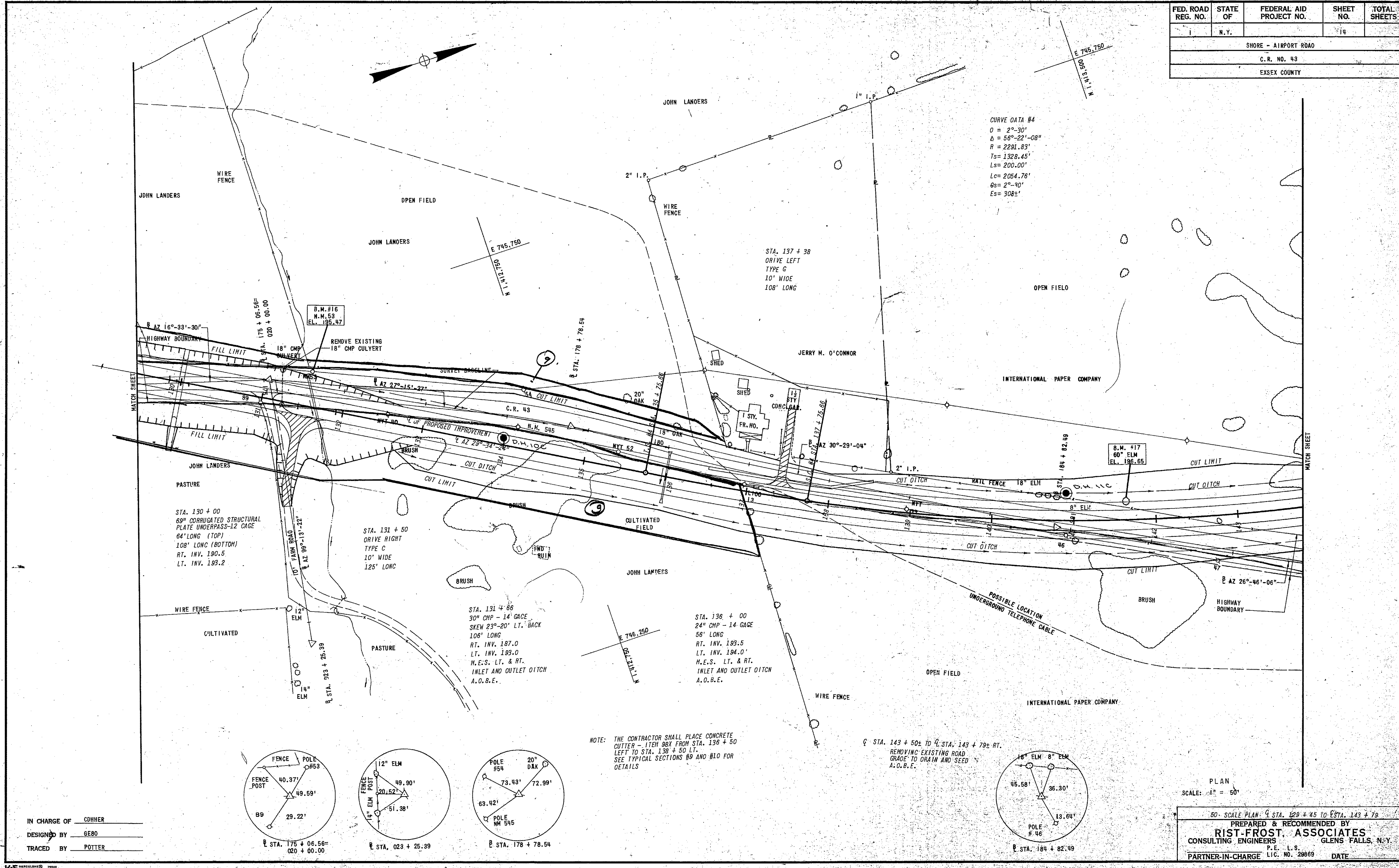
MINIMUM PASSING SIGHT DISTANCE GRAPH
NOTE: SEE SHEET # FOR EXPLANATION

IN CHARGE OF CONNER
DESIGNED BY RYAN
TRACED BY POTTER

50 SCALE PROFILE STA. 116 + 00 TO STA. 130 + 00
PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N. Y.
N.Y.S. P.E.
PARTNER-IN-CHARGE LIC. NO. 29869 DATE

FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.		14	
SHORE - AIRPORT ROAD				
C.R. NO. 43				
EXSEX COUNTY				

CURVE DATA #4
 $\theta = 2^{\circ}-30'$
 $\Delta = 56^{\circ}-22'-08''$
 $R = 2291.83'$
 $Ts = 1328.45'$
 $Ls = 200.00'$
 $Lc = 2054.76'$
 $\theta_s = 2^{\circ}-30'$
 $Es = 308\pm'$



STA. 130 + 00
 69" CORRUGATED STRUCTURAL
 PLATE UNDERPASS-12 GAGE
 64' LONG (TOP)
 108' LONG (BOTTOM)
 RT. INV. 190.5
 LT. INV. 193.2

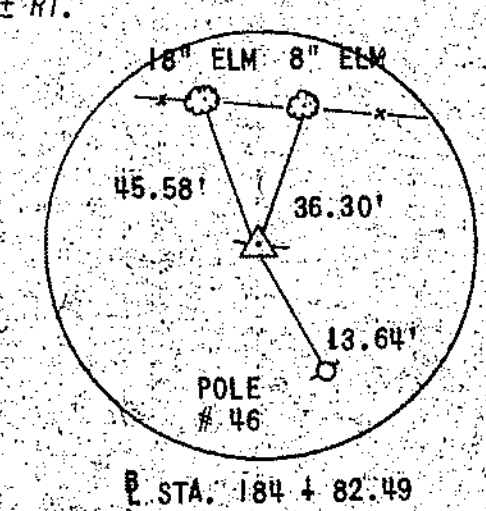
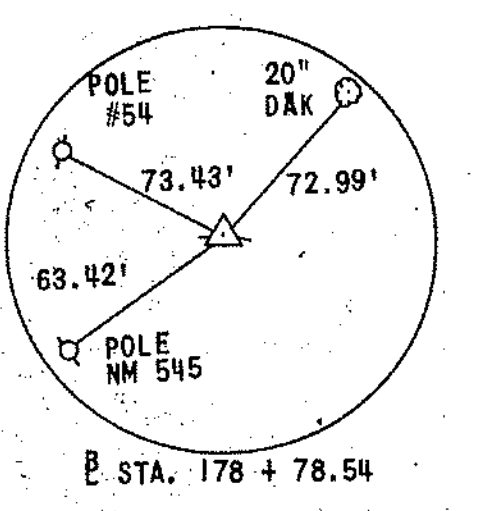
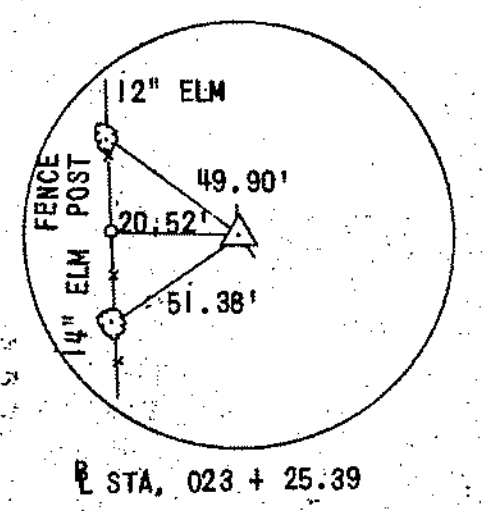
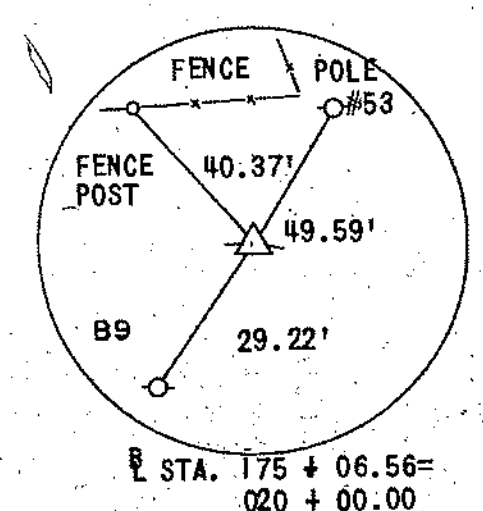
STA. 131 + 50
 DRIVE RIGHT
 TYPE C
 10' WIDE
 125' LONG

STA. 131 + 66
 30" CMP - 14" GAGE
 SKEW 23°-20' LT. BACK
 106' LONG
 RT. INV. 187.0
 LT. INV. 193.0
 N.E.S. LT. & RT.
 INLET AND OUTLET DITCH
 A.O.B.E.

STA. 136 + 00
 24" CMP - 14" GAGE
 56' LONG
 RT. INV. 193.5
 LT. INV. 194.0
 N.E.S. LT. & RT.
 INLET AND OUTLET DITCH
 A.O.B.E.

Q STA. 143 + 50± TO Q STA. 143 + 79± RT.
 REMOVING EXISTING ROAD
 GRADE TO DRAIN AND SEED
 A.O.B.E.

NOTE: THE CONTRACTOR SHALL PLACE CONCRETE
 CUTTER - 17EM BOX FROM STA. 136 + 50
 LEFT TO STA. 138 + 50 LT.
 SEE TYPICAL SECTIONS #9 AND #10 FOR
 DETAILS

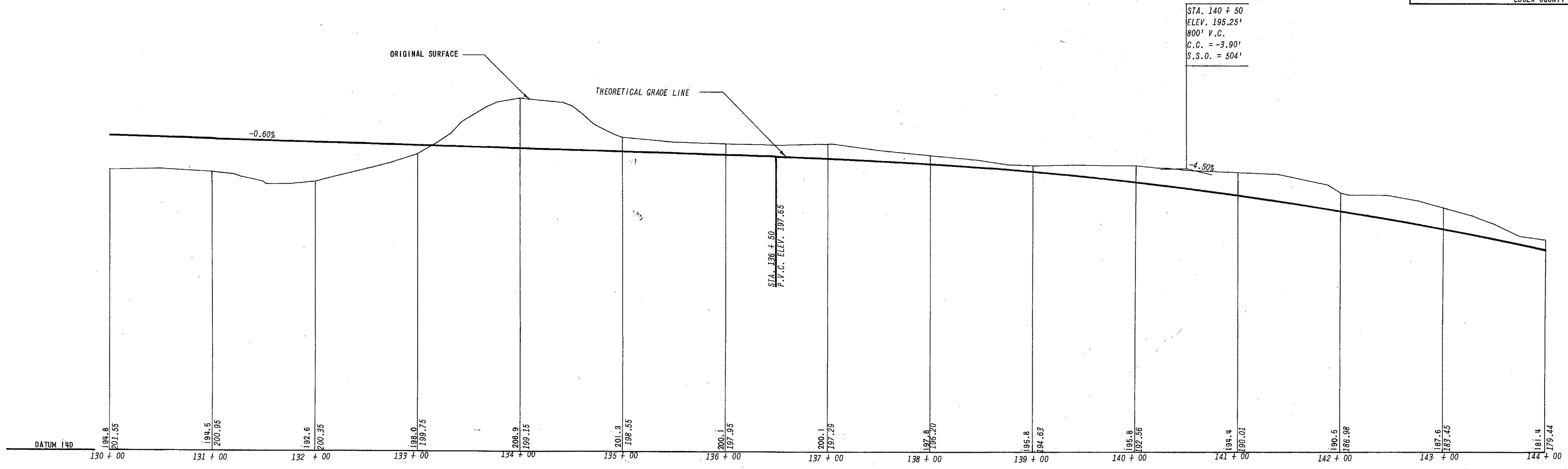


IN CHARGE OF CDHHER
 DESIGNED BY GE80
 TRACED BY POTTER

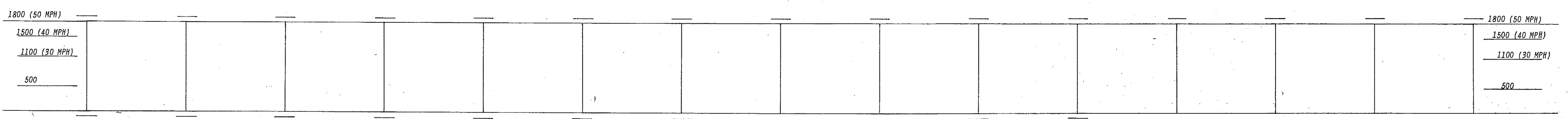
PLAN
 SCALE: 1" = 50'

80' SCALE PLAN Q STA. 129 + 45 TO STA. 143 + 79
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 P.E. L.S.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

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



PROFILE - C. R. 43
 HORIZ.: 1" = 50'
 SCALE: VERT.: 1" = 10'

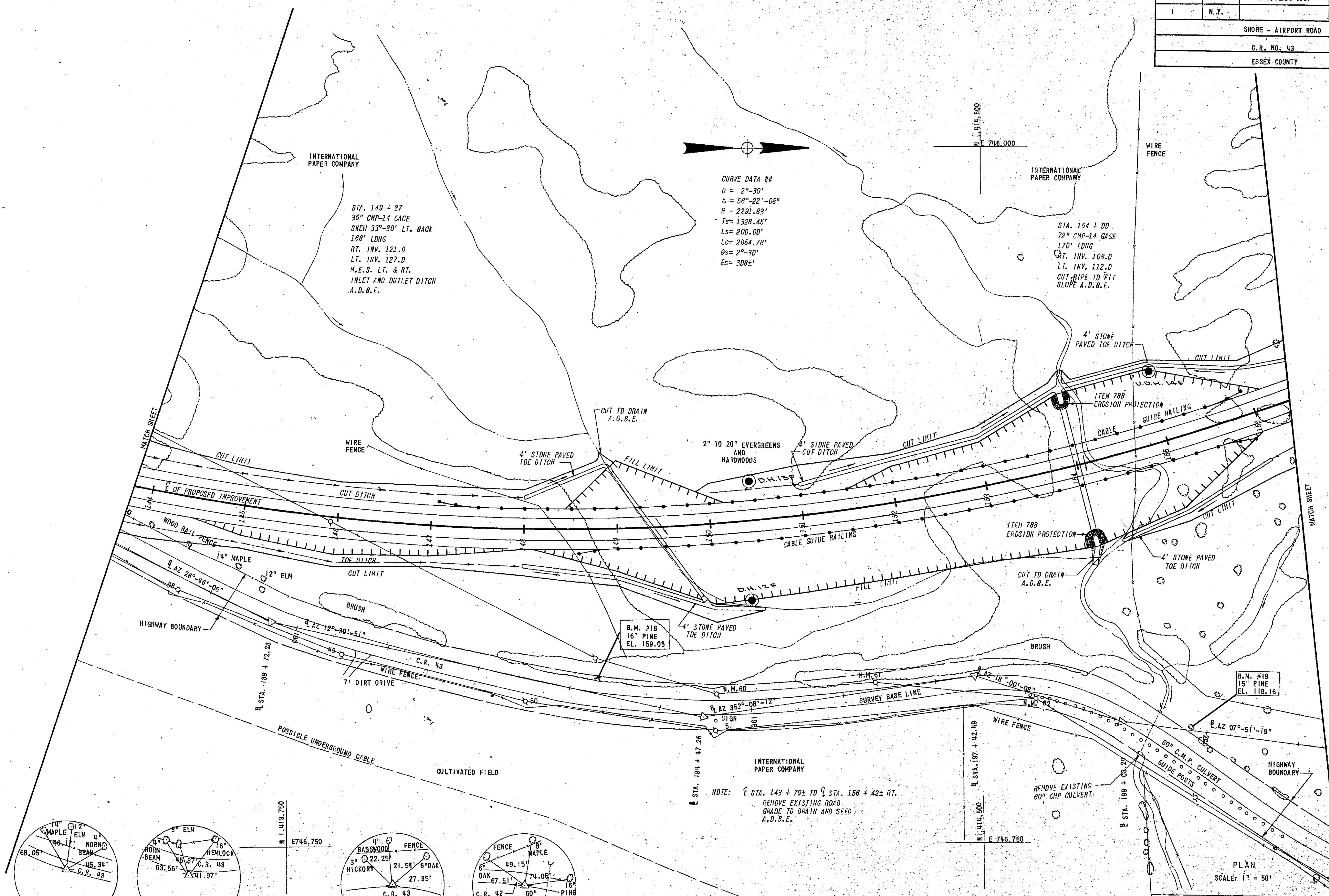


MINIMUM PASSING SIGHT DISTANCE GRAPH
 NOTE: SEE SHEET # FOR EXPLANATION

IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

50 SCALE PROFILE STA. 130 + 00 TO STA. 144 + 00
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N. Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.		18	
SHORE - AIRPORT ROAD				
C.R. NO. 43				
ESSEX COUNTY				



CURVE DATA #4
 D = 2°-30'
 Δ = 56°-22'-08"
 R = 2291.83'
 Ts = 1328.45'
 Ls = 200.00'
 Lc = 2054.76'
 Os = 2°-30'
 Es = 308±'

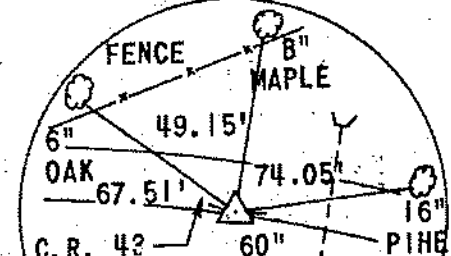
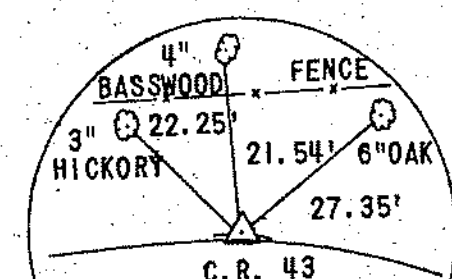
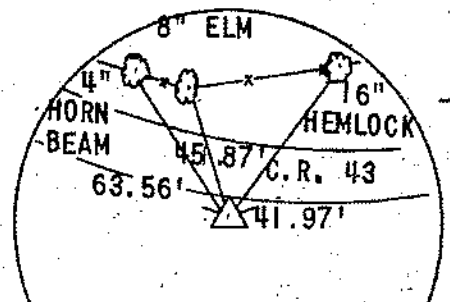
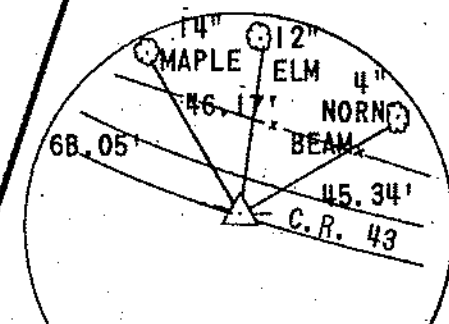
STA. 149 + 37
 36" CMP-14 GAGE
 SKEW 33°-30' LT. BACK
 188' LONG
 RT. INV. 121.0
 LT. INV. 127.0
 H.E.S. LT. & RT.
 INLET AND OUTLET DITCH
 A.D.B.E.

STA. 154 + 00
 72" CMP-14 GAGE
 170' LONG
 RT. INV. 108.0
 LT. INV. 112.0
 CUT PIPE TO FIT
 SLOPE A.D.B.E.

B.M. #18
 16" PINE
 EL. 159.08

B.M. #19
 15" PINE
 EL. 118.16

NOTE: STA. 143 + 79± TO STA. 156 + 42± RT.
 REMOVE EXISTING ROAD
 GRADE TO DRAIN AND SEED
 A.D.B.E.



IN CHARGE OF CONNER
 DESIGNED BY GERD
 TRACED BY POTTER

R. STA. 189 + 72.28

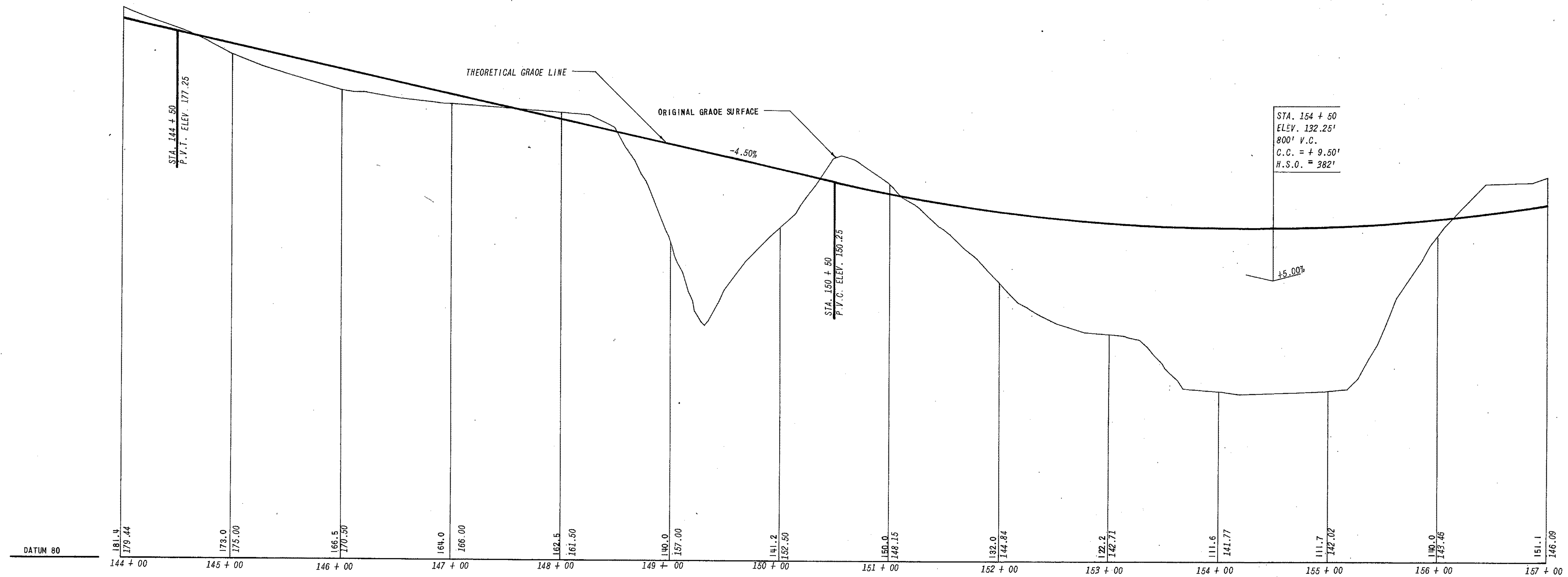
R. STA. 194 + 47.26

R. STA. 197 + 42.49

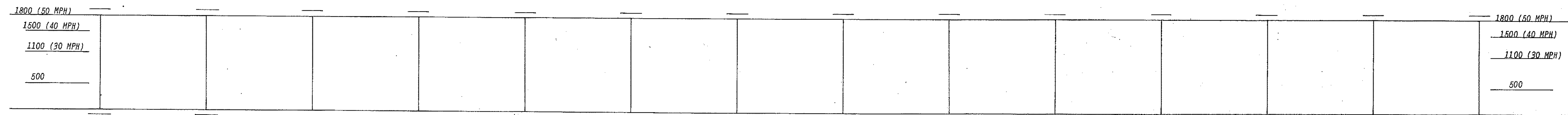
R. STA. 199 + 08.28

50 SCALE PLAN STA. 143 + 79 TO STA. 156 + 42
 PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
 CONSULTING ENGINEERS
 GLENS FALLS, N.Y.
 H.V.S., P.E.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

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



PROFILE - C.R. 43
 HORIZ.: 1" = 50'
 SCALE: VERT.: 1" = 10'

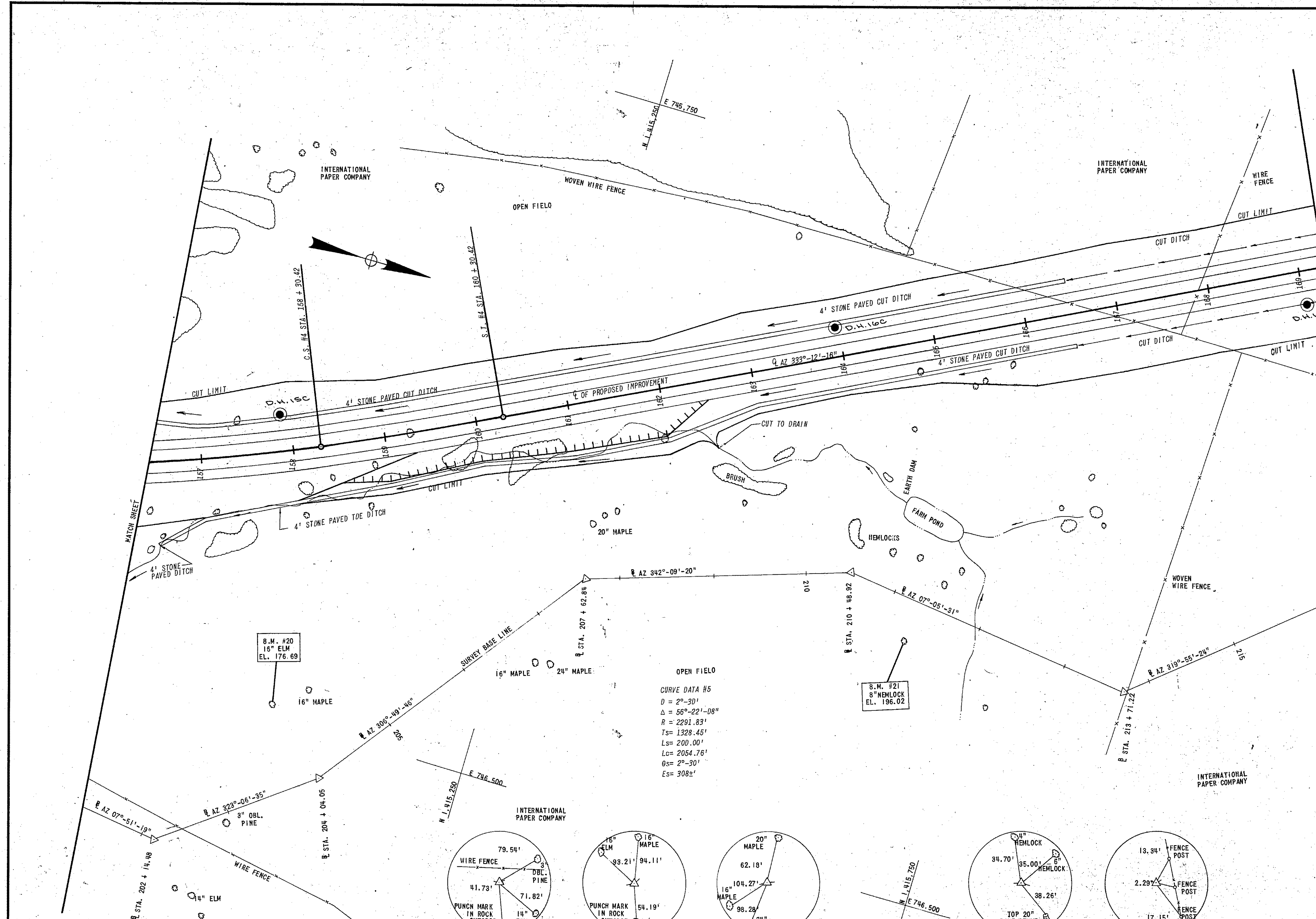


NOTE: SEE SHEET # FOR EXPLANATION

IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

50 SCALE PROFILE STA. 144 + 00 TO STA. 157 + 00
 PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N. Y.
 PARTNER-IN-CHARGE N.Y.S. P.E. LIC. NO. 29869 DATE

