**PROJECT MANUAL** 

# TRACY ROAD OVER ASH CRAFT BROOK CULVERT REPLACEMENT NORTH HUDSON, NEW YORK

P.I.N. 1761.06 CULVERT NY PROJECT

OWNER: ESSEX COUNTY NEW YORK 7551 COURT STREET ELIZABETHTOWN, NY 12932



JANUARY 2021

ENGINEER:



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# TABLE OF CONTENTS

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#### 1.0 GENERAL BID INFORMATION

- 1.1 Notice to Bidders
- 1.2 Instruction to Bidders
  - 1.2.1 General Note
  - 1.2.2 Qualifications of Bidders
  - 1.2.3 Examination of Contract Documents and Site
  - 1.2.4 Availability of Lands for Work
  - 1.2.5 Interpretations and Addenda.
  - 1.2.6 Bid Security
  - 1.2.7 Contract Times
  - 1.2.8 Liquidated Damages.
  - 1.2.9 Substitute and "Or-Equal" Items.
  - 1.2.10 Subcontractors, Suppliers, and Others
  - 1.2.11 Bid Form
  - 1.2.12 Disqualification
  - 1.2.13 Submission of Bids.
  - 1.2.14 Modification and Withdrawal of Bids
  - 1.2.15 Opening of Bids
  - 1.2.16 Bids to Remain Subject to Acceptance
  - 1.2.17 Award of Contract.
  - 1.2.18 Contract Security.
  - 1.2.19 Signing of Agreement
  - 1.2.20 Sales and Use Taxes
  - 1.2.21 Retainage.
  - 1.2.22 Laws and Regulations
  - 1.2.23 Coordination with Others
  - 1.2.24 Non-Collusive Bidding Certificate
  - 1.2.25 Basis of Award
  - 1.2.26 Notice of Special Conditions
  - 1.2.27 Control of Work
  - 1.2.28 Control of Materials
  - 1.2.29 Insurance Requirements
  - 1.2.30 Payment Procedures

#### 2.0 PROPOSAL

- 2.1 Bid Form (Proposal)
- 2.2 Itemized Unit Price Bid Form
- 2.3 Bid Security Form #1: Consent of Surety
- 2.4 Statement of Surety's Intent
- 2.5 Vendor Responsibility Questionnaire
- 2.6 Certificate of Authority
- 2.7 Certification of Experience
- 2.8 Certification of Compliance with Iran Divestment Act
- 2.8 Non-Collusive Bidding Certification
- 2.9 Contractor's Acknowledgement
- 2.10 W-9 Form
- 2.11 Bidder's Checklist

#### 3.0 AGREEMENT

#### 4.0 TECHNICAL SPECIFICATIONS

- 4.1 Specifications
- 4.2 Special Notes
  - 4.2.1 Standard Clauses for all New York State Contracts
  - 4.2.2 Special Plan Notes
  - 4.2.3 Operational Damages
  - 4.2.4 Late Delivery of Material in Short Supply
  - 4.2.5 Site Safety
  - 4.2.6 Utilities, General
  - 4.2.7 Preconstruction Conference and Project Schedule
  - 4.2.8 Construction Inspection
  - 4.2.9 Ordinances and Permits
  - 4.2.10 Required Notices
  - 4.2.11 Subcontractors, Suppliers, and Material Sources
  - 4.2.12 Legal Loads
- 4.3 Special Specifications
- 4.4 List of Drawings

#### 5.0 STATE LABOR REQUIREMENTS FOR PUBLIC WORK

5.1 New York State Prevailing Wage Rates

#### 6.0 ESSEX COUNTY DOCUMENTS

- 6.1 General Specifications for Procurement Contracts
- 6.2 Essex County Supplementary Terms and Conditions
- 6.3 Appendix D Standard Clauses for Essex County Contracts
- 6.4 Essex County DPW Change Order
- 6.5 Essex County Information to Bidders
- 6.6 Essex County General Clauses
- 6.7 Essex County Standard Special Clauses Road and Bridge Construction Contracts
- 6.8 Non-Bidder Response
- 6.9 Appendix C Insurance Requirements

# **APPENDIX**

- Appendix A Access Agreements (NYSDEC Temporary Revocable Permit)
- Appendix B Right-of-Way Certificate
- Appendix C Environmental Permits (NYSDEC / ACOE)
- Appendix D Geotechnical Investigation Report

# **1.0 GENERAL BID INFORMATION**

### 1.1 NOTICE TO BIDDERS

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

#### Tracy Road over Ash Craft Brook Culvert Replacement; PIN 1761.06, Town of North Hudson, Essex County, New York

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: Installation of a 30-foot span three-sided precast concrete culvert and pre-cast segmental wing/retaining wall and removal of the existing 6-foot diameter metal culvert. Complete all other related work including but not limited to the horizontal and vertical re-alignment of the highway, stream channel excavation, guide rail installation, drainage modifications, roadway resurfacing, signage, and striping.

This is a State Aid Project through the CULVERT NY Program and NYSDOT Standard Specifications, officially finalized and adopted on January 1, 2021 as posted on the New York State Department of Transportation's website must be followed by the successful bidder.

The MBE goal for this project is: **12%** The WBE goal for this project is: **18%** There are no DBE goals for this project.

The EEO Employment goals for this project are:

**2.9%** Minority Employment Goal **6.9%** Women Employment Goal

The use of the NYSDOT approved civil rights reporting software, Equitable Business Opportunities (EBO), is required. Access authorization to EBO can be found at <a href="https://www.dot.ny.gov/main/business-center/civil-rights2/civil-rights2/civil-rights-repository/Tab/20171010">https://www.dot.ny.gov/main/business-center/civil-rights2/

Contract Documents, including Invitation to Bidders, Instructions to Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, Contract Drawings, and any Addenda, may be examined and electronic copies obtained, at no expense, at the Essex County website at: <u>https://www.co.essex.ny.us/bidders/publicbids.aspx</u> and <u>https://www.bidnetdrect.com/essexcounty</u>.

A Pre-Bid Meeting and site visit will be conducted on February 9, 2021 at 9:00 AM the site of the project on Tracy Road in North Hudson, New York.

No questions or inquiries regarding this bid will be accepted within six (6) business days prior to the bid opening. Please address all questions, in writing, to: donna.thompson@essexcountyny.gov or linda.wolf@essexcountyny.gov. Contractors that obtain Contract Documents from a source other than the issuing office must notify the issuing office in order to be placed on the official Plan Holder List, to receive Addenda and any other Bid correspondence.

Addenda will be posted to the Essex County and BidNetDirect websites provided previously. Bidders can register and be added to the bidders list, in which case notifications may be sent when addenda are posted. Bidders must acknowledge receipt of all Addenda on the Bid Form. Failure of any Bidder to receive any such Addendum or interpretation shall not relive such Bidder from any obligation under this Bid submittal. All Addenda so issued shall become part of the Contract Documents.

Questions regarding the Contract Documents should be directed to the Essex County Purchasing Office at (518) 873-3330. Bidders shall promptly notify the Essex County Purchasing Office of any errors, omissions, conflicts or ambiguity within the Contract Documents within 6 days prior to bid opening.

All bids must include the completed Bid Form, Vendor Responsibility Questionnaire, Certification of Compliance With Iran Divestment Act, Non-Collusive Bidding and Disbarment Certifications, and Lobbying Certifications. This is a unit price bid as described in the Instructions to Bidders. No bidder may withdraw his/her bid within forty-five (45) calendar days after the actual date of the opening thereof.

Each bid must be accompanied by security in an amount not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Instructions to Bidders.

Bids to be considered must be received in a sealed envelope at the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York 12932 by 2:00 P.M, local time, on March 1, 2021 at 2:00 PM or electronically on BidNetDirect. **DUE TO THE COVID-19 STATE OF EMERGENCY**, bids may be live-streamed. There WILL NOT be an in-person public opening. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled "**SEALED BID: TRACY ROAD OVER ASH CRAFT BROOK CULVERT REPLACEMENT**".

The Bidder to whom the Contract is awarded will be required to furnish Performance, Payment and Guarantee Bonds from an acceptable Surety Company for an amount not less than 100% of the accepted bid. The successful Bidder and all subcontractors must have an approved CCA-2 on file with NYSDOT prior to being awarded a contract. If the successful Bidder does not currently have a CCA-2 on file with NYSDOT, the Bidder may find the CCA-2 forms and instruction for completion online at <a href="https://osc.state.ny.us/venrep/form\_cca2.htm">https://osc.state.ny.us/venrep/form\_cca2.htm</a>.

Successful bidders will be required to pay prevailing wage rates on this contract.

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

Essex County reserves the right to consider the bids for forty-five (45) days after receipt before awarding any Contract, and to waive any minor informalities in, and to reject, any and all bids or to accept the one that in its judgment will be for the best interest of Essex County. All bids are subject to final review and approval by the Essex County Board of Supervisors before any

award of contract may be made. Receipt of bids by Essex County shall not be construed as authority to bind Essex County.

The work will be substantially completed ninety (90) calendar days from Notice to Proceed and completed and ready for final payment on or before September 30, 2021. During the period of construction Tracy Road shall be closed no sooner than June 1, 2021 and reopened no later than August 30, 2021 (90 days maximum).

#### **Owners Contact:**

Linda M. Wolf, CPA Purchasing Agent Essex County Government Center 7551 Court Street – PO Box 217 Elizabethtown, New York 12932 Phone: (518) 873-3332 Email: <u>linda.wolf@essexcountyny.gov</u>

#### **Engineers Contact:**

Erik Sandblom, PE SRA Engineers (Schoder Rivers Associates Consulting Engineers, PC) 453 Dixon Road, Suite 7, Bldg. 3 Queensbury, NY 12804 Phone: (518) 761-0417 Email: <u>eriks@sraengineers.com</u>

#### 1.2 INSTRUCTION TO BIDDERS

#### 1.2.1 General Note

In general, the New York State Department of Transportation Office of Engineering Standard Specifications officially finalized and adopted on January 1, 2021 shall apply, except where modified in these specifications. The NYSDOT Standard Specifications are available at:

#### https://www.dot.ny.gov/main/businesscenter/engineering/specifications.

The CONTRACTOR should note that the Project Plans are dimensioned in US Customary Units only, and that all Payment Items will be measured and paid in standard US Customary Units. Further direction is provided under SPECIAL NOTES. Where reference is made to New York State, State Department of Transportation, Commissioner, etc., the appropriate Essex County Department, Bureau or Official shall be substituted.

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

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

Under subsequent sections of this document:

- a) The term "OWNER" means Essex County, New York.
- b) The term "ENGINEER" means Schoder Rivers Associates Consulting Engineers, P.C. and or any duly authorized representative of this firm or the Essex County Department of Public Works.
- c) The term "BIDDER" shall mean any party or parties submitting in proper form a Proposal to perform the work specified hereinafter.

- d) The term "CONTRACTOR" shall mean the successful BIDDER selected by the OWNER to contract to perform the work - or their heirs, executors, successors, administrators or assigns.
- e) The term "Contract Documents" refers to the Project Manual, the OWNER / CONTRACTOR Agreement, Addenda (which pertain to the Contract Documents). CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), Invitation to Bidders, Information / Instruction to Bidders, Non-Collusive Bidding Certificate, the Notice to Proceed, the Bonds, General Conditions, Supplemental General Conditions, the Technical Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, and Field Orders and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Shop Drawings submittals and approved Shop Drawings are not Contract Documents. Geotechnical Investigation Reports are not Contract Documents.
- f) The term "Work" is used to designate the work, equipment, materials and things required to be done, furnished or performed by the CONTRACTOR under the Contract Documents.
- g) Where the New York State Department of Transportation is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, NYSDOT, DOT, DCES or Directors(s) of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the OWNER. This change shall be made in all of the documents referenced by and relating to this contract.

### 1.2.2 Qualifications of Bidders

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

#### 1.2.3 Examination of Contract Documents and Site

It is the responsibility of each BIDDER before submitting a Bid:

- To examine thoroughly the Contract Documents and other related data identified in the bidding Documents (including "technical" data referred to below);
- 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;
- To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
- To promptly notify OWNER of all conflicts, errors, ambiguities or discrepancies which BIDDER has discovered in or between the Contract documents and such other related documents.

Reference is made to the Supplemental Information Available to Bidders, Special Notes and Appendices for identification of:

- Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by ENGINEER in preparation of the Contract Documents. BIDDER may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.
- Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. BIDDER may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions, or information shown or indicated in such drawings or otherwise relating to such structures, not upon the completeness thereof for the purposes of bidding or construction.

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

- Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and the OWNER and ENGINEER do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.
- Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Contract Documents due to differing or unanticipated conditions appears in the Special Notes and Special Specifications included in Section 4.0.
- 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.
- 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.

- Reference is made to the Special Notes for the identification of the general nature of work that is to be performed at the site by OWNER or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, OWNER will provide to each BIDDER for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of Section 1.2.3, 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 OWNER written notice of all conflicts, errors, ambiguities and discrepancies that BIDDER has discovered in the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

#### 1.2.4 Availability of Lands for Work

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

#### 1.2.5 Interpretations and Addenda.

All questions about the meaning or intent of the bidding Documents are to be directed to OWNER. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by OWNER and ENGINEER as having received the Bidding Documents. Questions received less than six (6) business days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

#### 1.2.6 Bid Security

Each bid must be accompanied by Bid security made payable to OWNER in an amount of five percent of BIDDER's maximum Bid Price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety.

The Bid security of Successful BIDDER will be retained until such BIDDER has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful BIDDER fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the

Notice of Award, OWNER may annul the Notice of Award and the Bid security of that BIDDER will be forfeited. The Bid security of other BIDDERS whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the thirty-sixth day after the Bid opening, whereupon Bid security furnished by such BIDDERS will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

#### 1.2.7 Contract Times

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment as set forth in the Agreement and as set forth herein. The work shall be substantially completed with road and culvert open to traffic and ready for final payment on or before September 30, 2021. During the period of construction, closure of Tracy Road shall not exceed sixty (90) days, between the dates of June 1, 2021 and August 30, 2021.

#### 1.2.8 Liquidated Damages.

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

#### 1.2.9 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 OWNER and ENGINEER, application for such acceptance will not be considered by OWNER and ENGINEER until after the Effective Date of the Agreement.

#### 1.2.10 Subcontractors, Suppliers, and Others

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

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

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

#### 1.2.11 Bid Form

The Bid Form is included with the Bidding Documents; additional copies may be obtained from OWNER (or the issuing Office).

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

Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

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.

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

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

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

Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided. State contractor license number, if any, must also be shown.

#### 1.2.12 Disqualification

The OWNER reserves the right to refuse to issue a Bid Form to a prospective BIDDER should such BIDDER be in default for any of the following reasons:

- (a) Failure to comply with any prequalification regulations of the OWNER, if such regulations are cited, or otherwise included, in the Proposal as a requirement for bidding.
- (b) Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the OWNER) at the time the OWNER issues the Proposal to a prospective BIDDER.
- (c) Contractor default under previous contracts with the OWNER.
- (d) Unsatisfactory work on previous contracts with the OWNER.

Bids received from BIDDERS who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the BIDDER cannot show that he has the necessary ability,

plant and equipment to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the time specified. A bid may be rejected if the BIDDER is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

Bids shall be considered irregular for the following reasons:

- (a) If the bid is on a form other than that furnished by the OWNER, or, if the OWNER's form is altered, or, if any part of the Bid Form is detached.
- (b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.
- (c) If the bid is not accompanied by the bid security specified by the OWNER.

#### 1.2.13 Submission of Bids.

Essex County has partnered with the Empire State Purchasing Group. We urge vendors to submit responses electronically on BidNetDirect. Please submit bids on <u>www.bidnetdirect.com/essexcounty</u>. Hard copy Bids may be submitted at the time and place indicated in the Advertisement of Notice to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of BIDDER and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED BID – TRACY ROAD OVER ASH CRAFT BROOK CULVERT REPLACEMENT" on the face of it.

#### 1.2.14 Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If, within twenty-four hours after Bids are opened, any BIDDER files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid and bid security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Contract Documents.

#### 1.2.15 Opening of Bids

Bids will be opened and (unless obviously non-responsive) read aloud at the place where Bids are to be submitted. Due to the COVID-19 State of Emergency, bids may not be opened and read live in person and may be live streamed. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to BIDDERS after the opening of Bids.

#### 1.2.16 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.

#### 1.2.17 Award of Contract.

OWNER reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make an award to that BIDDER, whether because the Bid is not responsible or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful BIDDER. Discrepancies between words and figures will be resolved in favor of the words.

In evaluating Bids, OWNER will consider the qualifications of BIDDERS, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided Section 1.2.10 of the Instruction to Bidders. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of BIDDERS, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

If the contract is to be awarded, it will be awarded to lowest BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

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.

#### 1.2.18 Contract Security.

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

#### 1.2.19 Signing of Agreement

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

#### 1.2.20 Sales and Use Taxes

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

#### 1.2.21 Retainage.

Provisions for retainage, if any, are set forth in the Essex County Documents.

#### 1.2.22 Laws and Regulations

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

#### 1.2.23 Coordination With Others

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

#### 1.2.24 Non-Collusive Bidding Certificate

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

#### 1.2.25 Basis of Award

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

#### 1.2.26 Notice of Special Conditions

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

- a) Insurance requirements Section 1.2.29.
- b) NYS Department of Transportation Special Conditions included in Section 4.2 Special Notes.
- c) Various Revised and Special Specifications, Section 4.3.
- d) Prevailing wage rates required by N.Y.S. Labor Law Section 5.0.
- e) Subsurface Investigation Report Appendix D.
- f) Environmental Regulation Standard Clauses and Permits, Section 4.2 and Appendix C.
- g) Required Essex County Provisions, Section 6.0.

#### 1.2.27 Control of Work

#### Authority of Engineer:

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

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

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

#### 1.2.28 Control of Materials

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

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

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

- all dimensions;
- all testing of materials

The NYSDOT Regional Materials Engineer shall be responsible for all Asphalt and Concrete plant inspection. The NYSDOT Geotechnical Engineer shall provide approval for all stockpiles and sources for granular material. In the event NYSDOT employees are unavailable, the Sponsor will provide testing in all plants. The CONTRACTOR shall provide all on-site testing as required by specifications, the Sponsor shall provide all other on-site testing as required

#### 1.2.29 Insurance Requirements

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

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

- (a) Coverage Types and Policy Limits. The types of coverage and policy limits required from the CONTRACTOR are specified in Paragraph (b) Insurance Requirements below. General liability insurance shall apply separately on a per-job or per-project basis.
- (b) Policy Forms. Except as may be otherwise specifically provided herein or agreed in writing by the Department, policies must be written on an occurrence basis. In the event that occurrence-based coverage is not commercially available, claims-made policy forms will be considered provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy. Insurance policies that remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) or that remove or modify the "insured contract" exception to the employers liability exclusion so as to limit coverage for claims that arise out of contract work, or that do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors, are not acceptable. Policy forms must be provided to the Department upon request.
- (c) Certificates of Insurance/Notices. CONTRACTOR shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the County, before commencing any work under this contract. Certificates or transmittal correspondence shall reference the project identification number (PIN) and local project number listed in this proposal. Certificates shall be provided to the OWNER as required in the Section III (Agreement) of this contract manual.

#### Name and address of Certificate Holder: Essex County P.O. Box 217 Elizabethtown, NY 12932

Unless otherwise agreed, policies shall be written so as to require that the policy will not be (i) canceled, (ii) materially changed or (iii) permitted to expire or lapse for any reason except upon ten (10) days' prior written notice to the OWNER by Certified Mail, Return Receipt Requested at the address stated above. In addition, if required by the OWNER, the CONTRACTOR shall deliver to the OWNER within ten (10) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

Certificates of Insurance shall:

- Be in the form provided by the Department. The ACORD 25 Certificate must be accompanied by an ACORD 855 "New York Construction Addendum" completed to indicate information about the liability insurance.
- Be signed by an authorized representative of the insurance carrier or producer.
- Disclose any deductible, self-insured retention, aggregate limit.
- Refer to this Contract by number on the face of the certificate

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

- Direct the CONTRACTOR to suspend work and not re-enter the premises with no additional payment or extension of time due on account thereof, or
- May withhold further contract payments in accordance with Article 8 No Payment Due to CONTRACTOR's Non-Compliance of the contract agreement, or
- Treat such failure as a breach or default of the contract.
- d) Additional Insureds. All insurance policies required by these specifications, except workers' compensation and professional liability shall be endorsed to provide coverage to "The OWNER, The State of New York/New York State Department of Transportation, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, and any consultants, consultant inspecting engineering, or inspector and their agents or employees working for or on the project" with respect to any claim arising from the CONTRACTOR's Work under this contract or as a result of the CONTRACTOR's activities. The endorsement shall be effected by endorsement of the applicable policy using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a form(s) that provides equivalent coverage.

#### **ADDITIONAL INSURED PARTIES:**

Essex County

Town of North Husdon

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

The People of the State of New York Schoder Rivers Associates Consulting Engineers, P.C.

- e) Primary Coverage. The liability and protective liability insurance policies shall provide primary and non-contributory coverage to the Department for any claim arising from the CONTRACTOR's Work under this contract, or as a result of the CONTRACTOR's activities.
- f) Waiver of Subrogation. As to every type and form of insurance coverage required from the CONTRACTOR, there shall be no right of subrogation against the State of New York/New York State Department of Transportation, its agents or employees. To the extent that any of CONTRACTOR's policies of insurance prohibit such a waiver of subrogation, CONTRACTOR shall secure the necessary permission to make this waiver.
- g) Policy Renewal/Expiration. At least ten (10) calendar days prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Department than the expiring policies shall be delivered to the Department in the manner required for service of notice in Paragraph A.3. Certificates of Insurance/Notices above.
- h) Self-Insured Retention/Deductibles. A CONTRACTOR utilizing self-insurance programs is required to provide a description of the program for Department approval. Collateralized deductible and self-insured retention programs administered by a third party may be approved. Except as may be specifically provided in the Contract Documents of a particular project,

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

i) Waiver of Indemnities. The CONTRACTOR waives any right of action it and/or its insurance carrier might have against the Department (including its employees, officers, commissioners, or agents) for any loss that is covered by a policy of insurance that is required by this contract. The CONTRACTOR waives any right of action it and/or its insurance carrier might have against the Department (including its employees, officers, commissioners, or agents) for any loss, whether or not such loss is insured. j) Subcontractor's Liability Insurance. In the event that any portion of the work described in this contract is performed by an approved subcontractor, the insurance requirements of this Article shall be incorporated into the subcontract agreement. Subcontractor insurance requirements shall include the requirements for Workers' Compensation, Commercial General Liability, and, if applicable, Commercial Auto and/or Professional Liability. Excess or umbrella insurance is not required for subcontractors. CONTRACTOR shall require that Certificates of Insurance, meeting the requirements of the Department are provided to the Department documenting the insurance coverage for each and every subcontractor employed by them to do work under this contract.

**Insurance Requirements**. The types of insurance and minimum policy limits shall be as indicated in Section 6.8 ESSEX COUNTY DOCUMENTS >> Appendix C Insurance Requirements.

#### 1.2.30 Payment Procedures

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

Progress Payments; OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, each month during construction. Such payments will be measured by the values set forth in the CONTRACTOR's Bid Schedule.

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

# 2.0 PROPOSAL

PROPOSAL INDEX

- 2.1 Bid Form (Proposal)
- 2.2 Itemized Unit Price Bid Form
- 2.3 Bid Security Form #1: Consent of Surety
- 2.4 Statement of Surety's Intent
- 2.5 Vendor Responsibility Questionnaire
- 2.6 Certificate of Authority
- 2.7 Certification of Experience
- 2.8 Certification of Compliance With Iran Divestment Act
- 2.8 Non-Collusive Bidding Certification
- 2.9 Contractor's Acknowledgement
- 2.10 W-9 Form
- 2.11 Bidder's Checklist

# PROPOSAL – TOTAL BID FORM

#### P.I.N 1761.06 TRACY ROAD OVER ASH CRAFT BROOK CULVERT REPLACEMENT TOWN OF NORTH HUDSON

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

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

organized and existing under the laws of the State of \_\_\_\_\_,

doing business as \_\_\_\_\_

to Essex County, New York

to furnish and deliver all labor, supervision, materials, and equipment and perform all work in accordance with the Specifications for *Tracy Road over Ash Craft Brook Culvert Replacement* in the Town of North Hudson, New York for the following Unit Price Bid.

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

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

#### TOTAL UNIT PRICE BID

(Amount in Words)

(Amount in Figures)

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

#### PROPOSAL – TOTAL BID FORM P.I.N 1761.06 TRACY ROAD OVER ASH CRAFT BROOK CULVERT REPLACEMENT TOWN OF NORTH HUDSON

#### ADDENDA ACKNOWLEDGEMENT

Addendum No.	Date Received

The undersigned agrees as follows:

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

Bidder:	
By:	
Title:	
Address:	
Dated:	
Telephone:	
Fax:	
Social Security	//Federal ID No:
Email:	

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
BASE BID – C	ULVERT REPLACEMENT				
201.07	Clearing & Grubbing	0.1 / AC	and Cents	\$	\$
203.02	Unclassified Excavation and Disposal	250 / CY	and Cents	\$	\$
203.03	Roadway Embankment	1,800 / CY	and Cents	\$	\$
203.21	Structural Fill	615 / CY	Dollars and Cents	\$	\$
206.01	Structural Excavation	850 / CY	and Cents	\$	\$
207.20	Geotextile Bedding Fabric (Stone Filling)	335 / SY	Dollars and Cents	\$	\$
207.24	Geotextile Stabilization Fabric	1,600 / SY	and Cents	\$	\$
207.27	Prefabricated Composite Integral Abutment Drain	52 / SY	and Cents	\$	\$

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
209.13	Silt Fence	1,250 / LF	and Cen	ֆ	\$
304.12	Subbase Type 2	365 / CY	and Cen	ֆ	\$
402.098103	Top Course Pavement	115 / TON	and Cen	\$	\$
402.198903	Binder Course	190 / TON	and Cen	ֆ	\$
520.0900001 0	Saw Cutting Asphalt Concrete	71 / LF	and Cen	<u>م</u>	\$
553.02nnnn	Cofferdam	1 / EA	and Cen	\$	\$
553.03nnnn	Temporary Waterway Diversion Structure	1 / EA	and Cen	\$	\$
554.41	Fill Type Retaining Wall, 6'- 12'	765 / SF	and Cen	\$	\$

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
562.0101	Precast Conc. 3-Sided Structure	125 / SY	Dollars and Cents	\$	\$
595.5000001 8	Sheet Applied Waterproofing Membrane	1,700 / SF	and Cents	\$	\$
603.100nnnn	18" Diameter HDPE End Section	2 / EA	and Cents	\$	\$
603.9818	18" Dia. HDPE Culvert	40 / LF	and Cents	\$	\$
606.10	Box Beam Guide Railing	789 / LF	and Cents	\$	\$
606.100002	Shop Bent Or Mitered Box Beam Guide Railing	36 / LF	Dollars and Cents	\$	\$
606.120201	Type IIA End Assembly	2 / EA	and Cents	\$	\$
607.4101001	Temporary Plastic Barrier Fence	1,070 / LF	Dollars and Cents	\$	\$

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
610.1401	Reuse Topsoil - Roadside	90 / CY	and Cent	\$	\$
610.1601	Roadside Turf Establishment	1,500 / SY	and Cent	\$	\$
619.01	Basic Work Zone Traffic Control	1 / LS	and Cent	\$	\$
620.02	Light Stone Filling	2 / CY	and Cent	\$	\$
620.05	Heavy Stone Filling	225 / CY	and Cent	⊅	\$
640.10	White Paint Reflectorized Pavement Stripes	1,025 / FT	and Cent	Þ	\$
640.11	Yellow Paint Reflectorized Pavement Stripes	1,025 / FT	and Cent	⊅	\$
699.040001	Mobilization	1 / LS	and Cent	\$	\$

ITEM NUMBER	ITEM DESCRIPTION	QUANTITY / UNIT	UNIT PRICE IN WORDS	UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
TOTAL			Dollars	TOTAL BASE	•
IOTAL	BASE BID (WORDS)	and	Cents	BID (NUMERALS)	\$

# NOTE: THIS FORM MUST BE EXECUTED BY YOUR SURETY AND SUBMITTED WITH YOUR BID.

#### ESSEX COUNTY BID SECURITY FORM #1

#### **CONSENT OF SURETY**

Issued to:

(Name of Bidder)

CONTRACT NUMBER \_\_\_\_\_

In consideration of the premises and of one dollar to it in hand paid by the County of Essex the receipt whereof is hereby acknowledged, the undersigned contents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the said County of Essex and if the said corporation, person or persons shall omit or refuse to execute such contract if so awarded, it will pay, on demand, to the said County of Essex , any difference between the sum bid by the corporation, person or persons and the sum which the said County may be obliged to pay the corporation, person to whom the contract may be afterwards awarded, the amount in each case to be determined by the bids for said contract.