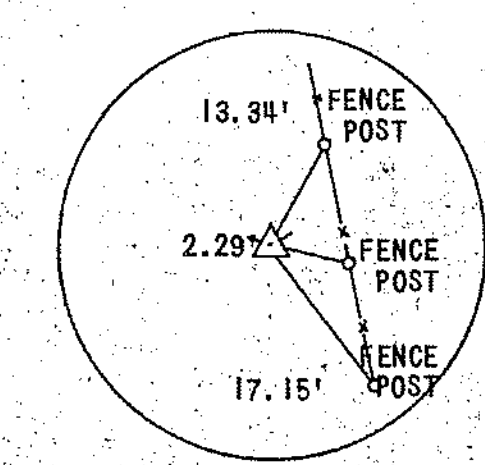
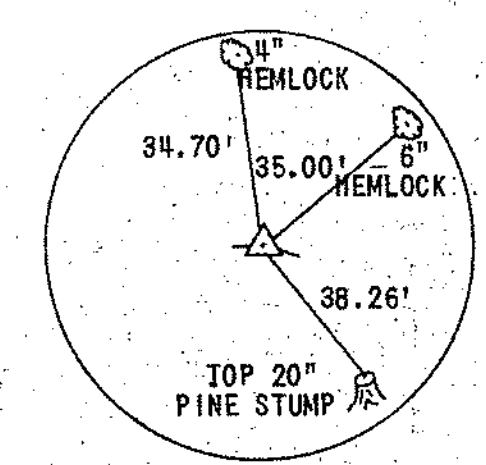
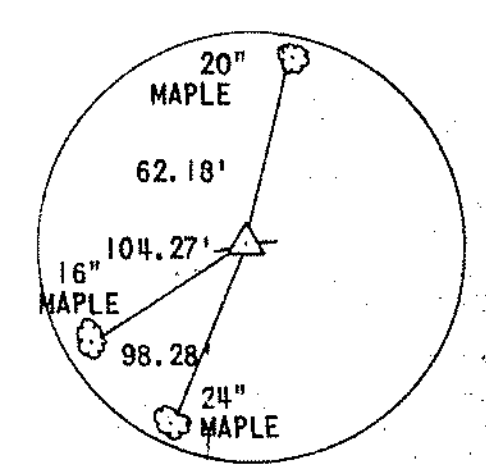
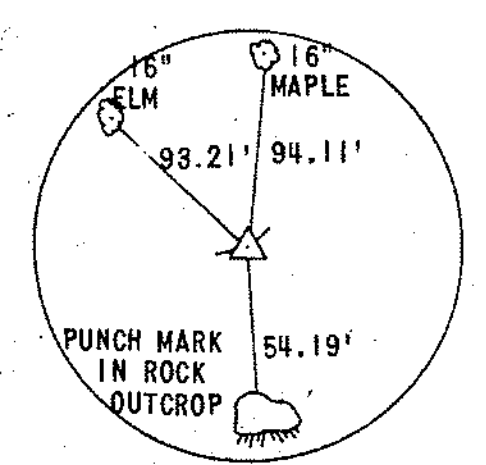
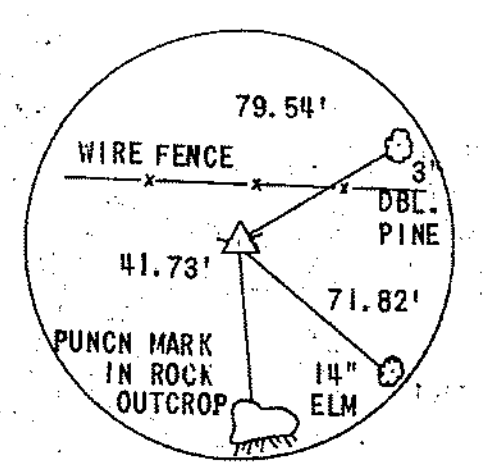
FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.		12	
SNORE - AIRPORT ROAD				
C.R. NO. 43				
ESSEX COUNTY				



OPEN FIELD
 CURVE DATA #5
 D = 2°-30'
 Δ = 56°-22'-08"
 R = 2291.83'
 Ts = 1328.45'
 Ls = 200.00'
 Lc = 2054.76'
 Os = 2°-30'
 Es = 308±'

8.M. #20
 16" ELM
 EL. 176.69

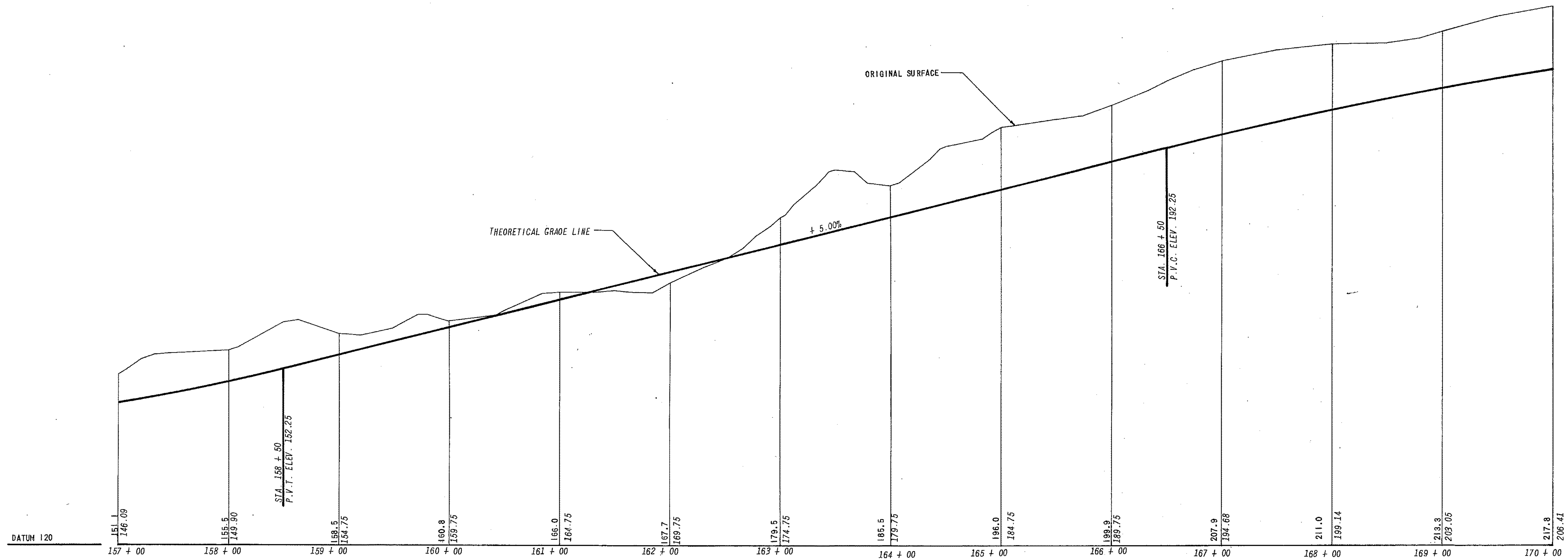
8.M. #21
 8" HEMLOCK
 EL. 196.02



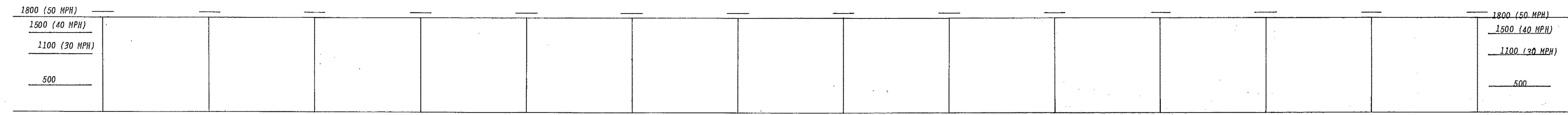
IN CHARGE OF CONNER
 DESIGNED BY GEBO
 TRACED BY POTTER

50 SCALE PLAN § STA. 156 + 42 TO § STA. 169 + 26
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 PARTNER-IN-CHARGE N.Y.S. P.E. LIC. NO. 29869 DATE

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



PROFILE - C. R. 43
 HORIZ. 1" = 50'
 SCALE: VERT.: 1" = 10'

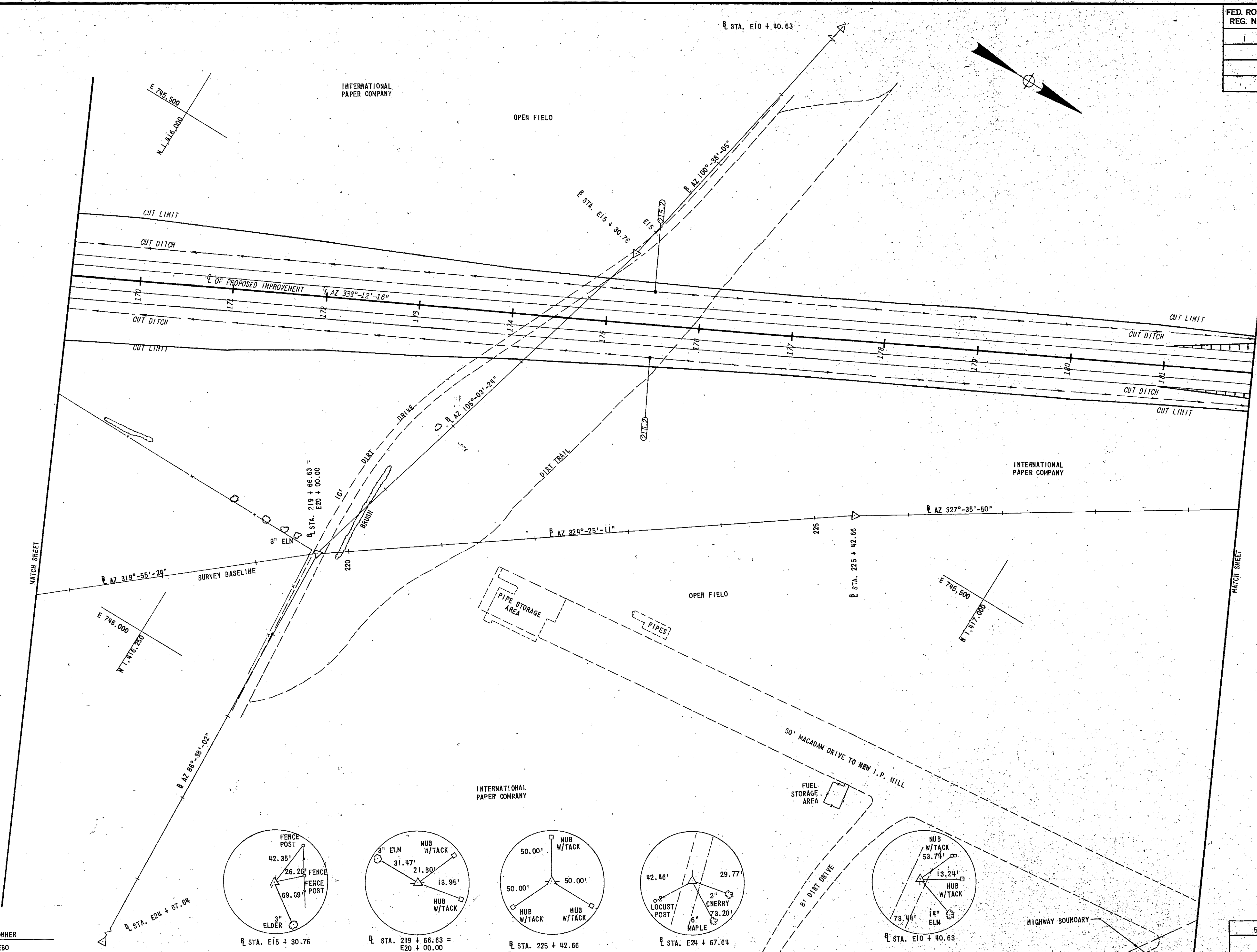


MINIMUM PASSING SIGHT DISTANCE GRAPH
 NOTE: SEE SHEET # FOR EXPLANATION

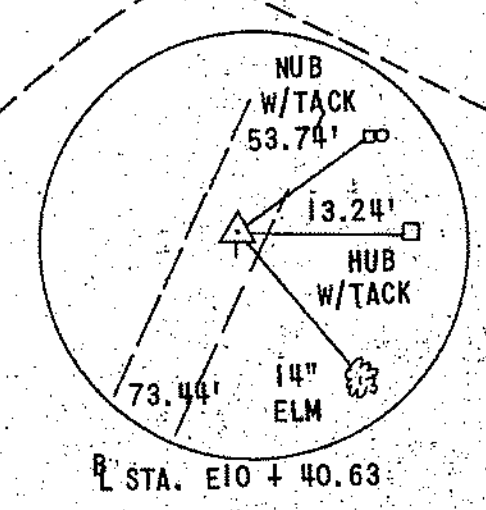
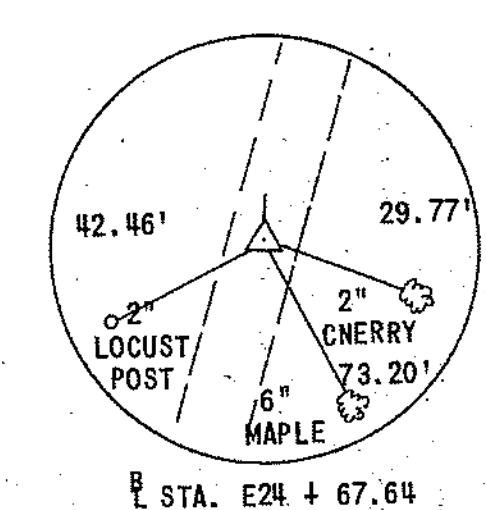
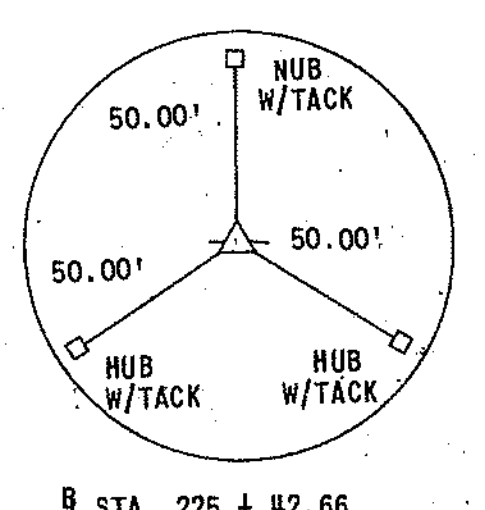
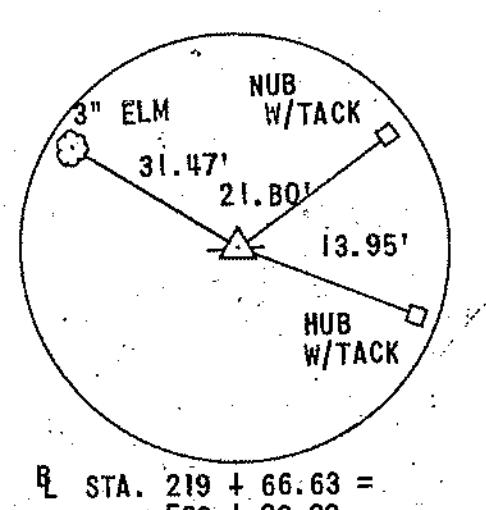
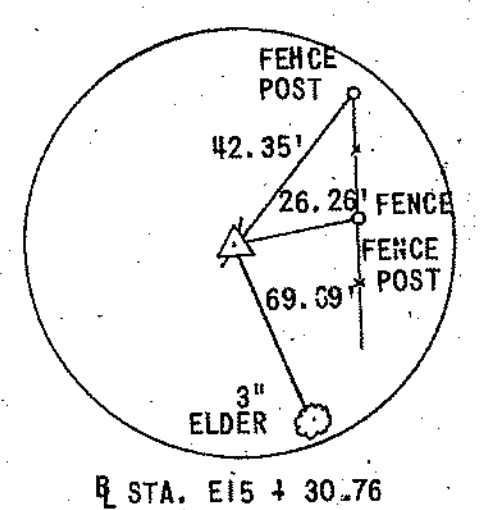
IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

50 SCALE PROFILE STA. 157+00 TO STA. 170+00
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 PARTNER-IN-CHARGE N.Y.S. P. E. LIC. NO. 29869 DATE

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

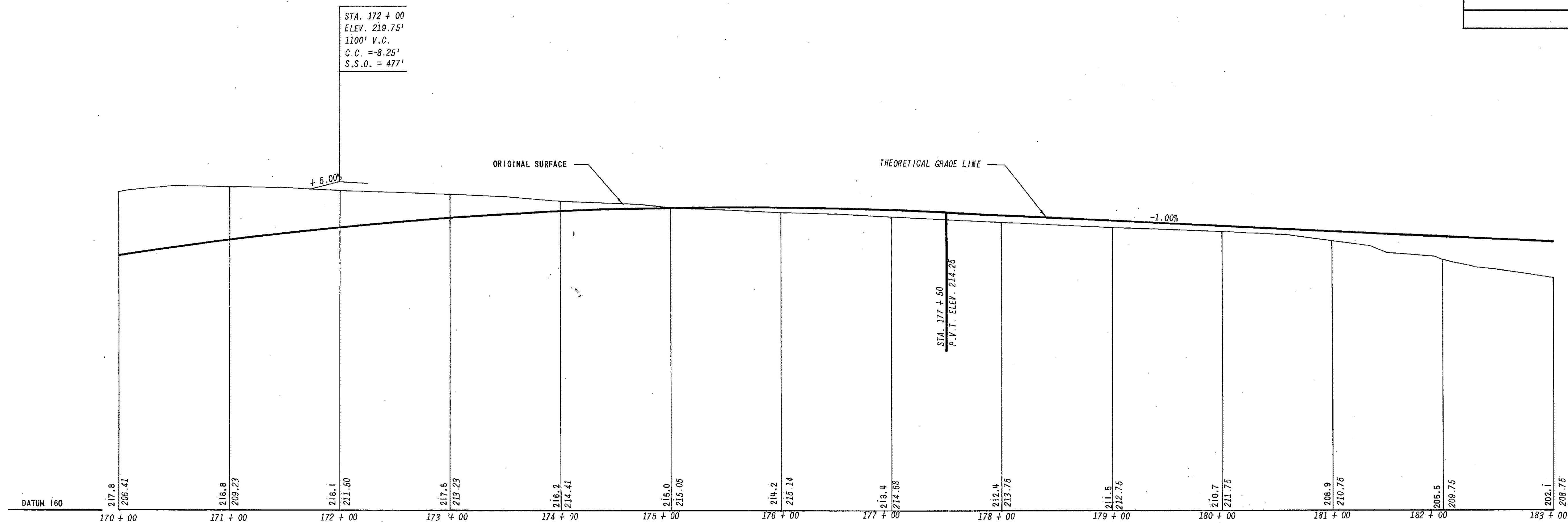


IN CHARGE OF COHNER
DESIGNED BY GEBO
TRACED BY POTTER

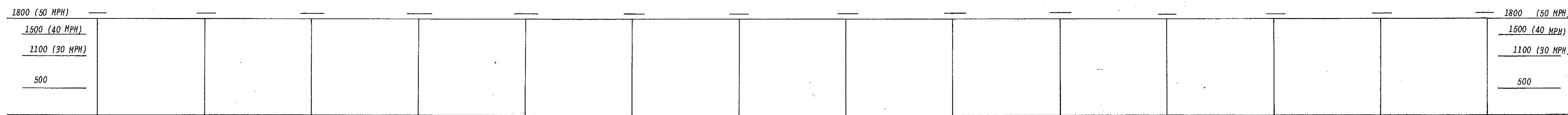


PLAN
SCALE: 1" = 50'
50 SCALE PLAN β STA. 169 + 26 TO β STA. 181 + 96
PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N.Y.
PARTNER-IN-CHARGE P.E. L.S. DATE
L.I.C. NO. 29869

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



Q PROFILE - C. R. 43
 SCALE: HORIZ.: 1" = 50'
 VERT.: 1" = 10'



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

IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

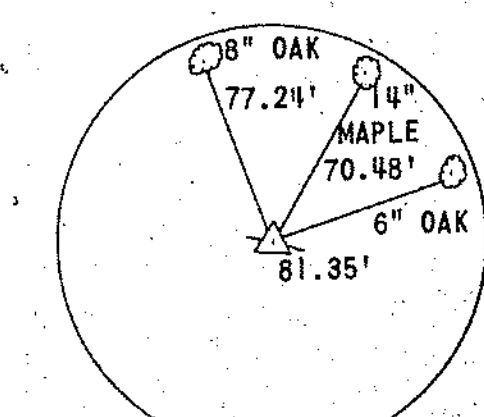
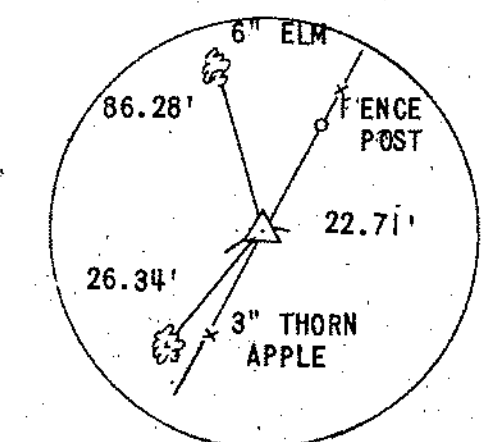
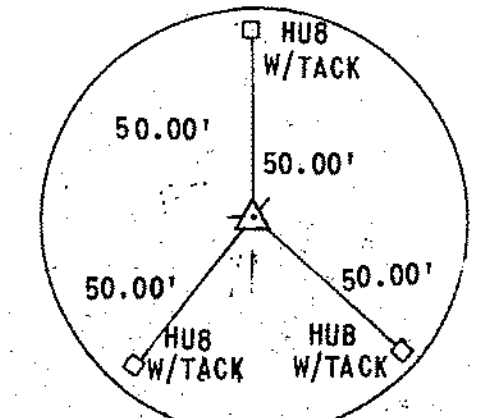
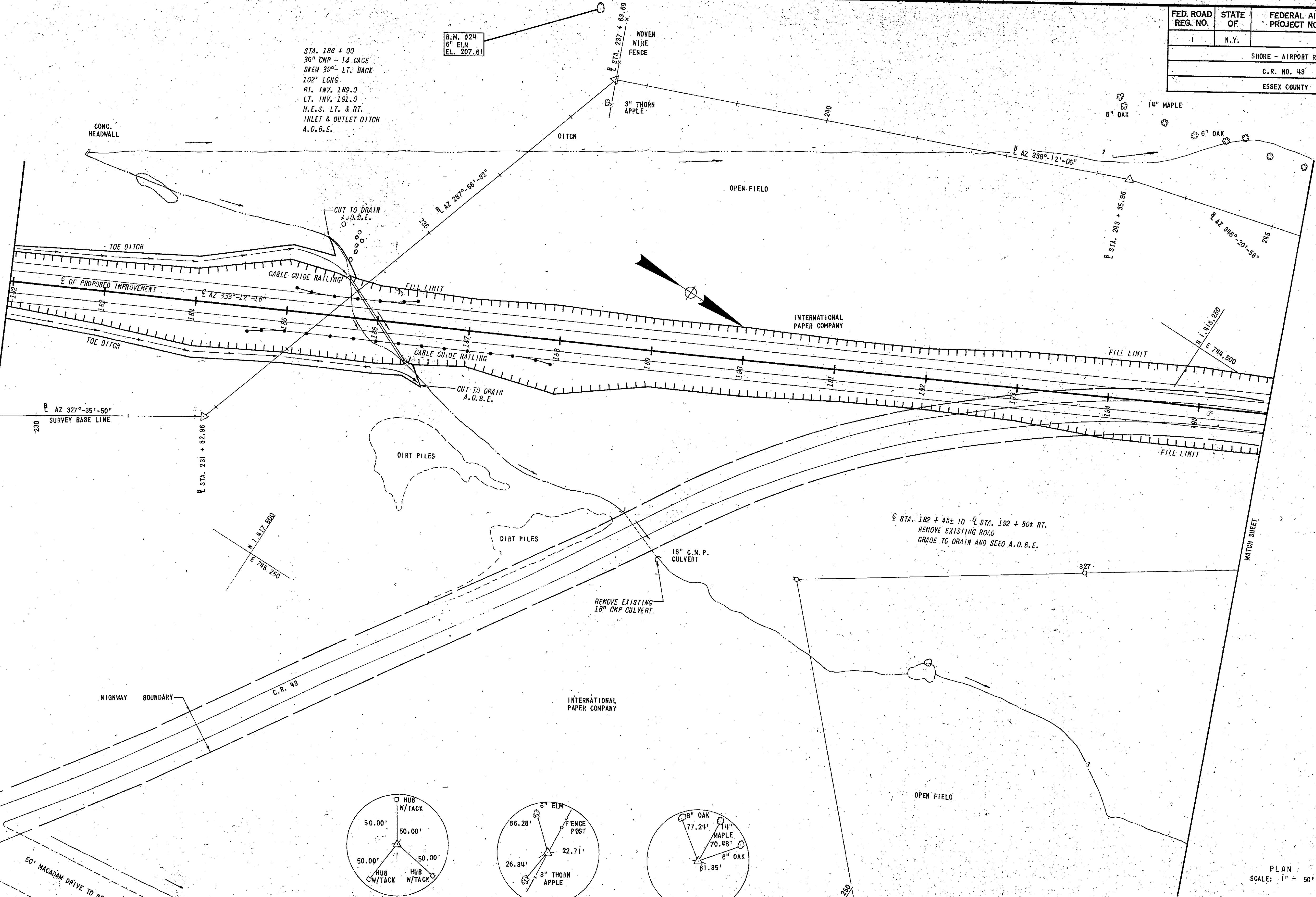
50 SCALE PROFILE STA. 170+00 TO STA. 183+00
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N. Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

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

STA. 186 + 00
 36" CMP - LA GAGE
 SKEW 39° - LT. BACK
 102' LONG
 RT. INV. 189.0
 LT. INV. 191.0
 N.E.S. LT. & RT.
 INLET & OUTLET DITCH
 A.O.B.E.

B.M. #24
 6" ELM
 EL. 207.61

WOVEN WIRE FENCE
 3" THORN APPLE

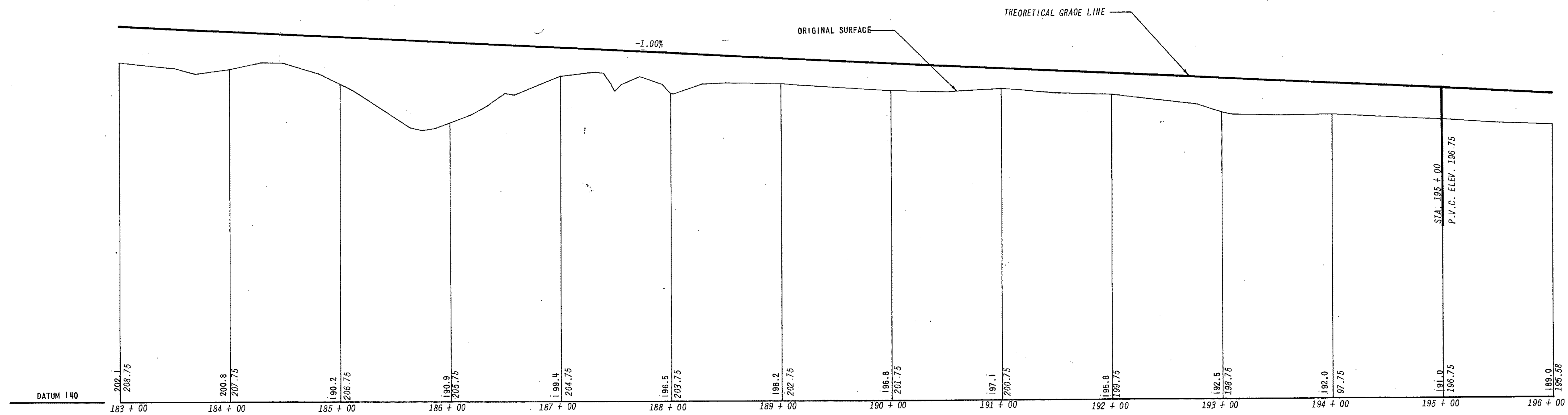


IN CHARGE OF: COHNER
 DESIGNED BY: GERO
 TRACED BY: POTTER

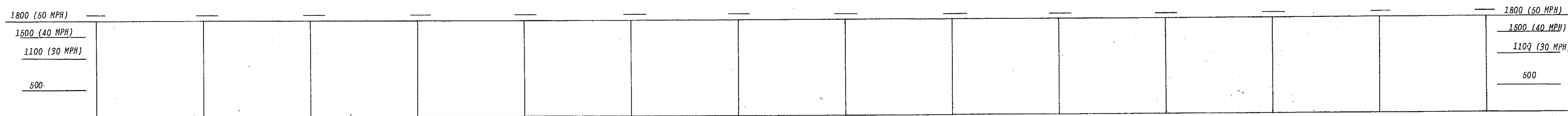
PLAN
 SCALE: 1" = 50'

50 SCALE PLAN E STA. 181 + 96 TO E STA. 195 + 77
 PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
 CONSULTING ENGINEERS
 GLENS FALLS, N.Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

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



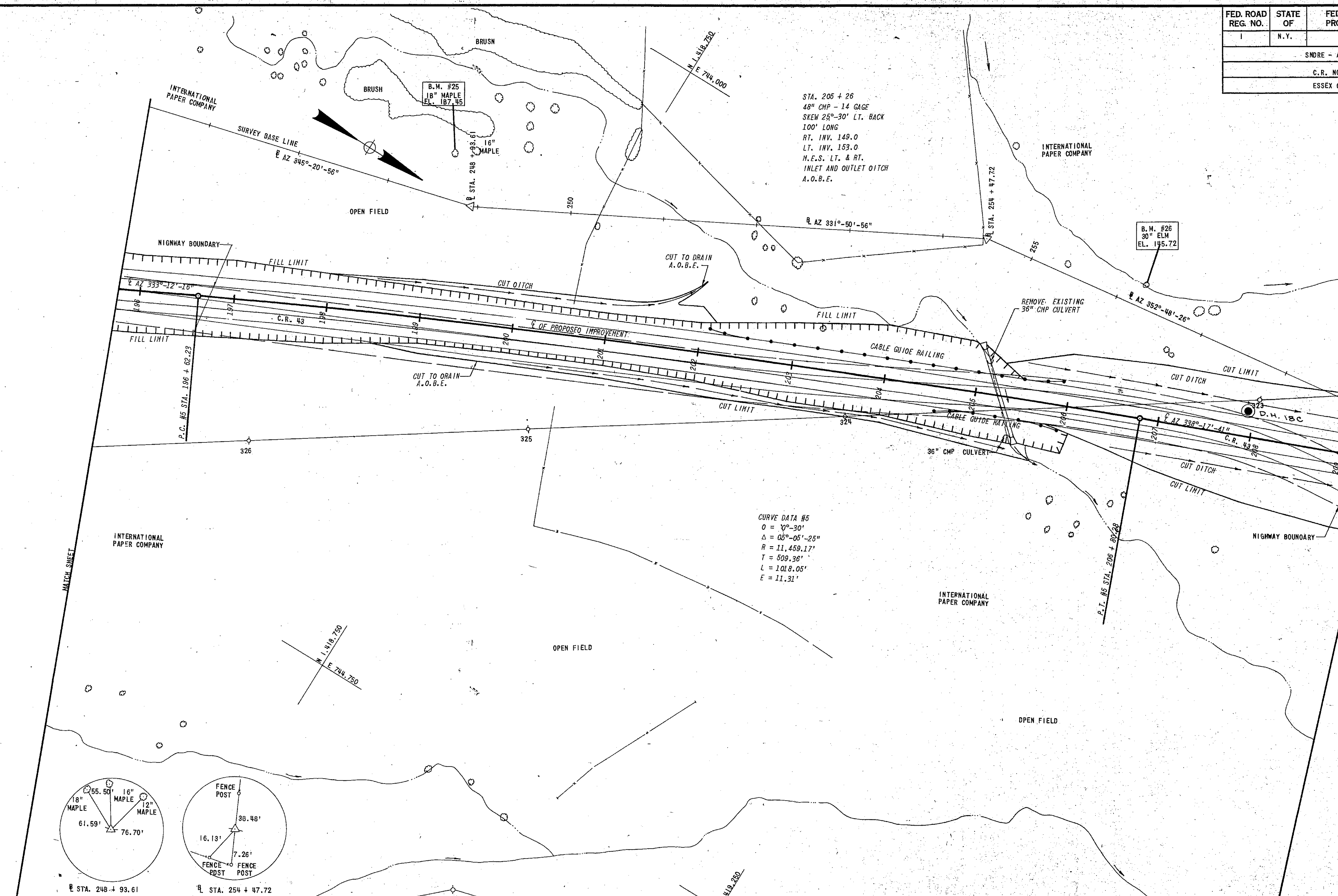
Q PROFILE - C. R. 43
 HORIZ.: 1" = 50'
 SCALE: VERT.: 1" = 10'



IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

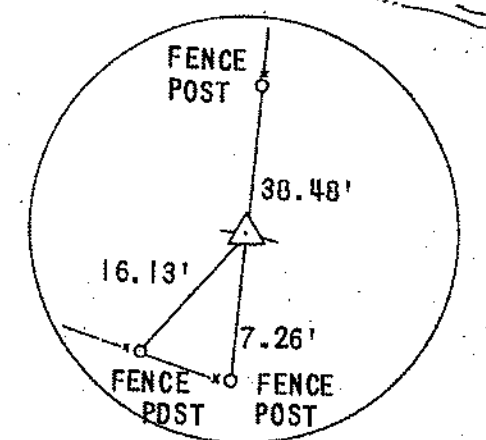
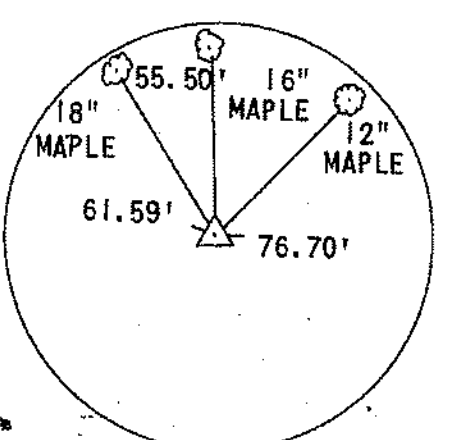
50 SCALE PROFILE STS. 183 + 00 TO STA. 196 + 00
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N. Y.
 N. Y. S. P. E.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.		9	
SNDRE - AIRPORT ROAD				
C.R. NO. 43				
ESSEX COUNTY				



STA. 205 + 26
 48" CMP - 14 GAGE
 SKEW 25°-30' LT. BACK
 100' LONG
 RT. INV. 149.0
 LT. INV. 153.0
 M.E.S. LT. & RT.
 INLET AND OUTLET DITCH
 A.O.B.E.

CURVE DATA #5
 Δ = 3°-30'
 Δ = 05°-05'-25"
 R = 11,459.17'
 T = 509.36'
 L = 1018.05'
 E = 11.31'



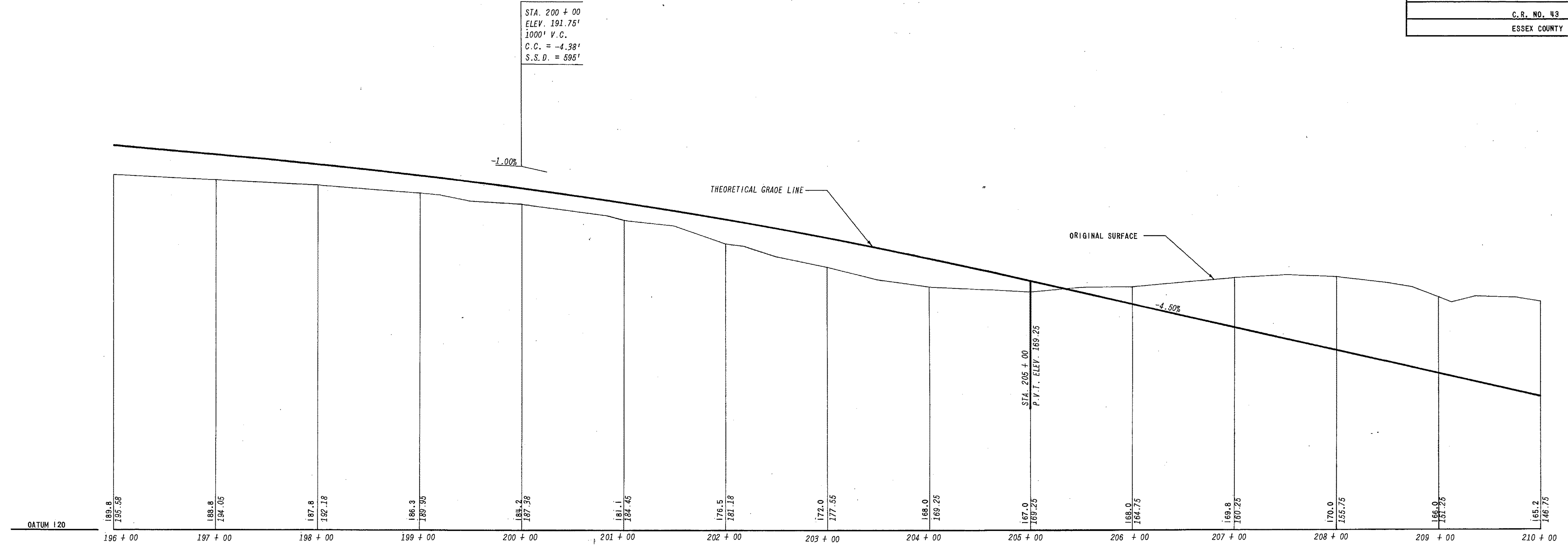
℄ STA. 248 + 93.61 ℄ STA. 254 + 47.72

50 SCALE PLAN ℄ STA. 195 + 77 TO ℄ STA. 209 + 36
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

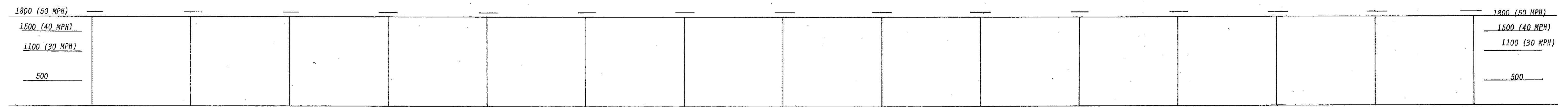
IN CHARGE OF COHNER
 DESIGNED BY GEBO
 TRACED BY POTTER

PLAN
 SCALE: 1" = 50'

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



E PROFILE - C. R. 43
 HORIZ.: 1" = 50'
 SCALE: VERT.: 1" = 10'



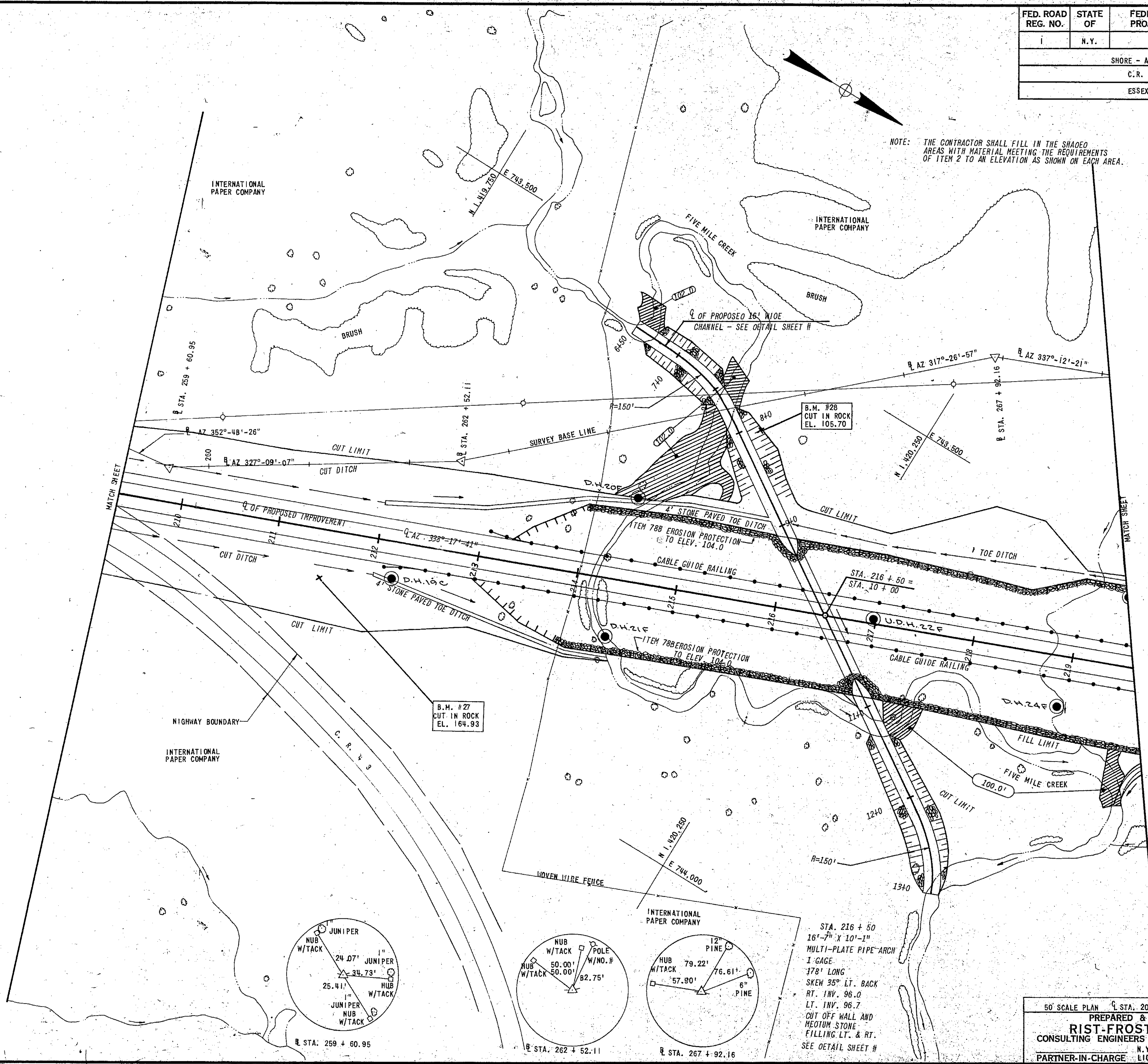
MINIMUM PASSING SIGHT DISTANCE CHART
 NOTE: SEE SHEET # FOR EXPLANATION

IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

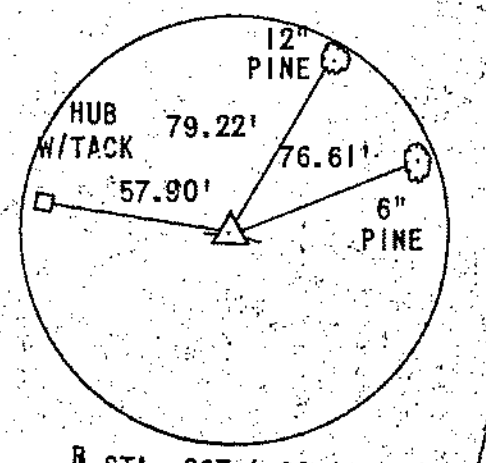
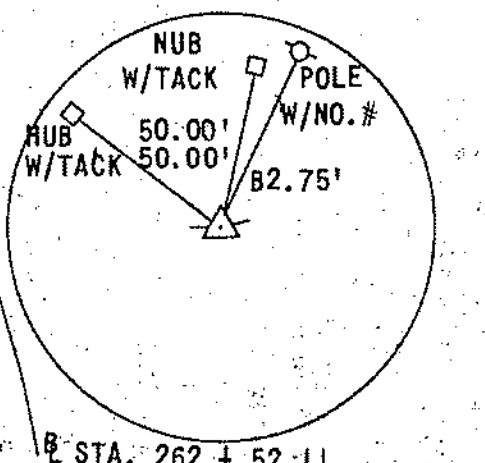
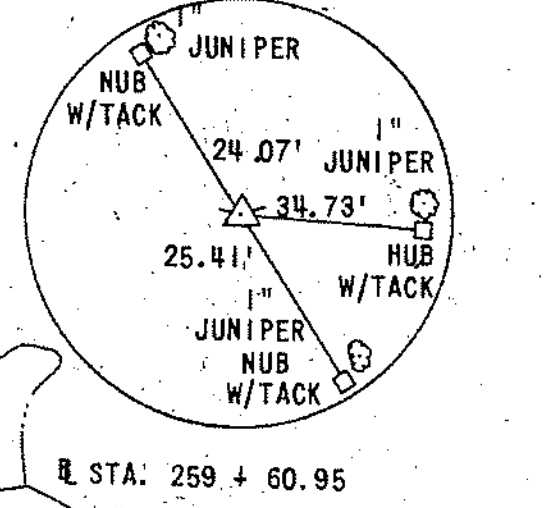
50 SCALE PROFILE: STA. 196+00 TO STA. 210+00
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 29869
 GLENS FALLS, N.Y.
 DATE

FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
i	N.Y.		8	
SHORE - AIRPORT, ROAD				
C.R. NO. 43				
ESSEX COUNTY				

NOTE: THE CONTRACTOR SHALL FILL IN THE SHADED AREAS WITH MATERIAL MEETING THE REQUIREMENTS OF ITEM 2 TO AN ELEVATION AS SHOWN ON EACH AREA.



IN CHARGE OF CONNER
 DESIGNED BY GEBO
 TRACED BY POTTER

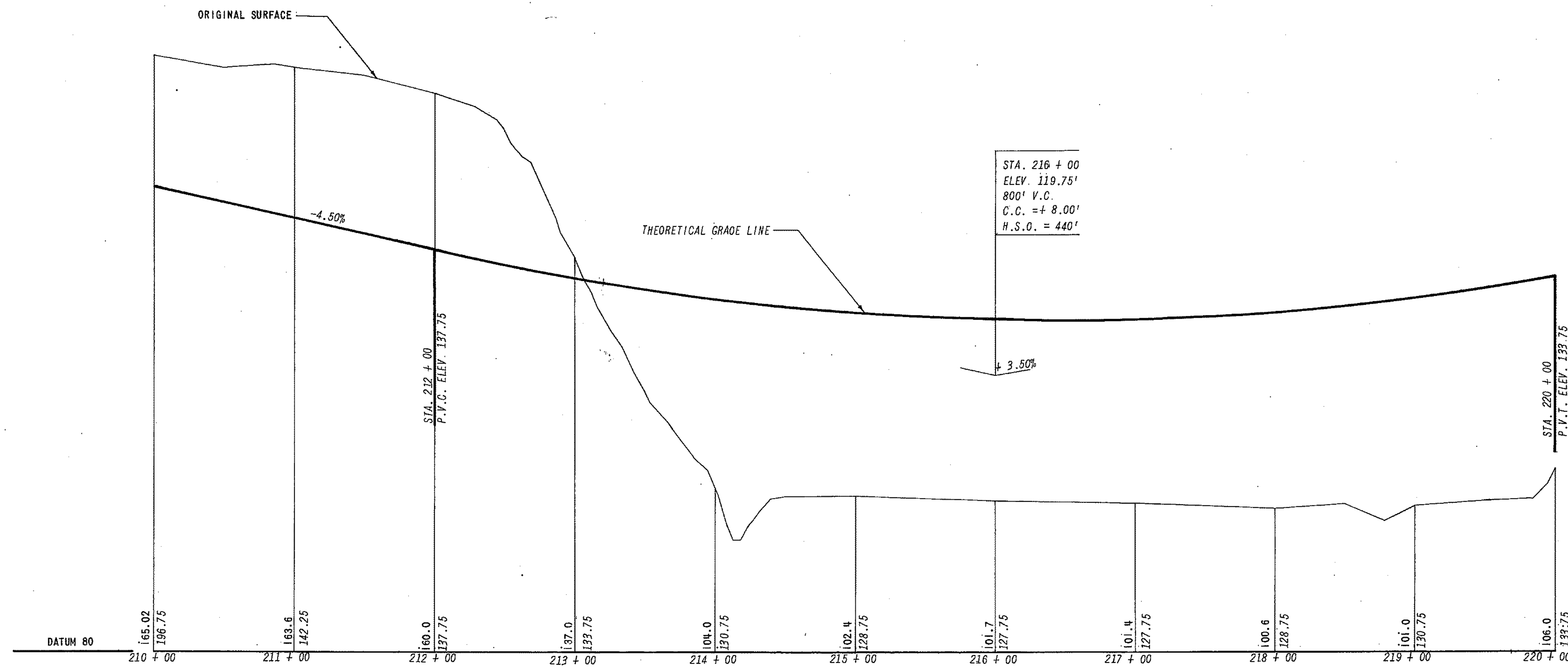


STA. 216 + 50
 16'-7\"/>

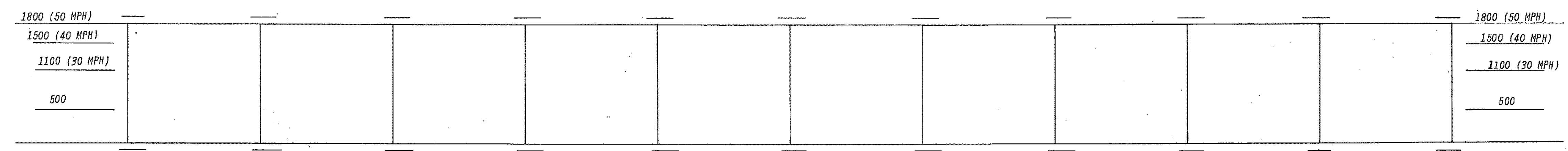
50' SCALE PLAN - STA. 209 + 36 TO STA. 273 + 65.
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 29889 DATE

PLAN
 SCALE: 1" = 50'

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



PROFILE - C.R. 43
 HORIZ.: 1" = 50'
 SCALE: VERT.: 1" = 10'

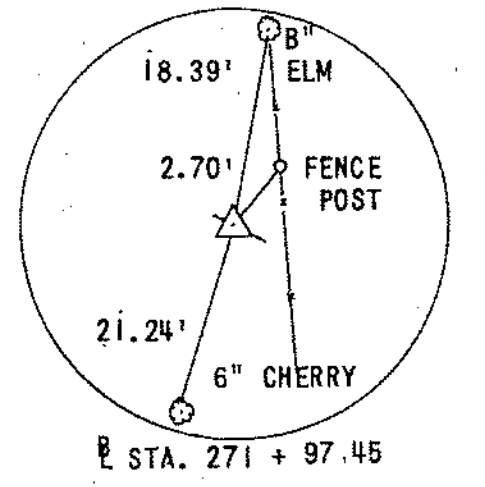
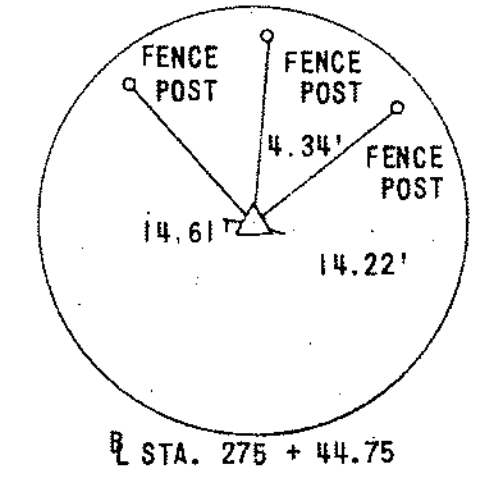
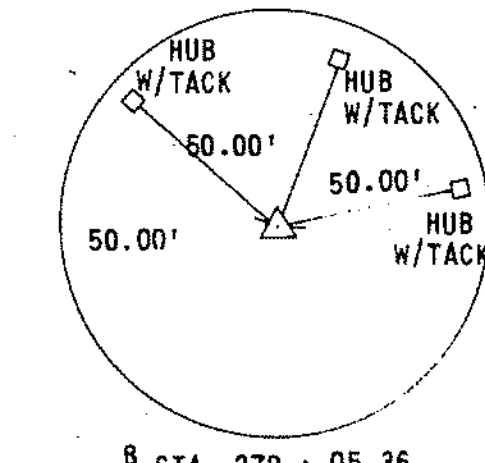


MINIMUM PASSING SIGHT DISTANCE GRAPH
 NOTE: SEE SHEET # FOR EXPLANATION

IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

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

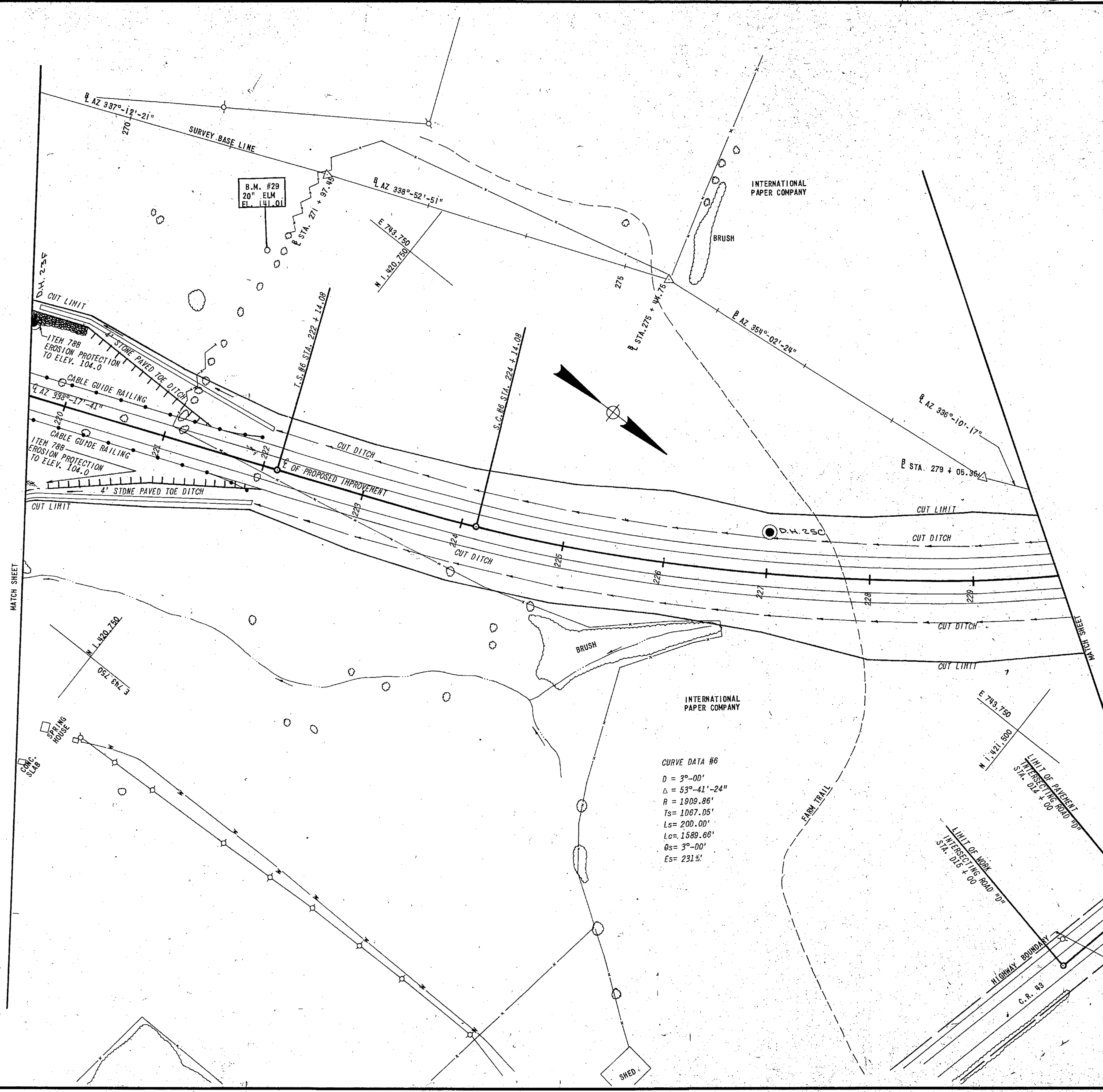
FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.			
SNORE - AIRPORT ROAD				
C. R. NO. 43				
ESSEX COUNTY				



CURVE DATA #6
 $D = 3^{\circ}-00'$
 $\Delta = 53^{\circ}-41'-24''$
 $R = 1909.86'$
 $Ts = 1067.05'$
 $Ls = 200.00'$
 $Lo = 1588.68'$
 $\theta_s = 3^{\circ}-00'$
 $Es = 231.5'$

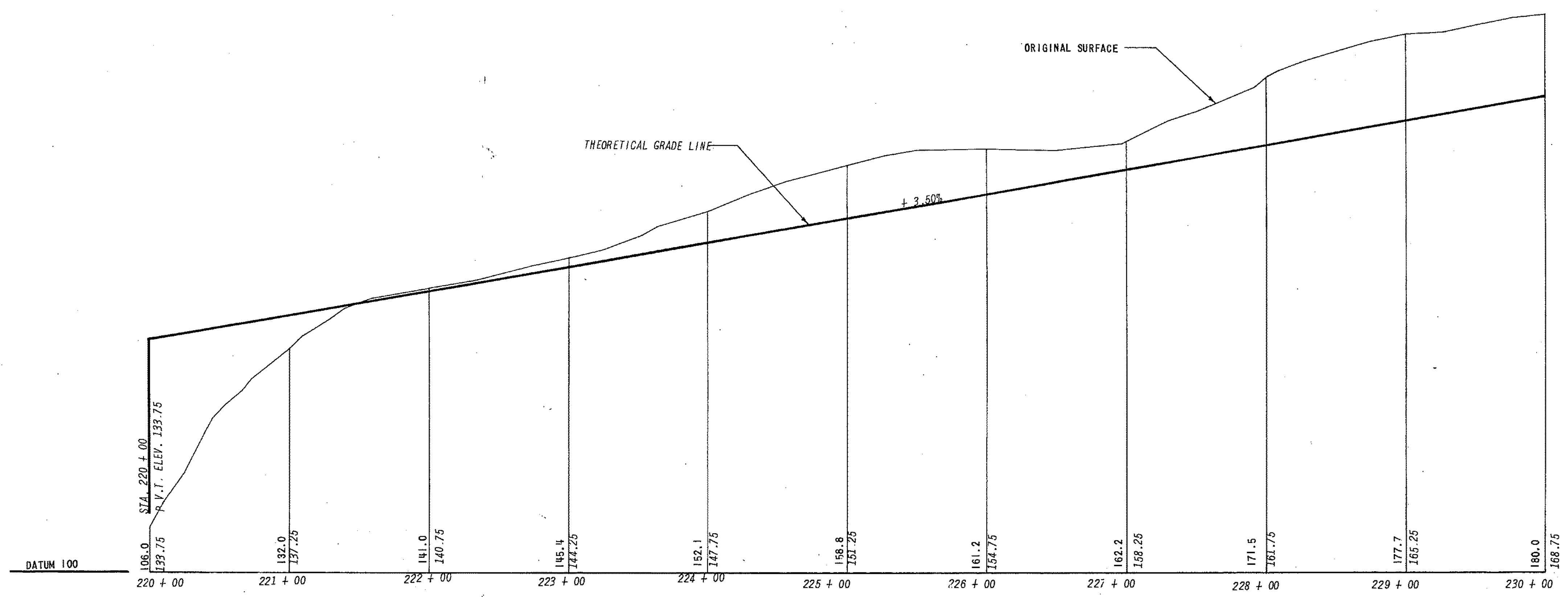
IN CHARGE OF CONNER
DESIGNED BY GEBO
TRACED BY POTTER

50 SCALE PLAN E STA. 219 + 65 TO STA. E STA. 229 + 85
PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N.Y.
N.Y.S. P.E.
PARTNER-IN-CHARGE LIC. NO. 29869 DATE