In witness whereof,	said Surety has set its	seal and caused these	presents to be signed by its duly	y authorized
officers, this	day of	,20		

(SEAL)

BY:\_\_\_\_\_

TITLE:\_\_\_\_\_

NOTE: Attach necessary Power of Attorney, Notarial Acknowledgement of Signature and Surety's Financial Statement.

#### **STATEMENT OF SURETY'S INTENT**

o: _			
	We have reviewed the Bid of		
		(Contractor)	
of			
_		(Address)	
for _			
		(Project)	
		(110,000)	

Bids for which will be received on

(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by this Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves, and we assume no liability to you or third parties if for any reason we do not execute the requisite bonds.

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:

Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate seal if any. If no seal, write "No Seal" across this place and sign.)

### **BID SECURITY**

# (ATTACHED HERE - CERTIFIED CHECK, CASH OR BID BOND)

#### ESSEX COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:				
PRIME CONTRACTOR				
2. VENDOR'S LEGAL BUSINESS	S NAME	3. IDENTIFIC	ATION NUMBERS	
		A) FEIN	#	
		B) DUN	S #	
4. D/B/A – Doing Business As (if a	applicable) & COUNTY FIELD	5. WEBSITE	ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLAC	CE OF BUSINESS/EXECUTIVE OFI	FICE 7. TELEPHO NUMBER	NE 8. FAX NUM	IBER
9. ADDRESS OF PRIMARY PLAC IN NEW YORK STATE, if differ	FICE 10. TELEPHONUMBER	DNE 11. FAX NU	MBER	
12. AUTHORIZED CONTACT FO	R THIS QUESTIONNAIRE			
Name				
Title				
Telephone Number				
Fax Number				
Email				
13. LIST ALL OF THE VENDOR'S				
A) NAME	TITLE	B) NAME	TITLE	
C) NAME	TITLE	D) NAME	TITLE	
ATTACHMENT TO THE COMPLE	REQUIRED FOR EACH QUESTION TED QUESTIONNAIRE. YOU MUS IATION OF VENDOR RESPONSIBI	ST PROVIDE ADEQUATE DETA	LS OR DOCUMENTS TO	O AID THE
NAME, FEIN, or D/B/A OTHER TI	R HAS IT USED IN THE PAST FIVE HAN THOSE LISTED IN ITEMS 2-4 umber(s) or any D/B/A names and th ionship to the vendor	ABOVE? List all other business	name(s),YES	6 NO
	LS NOW SERVING IN A MANAGEI AL OWNERS AND OFFICERS, WHO			
	public official or officer? me, business title, the name of the c of service	organization and position elected	orYES	5 NO
	I party organization in Essex County me, business title or consulting capa s.		on held withYES	5NO

CONSUL OF THE	IIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR TING CAPACITY, PRINCIPAL, OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING SS:		
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;		
	<ol><li>had a bid rejected on an Essex County contract for failure to comply with the MacBride Fair Employment Principles;</li></ol>		
	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;		
	<ol> <li>had a status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</li> </ol>		
	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		
JUDGME Indicate i judgmen amount o	HE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES <sup>1</sup> HAD ANY CLAIMS, ENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? If this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, t, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the each items as "open" or "unsatisfied".	YES	NO
18. DUR	ING 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
AFFILIA PROCEE OF FILIN		YES	NO
FEIN. PI	if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and rovide the court name, address and docket number. Indicate if the proceedings have been initiated, ending or have been closed. If closed, provide the date closed.		

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	YES	NO
21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:		
<ul> <li>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</li> </ul>	YES	NO
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.		

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

#### ESSEX COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FFIN #
--------

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.

City, State, Zip:

Notary Public

### **<u>CERTIFICATE OF AUTHORITY</u>**

I,			
	(Officer other t	han officer execu	ting proposal documents)
certify that I am the		of the	
	(Title)		(Name of Contractor)
		a corporation,	duly organized and in good standing under the
(L	aw under which organi	ized, e.g., the Ne	w York Business Corporation Law)
named in the forego	ing agreement; that		
-		(Person	n executing proposal documents)
who signed said agr	reement on behalf of the	e Contractor was	, at the time of execution,
		of the Contrac	ctor; that said agreement was duly signed for
(Title of suc	h person)		
and in behalf of said	l Contractor by authori	ty of its Board of	Directors, thereunto duly authorized, and that
such authority is in	full force and effect at	the date hereof.	
			_
	Signature		Corporate Seal
STATE OF NEW Y	ORK ) SS.:		
COUNTY OF ESSI	EX )		
On this	day of	, 20	_, before me personally came
			me to be the
(Title) of			the corporation described in
			duly sworn did depose and say that he, the said
	resides at		, and that he is
			vs the corporate seal of the said corporation; that the
			nd that it was so affixed by order of the Board of
	rporation, and that he s	-	·
OI 5410 00	r	-0 maine u	

Notary Public

County

### **CERTIFICATION OF EXPERIENCE**

BIDDER:	
I,	_ HEREBY CERTIFY THAT (COMPANY
	_ HAS PERFORMED THE FOLLOWING WORK WITHING THE LAST
THREE YEARS <b>UNLESS SPECI</b>	FIED DIFFERENTLY IN THE SPECIFICATION:
NAMES OF BUSINESS:	CONTACT NAME:
ADDRESS:	
AMOUNT OF CONTRACT:	TELEPHONE NO.:
	FAX NO.:
NAMES OF BUSINESS:	CONTACT NAME:
	FAX NO.:
NAMES OF BUSINESS:	CONTACT NAME:
ADDRESS:	
	TELEPHONE NO.:
	FAX NO.:
	CONTACT NAME:
ADDRESS:	
AMOUNT OF CONTRACT:	TELEPHONE NO.:
	FAX NO.:
	CONTACT NAME:
ADDRESS:	
AMOUNT OF CONTRACT:	TELEPHONE NO.:
	FAX NO.:
	CONTACT NAME:
ADDRESS:	
AMOUNT OF CONTRACT:	TELEPHONE NO.:
TYPE OF WORK:	FAX NO.:

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

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

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

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

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

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

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

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

SIGNED

SWORN to before me this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_

Notary Public

#### **NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

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

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

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

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

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

Name of Bidder:

(print full legal name)

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

Signature:

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

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

#### CONTRACTOR'S ACKNOWLEDGEMENT (If Corporation)

STATE OF NEW YORK) SS: COUNTY OF ESSEX)

On this day of	20, before me personally came	
	to me known, and known to me to be the	
of the Corporation descri	bed in and which executed the within instrument, who being duly swo	orn did depose
and say that he, the said _	reside at	and
that he is	of said corporation and knows the corporate seal of the	ne said
-	affixed to the within instrument is such corporate seal and that it was ectors of said corporation, and that he signed his name thereto by like	•

Notary Public

#### CONTRACTOR'S ACKNOWLEDGEMENT (If Individual)

STATE OF NEW YORK) SS: COUNTY OF ESSEX)

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_, before me personally came

to me known, and known to me to be the same

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

Notary Public

#### CONTRACTOR'S ACKNOWLEDGEMENT (If Co-Partnership)

STATE OF NEW YORK) SS: COUNTY OF ESSEX)

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_, before me personally came

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

Notary Public

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above	
s on page 3.	following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)
type	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►	
Print or type. Specific Instructions	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is	Exemption from FATCA reporting code (if any)
ecit	Other (see instructions) ►	Applies to accounts maintained outside the U.S.)
See <b>Sp</b>	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name an	d address (optional)
0)	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Par	t I Taxpayer Identification Number (TIN)	
		rity number
reside	p withholding. For individuals, this is generally your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s. it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	

TIN, later.	-			. ,				-
Note: If the	e accoun	t is ir	n more than one name,	see the	instructions	for line 1.	Also see What I	Vame and
Number To	Give the	Rec	nuester for quidelines o	n whose	number to e	enter		

Certification Part II

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 for Part II, later.

Sign	Signature of
Here	U.S. person >

### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### **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)

or

Employer identification number

• Form 1099-S (proceeds from real estate transactions)

Date 🕨

- 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, later.

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*, later, 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 Pub. 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

#### 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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
<ul> <li>Individual</li> <li>Sole proprietorship, or</li> <li>Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.</li> </ul>	Individual/sole proprietor or single- member LLC
<ul> <li>LLC treated as a partnership for U.S. federal tax purposes,</li> <li>LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or</li> <li>LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.</li> </ul>	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester,* later, 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. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>		
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account		
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>		
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>		
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>		
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>		
7. 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:		
8. Disregarded entity not owned by an individual	The owner		
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>		
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation		
11. Association, club, religious, charitable, educational, or other tax- exempt organization	The organization		
12. Partnership or multi-member LLC	The partnership		
13. A broker or registered nominee	The broker or nominee		

For this type of account:	Give name and EIN of:
14. 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
<ol> <li>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))</li> </ol>	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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*, earlier.

\*Note: The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.ldentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/ldentityTheft* 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.

## BIDDER'S CHECKLIST

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

VENDOR RESPONSIBILITY QUESTIONNAIRE	[HAVE NOTARIZED]
CERTIFICATE OF AUTHORITY	
CERTIFICATION OF EXPERIENCE	
BID SECURITY FORM # 1	
STATEMENT OF SURETY'S INTENT	
PROPOSAL	
CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT	[HAVE NOTARIZED]
NON-COLLUSIVE BIDDING CERTIFICATION	[HAVE NOTARIZED]

# 3.0 AGREEMENT

#### **OWNER / CONTRACTOR AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_ by and between Essex County, hereinafter called "Owner" and \_\_\_\_\_\_ doing business as a corporation located in the City/Town of \_\_\_\_\_\_, hereinafter called

"Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the project described as follows:

#### P.I.N 1761.06 TRACY ROAD OVER ASH CRAFT BROOK CULVERT REPLACEMENT TOWN OF NORTH HUDSON

Hereinafter called the "project", for the sum of \$\_\_\_\_\_\_ under the terms as stated in the General and Special Conditions of the contract; and materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Information for Bidders, the General Conditions, Special Specifications of the contract, the Plans, which include all maps, plats, blue prints and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Owner.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project in a Timely manner. In case this contract is modified and changed by the Owner, so as to make the work less expensive to the Contractor, a proper deduction shall be made from the contract price, which deduction shall be determined by the Owner provided, however, that in the event of such changes the Contractor shall have no claim on this account for loss of anticipated profits on the work involved.

At completion of all work whatsoever required to be done, provided or performed by the Contract, Owner will inspect the work, and if he finds the work acceptable hereunder and the Contract fully performed, he shall issue and file with the Owner and with the Contractor a Certificate of Completion. Such certificate shall state that the work provided for in this contract has been completed and is accepted by him and set forth the entire balance which is due and payable to the Contractor. Before issuance of such Certificate, the Contractor shall submit proof to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid.

The acceptance by the Contractor of the Final Payment shall be, and shall function as, a general release to the Owner of all claims and of all liability whatsoever arising from or in anywise connected with the work. No payment, however, final or otherwise, shall function to release the Contractor or his sureties from any continuing obligations under this Contract or under the Bonds required hereunder.

IN WITNESSETH WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

Date:	
	(Essex County, Owner)
	Shaun Gilliland, Chairman Essex County Board of Supervisors
	Pursuant to Resolution #
	AND
	Contractor Name and Address:
	Federal Tax I.D. #
Date:	
	(signature)
	(printed – name & title)

APPROVED BY:

Daniel T. Manning, County Attorney

# 4.0 TECHNICAL SPECIFICATIONS

#### 4.1 Specifications

The New York State Department of Transportation Office of Engineering Standard Specifications officially finalized and adopted on January 1, 2021 shall apply, except where modified in these specifications. The NYSDOT Standard Specifications are available at:

https://www.dot.ny.gov/main/businesscenter/engineering/specifications.

#### 4.2 Special Notes

#### 4.2.1 Standard Clauses for all New York State Contracts

The CONTRACTOR's attention is specifically called to Section 102-08 of the State of New York Department of Transportation, Office of Engineering, Standard Specifications, Construction and Materials (US Customary), which are current on the date of advertisement for bids.

#### 4.2.2 Special Plan Notes

The CONTRACTOR's attention is specifically called to Sheet No. 1, DWG N-1, NOTES in the drawings.

#### 4.2.3 Operational Damages

The CONTRACTOR will be held entirely responsible for any damages to adjacent property as a result of their operations.

Blasting operations shall be permitted only when approved by the ENGINEER and by the proper municipal authorities. A pre-blasting conference will be required prior to approval being granted by the ENGINEER. Blasting operations shall be conducted in such a manner as not to endanger the public, obstruct streets or to endanger adjacent properties.

The CONTRACTOR shall protect all trees and shrubs 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.

The CONTRACTOR shall be responsible for all fire on the site of the work whether started by himself or others and no materials shall be burned on the site except with the approval of the ENGINEER and not without first obtaining permits from the proper municipal authorities.

#### 4.2.4 Late Delivery of Material in Short Supply

In the event the delivery of any material in short supply is delayed substantially beyond the normal delivery time which results in delaying the completion of the contract, the contract will be extended without the assessment of engineering charges. The CONTRACTOR shall, however,

demonstrate to the ENGINEER that he has made every reasonable effort to obtain such material and complete the contract.

#### 4.2.5 Site Safety

The CONTRACTOR shall perform all work in the Contract Documents 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.

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.

#### 4.2.6 Utilities, General

All known public and private utility installations within the Contract 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 Contract limits have been shown on the plans. In this regard the CONTRACTOR's attention is called to Subsections 102-02 and 105-04 of the Standard Specifications.

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, excavation and grading shall be done with caution in order that these services 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 Essex County Department of Public Works not to inconvenience or additionally cost the CONTRACTOR due to such locationing relating to time and/or place; however, no extra compensation will be made to the

CONTRACTOR by OWNER for extra work or loss of time due to such utilities or the removal or relocation of such utilities.

The CONTRACTOR shall notify the 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.

#### 4.2.7 Preconstruction Conference, Project Schedule, and Emergency Contact List

The CONTRACTOR shall submit to the OWNER and the ENGINEER a detailed construction schedule acceptable to the ENGINEER for review prior to the preconstruction conference. The schedule shall be based on the begin and end of each subtask as outlined in the bid schedule. The CONTRACTOR should be represented at the preconstruction conference by those staff to be in responsible charge of the work, including the site superintendent.

The CONTRACTOR shall submit to the OWNER and the ENGINEER a list of emergency contacts with multiple forms of contact at or before the preconstruction conference.

#### 4.2.8 Construction Inspection

It is intended that during the course of the work, a County Inspector will be present on a daily basis. The CONTRACTOR shall give at least 48-hours notice to the ENGINEER of the following items:

- 1. Installation of Cofferdams and/or Dewatering Methods
- 2. Beginning of Excavation
- 3. Completion of Concrete Formwork and Reinforcement Placement, Prior to the Beginning of and Concrete Pour
- 4. Beginning of any Concrete Pour
- 5. Beginning of Installation of Pre-Cast Concrete Units
- 6. Beginning of the Backfill of any Pre-Cast Concrete Units
- 7. Beginning of Installation of Guide Rail
- 8. Completion of Excavation
- 9. Beginning of any Paving
- 10. Completion of all Work

The CONTRACTOR shall maintain adequate records of the progress of the work and as-built drawings showing deviations from the original plans. Any records pertaining to the work shall be available for review by the ENGINEER at all times.

The CONTRACTOR is responsible for carrying out the provisions of the contract at all times, regardless of whether an authorized inspector is present or not. Any work or item that is, at any time, found to be out of specification or not in compliance with the plans, shall be subject to such corrective measures as directed in writing by the ENGINEER at no additional cost to the County.

#### 4.2.9 Ordinances and Permits

The CONTRACTOR shall comply with, and give all notices required by, all laws, ordinances, rules and regulations bearing on the conduct of the work. He shall procure and pay for all permits and licenses which may be necessary for the completion of the work.

#### 4.2.10 Required Notices

- 1. Fire and Police Officials. Local fire and police authorities shall be notified by the CONTRACTOR in advance of the beginning of the progress of the work in order to coordinate and maintain sufficient fire and police protection.
- School Officials and Ambulance Companies. The CONTRACTOR shall closely coordinate all work impacting school pedestrian and bus traffic with the ENGINEER. Safe School Route Maintenance Plans shall be submitted by the CONTRACTOR and approved by the ENGINEER prior to construction. The cost of any additional signage, flag-persons or other requirements to maintain school routes throughout the duration of the project shall be included in the Bid price for Item 619.01.

The CONTRACTOR is required to make personal contact with appropriate ambulance companies in respect to the effect of road closing on their operations. This should be done several weeks in advance of changes so that there will be adequate time for them to make necessary adjustments to their schedules and routes.

#### 4.2.11 Subcontractors, Suppliers, and Material Sources

The CONTRACTOR shall submit to the ENGINEER for approval at the preconstruction meeting all subcontractors, suppliers and material sources anticipated to be used on the project.

#### 4.2.12 Legal Loads

The CONTRACTOR is reminded that only legal loads are permitted on public highways. Furthermore, it is noted that an existing bridge on Tracy Road located between the project site and the intersection with Route 9 (Tracy Road Bridge Over New Pond Brook) is currently load posted for <u>10 tons</u>, and will be replaced during the same timeframe as the Tracy Road over Ash Craft Brook Culvert Replacement Project, and the road over the bridge will be closed during construction (June 1, 2021 – August 30, 2021).

It is anticipated that seasonal or weather conditions may frequently require the use of lighter and smaller equipment and loads than might be used under optimum conditions. If the ENGINEER determines that hauling operations or other movement of heavy equipment is having or may result in detrimental effects on the finished highway, on or off the site, then the ENGINEER may restrict those operations and/or locations.

#### 4.3 Special Specifications

The following special specification apply to this project, with copies provided as follows:

- 1. 520.09000010 Saw Cutting Asphalt Concrete
- 2. 595.50000018 Sheet-Applied Waterproofing Membrane

### ITEM 520.09000010 - SAW CUTTING ASPHALT CONCRETE

**DESCRIPTION.** This work shall consist of saw cutting existing asphalt concrete pavement or sidewalk at the locations indicated on the plans or where directed by the Engineer.

**MATERIALS.** All equipment proposed for this work shall be approved by the Engineer prior to actual use.

**<u>CONSTRUCTION DETAILS.</u>** Saw cutting shall be along a neat line as indicated on the plans or where directed by the Engineer. Saw cuts shall be made to the depth(s) indicated on the plans.

Any damage to material not indicated for removal, caused by the Contractor's operations shall be repaired by the Contractor. All repair shall be done in a manner satisfactory to the Engineer.

**METHOD OF MEASUREMENT.** This work will be measured by the number of linear feet of saw cutting done. No allowances will be made for saw cuts of different depths.

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

**BASIS OF PAYMENT.** The unit price bid per linear foot of saw cutting shall include the cost of all labor, materials, and equipment necessary to complete the work.

Any repairs made necessary by the Contractor's operations shall be done to the satisfaction of the Engineer at no additional cost to the State.

#### **DESCRIPTION**

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

#### MATERIALS

Use a sheet-applied waterproofing membrane meeting the requirements of §717-02.

#### **CONSTRUCTION DETAILS**

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

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

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

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

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

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

- 1. On vertical surfaces, the waterproofing membrane will be covered with material conforming to §705-07 Premoulded Resilient Joint Filler.
- 2. On horizontal surfaces.

#### ITEM 595.50000018 – SHEET-APPLIED WATERPROOFING MEMBRANE

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

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

Or

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

#### METHOD OF MEASUREMENT

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

#### **BASIS OF PAYMENT**

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

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

# 4.4 List of Drawings

	LIST OF CONTRACT DRAWINGS (Separately Bound)	
SHEET	DRAWING TITLE	DWG.
NO.		NO.
	TITLE SHEET	
1	NOTES	N-1
2	WORK ZONE DETAILS	C-1
3	REMOVALS & SEDIMENT CONTROL PLAN	C-2
4	INSTALLATION PLAN & ELEVATIONS	C-3
5	SITE PLAN, PROFILE & SECTIONS	C-4
6	SECTIONS	C-5
7	DETAILS & SECTIONS	C-6
8	BRIDGE PLAN	S-1
9	SECTIONS	S-2
10	WINGWALL ELEVATIONS & DETAILS	S-3

# 5.0 STATE LABOR REQUIREMENTS FOR PUBLIC WORK

5.1 New York State Prevailing Wage Rates

Roberta Reardon, Commissioner



Andrew M. Cuomo, Governor

Essex County DPW

Erik Sandblom, Engineer SRA Engineers 453 Dixon Road, Ste. 7, Bldg.3 Queensbury NY 12804

Schedule Year Date Requested 01/06/2021 PRC#

2020 through 2021 2021000134

Location North Hudson Project ID# Project Type Bridge replacement Tracy Rd over Ash Craft Brook

#### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2020 through June 2021. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed:

Date Cancelled:

Name & Title of Representative:

Phone: (518) 457-5589 Fax: (518) 485-1870 W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

#### **General Provisions of Laws Covering Workers on Article 8 Public Work Contracts**

#### Introduction

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

#### **Responsibilities of the Department of Jurisdiction**

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission: a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion online.

#### Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "Request for a dispensation to work overtime" form (PW30) and "4 Day / 10 Hour Work Schedule" form (PW 30.1).

#### Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website www.labor.ny.gov.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website www.labor.ny.gov.

#### **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemperaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8. Section 220-a).

#### Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

#### Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

#### **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers. compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers. Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

#### Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

#### **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

#### Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

#### **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

#### Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220e(b) ).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d)).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

#### **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

#### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.

Roberta Reardon, Commissioner



Andrew M. Cuomo, Governor

Essex County DPW

Erik Sandblom, Engineer SRA Engineers 453 Dixon Road, Ste. 7, Bldg.3 Queensbury NY 12804 Schedule Year Date Requested PRC#

2020 through 2021 01/06/2021 2021000134

LocationNorth HudsonProject ID#Project TypeBridge replacement Tracy Rd over Ash Craft Brook

#### Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Federal Employer Identification Number:			
Name:			
City: Amount of Contract: Approximate Starting Date: Approximate Completion Date:	s	State:       Zip:         Contract Type:         []       (01) General Construction         []       (02) Heating/Ventilation         []       (02) Heating/Ventilation         []       (03) Electrical         []       (04) Plumbing         []       (05) Other	

**Contractor Information** All information must be supplied

Phone: (518) 457-5589 Fax: (518) 485-1870 W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

#### Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

#### Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov. https://labor.ny.gov/formsdocs/ui/IA999.pdf

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: <u>dol.misclassified@labor.ny.gov</u>.

#### Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)

#### Effective June 23, 2020

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub*\*. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website *www.labor.ny.gov* or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. \*In the event the required information will suffice.

(12.20)

# To all State Departments, Agency Heads and Public Benefit Corporations IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

# **Budget Policy & Reporting Manual**

# **B-610**

## Public Work Enforcement Fund

effective date December 7, 2005

# 1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

## 2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

## 3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

# To all State Departments, Agency Heads and Public Benefit Corporations IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor Administrative Finance Bureau-PWEF Unit Building 12, Room 464 State Office Campus Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.



Required Notice under Article 25-B of the Labor Law

## Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

#### The law says that you are an employee unless:

- You are free from direction and control in performing your job, and
- You perform work that is not part of the usual work done by the business that hired you, and
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

# It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

**Employee Rights:** If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

# Independent Contractors: If you are an independent contractor, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.

**Penalties** for paying workers off the books or improperly treating employees as independent contractors:

Civil Penalty	First offense: Up to \$2,500 per employee
	Subsequent offense(s): Up to \$5,000 per employee
Criminal Penalty	First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
	Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to <u>dol.misclassified@labor.ny.gov</u>. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name: IA 999 (09/16)

New York State Department of Labor Bureau of Public Work

# **Attention Employees**

# THIS IS A:

# PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of the Labor Laws of 2007: These wages are set by law and must be posted at the work site. They can also be found at: <u>www.labor.ny.gov</u>

If you feel that you have not received proper wages or benefits, please call our nearest office.\*

Albany Binghamton Buffalo Garden City New York City Newburgh

(518) 457-2744 (607) 721-8005 (716) 847-7159 (516) 228-3915 (212) 932-2419 (845) 568-5156 Patchogue Rochester Syracuse Utica White Plains

(631) 687-4882 (585) 258-4505 (315) 428-4056 (315) 793-2314 (914) 997-9507

 For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or <u>www.comptroller.nyc.gov</u> – click on Bureau of Labor Law.

Contractor Name:

Project Location:

# **Requirements for OSHA 10 Compliance**

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

### The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (Note: Completion cards do not have an expiration date.)
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

\*\*A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

### WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirement s on projects, and may issue stopbid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

### Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a countyby-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

### **Paid Holidays**

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

### **Supplemental Benefits**

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

### Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

### **Apprentice Training Ratios**

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor Bureau of Public Work State Office Campus, Bldg. 12 Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

### **Essex County General Construction**

### Boilermaker

### JOB DESCRIPTION Boilermaker

#### **ENTIRE COUNTIES**

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

### WAGES

Per hour

07/01/2020

Boilermaker \$ 38.59

### SUPPLEMENTAL BENEFITS

Per hour

07/01/2020 \$ 24.81

Journeyperson	\$ 24.81
	+ 1.24*

\* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

**OVERTIME PAY** See (B, E, Q, V) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

### **REGISTERED APPRENTICES**

Wages per hour

(1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour

07/01/2020

1st	2nd	3rd	4th	5th	6th	7th	8th
18.60	18.60	19.50	20.37	21.26	22.15	23.04	23.92
+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*	+1.24*

\* This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Carpenter - Building	01/01/2021
JOB DESCRIPTION Carpenter - Building	DISTRICT 2

ENTIRE COUNTIES Clinton, Essex, Franklin

WAGES

Per hour:	07/01/2020
Corportor	¢ 07 57

Carpenter	φZ1.51
Floor Coverer	27.57
Carpet Layer	27.57
Dry-Wall	27.57
Diver-Wet Day	61.25
Diver-Dry Day	28.57
Diver Tender	28.57

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving/dock building work.

# 01/01/2021

- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work

- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.

- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):

- 0' to 80' no additional fee
- 81' to 100' additional \$.50 per foot
- 101' to 150' additional \$0.75 per foot
- 151' and deeper additional \$1.25 per foot

- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):

0' to 50' no additional fee

51' to 100' additional \$.75 per foot

101' and deeper additional \$1.00 per foot

\$21.49

- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

### OVERTIME PAY

See (B, E, \*E2, Q) on OVERTIME PAGE

\* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

### HOLIDAY

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

Note: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

### **REGISTERED APPRENTICES**

ALL APPRENTICES indentured prior to 01/01/2016

Wages per hour (One year terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
50%	60%	70%	80%
Supplemental	Benefits per	hour:	
\$ 11.71	\$ 11.71	\$ 14.31	\$14.31

CARPENTER APPRENTICES indentured after 01/01/2016

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th	
50%	60%	65%	70%	80%	
Supplemental	Benefits per l	hour:			
\$ 11.71	\$ 11.71	\$ 14.31	\$ 14.31	\$ 14.31	

PILEDRIVER/DOCK BUILDER APPRENTICES indentured after 01/01/2016

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
50%*	60%*	70%*	80%*

\*Pile Driver/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piledriving/dock building work. Supplemental Benefits per hour:

\$ 11.71 \$ 11.71 \$ 14.31 \$ 14.31

LINOLEUM, RESILI	ENT TILE, AND CARPET LAYER APPRENTICES indentured after 01/01/2016
Wages per hour (13	00 hour terms at the following percentage of journeyman's base wage):

Wages per ho	our (1300 hou	r terms at the fe	ollowing percer	ntage
1st	2nd	3rd	4th	
50%	60%	70%	80%	
Supplemental	Benefits per	hour:		
\$ 11.71	\$ 11.71	\$ 14.31	\$ 14.31	

ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- Certified welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work

- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-291B-Cli

01/01/2021

### Carpenter - Building / Heavy&Highway

**DISTRICT** 2

### JOB DESCRIPTION Carpenter - Building / Heavy&Highway

### **ENTIRE COUNTIES**

Albany, Alegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

### **PARTIAL COUNTIES**

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing west to the Bear Mountain Circle, continue Northern side of orange obtaining wast of year and the deal mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

### WAGES

Wages per hour:	07/01/2020	07/01/2021 Additional
Carpenter - ONLY for Artificial Turf/Synthetic		
Sport Surface	\$ 31.48	\$ 1.15

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

### SUPPLEMENTAL BENEFITS

Per hour:

\$23.65

**OVERTIME PAY** See (B, E, Q, X) on OVERTIME PAGE

### HOLIDAY

Journeyman

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

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

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

### REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th	,
55%	60%	70%	80%	
Suppleme 1st year to 2nd year to 3rd year to 4th year to	erm erm	per hour:	\$ 11. 11. 14. 14.	80 45

### Carpenter - Heavy&Highway

2-42AtSS

01/01/2021

### JOB DESCRIPTION Carpenter - Heavy&Highway

### **ENTIRE COUNTIES**

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

WAGES		
Per hour	07/01/2020	07/01/2021
		Additional
Carpenter	\$ 33.82	\$ 1.40
		Page 22

Piledriver	33.82	1.40
Diver-Wet Day	58.82	1.40
Diver-Dry Day	34.82	1.40
Diver-Tender	34.82	1.40

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.

- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

### ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.

- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate

- plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
    - 51'to 100' additional \$.50 per foot
    - 101'to 150' additional \$0.75 per foot
  - 151'and deeper additional \$1.25 per foot

- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):

0' to 50' no additional fee

51' to 100' additional \$.75 per foot

101' and deeper additional \$1.00 per foot

- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$23.10

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

### HOLIDAY

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

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled work day before and after the Holiday.

### **REGISTERED APPRENTICES**

ALL APPRENTICES indentured prior to 01/01/2016

Wages per hour (One year terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	
55%	60%	70%	80%	
Supplemental Benefits per hour:				
\$ 11.67	\$ 11.67	\$ 14.27	\$ 14.27	

CAPRENTER APPRENTICES indentured after 01/01/2016

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%
Supplemental Benefits per hour:				
\$11.67	\$ 11.67	\$ 14.27	\$ 14.27	\$ 14.27

PILEDRIVER/DOCKBUILDER APPRENTICES indentured after 01/01/2016

Wages per hour (1300 hour terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th	
55%	60%	70%	80%	
Supplement	tal Benefits per h	our:		
\$ 11.67	\$ 11.67	\$ 14.27	\$ 14.27	

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED: - When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work

shift can start any time from 5:00 p.m. to 1:00 a.m.

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

2-291HH-Alb

JOB DESCRIPTI	ON Electrician		DISTRICT 6	
ENTIRE COUNTI Clinton, Essex, Fra	<b>ES</b> nklin, Jefferson, Lewis, St. Lav	wrence		
WAGES				
Per hour:	07/01/2020	04/01/2021	04/01/2022	
		Additional	Additional	
Electrician	\$ 36.00	\$ 1.60	\$ 1.65	
Teledata	36.00			
Welder	38.00			

NOTE: Additional premiums for the following work listed:

- Additional \$1.50 per hour for work performed underground such as tunnels and mine shafts. Excludes manholes and walkway tunnels between buildings.

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

Shift Work: The following rates will apply on all Contracting Agency mandated shifts worked between the hours listed below. The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency. If a shift begins outside of the stated shift hours, the rate paid would be determined by what shift the majority of the hours were worked.

1st shift:	8:00 AM to 4:30 PM	regular wage rate	
2nd shift:	4:30 PM to 1:00 AM	regular wage rate plus	17.3%
3rd shift:	12:30 AM to 9:00 AM	1 regular wage rate plu	s 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour:

\$ 21.23 \*plus 5.75% of gross wage.

\* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HC	)LI	DAY

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

### **REGISTERED APPRENTICES**

WAGES per hour: Hourly terms at the following percentage of Journeyman's wage.

	1-1000	to 2000	to 3500	to 5000	to 6500	to 8000
	45%	50%	55%	60%	70%	80%
Electrician	\$16.20	\$18.00	\$19.80	\$21.60	\$25.20	\$28.80
Tunnel	\$17.70	\$19.50	\$21.30	\$23.10	\$26.70	\$30.30

SUPPLEMENTAL BENEFITS per hour:

	07/01/2020
Appr 1st & 2nd term	\$ 10.27 * plus 5.75% of gross wage
Appr All other terms	\$ 21.23 * plus 5.75% of

### gross wage

### \* NOTE: THE 5.75% IS BASED ON THE HOURLY WAGE PAID, STRAIGHT TIME RATE OR PREMIUM TIME RATE.

6-910 01/01/2021 **Elevator Constructor** JOB DESCRIPTION Elevator Constructor **DISTRICT** 1 **ENTIRE COUNTIES** Albany, Clinton, Essex, Fulton, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington PARTIAL COUNTIES Madison: Madison Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida Oneida: Entire county except the towns of: Camden, Florence, and Vienna. WAGES Per hour 07/01/2020 01/01/2021 Mechanic \$47.51 \$49.10 Helper 70% of Mechanic 70% of Mechanic Wage Rate Wage Rate Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday. \*\*\*Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day. SUPPLEMENTAL BENEFITS Per hour 07/01/2020 01/01/2021 Journeyperson/Helper \$ 34.765\* \$ 35.825\* (\*)Plus 6% of hourly rate, if less than 5 years of service. Plus 8% of hourly rate, if more than 5 years of service. **OVERTIME PAY** 

See (D, O) on OVERTIME PAGE

### HOLIDAY

Paid:	See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime:	See (5, 6, 15, 16) on HOLIDAY PAGE
Note: When a paid holid	ay falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on
Monday.	

### **REGISTERED APPRENTICES**

Wages per hour:				
0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50%	55 %	65 %	70 %	80 %

(\*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits - per hour worked:

Same as Journeyperson/Helper

Glazier

1-35

01/01/2021

### JOB DESCRIPTION Glazier

### **DISTRICT** 1

### **ENTIRE COUNTIES**

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

	07/01/2020	5/01/2021 Additional
Glazier Base Wage	\$ 30.75	\$ 1.75
	+ additional \$2.20 per hour for all ho	urs worked

High Work Base Wage\*

32.65 + additional \$3.55 per hour for all hours worked

(\*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the 4 Day/10 Hour Work schedule, as your normal schedule, you must submit an Employer Registration for Use of 4 Day/10 Hour Work Schedule, form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 20.21
Journeyman	
High Work	25.51

### **OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE Premium is applied to the respective base wage only.

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT WORK OR SINGLE IRREGULAR SHIFTS STARTING BETWEEN THE HOURS LISTED BELOW:

4:00pm to 6:30am:

ADDITIONAL 12.5% TO APPLICABLE WAGE RATE AND SUPPLEMENTAL BENEFIT\*\*

### \*\*SHIFT RATE STOPS AFTER 6:30AM

### HOLIDAY

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

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

### **REGISTERED APPRENTICES**

Wages per hour

Apprentice Glazier One Year and 1500 hr. terms at the following percentage of Journeymans base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
+ additional \$	2.20 per hour	for all hours w	orked for all terms

Apprentice Glazier Hi-Work One Year and 1500 hr. terms at the following percentage of Journeymans Hi-Work base wage.

1st	2nd	3rd	4th
50%	65%	75%	90%
1		بربيه ما المعرفة مربيه	

+ additional \$3.55 per hour for all hours worked for all terms

Supplemental Benefits per hour worked

Apprentice	
1st term	\$ 16.54
2nd-4th term	20.21
Apprentice High Work	
1st term	19.49
2nd-4th term	25.51

### Insulator - Heat & Frost

JOB DESCRIPTION Insulator - Heat & Frost ENTIRE COUNTIES **DISTRICT** 1

01/01/2021

1-201

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

### WAGES

Wages per hour	07/01/2020
Asbestos Worker* Insulator* Firestopping Worker*	\$ 36.36 36.36 30.91

(\*)On Mechanical Systems only.

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

### SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$22.78

### **OVERTIME PAY**

See (\*B1, \*\*Q) on OVERTIME PAGE \*B1=Double time begins after 10 hours on Saturday \*\*Q=Triple time on Labor Day if worked.

### HOLIDAY

 Paid:
 See (1) on HOLIDAY PAGE

 Overtime:
 See (5, 6) on HOLIDAY PAGE

 When a holiday falls on Sunday the following Monday shall be observed as the holiday.

### **REGISTERED APPRENTICES**

Wages per hour

one year terms at the following percentage of Journeyperson's wage.

1st	2nd	3rd	4th
60 %	70 %	80 %	90 %

Supplemental Benefits per hour worked:

Apprentices \$ 22.78

Ironworker

### JOB DESCRIPTION Ironworker

### **ENTIRE COUNTIES**

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

### PARTIAL COUNTIES

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Perth, Bleecker and Johnstown.
Hamilton: Only the Townships of Hope, Benson and Wells.
Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.
Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES Wages Per hour	07/01/2020
Ornamental	\$ 32.10
Reinforcing	32.10
Rodman	32.10
Structural & Precast	32.10
Mover/Rigger	32.10
Fence Erector	32.10
Stone Derrickman	32.10
Sheeter	32.35
Curtain Wall Installer	32.10
Metal Window Installer	32.10

### SUPPLEMENTAL BENEFITS

Per hour

### JOURNEYPERSON

01/01/2021

**DISTRICT** 1

1-40

### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE Note: Any holiday which occurs on Sunday shall be observed the following Monday.

### **REGISTERED APPRENTICES**

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2020
1st year 2nd year 3rd year 4th year	\$ 16.50 18.50 20.50 22.50
Supplemental Benefits per hour worked 1st year 2nd year 3rd year 4th year	\$ 11.50 22.92 24.54 26.18

### Laborer - Building

### JOB DESCRIPTION Laborer - Building

ENTIRE COUNTIES Clinton, Essex, Warren

#### WAGES

GROUP A: All Laborers (except as noted) GROUP B: Asbestos & Hazardous Waste Work. GROUP C: Solar/Wind projects\*

Per hour:	07/01/2020	07/01/2021 Additional	07/01/2022 Additional	07/01/2023 Additional
Group A	\$ 24.73	\$ 1.10	\$ 1.15	\$ 1.25
Group B	26.23	1.10	1.15	1.25
Group C	25.23	1.10	1.15	1.25

\* Applies when performing delivery handling and site readiness for all solar panel and wind turbine projects, whether on land or water.

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

### SUPPLEMENTAL BENEFITS

Per hour:

\$ 23.09

OVERTIME PAY See (B, E, E2, Q) on OVERTIME PAGE

### HOLIDAY

Journeymen

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

### **REGISTERED APPRENTICES**

WAGES per hour:

Terms are at the following percentage of Group Rate A.

0-1,000 Hrs	1,001-2,000 Hrs	2,001-3,000 Hrs	3,001-4,000 Hrs
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

1-12

01/01/2021

### Laborer - Heavy&Highway

### JOB DESCRIPTION Laborer - Heavy&Highway

### **ENTIRE COUNTIES**

Clinton, Essex, Warren

#### WAGES

GROUP A: Drill Helper, Flagmen, Outboard and Hand Boats.

GROUP B: BASIC RATE: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter & Power Unit, Pusher Type Concrete Saw and All Other Gas, Electric, Oil, and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling Equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters, Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Removal Work when designated by State/Federal as hazardous waste site and regulations require employees wear required personal protection.

Per hour:	07/01/2020	07/01/2021
		Additional
GROUP A	\$ 26.67	\$ 1.60
GROUP B	26.87	1.60
GROUP C	27.07	1.60
GROUP D	27.27	1.60
GROUP E	29.37	1.60

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$2.50 per hour.

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeymen

\$ 25.85

**OVERTIME PAY** 

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY Paid:

See (5, 6) on HOLIDAY PAGE Overtime:

See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

### **REGISTERED APPRENTICES**

WAGES: 1000 hour terms at the following percentage of Journeyman's GROUP B wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822/2h

01/01/2021

Laborer - Tunnel

#### JOB DESCRIPTION Laborer - Tunnel

**ENTIRE COUNTIES** Clinton, Essex, Warren WAGES

**DISTRICT** 7

Published by the New York State Department of Labor PRC Number 2021000134 Essex County

There shall be a twelve (12) month carryover from the bid date of the posted proposal wage and fringe benefit rates. However, if the project documents contain multiyear wage rate schedules, the Employer shall be obligated to pay the wage rates therein as they become effective.

GROUP A: General Laborer

GROUP B: Change Houseman, Miners and all Machine Men, Safety Miner, all Shaft-work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Hazardous/Waste Work. Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

Per hour:	07/01/2020	07/01/2021
		Additional
GROUP A	\$ 29.85	\$ 1.60
GROUP B	30.05	1.60
GROUP C	32.35	1.60

NOTE: A single irregular work shift shall be paid an additional \$2.50 per hour.

IMPORTANT NOTE: Wage and supplement rates for the operation of forklift and skid steer may be found under the classification "Operating Engineer".

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$25.85

### **OVERTIME PAY** See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: S Overtime: S

See (5, 6) on HOLIDAY PAGE See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, it will be celebrated on Friday. If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

### **REGISTERED APPRENTICES**

WAGES per hour:

Terms are at the following percentage of GROUP B rate.

0-1000 Hrs	1001-2000 Hrs	2001-3000 Hrs	3001-4000 Hrs
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-1822T

01/01/2021

### Lineman Electrician

JOB DESCRIPTION Lineman Electrician

### ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

### WAGES

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

07/01/2020

\$ 53.50

Crane, Crawler Backhoe	53.50
Welder, Cable Splicer	53.50
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	32.10

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 53.50
Crane, Crawler Backhoe	53.50
Cable Splicer	58.85
Certified Welder -	
Pipe Type Cable	56.18
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	32.10

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 54.82
Crane, Crawler Backhoe	54.82
Cable Splicer	60.30
Certified Welder -	
Pipe Type Cable	57.56
Digging Mach. Operator	49.34
Tractor Trailer Driver	46.60
Groundman, Truck Driver	43.86
Equipment Mechanic	43.86
Flagman	32.89

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 56.01
Crane, Crawler Backhoe	56.01
Cable Splicer	56.01
Digging Mach. Operator	50.41
Tractor Trailer Driver	47.61
Groundman, Truck Driver	44.81
Equipment Mechanic	44.81
Flagman	33.61

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour worked (also required on non-worked holidays):

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

Journeyman	\$ 24.90
	*plus 6.75% of
	hourly wage

\*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.

### **OVERTIME PAY**

See (B, E, Q,) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction. NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

### **REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249a

01/01/2021

### Lineman Electrician - Teledata

JOB DESCRIPTION Lineman Electrician - Teledata

### DISTRICT 6

### ENTIRE COUNTIES

Albany, Alegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

### WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation). 07/01/2020 01/01/2021

Cable Splicer	\$ 33.77	\$ 34.78
Installer, Repairman	\$ 32.05	\$ 33.01
Teledata Lineman	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 32.05	\$ 33.01
Groundman	\$ 16.99	\$ 17.50

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

**DISTRICT** 6

### SUPPLEMENTAL BENEFITS

Per hour:		
Journeyman	\$ 5.06	\$ 5.06
-	*plus 3% of	*plus 3% of
	wage paid	wage paid

\*The 3% is based on the hourly wage paid, straight time rate or premium rate.

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting	01/01/2021
Lineman Liectrician - Hame Orgnal, Lighting	01/01/2021

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

### ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

### WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only. (Ref #14.01.01)

Per hour:	07/01/2020
Lineman, Technician	\$ 46.20
Crane, Crawler Backhoe	46.20
Certified Welder	48.51
Digging Machine	41.58
Tractor Trailer Driver	39.27
Groundman, Truck Driver	36.96
Equipment Mechanic	36.96
Flagman	27.72

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM	REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM	REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM	I REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 24.90
-	*plus 6.75% of
	hourly wage

\*The 6.75% is based on the hourly wage paid, straight time rate or premium rate. Supplements paid at STRAIGHT TIME rate for holidays.

### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction. NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

Paid: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day. Overtime: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

### **REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms.

	07/01/2020
1st term	\$ 27.72
2nd term	30.03
3rd term	32.34
4th term	34.65
5th term	36.96
6th term	39.27
7th term	41.58

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

### **Lineman Electrician - Tree Trimmer**

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

### ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

### WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2020	01/03/21	01/02/22	01/01/23
Tree Trimmer	\$ 26.56	\$ 27.36	\$ 28.25	\$ 29.59 26.17
Equipment Operator Equipment Mechanic	23.49 23.49	24.19 24.19	24.98 24.98	26.17
Truck Driver	19.56	20.15	20.80	21.79
Groundman Flag person	16.11 11.80	16.59 12.50*	17.13 12.50	17.94 12.94

### \*RATE GOES INTO EFFECT 12/31/2020

### SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 9.98	\$ 9.98	\$ 10.23	\$ 10.48
	*plus 3% of	*plus 3% of	*plus 3% of	*plus 3% of

6-1249a-LT

### 01/01/2021

hourly wage	hourly wage	hourly wage	hourly wage
* The 3% is based on the hourly wage paid, straight time rat	e or premium rate.		
<b>OVERTIME PAY</b> See (B, E, Q) on OVERTIME PAGE NOTE: WAGE CAP - Double the straight time hourly base w Contractor is still responsible to pay the hourly benefit amou	-	urly wage compensation for a	ny hour worked.
HOLIDAY Paid: See (5, 6, 8, 15, 16, 25) on HOL Overtime: See (5, 6, 8, 15, 16, 25) on HOL NOTE: All paid holidays falling on a Saturday shall be observed on the All paid holidays falling on a Sunday shall be observed on the	IDAY PAGE ved on the preceding Friday.		6-1249TT
Mason - Building			01/01/2021
JOB DESCRIPTION Mason - Building		DISTRICT 12	
ENTIRE COUNTIES Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Warren, Washington	Hamilton, Montgomery, Rens	selaer, Saratoga, Schenectad	ly, Schoharie,
WAGES			

Per hour	07/01/2020
Tile/Marble/Terrazzo	
Setter	\$ 36.06

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

28.16

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour worked

Finisher

Journeyman Setter	\$ 20.78
Journeyman Finisher	17.93

### **OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

### HOLIDAY

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

### **REGISTERED APPRENTICES**

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

60%

07/01/2020

Setter:	
1st term 0-500	hrs

2nd term 501-1500 hrs	70%
3rd term 1501-2500 hrs	80%
4th term 2501-3500 hrs	85%
5th term 3501-4500 hrs	90%
6th term 4501-6000 hrs	95%
Finisher: 1st term 0-500 hrs 2nd term 501-1500 hrs 3rd term 1501-2500 hrs 4th term 2501-3700 hrs	70% 80% 90% 95%

Supplemental Benefits per hour worked

Setter:

1st term 0-500 hrs	\$ 12.23
2nd term 501-1500 hrs	12.23
3rd term 1501-2500 hrs	16.51
4th term 2501-3500 hrs	16.51
5th term 3501-4500 hrs	18.64
6th term 4501-6000 hrs	20.78
Finisher: 1st term 0-500 hrs 2nd term 501-1500 hrs 3rd term 1501-2500 hrs 4th term 2501-3700 hrs	\$ 11.58 11.58 14.76 14.76

### Mason - Building

### JOB DESCRIPTION Mason - Building

## ENTIRE COUNTIES

### Clinton, Essex, Franklin

### PARTIAL COUNTIES

Warren: Only the Townships of Chester, Hague, Horicon and Johnsburg.

WAGES Per hour	07/01/2020
Bricklayer	\$ 33.50
Cement Finisher	33.50
Plasterer/Fireproofer*	33.50
Pointer/Caulker/Cleaner	33.50
Stone Mason	33.50
Acid Brick	34.00

(\*)Fireproofer on Structural only.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$20.41

OVERTIME PAY See (B, E, E2, Q) on OVERTIME PAGE

### HOLIDAY Paid: See (1) on H

 Paid:
 See (1) on HOLIDAY PAGE

 Overtime:
 See (5, 6) on HOLIDAY PAGE

 Note: Any holiday which occurs on Sunday shall be observed the following Monday.

### **REGISTERED APPRENTICES**

Wages per hour

750 hr terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0-500 Hours	\$ 12.46
All others	\$ 20.41

Mason - Heavy&Highway

12-2TS.1

01/01/2021

### DISTRICT 12

01/01/2021

### **ENTIRE COUNTIES**

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

### PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

### WAGES

Per hour 07/01/2020 Mason &

Bricklayer \$38.95

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

### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 20.79

#### OVERTIME PAY See (B, E, E2, Q) on OVERTIME PAGE

### HOLIDAY

 Paid:
 See (1) on HOLIDAY PAGE

 Overtime:
 See (5, 6) on HOLIDAY PAGE

 Note:
 If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

### **REGISTERED APPRENTICES**

Wages per hour

750 HR TERMS at the following percent of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

\$ 20.79

01/01/2021

### Millwright

### JOB DESCRIPTION Millwright

### **DISTRICT** 2

### ENTIRE COUNTIES

Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

07/01/2020
\$ 29.25 31.25

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums): - Certified Welders shall receive \$1.75 per hour in addition to the current Millwrights rate provided he/she is directed to perform certified welding.

For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a \$1.50 premium per hour for Building work.
For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional \$2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.

- An employee performing the work of a machinist shall receive \$2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.

- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 23.89

**DISTRICT** 1

### **OVERTIME PAY**

See (B, E, \*E2, Q) on OVERTIME PAGE

\*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

### HOLIDAY

See (1) on HOLIDAY PAGE Paid: Overtime: See (5, 6) on HOLIDAY PAGE Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

### **REGISTERED APPRENTICES**

Wages per hour:

(1)year terms at the following percentage of journeymans rate.

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour:

Apprentices:	
1st term	\$ 11.00
2nd term	20.02
3rd term	21.31
4th term	22.60

**Operating Engineer - Building** 

#### JOB DESCRIPTION Operating Engineer - Building

### **ENTIRE COUNTIES**

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

### **PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

### WAGES

CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks over 5 tons.

#### CLASS A:

Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractormounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

#### CLASS B:

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacum machine (mounted or towed).

### CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps.

\* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2020	07/01/2021
Class # A1	\$ 45.67	46.71

2-1163.2

# 01/01/2021

Class # A	45.18	46.22
Class # B	44.16	45.20
Class # C	41.26	42.30

Additional \$0.50 per hr for Additional \$1.25 per hr for Additional \$2.25 per hr for Additional \$2.50 per hr ove Additional \$0.40 per hr for Additional \$2.50 per hour i	Cranes with E Cranes with E er B rate for Ne tunnel or exca	Boom length & jil Boom length & jil uclear Leader w avation of shaft 4	b 200ft. and over. ork.	er rating.
SUPPLEMENTAL BEN	EFITS			
Per hour	07/01/2020	0	07/01/2021	
Journeyman	\$ 28.25		29.40	
OVERTIME PAY See (B, E, Q) on OVERTIN	ME PAGE			
	See (5, 6) o Sunday, it will aturday holiday		GE n Monday. If the holiday falls on Saturday, it will be celebrated on Fridag ouble time plus 8 hours of straight time.	<i>ı</i> .
1000 hours terms at the fo	llowing percer	ntage of Journey	/person's wage Class B	
1st 2nd 60% 70%	3rd 80%	4th 90%		
Supplemental Benefits per	hour worked			
	07/01/2020	0	07/01/2021	
All terms	\$ 23.55		24.70	1-158 Alb

### **Operating Engineer - Heavy&Highway**

JOB DESCRIPTION Operating Engineer - Heavy&Highway

### **DISTRICT** 1

01/01/2021

### ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

### **PARTIAL COUNTIES**

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

### WAGES

### CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, 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, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Rideon Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder

### CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (rideon), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour	07/01/2020	07/01/2021
Master Mechanic	\$ 47.88	\$ 49.43
Class A*	46.27	47.82
Class B	45.36	46.91
Class C	42.79	44.34

Additional \$2.50 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

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

- Additional \$4.00 per hr for Tower Cranes, including self erecting.

- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.

- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour

Journeyperson

\$ 29.60

**OVERTIME PAY** See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: Overtime:

See (5, 6) on HOLIDAY PAGE See (5, 6) on HOLIDAY PAGE

\$ 28.45

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on a Saturday employer can choose to celebrate Saturday or give Friday off with pay.

### **REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

Prevailing Wage Rates for 07/01/2020 - 06/30/2021 Last Published on Jan 01 2021			06/30/2021		Published by the New York State Department of Labor PRC Number 2021000134 Essex County		
1st 60%	2nd 70%	3rd 80%	4th 90%				
Supplemer	ntal Benefits	per hour worke	ed				
All Terms			07/01/2020 \$ 23.85	07/01/2021 \$ 25.00	158H/H Alb		
Operatio	a Engineer	Morino Dr	daina				
		- Marine Dro			1/01/2021		
<b>ENTIRE (</b> Albany, Br York, Niag	COUNTIES	, Chautauqua,	gineer - Marine Dredging Clinton, Columbia, Dutchess ego, Putnam, Queens, Renss	<b>DISTRICT</b> 4 Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nass elaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Was	sau, New shington,		
Engineer F	leavy/Highwa		wage rates below for all equip	onstruction projects. For those projects, please see the Operat oment and operators are only for marine dredging work in navig			
Per Hour:			07/01/2020	10/01/2020			
Mechanica	ain, Leverma al Dredge Op		\$ 40.31 pre.	\$ 41.42			
CLASS A2 Crane Ope	erator (360 sv	wing)	35.92	36.91			
CLASS B Dozer,Fror Operator o			To conform to Operating Prevailing Wage in locali is being performed includ	ty where work			
Spider/Spil Operator II Engineer, ( Chief Welc	erator (180 s Il Barge Oper I, Fill Placer, Chief Mate, E	rator Electrician, ance Engineer	34.86	35.82			
CLASS B2 Certified W			32.82	33.72			
CLASS C1 Drag Barge Steward, N Assistant F	e Operator, /late,		31.92	32.80			
CLASS C2 Boat Opera			30.89	31.74			
Rodman, S	, Deckhand, ( Scowman, Co Porter/Janito	ook,	25.66	26.37			
Per Hour:	<b>MENTAL BE</b> .OWING SUF		BENEFITS APPLY TO ALL (	ATEGORIES			
			07/01/2020	10/01/2020			

All Classes A & B

07/01/2020 \$11.58 plus 7.5% of straight time wage, Overtime hours 10/01/2020 \$11.98 plus 8% of straight time wage, Overtime hours

**DISTRICT** 12

add \$ 0.63add \$ 0.63All Class C\$11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.4811.68 plus 8% of straight time wage, Overtime hours add \$ 0.48All Class D\$10.98 plus 7.5% of straight time wage, Overtime hours add \$ 0.3311.38 plus 8% of straight time wage, Overtime hours add \$ 0.33All Class D\$10.98 plus 7.5% of straight time wage, Overtime hours add \$ 0.3311.38 plus 8% of straight time wage, Overtime hours add \$ 0.33OVERTIME PAY See (B2, F, R) on OVERTIME PAGESee (1) on HOLIDAY PAGE Overtime:See (1) on HOLIDAY PAGE Overtime:			
All Class D \$10.98 plus 7.5% add \$ 0.48 All Class D \$10.98 plus 7.5% 11.38 plus 8% of straight time wage, Overtime hours add \$ 0.48 Straight time of straight time of straight time wage, Overtime hours add \$ 0.33 OVERTIME PAY See (B2, F, R) on OVERTIME PAGE HOLIDAY Paid: See (1) on HOLIDAY PAGE		add \$ 0.63	add \$ 0.63
of straight time of straight time wage, Overtime hours add \$ 0.33 add \$ 0.33 OVERTIME PAY See (B2, F, R) on OVERTIME PAGE HOLIDAY Paid: See (1) on HOLIDAY PAGE	All Class C	of straight time wage, Overtime hours	of straight time wage, Overtime hours
See (B2, F, R) on OVERTIME PAGE HOLIDAY Paid: See (1) on HOLIDAY PAGE	All Class D	of straight time wage, Overtime hours	of straight time wage, Overtime hours
Paid: See (1) on HOLIDAY PAGE		ME PAGE	
	Paid:	See (1) on HOLIDAY PAGE See (5, 6, 8, 15, 26) on HOLIDAY PAGE	

#### **Operating Engineer - Survey Crew**

4-25a-MarDredge 01/01/2021

### JOB DESCRIPTION Operating Engineer - Survey Crew

### ENTIRE COUNTIES

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

### PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north. Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

### WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour: SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party. Instrument Person - One who operates the surveying instruments. Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2020

Party Chief	\$ 44.39
Instrument Person	40.78
Rod Person	30.22

Additional \$3.00/hr. for Tunnel Work Additional \$2.50/hr. for Hazardous Work Site

### SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$26.30

**OVERTIME PAY** See (B, E, P, T) on OVERTIME PAGE

HOLIDAY	
Paid:	

Overtime:

See (5, 6) on HOLIDAY PAGE See (5, 6) on HOLIDAY PAGE

### **REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

	07/01/2020
0-1000	60%
1001-2000	70%
2001-3000	80%

**DISTRICT** 12

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 18.08
1001-2000	21.10
2001-3000	24.13

12-158-545 D.H.H.