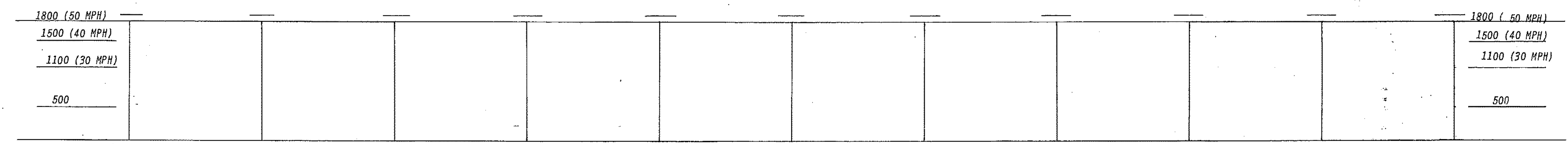


PLAN
SCALE: 1" = 50'

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



PROFILE - C. R. 43
 HORIZ. : 1" = 50'
 SCALE: VERT. : 1" = 10'

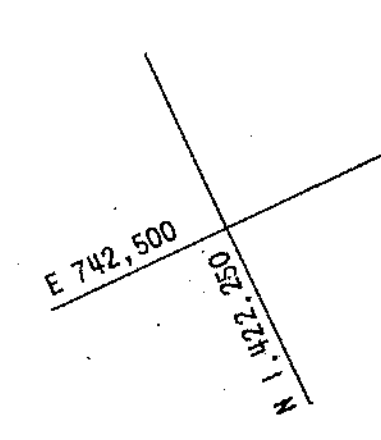
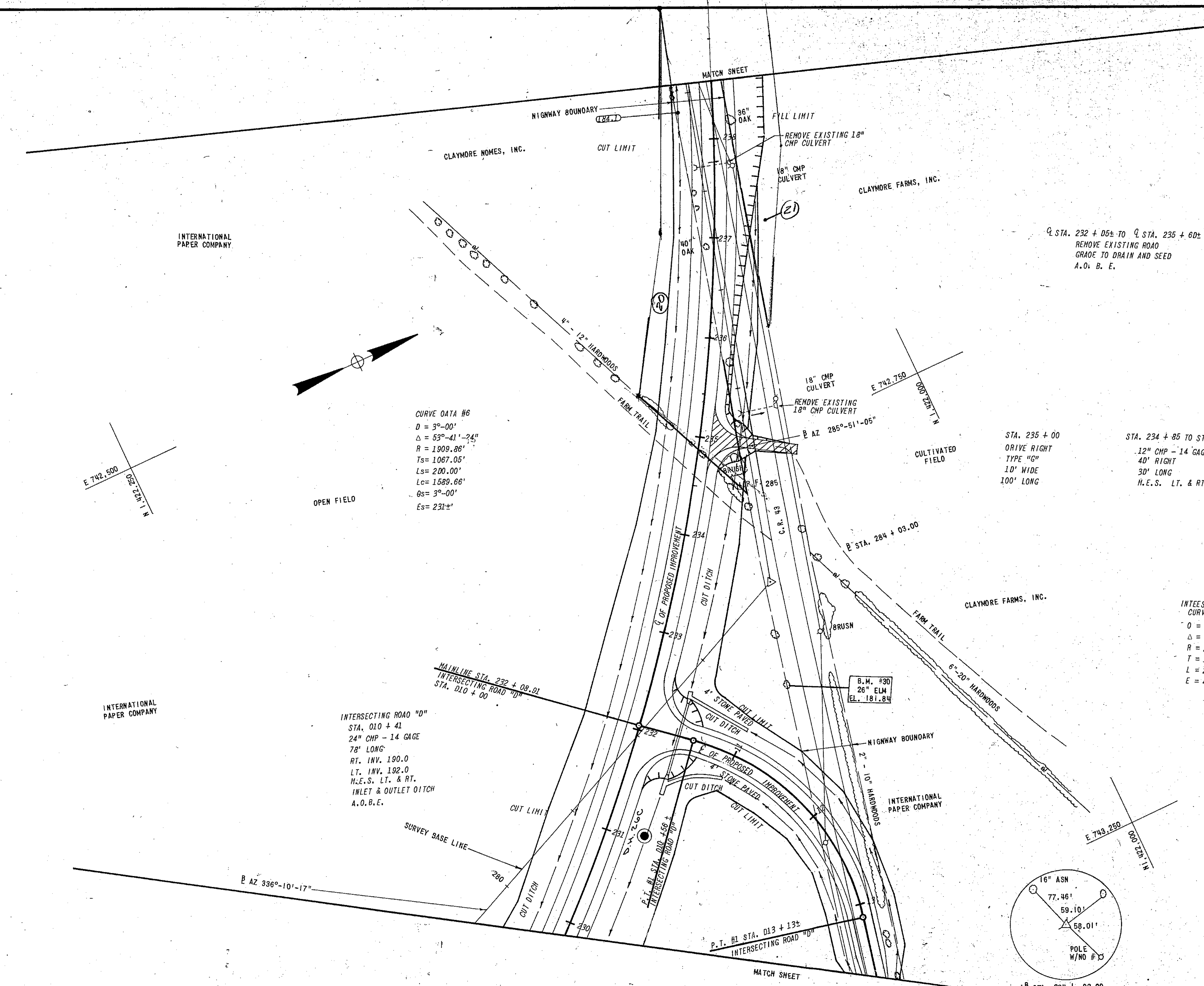


MINIMUM PASSING SIGHT DISTANCE GRAPH
 NOTE: SEE SHEET # FOR EXPLANATION

IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

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

FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.		6	
SHORE - AIRPORT ROAD				
C.R. NO. 43				
ESSEX COUNTY				



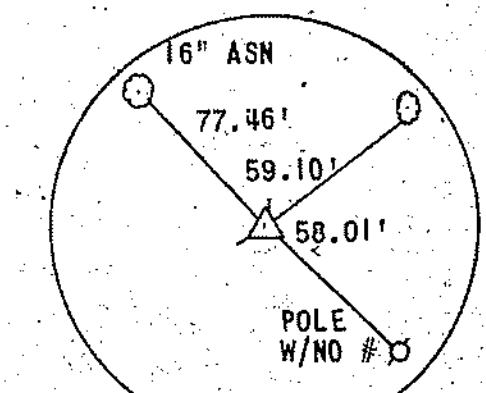
CURVE DATA #6
 D = 3°-00'
 Δ = 53°-41'-24"
 R = 1909.86'
 Ts = 1067.05'
 Ls = 200.00'
 Lc = 1589.66'
 Os = 3°-00'
 Es = 231±'

INTERSECTING ROAD "D"
 STA. 010 + 41
 24" CMP - 14 GAGE
 78' LONG
 RT. INV. 190.0
 LT. INV. 192.0
 H.E.S. LT. & RT.
 INLET & OUTLET DITCH
 A.O.B.E.

STA. 235 + 00
 DRIVE RIGHT
 TYPE "G"
 10' WIDE
 100' LONG

STA. 234 + 85 TO STA. 235 + 15
 12" CMP - 14 GAGE
 40' RIGHT
 30' LONG
 H.E.S. LT. & RT.

INTERSECTING ROAD "D"
 CURVE DATA #1
 D = 24°-00'
 Δ = 62°±
 R = 238.73'
 T = 143±'
 L = 257±'
 E = 40±'

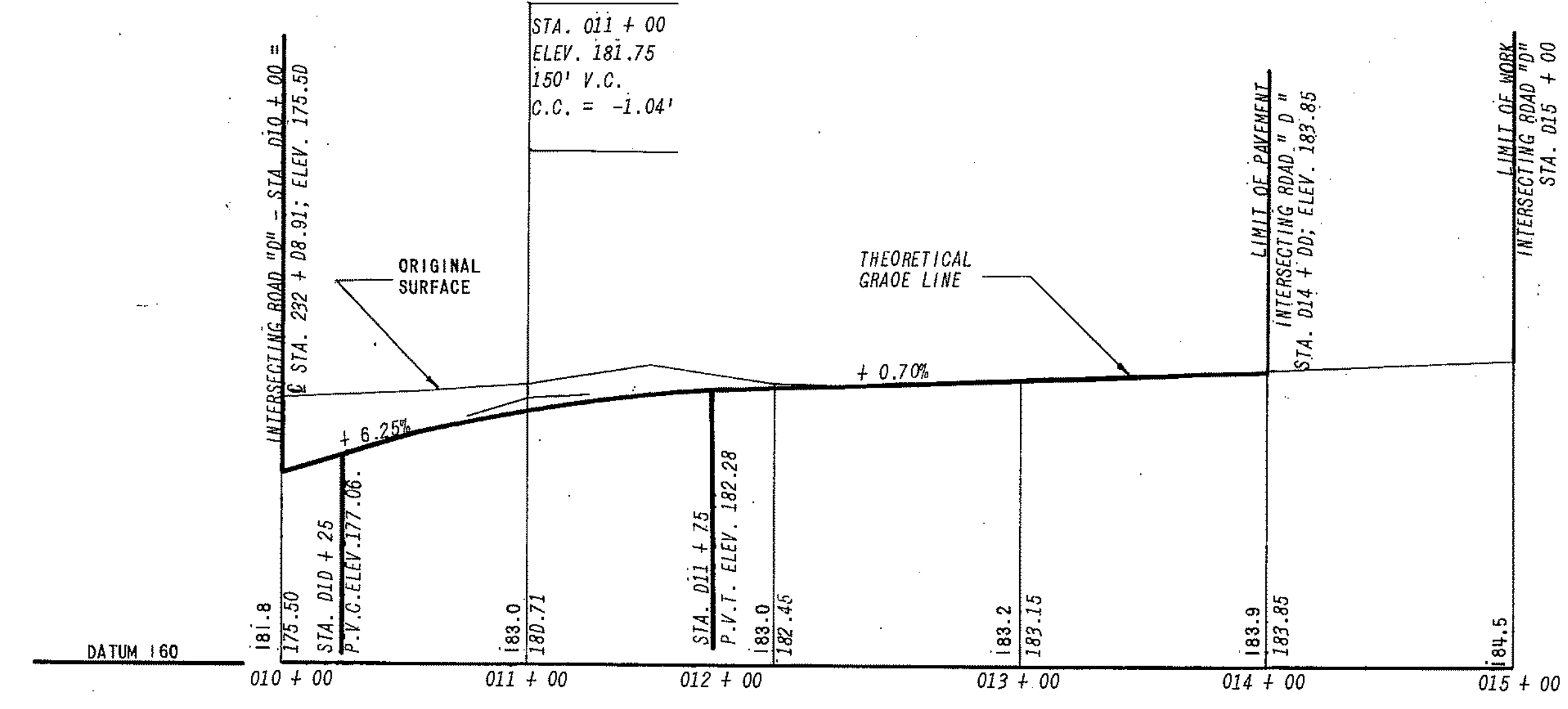


PLAN
 SCALE: 1" = 50'

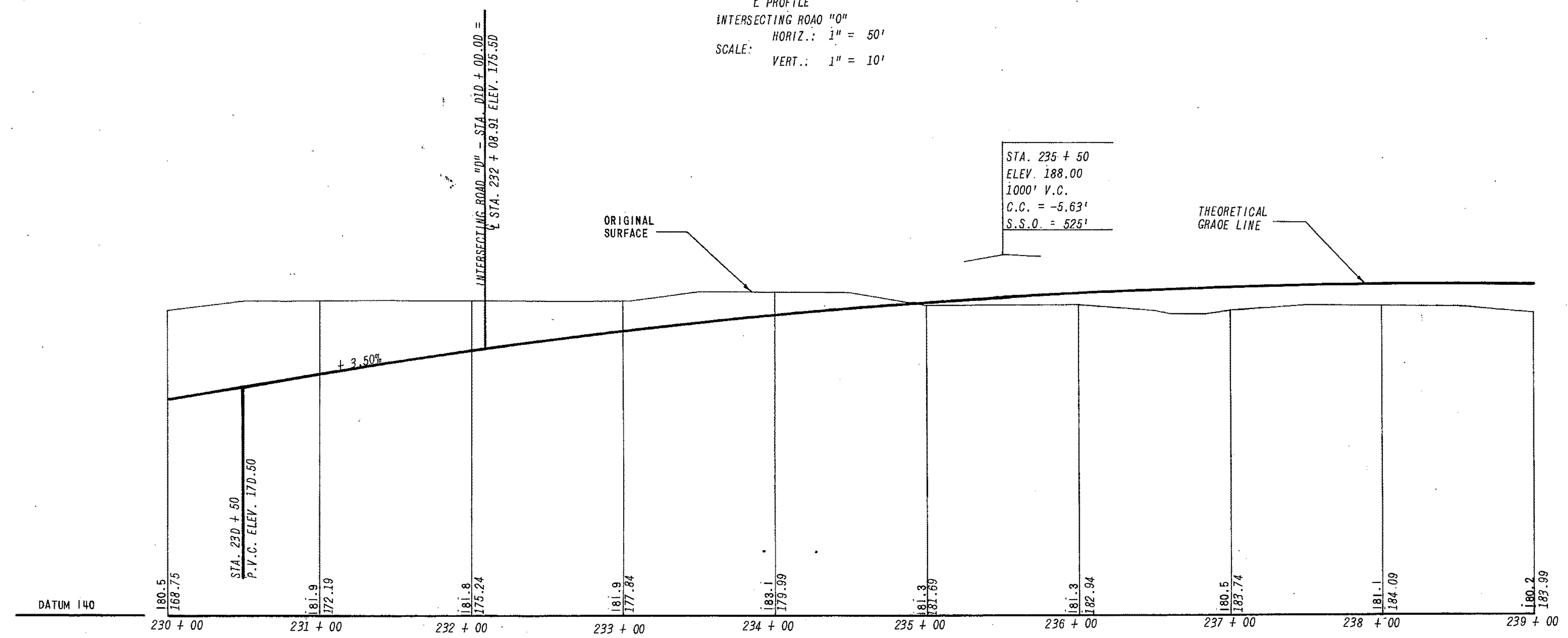
IN CHARGE OF GILBERT
 DESIGNED BY GEBO
 TRACED BY POTTER

50 SCALE PLAN STA. 229 + 85 TO STA. 238 + 58
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS
 GLENS FALLS, N.Y.
 P.E., L.S.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

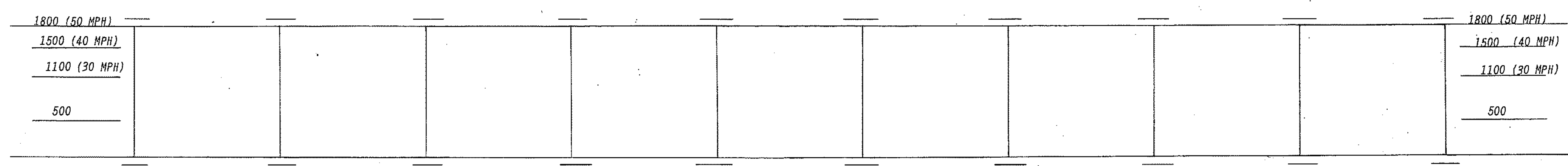
FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.			
SHORE - AIRPORT ROAD				
C.R. NO. 43				
ESSEX COUNTY				



PROFILE
 INTERSECTING ROAD "D"
 HORIZ.: 1" = 50'
 SCALE: VERT.: 1" = 10'



PROFILE - C.R. 43
 HORIZ.: 1" = 50'
 SCALE: VERT.: 1" = 10'

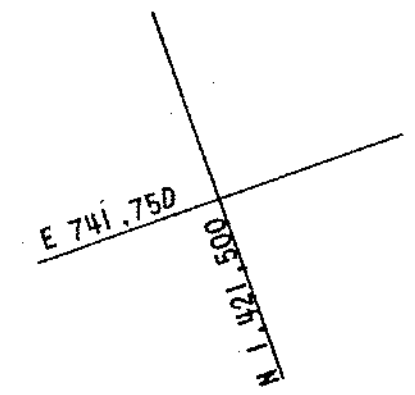
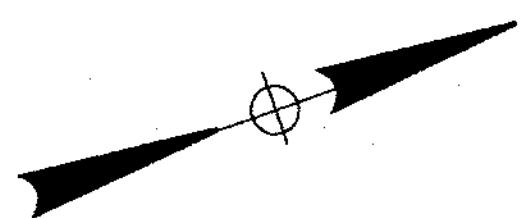


MINIMUM PASSING SIGHT DISTANCE GRAPH
 NOTE: SEE SHEET # FOR EXPLANATION

IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

50' SCALE PROFILE STA. 230 + 00 TO STA. 239 + 00 & INT. ROAD "D"
 STA. 010 + 00 TO STA. 015 + 00
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

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

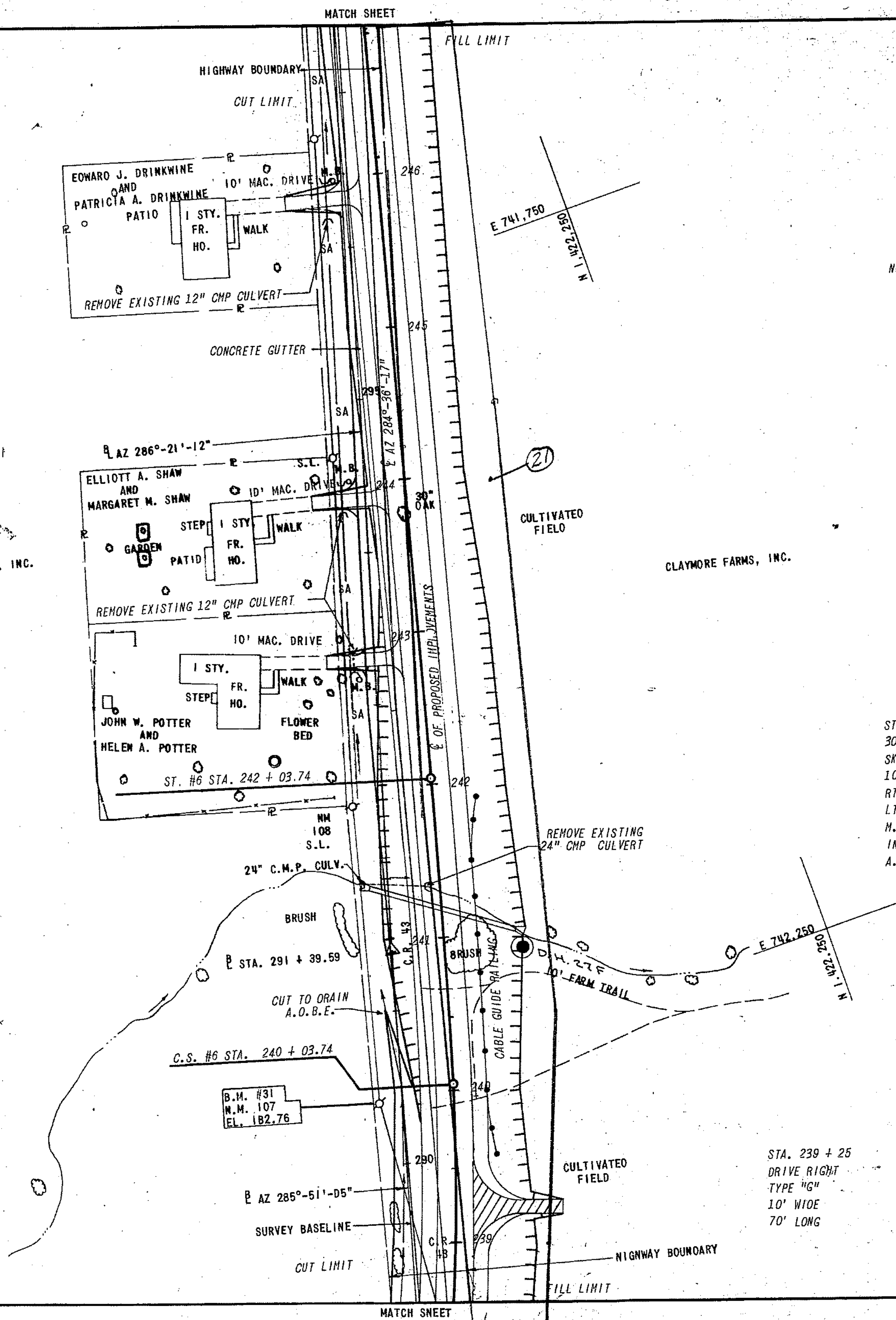


STA. 245 + 85
DRIVE LEFT
TYPE "M"
10' WIDE
60' LONG

STA. 243 + 87
DRIVE LEFT
TYPE "M"
10' WIDE
60' LONG

STA. 242 + 85
DRIVE LEFT
TYPE "M"
10' WIDE
60' LONG

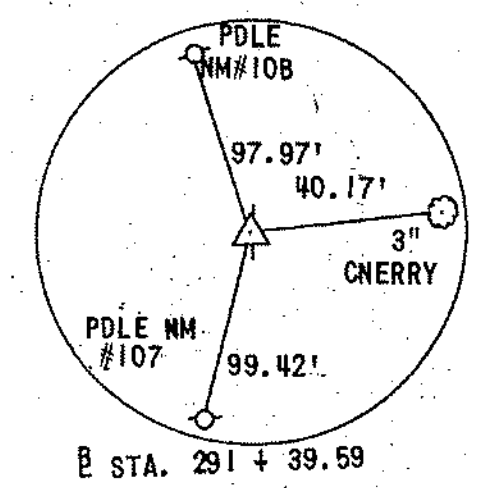
CURVE DATA #6
O = 3°-00'
Δ = 53°-41'-24"
R = 1909.86'
Ts = 1067.05'
Ls = 200.00'
Lc = 1589.86'
θ = 3°-00'
Es = 231 ±'



NOTES:
THE CONTRACTOR SHALL PLACE CONCRETE GUTTER - ITEM 98X FROM STA. 242 + 58 LEFT TO STA. 246 + 99 LEFT. SEE TYPICAL SECTIONS #9 AND #10 FOR DETAILS

STA. 241 + 19
30" CMP - 14 GAGE
SKEW 19°-30' RT. BACK
100' LONG
RT. INV. 168.5
LT. INV. 171.5
M.E.S. LT. & RT.
INLET & OUTLET DITCH
A.O.B.E.

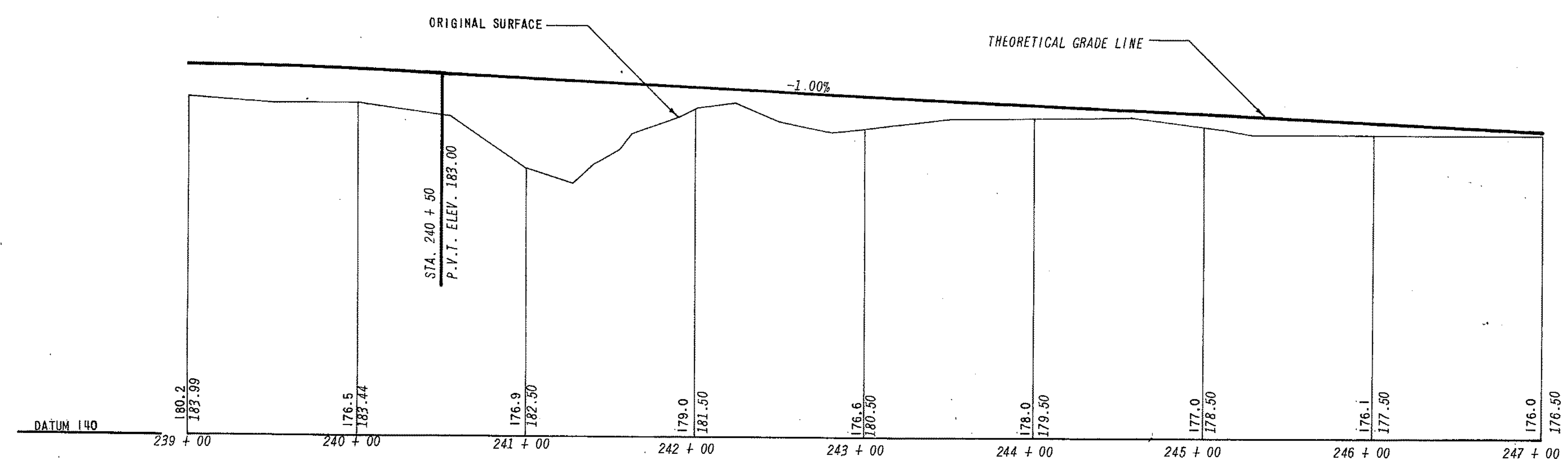
STA. 239 + 25
DRIVE RIGHT
TYPE "G"
10' WIDE
70' LONG



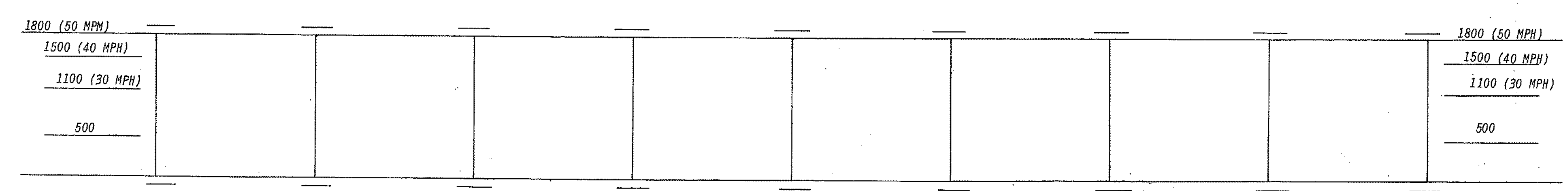
IN CHARGE OF CONNER
DESIGNED BY GEDO
TRACED BY POTTER

PLAN
SCALE: 1" = 50'
60 SCALE PLAN STA. 238 + 58 TO STA. 246 + 99
PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N.Y.
P.E., L.S.
PARTNER-IN-CHARGE LIC. NO. 29869 DATE

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



PROFILE - C. R. 43
 SCALE: HORIZ.: 1" = 50'
 VERT.: 1" = 10'



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

IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

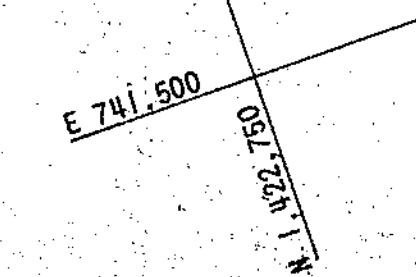
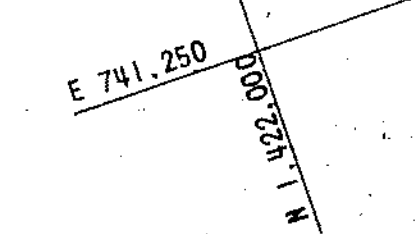
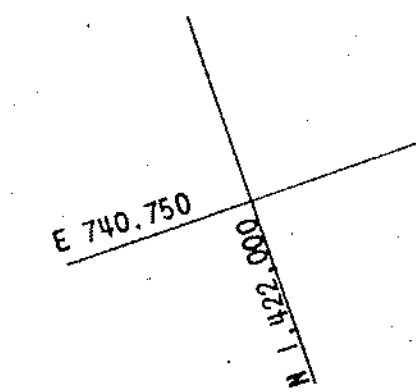
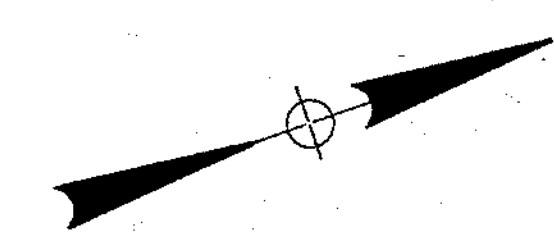
50 SCALE PROFILE STA. 239 + 00 TO STA. 247 + 00
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N. Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

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

Mrs. Quinn
Allen Bros.
Ballston Falls, N.Y.
(Orchard)

NOTE:
 THE CONTRACTOR SHALL PLACE CONCRETE GUTTER-ITEM 98X FROM STA. 246 + 99 LEFT TO STA. 250 + 63 LEFT AND 250 + 50 RIGHT TO STA. 252 + 50 RIGHT. SEE TYPICAL SECTIONS #9 AND #10 FOR DETAILS.

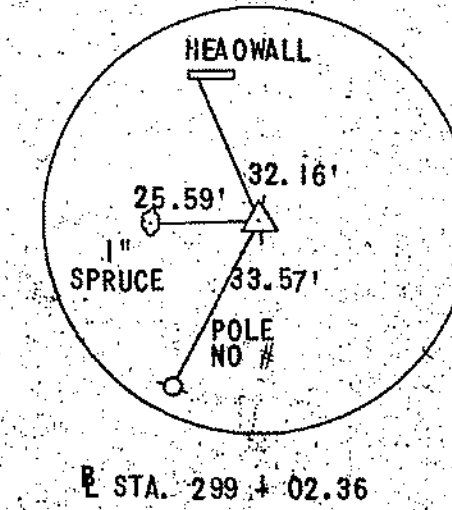
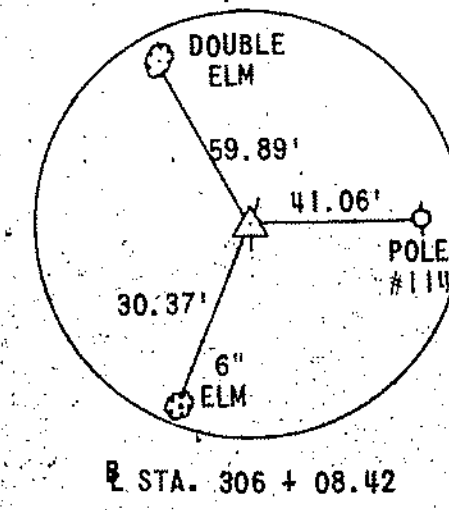
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STA. 249 + 70
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 50' LONG

STA. 248 + 97
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 50' LONG
 CLAYMORE HOMES, INC.

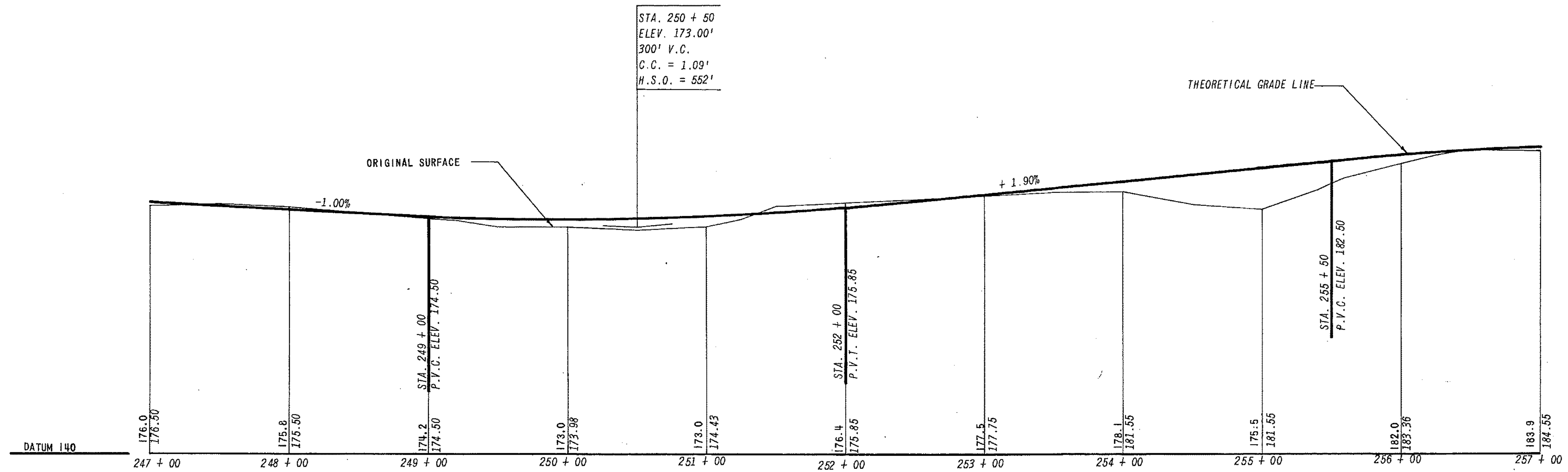
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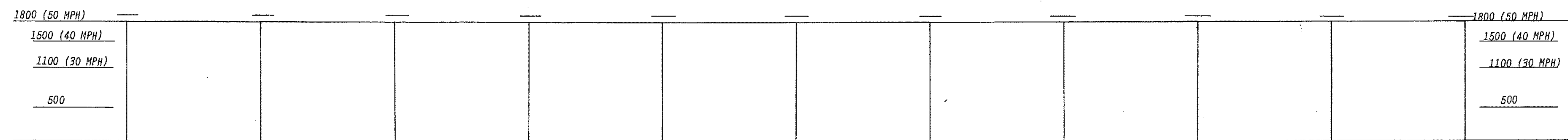
IN CHARGE OF CONNOR
 DESIGNED BY GE80 *GEV*
 TRACED BY G. BESWICK

50 SCALE PLAN STA. 248 + 99 TO STA. 256 + 90
 PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
 CONSULTING ENGINEERS GLENS FALLS, N.Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE L.I.C. NO. 23869 DATE

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



PROFILE - C.R. 43
 HORIZ.: 1" = 50'
 SCALE: VERT.: 1" = 10'

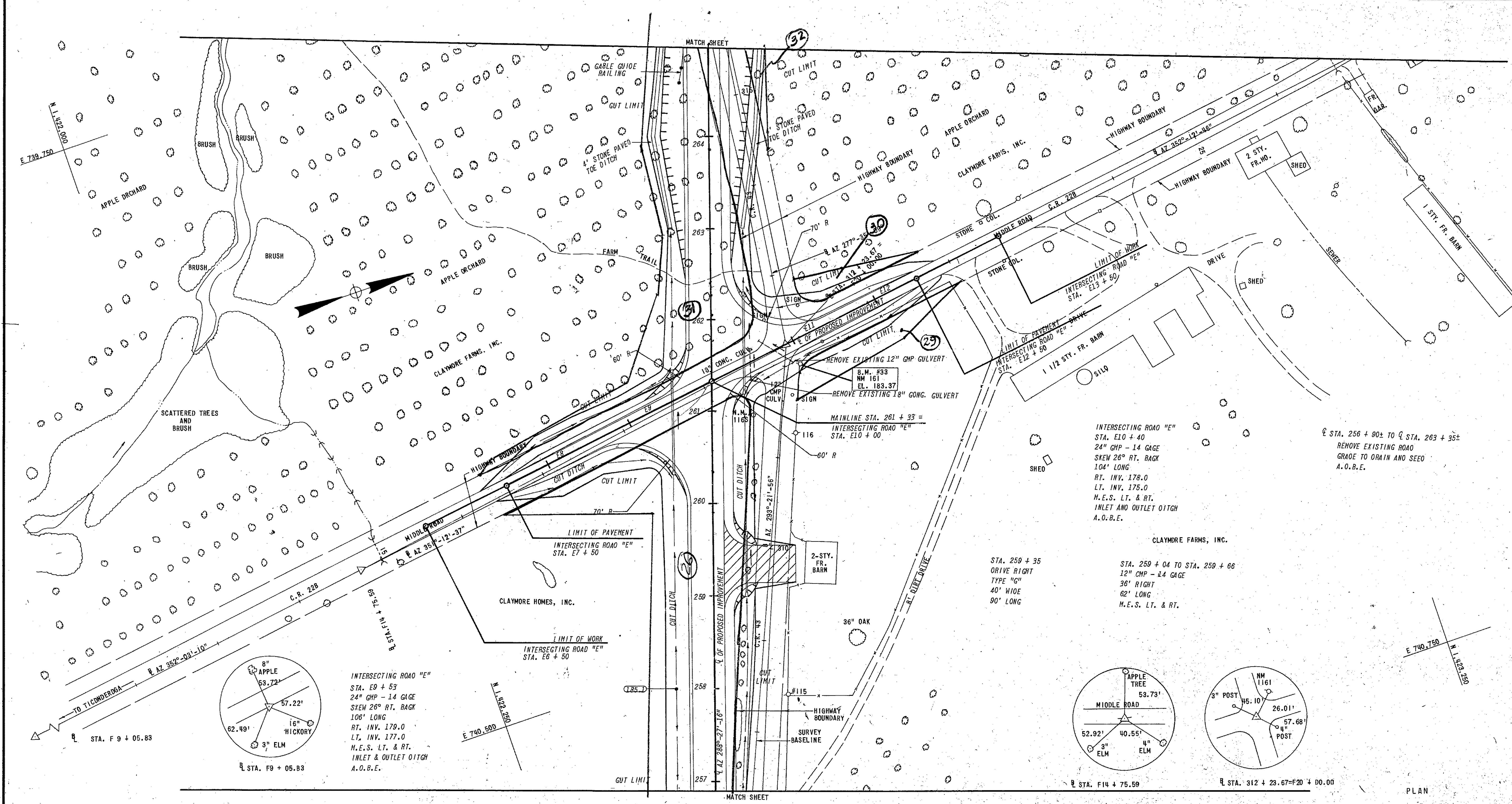


MINIMUM PASSING SIGHT DISTANCE GRAPH
 NOTE: SEE SHEET # FOR EXPLANATION

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 GLENS FALLS, N.Y.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE L.I.C. NO. 29869 DATE

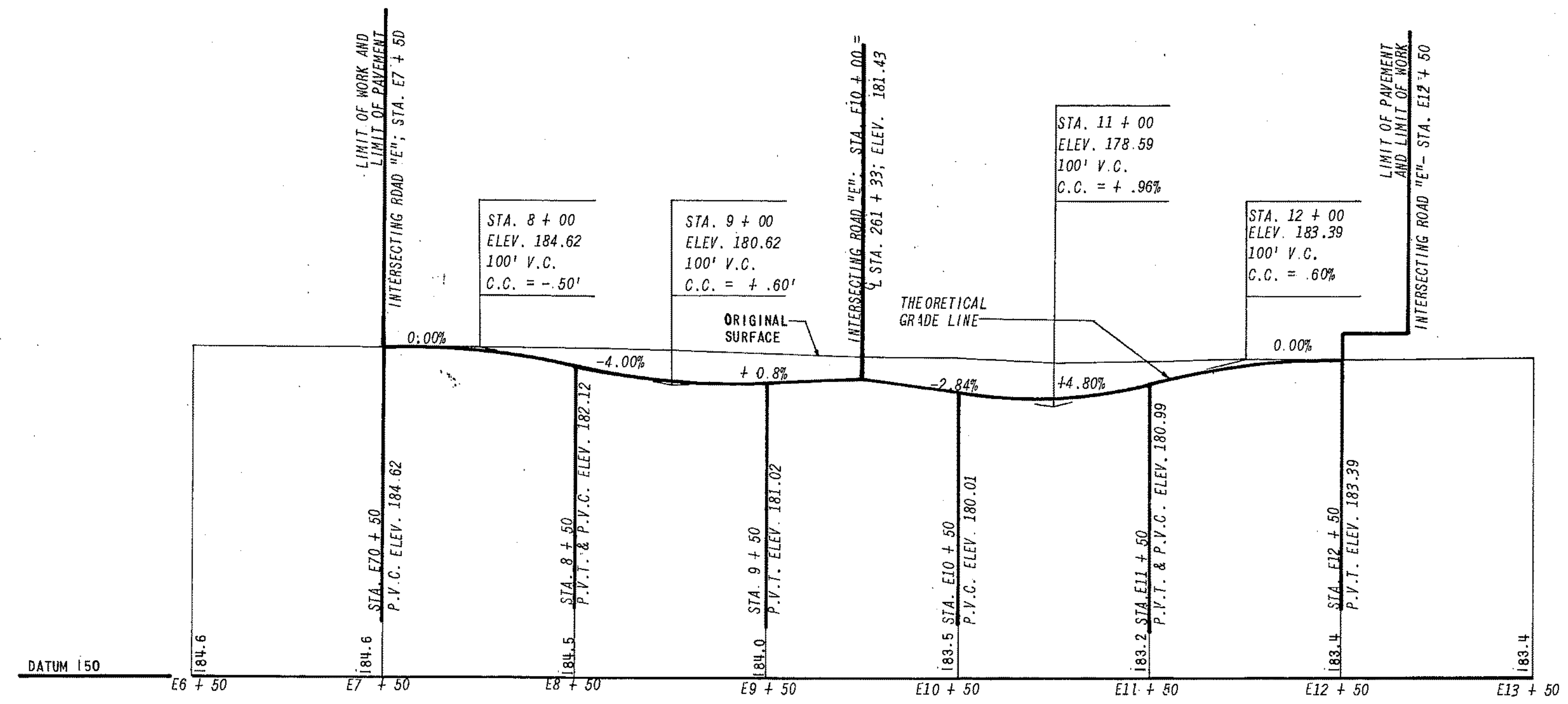
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1	N.Y.		3	
SHORE - AIRPORT ROAD				
C. R. NO. 43				
ESSEX COUNTY				



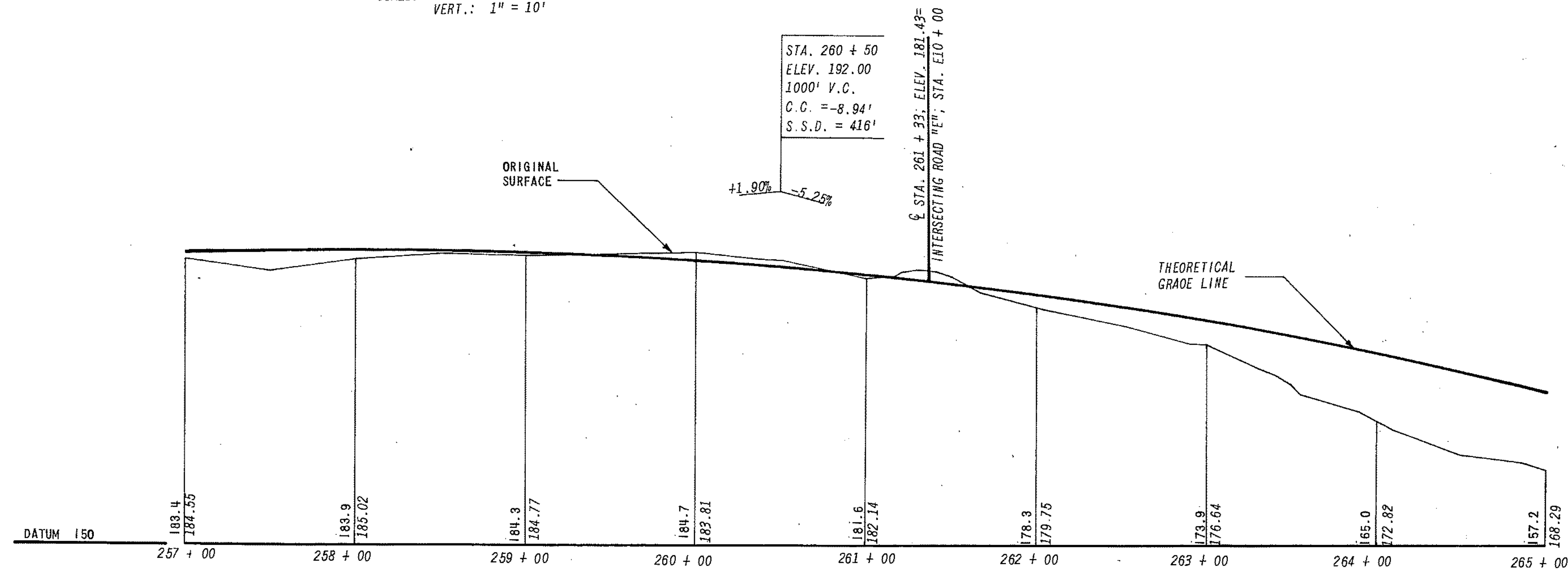
IN CHARGE OF CONNER
DESIGNED BY GERO
TRACED BY POTTER

50 SCALE PLAN STA. 256 + 90 TO STA. 264 + 95
PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N. Y.
PARTNER-IN-CHARGE N.Y.S. P.E. DATE:
L.I.C. NO. 29869

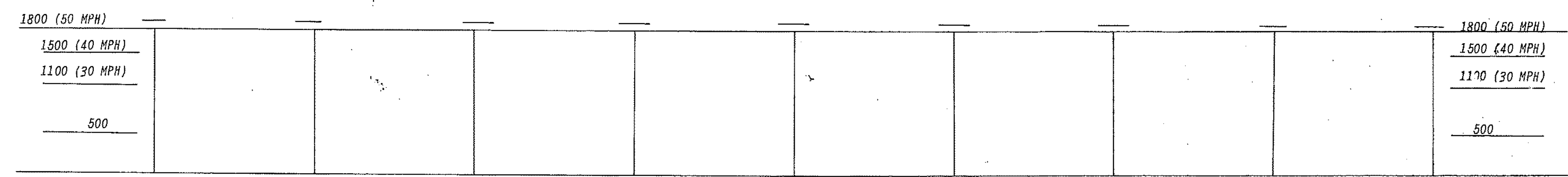
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I	N.Y.			
SNORE - AIRPORT ROAD				
C. R. NO. 43				
ESSEX COUNTY				



PROFILE
 INTERSECTING ROAD "E"
 HORIZ.: 1" = 50'
 SCALE: VERT.: 1" = 10'



PROFILE - C.R. 43
 HORIZ.: 1" = 50'
 SCALE: VERT.: 1" = 10'



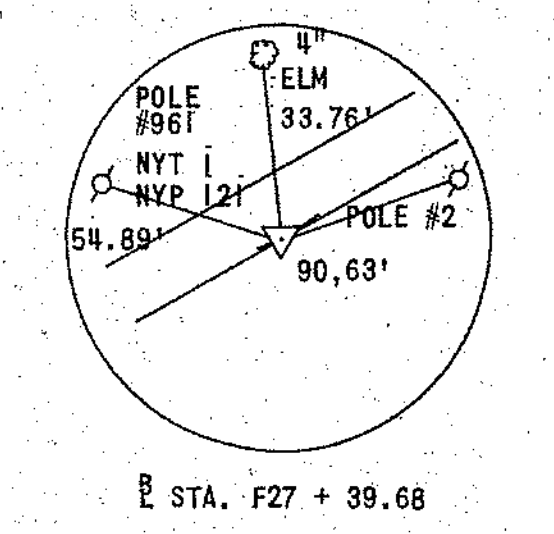
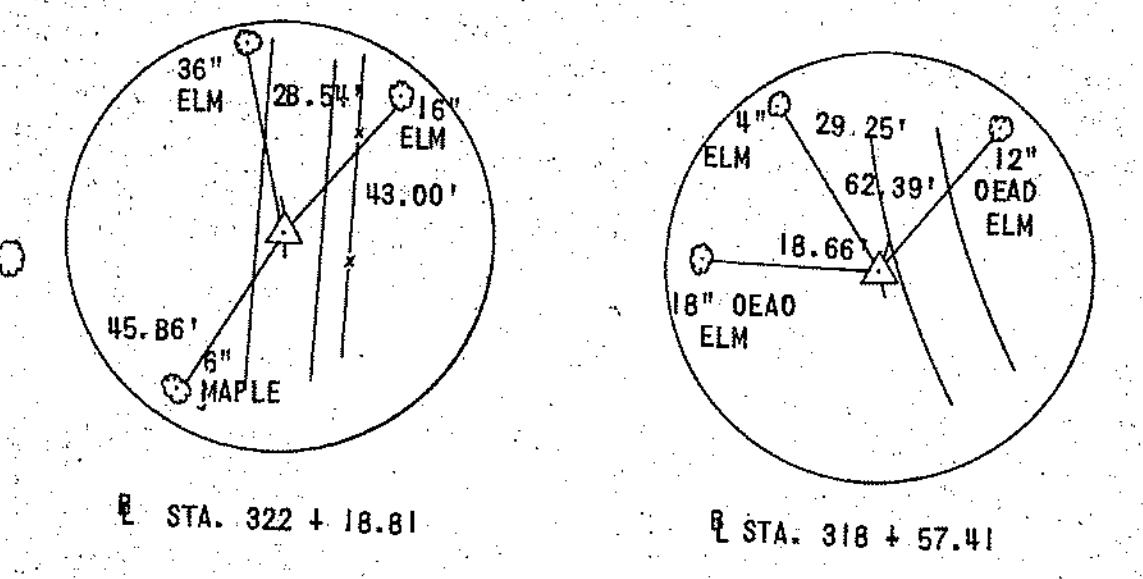
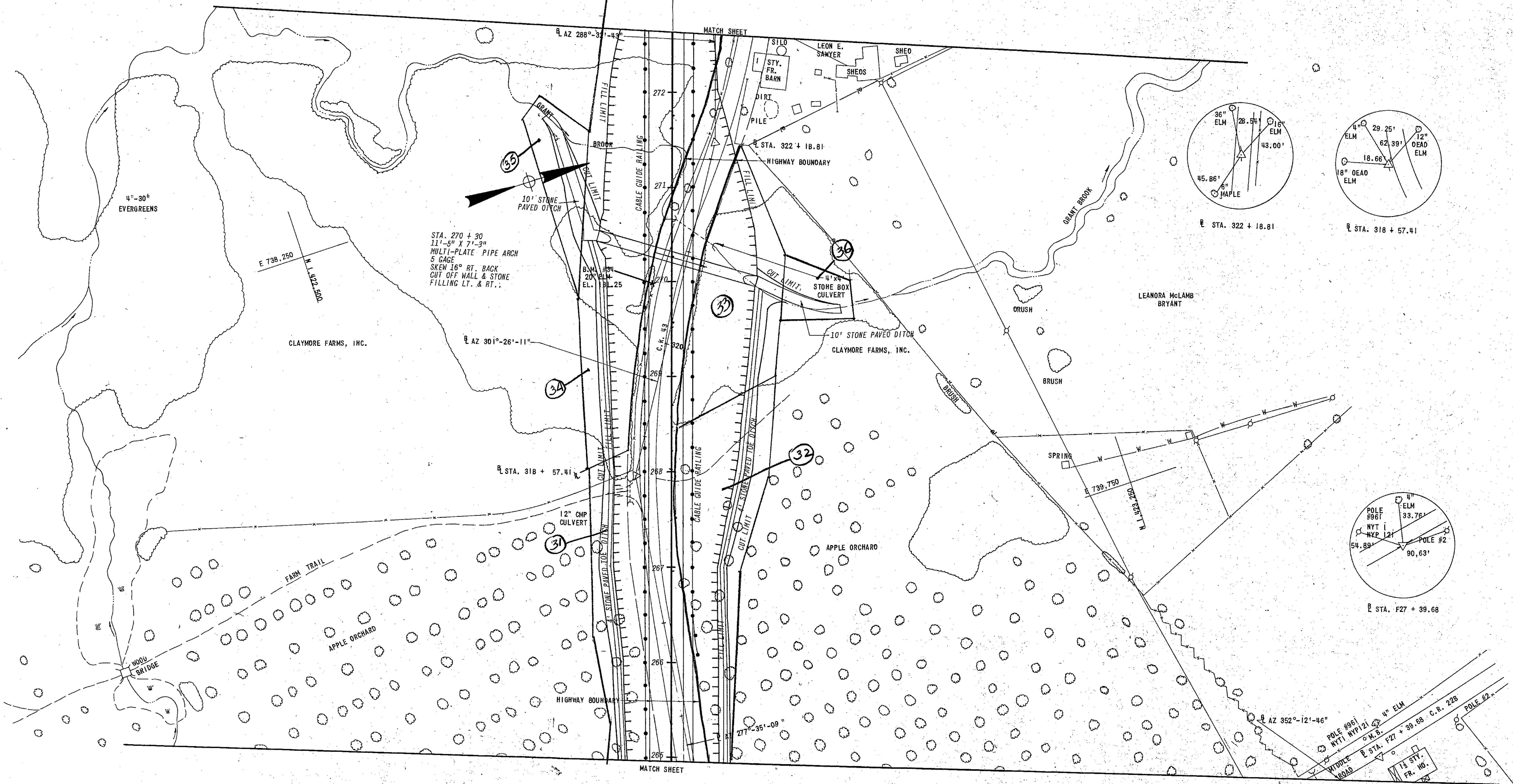
MINIMUM PASSING SIGHT DISTANCE GRAPH

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 GLENS FALLS, N.Y.
 PARTNER-IN-CHARGE N.Y.S. P.E. LIC. NO. 29869 DATE

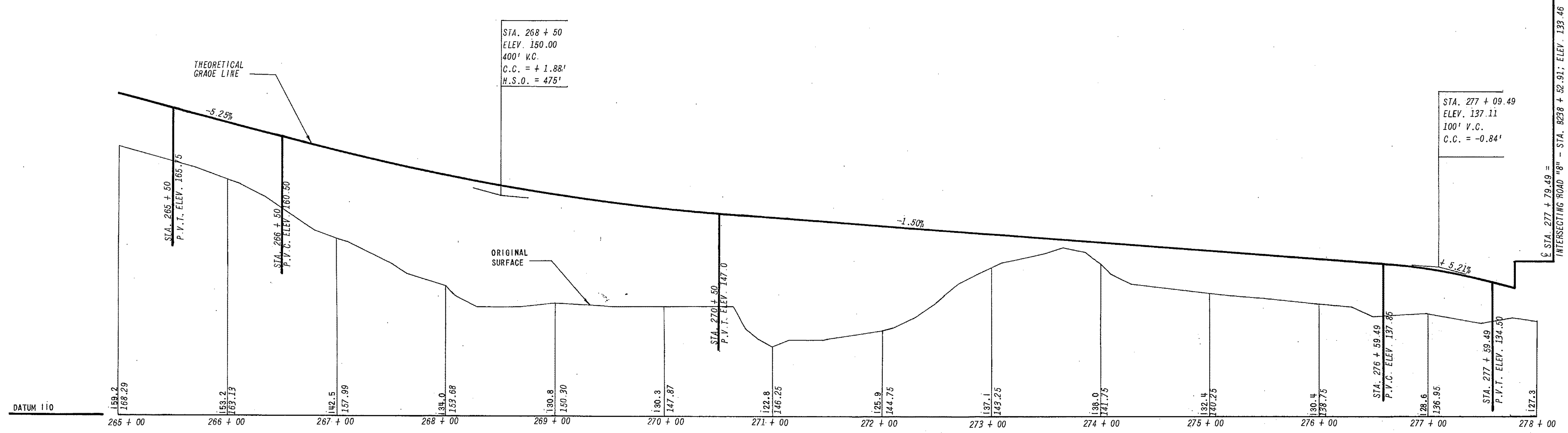
FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
	N.Y.			
SHORE - AIRPORT ROAD				
C.R. NO. 43				
ESSEX COUNTY				



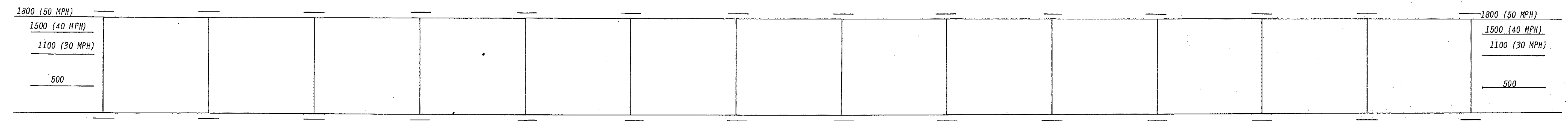
IN CHARGE OF CONNER
DESIGNED BY GEBO
TRACED BY POTTER

50 SCALE PLAN STA. 264 + 95 TO STA. 272 + 62.
PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N.Y.
PARTNER-IN-CHARGE: LIC. NO.: 29869 DATE

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



PROFILE - C. R. 43
 HORIZ.: 1" = 50'
 SCALE: VERT.: 1" = 10'