01/01/2021

### **Operating Engineer - Survey Crew - Consulting Engineer**

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

#### **ENTIRE COUNTIES**

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

### **PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north. Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

### WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour: SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party. Instrument Person - One who operates the surveying instruments. Rod Person - One who holds the rods and assists the Instrument Person.

Party Chief	\$ 44.39
Instrument Person	40.78
Rod Person	30.22

Additional \$3.00/hr. for Tunnel Work. Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

### SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 26.30 Journeyman

OVERTIME PAY See (B, E, P, T) on OVERTIME PAGE

HOLIDAY

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

### **REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2020

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 18.08
1001-2000	\$ 21.10
2001-3000	\$ 24.13

### **Operating Engineer - Tunnel**

12-158-545 DCE

01/01/2021

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

### PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

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

### WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted,rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Welder; Winch; Winch Cat

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

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

Per hour:	07/01/2020	07/01/2021	07/01/2022
Master Mechanic	\$ 49.45	\$ 51.00	\$ 52.60
CLASS A	47.04	48.59	50.19
CLASS B	45.82	47.37	48.97
CLASS C	43.03	44.58	46.18
CLASS D	40.02	41.57	43.17

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

### CRANES:

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

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

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

Crane 1	\$ 51.04	\$ 52.59	\$ 54.19
Crane 2	50.04	51.59	53.19
Crane 3	49.04	50.59	52.19

\$ 21.90	\$ 22.80	\$ 23.70
+ 8.85*	+ 9,10*	+ 9.35*

Published by the New York State Department of Labor PRC Number 2021000134 Essex County

\* This portion of benefits subject to same premium rate as shown for overtime wages.

### **OVERTIME PAY**

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

### HOLIDAY

See (5, 6) on HOLIDAY PAGE Paid: See (5, 6) on HOLIDAY PAGE Overtime: If a holiday falls on Sunday, it shall be observed on Monday.

### **REGISTERED APPRENTICES**

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

Painter

### **ENTIRE COUNTIES**

**JOB DESCRIPTION** Painter

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

#### WAGES

Per hour

	07/01/2020
Painter\Wallcover Drywall Finishers	\$ 30.49 30.49
Spray Rate Structrual Steel*	30.49 31.49
Lead Abatement Lead Abatement on	31.49
Structural Steel	32.49

(\*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate.

### Bridge Painter See Bridge Painter rates for the following work: All Bridges and Tanks

### SUPPLEMENTAL BENEFITS

Per hour

### Journeyperson

\$ 16.95

### **OVERTIME PAY**

See (B, E2, H) on OVERTIME PAGE THE FOLLOWING ADDITIONAL HOURLY RATE WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

2:30 PM to 6:30 AM

PLUS \$1.00 TO APPLICABLE RATE\*\*

### \*\*SHIFT RATE STOPS AFTER 6:30AM

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE Note: If the holiday falls on Sunday, it shall be observed on Monday.

### **REGISTERED APPRENTICES**

Wages per hour

# **DISTRICT** 1

7-158-832TL.

01/01/2021

**DISTRICT** 8

01/01/2021

1000 hour terms at the following percentage of Journeyperson's base wage
--

1st	2nd	3rd	4th	5th	6th
45%	50%	60%	70%	80%	90%

#### Supplemental Benefits per hour

All Terms	\$ 16.95	
		1-201-P

### Painter - Bridge & Structural Steel

JOB DESCRIPTION Painter - Bridge & Structural Steel

### ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

### WAGES

Per Hour: STEEL: Bridge Pain

Bridge Painting:	07/01/2020	10/01/2020	10/01/2021
	\$ 50.25	\$ 51.50	\$ 53.00
	+ 7.88*	+ 8.63*	+ 9.63*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

### SHIFT WORK:

Per Hour

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

### SUPPLEMENTAL BENEFITS

Journeyworker:	07/01/2020	10/01/2020	10/01/2021
	\$ 10.20	\$ 10.90	\$ 10.90
	+ 29.65*	+ 30.00*	+ 30.60*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

### **OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

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

### **REGISTERED APPRENTICES**

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2020	10/01/2020	10/01/2021
1st year	\$ 20.10	\$ 20.60	\$ 21.20
	+ 3.15*	+ 3.45*	+ 3.86*

#### Prevailing Wage Rates for 07/01/2020 - 06/30/2021 Last Published on Jan 01 2021

Painter - Line Striping

Linerman Thermoplastic

2nd year	\$ 30.15	\$ 30.90	\$ 31.80
	+ 4.73*	+ 5.18*	+ 5.78*
3rd year	\$ 40.20	\$ 41.20	\$ 42.40
	+ 6.30*	+ 6.90*	+ 7.71*
Supplemental Benefits - Per hour:			
1st year	\$ .25	\$ .25	\$ .25
	+ 11.86*	+ 12.00*	+ 12.24*
2nd year	\$ 10.20	\$ 10.90	\$ 10.90
	+ 17.79*	+ 18.00*	+ 18.36*
3rd year	\$ 10.20	\$ 10.90	\$ 10.90
	+ 23.72*	+ 24.00*	+ 24.48*

NOTE: All premium wages are to be calculated on base rate per hour only.

JOB DESCRIPTION Painter - Line StripingDISTRICT 8ENTIRE COUNTIES<br/>Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange,<br/>Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington,<br/>WestchesterWAGES<br/>Per hour:07/01/2020Painter (Striping-Highway):07/01/2020\$ 30.10\$ 30.32\$ 31.53

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

\$ 36.93

\$ 36.53

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS Per hour paid:	07/01/2020	07/01/2021	07/01/2022
Journeyworker: Striping Machine Operator: Linerman Thermoplastic:	\$ 9.16 \$ 9.16	\$ 10.03 \$ 10.03	\$ 10.03 \$ 10.03
OVERTIME PAY			

See (B, B2, E2, F, S) on OVERTIME PAGE

### HOLIDAY

Paid:	See (5, 20) on HOLIDAY PAGE
Overtime:	See (5, 20) on HOLIDAY PAGE

### **REGISTERED APPRENTICES**

One (1) year terms at the following wage rates:	
---	--

	07/01/2020	12/31/2020
1st Term:	\$ 12.04	\$ 12.50
2nd Term:	\$ 18.06	\$ 18.19
3rd Term:	\$ 24.08	\$ 24.26

### Published by the New York State Department of Labor PRC Number 2021000134 Essex County

8-DC-9/806/155-BrSS

\$ 38.34

01/01/2021

8-1456-LS

01/01/2021

Supplemental Benefits per hour:

1 at tarma	¢ 0 16	¢ 10.02
1st term:	\$ 9.16	\$ 10.03
2nd Term:	\$ 9.16	\$ 10.03
3rd Term:	\$ 9.16	\$ 10.03

### **Painter - Metal Polisher**

### JOB DESCRIPTION Painter - Metal Polisher

### **DISTRICT** 8

**ENTIRE COUNTIES** 

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES	
	07/01/2020
Metal Polisher	\$ 36.33
Metal Polisher*	37.43
Metal Polisher**	40.33

\*Note: Applies on New Construction & complete renovation \*\* Note: Applies when working on scaffolds over 34 feet.

#### SUPPLEMENTAL BENEFITS

All classification	\$ 9.94
Journeyworker:	
Per Hour:	07/01/2020

**OVERTIME PAY** See (B, E, P, T) on OVERTIME PAGE

### HOLIDAY

WAGES

Paid:	See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime:	See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

### **REGISTERED APPRENTICES**

Wages per hour:

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

	07/01/2020
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation \*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits: Per hour:

1st year	\$ 6.69
2nd year	6.69
3rd year	6.69

8-8A/28A-MP

01/01/2021

### Plumber

#### ENTIRE COUNTIES Essex

### **PARTIAL COUNTIES**

Franklin: Entire County except for the Village of Hogansburg and the St. Regis Indian Reservation. Hamilton: The Townships of Long Lake and Indian Lake

# WAGES

Pernour		
	07/01/2020	05/01/2021
Plumber &		Additional
Steamfitter	\$ 39.30	\$1.30

### SUPPLEMENTAL BENEFITS

Per hour

Journeyperson	\$ 20.85
	+10.63*

\* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime and applicable to paid Holidays.

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid:	See (22) on HOLIDAY PAGE	
Overtime:	See (5, 6, 23) on HOLIDAY PAGE	
Note: For the paid Christman Heliday the ampleyee yet have ye		

Note: For the paid Christmas Holiday the employee ust have worked 20 regular working days in the calendar year with contractor to qualify

Note: Whenever a Holiday falls on a Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

### **REGISTERED APPRENTICES**

Wages per hour

One year terms at the following percentage of Journeyperson's wage

1st yr	50%
2nd yr	60%
3rd yr	70%
4th yr	80%
5th yr	90%

Supplemental Benefits per hour worked

1st yr	\$ 17.93 + 5.32*
2nd yr	18.51 + 6.38*
3rd yr	19.10 + 7.44*
4th yr	19.68 + 8.50*
5th yr	20.27 + 9.57*

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

\* This portion per hour paid.

1-773EF-SF

### 01/01/2021

### JOB DESCRIPTION Roofer

## DISTRICT 1

### ENTIRE COUNTIES

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

# WAGES

Roofer

	07/01/2020	07/01/2021 Additional
Roofer/Waterproofer	\$ 32.05	\$1.50
Asphalt Cold Process	32.55	
Fluid Applied Roof	32.55	
Pitch & Asbestos	34.05	

Shift Work:

On government mandated shift work starting after 12:00pm and before 4:00am workers shall be paid \$4.00 additional per hour

### SUPPLEMENTAL BENEFITS

Per hour

Journeyman

**OVERTIME PAY** 

### See ( B, E, Q ) on OVERTIME PAGE.

### HOLIDAY

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

\$ 20.27

Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

### **REGISTERED APPRENTICES**

Wages per hour

Apprentice terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages. For Asphalt Cold Process work and Fluid Applied Roof coating, an additional \$0.50 must be paid in the wages.

1st Term 1500 hrs.	58%
2nd Term 1 yr. and 1500 hrs. as 1st term.	74%
3rd Term 1 yr. and 1500 hrs. as 2nd term.	90%
3rd Term complete at 1 yr and 1050 hrs	s. as 3rd term
Supplemental Benefits per hour worked	t
1st Term	\$ 18.69
2nd Term	19.12
3rd Term	19.60

**Sheetmetal Worker** 

### JOB DESCRIPTION Sheetmetal Worker

**ENTIRE COUNTIES** 

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

#### WAGES Per hour

	07/01/2020	06/01/2021
		Additional
Sheetmetal Worker	\$34.02	\$ 1.75

All work requiring HAZWOPER Training additional \$1.00 per hour

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour

\$33.94

### **OVERTIME PAY** See ( B,E,E5,Q ) on OVERTIME PAGE

### HOLIDAY

Paid:

Journeyman

See (1) on HOLIDAY PAGE Overtime:

See (5, 6) on HOLIDAY PAGE

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

### **REGISTERED APPRENTICES**

### **DISTRICT** 1

1-241

01/01/2021

#### Wages per hour

6 Month Terms at the following rate:

1st term	\$18.89
2nd term	\$20.48
3rd term	\$21.28
4th term	\$22.08
5th term	\$20.86
6th term	\$21.90
7th term	\$23.63
8th term	\$25.36
9th term	\$27.09
10th term	\$28.83

#### Supplemental Benefits per hour

1st term	\$20.91
2nd term	21.55
3rd term	21.84
4th term	22.27
5th term	28.46
6th term	28.89
7th term	29.62
8th term	30.34
9th term	31.06
10th term	31.78

#### **Sprinkler Fitter**

### JOB DESCRIPTION Sprinkler Fitter

### ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

### WAGES

Per hour	07/01/2020
Sprinkler	\$ 35.01
Fitter	

#### SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$26.62

### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

### **REGISTERED APPRENTICES**

Wages per hour

One Half Year terms at the following percentage of journeyperson's wage.

1st \$ 16.94	2nd \$ 18.82	3rd \$ 20.44	4th \$ 22.31	5th \$ 24.18	6th \$ 26.05	7th \$ 27.92	8th \$ 29.79	9th \$ 31.67	10th \$ 33.54
Supplemental	Benefits per l	hour							
1st \$ 8.27	2nd \$ 8.27	3rd \$ 18.70	4th \$ 18.70	5th \$ 18.95	6th \$ 18.95	7th \$ 18.95	8th \$ 18.95	9th \$ 18.95	10th \$ 18.95 1-669

1-83

01/01/2021

#### **Teamster - Building**

#### JOB DESCRIPTION Teamster - Building

#### ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

#### **PARTIAL COUNTIES**

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney. Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek. Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

#### WAGES

GROUP #1: Fuel Trucks, Fork Lift\* (Warehouse Area Only), Warehouse\*, Yardman\*, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight jobs), Single axle Dump Trucks, Dumpsters, Material Checkers/Receivers\*, Greasers, Tiremen, Mechanic Helpers/Parts Chasers, Bus.

GROUP #2: Tandems, Mechanics & Batch Trucks.

GROUP #3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.

GROUP #4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

\*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour:	07/01/2020			
GROUP #1	\$ 26.50			
GROUP #2	27.50			
GROUP #3	27.60			
GROUP #4	26.76			

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$21.16

#### OVERTIME PAY See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

#### Teamster - Heavy&Highway

#### JOB DESCRIPTION Teamster - Heavy&Highway

#### **ENTIRE COUNTIES**

Clinton, Essex, Franklin, Jefferson, St. Lawrence

#### PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney. Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek. Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

#### WAGES

There shall be a twelve (12) month carryover of the negotiated rate in effect at the time of the bid.

GROUP #1: Warehousemen\*, Yardmen\*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers/Receivers\*, Greasers, Truck Tiremen, Mechanics Helpers/Parts Chasers, Fork Lift\* (Warehouse Area Only), Tandems and Batch Trucks, Mechanics. Semi-Trailers, Low-Boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

GROUP #2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

\*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour:	07/01/2020
GROUP #1	\$ 28.59
GROUP #2	28.81

#### 01/01/2021

#### **DISTRICT** 7

7-687B

#### **DISTRICT** 7

01/01/2021

Additional \$1.50 per hour for hazardous waste removal work on a City, County, State and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 23.39

#### OVERTIME PAY See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE NOTE: If a holiday falls on a Sunday, it will be celebrated on Monday.

Welder

#### JOB DESCRIPTION Welder

#### **DISTRICT** 1

#### ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

#### WAGES

Per hour 07/01/2020

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

#### OVERTIME PAY

HOLIDAY

1-As Per Trade

01/01/2021

7-687

## **Overtime Codes**

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
   Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday

	ilding Campus - Room 130 York 12240 JPPLEMENT INFORMATION
Submitted By: (Check Only One) Contracting Agency Architect or Engineering I	Firm Public Work District Office Date:
A. Public Work Contract to be let by: (Enter Data Pertaining to C	
1. Name and complete address [ (Check if new or change) Telephone: ( ) Fax: ( ) E-Mail:	2. NY State Units (see Item 5)       07 City         01 DOT       08 Local School District         02 OGS       09 Special Local District, i.e., Fire, Sewer, Water District         03 Dormitory Authority       10 Village         04 State University       11 Town         05 Mental Hygiene       12 County         Facilities Corp.       13 Other Non-N.Y. State         06 OTHER N.Y. STATE UNIT       (Describe)
<ul> <li>3. SEND REPLY TO □ check if new or change) Name and complete address:</li> <li>Telephone:( ) Fax: ( )</li> </ul>	<ul> <li>4. SERVICE REQUIRED. Check appropriate box and provide project information.</li> <li>New Schedule of Wages and Supplements. <ul> <li>APPROXIMATE BID DATE :</li> <li>Additional Occupation and/or Redetermination</li> </ul> </li> <li>PRC NUMBER ISSUED PREVIOUSLY FOR OFFICE USE ONLY THIS PROJECT :</li> </ul>
B. PROJECT PARTICULARS	
5.       Project Title         Description of Work	Eocation of Project:     Location on Site     Route No/Street Address     Village or City     Town     County
<ul> <li>7. Nature of Project - Check One: <ul> <li>1. New Building</li> <li>2. Addition to Existing Structure</li> <li>3. Heavy and Highway Construction (New and Repair)</li> <li>4. New Sewer or Waterline</li> <li>5. Other New Construction (Explain)</li> <li>6. Other Reconstruction, Maintenance, Repair or Alteration</li> <li>7. Demolition</li> <li>8. Building Service Contract</li> </ul> </li> <li>9. Has this project been reviewed for compliance with the Wick</li> </ul>	<ul> <li>8. OCCUPATION FOR PROJECT :</li> <li>Construction (Building, Heavy Highway/Sewer/Water)</li> <li>Tunnel</li> <li>Residential</li> <li>Landscape Maintenance</li> <li>Elevator maintenance</li> <li>Exterminators, Fumigators</li> <li>Fire Safety Director, NYC Only</li> <li>S Law involving separate bidding?</li> <li>YES NO</li> </ul>
10.Name and Title of Requester	Signature



## LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, <u>or</u> under NYS Workers' Compensation Law Section 141-b, access the database at this link: <u>https://applications.labor.ny.gov/EDList/searchPage.do</u>

## For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMEN T	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021

DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCSO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021

DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC	****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/202
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/202
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/202
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	NYC	****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/202
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL	****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/202
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/202
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/202
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023

DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
	DOL		JAMES RACHEL		9365 WASHINGTON ST	07/23/2018	

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DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL	****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022

DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021

DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC	****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC	****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	*****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020

DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022

DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021
DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS,		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL	****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021

DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWATLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL	****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

# 6.0 ESSEX COUNTY DOCUMENTS

The following documents are provided in this section.

- 6.1 General Specifications for Procurement Contracts
- 6.2 Essex County Supplementary Terms and Conditions
- 6.3 Appendix D Standard Clauses for Essex County Contracts
- 6.4 Essex County DPW Change Order
- 6.5 Essex County Information to Bidders
- 6.6 Essex County General Clauses
- 6.7 Essex County Standard Special Clauses Road and Bridge Construction Contracts
- 6.8 Non-Bidder Response
- 6.9 Appendix C Insurance Requirements

## 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.

## TABLE OF CONTENTS

## <u>PART I</u>

## <u>Page</u>

## **General Provisions**

1.	Applicability	5
2.	Governing Law	5
3.	Appendix A / Insurance	5
4.	Ethics Compliance	5
5.	Conflict of Clauses	5
6.	Definition.	5

## **Bid Submission**

7.	Bid Language & Currency	8
8.	Bid Opening	8
9.	Bid Submission	8
10.	Facsimile Submissions	8
11.	Authentication of Facsimile Bids	g
12.	Late Bids.	ç
13.	Bid Contents	ç
14.	Extraneous Terms	10
15.	Confidential/Trade Secret Materials	10
16.	Prevailing Wage Rates	10
17.	Taxes	12
18.	Expenses Prior to Award	12
19.	Advertising Bid Results	12
20.	Product References	12
21.	Recycled/Recovered Materials	12
22.	Products Manufactured in Public Institutions	13
23.	Pricing	13
24.	Drawings	13
25.	Site Inspection	14
26.	Samples	14
27.	Addenda/Interpretation	15

## **Bid Evaluation**

28.	Bid Evaluation	15
29.	Conditional Bid	15
30.	Clarification/Revisions	16
31.	Prompt Payment Discounts	16
32.	Equivalent or Identical Bids	16
33.	Performance Qualifications	16
34.	Disqualification for Past Performance	16
35.	Quantity Changes Prior to Award	16
36.	Release of Bid Evaluation Materials	16
37.	Time Frame for Offers	16

## **Terms & Conditions**

38.	Contract Creation/Execution	17
39.	Compliance With Laws, Etc.	17

40.	Modification of Terms	17
41.	Scope Changes	17
42.		17
43.	Best Pricing Offer	18
44.		18
45.	Product Delivery	18
46.		19
47.		19
48.		19
49.		19
50.		20
51.		20
52.	Installation	20
53.		20
54.		20
55.	Employees/Subcontractors/Agents	20
56.		20
57.	Performance/Bid Bond	21
58.	Stop/Suspension of Work	21
59.	Cancellation	21
60.	Force Majeure	21
61.	Contract Billings	22
62.	Default – Authorized User	22
63.	Interest on Late Payments	22
64.	Remedies for Breach	23
65.	Assignment of Claim	23
66.	Toxic Substances	24
67.	Independent Contractor	24
68.	Security/Confidential	24
69.	Cooperation With Third Parties	24
70.		24
71.	Warranties/Guarantees	24

# <u>PART II</u> Software/Technology General Provisions

72.	Applicability	26
73.	Definitions – Part II	26

## Terms & Conditions

74.	Software License Grant	27
75.	Enterprise License Option for Software	29
76.	Product Acceptance	31
77.	Audit of Licensed Product Usage	31
78.	Ownership/Title to Custom Products or Programming	32
79.	Proof of License	33
80.	Product Version	33
81.	Migration to Centralized Contract	33
82.	Notice of Product Discontinuance	33
83.	Reinstatement of Maintenance	33

84.	No Hard-stop/Passive License Monitoring	33
85.	Additional Warranties/Guarantees	34
86.	Indemnification	34
87.	Source Code Escrow for Licensed Products	34

#### PART I General Provisions

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

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

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

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

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

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

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

- (c) Bid Documents Bid Specifications prepared by Essex County
- (d) Contractors Bid or Proposal

### 6. **DEFINITIONS**

Terms used in this document shall have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

**COUNTY** Essex County, New York.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Bid Submission**

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

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

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

All bids shall comply with the following:

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

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

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

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

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

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

(a) FAX number(s) indicated in the Bid Specifications must be used.

**(b)** Access to the facsimile machine(s) is on a "first come, first serve" basis, and the Purchasing Agent bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidders access to such equipment at any specific time.

(c) Bidders are solely responsible for submission and receipt of the entire facsimile bid by the Essex County Purchasing Agent prior to bid opening and must include on the first page of the transmission the total number of pages transmitted in the bid, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Purchasing Agent.

(d) Facsimile bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

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

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

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

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

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

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

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

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

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

(a) Each proposed extraneous term (addition, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and

(b) The writing must identify the particular specification requirement (if any) which Bidder rejects or proposes to modify by inclusion of the extraneous term; and

(c) The Bidder shall enumerate the proposed addition, counteroffer, modification or deviation from the Bid Document, and the reasons therefore.

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

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

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

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

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

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

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

(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.

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 nonresponsive 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 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 Order. Activity may resume at such time as the Purchasing Agent issues a formal written notice authorizing a resumption of work.

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

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

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

(a) Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to County Agencies with respect to Product subjected to allocation; and/or

(b) Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the contract quantity; or

(c) Terminate the contract or the portion thereof which is subject to delivery delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.

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

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

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

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

#### 63. INTEREST ON LATE PAYMENTS

(a) **County Agencies** The payment of interest on certain payments due and owed by a County agency may be made in accordance with Section 3-a of the *General Municipal Law* at the rate of three percent (3%) per annum.

(b) By Non-County Agencies The terms of Article 11-A apply only to procurements by and the consequent payment obligations of the County. Neither expressly nor by any implication is the County responsible for payments on any purchases made by a Non-County Agency

Authorized User.

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

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

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

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

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

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

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

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

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

(d) Deduction / Credit Sums due as a result of these remedies may be deducted or offset by the County or Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the County or Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Purchasing Agent reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of the contract. **65. ASSIGNMENT OF CLAIM** Contractor hereby assigns to the County any and all its claims for overcharges associated with this contract which may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* and the antitrust laws of the State of New York, *General Business Law* Section 340, *et seq.* 

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

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

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

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

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

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

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

71. WARRANTIES & GUARANTEES Contractor hereby warrants and guarantees:

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

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

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

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

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

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

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

The Contractor further warrants and guarantees:

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

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

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

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

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

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

#### GENERAL

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

#### 73. DEFINITIONS - Part II

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

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

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

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

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

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

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

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

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

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

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

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

#### TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

(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 alter the declaration by the Licensee of a disaster; 3) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed under paragraph (F) above. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, backup 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, rlghts and interests to such Product(s) shall be determined as follows:

#### (a) Definitions

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

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

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

(b) Contractor or Third Party Manufacturers Title to Existing Product Title to Existing Product(s) does not transfer. With respect to such Existing Product(s), whether embedded in or operating in conjunction with Custom Product, Contractor warrants: a) all right, title and interest in Contractors Existing Product(s); or b) all license rights, title and interest in third party Existing Product(s), which include the right to grant to The County or Authorized User an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s). Contractor hereby grants a irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, 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 equivalent functionality at no additional charge, or b) provide County or Authorized User with the source code for Licensed Product at no additional charge to enable it to continue use and maintenance of the Product.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 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 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 extend 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 other-

wise 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 condition 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'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 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 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 subornation. 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.

# **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. <u>Termination</u>

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, <u>AND</u> (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. <u>Consent</u>

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) <u>Definitions.</u> The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.

(1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.

(2) "Covered Entity" shall mean Essex County (the "County"), its departments, agencies, officers and employees.

(3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.

(5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.

(6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.

(7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

(b) Obligations and Activities of Contractor.

Contractor agrees to:

(1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;

(2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;

(3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;

(4) report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;

(5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;

(6) provide access, at the request of the County, and in the time and manner designated by the County or the Secretary, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR §164.524;

(7) make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an Individual, and in the time and manner designated by the County or the Secretary; (8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, and/or to the Secretary, in a time and manner designated by the County or by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule;

(9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;

(10) provide to the County or an Individual, in time and manner designated by the County or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

#### (c) <u>Permitted Uses and Disclosures by Contractor.</u>

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) <u>County To Inform Contractor of Privacy Practices and Restrictions.</u>

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) <u>Permissible Requests by County.</u>

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) <u>Return or Destruction of Protected Health Information.</u>

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) <u>Termination for Cause.</u>

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

(1) either:

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

(2) report the violation to the Secretary.

# (I) <u>Miscellaneous.</u>

(1) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

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

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

#### 25. Severability

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

# 26. Entire Agreement

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

# 27. For Medicaid/Federal Health Care Related Work

# Excluded/Debarred Party Clause

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

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

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

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

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

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

# 28. Cooperative Purchasing (Piggybacking)

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

division or fire company (as both are defined in Section 100 of the GML) or district authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment and supplies may make said purchases under this existing contract (Piggyback) provided, and on condition that this present contract was **LET TO THE LOWEST RESPONSIBLE BIDDER**. Therefore all terms and conditions under this contract are extended to other political sub-divisions and governmental entities.

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

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

5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor. 6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. 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\_\_\_\_20\_\_\_\_

	Releasor
	Ву:
	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 th to execute this instrument on behalf of the contained in this instrument are true and c	e of the Releasor identified herein; I am fully authorized Releasor; and I hereby affirm that the statements
—,	Vendor/Releasor Agent Sign Here

Sworn to before me this \_\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_,

Notary Public

# CONTRACTOR FINAL PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT: _			
OWNER:			
CONTRACTO	)R:		

## 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 <u>\$</u>, 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.

The Releasor hereby grants to the Releasees the right to review and audit any and 7. 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

) 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

STATE OF NEW YORK )

# CONTRACTORS AFFIDAVIT RELATIVE TO FINAL PAYMENT

PROJECT: \_\_\_\_\_

OWNER: ESSEX COUNTY

CONTRACTOR:

# WITNESSETH:

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

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

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

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

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

5. Attached hereto and made a part hereof at Schedule B is a detailed list of all subcontractors 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

Ву: \_\_\_\_\_

Print Name

Title

STATE OF NEW YORK ) ) SS:	
COUNTY OF ESSEX )	
l,	, being duly sworn, depose and say

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

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

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

7. 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

Ву:\_\_\_\_\_

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

Notary Public

# SUBCONTRACTOR/SUPPLIER FINAL 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, 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 WHER	EOF this instrume	nt has been executed	d this	_ day_of	
				,	

Ву:\_\_\_\_\_

(Print Name)

(Title)

) SS:	
COUNTY OF	) , being duly

, \_\_\_\_\_,

\_\_\_\_\_, 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

# ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS

8053 US Route 9 Elizabethtown NY 12932 (518) 873-6326 or (518) 873-3666 Fax: (518) 873-9195

James E. Dougan Superintendent

# CHANGE ORDER

ESSEX COUNTY CONTRACT NO.:	CHANGE ORDER NO.:
CONTRACTOR:	
PROJECT:	

DESCRIPTION OF CHANGES / ADDITIONAL WORK AUTHORIZED:

AGREED INCREASE IN	AGREED DECREASE IN	
CONTRACT PRICES:	CONTRACT PRICE:	

Pursuant to Section 9 of the above-referenced contract, I, the Essex County Superintendent of Public Works, hereby authorize the changes or additions in work described above and agree to the increase or decrease, if any and as indicated above, in the Contract Price.