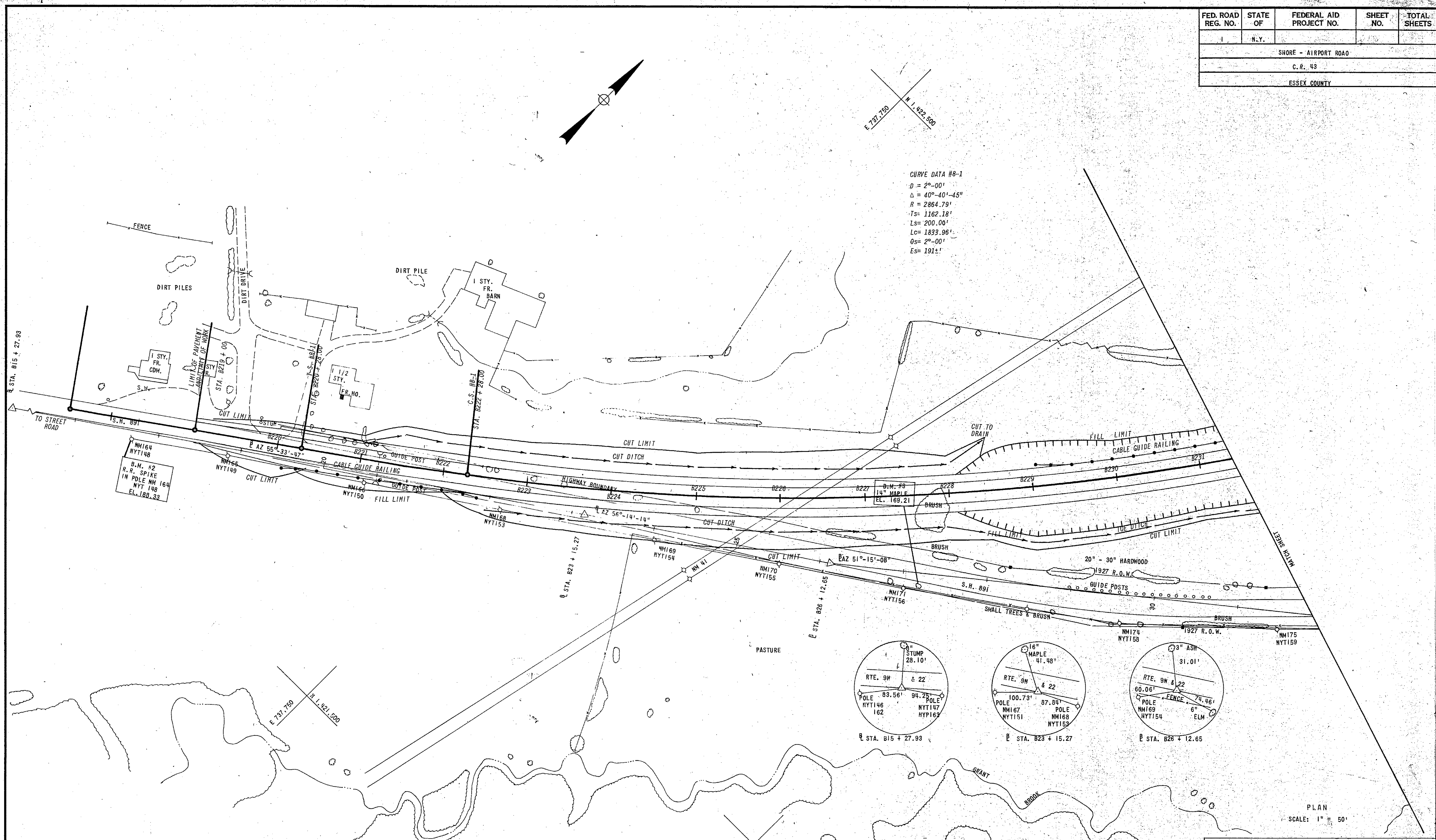
MINIMUM PASSING SIGHT DISTANCE GRAPH
 NOTE: SEE SHEET # FOR EXPLANATION

IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY POTTER

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

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

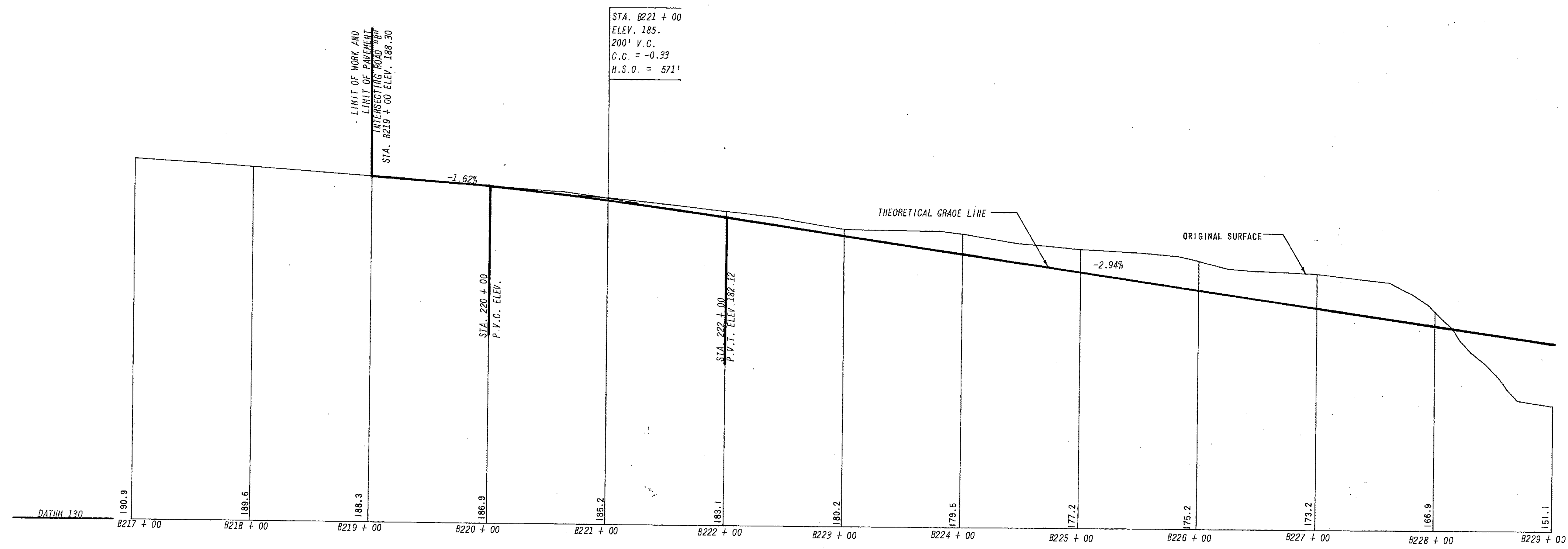
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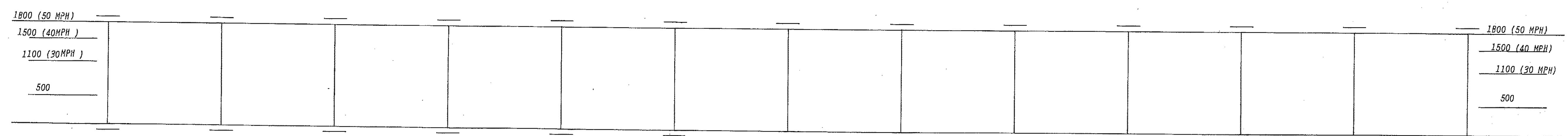
IN CHARGE OF _____
 DESIGNED BY _____
 TRACED BY _____

PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS
 GLENS FALLS, N. Y.
 PARTNER-IN-CHARGE _____ DATE _____

FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.			
TICONDEROGA - CROWN POINT, PART 1				
S.N. NO. 891				
ESSEX COUNTY				



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

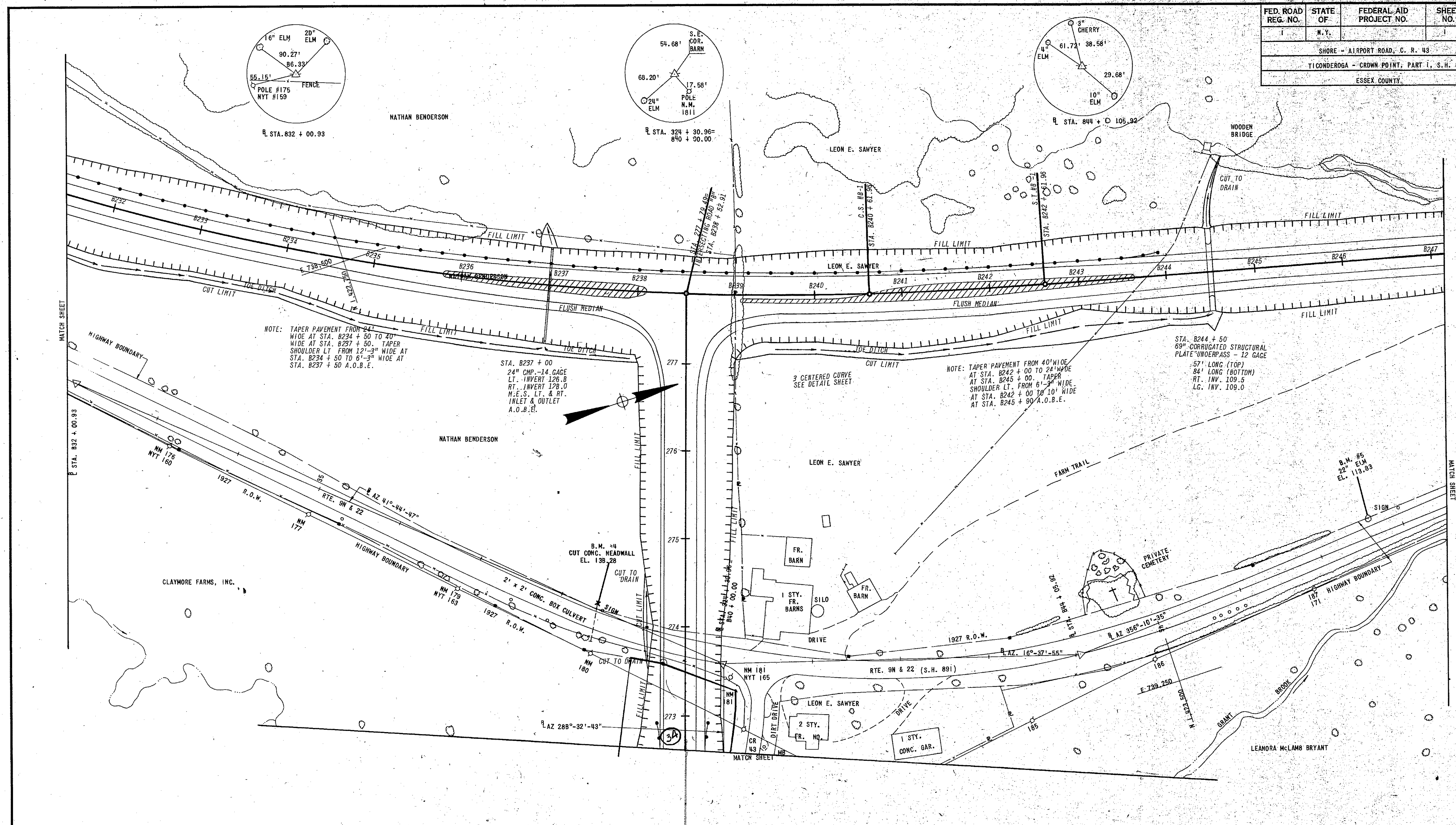


MINIMUM PASSING SIGHT DISTANCE GRAPH
 NOTE: SEE SHEET # FOR EXPLANATION

IN CHARGE OF CONNER
 DESIGNED BY RYAN
 TRACED BY BAILEY

50 SCALE PROFILE: STA. 8217 + 00 TO STA. 8229 + 00
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS
 N.Y.S. P.E. GLENS FALLS, N.Y.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

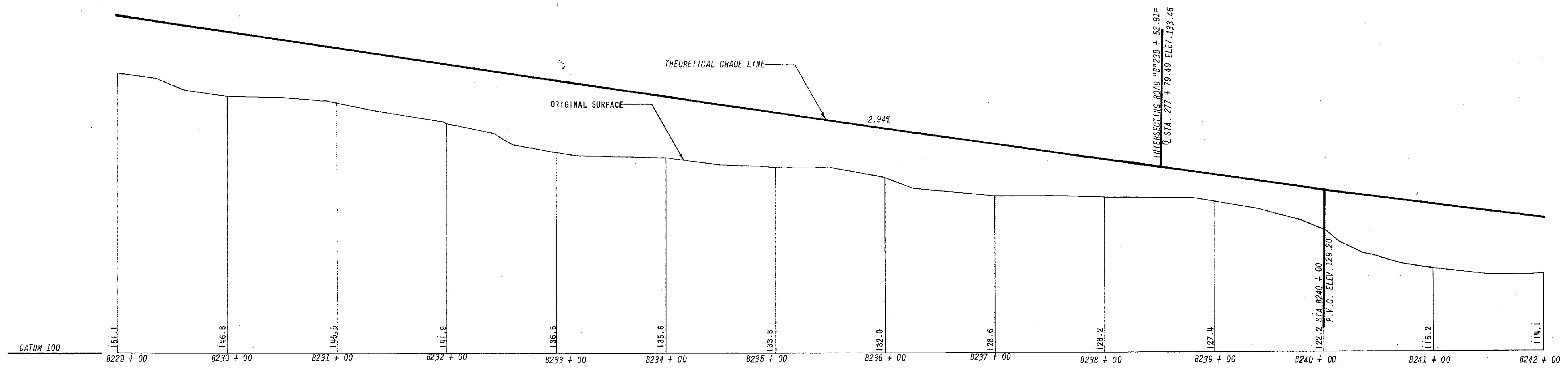
FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
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SHORE - AIRPORT ROAD, C. R. 43				
TICONDEROGA - CROWN POINT, PART I, S.H. 891				
ESSEX COUNTY				



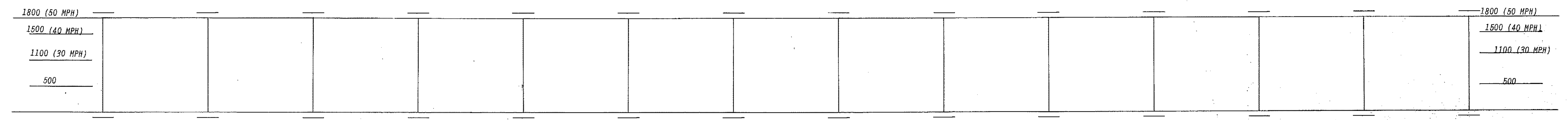
IN CHARGE OF CONNER
DESIGNED BY GEBO
TRACED BY POTTER

PLAN
SCALE: 1" = 50'
50 SCALE PLAN STA. 272 + 62 TO STA. 277 + 79.49
50 SCALE PLAN STA. B231 + 40 TO STA. B247 + 14
PREPARED & RECOMMENDED BY
RIST-FROST ASSOCIATES
CONSULTING ENGINEERS GLENS FALLS, N.Y.
N.Y.S. P.E. L.S.
PARTNER-IN-CHARGE LIC. NO. 29869 DATE

FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
I	N.Y.			
TICONDEROGA - CROWN POINT, PART I				
S.H. NO. 891				
ESSEX COUNTY				



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

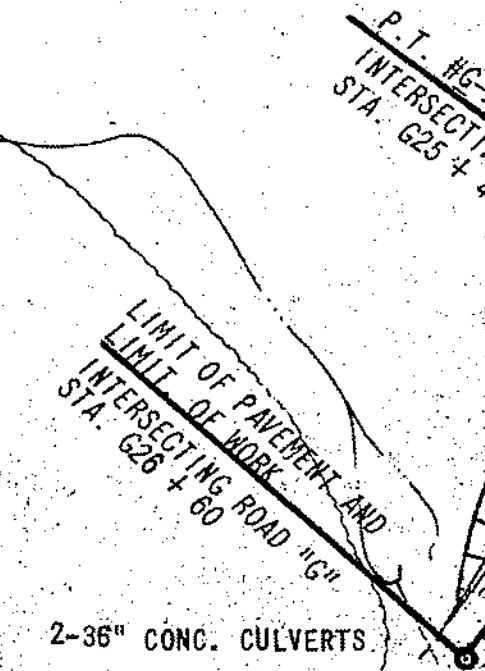
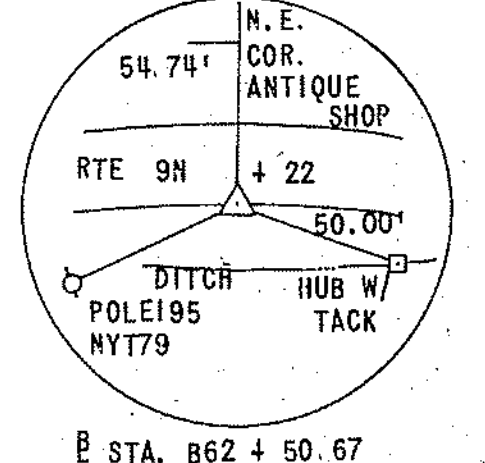
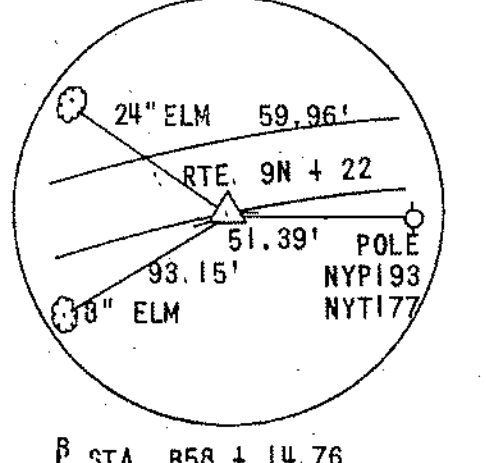
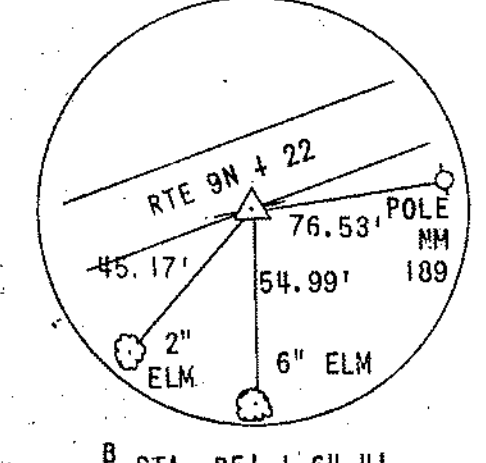
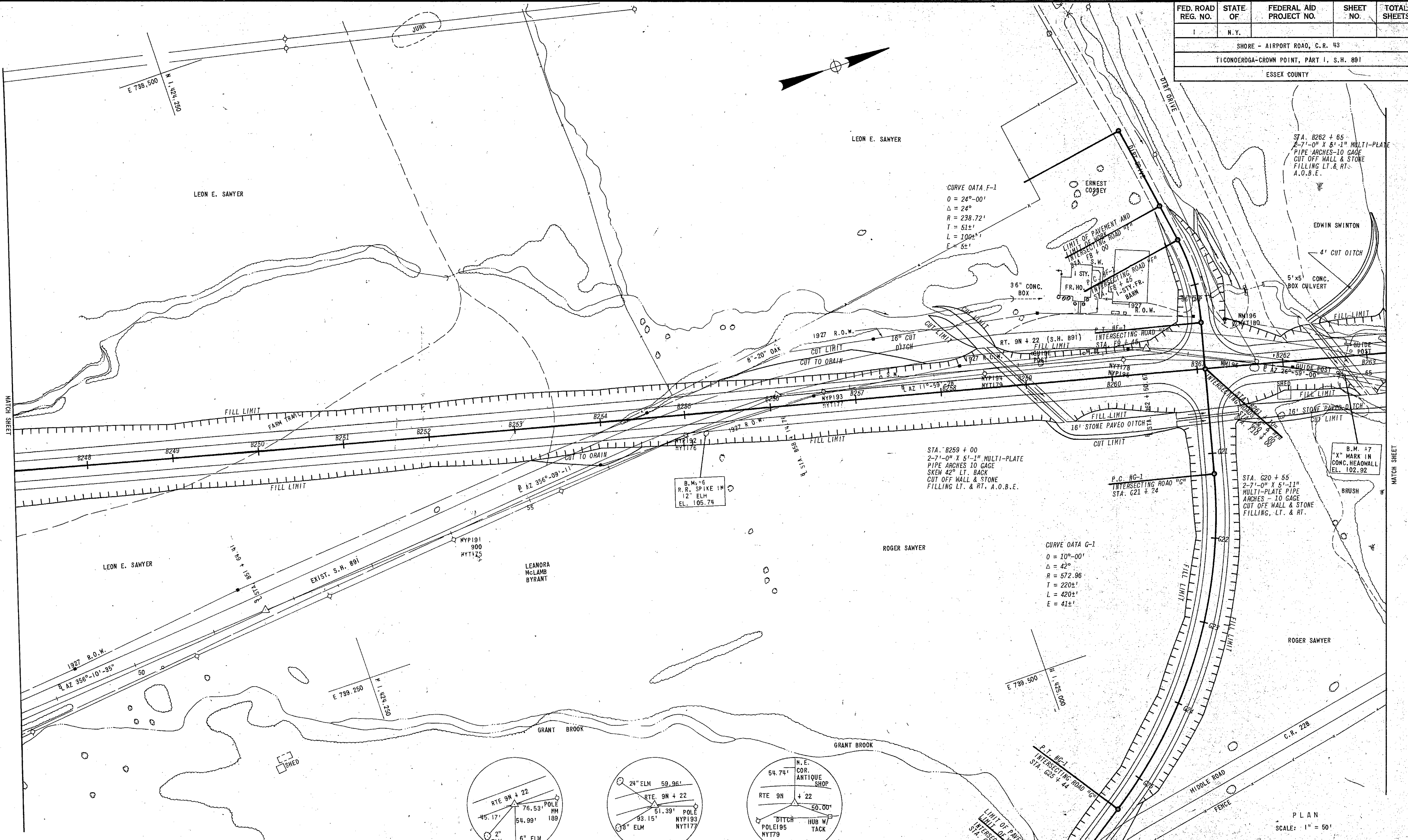
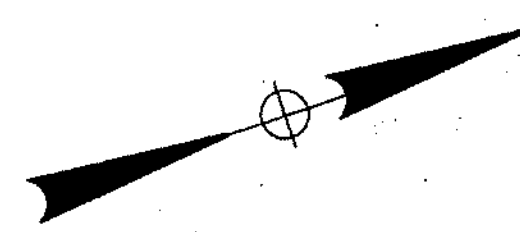


MINIMUM PASSING SIGHT DISTANCE GRAPH
 NOTE: SEE SHEET # FOR EXPLANATION

IN CHARGE OF RYAN
 DESIGNED BY POTTER
 TRACED BY LAMY

50 SCALE PROFILE: STA. 8229 + 00 TO STA. 8242 + 00
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 29869
 GLENS FALLS, N.Y.
 DATE

FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.			
SHORE - AIRPORT ROAD, C.R. 43				
TICONDEROGA-CROWN POINT, PART I, S.H. 891				
ESSEX COUNTY				



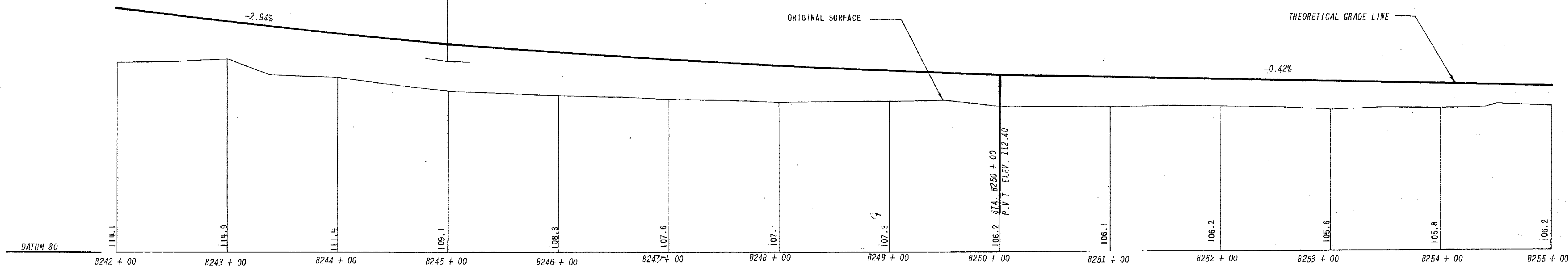
IN CHARGE OF CONNER
 DESIGNED BY GEBO
 TRACED BY BAILEY

50 SCALE PLAN STA. B247 + 14 TO STA. B263 + 24
 PREPARED & RECOMMENDED BY
RIST-FROST, ASSOCIATES
 CONSULTING ENGINEERS
 GLENS FALLS, N.Y.
 P.E. L.S.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

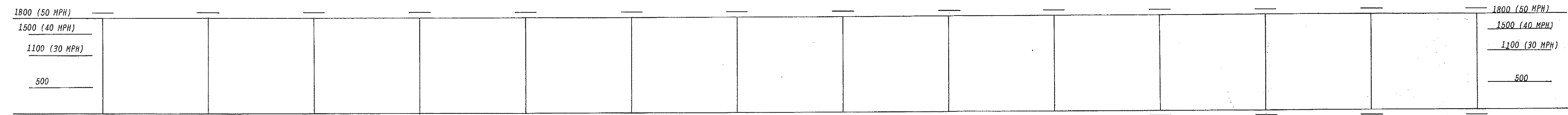
FED. ROAD REG. NO.	STATE OF	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	N.Y.			
TICONDEROGA - CROWN POINT, PART 1				
S.H. NO. 891				
ESSEX COUNTY				

Handwritten: 114.3

STA. 245 + 00
 ELEV. 114.50
 1000' V.C.
 C.C. = 3.15'
 H.S.D. = >1000'



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




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.
 N.Y.S. P.E.
 PARTNER-IN-CHARGE LIC. NO. 29869 DATE

THIS IS A TWO-SIDED DOCUMENT

 <p>NEW YORK STATE OF OPPORTUNITY.</p> <p>Adirondack Park Agency</p> <p>P.O. Box 99, 1133 NYS Route 86 Ray Brook, New York 12977 Tel: (518) 891-4050 Fax: (518) 891-3938 www.apa.ny.gov</p>	<p>APA Project Permit 2017-0185</p>
<p>In the Matter of the Application of</p> <p>ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS</p> <p>for a permit pursuant to § 809 of the Adirondack Park Agency Act and 9 NYCRR Part 578</p>	<p>Date Issued: July 19, 2018</p> <p>To the County Clerk: This permit must be recorded on or before September 17, 2018. Please index this permit in the grantor index under the following names: 1. Essex County Department of Public Works</p>

SUMMARY AND AUTHORIZATION

This permit authorizes the replacement of culverts and the removal of a beaver dam involving wetlands in an area classified Resource Management and Industrial Use on the Adirondack Park Land Use and Development Plan Map in the Town of Ticonderoga, Essex County.

This permit shall expire unless recorded in the Essex County Clerk's Office on or before September 17, 2018, in the names of all persons listed above and in the names of all owners of record of any portion of the project site on the recordation date.

The project shall not be undertaken or continued unless the project authorized herein is in existence within four years from the date the permit is recorded. The Agency will consider the project in existence when the culverts have been replaced.

The project shall be undertaken in compliance with all conditions stated herein. Failure to comply with this permit is a violation and may subject the permittee, successors, and assigns to civil penalties and other legal proceedings.

This permit does not convey any right to trespass upon the lands or interfere with the riparian rights of others in order to undertake the authorized project, nor does it authorize the impairment of any easement, right, title or interest in real or personal property.

Nothing contained in this permit shall be construed to satisfy any legal obligations of the permittee to comply with all applicable laws and regulations or to obtain any governmental approval or permit from any entity other than the Agency, whether federal, State, regional or local.

PROJECT SITE

The project site is the right-of-way of County Route 43 also known as Shore Airport Road and a portion of a 23± parcel of land designated Town of Ticonderoga tax map parcel 139.2-3-4 located at 677 Delano Road and off Shore Airport Road in the Town of Ticonderoga, Essex County, in an area classified Resource Management and Industrial Use on the Adirondack Park Land Use and Development Plan Map. Tax map parcel 139.2-3-4 is described in a deed from Lawrence Bryant, sole heir-at-law and next-of-kin of Leanora McLamb Bryant, deceased to Sawyer Brothers, LLC dated August 15, 2014, and recorded January 15, 2015 in the Essex County Clerk's Office as Instrument 2015-162 at Book 1790, Page 224.

PROJECT DESCRIPTION

The project as conditionally approved herein involves rehabilitation of 15 culverts and the removal of a beaver dam. Six of the culverts involve wetlands. Culverts C, D, F, G, I and O will have permanent impacts to wetlands. The impacts related to the replacement of six culverts will involve a total of approximately 901 square feet of permanent wetland impacts resulting from the installation of stone aprons at each end of the culverts.