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

James E. Dougan Superintendent of Public Works

I, the duly authorized representative of the Contractor, hereby agree that the Contractor will perform/provide the changes or additions in work described above and to accept the increase or decrease, if any and as indicated above, in the Contract Price.

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

(Signature)

(Print Name)

(Print Title)

#### <u>INDEX TO</u> INFORMATION FOR BIDDERS

#### DESCRIPTION PAGE NO. Description of Work and Bid Date Article 1. IFB-2 Article 2. **Proposal Form** IFB-2 Article 3. Required Time for Bid IFB-2 No Recapitulation or Modification Article 4. IFB-2 Article 5. **Bid Submission Address** IFB-2 Pre-Bid Specification & Site Inspection IFB-2 Article 6. Competency of Bidder Article 7. IFB-2 **Bid Security** IFB-2 Article 8. Notification of Award Article 9. IFB-2 Article 10. Time of Execution IFB-2 Article 11. Time of Starting IFB-2 Bonds IFB-2 Article 12. **Insurance Requirements** Article 13. IFB-3 Blasting Article 14. IFB-4 Article 15. Wages IFB-4 **Estimates and Payments** Article 16. IFB-4 **Contract Drawings** Article 17. IFB-5 Article 18. Conditions of Work IFB-5 Addenda and Interpretation Article 19. IFB-6 Article 20. Shown Quantities and Site Inspection IFB-6 Increase or Decrease of Ouantities: IFB-6 Article 21. Elimination of Items State and Local Tax Exemption Article 22. IFB-6 Article 23. **Engineering Charges** IFB-7 Apprentices Article 24. IFB-7 Affirmative Action Provisions Article 25. IFB-7 Article 26. Certificate of Authority from State of New York IFB-7 Article 27. Licensing Requirements IFB-7

#### **Attachment No. 1 - Prevailing Wage Rate Schedule**

# **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.

<u>Before Commencement</u> 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 <u>thirty days (30)</u> 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 it's 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.

# INDEX TO GENERAL CLAUSES

# **DESCRIPTION**

# PAGE NO.

Auticle 1	Material and Waylymanshin	CC
Article 1. Article 2.	Material and Workmanship Definitions	GC-2 GC-2
Article 2. Article 3.	Boundaries of Work	GC-2 GC-3
Article 5. Article 4.		GC-3 GC-3
Article 4. Article 5.	Proper Method of Work and Proper Materials Control of Area	GC-3 GC-3
Article 5. Article 6.		GC-3 GC-3
Article 0. Article 7.	Permits, Fees, etc. Traffic	GC-3 GC-3
Article 7. Article 8.		GC-3 GC-3
Article 8. Article 9.	Inspection Storming Work	GC-3 GC-4
Article 9. Article 10.	Stopping Work Dimensions	GC-4 GC-4
Article 10. Article 11.	Utilities and Service Lines	GC-4 GC-4
Article 11. Article 12.		GC-4 GC-4
Article 12. Article 13.	Sanitary Regulations	GC-4 GC-4
Article 13. Article 14.	Representative Always Present Work in Bad Weather	GC-4 GC-4
Article 14. Article 15.		GC-4 GC-4
Article 15. Article 16.	Protection of Work until Completion	GC-4 GC-4
Afficie 10.	Removal of Temporary Structures and Cleaning Up	GC-4
Article 17.	Gross Loads Hauled on Highway	GC-5
Article 18.	Repairs Caused by Damage Due to	GC-5
Attele 10.	Contractor's Operations	00-5
Article 19.	Property Damage	GC-5
Article 20.	Claims for Damages	GC-5
Article 21.	Equivalent Quality	GC-5
Article 22.	Payment	GC-5
Article 23.	Extra Work: Increased Compensation	GC-6
1	Decreased Work: Credit to Owner	
Article 24.	Disputed Work - Notice of Claim for Damages	GC-6
Article 25.	Disqualification from Public Contracts of	GC-7
	Persons who Refuse to Waive Immunity When	
	Called to Testify Before a Grand Jury	
Article 26.	Contractor's Report of Employment & Weekly	GC-8
	Affidavit	
Article 27.	Subletting	GC-8
Article 28.	Assignment of Contract	GC-8
Article 29.	Claims and Disputes	GC-8
Article 30.	Resolution of Claims and Disputes	GC-10
Article 31.	Delays	GC-10
Article 32.	Overlapping Work	GC-10
	Form - Contractor's Report of Employment	GC-12
	and Weekly Affidavit	

# 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 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. 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 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				f Public Works
Contract No	Report No	Weeks Ending	g	
Title of Contract and Lo	ocation			
Contractor or Subcontra	actor			
Address				
I,				
I,(Name of signatory per	son and title)			
being duly sworn, to	depose and say, the	hat I pay or supe	rvise the payment	of the persons employed by
20 and endi work have been paid the indirectly to or on beha	ng on the <u>day</u> full weekly wages If of said <u></u> by the various Fe	of, earned; that no reba ederal, State or loc e:	20, all persons e ates have been made , other the cal statutes and ordi	g on theday of employed by me on the contract or will be made either directly or han those deductions which are nances; and that the following
		During	g the Week	Total to Date
Number of names on pa	yroll			
Hours works				
Total wages earned				
	By			
State of County of	<u>)</u> ss. )		(Signature and	d Title)
Sworn to before me this	sday of	20		
	Notary Publ	ic		
The above summary of belief.	wages paid is true a	nd accurate as to fa	icts and extensions, t	to the best of my knowledge and

(DATE)

(Signature & Title of Essex County Public Works Engineer)

# <u>INDEX TO</u> <u>STANDARD SPECIAL CLAUSES</u> <u>ROAD AND BRIDGE CONSTRUCTION CONTRACTS</u>

# **DESCRIPTION**

#### PAGE NO.

Article 1.	Intent	SCRB-2
Article 2.	Contract Terms	SCRB-2
Article 3.	Tonnage Payments	SCRB-2
Article 4.	Pre-Construction Conference	SCRB-2
Article 5.	Preservation of Natural Features	SCRB-2
Article 6.	NYS DEC Municipal General Permit	SCRB-3
Article 7.	Prevention of Dust Hazard	SCRB-3
Article 8.	Use of Explosives	SCRB-3
Article 9.	Construction Near Pipes Conveying Combustible Gas	SCRB-4
Article 10.	Notice of Utility Owners	SCRB-4
Article 11.	Protection of Utilities and Structures	SCRB-4
Article 12.	Test Pits	SCRB-4
Article 13.	Protection of Pavement	SCRB-4
Article 14.	Protection of Structures from Bituminous Materials	SCRB-4
Article 15.	Salvable Materials	SCRB-5
Article 16.	Filling and Backfilling at Structures, Culverts and Pipes	SCRB-5
Article 17.	Areas Inaccessible to Roller	SCRB-5
Article 18.	Pipes and Culverts in Fill Areas	SCRB-5
Article 19.	Delivery of Materials	SCRB-5
Article 20.	Asphalt Concrete Payment	SCRB-5
Article 21.	Portland Cement Concrete	SCRB-5
Article 22.	Cleaning of Catch Basins and Manholes	SCRB-5
Article 23.	Noisy Manhole Covers	SCRB-6
Article 24.	Guarantee of the Work Under the Contract	SCRB-6
Article 25.	Contract Work by General Contractor	SCRB-6

# **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 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 by 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 form 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 that 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.

#### APPENDIX A

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 threshholds:

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 5Effective Date: 03/12/2012Expiration Date: 03/11/2022Freshwater Wetlands - Under Article 24Effective Date: 03/12/2012Expiration Date: 03/11/2022Stream Disturbance - Under Article 15, Title 5Effective Date: 03/12/2012Expiration Date: 03/11/2022Water Quality Certification - Under Section 401 - Clean Water ActEffective Date: 03/12/2012Expiration 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
Authorized Signature:	WARRENSBURG, NY 12885 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 will be date-stamped and returned, documenting reciept 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 of 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.

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



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.

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



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.

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



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 generate 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 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;



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

- 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-ofway 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.

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

## **NON-BIDDER RESPONSE**

## Bid/RFP Name:

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

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

## EXHIBIT C

#### **INSURANCE REQUIREMENTS – PUBLIC WORKS CONTRACTORS**

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

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

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

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

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

- be from an A.M. Best rated "A" New York State licensed insurer; and
- → contain a 30-day notice of cancellation
- IV. The Contractor agrees to indemnify the County for any applicable deductibles.

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

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

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

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

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

X. All Contractors Subcontractors shall comply with these provisions and shall list the County as additional insured on a primary and non-contributory basis.

Tracy Road over Ash Craft Brook Culvert Replacement, PIN 1761.06

## **APPENDIX A**

Access Agreements (NYSDEC TRP)

#### NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of Natural Resources, Region 5 1115 State Route 86, PO Box 296, Ray Brook, NY 12977 P: (518) 897-1276 | F: (518) 897-1370 www.dec.ny.gov

October 1, 2020

Mr. Robert Leveille Essex County Dept. of Public Works robert.leveille@essexcountyny.gov 7551 Court Street Elizabethtown, NY 12932

Dear Mr. Leveille:

Pursuant to the New York State Department of Environmental Conservation's (Department) new Temporary Revocable Permit Policy (ONR-3), Region 5 hereby issues you a Temporary Revocable Permit. This permit will allow you to replace an existing culvert at the Tracy Road crossing of Ash Craft Brook with a new bridge according to the description, conditions, and maps included with this permit. Work will occur on County Route 6 in the Town of North Hudson, Essex County. This permit will expire on August 9, 2021. Attached is the Temporary Revocable Permit for your records.

Supervising Forester Benjamin Thomas, located in our Warrensburg office, will act on behalf of the Department of Environmental Conservation as the Regional Land Manager. If you have any questions or concerns, please contact Mr. Thomas at (518) 623-1268.

Sincerely,

Kristofer A. Alberga Supervisor of Natural Resources

KAA/cmt Attachments

 ec: P. Sawyer
 B. Thomas, R. Daley, K. Alberga, FR Capt. J. Streiff, J. Ducharme TRP File #2829/#13295



NEW YORI STATE OF OPPORTUNITY	Conservation	ntal			
	SHORT-	EMPORARY RI TERM PERMIT FOR INE MANAGED PUBLIC LAN	DIVIDUALS AND/OR	GROUP EVEN	
State lands for the	described purposes	l Conservation grants s in accordance with and/or insurance are o	all the attached Te	erms & Condi	tions. TRPs will only
Permittee Name:	Robert Leveille		Organization:	Essex County [	Dept. of Public Works
Street Address: 7	551 Court Street				
City: Elizabethtown		State: NY		Zip Code:	12932
Email: robert.leveille	@essexcountyny.gov		Phone: (518) 87	3-3744	
State Land Unit Na	me(s): Hammo	ond Pond Wild Forest	#13	29	5
Facility, Trail or Ro	ad Name(s): Tracy F	Road (County Route 6)			
Description of Use	:				
19, 2018. Trees ident elapsed from the initia bridge installation incl installation of silt fenc biological functions.	ified in the original TRP I I TRP to necessitate a n uding some minor gradin e to protect water quality The Area of Disturbance	have been cut; however, the w Permit. This permit wil g outside of the road footp	ne culvert has not yet b I allow construction act wint. Temporary equip ew bridge will improve the Area of Disturbance	een replaced wit ivities necessary ment access out stream connectiv there are 141	

Maximum Attendees Permitted: 15 Start Date: 08/10/20 End Date: 08/09/21
Primary DEC Contact:     Ben Thomas     Phone:     (518) 623-1268     DEC Office:     Warrensburg
Application Fee:
Application Fee: EXEMPT Insurance Certificate: YES
Map:
<b>REGIONAL REVIEW TRP#</b> 2829/13295
DATE ISSUED TO APPLICANT: 10/01/2020 TYPE: NON-ROUTINE
RECOMMEND: APPROVED SPECIAL TERMS & CONDITIONS: YES
REGIONAL MANAGER SIGNATURE:
REGIONAL DIRECTOR SIGNATURE: Juli M. Juli Digitally signed by Joseph M. Zalewski Digitally signed by Joseph M. Zalewski Di
<b>CENTRAL OFFICE REVIEW</b> *NON-ROUTINE & FOREST PRESERVE RESEARCH PERMITS ONLY
RECOMMEND: approved SIGNATURE: Det conflict Davids, environment Da
STATE MUSEUM REVIEW * IF APPLICABLE
RECOMMEND: SIGNATURE: DATE:
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION REVIEW * IF APPLICABLE
RECOMMEND: SIGNATURE: DATE:

## TEMPORARY REVOCABLE PERMIT

NEW YORK

STATE OF OPPORTUNITY **Department of** 

Environmental Conservation

#### **STANDARD TERMS & CONDITIONS**

- 1. Permittee hereby agrees to indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of the Permittee's use of the State land facilities which are the subject of this permit.
- 2. Permittee shall comply with all applicable Federal and State rules and regulations and shall obtain and keep current any additionally required Federal, State or local permits for the full duration of the permitted activity.
- **3.** This permit shall at all times be subject to the approval of the Department and may be suspended or revoked at any time.
- 4. If public liability insurance is required by the Department, the Permittee must keep in force such insurance for the full duration of the permit.
- 5. Permittee shall notify the primary DEC contact person at least 48 hours prior to commencing permit use and upon completion of use.
- 6. Any activity authorized under this permit shall not interfere with normal administration of the area by the Department.
- 7. No trees or other vegetation shall be cut, disturbed or removed unless specifically authorized by the Department.
- **8.** Permittee shall be responsible for any damages or disturbances that occur to natural resources, public facilities, boundaries or survey markers resulting from the permitted activity.
- **9.** Permittee is responsible for removing all litter and debris from the State Land facility covered by this permit within 24 hours of completion of the authorized activity.
- **10.** Upon completion of the activity, Permittee shall meet with the primary DEC contact person to inspect the area and to ensure that the Permittee has complied with all terms and conditions.

TRP # 2829 /13295

## Tracy Rd. Culvert Replacement SPECIAL TERMS & CONDITIONS

In addition to the aforementioned Standard Terms & Conditions, this permit is subject to the following Special Terms & Conditions. Failure of the Permittee to comply with any Terms and Conditions will void this permit.

All in stream work, as well as any work that may result in the suspension of sediment, is prohibited during the trout spawning and incubation period commencing October 1 and ending April 30.

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.

3. 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 land is heavily vegetated.

- 4. No Impedance to Aquatic Organisms
- Structures must not impede upstream and downstream migration of aquatic organisms
- 5. 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. 6. 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.

7. 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. 8. 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.

9. 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.

10. Stockpiled material will be placed on geotextile fabric so that all materials will be removed from Forest Preserve at the completion of project and site will be restored to natural condition.

11. Any disturbed soil must be seeded with native seed and mulched at the completion of work covered in this permit.

<sup>1.</sup> Prohibition Period for Trout

<sup>2.</sup> Precautions Against Contamination of Waters

Tracy Road Culvert Replacement

Seedling count for TRP

Seedlings inventoried are divided into impacted area quadrants around the bridge site.

NW:

4 American Beech 13 White Ash 15 Pin Cherry 2 Aspen 33 Red Maple 6 Alder 1 Cedar 1 Yellow Birch

## NE:

7 Yellow Birch 4 White Pine 11 Aspen 1 Pin Cherry

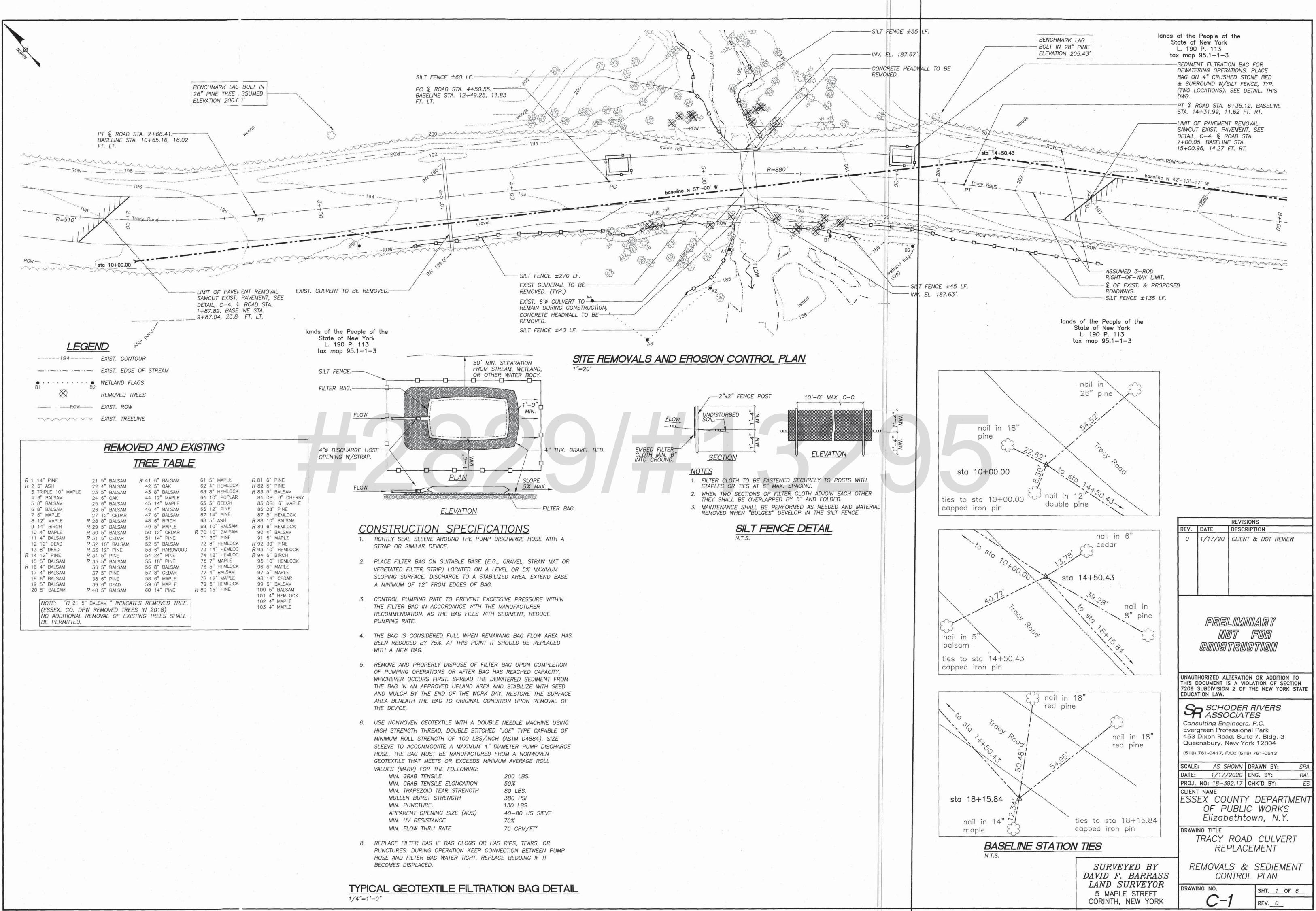
5 White Ash 3 Balsam Fir 1 Pin Cherry **#2829/#13295** 

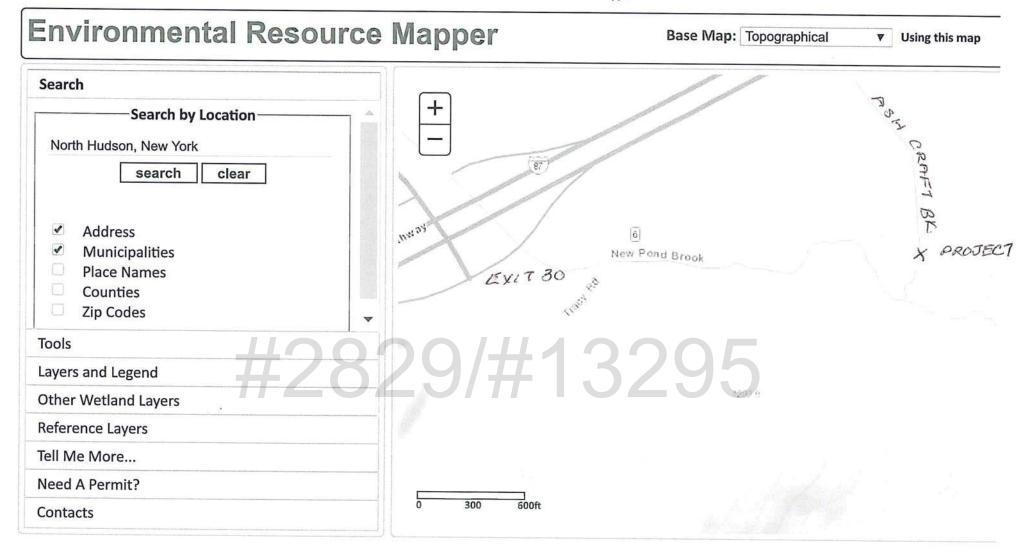
## <u>SE:</u>

2 White Ash 1 White Pine 4 Alder 5 Balsam Fir 3 Cedar 2 American Elm

<u>SW:</u>

2 Pin Cherry 11 White Ash 2 Yellow Birch 3 Alder







## CERTIFICATE OF LIABILITY INSURANCE

DHRIBAR

DATE	(MM/DD/YYYY)
01	123/2020

COUNOFE-01

	-			<b>\</b>						01/	/23/2020
C B	ERT ELO	CERTIFICATE IS ISSUED AS A IFICATE DOES NOT AFFIRMAT W. THIS CERTIFICATE OF INS ESENTATIVE OR PRODUCER, AI	IVEL SUR/	Y OI ANCE	R NEGATIVELY AMEND	, EXTE	ND OR ALT	ER THE CO	OVERAGE AFFORDED	BY TH	E POLICIES
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-	DUCE	Ŭ.				CONTA NAME:					
		Kiernan, Inc.					o, Ext): (518) 2	44-4245		518) 2	244-4262
		Road eenbush, NY 12061				E-MAIL ADDRE	, LAU. (* **) -		(A/C, NO). (	,-	
	• • • •					ADDRL			RDING COVERAGE		NAIC #
						INSUR			al Insurance Reciproc	al	
INSL	RED					INSURE			<u></u>		
		County Of Essex				INSURE					
		7551 Court Street				INSURE					
		Elizabethtown, NY 12932				INSURE					
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INSR LTR		TYPE OF INSURANCE		SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	x		MPLESEX001		12/31/2019	12/31/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
									MED EXP (Any one person)	\$	5,000
									PERSONAL & ADV INJURY	\$	1,000,000
	GEN	VL AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	3,000,000
		POLICY PRO- JECT X LOC								\$	1,000,000
		OTHER:			nnn/			<b>N</b> C	EXT EPL	\$	Included
Α	AUT				K/U/				COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO			MCAESEX001		12/31/2019	12/31/2020	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)		
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
										<u>ψ</u> \$	
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	If yes	s, describe under									
<u> </u>	DES	CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
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Add	ition	Liability: al Insured by Written contract, perr al Insured-Designated Person or O									
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SEE	ATT	ACHED ACORD 101									
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		Warrensburg, NY 12885				AUTHO	RIZED REPRESE	NTATIVE			

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AGENCY CUSTOMER ID: COUNOFE-01



LOC #: 1

Page 1 of 1

ADDITIONAL	REMARKS	SCHEDULE
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AGENCY		NAMED INSURED
Rose & Kiernan, Inc.		County Of Essex 7551 Court Street
POLICY NUMBER		Elizabethtown, NY 12932
SEE PAGE 1		Essex
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1
		·

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:** 

The NYS Department of Environmental Conservation and the People of the State of New York, its officers, agents and employees are included as Additional Insureds on General Liability per forms noted as required by replace a culvert on state land TRV permit, cemetery Road, Town of Keene TRV permit, Tracy Road TRP Permit, Terry Mountain TRP Permit, tree removal along the highways TRV permit.

## #2829/#13295

#### MPL 216 03 06

#### GENERAL LIABILITY

#### NEW YORK MUNICIPAL SPECIAL

#### ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the General Liability Policy.

#### ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

WHO IS AN INSURED is amended to include any person or organization which because of a written contract, agreement or permit coverage is provided under this policy, but only with regards to your operations, "your work" or facilities owned or used by you.

- a. This provision does not apply:
  - (1) Unless the written contract or agreement has been executed by the entity seeking coverage prior to the "bodily injury," "property damage," "personal and advertising injury,"
  - (2) To any person or organization included as an insured under this Coverage Part; or
  - (3) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.

To any person or organization contracted to supply municipal products or services on your behalf.

- When a lessor of leased equipment becomes an insured under this provision, the following additional exclusions apply:
  - To any "occurrence" which takes place after the equipment lease expires; or
  - (2) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
- c. When an engineer, architect or surveyor becomes and insured under this provision, the following additional exclusions applies:

"Bodily injury," "property damage," "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (2) Supervisory, inspection, or engineering services.
- d. When:

(4)

MPL-216-03 06

Page 1 of 2

- (1) Owners or other interests from whom land has been leased/borrowed; or
- Manager or owner/lessor of premises;

Becomes an insured under this provision, the following exclusions apply:

- Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

## #2829/#13295

MPL-216-03 06

Page 2 of 2

ν.,



## TEMPORARY REVOCABLE PERMIT APPLICATION

#### SHORT-TERM PERMIT FOR INDIVIDUALS AND/OR GROUP EVENTS ON DEC-MANAGED PUBLIC LANDS AND CONSERVATION EASEMENTS

#### APPLICANT INFORMATION

Applicant Name:	Essex County
Organization:	Dept of Public Works
Email:	robert.leveille@essexcountyny.gov
Phone:	518-873-3744
Street Address:	7551 Court St
City: Elizabethtow	vn State: NY Zip Code: 12932

#### **RESEARCH ACTIVITIES**

For research activities,	, please provide	the superv	ising professor o	r Department hea	d as the contact.

Contact Name:	Robert Leveille	Title:	Asst Civil Engineer	
Email:	robert.leveille@essexcountyny.gov	Phone:	518-873-3744	

#### **REQUESTED LOCATION & USE**

.. ..

----

Town(s):	North Hudson	County: Essex County	
State Land Un	it Name(s):	Hammond Pond Wild Forest	
Facility, Trail o	or Road Name(s):	County Route 6, Tracy Road	
Estimated Nur	mber of Attendees:		
Start Date:	06/01/20	End Date: 07/01/20	

1

#### **DESCRIPTION OF USE**

Please provide a description of the intended use of the public lands, including a description of equipment to be used. Attach additional information as necessary.

The purpose of this project is to replace an existing culvert at the Tracy Road crossing of Ash Craft Brook. The culvert has reached the end of its service life and will be replaced with a new bridge in 2020. When the project is completed, all permanent structures will be inside the existing Essex County right of way. Some silt fence will be placed over or on the right of way boundary to protect against erosion as shown on attached drawing C-1. This will be removed after vegetation is re-established in the spring of 2021. No trees will be removed. This was done previously under a seperate TRP.

#### NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Office of Natural Resources, Region 5 1115 State Route 86, PO Box 296, Ray Brook, NY 12977 P: (518) 897-1276 | F: (518) 897-1370 www.dec.ny.gov

March 19, 2018

Mr. Robert Leveille Essex County Dept. of Public Works <u>rleveille@co.essex.ny.us</u> 8053 US Route 9 Elizabethtown, NY 12932

Dear Mr. Leveille:

Pursuant to the New York State Department of Environmental Conservation's (Department) new Temporary Revocable Permit Policy (ONR-3), Region 5 hereby issues you a Temporary Revocable Permit. This permit will allow the replacement of an existing culvert on Tracey Road, crossing Ash Craft Brook, with a 30' bridge. Construction will require cutting 27 trees to facilitate equipment access. The work will be accomplished according to the description, conditions, tree list and maps included with this permit. The work will occur in the Town of North Hudson in Essex County. This permit will expire on September 30, 2018. Attached is the Temporary Revocable Permit for your records.

Forester Corrie O'Dea, located in the Warrensburg office, will act on behalf of the Department of Environmental Conservation as the Regional Land Manager. If you have any questions or concerns, please contact Ms. O'Dea at (518) 623-1275.

Sincerely,

Thamas D. Mula

Thomas D. Martin, CF Natural Resources Supervisor

TDM/cmt Attachment

ec: K. Kwaczala, P. Sawyer, C. O'Dea, B. Thomas, K. Alberga FR Capt. J. Streiff, J. Ducharme TRP File #2499/#11492



#### STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION



## **TEMPORARY REVOCABLE PERMIT**

#### SHORT-TERM PERMIT FOR INDIVIDUALS AND/OR GROUP EVENTS ON DEC-MANAGED PUBLIC LANDS AND CONSERVATION EASEMENTS

The NYS Department of Environmental Conservation grants permission to the Permittee to use the specified State lands for the described purposes in accordance with all attached Terms & Conditions. TRPs will only remain valid if all necessary permits and/or insurance are obtained and kept current by the Permitee.

Permittee Name: Robert Leveille

Organization: Essex County Dept. of Public Works

State Land Unit Name(s): Hammond Pond Wild Forest

Facility, Trail or Road Name(s): Tracey Road, Town of North Hudson

**Description of Use:** 

The project involves the replacement of an existing culvert on Tracey Road, crossing Ash Craft Brook, with a 30' bridge. The new bridge will be constructed within the existing road right-of-way. Construction will require cutting 27 trees to facilitate equipment access. The new bridge will improve stream connectivity and help restore natural riverine and biological functions. See the attached site survey for specific project details.

Maximum Attendees Permitted:         Start Date of Use:         Mar 1, 2018         End Date of Use:         Sep 30, 2018
Primary DEC Contact: Corrie O'Dea Phone: 518.623.1275
APPLICATION FEE: I Exempt       OR       I RECEIPT #:       MAP ATTACHED: Y       N         INSURANCE CERTIFICATE: I Attached       N/A       N/A
REGIONAL REVIEW TRP #2499 /#11492
DATE ISSUED TO APPLICANT:         TYPE:       Expedited         Routine       Research         Renewal       Extension
RECOMMEND: X Approved Denied SPECIAL TERMS & CONDITIONS: X Attached N/A
REGIONAL MANAGER SIGNATURE: Dit on financial discovery gave, c=US Date: 2018.02.23 115937-0500
REGIONAL DIRECTOR SIGNATURE:       Refer A Agencian       Digitally signed by Robert Stegemann       Digitally signed by Robert Stegemann       Digitally signed by Robert Stegemann         Digitally signed by Robert Stegemann o, ou, email-robert stegemanningle, ry gov, c-US       DATE:
<b>CENTRAL OFFICE REVIEW</b> * NON-ROUTINE & FOREST PRESERVE RESEARCH PERMITS ONLY
RECOMMEND: X Approved Denied SIGNATURE:
STATE MUSEUM REVIEW     * IF APPLICABLE
RECOMMEND: Approved Denied SIGNATURE: DATE:
OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION REVIEW * IF APPLICABLE
RECOMMEND: Approved Denied SIGNATURE: DATE: DATE: Rev 11-3-

#### STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION



## **TEMPORARY REVOCABLE PERMIT**

## **STANDARD TERMS & CONDITIONS**

- 1. Permittee hereby agrees to indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of the Permittee's use of the State land facilities which are the subject of this permit.
- 2. Permitee shall comply with all applicable Federal and State rules and regulations and shall obtain and keep current any additionally required Federal, State or local permits for the full duration of the permitted activity.
- **3.** This permit shall at all times be subject to the approval of the Department and may be suspended or revoked at any time.
- **4.** If public liability insurance is required by the Department, the Permitee must keep in force such insurance for the full duration of the permit.
- 5. Permittee shall notify the primary DEC contact person listed below at least 48 hours prior to commencing permit use and upon completion of use.
- 6. Any activity authorized under this permit shall not interfere with normal administration of the area by the Department.
- 7. No trees or other vegetation shall be cut, disturbed or removed unless specifically authorized by the Department.
- **8.** Permittee shall be responsible for any damages or disturbances that occur to natural resources, public facilities, boundaries or survey markers resulting from the permitted activity.
- **9.** Permitee is responsible for removing all litter and debris from the State Land facility covered by this permit within 24 hours of completion of the authorized activity.
- **10.** Upon completion of the activity, Permitee shall meet with the primary DEC contact person listed below to inspect the area and to ensure that the Permitee has complied with all terms and conditions.

Print Form
NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION
TEM PORARY REVOCABLE PERMIT APPLICATION
SHORT-TERM PERMIT FOR INDIVIDUALS AND/ OR GROUP EVENTS ON DEC-MANAGED PUBLIC LANDS AND CONSERVATION EASEMENTS
APPLICANT INFORMATION
Applicant Name: ROBERT R. LEVEILLE
Organization: ESSEX COUNTY DEPT. OF PUBLIC WORKS
Email: RLeveille@ CO. ESSEX. NY. US Phone:
Street Address: BOS3 US ROUTE 9
City: ELIZABETHTOWN State: NY Zip Code: 12932
RESEARCH ACTIVITIES
For research activities, please provide the supervising professor or Department head as the contact.
Contact Name: Title:
Email: Phone:
REQUESTED LOCATION & USE
Please specify the name of the State land unit where the activity is requested to occur.
Town(s): NORTH HUOSOIN County: ESSIEX
State Land Unit Name(s):
Facility, Trail or Road Name(s): TRACY RD
Estimated Number of Attendees:
Start Date of Use: $3/15/18$ End Date of Use: $3/30/18$
DESCRIPTION OF USE
Please provide a description of the intended use of the public lands, including a description of equipment to be used. Attach additional information as necessary.
REMOVAL OF TREES REQUIRED TO REPLACE AN
EXISTING CULVERT WITH A BRIDGE. TREES
TO BE REMOVED ARE SHOWN ON ATTACHED
ORAWINGS AND LIST. TREE CUTTING MUST
BE DONE PRIOR TO APRIL 1,2018 OUE TO
PROXIMITY TO A BAT HIBERNACULUM. OURING
CONSTRUCTION, THERE WILL BE SOME MINIOR
CRADINC BUTSIDE OF THE RICHT-OF-WAY ALSO.

## Tracey Road Bridge Replacement SPECIAL TERMS & CONDITIONS

In addition to the aforementioned Standard Terms & Conditions, this permit is subject to the following Special Terms & Conditions. Failure of the Permittee to comply with any Terms and Conditions will void this permit.

#### 1. Prohibition Period for Trout

All in stream work, as well as any work that may result in the suspension of sediment, is prohibited during the trout spawning and incubation period commencing October 1 and ending April 30.

#### 2. 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.

#### 3. 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 land is heavily vegetated.

## 4. No Impedance to Aquatic Organisms

Structures must not impede upstream and downstream migration of aquatic organisms

#### 5. 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.

#### 6. 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.

#### 7. 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.

#### 8. 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.

#### 9. 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.

- **10.** Only painted trees will be cut for work covered by this permit and cutting will only take place for those painted trees that are necessary to complete the work on this project. Trees that may be cut are included on the attached tree tally. Trees to be removed are trees are painted with an orange "X".
- **11.** Stumps of trees cut per this permit will be 6" in height or less.
- 12. One week prior to commencing any tree cutting pursuant to this permit, the crew performing the work shall contact the DEC contact to discuss the scope of the work, in order to ensure crew understands the limited scope of the cutting allowed, how logs / slash / chips will be dispersed on site and to discuss the location in which the crew will be working.
- **13.** All cut material shall remain on site and not be removed from Forest Preserve. Trees may be chipped and dispersed into the woods, but may not be chipped into wetlands or streams.
- **14.** Stockpiled material will be placed on geotextile fabric so that all materials will be removed from Forest Preserve at the completion of project and site will be restored to natural condition.

**15.**Any disturbed soil must be seeded and mulched at the completion of work covered in this permit. Only native seed may be used. See

<u>https://www.apa.ny.gov/Research/MasterNativeListByHabitAlphaByCommonName.pdf</u> for a list of native plant species by County.

#### MPL 216 03 06

#### **GENERAL LIABILITY**

### NEW YORK MUNICIPAL SPECIAL

## ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the General Liability Policy.

## ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

WHO IS AN INSURED is amended to include any person or organization which because of a written contract, agreement or permit coverage is provided under this policy, but only with regards to your operations, "your work" or facilities owned or used by you.

- This provision does not apply:
  - (1) Unless the written contract or agreement has been executed by the entity seeking coverage prior to the "bodily injury," "property damage," "personal and advertising injury;"
  - (2) To any person or organization included as an insured under this Coverage Part; or
  - (3) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
  - (4) To any person or organization contracted to supply municipal products or services on your behalf.
- b. When a lessor of leased equipment becomes an insured under this provision, the following additional exclusions apply:
  - (1) To any "occurrence" which takes place after the equipment lease expires; or
  - (2) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor.
- c. When an engineer, architect or surveyor becomes and insured under this provision, the following additional exclusions applies:

"Bodily injury," "property damage," "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (2) Supervisory, inspection, or engineering services.
- d. When:

- (1) Owners or other interests from whom land has been leased/borrowed; or
- (2) Manager or owner/lessor of premises;

Becomes an insured under this provision, the following exclusions apply:

- Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

# #2499/#11492



## 

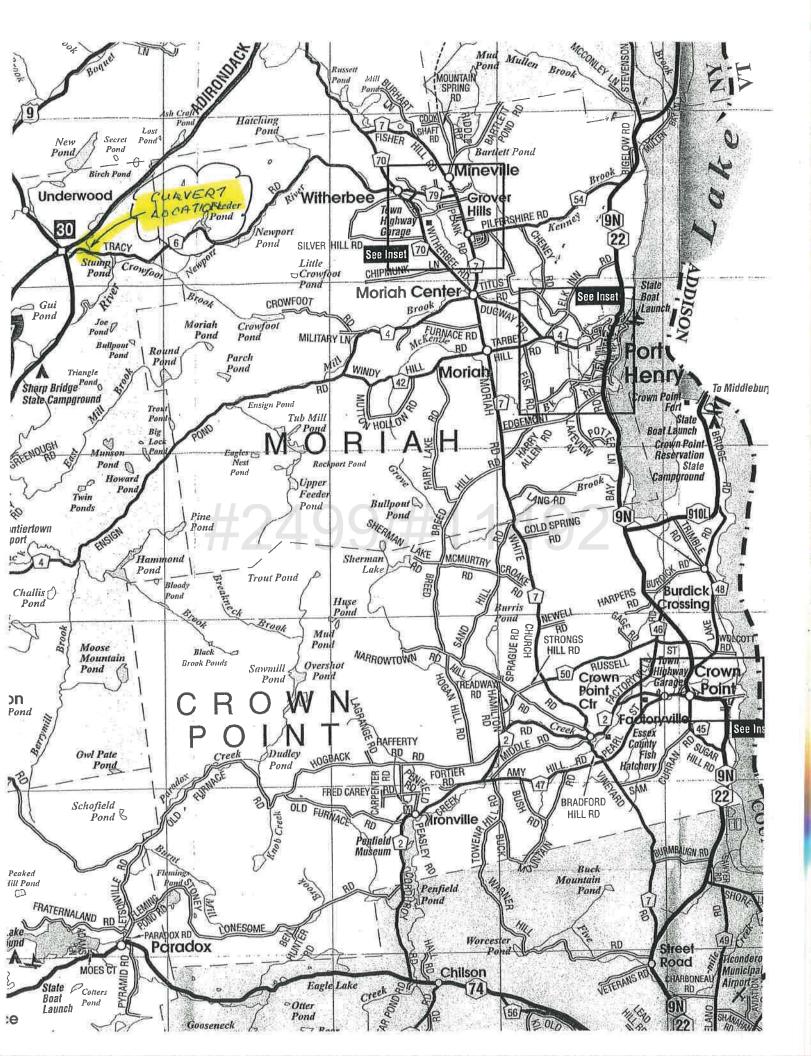
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IMPORTANT: If the certificate hold If SUBROGATION IS WAIVED, subjective this certificate does not confer rights	ct to th	e terms and conditions of	the policy, centres the policy, centres the policy of the	rtain	policies may			
PRODUCER			CONTACT NAME:					
Rose & Kiernan, Inc. 99 Trov Road			PHONE (A/C, No, Ext): (5	518) 2	244-4245	AX (A/C, No)	:(518) ź	244-4262
East Greenbush, NY 12061			E-MAIL ADDRESS:					т
						RDING COVERAGE		NAIC #
			INSURER A : NY	MIR	- NY Munic	ipal Insurance		
INSURED County Of Essex			INSURER B :					
Judith Garrison			INSURER C :					
7551 Court Street Elizabethtown, NY 12932			INSURER D :					
			INSURER F :					
COVERAGES CEI	RTIFICA	TE NUMBER:				<b>REVISION NUMBER:</b>		1
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						MED EXP (Any one person)	\$	5,000
						PERSONAL & ADV INJURY	\$	1,000,000 3,000,000
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A AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	\$	1,000,000
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X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							\$	
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AND EMPLOYERS' LIABILITY						STATUTE ER		
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If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		
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CERTIFICATE HOLDER			CANCELLA					
New York State Departmen Region V 1115 NYS Rte 86, PO Box 2 Raybrook, NY 12977-0296		ronmental Conservation	THE EXPIR	ATIO CE W	N DATE TH	ESCRIBED POLICIES BE ( IEREOF, NOTICE WILL CY PROVISIONS.		
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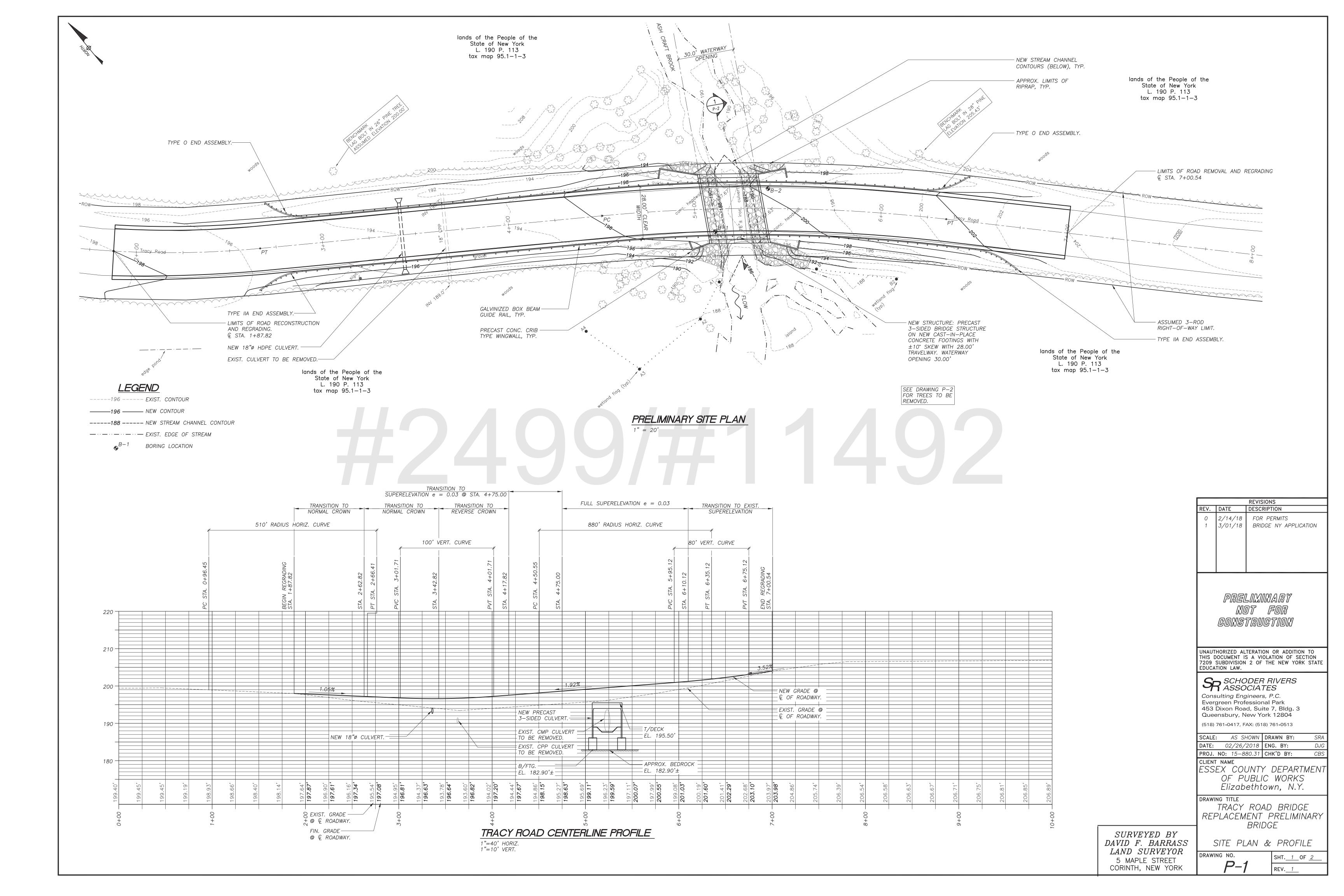
© 1988-2015 ACORD CORPORATION. All rights reserved.

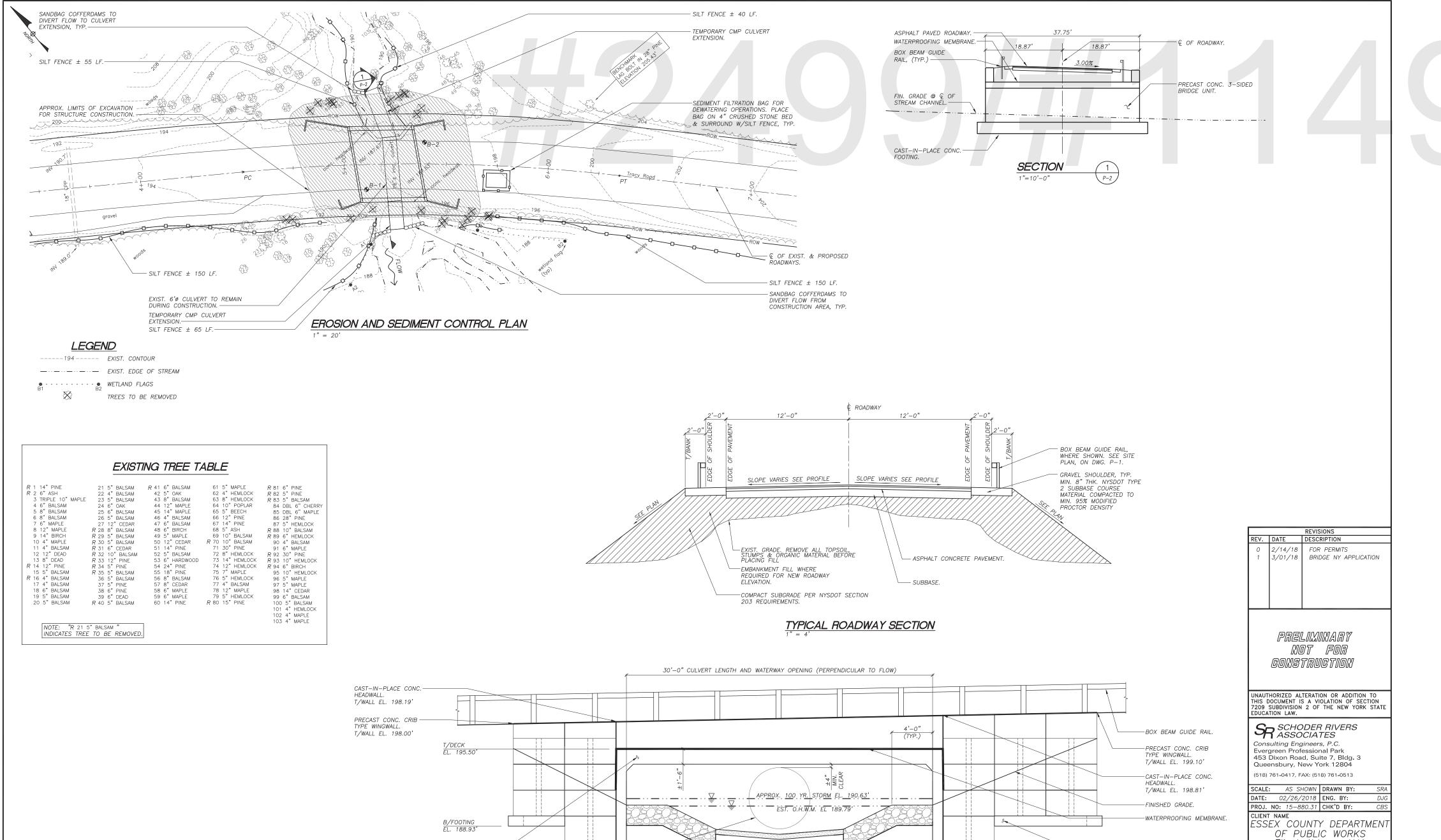


## Tracy Road Culvert Replacement Preliminary List of Trees To Be Removed

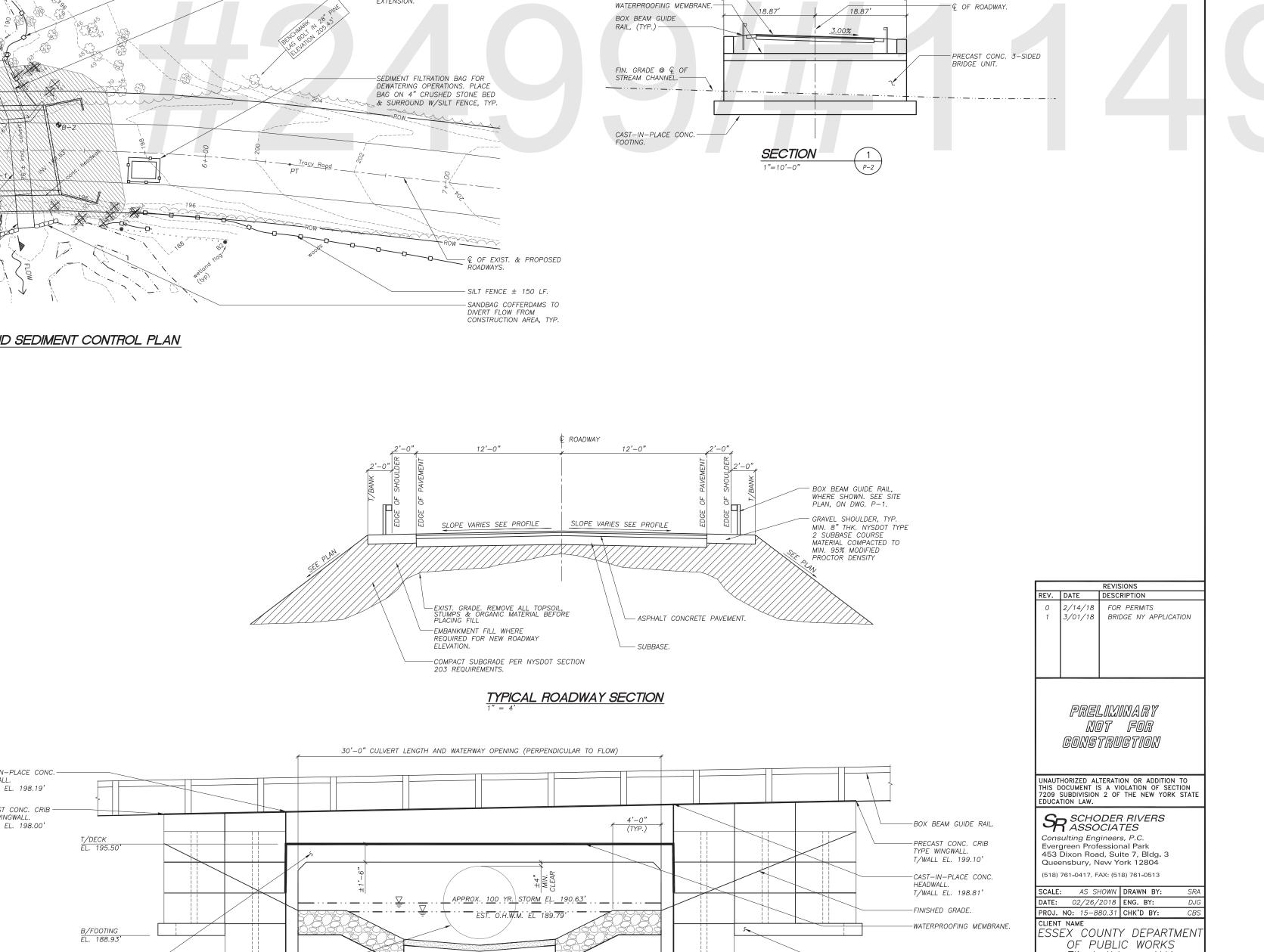
Reference number	Size and Species
1	14" Pine
2	6" Ash
3	10" Maple, 3 stems
14	12" Pine
16	4" Balsam
28	8" Balsam
29	5" Balsam
30	5" Balsam
31	6" Cedar
32	10" Balsam
33	12" Pine
34	5" Pine
35	5" Balsam
40	5" Balsam
41	6" Balsam
70	10" Balsam
80	15" Pine
81	6" Pine
82	5" Pine
83	5" Balsam
88	10" Balsam
89	6" Hemlock
92	30" Pine
93	10" Hemlock
94	6" Birch

99/#11492

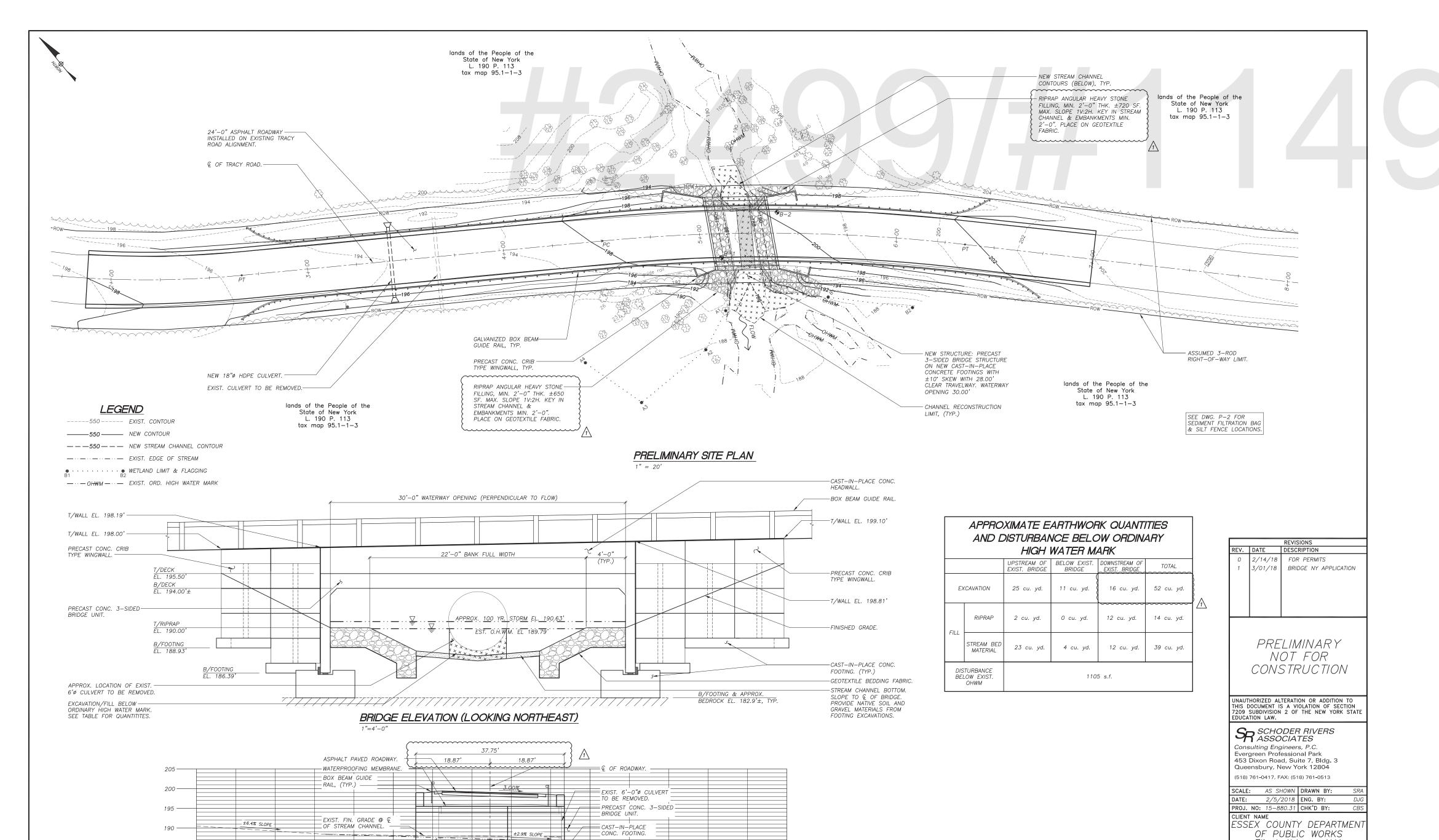














# **APPENDIX B**

Right-of-Way Certificate

#### **APPENDIX 11-5** RIGHT OF WAY CLEARANCE CERTIFICATE FOR PSE AND AWARD

To: Regional Real Estate Officer, Region 1		_ Date	e: <u>4/30/2020</u>	_Design Approval Date: <u>4/16/2020</u>	
From:	James Dougan, Superintendent	Sponsor:	ponsor: Essex County DPW		
P.I.N:	1761.06	Project:	Tracy Road over Ash Craft Brook Culvert Replacement		
Sponsor ID #: N/A		Acquiring Agency: NYSDEC			

I certify that: the right-of-way has been or will be acquired in accordance with the Highway Law, the Eminent Domain Procedure Law (when applicable), Uniform Relocation Assistance Real Property Acquisition Policies Act of 1970 as amended, and Title 23 of the Code of Federal Regulations, Part 635, Section 309 and that the status of the right-of-way is as follows:

#### Select: a, b, c, or d

(a) No right of way (including clearance of encroachments conflicting with the project construction within the existing right of way) is required for the project.