The project is shown on 28 sheets of drawings titled "CR 34 Shore Airport Road Drainage Improvements from NY9/74 to NY 9N/22 prepared by Greenman-Pedersen, Inc. Consulting Engineers and dated June 2018, the "Project Plans". The locations of the culverts are shown on Sheet 1 (the "Project Location Map") of the drawings dated June 2018. The following is a list of drawings that show the culverts involving wetland impacts and the beaver dam removal area:

- a. Drawing GNP-3, Sheet 13, Culvert C: Resource Management land use area (LUA), Michael A. Bush Property, Tax Map 140.3-1-4.130. The installation of a stone apron at the culvert inlet will involve 116± square feet of wetland impact.
- b. Drawing GNP-4, Sheet 14, Culvert D: Resource Management LUA, Michael A. Bush Property, Tax Map 140.3-1-4.120. The installation on each side of a driveway culvert will involve a total of 51± square feet of wetland impact.
- c. Drawing GNP-5, Sheet 15, Culvert F: Resource Management LUA. The installation of a stone apron at the culvert outlet will involve 73± square feet of wetland impact.
- d. Drawing GNP-6, Sheet 16, Culvert G: Resource Management LUA. The culvert replacement will involve 163± square feet of wetland impact at the inlet and 115± square feet of impact at the outlet due to stone apron installation.

- e. Drawing GNP-8, Sheet 18, Culvert I: Industrial Use LUA. The culvert replacement will involve 33± square feet of wetland impact at the inlet and 38± square feet of wetland impact at the outlet due to stone apron installation.
- f. Drawing GNP-12, Sheet 22, Culvert O: Resource Management LUA. The culvert replacement will involve 312± square feet of wetland impact at the outlet due to stone apron installation.
- g. The beaver dam removal area and access road are shown on Drawing GNP-13, Sheet 23. The removal of the beaver dam will involve temporary impacts to wetlands only.

A reduced-scale copy of Sheet 1, the "Project Location Map" dated June 2018 for the project is attached as a part of this permit for easy reference. The original, full-scale maps and plans described in this paragraph are the official plans for the project, with copies available upon request from Adirondack Park Agency headquarters in Ray Brook, New York.

AGENCY JURISDICTION

The project requires an Agency permit pursuant to §§ 809(2)(a) and 810(1)(e)(1)(b) of the Adirondack Park Agency Act [Executive Law, Article 27], because it will involve the excavation and fill of wetlands on Resource Management lands. The project is a regulated activity requiring a wetlands permit pursuant to § 578.2 and § 578.3(n)(1)(ii) and (n)(1)(iii) of Agency regulations implementing the Freshwater Wetlands Act [Article 24 of the Environmental Conservation Law], because it will involve the excavation and fill of wetlands on Resource Management and Industrial Use lands. Temporary impacts to wetlands will be mitigated by restoring the wetlands.

CONDITIONS

THE PROJECT IS APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

1. The project shall not be undertaken until this permit has been recorded in the Essex County Clerk's Office.
2. This permit is binding on the permittee, all present and future owners or lessees of the project site, and all persons undertaking all or a portion of the project, for as long as the culverts remain on the site. Copies of this permit and the 28 sheets of drawings described above dated June 2018 shall be furnished by the permittee to all subsequent owners or lessees of the project site prior to sale or lease, and by the permittee and/or any subsequent owner or lessee to all persons undertaking any development activities authorized herein.

3. In addition to complying with all terms and conditions of this permit, all future activities on the project site shall be undertaken in compliance with the requirements of New York State's Adirondack Park Agency Act, Freshwater Wetlands Act and the Adirondack Park Agency's implementing regulations [9 NYCRR §§ 570-588].

Development

Construction Location and Size

4. This permit authorizes the culvert work and beaver dam removal in the locations shown and as depicted on the Project Plan dated June 2018. Any change to the location, dimensions, or other aspect of the culvert projects or beaver dam removal shall require prior written Agency authorization.

The undertaking of any activity involving wetlands also requires a new or amended permit.

Tree Cutting/Vegetation Removal

5. Between April 1 and October 31, no trees on the project site shall be removed or disturbed without prior written Agency authorization, except for the removal of any trees that presents a safety or health hazard.

Wetlands

6. Other than the wetland impacts authorized herein, the undertaking of any activity involving wetlands shall require a new or amended permit.

Invasive Species Control/Sanitizing Equipment

7. When brought from off-site, all equipment, including but not limited to trucks, excavators, tractors, etc., and hand excavation tools such as shovels, rakes, and picks, to be used on the project site shall be clean and free of soil, mud, or other similar material. If washed on the project site, equipment shall be washed in one location to prevent the distribution of propagules among different wash sites. All construction equipment and vehicles operating in areas that may contain existing invasive species shall be thoroughly cleaned prior to moving to other areas.
8. At the request of the Agency, the permittee or the permittee's successor shall report in writing the status of the project, including details of compliance with any terms and conditions of this permit.

Erosion Control

9. The project shall be undertaken in compliance with the erosion control details provided on the project plans.

FINDINGS OF FACT

Background/Prior History

1. The culverts being rehabilitated in this project were installed in the 1970's during construction involving Shore Airport Road. The culverts all show signs of deterioration and are in need of rehabilitation.
2. A landowner signature has been provided for the parcel of land where the beaver dam will be removed by Essex County Highway Department and its contractors.

Project Site

Water Resources

3. There are two classified streams that flow through the culverts subject to this permit. DEC is in the process of reviewing the application and anticipates issuing a permit for all proposed disturbances.

Wetlands/Habitat

4. The wetlands disturbed and filled for culverts C, D, I and O have a value rating of "2" and the wetlands disturbed and filled for culverts F and G have a value rating of "1" pursuant to 9 NYCRR Part 578. The locations of these wetlands are shown on the project plans. Additional wetlands not described herein or depicted on the Site Plan may be located on or adjacent to the project site.

Wetlands located at the outlets of culverts F and G on the project site consist of shrub swamp/emergent marsh/wet meadow with over 20 acres within the mean high water mark of Lake Champlain, giving it a value of "1" pursuant to 9 NYCRR Part 578. All other wetlands on the project site are shrub swamps having values of "2" pursuant to 9 NYCRR Part 578.

5. This project will involve the loss of 901± square feet of wetlands on the project site. Because the impacts at each individual culvert are less than 312 square feet, no wetland mitigation is required for this project.
6. The project site is located within five miles of a Northern Long-Eared Bat hibernaculum. The Northern Long-Eared Bat is listed as a threatened species by New York State and the United States Department of the Interior. The removal of

trees on the project site must comply with all federal and New York State Department of Environmental Conservation requirements for protection of this species.

Vegetation

7. No vegetation over 3 inch diameter at breast height (DBH) will be removed to undertake this project. The road shoulders and culvert locations do not have trees or other vegetation with the exception of grasses and shoulders vegetated with shrubby understory vegetation.

Soils

8. Soils in the vicinities of the culverts are Vergennes silty clay loam on varying slopes. Soils where wetlands are located are hydric wetland soils.

Slopes

9. Some of the slopes along the shoulder of the road leading down to the culvert ends are relatively steep. Therefore, where temporary access is proposed silt fence and other erosion and sediment controls will have to be installed along the toe of slope of the road embankments where there are steep slopes. Tracked equipment will be used in most cases to avoid impacting the side slopes with equipment. Slip lining culverts, installing inlet and outlet structures and installing stone protection will be done according to the erosion control plans for the project.

Historic Sites or Structures

10. The project site is located within an archeologically sensitive area as mapped by the Office of Parks, Recreation, and Historic Preservation. However, the project only involves work in previously disturbed areas, i.e. existing culverts and road shoulders. The project will have no impact upon the cultural resources in or eligible for inclusion in the State and National Registers of Historic Places

Access

11. Access to each culvert is shown on the project plans. The contractor may select alternative routes. Alternative routes will not involve additional temporary or permanent wetland impacts.

Public Notice and Comment

12. The Agency notified all adjoining landowners and other parties and published a Notice of Complete Permit Application in the Environmental Notice Bulletin, as required by the Adirondack Park Agency Act. No comments have been received.

DEC Permitting

13. DEC issued Nuisance Beaver Permit # 6032 to remove the beaver dam on June 13, 2018.
14. The proposal requires permits from the DEC pursuant to Section 401 – Clean Water Act - Water Quality Certification and Article 15 Title 5 - Stream Disturbance because there will be disturbances to the beds and banks of classified streams and the project involves potential water quality impacts.

PROJECT IMPACTS

Wetlands

15. Value "1" and Value "2" wetlands: Provided the development authorized herein is undertaken in strict accordance with the Site Plans, the project will result in minimal destruction of the wetland and its values. There are no alternatives that could accomplish the applicant's objectives of repairing the existing deteriorated culverts and improving the hydraulic openings at the culvert inlets and outlets without impacts to wetlands. Wetland impacts have been minimized to the greatest extent practicable to accomplish the project objectives, which include cleaning the inlets and outs of the culverts and improving the hydraulic flows through the culverts. Minimization of impacts to the value "1" wetland will be achieved through the re-establishment of wetlands in the ditch lines of the culvert outlet. Improving the hydraulic flows through the culverts will provide environmental benefits to the community by making Shore Airport Road safer, will increase the useable life of the road and make the road more resilient and resistant to erosion during high water events. Improving the hydraulic flows through the culverts will also protect the wetlands associated with Fivemile Creek against erosion and sedimentation during high water events.
16. Requiring written authorization prior to any change in the authorized project will allow the Agency to ensure that the location and manner of construction will not adversely impact additional wetlands. A new or amended permit will be required for any future activity that involves wetlands pursuant to 9 NYCRR § 578.

Timely implementation and maintenance of standard best management construction practices described in the permit conditions will minimize impacts to the wetlands or restore wetlands.

Soils/Surface Waters/Groundwater

17. The installation of silt fence, culvert dewatering structures, sediment control logs and other sediment and erosion control during the project will protect wetlands and the water quality of the permanent and intermittent stream on the project site. Additionally, seeding and mulching all disturbed areas will re-establish

growing vegetation that will also protect against water quality degradation and sedimentation and erosion.

Invasive Species

18. Requiring inspection and cleaning of construction vehicles and tools prior to use on the project site or after use in an area with invasive plant species will reduce the likelihood of spreading invasive plants to the project site and adjoining properties.

Historic Sites or Structures

19. The project will not cause any change in the quality of "registered," "eligible," or "inventoried" property as those terms are defined in 9 NYCRR § 426.2 for the purposes of implementing §14.09 of the New York State Historic Preservation Act of 1980.

Nearby Land Uses

20. Restoration of all temporary access roads, including seeding and mulching all disturbed areas will prevent sedimentation and erosion into wetlands, streams and drainage areas.


CONCLUSIONS OF LAW

The Agency has considered all statutory and regulatory criteria for project approval set forth in the Adirondack Park Agency Act, the Freshwater Wetlands Act and 9 NYCRR Part 578 and 9 NYCRR Part 574. The Agency hereby finds that the project authorized as conditioned herein:

- a. will be consistent with the land use and development plan;
- b. will be compatible with the character description and purposes, policies, and objectives of the Resource Management and Industrial Use land use area;
- c. will be consistent with the overall intensity guidelines for the Resource Management and Industrial Use land use area;
- d. will comply with the shoreline restrictions of § 806 of the Adirondack Park Agency Act;
- e. will not have an undue adverse impact upon the natural, scenic, aesthetic, ecological, wildlife, historic, recreational or open space resources of the Park or upon the ability of the public to provide supporting facilities and services made necessary by the project; and
- f. compels a departure from the general guidelines in 9 NYCRR § 578.10 for issuance of a permit in value "1" and value "2" wetlands, because of the public safety benefits provided by the project.

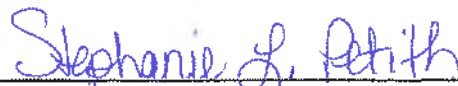
PERMIT issued this 19th day
of July, 2018.

ADIRONDACK PARK AGENCY

BY: 
Richard E. Weber III
Deputy Director (Regulatory Programs)

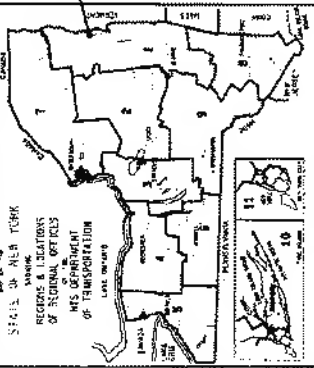
STATE OF NEW YORK
COUNTY OF ESSEX

On the 19th day of July in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard E. Weber III, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

REW:TES:slp

STEPHANIE L. PETITH
Notary Public - State of New York
Qualified in Franklin County
No. 01PE6279890
Commission Expires Apr. 15, 2021



PROJECT LOCATION

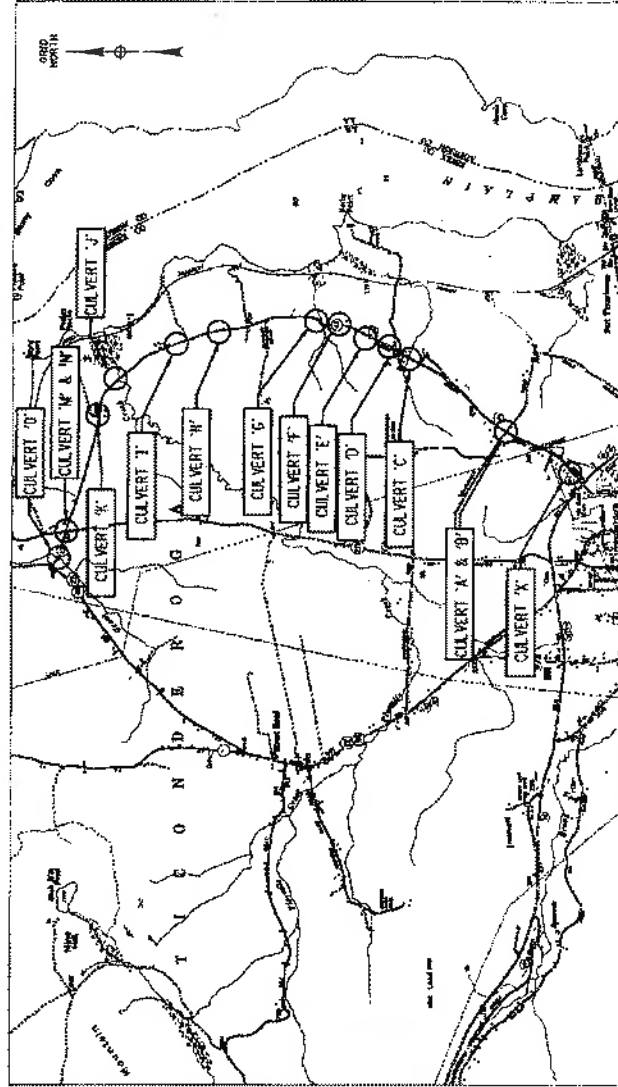
CR 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS
 FROM NY 9/74 TO NY 9N/22
 TOWN OF TICONDEROGA, ESSEX COUNTY

JUNE, 2018

XX SHEETS

ESSEX COUNTY

CONTRACTOR'S NAME _____
 ADDRESS _____
 COMPLETION DATE _____
 FINAL ACCEPTANCE DATE _____
 REGIONAL DIRECTOR _____
 ENGINEER IN CHARGE _____
 FINAL COST TOTAL _____
 FISCAL YEAR _____
 COUNTY _____



PROJECT LOCATION
 NOT TO SCALE

APPROVED BY _____

DATE _____
 SUPERVISOR OF PUBLIC WORKS
 ESSEX COUNTY

THE LATEST REVISIONS OF THE STANDARD SPECIFICATIONS FOR HIGHWAYS, PREPARED BY THE DEPARTMENT OF TRANSPORTATION, SHALL BE USED IN THE CONSTRUCTION OF THIS PROJECT. ALL WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE STANDARD SPECIFICATIONS FOR HIGHWAYS, PREPARED BY THE DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

ALL WORK SHALL BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE STANDARD SPECIFICATIONS FOR HIGHWAYS, PREPARED BY THE DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

CONTRACT PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR HIGHWAYS, PREPARED BY THE DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

FINAL
 ADIRONDACK PARK AGENCY
 FILE # 2017-0185

PREPARED AND
 RECOMMENDED BY:

NOT FOR
 CONSTRUCTION

CHRISTOPHER L. CORRELL, P.E., VICE PRESIDENT

FRED MASTRORANDI, P.E., VICE PRESIDENT

GPI
 GREENHORN-PEDERSON, INC.
 CONSULTING ENGINEERS
 100 PINE STREET, SUITE 100
 ALBANY, NY 12205

CR 43 SHORE AIRPORT ROAD
 DRAINAGE IMPROVEMENTS
 TOWN OF TICONDEROGA
 ESSEX COUNTY

FED. ROAD DIST. NO. _____ STATE _____ SHEET NO. _____
 CAPITAL PROJECT IDENTIFICATION NO. 110015
 ESSEX COUNTY
 SHEET NO. 2



DEPARTMENT OF THE ARMY
U.S. Army Corps of Engineers, ATTN: CENAN-OP-RU
Upstate Regulatory Field Office
1 Buffington St., Building 10, 3rd Fl. North
Watervliet, New York 12189-4000

SEP 05 2018

Upstate New York Section

SUBJECT: Permit Application No. NAN-2018-00569-UPO
by Essex County Department of Public Works
Town of Ticonderoga, Essex County, New York

Mr. Robert Leveille
Essex County Department of Public Works
8053 State Route 9
Elizabethtown, NY 12932

Dear Mr. Leveille:

This office has reviewed your Joint Application Form dated March 29, 2018, its attachments, and the additional information provided on June 26 and 27 and July 27, 2018, including the attached project plans prepared by Greenman-Pederson, Inc. entitled, "CR 43 Shore Airport Road Drainage Improvements from NY 9/74 to NY 9N/22, Town of Ticonderoga, Essex County", with Sheet Nos. 1, 5, 8, 13, 14, 15, 16, 18, 22, 23, 25, 26, 27, 28, and drawing Nos. XSC-1 and XSC-2, dated June 25, 2018, and Sheets Nos. 9, 10, 19, dated July 27, 2018. The submitted information describes a proposal that would consist of the following:

The discharge of fill material into waters of the United States to facilitate the maintenance and rehabilitation of seven (7) culverts that convey waters and wetlands under Shore Airport Road. The work would include the relining of culverts with cured-in place pipe (CIPP), high density polyethylene pipe (HDPE) or invert paving with shotcrete as well as the installation of end sections and stone scour aprons. Culvert "C" will be relined with a 138'x60" HDPE pipe and will include the installation of end sections and (2) 18'x18' stone aprons resulting in a permanent impact of 181.5LF to the unnamed stream it conveys and 116ft² to abutting wetlands. Culvert "G" will be relined with a 175'x60" HDPE pipe and will include the installation of end sections in addition to (1) 18'x18' and (1) 14'x14' stone aprons resulting in a permanent impact of 214.5LF to the unnamed stream that it conveys and 219ft² to abutting wetlands. Culvert "J" will include the relining of 182'x16'7"x10'1" by means of invert paving with shotcrete to the final dimensions of 182'x16'1"x9'7", resulting in a permanent impact of 182LF to Five Mile Creek. Culvert "O" will include the relining of 213'x11'5"x7'3" by means of invert paving with shotcrete to the final dimensions of 213' x 10'9"x6'9", and will include the installation of (1) 20'x20' and (1) 17'x17' stone aprons, resulting in a permanent impact of 213LF to Grant Brook and 278ft² to abutting wetlands. In addition to the relining of culvert "O", Alberta fish weir baffles will also be installed to allow for adequate fish passage. Culvert "I" will be relined with a 118'x42" HDPE pipe and will include the installation of stone aprons resulting in a

PLEASE USE THE ABOVE 18-CHARACTER FILE NUMBER ON ALL CORRESPONDENCE WITH THIS OFFICE

permanent impact of 71ft² to the adjacent wetlands. Culvert "D" will be relined with CIPP and will include the installation of end sections and (2) 9'x9' stone aprons and will result in a permanent impact of 51ft² to the adjacent wetlands. Culvert "F" will be relined with CIPP and will include the installation of end sections, (2) 9'x9' stone aprons and a drainage ditch at the outlet, resulting in a total permanent impact of 573ft² to the adjacent wetlands. Temporary impacts from cofferdams for dewatering are authorized to conduct the necessary work in dry conditions. All excess excavated sediments and other excess materials shall be disposed of in uplands and suitably stabilized so they cannot reenter any waterway or wetlands. No trees in excess of 3" diameter at breast-height would be removed to construct this project, including the removal of a beaver dam near Culvert "O".

Based upon the information provided, it appears that your proposed work may be authorized under Department of the Army nationwide general permit number: 3. The nationwide permits are prescribed as a Reissuance of Nationwide Permits in the Federal Register dated January 6, 2017 (82 FR 1860).

The work may be performed without further authorization from this office provided the activity complies with the terms and conditions of the Nationwide Permits (NWP) and the permit conditions listed in Section B, No. 3, Section C, any applicable New York District regional conditions, and any applicable regional conditions added by the State of New York. Please note that NWP General Condition No. 12 requires the installation and maintenance of proper soil erosion and sediment controls during construction.

The 2017 Nationwide Permits, including their final regional conditions, water quality certifications, and coastal zone concurrence statements are available at:

<http://www.nan.usace.army.mil/Missions/Regulatory/Nationwide-Permits/>

Please review and familiarize yourself with all relevant terms and conditions of the nationwide permit prior to proceeding with your project, and subsequently ensure you adhere to all conditions through the duration of the project. If you do not have internet access and require a specific paper copy, please contact the undersigned to request one be mailed to you. Please be sure to have your permit application number readily available when you call.

This verification is valid until March 18, 2022, unless the nationwide permit is modified, reissued, or revoked. This verification will remain valid until March 18, 2022, if the activity complies with the terms of any subsequent modifications of the nationwide permit authorization. If the nationwide permits are suspended, revoked, or modified in such a way that the activity would no longer comply with the terms and conditions of a nationwide permit, and the proposed activity has commenced, or is under contract to commence, the permittee shall have 12 months from the date of such action to complete the activity.

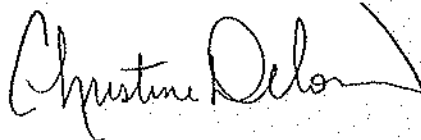
Please note that this determination does not eliminate the need to obtain any other Federal, State, or local authorizations required by law for the above described work, including any required permit from the NYSDEC.

In order for us to better serve you, please complete our Customer Service Survey located at:

<http://www.nan.usace.army.mil/Missions/Regulatory/CustomerSurvey.aspx>

Any inquiries can be directed to Joseph Podhirny of this office at (518) 266-6358.

Sincerely,



Christine Delorier
Senior Project Manager
Upstate New York Section

Enclosure

Cf: NYSDEC Region 5, Ray Brook (DEC #5-1548-00265/00001)
Town of Ticonderoga
K. Weiskotten – Greenman-Pederson, Inc.



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 5
1115 State Route 86, PO Box 296, Ray Brook, NY 12977-0296
P: (518) 897-1234 | F: (518) 897-1394
www.dec.ny.gov

September 27, 2018

Essex County DPW
Attn: Gary Rancour
8065 NYS RTE 9
Elizabethtown, NY 12932

**Re: Shore Airport Rd Culvert
DEC #5-1548-00265/00001
Ticonderoga (T) Essex County**

Dear Mr. Rancour:

Enclosed is your permit which was issued in accordance with the applicable provisions of the Environmental Conservation Law. Questions regarding the terms of the permit should be directed to Thomas Shanahan at (518) 897-1291. Should your plans change, please contact this office to determine whether modifications of the permit are required.

Please note that it is the responsibility of the permittee and his agents to read and comply with all permit conditions. Carefully review the project sketches attached to this permit. Minor changes may have been made in the location or dimensions of your project, or additional materials (i.e. filter fabric or rock rip-rap) may have been included in the plans. Further, the permit is valid only for the activity expressly authorized. Work beyond the scope of the permit shall be considered as work without a permit. Any failure to comply with these terms may be treated as a violation of the Environmental Conservation Law. Work done under this permit is subject to inspection by Forest Rangers and Environmental Conservation Officers.

This permit does not eliminate the need to obtain approvals from other local or state agencies, or from the U.S. Army Corps of Engineers (USACOE). If your project is located within the Adirondack Park, approvals may be required from the Adirondack Park Agency (APA).

Sincerely,



Erin L. Burns
Deputy Regional Permit Administrator

cc: Thomas Shanahan, DEC
James Pinheiro, DEC
USACOE, NAN-2018-00569-UPO
Thomas Saehrig, APA P2017-0185
Kurt Weiskotten, GPI
Joan Ducharme, OPP
ECO Lt. Mike Phelps



NOTICE OF INTENT TO INITIATE PROJECT CONSTRUCTION

NOTE: This notice must be mailed or faxed to the appropriate Department of Environmental Conservation Office listed below. Notice must be received by the Department at least 48 hours prior to initiation of construction activities.

The following information is to be filled out by DEC:

DEC Permit #: 5-1548-00265/00001
Permittee Name: Essex County
Address: 7551 Court Street
Elizabethtown, NY 12932

Telephone Number: (518) 873-3353

The following information must be completed by the Permittee:

I plan on initiating work on my project on _____
month/day/year

My contractor is: _____

Address: _____

Telephone: _____

Please mail or FAX this form prior to initiating project to:

NYSDEC
Natural Resources Office
PO Box 296, Route 86
Ray Brook, NY 12977-0296
(518) 897-1291
(518) 897-1370 FAX

NYSDEC
Natural Resources Office
232 Golf Course Road
Warrensburg, NY 12885-0220
(518) 623-1240
(518) 623-3603 FAX

New York State
Department of Environmental Conservation

 NOTICE 

The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Departmental conditions on it, contact the Regional Permit Administrator listed below. Please refer to the permit number shown when contacting the DEC.

Regional Permit Administrator

5-1548-00265/00001

Permit Number _____



October 10, 2020

Expiration Date _____

Erin L. Burns
Deputy Regional Permit Administrator

NOTE: This notice is NOT a permit



PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
ESSEX COUNTY
7551 COURT ST
PO BOX 217
ELIZABETHTOWN, NY 12932-0217
(518) 873-3353

Facility:
Shore Airport Rd culvert
Co RTE 43, 400' E of RTE 9N
Ticonderoga, NY

Facility Location: in TICONDEROGA in ESSEX COUNTY

Facility Principal Reference Point: NYTM-E: 626.53 NYTM-N: 4862.11
Latitude: 43°54'04.5" Longitude: 73°25'27.9"

Authorized Activity: Rehabilitation and maintenance work at seven (7) culverts under Shore Airport Road. Culvert O to Grant Brook a C(T) stream will be lined with shotcrete and baffles will be incorporated to provide fish passage. The remaining culverts are on USACOE jurisdictional wetlands or streams and will be repaired via slip line, invert paving, and/or shotcrete as provided in approved plans. All work shall be performed in accordance with approved plans attached to and made part of this permit.

Permit Authorizations

Stream Disturbance - Under Article 15, Title 5

Permit ID 5-1548-00265/00001

New Permit

Effective Date: 9/27/2018

Expiration Date: 10/1/2020

Water Quality Certification - Under Section 401 - Clean Water Act

Permit ID 5-1548-00265/00002

New Permit

Effective Date: 9/27/2018

Expiration Date: 10/1/2020

NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: ERIN L BURNS, Deputy Regional Permit Administrator
Address: NYSDEC Region 5 Headquarters
1115 NYS ROUTE 86
PO BOX 296
RAY BROOK, NY 12977 -0296

Authorized Signature: _____

Erin L. Burns

Date

9,27,18



Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: STREAM DISTURBANCE; WATER QUALITY CERTIFICATION

- 1. Contact DEC If Permit Is Unclear** If any portion of this permit is unclear or should you have any questions about the special permit conditions incorporated in this permit, please contact the Division of Environmental Permits. Calls can be made on weekdays (excluding holidays) between 8:30 a.m. and 4:30 p.m.
- 2. Floodplain Regulations** The project must meet all local and federal floodplain regulations and, if applicable, a written approval from the floodplain administrator must be kept on file.
- 3. Other Agency Approvals** This permit does not eliminate the need to obtain approvals from other local, state or federal agencies such as the Adirondack Park Agency (APA) for projects located within the Adirondack Park, the Lake George Park Commission (LGPC) for projects located in Lake George Park, the Hudson River-Black River Regulating District (HRBRRD) for projects located on Great Sacandaga Lake or the U.S. Army Corps of Engineers (USACE) for projects which are located in federal waters or wetlands.
- 4. Prohibition Period for Trout** All instream work at Culvert O - Grant Brook, as well as any work that may result in the suspension of sediment in Grant Brook, is prohibited during the trout spawning and incubation period commencing October 1 and ending April 30, unless project-specific authorization is granted.
- 5. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by GPI, received by DEC on May 16, June 27, and July 30 2018.
- 6. Notice of Intent to Commence Work** The permittee shall submit a Notice of Intent to Commence Work to 48 at least Bureau of Fisheries hours in advance of the time of commencement and shall also notify them promptly in writing of the completion of work.
- 7. Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.