(b) All of the necessary rights of way, including control of access rights have been acquired (legal and physical possession). All payments/deposits are completed. If applicable, "Statement of Donations" attached. There are no improvements existing that need to be removed or demolished and/or all occupants have vacated the land and/or improvements and the acquiring agency has the physical possession and the right to remove.

(c) All the necessary rights of way, including control of access rights have not been completed, however, the acquisitions are being progressed and all legal and physical possession will be completed prior to advertisement of the contract (see attached ROW 9-15ALL "Acquisition and Clearance Status Report" for completion schedule).

(d) Acquisition of one or more remaining properties has not been completed and will not be completed prior to project advertisement for bids. All eligible occupants of the residences, if any, on such properties have had replacement housing made available to them in accordance with 49 CFR 24.204. (See attached ROW 9-15ALL "Acquisition and Clearance Status Report" for completion schedule and ROW 9-16ALL "Special Note -Availability of ROW"). The completion schedule will be included in the contract plans, engineering substantiation and a report of the quantity and quality of relocation assistance. A note designating the lack of availability shall appear on the specific plan sheet of each indicated property. FHWA approval of this (these) projection(s) is required. (Reasons property may not be available include acquisitions of properties in bankruptcy, acquisitions from cemeteries, acquisitions from the federal/state government, and relocations.)

#### **Project Information:**

No. of Maps required for project No. of Claimants No. of Maps not requiring payment 0 No of Relocations required

Completed Project Checklist and Property Checklist must be attached.

Responsible Local Official

Title: Essex County DPW Superintendent

Name: James Dougan - Date: 520 2020 Date: \_\_\_\_\_ Signature:

NYSDOT Real Estate Officer:

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

0

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

No. of Relocations completed 0

No. of Maps deposited to date 0

No. of Maps paid to date

Tracy Road over Ash Craft Brook Culvert Replacement, PIN 1761.06

# **APPENDIX C**

Environmental Permits (NYSDEC / ACOE)

#### 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

May 3, 2018

Essex County DPW Attn: Robert Leveille 8065 NYS RTE 9 Elizabethtown, NY 12932

#### Re: Tracy Rd Culvert DEC #5-1542-00061/00001 North Hudson (T) Essex County

Dear Mr. Leveille:

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

ec: Thomas Shanahan, DEC Kris Alberga, DEC USACOE, NAN-2018-00432-ULO Joan Ducharme, OPP ECO Lt. Mike Phelps



New York State Department of Environmental Conservation NOTE: This notice is NOT a permit
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# **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 #: Permittee Name: Address: 5-1542-00061/00001 Essex County 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:

X 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 Facility DEC ID 5-1542-00061

### 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:

Tracy Rd Culvert Tracy Rd 0.5 Mi E of St Rte 9 North Hudson, NY

Facility Location: in NORTH HUDSON in ESSEX COUNTYFacility Principal Reference Point: NYTM-E: 607.868NYTM-N: 4881.232Latitude: 44°04'34.8"Longitude: 73°39'10.3"

Authorized Activity: Removal of an existing 6' culvert and replacement with a 30' bridge over Ash Craft Brook. Rip rap will be placed as erosion protection at a 1V:2H slope. 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 5-1542-00061/00001

New PermitEffective Date: 5/3/2018Expiration Date: 10/1/2020Water Quality Certification - Under Section 401 - Clean Water ActPermit ID 5-1542-00061/00002

New Permit

Effective Date: 5/3/2018

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:

INA

Date 5/3/17



#### **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, as well as any work that may result in the suspension of sediment, 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 Schoder River Associates, received by the DEC on March 21, 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.

Page 2 of 8



#### 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:

- a. retained in an appropriately maintained upland settling basin;
- b. filtered through crushed stone, sand, straw bales, silt screening (maximum opening size of U.S. Sieve Number 20), etc.; or,
- c. 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.

Page 3 of 8

#### NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION Facility DEC ID 5-1542-00061



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.

Page 4 of 8

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION Facility DEC ID 5-1542-00061



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. Minimum Bridge Span and Culvert Diameter 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 culverts must be designed to meet appropriate hydraulic capacity and structural integrity criteria.

30. 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.

31. 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.

32. Temporary Crossing to Be Removed and Restored Immediately following project completion or by the expiration of the permit, whichever comes first, any temporary crossing is to be completely removed, and the stream bed and banks are to be returned to pre- project conditions and are to be stabilized by seeding and mulching with straw.

#### **AREA RESTRICTIONS**

33. 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.

34. 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,

Page 5 of 8

#### NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION Facility DEC ID 5-1542-00061



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.

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.

# 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.

Page 6 of 8



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

# 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

Page 7 of 8

#### NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION Facility DEC ID 5-1542-00061



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.

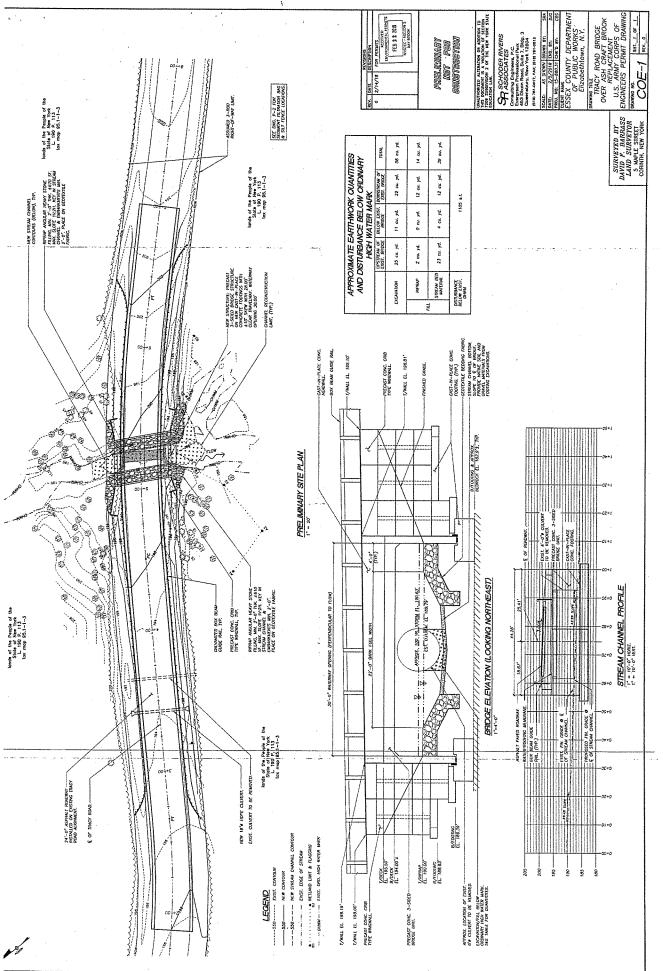
## Item C: Permittee Responsible for Obtaining Other Required Permits

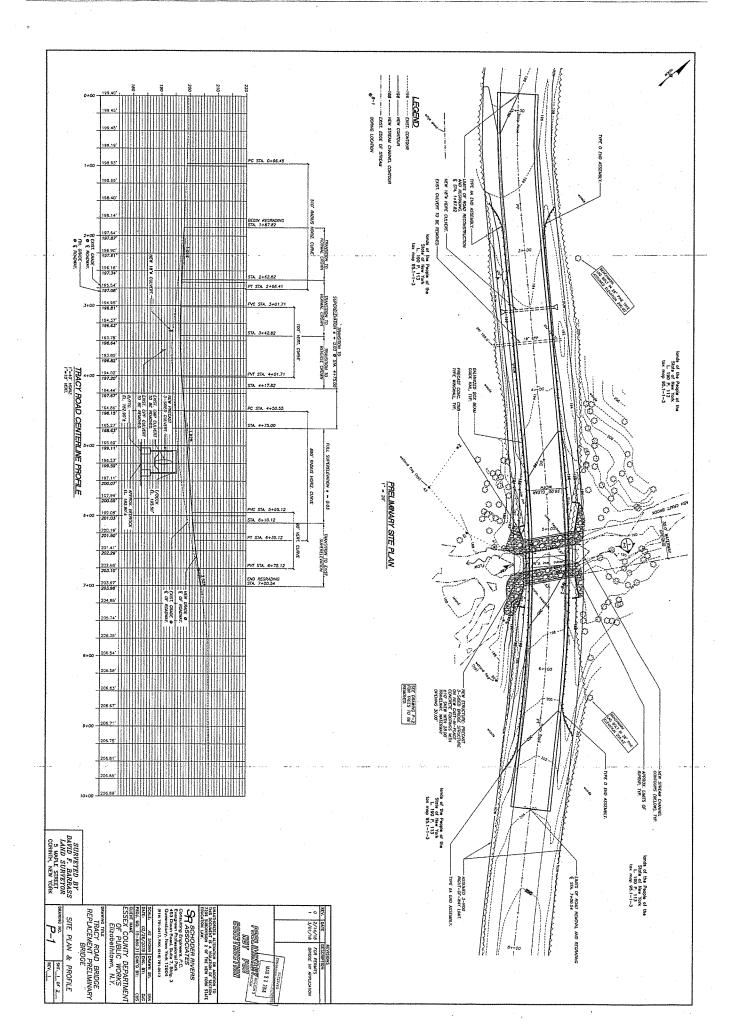
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-ofway that may be required to carry out the activities that are authorized by this permit.

### 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.

Page 8 of 8





# **APPENDIX D**

Geotechnical Investigation Report

A copy of the Geotechnical Report for the project follows for reference only. This report is provided for informational purposes and shall not be considered to be part of the contract documents. If distributed to others by the BIDDER or CONTRACTOR, it must be delivered in its entirety only.

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

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

### GEOTECHNICAL EVALUATION TRACEY ROAD CULVERT TOWN OF NORTH HUDSON, NY Dente File No. JB175565

Prepared For: James Dougan Essex County DPW 8053 Route 9 Elizabethtown, NY 12932

February 2018

# TABLE OF CONTENTS

I.	INTRODUCTION	
II.	SITE AND PROJECT DESCRIPTION	2
III.	SUBSURFACE CONDITIONS	3
IV.	GEOTECHNICAL EVALUATION	3
V.	CLOSURE	6

# APPENDICES

APPENDIX A	Current & Historic Topographic Maps	
APPENDIX B	Subsurface Investigation Plan	
APPENDIX C	Subsurface Logs with Key	
APPENDIX D	Laboratory Test Results	



# GEOTECHNICAL EVALUATION TRACEY ROAD CULVERT TOWN OF NORTH HUDSON, NY

Dente File No. JB175565

### I. INTRODUCTION

This report presents the results of our Geotechnical Evaluation completed to assist in planning for the replacement of a culvert beneath Tracey Road in the town of North Hudson, New York. The evaluation was conducted in general accord with our Letter of Authorization and Contract which was approved by the County on December 6, 2017. In general, the evaluation included the following:

- · Layout and completion of two test borings,
- Visual classification of the soils and bedrock recovered from the test borings and preparation of individual subsurface logs by a Geotechnician,
- Laboratory testing to determine the gradation and natural moisture content for a few representative soil samples,
- Evaluation of the data collected and the preparation of this report to assist in planning for the geotechnical related aspects of the project.

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

Dente Group, A Terracon Company 594 Broadway Watervliet, NY 12189 P (518) 266-0310 F (518) 266-9238 terracon.com It should be understood that this report was prepared, in part, on the basis of a limited number of test borings performed for the field exploration. The borings were advanced at discrete locations and the overburden soils sampled at specific depths. Conditions are only known at the locations and through the depths investigated. Conditions at other locations and depths may be different, and these differences may impact on the conclusions reached and the recommendations offered.

# II. PROJECT AND SITE DESCRIPTION

As we understand it, the project will entail the replacement of an existing shallow culvert beneath Tracey Road. A portion of the USGS topographic map for the area is presented in Appendix A to assist the reader in locating the site and reviewing the overall topography in the project area.

It is our understanding that the existing culvert will most likely be replaced with a foursided box culvert due to the limited height between the stream and roadway.

# III. SITE INVESTIGATIONS

The site's subsurface conditions were investigated through the completion of two test borings at the approximate locations shown on the aerial photograph presented in Appendix B. The borings were made using a standard rotary drill rig equipped with hollow stem augers. As the augers were advanced the overburden soils were sampled and their relative density determined through the Standard Method for Penetration Test and Split-Barrel Sampling of Soils, ASTM D-1586 and Bedrock Coring, ASTM D-2113.

Representative portions of the soil and bedrock samples recovered from the test borings were transported to our office for visual classification by a Geotechnical Engineer. To refine the visual classifications, selected soil samples were tested in our laboratory for moisture content and gradation. Individual subsurface logs which were prepared based on the visual classifications and laboratory testing are provided in Appendix C, and laboratory test results are presented in Appendix D.

# Subsurface Profile

Beneath the roadway surface the test borings revealed fill composed of sand, gravel, and cobbles with trace amounts of silt to depths of about six feet. These soils were classified as SP-SM and GP-GM in the Unified Classification System. Based upon standard penetration "N" values, the soils were judged to be of a firm to very compact relative density.

The upper fill layer was underlain by a native layer of sand and gravel with trace silt. These soils were also classified as SP-SM and GP-GM in the Unified Classification System. These soils were of a loose to compact relative density based upon the standard penetration "N" values. At a depth of about 12 feet the soils interfaced with Metagabbro bedrock. The bedrock was core sampled and found to be gray, hard, sound and massive.

# Groundwater Conditions

Based upon the recovery of very moist to wet soil samples, it appears that groundwater was first encountered about seven to eight feet below the road surface. This water level should vary seasonally with fluctuations in the stream carried through the culvert.

# IV. CONCLUSIONS AND RECOMMENDATIONS

# A. General Site Evaluation

It is our opinion that the new culvert can be supported on the soils found present at the project site provided that adequate scour protection is provided. The excavated sand and gravel soils should be suitable for reuse as backfill provided that oversize cobbles and boulders, if present, can be sorted out. Below these depths the soils will be composed primarily of wet soils which are not considered suitable for reuse unless dried and sorted of oversize cobbles and boulders.

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

# B. Seismic Design Considerations

Based on the available subsurface information it is our opinion that Site Class C, Dense Soil profile, may be assumed for seismic design purposes in accord with the AASHTO Guide Specifications for Seismic Bridge Design. The soils at this site beneath the assumed culvert elevation are not susceptible to liquefaction induced by earthquake motions.

# C. Earthwork

The sides of temporary excavations should be sloped no steeper than 1 vertical on 1.5 horizontal (1V:1.5H) as required by OSHA for a Type C soil.

All excavations should be completed so as not to undermine roads, utilities, and/or foundations of adjacent structures. In general, excavations should not encroach within a zone of influence defined by a line extending out and down from the existing structures at an inclination of 1V:1.5H. Excavations that encroach within this zone should be sheeted, shored, and braced to support the soil and adjacent structure loads, or the structure should be underpinned to establish bearing at a deeper level.

Excavation bracing, if required, should be designed by a NYS registered Professional Engineer. The sheeting/bracing can be designed assuming that the site soils in the upper 6 feet have a total unit weight of 125 pounds per cubic foot (pcf) and a friction angle equal to 34 degrees. Below a depth of 6 feet a total unit weight of 120 pcf and friction angle of 30 degrees may be assumed.

As previously noted, the excavated sand and gravel soils in the upper 5 to 6 feet should be suitable for reuse as backfill provided that particles larger than 4 inches, if present, can be sorted out. The soils beneath the upper sand and gravel layer should not be reused as fill or backfill unless dried and cleansed of oversized particles. If imported backfills are required, they should consist of processed sand and gravel or crusher-run stone which meet the requirements stipulated for Type 2 or 4 material in Section 304 of the NYSDOT Standard Specifications for Construction and Materials.

The fill and backfill should be placed in loose layers no more than eight (8) inches thick, with each lift compacted to no less than 95 percent of the maximum dry density for the material determined through the procedures of ASTM D-1557, the Modified Proctor Compaction test.

The backfill material and compaction procedures should be modified as may be recommended by the culvert manufacturer.

# D. Foundations

The bridge bottom and/or foundations can be supported on a nominal twelve (12) inch thick base of clean crushed stone placed over the native soils. The stone should be an equal blend of NYSDOT No. 1 and 2 size aggregate, and it should be placed over a filter fabric such as Mirafi 140N or equivalent. The stone should be thoroughly compacted using a heavy reversible plate compactor to form a relatively firm and unyielding surface. Dewatering of the excavations should be performed as required to allow the structure to be placed in relatively "dry" conditions.

Using the LRFD design procedures, the foundations may be proportioned for a nominal (ultimate) bearing resistance equal to 10.0 kips per square foot (ksf) and a

resistance factor equal to 0.35. The standard frost depth for this site can be assumed at four (4) feet.

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

# E. Abutment and Wing Walls

The design of abutments and/or wing walls may proceed using the following parameters. The design parameters assume that the backfill consists of suitable on-site materials or imported Structural Fill.

- Soils Angle of Internal Friction ( $\varphi$ f) = 34 degrees
- Coefficient of At-Rest Earth Pressure = 0.44
- Coefficient of Active Earth Pressure = 0.28
- Coefficient of Passive Earth Pressure = 3.54
- Total Unit Weight of Compacted Soil = 125 pcf
- Coefficient of Sliding Friction Soil  $(tan\phi f) = 0.70$  (assumes crushed stone base)
- Resistance Factor for Passive Resistance ( $\varphi$ ep) = 0.50
- Resistance Factor for Shear Resistance ( $\varphi$ T) = 0.80

Foundation drains and/or weep holes should be installed as required to prevent surface infiltration and groundwater from becoming trapped in the backfill soils.

# F. Plan Review and Construction Monitoring

We should be retained to review plans and specifications prior to their release for bidding to confirm that the recommendations contained herein were properly understood and applied.

It should be understood that the actual subsurface conditions that exist across this site will only be known when the site is excavated. The presence of the Geotechnical Engineer during the earthwork and foundation construction phases will allow validation of the subsurface conditions assumed to exist for this study and the design recommended in this report. We believe this construction sequence observation and testing should be provided by the Geotechnical Engineer of record as a consultant to the Owner, Architect, or Construction Manager. We do not believe these services should be provided through the general or earthwork contractor.

## V. CLOSURE

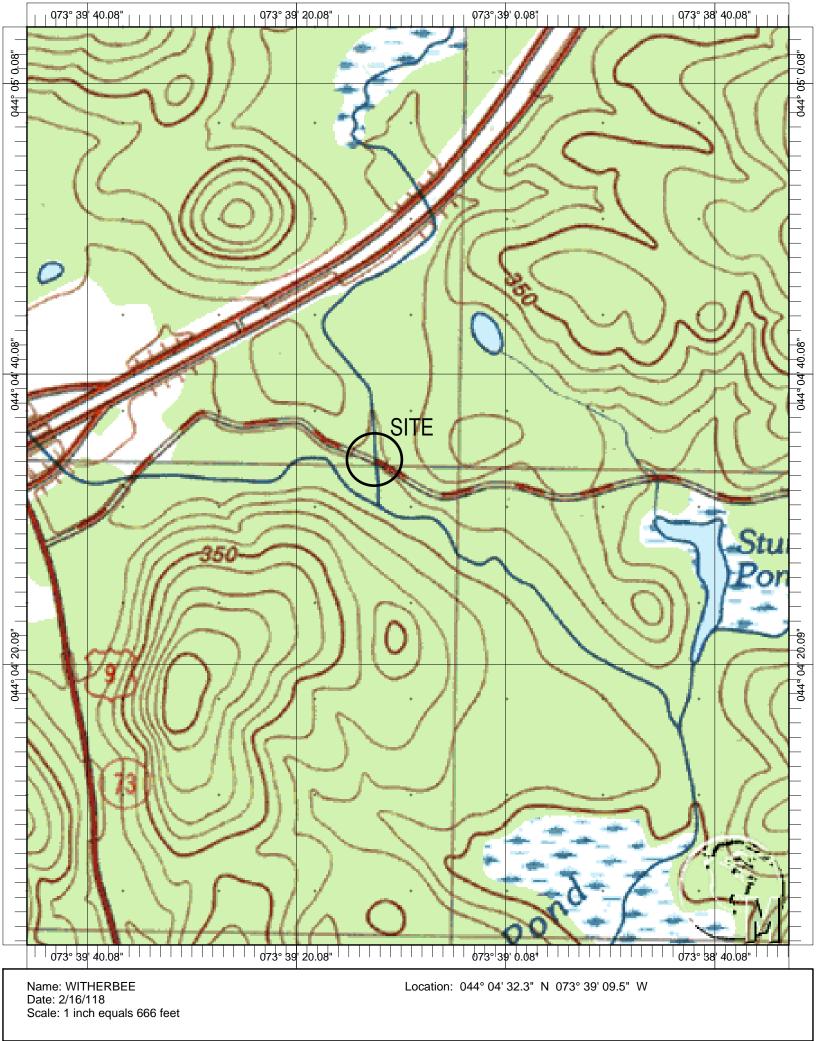
This report was prepared for specific application to the project site and the construction planned using methods and practices common to Geotechnical Engineering in the area at the time. No other warranties, expressed or implied, are made.

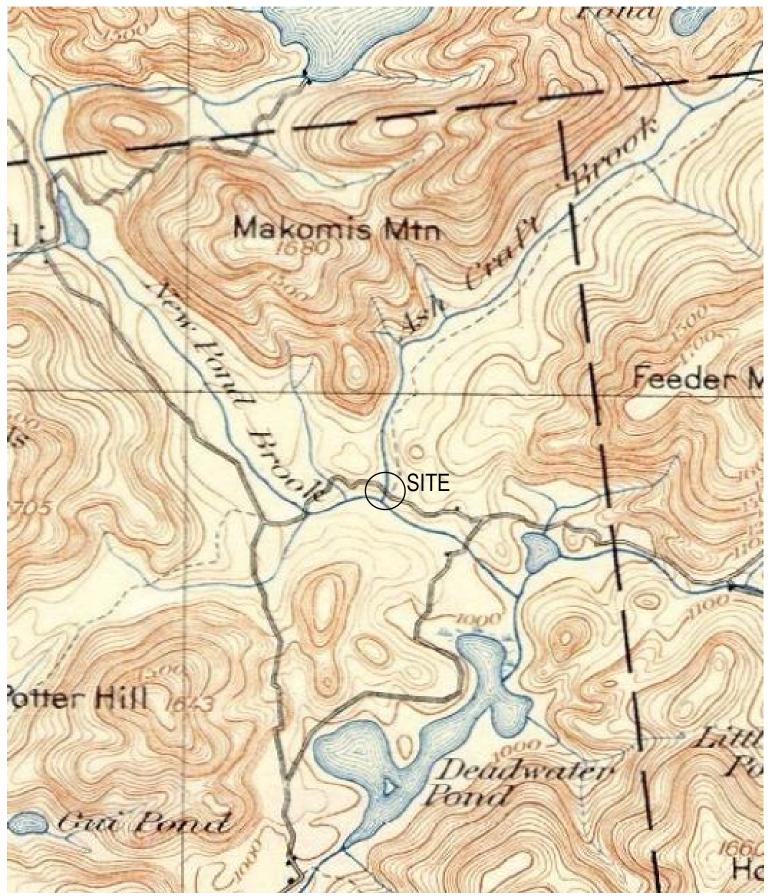
We appreciate the opportunity to be of service. Should questions arise or if we may be of any other service, please contact us at your convenience.

Prepared by:

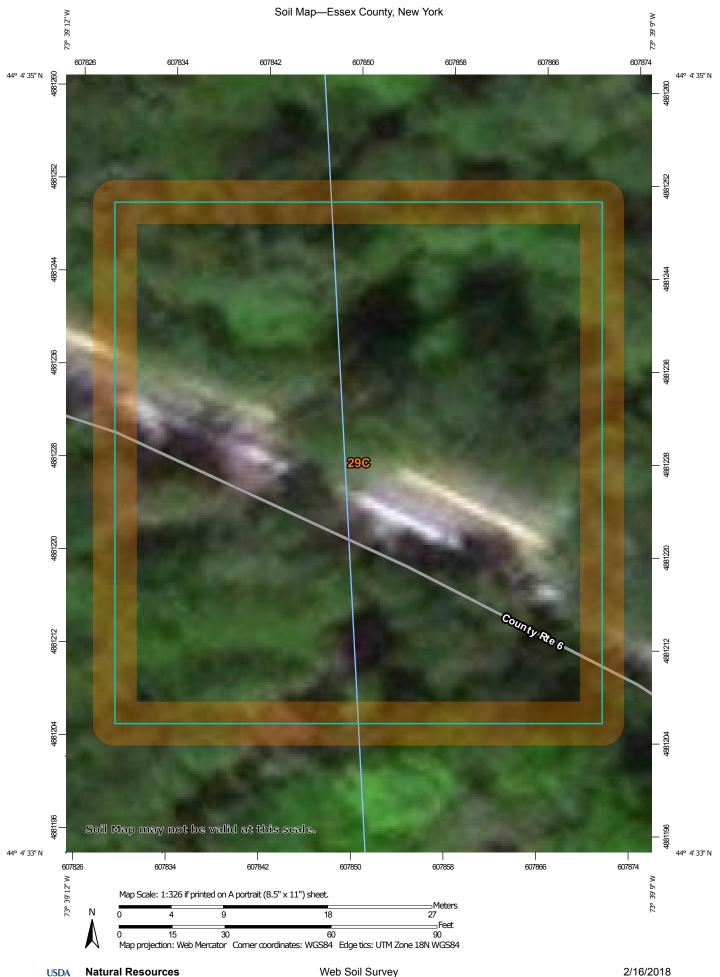
Fred A. Dente, P.E. Principal

# APPENDIX A





Tracy Road over Ash Craft Brook, North Hudson, New York 1901



Web Soil Survey National Cooperative Soil Survey

Area of Interest (AOI) Spoil Area   Area of Interest (AOI) Stony Spot   Soils Very Stony Spot   Soil Map Unit Polygons Wet Spot   Soil Map Unit Points Other   Soil Map Unit Points Special Line Features   Soil Map Unit Points Streams and Canals   Borrow Pit Transportation   Clay Spot Hef   Clay Spot Hef   Gravel Pit Interstate Highways   Gravel Pit Sources   Gravel Pit Major Roads	The soil surveys that comprise your AOI were mapped at 1:24,000. Warning: Soil Map may not be valid at this scale. Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailer scale. Please rely on the bar scale on each map sheet for map measurements. Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857) Maps from the Web Soil Survey are based on the Web Mercator
SoilsVery Stony SpotSoil Map Unit PolygonsVery Stony Spot✓Soil Map Unit Lines✓Soil Map Unit Points△OtherSpecial Line FeaturesSpecial Line Features✓Blowout✓✓Borrow Pit✓✓Clay Spot+++✓Clased Depression+++✓Gravel Pit✓✓Gravel Pit✓✓Gravelly Spot✓✓Major Roads	<ul> <li>Warning: Soil Map may not be valid at this scale.</li> <li>Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailer scale.</li> <li>Please rely on the bar scale on each map sheet for map measurements.</li> <li>Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857)</li> <li>Maps from the Web Soil Survey are based on the Web Mercator</li> </ul>
Soils     Very Stony Spot       Image: Soil Map Unit Polygons     Wet Spot       Image: Soil Map Unit Lines     Other       Image: Soil Map Unit Points     Special Line Features       Image: Special Features     Water Features       Image: Special Special Consection     Streams and Canals       Image: Special Special Consection     Image: Special Consection       Image: Special Consection     Image: Speci	<ul> <li>Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.</li> <li>Please rely on the bar scale on each map sheet for map measurements.</li> <li>Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857)</li> <li>Maps from the Web Soil Survey are based on the Web Mercator</li> </ul>
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Soil Map Unit Lines     Other       Soil Map Unit Points     Special Line Features       Special Features     Water Features       Blowout     Water Features       Borrow Pit     Streams and Canals       Clay Spot     +++       Closed Depression     Interstate Highways       Gravel Pit     US Routes       Gravelly Spot     >>	line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale. Please rely on the bar scale on each map sheet for map measurements. Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857) Maps from the Web Soil Survey are based on the Web Mercator
Soil Map Unit Points     Special Line Features       Special Point Features     Special Line Features       Blowout     Water Features       Borrow Pit     Streams and Canals       Clay Spot     HH     Rails       Closed Depression     HI     Interstate Highways       Gravel Pit     US Routes       Gravelly Spot     Major Roads	contrasting soils that could have been shown at a more detailed scale. Please rely on the bar scale on each map sheet for map measurements. Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857) Maps from the Web Soil Survey are based on the Web Mercator
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Image: Streams and Canals	measurements. Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857) Maps from the Web Soil Survey are based on the Web Mercator
Transportation       Clay Spot     +++     Rails       Closed Depression     Interstate Highways       Gravel Pit      US Routes       Gravelly Spot      Major Roads	Source of Map: Natural Resources Conservation Service Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857) Maps from the Web Soil Survey are based on the Web Mercato
Image: Clay Spot     Image: Rails       Image: Closed Depression     Interstate Highways       Image: Closed Depression     Image: Closed Depression       Image: Closed Depression     Image: Closed	Web Soil Survey URL: Coordinate System: Web Mercator (EPSG:3857) Maps from the Web Soil Survey are based on the Web Mercato
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Gravelly Spot and Major Roads	
Major Roads	
	projection, which preserves direction and shape but distorts
🚯 Landfill 🛛 🚽 Local Roads	distance and area. A projection that preserves area, such as th Albers equal-area conic projection, should be used if more
A Lava Flow Background	accurate calculations of distance or area are required.
Aerial Photography	This product is generated from the USDA-NRCS certified data of the version date(s) listed below.
Reference Mine or Quarry	
Miscellaneous Water	Soil Survey Area: Essex County, New York Survey Area Data: Version 14, Oct 8, 2017
O Perennial Water	Soil map units are labeled (as space allows) for map scales
Rock Outcrop	1:50,000 or larger.
Saline Spot	Date(s) aerial images were photographed: Jun 28, 2012—Ma
Sandy Spot	29, 2017
Severely Eroded Spot	The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background
Sinkhole	imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.
Slide or Slip	smung of map unit boundaries may be evident.
Sodic Spot	



# Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
29C	Burnt Vly-Colton-Rumney complex, 0 to 15 percent slopes	0.5	100.0%
Totals for Area of Interest		0.5	100.0%



# Essex County, New York

# 29C—Burnt Vly-Colton-Rumney complex, 0 to 15 percent slopes

#### Map Unit Setting

National map unit symbol: 1kj0g Elevation: 510 to 3,030 feet Mean annual precipitation: 34 to 50 inches Mean annual air temperature: 37 to 45 degrees F Frost-free period: 100 to 130 days Farmland classification: Not prime farmland

#### **Map Unit Composition**

*Burnt vly and similar soils:* 40 percent *Colton and similar soils:* 30 percent *Rumney and similar soils:* 20 percent *Minor components:* 10 percent *Estimates are based on observations, descriptions, and transects of the mapunit.* 

#### **Description of Burnt Vly**

#### Setting

Landform: Bogs, swamps Landform position (two-dimensional): Toeslope Landform position (three-dimensional): Talf Down-slope shape: Concave Across-slope shape: Concave Parent material: Organic material over sandy glaciofluvial deposits

#### **Typical profile**

*Oi - 0 to 10 inches:* peat *Oe - 10 to 15 inches:* mucky peat *Oa1 - 15 to 24 inches:* muck *Oa2 - 24 to 34 inches:* muck *2Cg1 - 34 to 56 inches:* loamy fine sand *2Cg2 - 56 to 72 inches:* very fine sandy loam

#### **Properties and qualities**

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.20 to 5.95 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Available water storage in profile: Very high (about 20.5 inches)

USDA

#### Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 5w Hydrologic Soil Group: B/D Hydric soil rating: Yes

#### **Description of Colton**

#### Setting

Landform: Outwash plains Landform position (two-dimensional): Shoulder, backslope Landform position (three-dimensional): Riser, tread Down-slope shape: Convex Across-slope shape: Convex Parent material: Gravelly outwash derived from gneiss

#### **Typical profile**

*Oi - 0 to 1 inches:* slightly decomposed plant material *Oe - 1 to 2 inches:* moderately decomposed plant material *E - 2 to 3 inches:* very gravelly loamy sand *Bhs - 3 to 6 inches:* very gravelly loamy sand *Bs - 6 to 13 inches:* very gravelly loamy sand *BC - 13 to 21 inches:* very gravelly loamy sand *C - 21 to 72 inches:* extremely gravelly coarse sand

#### **Properties and qualities**

Slope: 0 to 15 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Excessively drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High to very high (1.98 to 19.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Very low (about 1.8 inches)

#### Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 4e Hydrologic Soil Group: A Hydric soil rating: No

#### **Description of Rumney**

#### Setting

Landform: Flood plains Landform position (two-dimensional): Toeslope Landform position (three-dimensional): Rise Down-slope shape: Convex Across-slope shape: Concave Parent material: Loamy alluvium derived from gneiss

USDA

#### Typical profile

Ap - 0 to 7 inches: loam

Bw - 7 to 12 inches: fine sandy loam

Bg1 - 12 to 19 inches: loam

Bg2 - 19 to 30 inches: fine sandy loam

C1 - 30 to 33 inches: fine sandy loam

C2 - 33 to 48 inches: very gravelly loamy sand

- C3 48 to 54 inches: silt loam
- C4 54 to 72 inches: very gravelly loamy sand

#### **Properties and qualities**

Slope: 0 to 3 percent Depth to restrictive feature: More than 80 inches Natural drainage class: Poorly drained Runoff class: Very high Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr) Depth to water table: About 0 to 12 inches Frequency of flooding: Frequent Frequency of ponding: None Available water storage in profile: Moderate (about 6.7 inches)

#### Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 4w Hydrologic Soil Group: B/D Hydric soil rating: Yes

#### Minor Components

#### Fluvaquents-udifluvents

Percent of map unit: 3 percent Landform: Flood plains Landform position (two-dimensional): Toeslope Landform position (three-dimensional): Dip, rise Down-slope shape: Concave Across-slope shape: Concave Hydric soil rating: No

#### Podunk

Percent of map unit: 2 percent Hydric soil rating: No

#### **Pleasant lake**

Percent of map unit: 2 percent Landform: Bogs Landform position (two-dimensional): Toeslope Landform position (three-dimensional): Talf Down-slope shape: Concave Across-slope shape: Concave Hydric soil rating: Yes

#### Adams

Percent of map unit: 2 percent



Hydric soil rating: No

#### Unnamed

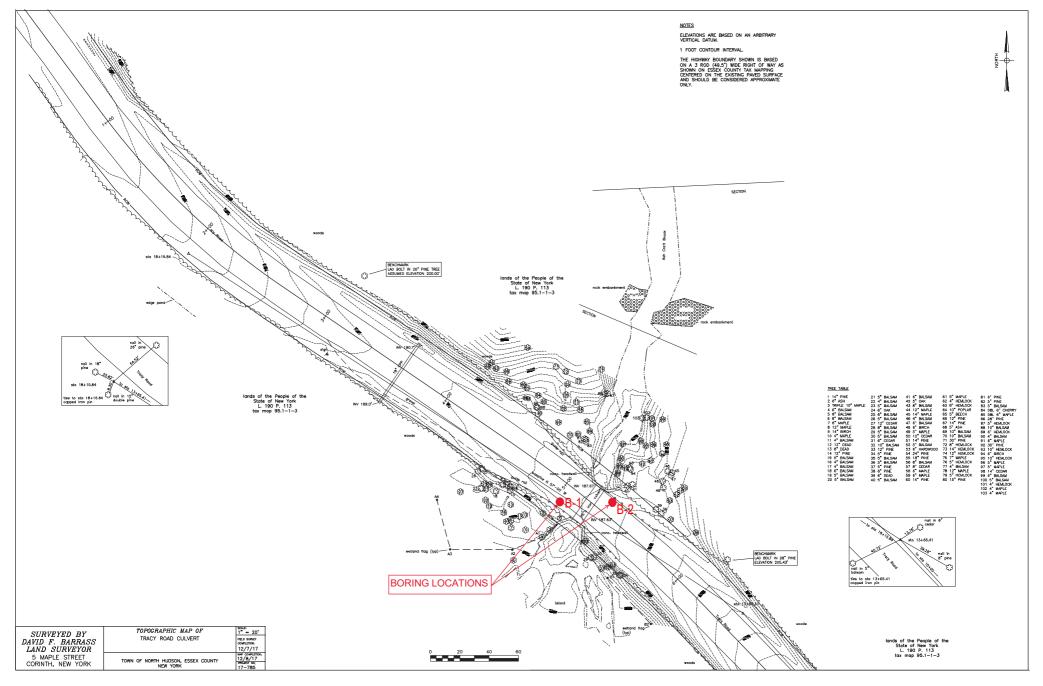
Percent of map unit: 1 percent Hydric soil rating: No

# **Data Source Information**

Soil Survey Area: Essex County, New York Survey Area Data: Version 14, Oct 8, 2017



# APPENDIX B



# APPENDIX C

DENTE GROUP, A TERRACON COMPANY SUBSURFACE LOG: B-1								G: B-1		
<b>PROJECT</b> : Tracey Road over Ash Craft Brook							D	ATE	start: 2/5/18	finish: 2/5/18
LOCATION: North Hudson, New York CLIENT: Essex County DPW								:3 1/4" Hollow St	em Augers, ASTM	
		ER: JB1							ELEVATION: +	
		E: CME					CLA	ASSIFIC	ATION: O.Burr	IS
SAM	PLE			BLOWS	ON SAMP	LER		CLAS	SIFICATION / OBSE	RVATIONS
DEPTH	#	6"	12"	18"	24"	N			+/- 5" Asphalt, +/- 4"	Base
_	1	50/.3'				50+		•	-C SAND and G hoted (MOIST)	RAVEL, trace
	2	22	21	10	6	31	-			
5'	3	8	7	3	2	10	(M	OIST, \	/ERY COMPAC	T TO LOOSE)
	4	2	3	5	9	8	Browr		AND and GRAV	EL, Some Gray
	5	16	38	32	50/.3'	70	Grade	es Brow	n/Dark Brown M (WET)	lottled, Little Silt
	6	14	30	50/.4'		80+			e Silt, Grades to WET, LOOSE T	Gray O V. COMPACT)
 15' 			-	1 13.5'- RQD=(					ETAGABBRO v	
20'							Grour	ndwater	18.5' depth. measured at 8. s after Sample #	•
25' _ 										

DENTE GROUP, A TERRACON COMPANY SUBSURFACE LOG: B-2								6: <b>B-2</b>		
PROJECT: Tracey Road over Ash Craft Brook						D	ATE	start: 2/6/18	finish: 2/6/18	
LOCATION: North Hudson, New York						ME	THODS	: 3 1/4" Hollow St	em Augers, ASTM	
CLIE	CLIENT: Essex County DPW						D15	86 Drillir	ng Methods with A	uto Hammer
JOB	NUMB	ER: JB1	175565				SUF	RFACE	ELEVATION: +/	/- 196.5'
DRILI	DRILL TYPE: CME 45C					CLA	SSIFIC	ATION: O.Burn	IS	
SAM	PLE			BLOWS	ON SAMP	LER		CLAS	SIFICATION / OBSE	RVATIONS
DEPTH	#	6"	12"	18"	24"	N			+/- 4" Asphalt, +/- 4"	
	1	50/.3'				50+			Gray Mottled F-0	C SAND, Little
_									silt (MOIST)	
_	2	50/.2'				50+	Grade	s Brow	n F-C SAND and	d GRAVEL, trace
5'	3	6	19					s to Gr	ay, Little Dark B	rown Mottling
	0	0	10	10	4	29				•
	4	6	6							D and GRAVEL,
				4	2	10	trace	silt		
10'									(MOIST, LOOS	
	5	9	20					•		F-C Sand, Little
_				30	50/.4'	50	Silt	(W)	ET, VERY COM	РАСТ) 
		0	D	4 4 0 0'	10.01					
15'		_		1 13.0' RQD=			Grav.	Hard M	IETAGABBRO v	vith Occasional
-			5-1070				-		s and Low Angle	
									-	
							End o	f boring	18.0' depth.	
20'							-			
							-			
_							-			
							-			
25'							-			
							-			
							]			

# APPENDIX D

Tracy Road over Ash Croft Brook	
North Hudson, NY	
Moisture Content Results - ASTM D2216	

Boring No.	B-1 / S-4	B-1 / S-5	B-1 / S-6	B-2 / S-3	B-2 / S-4	
Sample No.	500	501	502	503	504	
Sample Depth	7'-9'	9'-11'	11'-13'	5'-7'	7'-9'	
Tare Weight	403.30	404.70	414.00	403.10	410.80	
W <sub>s</sub> + Tare	682.60	792.70	770.20	721.90	625.30	
W <sub>D</sub> + Tare	664.90	751.40	739.70	697.00	600.40	
W <sub>WATER</sub>	17.70	41.30	30.50	24.90	24.90	
W <sub>DRY SOIL</sub>	261.60	346.70	325.70	293.90	189.60	
% Moisture ( $W_W / W_D$ )	6.8	11.9	9.4	8.5	13.1	

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

Boring No.			
Sample No.			
Sample Depth			
Tare Weight			
W <sub>s</sub> + Tare			
W <sub>D</sub> + Tare			
W <sub>WATER</sub>			
W <sub>DRY SOIL</sub>			
% Moisture ( $W_W / W_D$ )			

Dente Group
A Terracon Company
594 Broadway
Watervliet, NY 12189
Ph. 518-266-0310
Fax 518-805-6001

Client: Essex County DPW
File No. JB175565
Date: February 16, 2018

Page 1 of 1

Report Number: JB175565.1000A Service Date: 02/16/18 02/20/18 **Report Date:** Task:

Client

Essex County DPW Attn: Jim Dougan 8053 Rte 9 Elizabethtown, NY 12932

## Sample Information

## A TIErracon COMPANY 594 Broadway Watervliet, NY 12189-3709 518-266-0310

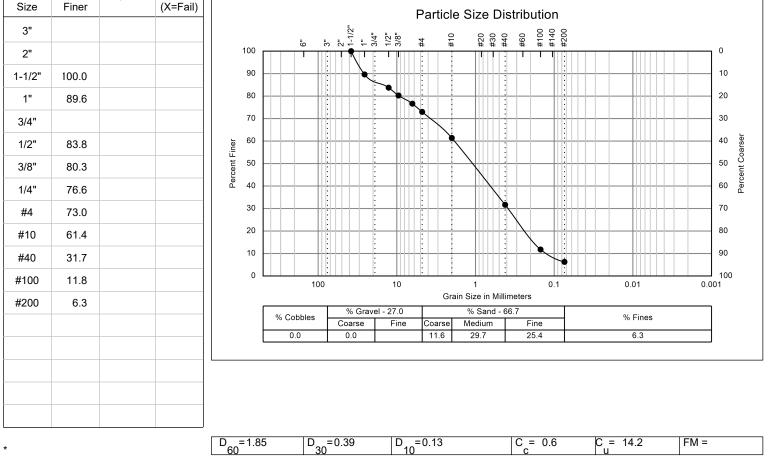
## Project

Tracey Road over Ash Craft Brook Culvert Tracey Rd North Hudson, NY

Project Number: JB175565

## Laboratory Test Data

	Type: Location Descripti	on:		), Some Gravel, trace silt ed sand with silt and gravel (SP-SM)	Test Method: Method: Atterberg Limits: Sample Preparation: Sieving Method:	ASTM D6913 NA LL Air - 0, LL Oven - 0, PL - 0, PI - 0 Oven Dried Single Sieve-Set Sieving
Sieve Size	Percent Finer	Spec	.* Pass (X=Fail)		Particle Size Distrib	ution
3"				1/2" 3"		



**Comments:** 

 Report Number:
 JB175565.1000A

 Service Date:
 02/16/18

 Report Date:
 02/20/18

 Task:
 Comparison

#### Client

Essex County DPW Attn: Jim Dougan 8053 Rte 9 Elizabethtown, NY 12932 DENTE 594 Broadway Watervliet, NY 12189-3709 518-266-0310

## Project

Tracey Road over Ash Craft Brook Culvert Tracey Rd North Hudson, NY

Project Number: JB175565

Services:Perform gradation analysis on sample of material returned to the office in general accordance with ASTM D6913.Dente Group - A Terracon Company Rep.:Anthony Barron

Reported To: Contractor: N/A Report Distribution:

 (1) Essex County DPW, Jim Dougan
 (1) Schoder Rivers Associates Consulting Engineers PC, Carl Schoder

(1) Essex County DPW, R. Leveille

**Reviewed By:** 

Joseph Robichaud

Department Manager

Test Methods: ASTM D6913

SPT

 Report Number:
 JB175565.1000B

 Service Date:
 02/16/18

 Report Date:
 02/20/18

 Task:
 Comparison

I ask:

#### Client

Essex County DPW Attn: Jim Dougan 8053 Rte 9 Elizabethtown, NY 12932

## Sample Information

594 Broadway Watervliet, NY 12189-3709 518-266-0310

A Terracon COMPANY

## Project

Tracey Road over Ash Craft Brook Culvert Tracey Rd North Hudson, NY

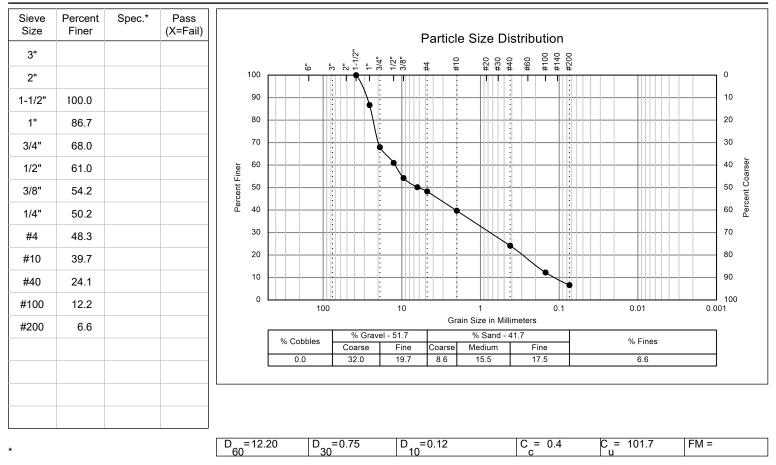
Project Number: JB175565

## Laboratory Test Data

Test Method:	ASTM D6913
Method:	
Atterberg Limits:	LL Air - 0, LL Oven - 0, PL - 0, PI - 0
Sample Preparation:	Oven Dried
Sieving Method:	Single Sieve-Set Sieving

Sample Type: Sample Location: Sample Description: USCS:

B-1/S-5 9'-11' C-F GRAVEL and F-M-C SAND, trace silt Poorly-graded gravel with silt and sand (GP-GM)



**Comments:** 

 Report Number:
 JB175565.1000B

 Service Date:
 02/16/18

 Report Date:
 02/20/18

 Task:
 Comparison

Client

Essex County DPW Attn: Jim Dougan 8053 Rte 9 Elizabethtown, NY 12932 DENTE Alerracon COMPANY 594 Broadway Watervliet, NY 12189-3709 518-266-0310

### Project

Tracey Road over Ash Craft Brook Culvert Tracey Rd North Hudson, NY

Project Number: JB175565

Services: Perform gradation analysis on sample of material returned to the office in general accordance with ASTM D6913. Dente Group - A Terracon Company Rep.: Anthony Barron

Reported To: Contractor: N/A Report Distribution:

 Essex County DPW, Jim Dougan
 Schoder Rivers Associates Consulting Engineers PC, Carl Schoder (1) Essex County DPW, R. Leveille

**Reviewed By:** 

Joseph Robichaud

Department Manager

Test Methods: ASTM D6913

SPT

 Report Number:
 JB175565.1000C

 Service Date:
 02/16/18

 Report Date:
 02/20/18

 Task:
 Comparison

\_\_\_\_\_

## Client

Essex County DPW Attn: Jim Dougan 8053 Rte 9 Elizabethtown, NY 12932

## Sample Information

Sample Type: Sample Location: Sample Description: USCS:

B-1/S-6 11'-13' C-F GRAVEL and F-M-C SAND, trace silt Poorly-graded gravel with silt and sand (GP-GM)



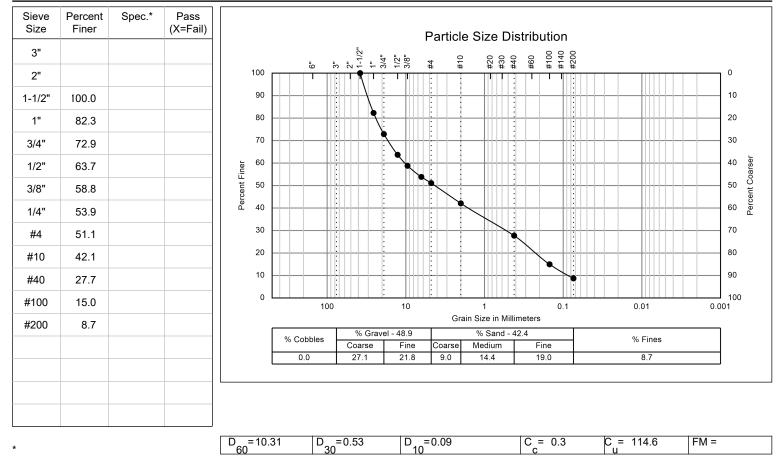
## Project

Tracey Road over Ash Craft Brook Culvert Tracey Rd North Hudson, NY

Project Number: JB175565

## Laboratory Test Data

Test Method:	ASTM D6913
Method:	NA
Atterberg Limits:	LL Air - 0, LL Oven - 0, PL - 0, PI - 0
Sample Preparation:	Oven Dried
Sieving Method:	Single Sieve-Set Sieving



**Comments:** 

 Report Number:
 JB175565.1000C

 Service Date:
 02/16/18

 Report Date:
 02/20/18

 Task:
 Comparison

#### Client

Essex County DPW Attn: Jim Dougan 8053 Rte 9 Elizabethtown, NY 12932 DENTE Alerracon COMPANY 594 Broadway Watervliet, NY 12189-3709 518-266-0310

## Project

Tracey Road over Ash Craft Brook Culvert Tracey Rd North Hudson, NY

Project Number: JB175565

Services: Perform gradation analysis on sample of material returned to the office in general accordance with ASTM D6913. Dente Group - A Terracon Company Rep.: Anthony Barron

Reported To: Contractor: N/A

Report Distribution: (1) Essex County DPW, Jim Dougan (1) Schoder Rivers Associates Consulting Engineers PC, Carl Schoder

(1) Essex County DPW, R. Leveille

**Reviewed By:** 

Joseph Robichaud

Department Manager

Test Methods: ASTM D6913

SPT

B-2/S-3 5'-7'

C-F GRAVEL and F-M-C SAND, trace silt

Poorly-graded gravel with silt and sand (GP-GM)

 Report Number:
 JB175565.1000D

 Service Date:
 02/16/18

 Report Date:
 02/20/18

 Task:
 Comparison

Client

Essex County DPW Attn: Jim Dougan 8053 Rte 9 Elizabethtown, NY 12932

## Sample Information

Sample Type:

USCS:

Sample Location:

Sample Description:

594 Broadway Watervliet, NY 12189-3709 518-266-0310

A Terracon COMPANY

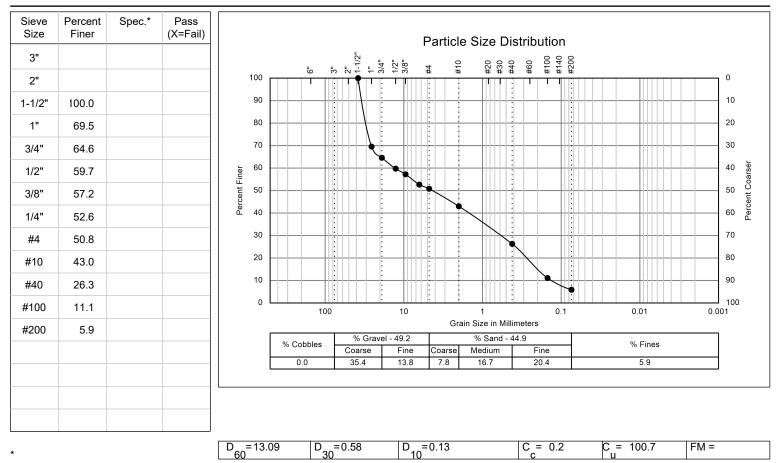
## Project

Tracey Road over Ash Craft Brook Culvert Tracey Rd North Hudson, NY

Project Number: JB175565

## Laboratory Test Data

Test Method:	ASTM D6913
Method:	
Atterberg Limits:	LL Air - 0, LL Oven - 0, PL - 0, PI - 0
Sample Preparation:	Oven Dried
Sieving Method:	Single Sieve-Set Sieving



**Comments:** 

 Report Number:
 JB175565.1000D

 Service Date:
 02/16/18

 Report Date:
 02/20/18

 Task:
 Comparison

#### Client

Essex County DPW Attn: Jim Dougan 8053 Rte 9 Elizabethtown, NY 12932 DENTE 594 Broadway Watervliet, NY 12189-3709 518-266-0310

## Project

Tracey Road over Ash Craft Brook Culvert Tracey Rd North Hudson, NY

Project Number: JB175565

Services:Perform gradation analysis on sample of material returned to the office in general accordance with ASTM D6913.Dente Group - A Terracon Company Rep.:Anthony Barron

Reported To: Contractor: N/A Report Distribution:

 (1) Essex County DPW, Jim Dougan
 (1) Schoder Rivers Associates Consulting Engineers PC, Carl Schoder (1) Essex County DPW, R. Leveille

**Reviewed By:** 

Joseph Robichaud

Department Manager

Test Methods: ASTM D6913

SPT

 Report Number:
 JB175565.1000E

 Service Date:
 02/16/18

 Report Date:
 02/20/18

 Task:
 Comparison of the second secon

Client

Essex County DPW Attn: Jim Dougan 8053 Rte 9 Elizabethtown, NY 12932

## Sample Information

Sample Type: Sample Location: Sample Description: USCS:

B-2/S-4 7'-9' F-M-C SAND, Some Fine Gravel, trace silt Poorly-graded sand with silt and gravel (SP-SM)



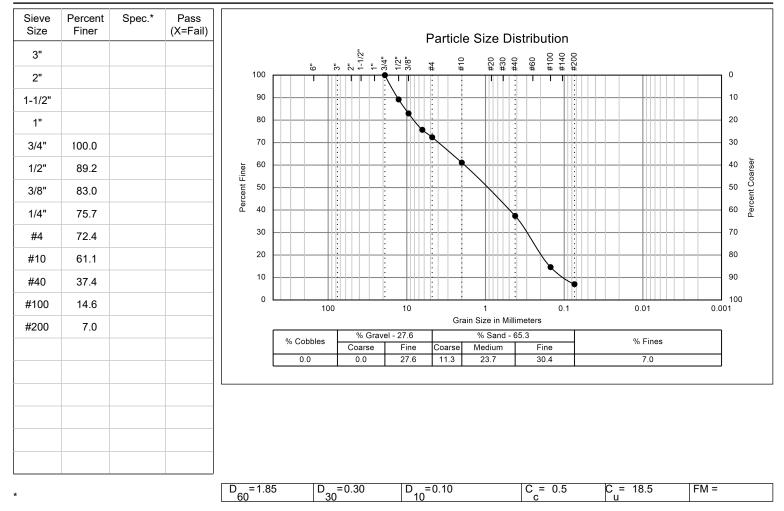
### Project

Tracey Road over Ash Craft Brook Culvert Tracey Rd North Hudson, NY

Project Number: JB175565

## Laboratory Test Data

Test Method:	ASTM D6913
Method:	NA
Atterberg Limits:	LL Air - 0, LL Oven - 0, PL - 0, PI - 0
Sample Preparation:	Oven Dried
Sieving Method:	Single Sieve-Set Sieving



**Comments:** 

 Report Number:
 JB175565.1000E

 Service Date:
 02/16/18

 Report Date:
 02/20/18

 Task:
 Comparison

Client

Essex County DPW Attn: Jim Dougan 8053 Rte 9 Elizabethtown, NY 12932 DENTE Alerracon COMPANY 594 Broadway Watervliet, NY 12189-3709 518-266-0310

### Project

Tracey Road over Ash Craft Brook Culvert Tracey Rd North Hudson, NY

Project Number: JB175565

Services: Perform gradation analysis on sample of material returned to the office in general accordance with ASTM D6913. Dente Group - A Terracon Company Rep.: Anthony Barron

Reported To: Contractor: N/A Report Distribution:

 Essex County DPW, Jim Dougan
 Schoder Rivers Associates Consulting Engineers PC, Carl Schoder (1) Essex County DPW, R. Leveille

**Reviewed By:** 

Joseph Robichaud

Department Manager

Test Methods: ASTM D6913