WATER QUALITY

- 8. Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.
- 9. No Equipment in the Water** Heavy equipment operation in the water is prohibited. With backhoes and similar heavy equipment, the bucket may enter the water.
- 10. Concrete Leachate** During construction, no wet or fresh concrete or leachate shall be allowed to escape into any wetlands or waters of New York State, nor shall washings from ready-mixed concrete trucks, mixers, or other devices be allowed to enter any wetland or waters. Only watertight or waterproof forms shall be used. Wet concrete shall not be poured to displace water within the forms.
- 11. Maintain Water Flow During Work** During periods of work activity, flow immediately downstream of the work site shall equal flow immediately upstream of the work site.
- 12. Turbid Discharges** Visibly turbid discharges from land clearing, grading or excavation activities, or de-watering operations shall not enter the stream, navigable water, or wetland. Prior to entry into stream, navigable water or wetland, any such discharge shall be:
- retained in an appropriately maintained upland settling basin;
 - filtered through crushed stone, sand, straw bales, silt screening (maximum opening size of U.S. Sieve Number 20), etc.; or,
 - directed to a grassy upland area a sufficient distance from the stream to prevent change in turbidity of the receiving water.

EROSION CONTROLS

- 13. Siltation Prevention Measures** Siltation prevention measures, such as silt fencing, sediment traps or settling basins, shall be installed and maintained during the project, to prevent movement of silt and turbid waters from the project site into any watercourse, stream, water body or wetland.
- 14. Clearing of Vegetation** Clearing of natural vegetation shall be limited to that material which poses a hazard or a hindrance to the construction activity.
- 15. Install and Maintain Erosion Controls** Staked hay or straw bales or other DEC-approved erosion control measures are to be installed on the downslope edge of any disturbed areas. This barrier to sediments is to be put in place before any disturbance of the ground occurs and is to be maintained in a functional condition until all disturbed land is heavily vegetated.
- 16. Materials Removed from Bed and Banks** Any debris or excess materials from construction of this project shall be immediately and completely removed from the bed and banks of all water areas to an appropriate upland area for disposal.



17. Seed, Mulch Disturbed Areas All areas of soil disturbance resulting from this project shall be seeded with an appropriate perennial grass, and mulched with straw immediately upon completion of the project, within two days of final grading, or by the expiration of the permit, whichever is first.

18. Temporary Mulch, Final Seeding If seeding is impracticable due to the time of year, a temporary mulch shall be applied and final seeding shall be performed at the earliest opportunity when weather conditions favor germination and growth but not more than six months after project completion.

PRE-CONSTRUCTION REQUIREMENTS

19. Filter Fabric Curtain Around Work Area A filter fabric (turbidity) curtain weighted across the bottom and suspended at the top by floats shall be positioned to enclose the work site before commencing operations. The curtain shall remain in place and in functional condition during all phases of the operations and remain in place until turbidity inside the curtain no longer exceeds ambient levels.

20. Sandbags Sandbags shall be of the filter fabric type, double bagged and individually tied to prevent sand leakage. They shall be placed and removed manually to prevent spillage. Only clean sand, free of debris, silt, fine particles, or other foreign substances shall be used to fill the bags. All bags shall be filled at an upland site where spillage will not enter the water, and all sand stored on-site shall be surrounded by straw bales or covered with a tarp to prevent erosion of the sand into the water.

21. Dewatering Within Cofferdam Dewatering within the coffer(s) shall be performed so as to minimize siltation and turbidity. Water taken from the coffered area will be passed through settling basins, filter material or other accepted devices to prevent the discharge of turbid water into the receiving waterbody. All fish trapped within the cofferdam during the dewatering process shall be returned, alive and unharmed, to the water outside the confines of the cofferdam.

22. Settling of Sediments Within Cofferdam The cofferdam shall remain in place until the water clarity in the coffered area matches the open water.

CONSTRUCTION REQUIREMENTS

23. Clean Fill Only All fill shall consist of clean soil, sand and/or gravel that is free of the following substances: asphalt, slag, flyash, broken concrete, demolition debris, garbage, household refuse, tires, woody materials including tree or landscape debris, and metal objects. The introduction of materials toxic to aquatic life is expressly prohibited.

24. No Rock From Stream/Lake No rock for use in construction is to come from the stream or lake bed.

25. Contain Backfill Behind Breakwall Material used as backfill shall be sized to prevent the escape of such material from any openings in the breakwall. A non-biodegradable ground stabilization fabric or filter fabric may be employed to provide containment for such backfill material.

26. Repairs to Structures All repairs to existing structures shall be confined to replacement of existing elements with no change in design, dimension or materials, unless specifically authorized by this permit.



27. Installation of Riprap The stone riprap (revetment) installed must contain no more than one cubic yard of rock per running foot below mean high water. The revetment shall be placed on a layer of filter material such as gravel, small rock and/or woven filter cloth to provide positive drainage and better stability. The revetment toe stone must be keyed to a depth of at least one foot below the soil/waterbody interface, below the Mean High Water Elevation or be adequately fixed to bedrock. The face of the revetment must be sloped no steeper than one foot vertical to one and one-half feet horizontal (1:1.5).

28. Consolidation of Armor Stone Prohibited Armor stone may not be consolidated with concrete or by any other means.

29. Maintain Channel Geometry The stream channel bed width, depth and bank height immediately upstream and downstream of the project site shall be consistent with the average channel bed width of the stream. There shall be no widening or constriction of the stream channel bed through the road crossing, and no berms shall be constructed on the stream or river banks.

AREA RESTRICTIONS

30. State May Require Site Restoration If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

31. State May Order Removal or Alteration of Work If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

32. State Not Liable for Damage The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.



WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. Water Quality Certification The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 5 Headquarters
1115 NYS ROUTE 86
PO BOX 296
RAY BROOK, NY 12977 -0296



4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Stream Disturbance, Water Quality Certification.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

6. Permit Transfer Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS
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Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.



Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

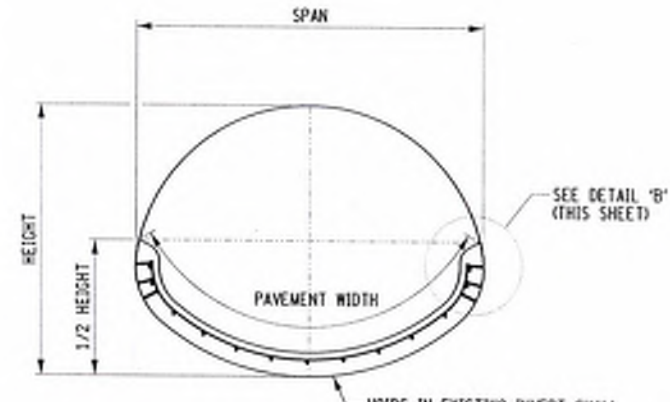
Item C: Permittee Responsible for Obtaining Other Required Permits

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

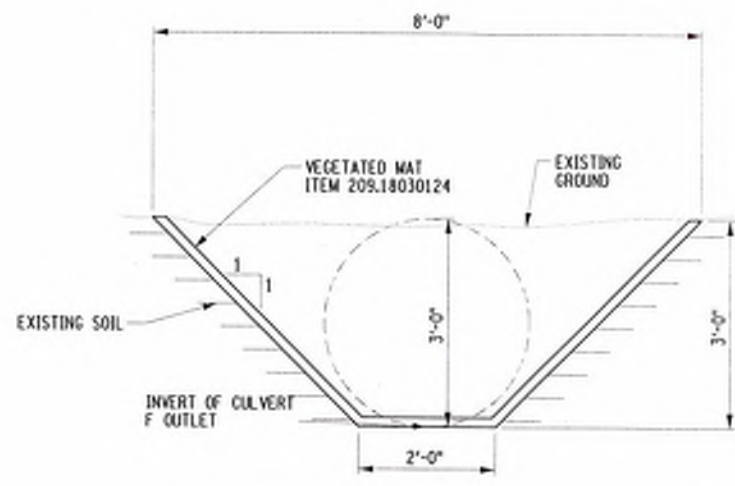
Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

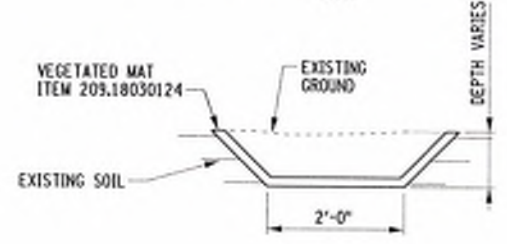
CHECKED BY CRAFTING PROJECT MANAGER C. CORNWELL
 DRAFTING XXX
 CHECKED BY JEFF GENTZLER
 DESIGN JEFF GENTZLER
 JOB MANAGER CHRIS CORNWELL
 DESIGN SUPERVISOR FRED MASTROIANNI
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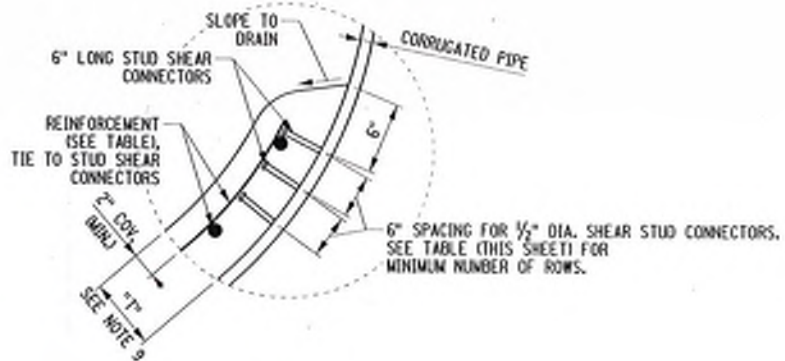
REBAR PAVED INVERT ARCH DETAIL (RP1)
NTS



CULVERT 'F' DRAINAGE DITCH PROFILE A-A
NTS



CULVERT 'F' DRAINAGE DITCH PROFILE B-B
NTS

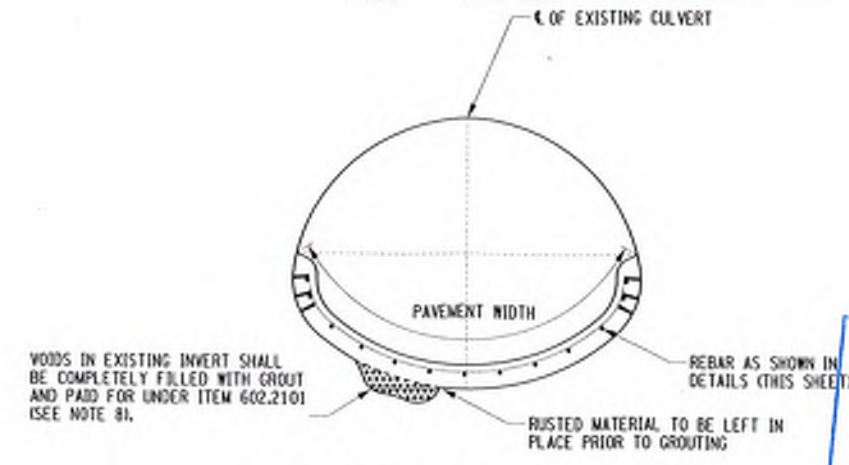


DETAIL 'B'
NTS

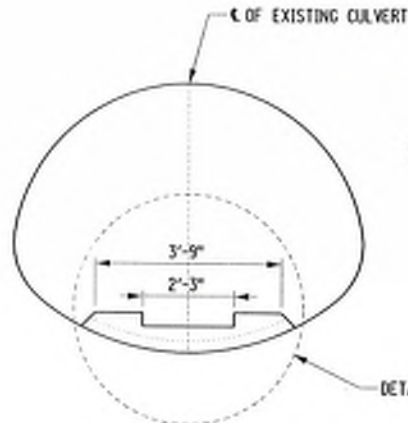
REINFORCEMENT TABLE				
SPAN	TRANSVERSE	LONGITUDINAL	*T*	STUD SHEAR CONNECTOR SPACING
≥10'	*5 @ 6"	*5 @ 12"	8"	2 ROWS (SEE NOTE 6)

NOTES:

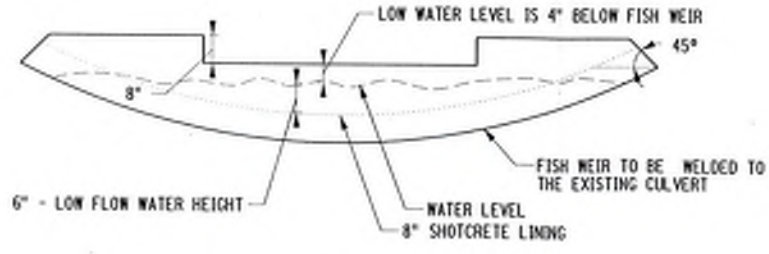
- ITEM 602.2101 SHALL COMPLETELY COVER THE DETERIORATED SURFACE OF THE PIPE INVERT AND HALF ITS HEIGHT. STUD SHEAR CONNECTORS SHALL BE WELDED ACCORDING TO THE STEEL CONSTRUCTION MANUAL (SCM) TO THE PIPE ABOVE THE AREA OF SECTION LOSS. A.O.B.E. THIS ITEM SHALL INCLUDE ALL MATERIALS AND WORK SHOWN TO REPAIR THE CULVERT.
- ALL PROVISIONS OF SECTION 602 OF THE NYSOOT STANDARD SPECIFICATIONS APPLY TO THE WORK DETAILED AND ARE BASED ON DWGS. NYSOOT'S CULVERT REPAIR TABLES CD-1 THROUGH CD-3.
- CONCRETE FOR CUT-OFF WALLS SHALL MEET REQUIREMENTS OF SECTION 555, CLASS A. SHOTCRETE SHALL MEET SECTION 583 AND HAVE A COMPRESSIVE STRENGTH OF F'c = 3000 PSI AT 28 DAYS.
- DEFECTIVELY ATTACHED STUD SHEAR CONNECTORS SHALL BE LEFT IN PLACE AND REPLACED WITH AN ADDITIONAL STUD SHEAR CONNECTOR A.O.B.E.
- ANY ASPHALT COATING AND GALVANIZING ARE TO BE REMOVED TO BARE METAL BEFORE WELDING. REPAIR GALVANIZING IN THE WELD AREAS ACCORDING TO SECTION 719-01 OF THE STANDARD SPECIFICATIONS. COST TO BE INCLUDED IN THE BID PRICE FOR ITEM 602.2101.
- THE STUD SHEAR CONNECTORS ARE TO BE WELDED TO THE CREST OF EVERY OTHER CORRUGATION.
- CONCRETE SHALL CURE FOR A MINIMUM OF 48 HOURS BEFORE WATER IS PERMITTED TO FLOW ON THE INVERT.
- GROUT USED TO FILL CULVERT INVERT HOLES SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF F'c = 3000 PSI AT 28 DAYS. SHOTCRETE IS NOT TO BE USED TO FILL THE INVERT HOLES.
- THE SHOTCRETE THICKNESS *T* IS TO BE MEASURED FROM THE CREST OF ALL CORRUGATIONS.



CULVERT 'J' AND 'O' INVERT REPAIR
NTS



CULVERT 'O' "ALBERTA" FISH WEIR CROSS SECTION
NTS



DETAIL 'A'
NTS

NOTES:

- THE PROPOSED "ALBERTA" FISH WEIR IS TO BE CONSTRUCTED FROM 1/4" STEEL (A36) AND ITS EDGES CHAMFERED OR ROUNDED TO REMOVE ALL SHARP AREAS.
- FOLLOWING FABRICATION THE METAL PLATE IS TO BE GALVANIZED PRIOR TO INSTALLATION OF THE SHOTCRETE LINING.



CULVERT 'O' "ALBERTA" FISH WEIRS
NTS



AFFIX SEAL: GREENMAN - PEDERSEN, INC ON:	ALTERED BY: ON:
NOT FOR CONSTRUCTION	
AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	

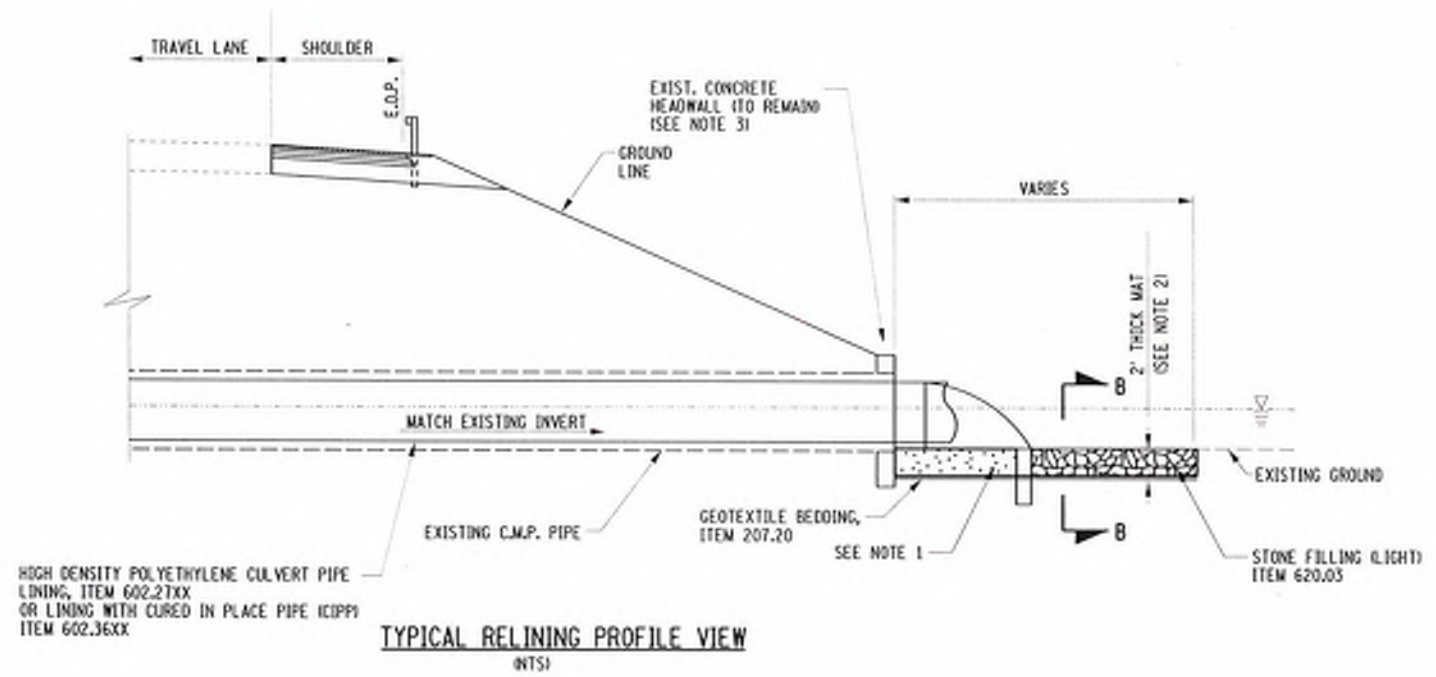
CR 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS	PN: 1760.63	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED	CONTRACT NUMBER DXXXXXX
TOWN OF TICONDEROGA	UTIL QLV. = 0			MISCELLANEOUS TABLES AND DETAILS	DRAWING NO. MTD-3 SHEET NO. 10
COUNTY: ESSEX	REGION: 1				

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.



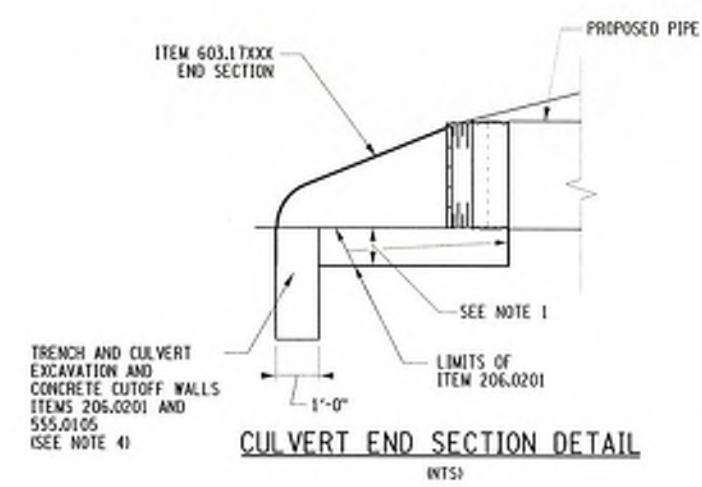
ESSEX COUNTY

CHECKED BY: CRAFTING PROJECT MANAGER: C. CORNWELL
 DRAFTING: XX
 CHECKED BY: JEFF GENTZLER
 DESIGN: CHRIS CORNWELL
 JOB MANAGER: FRED MASTROIANNI
 SUPERVISOR: USER # NTUSER*
 FILE NAME: #FILEABBREV*
 DATE/TIME: #DATE*
 USER: #NTUSER*



HIGH DENSITY POLYETHYLENE CULVERT PIPE LINING, ITEM 602.27XX OR LINING WITH CURED IN PLACE PIPE (CIPP) ITEM 602.36XX

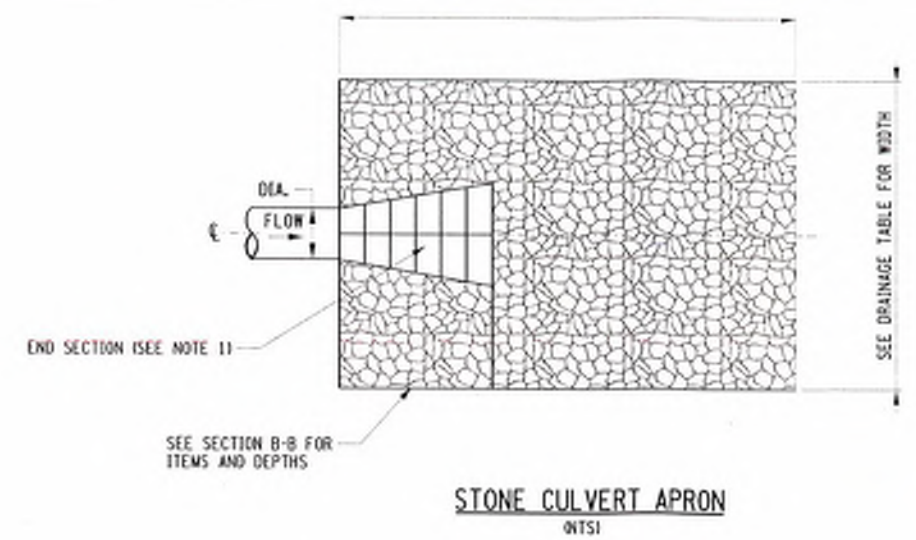
TYPICAL RELINING PROFILE VIEW
(NTS)



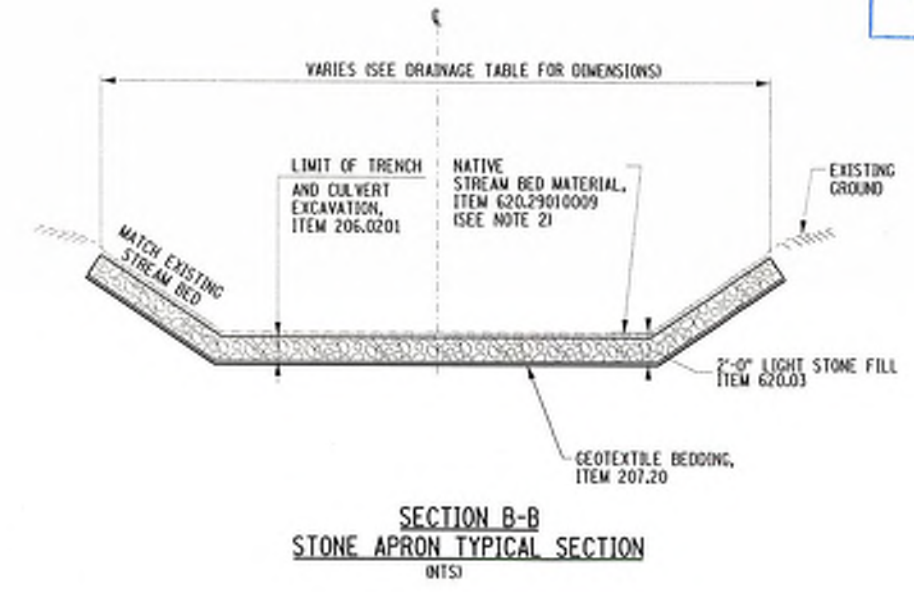
CULVERT END SECTION DETAIL
(NTS)

NOTES:

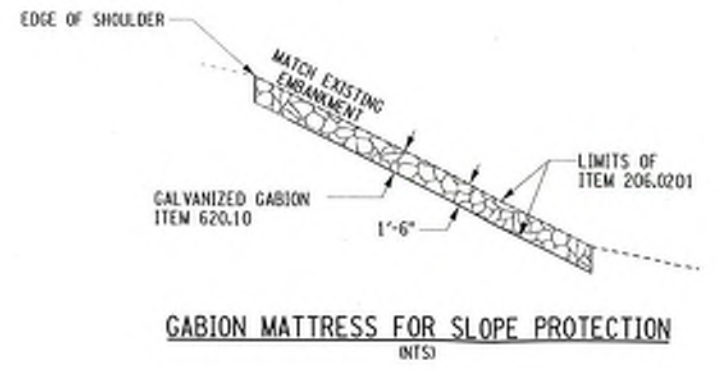
1. BENEATH THE CULVERT END SECTIONS, THE CONTRACTOR SHALL EXCAVATE MATERIAL DEEMED UNSUITABLE BY ENGINEER TO BE PAID FOR UNDER ITEM 206.0201-TRENCH AND CULVERT EXCAVATION AND BACKFILL WITH ITEM 203.07-SELECT GRANULAR FILL. SEE SS 603-02 FOR END SECTION DIMENSIONS FOR PAYMENT AREA.
2. FOR STONE APRONS ON CULVERTS C, G, AND O, THE CONTRACTOR SHALL PLACE 2'-0" OF ITEM 620.03 - LIGHT STONE FILL ON TOP OF THE GEOTEXTILE BEDDING. FOLLOWING THE LIGHT STONE FILL, ITEM 620.29010009 - NATIVE STREAM BED MATERIAL SHALL BE USED TO FILL IN THE VOIDS SO AS TO CREATE A SMOOTH SURFACE THAT DOES NOT IMPEDE THE FLOW OF WATER. FOR THE REMAINING STONE APRONS ON CULVERTS X, A, B, D, F, H, I, K, M, AND N THE CONTRACTOR DOES NOT NEED TO PLACE NATIVE STREAM BED MATERIAL.
3. NOT ALL CULVERTS HAVE EXISTING HEADWALLS.
4. CUTOFF WALL PAYMENT QUANTITIES FOR TRENCH AND CULVERT EXCAVATION AND CONCRETE FOR STRUCTURES - CLASS A ARE LISTED ON SS 603-04.
5. THE CONTRACTOR WILL BE RESPONSIBLE FOR SUBMITTING MANUFACTURER CALCULATIONS INDICATING THAT THE INSTALLED HDPE OR CURED-IN PLACE LINER MEET THE NECESSARY LOADING REQUIRED FOR EACH INDIVIDUAL CULVERT. THE DESIGN LOAD FOR ALL CULVERTS SHALL MEET THE NYSDOT LOAD AND RESISTANCE FACTOR DESIGN (LRFD) REQUIREMENT OF A HL-93 TRUCK LOAD, FOR DEPTHS OF COVER SEE PROFILES ON DWGS. PRO-1 (CULVERT A/B), PRO-2 (CULVERT D), PRO-3 (CULVERT F/G), AND PRO-4 (CULVERT H/I). A SUMMARY OF SOIL SAMPLES TAKEN DURING PAVEMENT CORING PROVIDES A SUMMARY OF BLOW COUNTS THAT CAN BE USED TO APPROXIMATE SOIL MODULUS. THE FINAL PAVEMENT REPORT IS INCLUDED AS SUPPLEMENTAL INFORMATION IN THE PROJECT MANUAL.



STONE CULVERT APRON
(NTS)



SECTION B-B STONE APRON TYPICAL SECTION
(NTS)



GABION MATTRESS FOR SLOPE PROTECTION
(NTS)

RECEIVED
 ENVIRONMENTAL PERMITS
 JUL 30 2018
 NYSDEC - REGION 5
 RAY BROOK

AFFIX SEAL: GREENMAN - PEDERSEN, INC ON:	ALTERED BY: ON:
NOT FOR CONSTRUCTION	

AS-BUILT REVISIONS DESCRIPTION OF ALTERATIONS:	CR 43 SHORE AIRPORT ROAD DRAINAGE IMPROVEMENTS TOWN OF TICONDEROGA COUNTY: ESSEX	PIN: 1760.63 UTIL. Q.V. = 0	BRIDGES	CULVERTS	ALL DIMENSIONS IN FT UNLESS OTHERWISE NOTED MISCELLANEOUS TABLES AND DETAILS	CONTRACT NUMBER DXXXXXX
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.						DRAWING NO. MTD-2 SHEET NO. 9
GPI GREENMAN-PEDERSEN, INC. CONSULTING ENGINEERS					ESSEX COUNTY	